

SHOPPING CENTER LEASE

I. BASIC LEASE DEFINITIONS AND IDENTIFICATION OF EXHIBITS

1.1 BASIC DEFINITIONS.

Terms appearing in capital letters are defined thereafter.

A. **SHOPPING CENTER:** Pacifica Mall Burnsville LLC, within the Burnsville Center Mall, Burnsville, Minnesota.

Landlord is the owner of a portion of Burnsville Center known as Lot 4 and depicted on Exhibit "A" ("Shopping Center"). Landlord reserves the right to change the number and location of buildings, building dimensions, the number of stores and tenancies, provided only that the size of the Premises (as hereinafter defined), and reasonable access to Premises and the parking facilities to be provided shall not be materially impaired. Any use of the term "Shopping Center" in this Lease shall be deemed to include the Premises and the Building. Any use of the term "Building" in this Lease shall be deemed to mean, individually or collectively as the context requires, the buildings comprising the Shopping Center.

B. **PREMISES:** The Premises is located at Shopping Center and currently known as Suite 2063, Burnsville, Minnesota, and is approximately 3,791 square feet of floor area space, as measured from the centerline of all common walls and to the outside of all exterior walls, as shown on the site plan attached hereto and made a part hereof as Exhibit "A". Also included in the Premises is an outdoor area, measuring approximately 30 square feet, located under the overhang of entrance 3 for the book return bin, as shown on Exhibit "A". The parties hereto agree that during the first month after the Commencement Date, Landlord's architect shall determine the actual square footage of the Shopping Center and the Premises by measuring from the outside of any exterior walls to the center of any demising walls, and if said measurement discloses a square footage different from those set forth above, the parties hereto agree to execute an amendment to this Lease setting forth the correct square footage and the Tenant's proportionate of Taxes, Common Area Maintenance and Insurance and the correct Base Rent shall be adjusted accordingly.

C.1. **LANDLORD and Address:**

Pacifica Mall Burnsville LLC, a Minnesota limited liability company

Landlord's Address:

4360 East New York Street, Aurora, Illinois, Attn: Judy Ni.

With a copy to:

Bazianos Law, LLC, Two North Riverside Plaza, Suite 1850, Chicago, Illinois 60606,
Attention: William S. Bazianos, Esq.

2. **TENANT and Address: Dakota County, Real Estate Office**

Tenant's Address: 14955 Galaxie Ave, Apple Valley, MN 55124.

“Tenant” includes Tenant’s contractors, subcontractors, subtenants, licensees, concessionaires and their respective directors, shareholders, partners, agents and employees, or such of the foregoing as the context logically allows.

Tenant shall conduct business at the Premises under the store name of “Dakota County Public Library” and shall operate as a public library; Events · Books & Materials · Research Tools .

D. EXECUTION DATE of Lease: _____, 2025.

E. TERM of Lease: 15 MONTHS.

F. COMMENCEMENT DATE: January 1, 2026 or, if earlier, the date of delivery of the Premises to Tenant.

DELIVERY DATE: shall be January 1, 2026

G. OPENING DATE: The earlier of: (i) the date on which Tenant opens for business at the Premises, or (ii) **three** months after the date of delivery of the Premises to Tenant.

H. EXPIRATION DATE: The date which is 15 months after the date which the Rent Commencement Date falls.

I. RENT COMMENCEMENT DATE: April 1, 2026 or, if earlier, the date on which Tenant opens for business at the Premises.

J. FIXED MINIMUM RENT + UTILITIES:

YEAR	MONTHLY FIXED MINIMUM RENT + UTILITIES	ANNUAL TOTAL RENT + UTILITIES
January - April 2026	\$1,579.58 (Utilities Only)	\$6,318.32
May 2026 - April 2027	\$4,738.75 Gross (Rent+Utilities)	\$56,865.00

For purposes of this Section 1.01(J), the term “Year” shall mean each twelve (12) month period of the Term (and as applicable, the Extension Term), commencing on the Commencement Date, and expiring on the day before the anniversary of the Commencement Date (and thereafter, on each anniversary of the day before the Commencement Date anniversary).

- K. Security Deposit: \$4,738.75
- L. INITIAL MONTHLY ESTIMATED CAM, TAX AND INSURANCE PAYMENT: \$\$1,579.58.
(Note: this is a Gross Lease; Utility payment per month: \$\$1,579.58)
- M. Percentage Rent and Base - **NA** N. Utilities Charge- Monthly utility charge for the space will begin at business opening and will be Three Hundred Dollars (\$300.00) per month, which includes electricity, natural gas and water but does not include internet. Landlord has the right to audit usage and increase utilities charge if business utility use is over the monthly estimated charge based on use.
- O. RENTABLE AREA OF THE PREMISES: For purposes of this Lease and subject to Section 19.9, the Rentable Area of the Premises shall be deemed to be 1,322 square feet.
- P. TENANT'S PROPORTIONATE SHARE of the Shopping Center: Subject to the provisions of Section 3.6 and 19.9, Tenant's Proportionate Share of the Shopping Center at any time shall be the proportion that the Rentable Area of the Premises bears to the total Rentable Area of the Building and other improvements identified or designated by Landlord which from time to time constitute the Shopping Center and Tenant's Proportionate Share may be adjusted by Landlord from time to time accordingly.
- Q. **NA** [TENANT ALLOWANCE: \$0.00 per square foot of Rentable Area of the Premises.]
- R. TENANT'S BUSINESS: Public Library, all in strict conformance of any city and or state codes rules and regulations.
- S. BROKER OTHER THAN LANDLORD'S AGENT: N/A.
- T. COMMON AREAS: The term "Common Area" is defined for all purposes of this Lease as that part of the Center that is owned by Landlord and intended for the common use of all tenants, (as may be enlarged or otherwise altered) including among other facilities (as such may be applicable to the Center), parking areas, private streets and alleys, landscaping, curbs, loading area, sidewalks, malls and promenades (enclosed or otherwise), lighting facilities, drinking fountains, meeting rooms, public toilets, Center signage and the like, but excluding: (i) space in buildings (now or hereafter existing) designated for rental or commercial purposes, as the same may exist from time to time, (ii) streets and alleys maintained by a public authority, (iii) areas within the Center which may from time to time not be owned by Landlord (unless subject to a cross-access agreement benefiting the area which includes the Premises), and (iv) areas leased to a single-purpose user (such as a bank or a fast-food restaurant) where access is restricted. In addition, although the roof(s) of the building(s) in the Center are not literally part of the Common Area, they will be deemed to be so included for purposes of (a) Landlord's ability to prescribe rules and regulations regarding same and (b) their inclusion for purposes of Tax, Insurance and CAM Costs.
- U. Intentionally omitted.

1.2 ENUMERATION OF EXHIBITS

The exhibits described below are attached to and incorporated into this Lease by this reference.

- EXHIBIT A — Premises.
- EXHIBIT B — Rules and Regulations.
- EXHIBIT C — Existing Tenant Exclusives.
- EXHIBIT D — Tenant's Work.
- EXHIBIT E — Landlord's Design Criteria for Tenant's Signs.
- EXHIBIT F — Gross Sales.
- EXHIBIT G — Financial Statements of Tenant.
- EXHIBIT H — Guaranty of Lease.
- EXHIBIT I — Mutual Termination Agreement.

II. GRANT

2.1 LEASE. This Lease, dated as of the Execution Date, is made by and between Landlord or Landlord's Agent and Tenant. In consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right to the nonexclusive use in common with others of all Common Areas from time to time designated by Landlord.

2.2 COMMENCEMENT OF USE AND RENTAL. Tenant's obligation to occupy and use the Premises shall commence on the Commencement Date. After the Commencement Date, upon the request of Landlord or Landlord's mortgagee, Tenant shall execute and deliver written certification to Landlord or its mortgagee (i) that this Lease is in full force and effect; (ii) of the Commencement Date and the Expiration Date; (iii) that all work to be completed by Landlord for the Premises, if any, has been accepted by Tenant; and (iv) other requested information. Tenant's obligation to pay Rent (as defined in Article III) shall commence on the Rent Commencement Date.

If Landlord fails to deliver possession of the Premises on the date specified in Section 1.1(F), Landlord shall not be liable for any damages caused thereby, nor shall this Lease become void or voidable, nor shall the Term be in any way extended, but the Commencement Date shall be postponed by the number of days of such delay except that any delay which is in any part caused by any delay of or default by Tenant shall not delay the Commencement Date.

2.3 EXTENSION OF TERM. Subject to the terms and conditions set forth hereinbelow, the Term may be extended for three additional consecutive periods of one (1) month each (the "Extension Term;") upon the same terms and conditions then applicable to the initial Lease Term, except that (i) Tenant shall pay Fixed Minimum Rent for the Extension Terms in the amounts specified in Section 1.01(J), (ii) Tenant shall have no right to any abatement of Fixed Minimum Rent as contemplated in Section 3.2 hereof; and (iii) Tenant shall accept the Premises on the first day of each Extension Term in their then-current "as-is, where is" condition. With respect to each Extension Term, in order for the Term to be extended, Tenant must notify Landlord, in writing, of its election to extend the Term at least one hundred fifty (150) days prior to the expiration of the initial Lease Term or the previous Extension Term, as the case may be. If Tenant does not notify Landlord in writing within said time, this Lease shall expire at the end of the Lease term. If Tenant does notify Landlord in writing within said time, Tenant's election to extend the Term shall be irrevocable. The extension of the Term set forth herein shall be voidable by Landlord, if Tenant is in breach (beyond any applicable notice or cure period) under any of the covenants and obligations contained in this Lease, either at the time of exercise or at the commencement of the applicable Extension Term. The terms and conditions governing the Extension Term and Tenant's rights under this Section 2.3 may not be assigned, transferred, or otherwise conveyed by Tenant to any other individual or entity or to any successor, assignee or sublessee.

2.4 ADJUSTMENT YEAR; PROPORTIONATE SHARE ADJUSTMENTS. "Adjustment Year" means each full calendar year during the Term and any partial calendar year falling within the Term and containing the Commencement Date or the Expiration Date. All obligations and computations shall be prorated during any Adjustment Year consisting of a partial calendar year on the basis of the proportion which that portion of the calendar year during which this Lease is in effect bears to the full calendar year.

2.5 USE. Tenant shall use the Premises to conduct the business specified in Section 1.1(R) and shall not use nor permit the Premises to be used for any other purpose. Further, in no event shall Tenant use the Premises (or permit the use of the Premises) for any of the uses set forth on Exhibit C attached hereto and made a part hereof. Tenant shall at all times conduct its business in accordance with the highest business standards and in a manner which will not injure or detract from the reputation of the Shopping Center or its other tenants. Tenant will secure and maintain in good standing all governmental permits, licenses and the like required to conduct its business and shall immediately apply for the same upon execution of this Lease. No auction, fire, bankruptcy, liquidation or similar sale shall be conducted in or from the Premises. Tenant will use a minimum of space for office, storage, and nonretail selling purposes. Tenant shall not install or permit on the Premises any pay telephones, video games, vending machines or other coin-operated or token-operated machines, nor occupy or use the Premises (nor permit the use or occupancy of the Premises) for any purpose which: (a) may be dangerous to person or property; (b) may invalidate or increase the amount of premium for any policy of insurance affecting the Building or Shopping Center, (and if any additional amounts of insurance premiums are so

incurred, Tenant shall pay such additional amounts to Landlord on demand); or (c) may create a nuisance, disturb any other tenant of the Shopping Center or any occupant of neighboring property; or (d) may be unlawful. If any particular use, activities or operations of Tenant in the Premises should at any time be prohibited by law or ordinance or other governmental regulation, or prevented by injunction or governmental order, this Lease shall not be thereby terminated, nor shall Tenant be entitled by reason thereof to surrender the Premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected, and this Lease shall continue, but Tenant shall cease such use.

Tenant, at its sole cost and expense, shall comply with all present and future applicable building codes and other laws, ordinances and regulations of all public authorities or quasigovernmental authorities (including the Board of Fire Underwriters) now or hereafter affecting the Premises or any alterations or additions thereto or the business conducted therein or the common areas adjacent thereto. Without limiting the generality of the foregoing, Tenant shall comply, to the extent that the same may be applicable to the Premises, with the Williams Steiger Act (PL 91596), known as the "Occupational Safety and Health Act of 1970," even if Tenant is otherwise exempted from its provisions and the American Disabilities Act of 1990 ("ADA"). Tenant shall, at its own cost and expense, comply with all federal, state and municipal laws, ordinances, codes, rules, regulations and other governmental requirements issued by any governmental authority. Tenant shall comply promptly with all Laws affecting the Premises and the cleanliness, safety, occupancy and use of same.

2.6 RULES AND REGULATIONS. Tenant shall observe the rules and regulations contained in Exhibit B and such further rules and regulations as Landlord may from time to time prescribe including the rules and regulations of the Burnsville Center Mall. Landlord shall not be responsible for the nonperformance of any rule or regulation by any other tenant or occupant of the Shopping Center.

2.7 LANDLORD'S AND TENANT'S WORK. On or before the Commencement Date, Landlord shall deliver to Tenant possession of the Premises in its then current, "as is, where is" condition, with the exception that Landlord shall complete the following work:

- Perform a general cleaning of the space.
- Clean floors and restroom.
- Repair wall holes and any damaged sheetrock in the back area.
- Remove the ladder.
- Inspect the fire-rated access panel, determine why it was left open, and correct any related issue.
- Remove existing shelving and racking.

which condition shall not be materially worse than the condition of the Premises on the Execution Date, reasonable wear and tear excepted. Subject to the foregoing sentence, Tenant expressly acknowledges and agrees that Tenant shall accept the Premises in its "as

is" condition, with all faults, if any, and that neither Landlord nor Landlord's Agent makes any representation or warranty to Tenant about the condition of the Premises or the ability of Tenant to conduct business thereat. No later than five (5) business days prior to the Opening Date, Tenant shall complete, at its sole cost and expense, all work necessary to prepare the Premises for the conduct of Tenant's Business therein (collectively, the "Tenant's Work"), all to be completed in accordance with the description of Tenant's Work set forth in Exhibit D attached hereto, and the Landlord's Design Criteria for Tenant's Signs set forth in Exhibit E attached hereto. In no event shall Tenant modify, change or otherwise alter or deviate from Tenant's Work in any material manner, or the description of same set forth on Exhibit D without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

When Tenant's Work is complete, Tenant shall submit to Landlord a certificate (the "Certificate") certifying to Landlord, in detail satisfactory to Landlord: (i) the cost to Tenant to complete Tenant's Work; (ii) the nature of such costs; (iii) the names and addresses of all of the parties to whom such amounts have been paid and all of the parties performing, or providing the materials for, any portion of Tenant's Work (collectively, the "Tenant's Contractors"); and (iv) that the Tenant's Work is complete and free and clear of all mechanic's and materialmen's liens and other encumbrances relating thereto. The Certificate shall be certified by Tenant's principal financial officer as being accurate and complete in all material respects, and shall be accompanied by a final Certificate of Occupancy issued by the City of Burnsville, Minnesota, and full and final mechanic's lien waiver documentation and paid invoices from all of Tenant's Contractors satisfactory to Landlord and indicating that all labor and material included in Tenant's Work has been paid for in full.

If Tenant has not commenced Tenant's Work within thirty (30) days after of the date upon which Landlord tenders possession of the Premises and Tenant's delay is not due to Landlord's actions or as a result of a fire or casualty not caused by Tenant, Landlord shall, at any time before issuance of the Certificate, have the right to cancel this Lease.

Subject to the conditions hereafter provided and those set forth in Exhibit D, and provided Tenant shall not be in default beyond any applicable cure period of any of its covenants and obligations hereunder, Landlord shall pay the Tenant's Allowance by reimbursing Tenant for its actual, out-of-pocket cost of completing Tenant's Work, as follows: (i) [0.00] of the Tenant Allowance (as defined in Section 1.1(Q) above) within ten (10) days following the date Tenant receives necessary permits and approvals required to permit Tenant to perform Tenant's Work; and (ii) the balance of the Tenant Allowance within twenty (20) days following the Opening Date, only upon fulfillment of all of the following conditions: (i) all of Tenant's Work is substantially complete and in accordance with Tenant's Plans and Specifications approved by Landlord; (ii) Landlord has received the Certificate and the required mechanic's lien waiver documentation satisfactory to Landlord (including without limitation, sworn statements, affidavits and final lien waivers from all contractors, sub-contractors and material suppliers); (iii) the final Certificate of Occupancy with respect to

the Premises has been issued, and Tenant has delivered a copy of same to Landlord; (iv) the Premises are opened for business to the public.

2.8 **CONDITION OF PREMISES.** Tenant has examined and knows the condition of the Premises (including, without limitation, the condition of all improvements thereat and building systems serving same). Subject to the provisions of Section 2.7 above, Tenant shall accept the Premises on the Commencement Date in their "AS-IS, WHERE-IS" physical condition. Tenant's taking possession of the Premises shall be conclusive evidence that the Tenant accepted the Premises in the condition existing on the date Tenant took possession, and that Tenant has waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, or decorate the Shopping Center or the Premises, and no representation regarding the Premises, the Building, or the Shopping Center or the Premises has been made by or on behalf of Landlord, except as stated in this Lease, if at all, and Tenant shall accept same in its "as is, where is" condition.

Neither Landlord nor any agents or employees of Landlord have made any representations or warranties, except as otherwise set forth herein, direct or indirect, oral or written, express or implied, to Tenant or any agents or employees of Tenant with respect to the condition of the Premises, its fitness for any particular purposes, or its compliance with any laws, and Tenant is not aware of and does not rely upon any such representation to any other party. Tenant acknowledges that it either has had or will have before the Commencement Date the opportunity to make such inspections as it desires of the Premises and all factors relevant to its use, including but not limited to, the interior, exterior, and structure of all improvements, and whether Tenant's Business (and all uses in connection therewith) are permitted uses within the municipal zoning district in which the Premises are located. Without limitation, Tenant acknowledges that no representation as to the condition and repair of the Premises or the uses permitted within the municipal zoning district in which the Premises are located have been made by or on behalf of Landlord prior to or at the execution of this Lease that is not herein specifically expressed, if any. Tenant's taking possession shall be conclusive evidence that the Premises were suitable for Tenant's intended purpose in all respects, and that, except for any latent defects, Tenant has waived all claims relating to the condition of the Premises and the suitability of same (including, without limitation, all matters relating to zoning and the uses permitted within the municipal zoning district in which the Premises are located) for the lawful operation of Tenant's Business thereat.

2.9 **QUIET ENJOYMENT.** So long as Tenant shall not be in default under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises, subject to the terms of this Lease.

2.10 **HAZARDOUS MATERIALS.** Landlord and Tenant agree as follows with respect to the existence or use of "Hazardous Material" in the Premises, the Building or otherwise at the Shopping Center.

(a) Tenant, at its sole cost and expense, shall comply with all laws, ordinances, rules, regulations and orders of any governmental authority having jurisdiction concerning environmental, health and safety matters ("Environmental Laws"), including, but not limited to, any discharge by Tenant, its agents, employees, contractors or invitees into the air, surface water, sewers, soil or groundwater of any Hazardous Material (as defined in Subsection 2.10(h)), whether within or outside the Premises, the Building or otherwise at the Shopping Center.

(b) On or before each anniversary of the Commencement Date, Tenant shall provide Landlord with written certification that it is in compliance with all Environmental Laws or shall otherwise specify the extent of Tenant's noncompliance, including Tenant's intended course of action and time frame for coming into compliance.

(c) Tenant shall, within ten (10) days of its receipt, provide Landlord with: (i) copies of any notice of alleged violations, or other claims, relating to Environmental Laws, (ii) any changes to its emergency preparedness and response plans, and (iii) all reports or analyses conducted by Tenant or its contractors to determine whether Hazardous Materials at the Premises are present, or have been released or threaten to be released. Landlord shall have access to the Premises at reasonable times and upon reasonable notice to inspect the Premises to determine Tenant's compliance with Environmental Laws. Tenant will cooperate with Landlord in any such inspection, and will provide Landlord with access to such relevant documents or records in Tenant's possession which Landlord may request.

(d) Tenant, on its own behalf and on behalf of its successors and assigns, hereby releases and forever discharges Landlord, its beneficiaries and their respective officers, directors, partners, employees and agents, both in their capacities as representatives and as individuals, from any and all claims, actions or liabilities of any manner whatsoever, whether in law or equity, whether now or hereafter claimed or known, which Tenant now has or may have in the future against the Landlord arising from or relating in any way to releases or threatened releases of Hazardous Materials to the environment which may occur as a result of Tenant's activities on the Premises, or which arise from Tenant's failure or alleged failure to comply with all Environmental Laws.

(e) Tenant shall not install any underground storage tanks of any kind whatsoever on the Premises. "Underground Storage Tank" as used herein shall have the meaning ascribed to it by the Solid Waste Disposal Act, 42 U.S.C. §6901 et seq., as it may be amended from time to time, except that tanks specifically excluded from the statutory definition shall nonetheless be encompassed within the definition for purposes of this Subsection 2.10(e).

(f) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises, the Building or otherwise at the Shopping Center by Tenant, its agents, employees, , without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material in the Premises, the Building or otherwise at the Shopping Center caused or permitted by Tenant

results in contamination of the Premises, the Building or the Shopping Center, or other property, then Tenant shall indemnify, defend (with counsel acceptable to Landlord in its sole and absolute discretion) and hold Landlord (and each of Landlord's officers, directors, partners, shareholders, agents, affiliates, employees, successors and assigns) harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Premises, the Building or the Shopping Center, damages for the loss or restriction in use of rentable or usable space or of any amenity of the Premises, the Building or the Shopping Center, damages arising from any adverse impact on marketing of space at the Shopping Center, and sums paid in settlement of claims, attorneys' fees, consultants' fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, the Building or otherwise at the Shopping Center. The obligations of Tenant under this Subsection 2.10(f) shall survive the expiration or earlier termination of this Lease.

(g) Without limiting Subsection 2.10(f), if the presence of any Hazardous Material in the Premises, the Building or otherwise at the Shopping Center caused or permitted by Tenant results in any contamination of the Premises, the Building or the Shopping Center, Tenant shall promptly take all action, at its sole expense, as is necessary to return the Premises, the Building or the Shopping Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises, the Building or the Shopping Center; provided that Landlord's approval of such action shall first be obtained, which approval shall not be withheld so long as such actions, in Landlord's sole and absolute discretion, would not potentially have any materially adverse long-term or short-term effect on the Premises, the Building or the Shopping Center.

(h) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the laws of the state where the Premises are located or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance which is: (i) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 3004 of the Federal Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901 et seq.), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. Section 9601 et seq.), or (iv) petroleum or petroleum derivatives.

(i) Any increase in the premiums for necessary insurance on the Premises, the Building or the Shopping Center which arises from Tenant's use and/or storage of Hazardous Materials shall be solely at Tenant's expense. Tenant shall procure and maintain at its sole

expense such additional insurance as may be necessary to comply with any requirement of any Federal, State or local government agency with jurisdiction.

(j) Tenant, on its own behalf and on behalf of its successors and assigns hereby covenants and agrees to indemnify, defend (with counsel acceptable to Landlord in its sole and absolute discretion) and hold Landlord, its officers, directors, partners, shareholders, employees, agents, successors, affiliates and assigns harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses contingent or otherwise which Landlord, its officers, directors, partners, shareholders, employees, agents, successors, assigns or affiliates may incur arising out of contamination of real estate or other property not part of the Shopping Center which contamination arises as a result of the presence of Hazardous Material in the Premises, the Building or at the Shopping Center, the presence of which is caused or permitted by Tenant. The obligations of this Subsection 2.10(j) shall survive the expiration or earlier termination of this Lease and shall be coextensive with the defense, indemnification and hold harmless rights of Landlord with respect to the Premises, the Building and the Shopping Center.

(k) Notwithstanding any other provision in this Lease, Tenant, for its own behalf and on behalf of its agents, employees, contractors, successors and assigns, hereby covenants and agrees that Tenant shall not undertake or perform any environmental test, survey, report, analysis, sampling or other environmental investigation or remediation at the Premises or the Shopping Center at any time without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Further, Tenant shall not directly or indirectly, by act, omission or otherwise cause any third party (including, but not limited to, governmental entities) to investigate or assert a claim for remedial action, damages, penalties, response costs, clean-up costs or injunctive or other relief regarding the existence or alleged existence of Hazardous Materials over, beneath, in, upon or emanating from the Premises or any other portion of the Shopping Center. Any breach of this Section 2.10(k) shall be deemed a Deliberate Event of Default under this Lease (as defined in Section 14.2 below).

2.11 LANDLORD'S RIGHT TO RELOCATE TENANT.

Landlord shall have the right, at any time during the Term, upon not less than sixty (60) days' prior written notice to Tenant, to relocate Tenant from the Premises to other premises within the Shopping Center (the "Relocation Premises") designated by Landlord.

Comparable Space.

The Relocation Premises shall be of reasonably comparable size, utility, and visibility to the original Premises, and suitable for Tenant's Permitted Use. If the Relocation Premises is smaller than the original Premises, Fixed Minimum Rent shall be proportionately reduced based on rentable square footage.

Amendment of Lease.

Upon relocation, Exhibit A (Premises) shall be deemed amended to substitute the Relocation Premises, and all other terms of this Lease shall remain in full force and effect.

Limitations

Relocation shall not materially interfere with Tenant's conduct of its Permitted Use. Landlord shall not be obligated to relocate Tenant more than once during the Term.

III. RENT

3.1 RENT PAYMENTS. Tenant agrees to pay to Landlord at the office of Landlord's Agent or at such other place as Landlord may from time to time designate Rent as defined in this Lease, all without offset or deduction and without notice or demand. The term "Rent" means Fixed Minimum Rent, Tax, Insurance and CAM Costs (including Estimated CAM, Tax and Insurance Payments) (as defined hereinafter), and all other sums of money which Tenant shall become obligated to pay to Landlord hereunder. Tenant's covenant to pay Rent is independent of every other covenant of this Lease.

3.2 FIXED MINIMUM RENT. Commencing on the Rent Commencement Date, Tenant shall pay monthly Fixed Minimum Rent in the amount specified in Section 1.1(J). For all other months or partial months of the Term, monthly Fixed Minimum Rent shall be paid in advance, on or before the first day of each and every calendar month during the Term. If the Rent Commencement Date is not the first day of a month, Tenant's first payment of Fixed Minimum Rent shall be prorated for the fractional month between the Rent Commencement Date and the first day of the first full month of the Term, on a per diem basis, and Tenant shall pay such prorated Fixed Minimum Rent on or before the Rent Commencement Date.

3.3 INTENTIONALLY OMITTED.

3.4 FAILURE OF TENANT TO OPEN, OPERATE. The Fixed Minimum Rent is not in itself adequate rental for the Premises. Therefore: (a) except for business closing for repairs, remodeling, or renovations of no more than ten (10) consecutive days or acts of God, Tenant shall continuously conduct and carry on Tenant's Business in the Premises during the usual business hours of each and every business day as is customary for businesses of like character in the market area in which the Premises are located to be open for business;; and (b) if Tenant fails to open for business and vacates the Premises prior to the Expiration Date, Landlord will suffer damages in an amount which is not readily ascertainable, and Landlord may collect as liquidated damages, and not as a penalty, in addition to Fixed Minimum Rent, all other charges which are due under this Lease, plus an amount equal to one thirtieth (1/30th) of the then applicable Fixed Minimum Rent for each day which Tenant fails to operate, and, in addition, Landlord may treat any of the aforesaid events as a "Deliberate Event of Default" pursuant to Section 14.2.

3.5 INTENTIONALLY OMITTED.

3.6 TAX, INSURANCE AND COMMON AREA MAINTENANCE RENT. In addition to Fixed Minimum Rent, Tenant shall pay to Landlord Tenant's CAM Proportionate Share of all Common Area Maintenance Costs (as defined below) for the Shopping Center, Tenant's Insurance Proportionate Share of all Insurance Costs (defined below) for the Shopping Center, and Tenant's Tax Proportionate Share of all Taxes (defined below) levied and assessed against the Shopping Center (collectively, "Tax, Insurance and CAM Costs"). Landlord and Tenant acknowledge Tenant's CAM Proportionate Share (as set forth in Section 1.1(P)(i)), Tenant's Proportionate Share of Insurance Costs (as set forth in Section 1.1(P)(ii)) and Tenant's Tax Proportionate Share (as set forth in Section 1.1(P)(iii)) are determined based on the current rentable space in the Shopping Center. Landlord and Tenant acknowledge that Tenant's CAM Proportionate Share, Tenant's Tax Proportionate Share and Tenant's Insurance Proportionate Share are each currently determined by dividing the Rentable Area of the Premises by the total Rentable Area of the Shopping Center. In the event additional improvements are added to the Shopping Center thereby increasing the Rentable Area of the Shopping Center, or the Rentable Area of the Shopping Center is decreased, then Tenant's CAM Proportionate Share shall be recomputed by dividing the total Rentable Area of the Premises by the total Rentable Area of the Shopping Center (as adjusted for any modifications to the Shopping Center) as same shall exist from time to time, and Tenant's Tax Proportionate Share and Tenant's Insurance Proportionate Share shall each be recomputed by dividing the total Rentable Area of the Premises by the total Rentable Area of the Shopping Center (as adjusted for any modifications to the Shopping Center) as same shall exist from time to time. Notwithstanding the foregoing, Landlord reserves the right to exclude from calculation of the Rentable Area of the Shopping Center any tenant space that may be assessed separately and relative to which the tenant leasing such space pays its taxes directly to the assessing authority, and any other exclusions from the Rentable Area of the Shopping Center (e.g., equipment rooms) which Landlord may, in its sole discretion, specify including without limitation the exclusion of rentable space from one or more of the calculations for Tenant's CAM Proportionate Share, Tenant's Insurance Proportionate Share and Tenant's Tax Proportionate Share.

Notwithstanding any provision in this Lease to the contrary, Landlord reserves the right to modify, expand, reduce, eliminate, improve, develop, redevelop, reconfigure, remeasure, recalculate, lease and otherwise alter the total Rentable Area of the Shopping Center (or any portions thereof) and/or the Common Areas of the Shopping Center (or any portions thereof) at any time and from time to time during the Term, and to adjust Tenant's Proportionate Shares accordingly.

Except as otherwise expressly provided herein, commencing on the date Tenant opens for business at the Premises, Tenant shall make monthly estimated payments of CAM, Tax and Insurance Rent (each, an "Estimated CAM, Tax and Insurance Payment") in an initial amount equal to the total of the Initial Monthly Estimated CAM, Tax and Insurance Payment, specified in Section 1.1(L). The first full month's Estimated CAM, Tax and Insurance, and Monthly Fixed Minimum Rent payable hereunder shall be paid on the Execution Date. For all other months or partial months of the Term, each monthly Estimated CAM, Tax and

Insurance Payment shall be paid in advance, on or before the first day of each and every calendar month during the Term. If the Commencement Date is not the first day of a month, Tenant's first payment of Estimated CAM, Tax and Insurance Payment shall be prorated for the fractional month between the Commencement Date and the first day of the first full month of the Term, on a per diem basis, and Tenant shall pay such prorated Estimated CAM, Tax and Insurance Payment on or before the Commencement Date. Landlord may, from time to time, adjust the amount of Tenant's Estimated CAM, Tax and Insurance Payments based upon Landlord's projections, and in the event Landlord is required under any mortgage encumbering part or all of the Shopping Center to escrow Taxes, Insurance Costs or CAM Costs. On or about April 1st following the end of each Adjustment Year, or at such later time as Landlord is able to determine the actual amounts of Tax, Insurance and CAM Costs increases for the Adjustment Year last ended, Landlord shall notify Tenant in writing of such actual amounts. If the total of Estimated Tax, Insurance and CAM Payments paid by Tenant during such Adjustment Year is less than the actual amounts payable for such year, then Tenant shall, within thirty (30) days after the date of Landlord's notice, pay to Landlord an amount equal to the excess of the actual Tax, Insurance and CAM Costs payable for the Adjustment Year last ended over the total of Estimated Tax, Insurance and CAM Payments paid by Tenant during such Adjustment Year. Except as provided in Section 3.9, if the total of Tenant's Estimated Tax, Insurance and CAM Payments for any Adjustment Year exceeds the actual amount payable by Tenant and Tenant is not in breach of any provision of this Lease or otherwise indebted to Landlord, Landlord shall either refund such excess to Tenant within thirty (30) days or, at Landlord's option, credit such excess to the next payments of Rent due. The foregoing notwithstanding, under no circumstance shall Landlord increase Tenant's Estimated CAM Costs more than twenty (20) percent on an annual basis.

Notwithstanding the foregoing, Landlord reserves the right to exclude from calculation of the Rentable Area of the Shopping Center any tenant space that may be assessed separately and relative to which the tenant leasing such space pays its taxes directly to the assessing authority, and any other exclusions from the Rentable Area of the Shopping Center (e.g., equipment rooms) which Landlord may, in its sole discretion, specify.

"Taxes" shall include all taxes attributable to improvements now or hereafter made to or upon the Shopping Center, the Building or the Land, or attributable to any present or future installation in the Shopping Center or the Building of fixtures, machinery or equipment; all real estate taxes, assessments; water and sewer rents; and other governmental impositions and charges of every kind and nature whatsoever, nonrecurring as well as recurring; special or extraordinary as well as ordinary; foreseen and unforeseen; and each and every installment thereof, which are levied, assessed or imposed, or become due and payable or become liens upon, or arise in connection with the use, occupancy or possession of, or any interest in, the Shopping Center, or any underlying land, building or other improvement thereon during the Term. If Landlord retains any attorney or consultant to negotiate the amount of taxes, or any factor influencing the amount of any taxes or institutes any proceeding challenging any factor influencing the amount of any taxes, whether or not such

action results in a reduction in the amount of taxes, "Taxes" shall include all such fees, attorneys' and appraisers' costs and fees and all disbursements, court costs and other items paid or incurred by Landlord during the applicable Adjustment Year regarding such negotiations or proceedings.

"Insurance Costs" shall mean all costs, expenses, premiums and disbursements of every kind and nature which Landlord shall pay or become obligated to pay for rent interruption and all other insurance policies as Landlord shall, from time to time, maintain in connection with the management, operation and ownership of the Building, the Shopping Center, the Common Areas and related real estate.

"Common Area Maintenance Costs" or "CAM Costs" shall mean all costs, expenses and disbursements of every kind and nature which Landlord shall pay or become obligated to pay in connection with the management (including management/administrative fees), ownership, operation, maintenance, replacement and repair of the Shopping Center, and related real estate, including the Common Areas and all improvements from time to time existing, and of the personal property, fixtures, machinery, equipment, systems and apparatus located in or used in connection with the Shopping Center or related real estate, including without limitation: utility expenses; removal of snow, ice, rubbish and debris; rental and depreciation (over a period not exceeding sixty (60) months) of machinery and equipment and other nonreal estate assets used in the operation and maintenance of the Shopping Center; repairing or replacing of components of the Building and Shopping Center, paving, curbs, walkways, landscaping, seating areas and seats, drainage, retention ponds, water lines, sanitary and storm sewer lines, electrical lines and other equipment serving the land on which the Shopping Center or any part thereof is constructed; heating, ventilating and air conditioning enclosed Common Areas; uniforms and replacement of uniforms; the rental of music programs, services and loudspeaker systems including the cost of electricity therefor; all costs of from time to time providing any parking areas inside or outside the Shopping Center for the use of Tenants, their employees, customers, and invitees, including costs of fencing, paving, rentals, and other costs of operation, maintenance, repair and improvement of any outside parking areas; all parking surcharges that may result from any environmental or other laws, rules, regulations, guidelines or orders; the cost of obtaining and operating public transportation or shuttle bus systems used to transport customers to or within the Shopping Center; assessments and expenses charged by Burnsville Mall under reciprocal easement agreements and maintenance agreements; and the cost of improvements, systems, fixtures, apparatus, machinery and/or equipment obtained to reduce the Common Area Maintenance Costs. In the event of any dispute as to whether an item represents a CAM Cost, Landlord's accounting practices shall be determinative and binding on the parties.

If for reasons other than Tenant's breach of any provision of this Lease terminates on a date other than the last day of an Adjustment Year, or begins on a date other than January 1, Tenant's Tax, Insurance and CAM Costs shall be prorated based on the proportion which

that part of the calendar year during which this Lease is in effect bears to the full calendar year.

Provided Tenant is not then in breach of any of the provisions of this Lease, if, after Tenant has made the required annual payment of Tax, Insurance and CAM Costs, Landlord receives a refund of any portion of the Taxes included in the computation of such Tax, Insurance and CAM Costs, then upon receipt by Landlord of such refund Landlord shall apply as a credit against Tenant's monthly rental obligations due hereunder the percentage of the difference between such net refund less all costs and expenses (including, but not limited to, attorneys' and appraisers' fees and costs) expended or incurred in obtaining such refund (and not otherwise included in prior payments of Tax, Insurance and CAM Costs) and the amount originally paid by Landlord for the Taxes in question, which is the same as the percentage of the Taxes in question which were paid by Tenant; provided, however, that the application of any such refund against Tenant's monthly rental obligations shall not reduce, alter or modify Tenant's obligation to pay the Estimated Tax, Insurance and CAM Payments as provided herein but such credit shall be applied by Landlord at such time as Landlord shall determine the Estimated Tax, Insurance and CAM Costs payable by Tenant. Tenant shall not institute any proceeding with respect to the assessed valuation of the Shopping Center or any part thereof for the purpose of securing a tax reduction.

If during the Term, under the laws of any jurisdiction in which the Shopping Center is located, a tax, imposition, charge, assessment, excise or license fee is levied on, imposed against or computed in whole or in part, by reference to: (a) any rent payable hereunder or under any other lease within the Shopping Center; or (b) the value of any lien placed against the Shopping Center or against the Land or any obligations secured thereby; or if any other tax (except income tax), imposition, charge, assessment, excise or license fee which is not referred to above, shall be levied or imposed by any such jurisdiction, then to the extent that the cost of any of the foregoing shall be imposed, either directly or indirectly, on Landlord then such tax, imposition, charge, assessment, excise or license fee, shall constitute "Taxes."

3.7 INTENTIONALLY OMITTED.

3.8 COLLECTION OF ACTUAL TAX RENT. Landlord has the right to bill Tenant for any excess in Tenant's Tax Proportionate Share of the actual amount of any Tax for each Adjustment Year over the amount of that part of Tenant's Estimated Tax, Insurance and CAM Payments theretofore made and allocable to such Tax, and for any separable part thereof, after Landlord receives the respective bill, assessment, levy, notice of imposition or other evidence that such Tax is due or payable, all of which are hereinafter collectively referred to as a "Tax Bill" (whether such bill is a final bill, an estimate of annual taxes or represents a tax bill based upon a final or partial assessment or determination). Tenant shall pay the balance of Tenant's Proportionate Tax Share within thirty (30) days of Landlord's statement setting forth the Taxes for which Landlord has received a Tax Bill, Tenant's Tax Proportionate Share, and Tenant's payments theretofore made and allocable to the respective Tax. A Tax Bill or photocopy thereof submitted to Tenant shall be conclusive evidence of the amount of the Taxes included in the computation of the Tax in

question. Landlord shall have the right to bill Tenant for Tenant's share of Taxes for the last Adjustment Year whether or not Landlord shall theretofore have received a Tax Bill covering the period including the Expiration Date. If Landlord has not received a Tax Bill for such period, Landlord may estimate the amount of such last installment of Tenant's Tax Proportionate Share on the basis of information contained in the Tax Bill most recently received by Landlord, subject to adjustment when Landlord receives the actual Tax Bill. Tenant shall pay such adjusted amount upon billing. Landlord shall make commercially reasonable efforts to cause an appeal of the real estate taxes assessed against the Shopping Center at least once every three (3) years during the Term, in connection with the reassessment of the Shopping Center by DuPage County; however, in each instance Landlord reserves the right to discontinue any such appeal at any time if Landlord determines, in its sole discretion, that such appeal is not expected to be successful.

3.9 REFUNDS IN LAST ADJUSTMENT YEAR; INTEREST. Landlord shall not be obligated to refund to Tenant any amount otherwise refundable during the last Adjustment Year until Tenant has fully performed all of its obligations under this Lease and is not indebted to Landlord. If Tenant is indebted to Landlord for any reason whatsoever, Landlord may deduct the amount owed from such refund, but such deduction shall not relieve Tenant from paying to Landlord all amounts otherwise due Landlord.

3.10 TENANT AUDIT. Tenant shall have the right, upon reasonable prior written notice to Landlord and at Tenant's sole cost and expense, to inspect Landlord's accounting records ("Tenant Audit") relative to CAM Costs and Taxes related to a particular calendar year during normal business hours at any time within thirty (30) days following the date Landlord furnishes to Tenant the annual report of Tax, Insurance and CAM Costs for such particular calendar year in accordance with Section 3.6 above, provided that (i) Tenant does not engage any auditor or accountant on a "contingent fee" basis to conduct or participate in such inspection; (ii) Tenant shall keep the results of any such inspection strictly confidential and Tenant shall at no time disclose to any party (except as expressly permitted herein) any information contained in any such report; and (iii) unless Tenant shall take written exception to any item in such report within such 30 day period, such report shall be considered final and accepted by Tenant. Notwithstanding anything to the contrary contained herein, if any Tenant Audit of Tax, Insurance and CAM Costs conducted reveals that Tenant has overpaid Tax, Insurance and CAM Costs for the audited year because Landlord has overstated Tax, Insurance and CAM Costs for such year by more than five percent (5%), and such overstatement is confirmed by an independent certified public accountant mutually selected by Landlord and Tenant, then Landlord shall reimburse Tenant for Tenant's reasonable third-party, out-of-pocket costs incurred to conduct such Tenant Audit.

3.11 SURVIVAL. Tenant's obligation and liability to pay Rent accrued and/or due and payable during the Term (and any extension thereof) shall survive the expiration or earlier termination of this Lease.

IV. GROSS SALES NA

V. UTILITIES

From and after the date on which Landlord tenders possession of the Premises to Tenant, Tenant shall pay for all utility service provided to the Premises including, but not limited to, water, gas, heat, light, sewer, and telephone service, and all taxes thereon. For any utility service not separately metered and directly billed to Tenant by the local utility provider, Tenant shall pay Landlord, in monthly installments at the time for payment of Fixed Minimum Rent, an annual amount, ("Utility Charges") as estimated by Landlord from time to time, and billed to Tenant at such utility provider's then current rates, which Tenant would pay for such service if it were separately metered to the Premises.

If Landlord elects to furnish any such services, Landlord shall not be liable to Tenant in damages, or otherwise, should the furnishing of any service be inadequate, interrupted or be terminated because of necessary repairs or improvements for any cause beyond Landlord's reasonable control. Upon not less than thirty (30) days' notice, Landlord may cease to furnish any or all of said services without any responsibility to Tenant except to connect the service facilities with another available alternate source of supply.

If Landlord at any time elects to separately meter the Premises for any utility service, then for all utilities supplied directly to the Tenant by the respective utility provider, Tenant shall pay upon demand all reasonable costs of metering, including the cost of all meters and the installation and maintenance thereof, and Tenant shall be billed directly by such utility provider and shall pay each bill in accordance with its terms. If for any reason Tenant cannot be billed directly, Landlord shall forward each bill to Tenant and Tenant shall pay it in accordance with its terms.

In no event shall Tenant have any right to directly or indirectly procure any utility service not currently provided to the Shopping Center.

VI. COMMON AREAS

6.1 USE OF COMMON AREAS. Use of the Common Areas as from time to time constituted and provided shall be subject to the following Landlord's rights: (a) Landlord's right, at any time and from time to time, to make all changes in the Common Areas and other portions of the Shopping Center except the Premises as will, in Landlord's sole judgment, be in the best interests of the Shopping Center tenants, including the right to relocate, remove, construct and install any and all improvements, additions and alterations in the Shopping Center, the right to alter, remove, relocate, diminish, or make additions to any such improvements, additions and alterations, or entrances, exits, passageways, doors, elevators, stairs, toilets, loading docks, traffic lanes, parking areas, and other common areas, and the boundaries and locations and entrances and exits of any parking area or areas and the right to enclose, heat, ventilate and air condition the malls (if any); (b) the right to keep all or any of the Common Areas open only during the hours when the Shopping Center is open for business and to temporarily close any or all of the Common Areas at any time to make repairs or changes, to prevent the acquisition of public rights, or to discourage

parking not in conformity with Landlord's regulations, and to do such other acts in and to the Common Areas as in Landlord's judgment may be desirable; (c) the right to determine the manner in which the Common Areas shall be maintained, operated, equipped, lighted and surfaced, (d) notwithstanding anything to the contrary in this Lease, the right to institute such programs and measures as Landlord may deem necessary or desirable, to conserve or preserve energy or energy related services, or as Landlord may deem necessary or required to comply with any applicable codes, rules and regulations; and (e) the right at any time and from time to time to dedicate to public use part or all of the utility lines, together with all easements required to effectuate such dedications, as Landlord may see fit.

6.2 LANDLORD'S RIGHTS WITH RESPECT TO COMMON AREAS AND OUTLOTS.

Notwithstanding any provision in this Lease to the contrary, Landlord reserves the right at any time and from time to time to modify, expand, reduce, relocate, eliminate, reconfigure, lease and otherwise alter the total rentable square area of the Shopping Center and/or size, shape, location, configuration and presence of the Shopping Center and/or the Common Areas of the Shopping Center (or any portion thereof) at any time and from time to time during the Term, and to adjust Tenant's Proportionate Share accordingly, as necessary.

Further, Tenant hereby agrees and acknowledges that Landlord shall be permitted to improve or cause to be improved or to convey or lease to third parties for improvement, and to take such actions as may be necessary to effect the foregoing (all without the necessity of obtaining Tenant's consent), the out lots, if any, depicted on Exhibit A, or any other existing or future out lots developed or established by Landlord at the Shopping Center from time to time, or any lots contiguous or adjacent to the Shopping Center to which legal or equitable title is acquired by Landlord at any time during the Term (individually, an "Out lot," and collectively, the "Out lots"), as separate and independent developments from the remainder of the Shopping Center, with the understanding that the Out lots and the remainder of the Shopping Center shall nevertheless constitute an integrated shopping center and, the same may, at Landlord's election, form part of the Shopping Center. The foregoing rights shall also include, without limitation, Landlord's right to redevelop and reconfigure any Out lot from time to time. In the event of a sale, transfer or other conveyance of any of the Out lots, Landlord may enter into an agreement with the transferee granting appropriate easement and other rights, and containing such other matters as Landlord and such transferee may agree (without the necessity of obtaining Tenant's consent). Further, Landlord and Tenant hereby agree and acknowledge that Landlord shall be permitted to sell, transfer or otherwise convey any portion of the Shopping Center as a separate and independent development from the remainder of the Shopping Center (without the necessity of obtaining Tenant's consent) with the understanding that any such portion and the remainder of the Shopping Center shall nevertheless constitute an integrated shopping center and the same may not, at Landlord's election, form part of the Shopping Center. In the event of a sale, transfer or other conveyance of any portion of the Shopping Center (separate from the balance of the Shopping Center), Landlord may enter into an agreement with the transferee granting appropriate easement and other rights, and containing such other matters as Landlord and

such transferee may agree (without the necessity of obtaining Tenant's consent). In no event shall this Lease be deemed to confer upon Tenant or the Premises any rights of visibility to or for the benefit of the Shopping Center, the Premises or the operation of Tenant's Business thereat.

VII. MAINTENANCE AND REPAIR

7.1 LANDLORD'S REPAIRS. Landlord shall maintain (i) the foundations, exterior walls (excluding all glass doors, windows and store fronts) and the roof of the Building in which the Premises are located, (ii) the electrical, plumbing and mechanical systems serving the Shopping Center (except for those systems that are to be maintained by Tenant or other tenants of the Shopping Center) and (iii) the Common Areas in good condition and repair, except that Landlord shall not be required to make any repairs which become necessary or desirable by reason of any act or omission of Tenant. Tenant has no right to make any alterations or to affix any chattels or perform any other work which affects any structural portion or the roof of the Building, or the structural integrity of the Building. If, without Landlord's prior written consent, Tenant performs any alteration, affixes any chattels or performs other work which affects any structural portion or the roof of the Building or that portion of the exterior of the Premises which Landlord is obligated to repair pursuant to this Section or which affects the structural integrity of the Building, such action by Tenant shall release and discharge Landlord as of the commencement of such alteration, affixation or other work of and from Landlord's repair obligation and shall, at Landlord's election, be deemed a Deliberate Event of Default by Tenant hereunder. Thereafter, Tenant shall be solely responsible for the cost of maintaining, repairing and replacing all such structural portions thereof, the exterior of the Premises or the Building which have been so affected. If Tenant performs any such alterations, affixations or other work in a manner not consistent with Landlord's consent thereto, such work shall be deemed to have been performed without Landlord's consent. Nothing contained in this Section 7.1 shall limit Landlord's right to include costs incurred hereunder in CAM Costs, to the extent deemed applicable by Landlord.

7.2 TENANT'S REPAIRS. Tenant shall, at Tenant's expense, maintain, repair, and replace all parts of the Premises, so that the same shall at all times be in good order and repair, and in a clean, sanitary and safe condition and in accordance with all applicable governmental laws and regulations, including all equipment, fixtures and plate glass, the fire protection and sprinkler systems, the store front, and the heating, cooling, ventilating, electrical, plumbing and mechanical systems within the Premises, subject to the terms of Section 7.1 above. Notwithstanding anything to the contrary herein, Landlord shall maintain in force throughout the Term and any extension(s) thereof, at Tenant sole cost and expense (in addition to Rent and CAM Costs), which shall not exceed \$250.00 per calendar quarter and per HVAC unit, a maintenance contract requiring at least quarterly maintenance by a company of recognized experience and standing, reasonably acceptable to Landlord, covering the heating, ventilation and air conditioning systems serving the Premises throughout the Term and any extension(s) thereof. Tenant must operate heating and

cooling equipment to maintain such store temperatures as will prevent the freezing or bursting of pipes and the draining of heated or chilled air from any enclosed Common Areas.

7.3 TENANT'S ALTERATIONS. Tenant shall not, without Landlord's prior written consent (which consent may be withheld in Landlord's sole and absolute discretion), do any Tenant's Work or any other work, painting or decorating, or erect any partitions, make any alterations or repairs in or additions to the Premises or do any nailing, boring, or screwing into the ceiling, walls or floors. Landlord's refusal of consent shall be conclusive. If Landlord so consents, before commencement of any such work or delivery of any materials into the Premises, the Building or the Shopping Center, Tenant shall furnish to Landlord for approval architectural plans and specifications, names and addresses of all contractors, and contracts, necessary permits and licenses, and certificates of insurance and instruments of indemnification against any and all claims, costs, damages and liabilities which may arise in connection with such work, all in such form and amount as may be satisfactory to Landlord. All of Tenant's contracts for such work shall provide that no lien shall attach to or be claimed against the Land or any interest in the Shopping Center other than Tenant's leasehold interest in the Premises. In addition, prior to commencement of any such work or delivery of any materials into the Shopping Center, the Building or the Premises, Tenant shall deposit with Landlord such security for the payment for said work and materials as Landlord may require. Tenant shall defend (with counsel acceptable to Landlord in Landlord's sole and absolute discretion), indemnify and hold Landlord forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work, as performed by Tenant or under Tenant's express direction. Tenant's obligations herein shall not however extend to the acts, conduct, or lack thereof, of third-party contractors operating outside of Tenant's directive or without reasonable care. Tenant's obligations as set forth in this sentence shall expressly survive the expiration or earlier termination of this Lease. All such work shall be done only by contractors approved by Landlord and at such times and in such manner as Landlord may from time to time designate. Tenant shall pay the cost of all such work and the cost of decorating the Premises and restoring and decorating the Building and Shopping Center occasioned thereby. Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended or used in connection therewith. All such work shall be done in a good and workmanlike manner and with the use of good grades of materials. All such work shall be coordinated with all work being performed by Landlord and other occupants of the Shopping Center and shall be accomplished in a manner which will not disturb or interfere with the other occupants of the Shopping Center.

All alterations, improvements, and installations to or on the Premises (including all carpeting and floor covering) shall, unless Landlord requests their removal, remain in the Premises at the expiration or termination of this Lease or of Tenant's right of possession, without compensation to Tenant. If, upon Landlord's request, the Tenant does not affect removal, Landlord may remove the same and the Tenant shall pay the cost of such removal to the Landlord upon demand. Tenant shall not pledge, mortgage, hypothecate or in any

way create a security interest in and to any of the alterations and improvements provided for herein to any third party. Tenant shall be allowed to take floor coverings and any other fixtures of Tenant that are not affixed permanently to the Premises; provided, however, Tenant repair any damage to the Premises prior to the end of the term.

7.4 MECHANIC'S LIENS. Tenant agrees to pay promptly for any labor performed and materials furnished by Tenant or with Tenant's knowledge or permission in or about the Premises, and Tenant shall not permit any lien or claim for lien of any mechanic, laborer or supplier or any other lien to be filed against the Shopping Center or the Land arising out of work performed, or alleged to have been performed by Tenant or with its knowledge. If any such lien or claim for lien is filed or received by Landlord, Tenant shall immediately either have such lien or claim for lien released of record or shall deliver to Landlord a bond in form, content, amount, and issued by a surety, satisfactory to Landlord indemnifying Landlord and others designated by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien or claim for lien so released or to deliver such bond to Landlord, Landlord may, without investigating the validity of such lien, pay or discharge the same, and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees and costs.

7.5 SURRENDER. On the Expiration Date, or other date of termination of Tenant's right to possession of the Premises or any part thereof, Tenant shall surrender the Premises to Landlord in good order, repair and condition, and shall, at Landlord's option, restore the Premises to the condition existing on the Commencement Date or the Opening Date, whichever Landlord elects, ordinary wear and tear excepted. Upon any termination which occurs other than by reason of Tenant's default, Tenant shall be entitled to remove from the Premises all movable personal property of Tenant, provided Tenant shall immediately repair all damage to the Premises, the Building and the Shopping Center resulting from such removal and shall restore the Premises to the condition existing on the Commencement Date or the Opening Date, whichever Landlord elects, ordinary wear and tear excepted. If possession of the Premises is not immediately delivered to Landlord or if Tenant fails to remove all of Tenant's movable personal property, as aforesaid, Landlord may remove any of such property therefrom without any liability to Tenant, and at Tenant's expense. All movable personal property which Tenant fails to remove from the Premises shall be conclusively presumed to have been abandoned by Tenant, and title thereto shall pass to Landlord without any cost or credit therefor, and Landlord may retain such property on the Premises or, at its option and at Tenant's expense, store or dispose of such property, all without incurring any liability to Tenant or any other person.

VIII. INSURANCE

8.1 TENANT'S INSURANCE. Tenant is a self-insured, political subdivision of the State of Minnesota and shall be governed by the provisions of Minnesota Statutes, Section 466.04. Tenant agrees to acquire and maintain, at its sole expense, commercial general liability insurance (or comparable coverage under a program of self-insurance), with a limit

of coverage equal to or greater than the liability limits under Minnesota Statutes Chapter 466.

8.2 WAIVER OF SUBROGATION. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

8.3 INDEMNITY. Tenant hereby defends, indemnifies and saves harmless Landlord from and against any and all liability, claims, demands, damages, expenses, fees, fines, suits, actions, and causes of action of any and every kind arising out of, resulting from, or in any way connected with: (a) the negligence of Tenant, its employees and others in Tenant's direct control; or (b) Tenant's failure to perform, satisfy or comply with any obligation under this Lease, including legal and investigatory fees and costs, and all other costs, expenses and liabilities. If any proceeding based on any such claim is brought against Landlord, Tenant shall defend such proceeding at its sole cost by legal counsel satisfactory to Landlord. Tenant's obligations contained in this Section 8.3 shall expressly survive the expiration or earlier termination of this Lease. Except to the extent caused by the negligence or willful misconduct of Tenant, Landlord agrees to indemnify, defend and hold harmless Tenant, and Tenant's officers, agents, directors, representatives, shareholders, members and employees ("Tenant's Indemnitees"), from and against any and all claims, demands, actions, liabilities, losses, injuries, fines, penalties, liens, damages (direct or otherwise), costs and expenses (including attorneys' fees) incurred by Tenant or Tenant's Indemnitees, for injuries to any persons and damage to or theft or misappropriation or loss of property occurring in or about the common areas of the Building and arising from any breach or default of Landlord in the performance of any covenant or agreement to be performed by Landlord under this Lease. If any proceeding is filed against Tenant or any of Tenant's Indemnitees in connection with any of the foregoing, Landlord agrees to defend Tenant or such party in such proceeding at Landlord's sole cost by legal counsel reasonably satisfactory to Tenant and Tenant's Indemnitees, if requested by Tenant.

8.4

IX. DAMAGE

9.1 RENT ABATEMENT. If all or any portion of the Premises is damaged by fire or occurrence covered by extended coverage insurance and not caused by the fault or neglect of Tenant, and if this Lease is not terminated, and provided Tenant is not conducting business in the Premises during such period, Tenant's obligation to pay monthly Fixed Minimum Rent and Tax, Insurance and CAM Costs shall abate from the date of the

occurrence until the date the damaged portion of the Premises shall have been rebuilt or repaired, in the proportion that the area of the portion of the Premises rendered unusable bears to the entire area of the Premises. If the fire or other casualty is caused by the fault or neglect of Tenant, Fixed Minimum Rent shall not abate.

9.2 OPTION TO CANCEL. Either Landlord or Tenant shall have the option to cancel this Lease if forty percent (40%) or more of the Premises or of the Building shall be damaged by fire or other occurrence, or if, during the last twelve (12) months of the Term, any part of the Premises or Building are so damaged by fire or other occurrence. This option may be exercised upon giving notice of cancellation to the other party within sixty (60) days following the occurrence and cancellation shall be effective on the date specified in the notice, but not later than ninety (90) days after the occurrence

9.3 OBLIGATION TO REBUILD. Subject to the rights of mortgagees and provided that this Lease is not terminated, in the event of a fire or other casualty affecting the Premises, Landlord, with reasonable diligence, shall use commercially reasonable efforts to restore the Premises to the condition which existed on the Commencement Date, prior to the start of Tenant's Work. Notwithstanding the foregoing, if fifty percent (50%) or more of the Premises or the Building is rendered untenable by reason of fire or other casualty, Landlord may, at its option, either restore the Premises and the Building subject to the availability of insurance proceeds, or terminate this Lease effective as of the date of such fire or other casualty. Landlord agrees to give Tenant written notice within sixty (60) days after the occurrence of any such fire or other casualty designating whether Landlord elects to so restore or terminate this Lease and, if Landlord has elected to restore, an estimate of the period required to restore the Premises. If Landlord elects to terminate this Lease, Rent shall be paid through and apportioned as of the date of such fire or other casualty. If Landlord elects to restore the Premises, Landlord's obligation to restore the Premises shall be limited to restoring those improvements in the Premises existing as of the date of such fire or other casualty which were made at Landlord's expense. However, Landlord shall not be obligated to expend any sums for repair or rebuilding which are greater than the proceeds of Landlord's fire and casualty insurance policies. Sums applied by Landlord's mortgagee to sums due under a mortgage loan shall not be deemed received by Landlord. Notwithstanding the foregoing, in no event shall Landlord have any obligation to rebuild the Premises if Tenant shall be in breach or default of any of Tenant's obligations hereunder.

9.4 TENANT FURNISHINGS, NO OTHER ABATEMENT. If Landlord is required or elects to repair or rebuild the Premises, then Tenant shall diligently and as soon as feasible repair and replace Tenant's Work, its merchandise, trade fixtures, furnishings, equipment and permitted alterations, additions and improvements in a manner and to at least a condition equal to that which existed prior to its damage or destruction. Except as expressly provided in this Article to the contrary, this Lease shall not terminate nor shall there be any abatement of any Rent as the result of any fire or other occurrence.

X. ASSIGNMENT AND SUBLETTING

10.1 Tenant shall neither sublet the Premises nor assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or any interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise. If Tenant, or the beneficiary of Tenant is a limited liability company, a withdrawal or change, voluntary or involuntary or by operation of law, of any member or members owning in the aggregate an interest of 50% or more, whether by single transaction or event or by cumulative transactions or events, or a dissolution of the limited liability company shall be deemed an assignment of this Lease. If Tenant is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law, of any partner or partners owning in the aggregate an interest therein of fifty percent (50%) or more, whether by a single transaction or event or by cumulative transactions or events, or a transfer of any general partnership interest by any person or entity who owns a general partnership interest at the date of the execution of this Lease, or the dissolution of the partnership shall be deemed an assignment of this Lease. If Tenant is a trust, a change of fifty percent (50%) of the beneficial ownership shall be deemed an assignment of this Lease. If Tenant is a corporation, any dissolution, merger, consolidation, or reorganization of Tenant or of a parent corporation of which Tenant is the direct or indirect subsidiary, or the sale or transfer of a controlling percentage of the capital stock of Tenant or of a parent corporation of which Tenant is the direct or indirect subsidiary, whether by a single transaction or event or by cumulative transactions or events, shall be deemed an assignment of this Lease; except that this provision shall not apply if, at the date of execution of this Lease, over fifty percent (50%) of the voting power of such corporation or its corporate parent is held by fifty (50) or more unrelated shareholders or distributed to such number of unrelated shareholders in a public distribution of securities. If Tenant consists of more than one person, then a purported assignment, voluntary, involuntary, or by operation of law by one or more of them, whether by single transaction or event or by cumulative transactions or events, and whether to one or more such persons already a part of Tenant or to one or more third parties, or to any combination thereof, shall be deemed an assignment of this Lease.

10.2 Notwithstanding anything contained herein to the contrary, Tenant may assign its interest in this Lease to the purchaser of all or substantially all of Tenant's business assets, provided Landlord consents to said assignment. If Tenant shall desire Landlord's consent to any assignment, Tenant shall notify Landlord in writing, which notice ("Assignment Notice") shall include (i) the proposed effective date of the assignment, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Assignment Notice, and (ii) all of the terms of the proposed assignment and the consideration therefor, including a calculation of the "Transfer Premium," as that term is defined in Section 10.4 below, in connection with such assignment, the name and address of the proposed assignee, and a copy of all existing and/or proposed documentation pertaining to the proposed assignment, including all existing operative documents to be executed to evidence such assignment or the agreements incidental or related to such assignment, (iii) current financial statements of the proposed assignee certified by an officer, partner or owner thereof, and any other information required by Landlord, which will enable Landlord to determine the financial

responsibility, character, and reputation of the proposed assignee and the nature of such assignee's business and proposed use of the Premises, and (iv) such other information as Landlord may reasonably require. Any assignment made without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect and, at Landlord's option, constitute a default by Tenant under this Lease. Whether or not Landlord shall grant consent, Tenant shall pay Landlord's review and processing fees, as well as any reasonable legal fees incurred by Landlord, within ten (10) days after written request by Landlord.

10.3 Landlord shall not unreasonably withhold its consent to any proposed assignment of the Premises to the assignee on the terms specified in the Assignment Notice. The parties hereby agree that it shall be deemed to be reasonable under this Lease and under any applicable law for Landlord to withhold consent to any proposed assignment where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

10.3.1 Assignee is of a character or reputation or engaged in a business which is not consistent with the quality of the Shopping Center;

10.3.2 Assignee is either a governmental agency or instrumentality thereof;

10.3.3 Assignee's intended use of the Premises is not for a permitted use hereunder;

10.3.4 Assignee is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested;

10.3.5 The proposed assignment would cause Landlord to be in violation of another lease or agreement to which Landlord is a party, or would give an occupant of the Shopping Center a right to cancel its lease; or

10.3.6 Either assignee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the assignee, (i) occupies space in the Shopping Center at the time of the request for consent, (ii) is negotiating with Landlord to lease space in the Shopping Center at such time, or (iii) has negotiated with Landlord during the twelve (12)-month period immediately preceding the Assignment Notice.

10.4 Notwithstanding anything to the contrary in this Lease, if Tenant or any proposed assignee claims that Landlord has unreasonably withheld or delayed its consent under Sections 10.1 or 10.2 or otherwise has breached or acted unreasonably under this Article X, then, in addition to any other remedies available to Tenant and/or any such proposed assignee, Tenant shall have the right to seek a declaratory judgment and an injunction for the relief sought. If Landlord consents to any assignment pursuant to the terms of Section 10.2, Tenant may, within six (6) months after Landlord's consent, but not later than the expiration of said six-month period, enter into such assignment of the Premises, upon substantially the same terms and conditions as are set forth in the Assignment Notice furnished by Tenant to Landlord pursuant to Section 10.2 of this Lease, provided that if there are any changes in the terms and conditions from those specified in

the Assignment Notice (i) such that Landlord would initially have been entitled to refuse its consent to such assignment under this Section 10.4 or (ii) which would cause the proposed assignment to be more favorable to assignee than the terms set forth in Tenant's original Assignment Notice, Tenant shall again submit the transfer to Landlord for its approval and other action under this Article X.

10.5 If Landlord consents to an assignment, as a condition thereto which the parties hereby agree is reasonable, Tenant shall pay to Landlord any "Transfer Premium," as that term is defined in this Section 10.5, received by Tenant from such assignee. "Transfer Premium" shall mean all rent, additional rent or other consideration payable by such assignee in excess of the Rent payable by Tenant under this Lease. In the calculations of the Rent (as it relates to the Transfer Premium calculated under this Section 10.5, the Rent paid during each annual period for the Premises shall be computed after adjusting such Rent to the actual effective Rent to be paid, taking into consideration any and all leasehold concessions granted in connection therewith, including, but not limited to, any rent credit and tenant improvements allowance. For purposes of calculating any such effective rent, all such concessions shall be amortized on a straight-line basis over the relevant term.

10.6 If Landlord consents to an assignment (i) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further assignment by either Tenant or an assignee, (iii) Tenant shall deliver to Landlord, promptly after execution, an original executed copy of all documentation pertaining to the assignment in form reasonably acceptable to Landlord, (iv) Tenant shall furnish upon Landlord's request a complete statement, certified by an independent certified public accountant, or Tenant's chief financial officer, setting forth in detail the computation of any Transfer Premium Tenant has derived and shall derive from such assignment, and (v) no assignment relating to this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor of the Lease from liability under this Lease, such liability expressly surviving the assignment of this Lease, and Tenant's interest therein. Landlord or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of Tenant relating to any assignment, and shall have the right to make copies thereof. If the Transfer Premium respecting any assignment shall be found understated, Tenant shall, within thirty (30) days after demand, pay the deficiency any Landlord's costs of such audit, and if understated by more than ten percent (10%), Landlord shall have the right to cancel this Lease upon thirty (30) days' notice to Tenant.

XI. MORTGAGE

This Lease and Tenant's rights are and shall be subject and subordinate at all times to any mortgage(s) or trust deed(s) (all sometimes hereinafter referred to as "Mortgage") against the Premises, the Shopping Center, the Building, or the Land, or against any interest therein, and to any ground lease, now or hereafter existing and to all amendments, modifications and renewals, extensions, consolidations or replacements thereof, and to all advances made or hereafter to be made upon the security thereof. Tenant shall execute and deliver within

fifteen (15) days of the request of Landlord or its mortgagee or ground lessor such acknowledgements or documents as may be requested, from time to time including without limitation, subordination instruments. Tenant hereby appoints Landlord its attorney in fact with full power and authority to execute and deliver any such instrument if Tenant fails to do so. Notwithstanding the foregoing, Landlord shall have the option to make this Lease superior to any Mortgage on the Building or Land, subject to the consent of all mortgagees and ground lessors.

Should any Mortgage or financing affecting the Premises, the Building, the Shopping Center, or the Land be foreclosed or otherwise become the subject of any proceeding to enforce any mortgagee's remedy, or if any ground or underlying lease be terminated, then upon request of the mortgagee or trustee, purchaser, or other successor in interest, Tenant will attorn, as tenant under this Lease, to successor to the mortgagee's interest; or if any ground or underlying lease be terminated for any reason, Tenant will attorn as tenant under this Lease to the ground lessor. Tenant shall execute upon request such instruments as may be necessary or appropriate to evidence such attornment.

Tenant covenants to give any mortgagee or trust deed holder and ground lessor, by registered mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of rents or assignment of lease, or otherwise) of the address of such mortgagee or trust deed holder or ground lessor, as the case may be. If Landlord fails to cure such default within any applicable cure period, then the mortgagee or trust deed holder and the ground lessor shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be reasonably necessary if within such thirty (30) days, any mortgagee or trust deed holder or ground lessor has commenced and is diligently pursuing the actions necessary to cure such default (which may include but not be limited to commencement of foreclosure proceedings, if necessary to effect such cure), and the Lease shall not be terminated while such actions are being so diligently pursued.

Tenant shall from time to time, upon not less than ten (10) days prior written request by Landlord and/or any mortgagee, prospective purchaser, or ground lessor, deliver to Landlord or such mortgagee or ground lessor a written statement, certifying: (i) that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease, as modified, is in full force and effect; (ii) the amounts of Fixed Minimum Rent, Estimated Tax, Insurance and CAM Payments and Utility Charges then payable hereunder and the date to which Rent has been paid; (iii) that Landlord is not in default under this Lease or, if in default, a detailed description of such default(s); (iv) that Tenant is or is not in possession of the Premises, as the case may be; and (v) such other information as Landlord may request. In the event that Tenant shall fail to deliver the statement required hereunder within ten (10) days after the request by Landlord or mortgagee or ground lessor, Tenant hereby designates Landlord as its attorney in fact to execute such a statement and grants Landlord the power of attorney to so act.

If the Shopping Center, or the Land is sold or transferred, the Landlord making such sale or transfer shall be entirely freed and relieved of all agreements and obligations under this Lease or arising out of any act, occurrence or omission relating to the Premises or this Lease which accrues or occurs after the date of such sale or transfer.

XII. EMINENT DOMAIN

12.1 TAKING OF WHOLE. Notwithstanding any other provision of this Article, if the whole of the Premises or any substantial part of the Building or Shopping Center is taken or condemned for any public use, or conveyed under threat of such condemnation, this Lease shall terminate as of the date title vests in such authority, and Rent, shall be apportioned as of said date.

12.2 TAKING OF SUBSTANTIAL PART. If more than twenty five percent (25%) but less than one hundred percent (100%) of the Rentable Area of the Premises is taken or condemned for any public use or conveyed under threat of such condemnation, or if by reason of any such or taking or conveyance, regardless of the amount so taken, the remainder of the Premises is not usable for the purposes for which the Premises were leased, then either Landlord or Tenant (but, with respect to Tenant, only so long as Tenant is not in breach or default of Tenant's covenants and obligations contained in this Lease) shall have the right to terminate this Lease as of the date title vests in such authority by giving written notice to the other of such election within sixty (60) days after the date of such vesting.

12.3 TAKING OF PART. If any part of the Premises but less than one hundred percent (100%) of the Premises is taken or condemned for any public use or purpose, or conveyed under threat of condemnation, and this Lease is not terminated, the Rent shall be reduced by an amount which bears the same ratio to Rent then in effect as the number of square feet of Rentable Area in the Premises so taken or condemned bears to the number of square feet of Rentable Area specified in Section 1.1(O). Landlord, upon receipt of and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of Tenant's Work, its leasehold improvements and personal property paid for or installed by Tenant) to restore the Premises remaining to as near the condition existing on the Commencement Date, before Tenant's Work (ordinary wear and tear excepted), as circumstances will permit, and to the Building to the extent necessary to constitute the portion of the Building not so taken or condemned as a complete architectural and commercially viable unit. Sums applied by Landlord's mortgagee to sums due under a mortgage loan shall not be deemed received by Landlord. Notwithstanding the foregoing, in no event shall Landlord have any obligation to rebuild the Premises if Tenant shall be in breach or default of any obligation of Tenant hereunder.

12.4 COMPENSATION. Whether or not this Lease is terminated, Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to Tenant; provided, however, Tenant may pursue its own separate action against the condemning authority for any damages or awards permitted under law

provided that any such damage or award to Tenant shall not reduce or diminish any damages or award granted to Landlord.

XIII. TENANT'S NET WORTH; BANKRUPTCY

13.1 BANKRUPTCY. If, pursuant to any statute either of the United States or of any state, there shall be filed against Tenant or any guarantor or surety of this Lease or any of Tenant's obligations under this Lease, in any court, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or any portion of Tenant's or such guarantor's or surety's property, and if, within thirty (30) days of such filing, Tenant or such guarantor or surety fails to secure a discharge thereof, or if Tenant or such guarantor or surety voluntarily files any such petition or makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, or if the net worth of Tenant or such guarantor or surety falls below eighty percent (80%) of the net worth shown on the financial statements attached as Exhibit G, this Lease, at Landlord's option, may be cancelled or terminated upon written notice to Tenant, effective (retroactively, if appropriate) as of the first date upon which it appears in the reasonable judgment of Landlord's accountant that such reduction in net worth occurred. In such event neither Tenant nor any person then or thereafter claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to acquire or remain in possession of the Premises, and Landlord shall have no further liability hereunder to Tenant or any such person, and Tenant and all such persons shall forthwith quit and surrender the Premises. If this Lease shall be so cancelled or terminated, Landlord, in addition to its other rights and remedies, may retain as liquidated damages any rent and any other money received by Landlord from Tenant or others on Tenant's behalf. No retroactive termination effected pursuant to this Section shall relieve Tenant of any nonmonetary obligation accrued or incurred during the period between and including the effective date of termination hereunder and the date upon which Tenant surrenders up possession of the Premises.

XIV. DEFAULT, REMEDY

14.1 EVENTS OF TENANT'S DEFAULT. The following shall constitute "Events of Default" (each, individually, an "Event of Default"), if Tenant has failed to cure within five (5) days after Landlord's written notice thereof: (a) if Tenant defaults in the payment of any sum of money (whether Rent, Utility Charges, or other Rent) when due ("Monetary Default"); (b) except as to acts, defaults, omissions or occurrences defined or identified in this Lease as Deliberate Events of Default or a Monetary Default, if Tenant defaults under any other provision of this Lease and such default continues for the applicable cure period under this Lease, or, if no such period is so provided, for twenty (20) days after the date of written notice from Landlord to Tenant specifying the nature of said default; (c) if any execution or attachment shall be issued against Tenant or any of Tenant's property and shall not be discharged or vacated within ten (10) days after the issuance thereof; (d) any event described in Section 13.1; (e) if Tenant shall cease conducting Tenant's Business at the Premises or if Tenant shall abandon the Premises or permit them to become vacant; or

(f) if any guarantor of this Lease shall die or become physically or mentally incapacitated or otherwise fail or be unable, for any reason, to fulfill its obligations as guarantor.

14.2 DELIBERATE EVENTS OF TENANT'S DEFAULT. Notwithstanding anything to the contrary contained in this Lease, if Tenant commits two (2) or more Monetary Defaults in any period of twelve (12) months, or if Tenant defaults in the performance of any combination of any of the nonmonetary covenants of this Lease more than three (3) times in any twelve (12) month period, then, notwithstanding that such Events of Default might have been cured, any further Event of Default within such twelve (12) month period shall be deemed to be a "Deliberate Event of Default." Any default, act, omission or occurrence defined, or identified elsewhere in this Lease as a Deliberate Event of Default is also a Deliberate Event of Default. In the event of a Deliberate Event of Default, Landlord, without giving Tenant any notice and without affording Tenant an opportunity to cure the default, may exercise any or all of its remedies.

14.3 TERMINATION. Upon or after any Event of Default or Deliberate Event of Default, if the Term has not commenced, Landlord may cancel this Lease effective upon written notice to Tenant, or, if the Term has commenced, Landlord may terminate this Lease by serving upon Tenant a written notice that this Lease will terminate on a date specified therein, which shall not be less than ten (10) days after the date of such notice, and Tenant shall have no right to avoid the cancellation or termination by paying any sum due or by performing any other condition, term or covenant broken. However, to the extent permitted by law, Tenant shall remain liable as set forth hereinafter.

14.3A MUTUAL TERMINATION. Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant may mutually agree in writing to terminate this Lease prior to the Expiration Date. Any such agreement shall be documented in a written Mutual Termination Agreement substantially in the form attached hereto as Exhibit I, and no early termination shall be effective unless executed by both parties. Tenant shall remain liable for all Rent, Utility Charges, and other sums due under this Lease through the effective date of termination, unless otherwise agreed in such written agreement.

14.4 RIGHT OF POSSESSION (MINNESOTA). Upon or after any Event of Default or Deliberate Event of Default, or if this Lease has been terminated under Section 14.3, Landlord shall be entitled to recover possession of the Premises only through legal process in accordance with Minnesota Statutes Chapter 504B, as amended. Nothing in this Lease shall be construed to permit Landlord to dispossess Tenant other than by lawful eviction action. Tenant shall remain liable for all Rent and other charges as provided herein, notwithstanding the commencement of any such legal action or termination of this Lease.

14.5 ADDITIONAL REMEDIES OF LANDLORD. In the event of any Event of Default, Deliberate Event of Default, reentry, termination or dispossession, then in addition to, and not in lieu of, Landlord's other remedies and notwithstanding any such reentry, termination or dispossession: (1) the Rent, including Utility Charges, shall thereupon become due and payable up to the time of such reentry, termination or dispossession; and (2) Landlord shall

use reasonable efforts to relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant concessions or free rent; and (3) Tenant or its legal representative shall also pay Landlord, at Landlord's option and whether or not Landlord has terminated or cancelled this Lease, such expenses as Landlord may incur in connection with the Event of Default or Deliberate Event of Default and all reletting, including without limitation court costs, attorneys' fees and costs, brokerage, and management fees and commissions, and all costs of preparing the Premises for reletting, plus, as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, for each month of the period which would otherwise have constituted the balance of the Term, the excess, if any, of monthly liquidated damages ("Monthly Liquidated Damages") equal to the sum of the then applicable monthly installment of Fixed Minimum Rent, plus the monthly portion that would have been payable for the period in question but for such reentry, termination, or dispossession, plus Utility Charges payable for such month computed on the basis of the average monthly charge for the said three (3) preceding Adjustment Years or entire preceding portion of the Term, as the case may be; over the net amount, if any, of the rents actually collected on account of the lease or leases of the Premises for such month.

Landlord's failure to relet the Premises or any part thereof shall not release Tenant's liability for damages, nor shall its failure to collect the rent therefore under such reletting. Monthly Liquidated Damages shall be paid in monthly installments by Tenant on the day specified in this Lease for the payment of Fixed Minimum Rent, and any action brought to collect the amount of deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding, or the right of Landlord to subsequently elect to collect Monthly Liquidated Damages, provided only that such Monthly Liquidated Damages shall be reduced by the amount, if any, of Monthly Liquidated Damages collected by Landlord minus the actual cost (including attorney's fees and costs) of collecting such Monthly Liquidated Damages. Landlord may make such alterations, repairs and replacements in the Premises as Landlord in Landlord's sole judgment considers advisable in order to relet the Premises; and no such alteration shall release Tenant from liability hereunder.

In any of the circumstances mentioned in the preceding two paragraphs, Landlord may elect, instead of holding Tenant so liable, to forthwith recover against Tenant, as liquidated damages and not as a penalty, a sum equal to the then applicable Fixed Minimum Rent multiplied by the number of months and fractional months which would have constituted the balance of the Term, together with attorney's fees and costs.

In the event this Lease or Tenant's right to possession of the Premises is terminated by Landlord pursuant to this Article XIV, Tenant shall be responsible for and shall pay to Landlord the broker's commission incurred by Landlord in connection with this Lease, any rent abatement received by Tenant through the date of termination, multiplied by a

fraction, the numerator of which is the number of months remaining under the Term and the denominator of which is the total number of months in the Term.

14.6 CHRONIC RENT DEFAULT. In addition to the foregoing, if Tenant fails to pay Rent or any other monetary obligation under this Lease for three (3) consecutive months, such failure shall constitute a non-curable Event of Default. In such event, Landlord may, upon written notice to Tenant, immediately terminate this Lease. Tenant shall have no right to reinstate or cure by later payment. Upon such termination, Landlord shall be entitled to seek immediate possession through an eviction action, and Tenant shall remain liable for all Rent, damages, and other obligations under this Lease.

XV. LANDLORD'S MISCELLANEOUS RIGHTS

15.1 ACCESS. Tenant shall permit Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises, provided such action by Landlord does not materially interfere with Tenant's use and enjoyment of the Premises. Landlord may enter upon the Premises to inspect the same, and to make such repairs, alterations, improvements or additions to the Premises or the Building or Shopping Center as Landlord may deem desirable, and Landlord shall be allowed to take all material into and upon said Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and Rent shall not abate while said decorations, repairs, alterations or improvements are being made, by reason of loss or interruption of Tenant's business, or otherwise. If Tenant is not personally present to permit an entry into the Premises, when for any reason it shall be necessary, Landlord may enter the same by a master key, or may forcibly enter, without rendering the Landlord in any way liable, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Building or Shopping Center or any part thereof, other than as expressly provided in this Lease.

15.2 OTHER MISCELLANEOUS RIGHTS. Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary), without liability to Tenant and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to change the Shopping Center's name or the street address of the Premises, Building, or Shopping Center upon thirty (30) days' prior notice; (ii) to display the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term; (iii) to grant to any party the exclusive right (to the extent permitted by law) to conduct any business or render any service in or to the Building or the Shopping Center, provided such exclusive right shall not prohibit Tenant from using the Premises for the purposes permitted hereunder; (iv) to close the Building or the Common Areas or the Shopping Center after normal business hours; (v) to take any and all reasonable measures, including inspections and repairs to the Premises, the Building and the Shopping Center, as Landlord may deem desirable; and (vi) to improve, remodel, develop, redevelop, lease, reconfigure

and otherwise alter the Common Areas and the Shopping Center, as same shall exist from time to time, including any existing or future outlots located thereat.

15.3 EMPLOYEE PARKING. Landlord shall at all times have the right to designate a particular parking area to be used by employees of Tenant and other occupants of the Shopping Center and any such designation may be changed by Landlord from time to time. Tenant and its employees shall park their cars only in those portions of the Common Areas, if any, designated for that purpose by Landlord. Tenant shall furnish Landlord from time to time with an accurate current list of its and all its employees' automobile license plate numbers within fifteen (15) days after taking possession of the Premises and thereafter within five (5) days after any change in the accuracy of the list. If Tenant or its employees fail to park their cars in designated parking areas, Landlord may charge Tenant Fifty Dollars (\$50.00) per day per car for each such violation and shall have the right to have any such car towed away at Tenant's expense. All amounts due under the provisions of this Section 15.3 shall be payable by Tenant within ten (10) days after demand by Landlord. Notwithstanding anything to the contrary herein, Landlord shall designate two (2) parking spots in front of the Premises for Tenant's "pick up" and "carry out" business.

XVI. REAL ESTATE BROKERS

Tenant represents that Tenant has not dealt with any real estate broker, or finder in connection with this Lease except for the broker set forth in Section 1.1(S) and that no other party initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Tenant hereby agrees to defend, indemnify and hold harmless Landlord, from and against any and all liabilities for commissions and fees arising out of a breach of the foregoing representation.

XVII. HOLDING OVER

Tenant shall have no right to retain possession of the Premises after the expiration or earlier termination of the Lease. In the event Tenant shall retain possession of the Premises after the expiration or earlier termination of this Lease, Tenant shall pay Landlord double the sum total of the latest monthly Minimum Fixed Rent Payment plus monthly Estimated Tax, Insurance and CAM Payments then applicable for each month Tenant retains possession of the Premises, after the expiration or termination of this Lease, and also shall pay all other costs and damages sustained by Landlord by reason of Tenant's retaining possession of the Premises. Such holdover payments shall not be prorated for any holdover which ends on any date other than the last day of a month. The provisions of this Article shall not constitute a waiver by Landlord of any reentry rights of Landlord hereinbefore or by law provided. If Tenant retains possession of the Premises, or any part thereof, for five (5) days after the expiration or termination of this Lease, then at the sole option of Landlord expressed by notice to Tenant, but not otherwise, such holding over shall constitute an extension of this Lease for a period of one year (or less if specified by Landlord at Landlord's option) on the same terms and conditions last in effect (but exclusive of any options to extend, obligations of Landlord to provide any improvement allowance or to

make any improvements, alterations, abatement of any Rent or termination rights of Tenant, if any), except that the Fixed Minimum Rent shall be increased to 150% of the latest Fixed Minimum Rent, plus any subsequent escalations (except that there shall be no abatement of Rent, and no option to renew or extend the Term afforded or available to Tenant hereunder, if any).

XVIII. PROMOTION AND ADVERTISING

18.1 INTENTIONALLY OMITTED.

18.2 TENANT'S SIGNS AND ADVERTISING. Tenant shall not erect, display, paint or affix any sign, lettering or advertising in any medium whatsoever upon or above the exterior of the Premises, the Building or elsewhere in the Shopping Center without Landlord's prior written approval, which approval may not be unreasonably withheld or delayed. Tenant shall be expressly prohibited from erecting, displaying, painting or affixing any pylon or awning signage. Tenant shall name the Shopping Center in designating the location of the Premises in all newspaper or other advertising, signs, stationery, or other printed material, and in all other references to the location of the Premises. Notwithstanding the foregoing, subject to (i) all applicable terms and conditions of any leases at the Shopping Center, including without limitation any applicable consent rights of other tenants of the Shopping Center, (ii) all applicable laws and (iii) the approval or all applicable Federal, state, county and municipal governmental agencies, Tenant shall be entitled to install signage upon the exterior of the Premises in accordance with the criteria specifically designated on Exhibits E attached hereto and made a part hereof.

XIX. MISCELLANEOUS

19.1 NOTICES. All notices required or permitted under this Lease shall be deemed sufficiently given or served if delivered personally or if sent by nationally recognized overnight courier or if sent by registered or certified United States mail, postage prepaid, to Tenant at the address indicated in Section 1.1(C)(2) until possession of the Premises is tendered to Tenant, and thereafter to the address of the Premises; and to Landlord at the address indicated in Section 1.1(C)(1), and either party may by like notice at any time designate a different address to which notices shall be sent. Notices by mail given in accordance with these provisions shall be deemed received when mailed. Notices served by personal delivery shall be deemed received on the date of personal delivery. Notices served by a nationally recognized overnight courier shall be deemed received the day after same is deposited with such carrier.

19.2 LATE CHARGES. All delinquent Rent and other payments due from Tenant to Landlord shall bear interest at the maximum rate permitted by law or at fifteen percent (15.0%) per annum, whichever is less, from the date due until paid; and, a five percent (5.0%) late charge shall be due from Tenant for any sum due Landlord and not timely paid. Additionally, Tenant shall be charged a fee of \$75.00 for each Rent or other payment check received from tenant that is returned for non-sufficient funds (NSF).

19.3 ENTIRE AGREEMENT. This Lease and the Exhibits attached hereto contain the entire agreement between Landlord and Tenant concerning the Premises, and no other agreements exist.

19.4 NO OPTION; RESOLUTIONS. Tenant's execution and delivery of this Lease do not constitute a reservation of or option for the Premises or an agreement by Landlord to enter into a Lease, and this Lease shall become effective only if and when Landlord executes and delivers same to Tenant. If Tenant is a corporation, Tenant shall deliver to Landlord, concurrently with the delivery to Landlord of an executed Lease, a certificate of good standing (or functional equivalent) issued by the Secretary of State's office for the State in which Tenant is incorporated (and, if such State is not the same State in which the Premises are located, a certificate from the Secretary of State's office for the State in which the Premises are located confirming that Tenant is duly authorized to conduct business in the Premises' State), and a certified resolution of Tenant's directors authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder; if Tenant is a limited partnership or limited liability entity, Tenant shall deliver to Landlord concurrently with delivery to Landlord of an executed Lease, a certificate of existence (or functional equivalent) issued by the Secretary of State's office for the State in which Tenant is formed (and, if such State is not the same State in which the Premises are located, a certificate from the Secretary of State's office for the State in which the Premises are located confirming that Tenant is duly authorized to conduct business in the Premises' State) and certified resolutions of Tenant's partners, managers or members, as the case may be, authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder; and if Tenant is a partnership, certified resolutions of Tenant's partners authorizing execution and delivery of this Lease and the performance by Tenant of its obligations hereunder.

19.5 RELATIONSHIP OF PARTIES. Landlord does not, by reason of this Lease or any of its provisions, in any way become a partner of Tenant in the conduct of its business, or a joint venturer with Tenant. If there shall be more than one party or person constituting Tenant, then the obligations and liabilities of such parties or persons as Tenant shall be joint and several.

19.6 ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent or other sum due shall be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or other sum and pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

19.7 SURVIVAL OF TENANT'S OBLIGATIONS. Tenant covenants and agrees that Tenant's obligations to make all payments due under, to bear all expenses as set forth in this

Lease and to comply with all terms, covenants, provisions and obligations set forth in this Lease (including, without limitation, Article VII and all indemnification obligations set forth herein) shall survive the expiration or earlier termination of this Lease.

19.8 BINDING EFFECT. This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

19.9 DEFINED TERMS AND HEADINGS. The Article headings shown in this Lease are for convenience of reference and shall in no way define, increase, limit or describe the scope or intent of any provision of this Lease. Any indemnification or insurance of Landlord shall apply to and inure to the benefit of all the following "Landlord Entities", being Landlord, Landlord's investment manager, and the trustees, boards of directors, officers, general partners, beneficiaries, stockholders, employees and agents of each of them. Any option granted to Landlord shall also include or be exercisable by Landlord's trustee, beneficiary, agents and employees, as the case may be. In any case where this Lease is signed by more than one person, the obligations under this Lease shall be joint and several. The terms "Tenant" and "Landlord" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number, individuals, firms or corporations, or other entity, and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. Tenant hereby accepts and agrees to be bound by the figures for the square footage of the Premises shown on the Reference Page. The term "Tenant's Proportionate Share" shall be that fraction, the numerator of which shall be the total square footage in the Premises Area and the denominator of which shall be the total leasable square footage in the Shopping Center from time to time but excluding any unoccupied second floor space from such denominator (or, in the case of the payment of Taxes, the total leasable square footage in the tax parcel(s) which includes the Premises but excluding any unoccupied second floor space from such denominator). Tenant's Proportionate Share may change from time to time as the leasable square footage and/or configuration of the Shopping Center is changed.

19.10 APPLICABLE LAW. This Lease shall be construed in accordance with the laws of the state in which the Shopping Center is located.

19.11 TIME. Time is of the essence of this Lease and the performance of all obligations hereunder.

19.12 LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES. If Tenant fails to timely perform any of its duties under this Lease, Landlord shall have the right (but not the obligation), after the expiration of any applicable cure period, if any, to perform such duty on behalf and at the sole cost and expense of Tenant without further notice to Tenant. All such expenses or costs so incurred by Landlord shall be payable by Tenant as Rent hereunder upon receipt of demand therefor.

19.13 NEGATION OF PERSONAL LIABILITY. Notwithstanding anything contained herein to the contrary, Landlord shall have no personal liability with respect to any of the provisions of this Lease due to ordinary negligence as long as the Landlord remains a limited liability company in good standing, and Tenant shall look solely to the estate and property of Landlord in the real property and structures comprising the Shopping Center for the satisfaction of all Tenant's claims, including the collection of any judgment or the enforcement of any other judicial process requiring the payment or expenditure of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease (subject, however, to the prior rights of any holder of any Mortgage or ground lease covering all or part of the Shopping Center), and no other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. This Section shall inure to the benefit of Landlord's successors and assigns. Transamerica Realty Partners Chicago, LLC ("Landlord's Agent"), in its capacity as agent, is acting as agent only and in such capacity shall not in any event be held liable to Tenant for the fulfillment or nonfulfillment of any of the terms, covenants or conditions of this Lease or for any action or proceedings that may be taken by Landlord against Tenant, or by Tenant against Landlord.

19.14 WAIVER. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease. The subsequent acceptance by Landlord of any Rent due or any other monetary obligation of Tenant hereunder, shall not be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to make the particular payment so accepted. No covenant, term or condition of this Lease shall be waived by Landlord, unless such waiver be executed by Landlord.

19.15 CUSTOM AND USAGE; CONSTRUCTION. Landlord's failure to enforce its rights under any provisions of this Lease used shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any manner modified the same. If any term, covenant, condition or agreement of this Lease is capable of two or more constructions, one or more of which would render the provision void, and the other or others of which would render the provision valid, then the provision shall have the meaning or meanings which would render it valid. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result. Any law, usage or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any prior conduct of Landlord in refraining from such enforcement with respect to Tenant or any other tenant of the Shopping Center.

19.16 PARTIAL INVALIDITY; SEPARATE COVENANTS. If any term, covenant or provision of this Lease or the application thereof to any person or circumstance shall to any

extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each term covenant and provision contained in this Lease is, and shall be construed as a separate and independent provision of the party undertaking the same, and not dependent on any other provision of this Lease unless expressly so provided.

19.17 TENANT DEFINED; USE OF PRONOUN. As used in this Lease (and all exhibits and other lease-related documents), "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, and if there is more than one Tenant: (i) the obligations and liabilities of Tenant are and shall be joint and several as between and among such parties, (ii) any notice required or permitted by the terms of this Lease may be given by or to any one (or more) of such parties, and shall have the same force and effect as if given by or to all of them, and (iii) any consent, agreement, acknowledgement, amendment, modification, certification, representation or other statement or undertaking in connection with this Lease by any one or more of such parties shall be binding upon all of such parties and Tenant, and shall have the same force and effect as if made or signed, as the case may be, by all of them. The necessary grammatical changes required to make the provisions of this Lease apply in the plural where there is more than one Landlord or Tenant and to either corporations, associations, trusts, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

19.18 RECORDING. Tenant shall not record this Lease without Landlord's prior written consent. If Landlord requests, the parties shall execute and acknowledge a short form of lease for recording purposes which shall be recorded at Landlord's expense.

19.19 RIDERS. All Riders attached hereto and executed by Landlord and Tenant, if any, shall be a part hereof and incorporated herein.

19.20 FINANCIAL STATEMENTS. In the event Landlord shall desire to sell or refinance the Shopping Center or any portion thereof, Tenant shall provide Landlord, at no cost to Landlord, within thirty (30) days after request therefor with its most current financial statements in the form attached hereto as Exhibit G and made a part hereof, certified for accuracy by Tenant's President or Chief Financial Officer or comparable officer or party with actual knowledge of Tenant's most current financial condition.

19.21 ESTOPPEL CERTIFICATE. Promptly, upon no less than thirty (30) days of Landlord's prior written request, Tenant will from time to time execute and deliver to Landlord certificates certifying: (i) the date of commencement of this Lease; (ii) the fact that this Lease is unmodified (except as the certificate specifies) and in full force and effect; (iii) the amounts of, and the date to which the sums payable under this Lease have been paid; (iv) that to Tenant's knowledge after due inquiry, there are no current defaults under this Lease by either Landlord or Tenant except as specified; and (v) such other matters as

Landlord reasonably requests. This certification may be relied upon by any actual or prospective mortgagee or purchaser of all or any part of the Premises, the Building or the Shopping Center or any interest therein or in Landlord. Failure to so execute and deliver said certificate shall, at Landlord's option, be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that no more than one (1) month's rental has been paid in advance; and Tenant irrevocably authorizes Landlord, as Tenant's attorney-in-fact and in Tenant's name, to so execute and deliver said certificate at Landlord's option.

19.22 PROFESSIONAL FEES. Landlord shall be entitled to reasonable attorneys' fees and all other costs and expenses incurred to enforce any of the provisions herein contained as well as in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default(s). If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19.23 TENANT'S WAIVER. TENANT WAIVES ANY RIGHT IT MAY NOW OR HEREAFTER HAVE (I) TO REDEEM THE PREMISES OR TO HAVE A CONTINUANCE OF THIS LEASE AFTER TERMINATION OF THE LEASE, TENANT'S RIGHT OF OCCUPANCY OF THE PREMISES AND/OR THE TERM; (II) FOR EXEMPTION OF PROPERTY FROM LIABILITY FOR DEBT OR FOR DISTRESS FOR RENT, AND (III) RELATING TO NOTICE OR DELAY IN LEVY OF EXECUTION IN CASE OF EVICTION FOR NON-PAYMENT OF RENT. THE PARTIES AGREE THAT, IN ANY LITIGATION UNDER THIS LEASE OR THE RELATIONSHIP IT CREATES, A JUDGE, RATHER THAN A JURY, SHALL DETERMINE ANY SUCH MATTERS, AND TENANT HEREBY EXPRESSLY WAIVES ANY RIGHTS BY STATUTE OR COMMON LAW TO ANY TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THE LEASE, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF TENANT WITH RESPECT TO THE LEASE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT LANDLORD MAY FILE A COPY OF THE LEASE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE IRREVOCABLE CONSENT OF EACH LANDLORD AND TENANT TO THE WAIVER OF ITS RESPECTIVE RIGHT TO TRIAL BY JURY.

19.24 INTENTIONALLY OMITTED.

19.25 FORCE MAJEURE. Except as otherwise expressly provided herein, when a period of time is herein prescribed for action by Landlord or Tenant, as the case may be,

such party shall not be liable for, and there is excluded from the computation for any such period of time, any delays due to strikes, stops, acts of God, shortages of labor, materials or suppliers, war, governmental laws, regulations or any other cause of any kind whatsoever which is beyond the reasonable control of such performing party (other than financial hardship of Tenant with respect to the performance of Tenant's obligations hereunder) (individually and collectively, "Force Majeure"). Force Majeure shall specifically not include delays caused as a result of pandemics. Subject to the preceding sentence, time is of the essence of every part of this Lease.

19.26 NEGOTIATED TRANSACTION. The parties mutually acknowledge that this Lease has been negotiated at arm's length. The provisions of this Lease shall be deemed to have been drafted by all of the parties, and this Lease shall not be interpreted or construed against any party solely by virtue of the fact that such party or its counsel was responsible for its preparation.

19.27 SATELLITE DISH. Subject to all applicable, Federal, state, county and municipal laws and ordinances, Tenant shall be entitled to install one (1) satellite dish on the roof of the Premises, provided Landlord has first given to Tenant its written approval of (i) the size of such dish and any related equipment, (ii) the location of the installation of such dish and any related equipment and (iii) the time and method of the installation of such equipment. The installation and maintenance of such satellite dish shall be performed at Tenant's sole cost and expense. Tenant shall remove such satellite dish from the Premises at or prior to the expiration of the Term and shall repair any damage to the Premises or the Building caused thereby, all at Tenant's sole cost and expense.

19.28 SECURITY DEPOSIT. As additional security for the full and prompt performance by Tenant of all Tenant's obligations hereunder, Tenant shall pay to Landlord a security deposit of \$4,738.75, which sum shall be held by Landlord and may be used retained or applied, in whole or in part, by Landlord for the purpose of curing any default or defaults of Tenant under this Lease Landlord shall not, unless otherwise required by law, keep the security deposit separate from its general funds or pay interest thereon to Tenant. If Tenant has not defaulted hereunder or if Landlord has not used, retained or applied this security deposit to any defaults, then this security deposit or any portion not so applied by Landlord shall be paid in cash to Tenant following the later to occur of the termination of this Lease or any later date after which Tenant has vacated the Premises. If the whole or any part of said security deposit is used, retained or applied for the curing of any defaults, Tenant shall within ten (10) days after written demand therefore deposit with Landlord an amount of cash equal to the amount so used, retained or applied so that Tenant shall at all times have on deposit with Landlord an amount equal to \$3,600.00 as security as aforesaid. The use, application or retention of the security deposit, or any part thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law and shall not operate as a limitation on any recovery to which Landlord may be entitled.

19.29. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

19.30. EXTERMINATOR SERVICE AND CERTAIN MAINTENANCE.

19.30.1. Without limiting Tenant's obligations under this Lease, throughout the Term, Tenant shall cause extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator on a monthly basis, or more often as Landlord, in Landlord's reasonable discretion, may require, at Tenant's expense.

19.30.2. Without limiting Tenant's obligations under this Lease, the kitchen waste and exhaust systems, including an internal grease trap, which shall be purchased and monitored by Tenant, and all risers, piping and fans used in connection with such waste and exhaust systems, whether located in or outside of the Premises, and all other pipes or ducts used by Tenant, shall be maintained in good repair, and so as to meet the highest standards of cleanliness and health, in a manner consistent with the operation of a first-class restaurant in a first-class building and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction, at Tenant's expense.

19.30.3. Without limitation of any of the foregoing, Tenant shall purchase, install and do whatever is necessary in order to maintain properly the grease or oil trap and prevent, at all times, any overflow or discharge of grease or oil at the surface of the grease trap manhole, as required under local codes. The grease trap and all plumbing pipes shall be rooted and cleaned regularly and as often as necessary to prevent clogging or discharge into the basement of the Building. In the event of any such overflow or discharge, Tenant shall be responsible for all costs of cleanup of the overflow or discharge, including all costs of repair, restoration or replacement of property damaged by such overflow or discharge, unless such overflow or discharge is caused by a third party and such costs are not covered by insurance carried or required to be carried by Tenant.

19.30.4. Tenant shall clean the grease pans on a regular basis. Tenant shall cause the exhaust fan, if any, to be maintained in a good state of condition and repair so as to provide the air flow velocities required by applicable Laws. Tenant shall cause all fire detection and fire suppression systems and mechanisms to be maintained in accordance with all applicable Laws, and the requirements of all applicable policies of insurance and insurance inspectors and of Landlord.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the Execution Date.

LANDLORD:

PACIFICA MALL BURNSVILLE LLC

By: _____

Name:

Its:

TENANT:

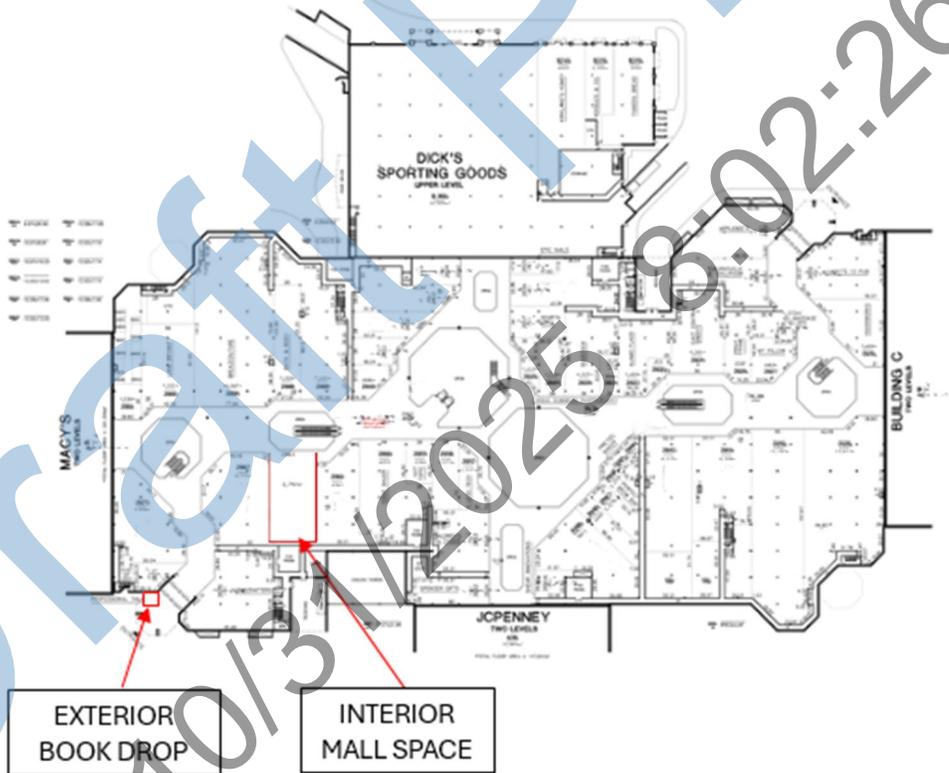
By: _____

Name:

Its:

EXHIBIT A

PREMISES



Current. Remove any display racks from front of store. Remove 2 shelving units from back

Proposed floorplan.

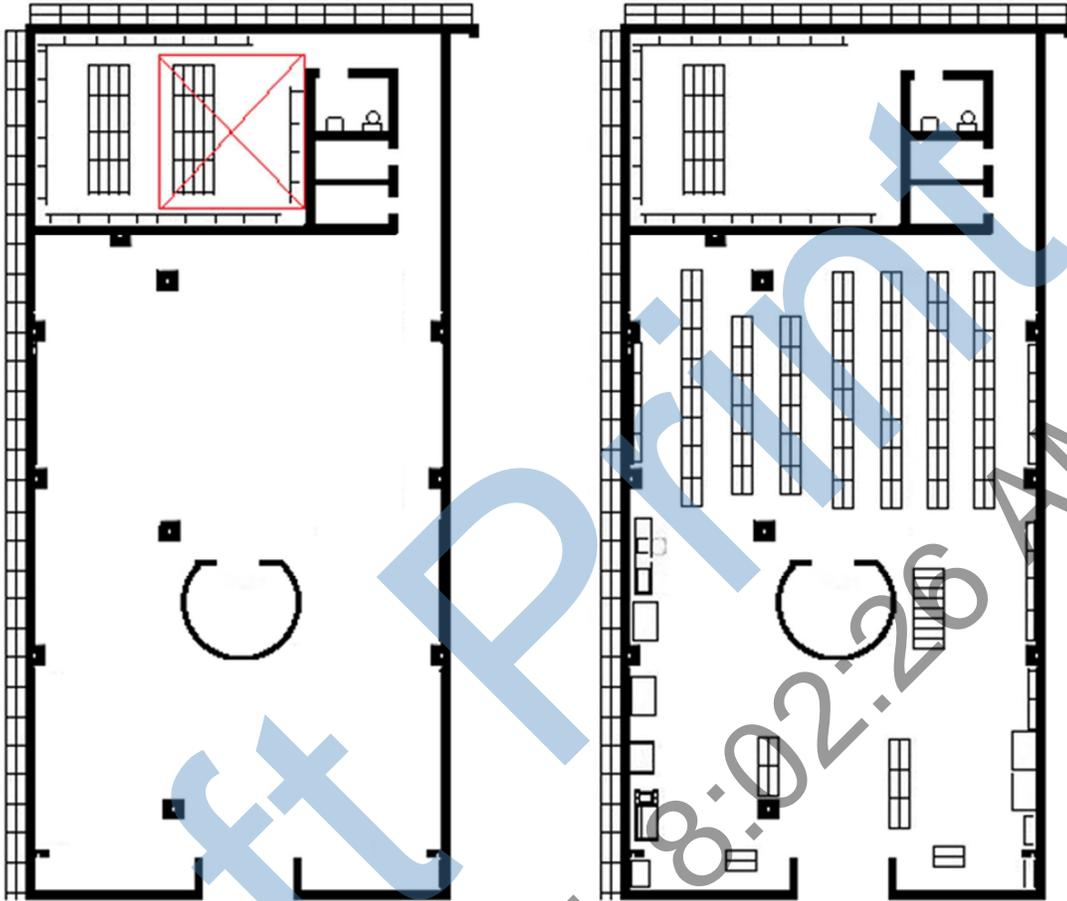


EXHIBIT B

RULES AND REGULATIONS

Landlord reserves the right to change from time to time the format of the signs or lettering on the sign and to require replacement of any signs previously approved pursuant to Section 16 to conform to Landlord's new standard sign criteria established pursuant to any remodeling of the Shopping Center.

Tenant shall not, without the prior written consent of Landlord (i) paint, decorate or make any changes to the store front of the Premises; or (ii) install any exterior lighting, awning or protrusions, signs, advertising matter, decoration or painting visible from the exterior of the Premises or any coverings on exterior windows and doors, excepting only dignified displays of customary type in store windows. If Landlord objects in writing to any of the foregoing, Tenant shall immediately discontinue such use.

Tenant shall not (i) conduct or permit any fire, bankruptcy or auction sale (whether real or fictitious) unless directed by order of a court of competent jurisdiction, or conduct or

permit any legitimate or fictitious "Going Out of Business" sale nor represent or advertise that it regularly or customarily sells merchandise as a "manufacturer's outlet", "distributor", "wholesaler" or "warehouse", but Tenant may represent and advertise that it conducts business at "off-price" or at "retail"; (ii) use, or permit to be used, the malls or sidewalks adjacent to the Premises, or any other area outside the Premises for solicitation or for the sale or display of any merchandise or for any other business, occupation or undertaking, or for outdoor public meetings, circus or other entertainment (except for promotional activities in cooperation with the management of the Shopping Center or an association of merchants within the Shopping Center); (iii) use or permit to be used any sound broadcasting or amplifying device which can be heard outside of the Premises or any flickering lights; (iv) operate or cause to be operated "elephant trains" or similar transportation devices; or (v) use or permit to be used any portion of the Premises for any unlawful purpose or otherwise contrary to Law, or use or permit the use of any portion of the Premises as regular living quarters, sleeping apartments or lodging rooms or for the conduct of any manufacturing business.

Tenant shall at all times keep the Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures. Tenant shall not, nor shall Tenant at any time, permit any occupant of the Premises to: (i) use, operate or maintain the Premises in such manner that any rates for any insurance carried by Landlord, or the occupant of any premises within the Shopping Center, shall thereby be increased; or (ii) commit waste, perform any acts or carry any practices which may injure the Shopping Center or be a nuisance or menace to other tenants in the Shopping Center.

Tenant shall not obstruct any sidewalks, passages, exits, entrances, truck ways, loading docks, package pick-up stations, pedestrian sidewalk and ramps, first aid and comfort stations, or stairways of the Shopping Center. No tenant and no employee or invitee of any tenant shall go upon the roof of the Shopping Center without notifying Landlord prior thereto.

Landlord will furnish Tenant free of charge with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant, upon the termination of its tenancy, shall deliver to Landlord the keys to all doors of the Premises.

If Tenant requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain and comply with Landlord's instruction in their installation.

Tenant shall not place a load upon any floor which exceeds the designed load per square foot or the load permitted by Law. Landlord shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Premises. Heavy objects shall stand on such platforms as determined by Landlord to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of Tenant's store or to any other space to such a degree as to be objectionable to Landlord or to any tenants shall be placed and maintained by Tenant, at Tenant's expense, on

vibration eliminators or other similar devices. The persons employed to move equipment in or out of Tenant's store must be acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any equipment or other property from any cause, and all damage done to the Shopping Center by maintaining or moving such equipment or other property shall be repaired at the expense of Tenant.

The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed. No foreign substance of any kind whatsoever shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall be the cause of such breakage, stoppage or damage.

Tenant shall not install any radio or television antenna, loudspeaker, satellite dish, or other device on the roof or exterior walls of Tenant's store. Tenant shall not interfere with radio or television broadcasting or reception from or in the Shopping Center or elsewhere.

Except as approved by Landlord, Tenant shall not damage partitions, woodwork or plaster or in any way deface the Premises. Tenant shall not cut or bore holes for wires. Tenant shall not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

Tenant shall not install, maintain or operate upon the Premises or in any Common Areas under the exclusive control of Tenant any vending machine or video game without Landlord's prior written consent.

Tenant shall comply with all Laws relating to solid waste management including, but not limited to, recycling. Unless otherwise prohibited by applicable Law, Tenant shall store all its trash and garbage in containers within its Premises and/or in the portion of the Common Areas designated by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord.

No cooking shall be done or permitted by Tenant on the Premises without Landlord's prior written consent, except for brewing coffee and similar beverages and use of a single microwave oven by employees only, provided that such use is in accordance with all applicable Laws. In any event Tenant will not permit odors to emanate from the Premises.

Tenant shall not use in any space any hand trucks except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant shall not bring any other vehicles of any kind into Tenant's store.

Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, that may be designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises and the Shopping Center.

Tenant and Tenant's employees shall park their cars only in such portion of the parking area designated for those purposes by Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's employees within five (5) days after taking possession of the Premises and shall thereafter notify Landlord of any changes within five (5) days after changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord, at its option, shall charge the Tenant Ten Dollars (\$10.00) per day or partial day per car parked in any area other than that designated.

Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the Shopping Center.

These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease to which these Rules and Regulations are attached or any other lease of premises in the Shopping Center.

Tenant shall be responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

Trailers, trucks or cars shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded, unloaded or partially loaded. No parking shall be permitted of any trailer, truck or other vehicle in any area of the Shopping Center at any time for purposes of advertising or promotion without Landlord's prior written permission.

Tenant agrees to comply with all additional and supplemental rules and regulations upon notice of same from Landlord.

EXHIBIT C

EXISTING TENANT EXCLUSIVES

Panera

Landlord agrees not to lease space to a tenant in any of the exterior facing mall space or peripheral outlot locations whose primary use is a bakery-café operation including but not limited to a tenant operating under trade names such as COS/ Atlanta Bread Companv. Corner Bakery. La Madeline. Au Bon Pain. Bear Rock Café. Einstein Bagel. Or Bruegger 's Bagel. Tenant shall have the exclusive right within the Shopping Center to sell bagels, baked goods cakes or cookies, breads, salads, sandwiches, soups, coffee (excluded if within the mall cafeteria), and tea (excluded if within the mall cafeteria), unless same is an unsubstantial part of sales of another tenant (under ten percent (10%) of total revenue). Landlord will not lease space to a gym or health club within three hundred (300) feet of Tenant's Premises unless same occupies less than 7,500 square feet or is in the former Gordman's space.

Noodles

Landlord may not lease rental space to a tenant for the primary use of a fast casual, sit down restaurant, selling noodles and pasta and noodle and pasta-related dishes, including, but not limited to Wild Noodles, Nothing But Noodles, Zyng's Asian Grill, Noodlin, Pei Wei, Mama Fu 's, GimmeSum, Runbi Island Grill, Lean China and Tokyo ("Exclusive Violation"). For purposes hereof, the term "primary use" shall mean the sale of the menu items prohibited above as major menu items in terms of sales volume (i.e., representing fifty percent (50%) twenty percent (20%) or more of the total food sales revenues at the subject premises). The parties hereto expressly agree that the foregoing restriction shall not apply to (i) any pre-existing tenant in the Shopping Center with a lease whose use permits the sale of noodles and pasta and noodles-and pasta-related dishes, their successor, assigns or replacements whose use would otherwise violate this provision; (ii) such use by any Anchor Store; (iii) occupants of the premises in the area labeled "Food Court Area" on the Exhibit A-1 attached hereto and made a part hereof; er (iv) any premises, buildings or outparcels which are not shown on Exhibit A; or (v) any space containing more than 4 000 square feet other than one of the specifically named concepts set forth above.

If during the initial Term any non-Anchor Store tenant or occupant of the Shopping Center operates its premises in a way that results in an Exclusive Violation in contravention of such tenant's lease (hereafter, a "Rogue Tenant"), Landlord shall promptly take commercially reasonable steps to prevent such Rogue Tenant from operating its premises in violation of the terms hereof.

Dick's

Landlord shall not permit any other premises in the Landlord's Parcel or any property owned or controlled by Landlord or its parent or affiliates adjacent to or contiguous with the Landlord's Parcel (collectively, the "Restricted Property") to be used by any Occupant for the sale, rental and/or distribution, either singly or in any combination of (i) sporting goods, (ii) sporting equipment, and/or (iii) athletic footwear (the "Precluded Use Activity(ies)").

Notwithstanding the foregoing Precluded Use Activity(ies) set forth above, the following uses shall be permitted by any Occupant of the Restricted Property:

(i) any Occupants of twelve thousand (12,000) square feet of LFA or less shall be permitted to engage in the retail sale, rental and/or distribution, either singly or in any combination, of sporting goods; sporting equipment; and/or athletic footwear (not to exceed eight thousand (8,000) square feet of LF A for the sale of athletic footwear, including an allocable portion of the aisle space adjacent to the sales floor area of such use) in the Restricted Property;

(ii) any Occupants of more than twelve thousand (12,000) square feet of LFA shall be permitted to engage in the retail sale and/or distribution, either singly or in any combination, of sporting goods and/or sporting equipment in the lesser of (i) twenty percent (20%) of such Occupant's LFA, or (ii) twelve thousand (12,000) square feet of such Occupant's LFA, (which shall include an allocable portion of the aisle space adjacent to the sales floor area of such use), in the Restricted Property;

(iii) any Occupants of more than twelve thousand (12,000) square feet of LFA shall be permitted to engage in the retail sale and/or distribution of athletic footwear in the lesser of (i) twenty percent (20%) of such Occupant's LFA or (ii) eight thousand (8,000) square feet of such Occupant's LFA (which shall include an allocable portion of the aisle space adjacent to the sales floor area of such use), in the Restricted Property; and

The following shall not be subject to the restrictions in Subsection (a) above:

(i) The Occupants that contain one hundred thousand (100,000) or more square feet of LF A and are located in the premises identified as Sears, Marshall Fields and J.C. Penney on the Lease Plan (including any future department store Occupant(s) of such building(s)) (each a "Department Store" and collectively the "Department Stores") shall not be subject to the restrictions in Subsection (a) above. For purposes of this Lease, a Department Store shall mean not only the existing Department Stores, but also; (i) other traditional multi-department store (such as Sears, J.C. Penney's, Filenes etc.) or other fashion department store (such as Nordstrom, Marshall Field etc.); (ii) a discount department store, junior department store or general or specialized merchandiser of the type typically anchoring first-class regional shopping centers (which, as of the date hereof, are as exemplified by discount department stores or general merchandisers such as Target, Kohl's, Costco or Wal-Mart); or (iii) the successors or assigns of the existing Department Stores and the successors or assigns of (i) or (ii) occupying at least one hundred thousand (100,000) square feet of its LFA. However, in the event Landlord regains control of a Department Store premises or has approval rights of any use change of a Department Store premises, then no Occupant thereof shall be permitted to operate with its primary use as a sporting goods store of the size and type presently operated by Gart Sports, Bass Pro or The Sports Authority; provided; however, in the event Landlord leases or sells such Department Store premises to a Department Store for use as a Department Store, such Department Store premises shall not be subject to the restrictions in Subsection (a) above. Tenant agrees that

any Department Store may lease, sublease or sell its premises in whole or part, and in such event such Department Store premises shall not be subject to the restrictions in Subsection (a) above.

Kirkland

Other than the kiosks, pushcarts and retail merchandising units shown on Exhibit A, Landlord shall not erect any kiosk, pushcart or retail merchandising unit in that portion of the Shopping Center within fifteen feet, ten feet directly in front of the Leased Premises, except for temporary kiosks, pushcarts and retail merchandising units which will not materially and adversely interfere with visibility of or access to the Leased Premises or Tenant's business therein.

EXHIBIT D

TENANT'S WORK

Tenant at Tenant's expense shall perform all work necessary to put the Premises in condition to permit Tenant to conduct its business therein. Tenant's work shall be performed in strict accordance with the provisions of the Lease and the Exhibits thereto.

CRITERIA, JURISDICTION AND CODES:

The criteria and outline specifications set forth herein represent minimum standards for design, construction, finish and operation of the Premises by Tenant. Landlord reserves the right from time to time to revise these criteria and outline specifications as Landlord in its sole discretion deems fit.

This Shopping Center is being developed in and under the jurisdiction of the City of Burnsville and the State of Minnesota. All design and construction work shall comply with all applicable statutes, ordinances, rules, regulations and codes of the aforementioned jurisdictions, and all other, applicable regulations and requirements of the Landlord's fire insurance carriers, the requirements of any company or governmental body supplying utilities or services, all applicable federal building and safety orders, statutes, ordinances, rules regulations and codes, the requirements and regulations of any environmental protection agency, fire protection district, or quasi-governmental authority having jurisdiction over this retail development.

PERMITS AND APPROVALS:

Prior to commencement of construction by Tenant, Tenant shall obtain, at Tenant's expense, all necessary permits and approvals (including Tenant's signage) and post same upon the Premises as required thereby with a copy of the permit forwarded to Landlord.

No later than five (5) days after the Effective Date ("Permit Filing Date"), Tenant shall, at Tenant's sole cost and expense, apply for any and all necessary permits and approvals required to permit Tenant to perform Tenant's Work. Tenant shall give Landlord written

notice(s) of (i) the actual date each application for permits and approvals has been filed, together with a dated stamped copy of the first page of Tenant's application from the applicable governmental agencies showing the filing date and (ii) the actual date Tenant obtains each of its permits and approvals, which notice shall be accompanied by a copy of such permits and approvals. Tenant will diligently pursue and otherwise use best efforts to obtain all necessary permits and approvals. If Tenant fails to obtain all such permits and approvals within thirty (30) days after the Effective Date, Landlord shall have the right, but not the obligation, to pursue such permits and approvals on Tenant's behalf and at Tenant's expense. If Tenant fails to obtain all such permits and approvals within sixty (60) days after the Effective Date, Landlord shall have the right to terminate this Lease by giving notice of such election to terminate to Tenant.

Tenant shall be required to obtain a certificate of occupancy (CO) prior to opening the store for business.

No construction within the Premises may commence without Landlord's written approval.

APPROVALS OF TENANTS PLANS AND SPECIFICATIONS:

Tenant shall within 30 days from the date of this Lease, at Tenant's expense, prepare and deliver to Landlord, and Landlord's architect for approval, two sets of complete plans and specifications (including all HVAC, plumbing, fire protection and electrical engineering as well as structural engineering, if applicable) covering all of Tenant's work concerning the Premises, in such detail as Landlord may require, in full compliance with the Lease and the Exhibits attached thereto, certified by a licensed and registered architect and, if applicable, a licensed and registered professional engineer.

In the event Landlord shall notify Tenant that Tenant's plans and specifications are not approved, Tenant shall have 10 days from the date of Landlord's disapproval to revise the plans and specifications and resubmit them to Landlord for Landlord's approval. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from or modifies in any way Tenant's approved plans and specifications or any other work not explicitly shown on said plans and specifications.

ARCHITECTURAL, MECHANICAL AND ELECTRICAL WORK:

Design loads: The Tenant's certified Architects and/or Engineers shall be responsible for all design live load calculations, point load calculations, balance reports, static testing, etc. to be within the limits of the allowable live loads or limits for the existing building systems.

On-grade slabs: To be determined by the Tenant's certified Architect/Engineer.

Roof: Tenant shall not make any installation whatsoever on the roof above the Premises or any other portion of the roof of the Shopping Center without Landlord's prior written authorization.

Ceiling: Point load calculation to be determined by the Tenant's certified Architect/Engineer.

Standard Project Details, as issued from time to time by Landlord's architect and as they pertain to Tenant's work, shall govern with respect to such work. Such details shall be incorporated into the working drawings and specifications for the Premises.

Only new, first class materials shall be used in the performance of Tenant's work.

Architectural Work and Finishes to be Provided by Tenant.

Tenant to provide all insulation or other requirements to meet village regulations.

HOLD HARMLESS AGREEMENT:

Tenant shall save and hold Landlord, Landlord Affiliates, Landlord's Lender, the architect, structural, mechanical, electrical, plumbing and fire protection engineers harmless from and against all claims, damages, losses, expenses (including, without limitation, court costs and attorney's fees) and liabilities whatsoever arising out of or connected with the performance of work by Tenant, the contractor and its subcontractors. Tenant will defend at its own expense, any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom. And further, Tenant shall cause each of Tenant's contractors, to the fullest extent permitted under the Law, to protect, defend, save harmless, and indemnify Landlord, Landlord's lender, Landlord Affiliates, Landlord's architect, structural, mechanical, electrical, plumbing and fire protection engineers against any and all liability, claims, demands, or expenses incurred on account of any injury or damage, alleged or real, arising out of or in any way connected with the performance of work by Tenant, the contractor and its subcontractors and any act or omission to act on their part as required pursuant to the terms of the Lease.

AMERICANS WITH DISABILITIES ACT OF 1990:

Notwithstanding anything to the contrary contained in the Lease, Tenant shall comply with the Americans with Disabilities Act of 1990 ("ADA"), and any amendments to the ADA, as well as all other applicable Laws regarding access to, employment of and service to individuals covered by the ADA. Tenant's compliance will include but not be limited to the design, construction and alteration of the Premises and such other areas (e.g., path of travel) as Tenant may have to alter in order to be in compliance with the ADA.

TENANT'S CONTRACTOR:

All Tenant's Work and all disbursements of money, shall be effectuated in accordance with the following procedures and conditions:

Tenant's contractor and Tenant shall prepare or cause to be prepared a contract wherein the contractor shall agree to complete Tenant's Work in accordance with the approved plans and specifications.

Said contract shall be in the form of the current edition of Document A101 or Document A107 of the American Institute of Architects, shall be subject to Landlord's prior written approval and shall provide, among other things, as follows:

That notwithstanding anything contained in the contract documents to the contrary, the contractor will perform the work and furnish the materials required therefor on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by the contractor against the Premises or the Shopping Center of which the Premises are a part;

That said contractor shall furnish a bond in compliance with the terms of Section H of this Exhibit D, if required by Landlord.

That said contractor shall furnish Tenant and Landlord with certificates of insurance evidencing (i) Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000.00 each accident, \$1,000,000.00 disease-policy limit, \$1,000,000.00 disease each employee; (ii) Commercial General Liability including produces and completed operations coverage, premises, liability, blanket contractual liability including contractor's indemnity agreements, personal injury employees exclusion deleted. Limits of \$2,000,000.00 per occurrence Bodily Injury and Property Damage and \$3,000,000 .00 aggregate; (iii) All Risk builders risk insurance in the full amount of the contract sum; and (iv) Commercial Auto Liability including owned, non-owned, or hired vehicles: \$2,000,000.00 Combined Single Limit. All of said certificates of insurance shall name as additional named insured parties landlord and other parties designated by Landlord, and shall carry an endorsement insuring the following contractual liability, which shall be imposed upon the contractor by the construction contract.

PERFORMANCE AND PAYMENT BOND:

Prior to the commencement of Tenant's Work if Landlord shall so elect by written notice to Tenant, Tenant shall furnish or cause its contractor to furnish to Landlord a Performance and Labor and Material Payment Bond in the form of AIA Document A311, Current Edition or other form acceptable to Landlord, in an amount equal to double the total cost of Tenant's Work. Said bond shall name Landlord as an additional beneficiary and shall be issued by a surety authorized to write bonds for the United States Government for no less than \$5,000.00. In the event Tenant shall fail to furnish or fail to cause its contractor to furnish to Landlord said bond, Tenant and/or its contractor will not be given permission to start construction of the Premises, in addition to the same being a default under the Lease.

TENANT REQUIREMENTS:

Tenant is responsible for compliance with all federal, state and local building codes, ordinances and covenants.

Tenant is responsible for full compliance with all applicable federal, state, and local Accessibility Standards and the ADA, and for submittal to proper authorities for review and inspection.

Tenant is responsible for compliance with all applicable federal, state and local codes for construction finish-out of its space. This includes but may not be limited to, roof/ceiling insulation R values for roof assemblies and exterior wall assembly insulation R values.

Tenant's contractor is to take extreme care in construction, while working adjacent to existing buildings and lease spaces, to prevent damage to existing structures. Provide all required circulation, environmental and hazard protection for existing structures and pedestrians. Tenant's contractor is to protect all existing below grade/slab utilities. Tenant's contractor shall repair all damaged items to existing condition.

Tenant is to show and coordinate all existing risers for sanitary sewer, domestic water, fire water, roof drain, roof overflow drain, natural gas, etc.

Tenant is to coordinate and indicate new or existing roof access ladders (and O.S.H.A. cages when bottom of roof deck is over 20'-0" above floor) and roof access scuttles, within their space.

All roof penetrations and patching are to be done in accordance with the Landlord's requirements. Tenant shall obtain pre-approved roof penetration locations from the Landlord. Patch back of all roof penetrations shall be per Landlord's requirements, by the original shopping center roofer, and shall be installed as per the roofing manufacturer's specifications. There are no "pitch-pocket" roof penetrations allowed. All penetrations must be through preformed boots, metal flashed boots as per S.M.C.N.A., or through prefabricated curbs with watertight covers. In no case will the Tenant be allowed to compromise or void the Landlord's Roofing Warranty.

"Trenching" of the existing reinforced concrete floor slab should be kept to a minimum quantity and width. Where codes permit group under floor utilities in single trenches. The minimum trench cut width is to be 12 inches.

Tenant is required to pour back the reinforced concrete floor slab utility leave-outs to meet the shell structural engineer's requirements and the Geotech Report for subsurface/backfill requirements. The location shown for the existing utility slab leave-out is approximate. Tenant is to field verify exact configuration, size and location.

We recommend that interior wall furring, on existing concrete tilt walls, have full depth true drywall control joints aligning with the existing wall panel joints. Control joints should be formed using two separate metal studs (one each side of panel joint) and a standard gypsum board control joint. This applies to both corner and intermediate concrete panel joints.

No shading or pattern films or false mullions are to be applied to the storefront glazing without submittal to and approval by Landlord.

All exterior signage including building mounted, (if applicable-pylon sign and shopping center pylon sign modules) are to be submitted for review by the Landlord. Tenant shall

include an elevation showing all signage (including mounting heights) with submittal. Tenant is to submit a complete signage drawing package as defined in the Tenant Sign Criteria Manual and the Tenant's Lease Agreement.

Tenant is to submit for review any proposed temporary signage that Tenant proposes to exhibit for their grand opening. Submittal is to be as defined in the Tenant Sign Criteria Manual and the Tenant's Lease Agreement.

"Coming Soon" signage may be in place a maximum of thirty (30) days. Signage may not attach to the building or impair the progress of the work to the shell building. Tenant shall coordinate location with the Landlord.

Tenant is not to suspend any items from the bottom of the roof deck or from the bottom roof joist or joist girder chords, without written approval of the building shell structural engineer of record. Tenant is to submit proposed details, for items suspended from the roof structure, for review by Shell structural engineer. In general, no duct work, conduits, pipes, banners, signage, or walls are to be suspended from the bottom of the roof structure or roof deck, without specific approval. No Tenant finish-out work is to be suspended from any work by another trade, from joist bridging or from X-bracing. Suspended tee grid ceilings and light fixtures may be suspended from the bottom roof joist and bottom joist girder chords in maximum weights of 75 pounds at bottom chord joist panel points, without added steel angle reinforcing up to top joist chords. Suspended ceilings and light fixtures are not to be suspended from the bottom of the roof deck.

Tenant is responsible for any required modifications to the fire sprinkler grid (if existing), for all new sprinkler head drops and for modifying existing drops to fit their space and ceiling heights/types. Tenant is responsible for any required modifications of the existing fire risers including the adding of exterior Fire Department connections serving their space. Tenant is responsible for adding any interior fire hoses and racks and fire extinguishers as may be required by codes and the local Fire Marshall. All main and branch fire sprinkler grid lines are to be run within the roof structure space wherever possible. When lines are run below the roof structure, they are to be held as high as possible to the bottom of the structure. All lines are to be suspended from top chords of joist and joist girders.

The Tenant is to provide for a minimum of $\frac{3}{4}$ " vertical slab movement in their construction of full height, floor to roof, partition walls. Either by use of a Flex Head top stud track or a Friction Fit stud wall head in a deep leg top track. Tenant is to submit details for approval.

When Tenant constructs the One-Hour U.L. Rated System demise partitions, the wall is to be constructed of 18ga. galvanized metal studs at 16" o.c. with one (1) layer only of 5/8" Type X gypsum board on Tenant's side. 3 5/8" metal studs should be used up to 19'-0" A.F.F. with 6" metal studs used up to 28'-0" A.F.F. With continuous horizontal lateral bracing of 1 1/2" 16ga. galvanized steel CR channels at 8'-0" o.c. vertical, clip attached to studs, for full wall height, starting at 4'-0" A.F.F. Tenant is to provide for a minimum of 3/4" vertical slab movement in the construction of the demise partition by using either a Flex Head or

Friction Fit studs in a deep leg head track condition that meets U.L. design requirements. Tenant is to tape, bed and finish gypsum board on lease side. Tenant to provide fire rated 3 1/2" batt insulation retained with clips. (Wall to meet requirements of U.L.)

All penetrations through One-Hour U.L. demise partitions above and below ceilings are to be fire stop sealed with an authorized U.L. Fire Rated System. All joints in One-Hour demise partitions are to be a minimum of Fire Taped above ceilings.

Tenant is to maintain the integrity of the One-Hour Fire-Rated demising wall. Any Tenant applied finishes or modifications to the fire-rated partition (i.e., wall standards, plywood, wood blocking and cleats, slot wall, etc.) are not to impede the integrity of the fire rating. Shelf standards are not to be recessed in the One-Hour Rated demise partitions without submittal of U.L. approved details and system numbers and or a letter of approval from the City approving the installation.

Tenant is to verify that from all points on the site that all roof top equipment including HVAC units, exhaust fans, ventilation fans, vent stacks and roof top antennas (pole and dish) are all fully concealed behind roof parapets.

All horizontal conduit and piping support on top of roof must meet roofing manufacturer's details for installation on roofing system installed.

All of Tenant's roof top units are to be installed on level curbs; curb adaptors are not acceptable. Curb is to be tapered to follow roof slope, so that top of curbs are level. All openings made in roof are to have steel angle frames, as indicated in the shell structural details. Roof top equipment frames are to bear and attached to structure. Openings through existing roof are to be kept to a minimum with R.T.U. openings inside the roof top frames limited to the outside size of the duct penetrations. Seal around all penetrations through the existing roof. Tenant is to submit structural drawings detailing support for roof top frames, roof openings, stiffening of roof deck at frames and anchorage of roof frames to structure. All roof top equipment is to be installed within the designated limits of the roof structure "Mechanical Zone", as indicated on the Shell structural drawings. Tenant is to have the roofing contractor provide cricketing in the roof insulation board, on the high sides of R.T.U. curbs to facilitate surface drainage around the curbs.

It is required that the Tenant provide a 30" wide walk board path around all roof top units at no cost to the Landlord. 30" x 30" walkway pads are required. The walk boards are to be of the type and installation recommended by the manufacturer for the existing roofing system installed. Walk board paths should be spaced 12" from the sides and duct drop ends of the units, and 24" from the condenser end of the units.

Tenant is not to drain roof top roof top unit condensate drains onto the roof. All R.T.U. condensate drain lines are to be extended and connected to the nearest sanitary/storm sewer.

Tenant's contractor is not to install any equipment or vent or conduit penetrations through existing standing seam metal roofs or awnings, without prior Landlord approval. When existing sewer vent stacks are available, sewer vents are to be routed to an existing remote location. Tenant is to submit details and locations for proposed venting. If sewer vents must penetrate existing standing seam roofs then Tenant is to submit proposed locations and details for penetrations. Penetrations through standing seam roofs must meet all applicable codes and roofing manufacturer's standards for venting and flashing through their standing seam roofing system.

Any changes required in the existing hollow metal exit/service doors and hardware including thresholds are to be by Tenant, at no cost to the Landlord. Any changes required in the sidewalks, stoops or floor slabs at the existing doors within the Premises are to be by Tenant, at no cost to the Landlord. All modifications are to meet applicable codes including ADA.

Tenant is to submit an electrical riser diagram, for their proposed connection to the existing electrical bus gutter, to the Landlord for review. The "drawn to scale" drawing is to include dimensions for the proposed length of bus gutter to be used, the Tenant shall not use more than 18" of gutter length to mount their meter can and disconnect. Electrical power capacity being provided for the Tenant will not exceed 20 Watts per square foot of lease area.

Tenant shall not place any permanent or temporary furniture or site fixtures outside their Lease space, on sidewalk or landscape areas. Unless Tenant has in their Lease Agreement a designated "outdoor seating area". There are to be no exterior temporary displays without Landlord approval.

Tenant is to submit for review complete structurally engineered drawings for all Tenant-supplied and installed awnings and canopies. Engineering is to include wind design and connections to existing building walls or columns. Submittal is to include samples and colors of all materials proposed. Refer the Tenant Design Criteria Manual for other requirements. No awning or canopy is allowed to be attached to the existing or Tenant-supplied or modified aluminum storefront system.

Concerning interior extension of power from exterior electrical service to Lease Spaces: No exposed conduits serving a specific Lease Area are to be run exposed through an adjacent Lease Space. All conduits are to be run concealed within interior furring on exterior walls within structure through adjacent lease spaces. Conduits are to be neatly collected within specific wall furring areas as high as possible, in a location reviewed and approved by the Landlord. Tenant must coordinate with the Landlord on all work to be performed in adjacent lease spaces.

Tenant is to verify dimensioned lease areas from fixed building structural elements as defined in their Lease Agreement for both dimensions and square footages. Dimensions are to be indicated on Tenant's finish-out drawings.

Where Tenant's added conduits, buss gutters, junction boxes, panel boxes, meters, pipes etc. are mounted exposed on rear service area walls, all items are to be three (3) coat painted by the Tenant to match the color of the existing wall on which items are mounted. All exposed conduits, pipes, junction boxes etc. added by Tenant, above the roof both in mid field areas and on backs of parapets, are to be three (3) coat painted by the Tenant in a color to be selected by the shell architects.

Exterior wall light sconces with decorative metal shrouds at each pilaster and at selected columns, are provided and installed by the Landlord. Any required reworking of interior conduits and wiring is to be done by the Tenant at no cost to the Landlord.

The structural integrity of the Building shall not be compromised in any way shape or form.

All Tenant improvements must be self-supporting. Storefront, interior materials, fixtures and/or equipment must not be hung from landlord's building structure, roof deck, mechanical or other systems. Lateral bracing allowed upon approval only.

Nothing shall be anchored to the bottom of the deck or to the bottom of bar joists.

All new and existing electrical equipment, lighting and device loads as per approved plans must be within the limits of the existing electrical panel capacity and/or within limits stated in the Lease.

Mechanical HVAC unit must be serviced quarterly or per the direction of the mall management. A report from Tenant's HVAC subcontractor must be supplied to the Landlord.

Any modifications to any of the building systems must be approved by local authority having jurisdiction and must be coordinated with the mall management.

EXHIBIT E

LANDLORD'S DESIGN CRITERIA FOR TENANT'S SIGNS

All Tenant identification signage shall be subject to the approval of Landlord. Two copies of detailed sign drawings shall be submitted for approval. Drawings to demonstrate placement of signage on complete building facade and pertinent storefront elevation, including all decals, open signs, etc. on the glazed storefront.

Submit plans to 4360 East New York Street, Aurora, Illinois, Attn: Judy Ni.

ANY SIGNAGE THAT DISPLAYS THE NAME OF THE BUSINESS, SERVICES, PRODUCTS, PROMOTIONS, TEMPORARY, ETC. OTHER THAN THE PREVIOUSLY APPROVED SIGNAGE BY LANDLORD NEEDS APPROVAL BY LANDLORD, SHALL NOT EXCEED 25% OR 1/4th OF THE BUSINESS WINDOW, AND SUCH SIGNS SHALL NOT BE DISPLAYED FOR NO MORE THAN 30 DAYS.

Tenant shall be limited to Building facade signage only.

Tenant signage shall be limited to store name only.

Sign permits must be obtained by Tenant.

Any damage caused by Tenant's work by signage installation shall be repaired by Landlord and charged to Tenant.

Building Facade Signage Design Criteria.

Signage will be composed of individually constructed illuminated letters mounted on a continuous wire way painted to match fascia and manufactured to Landlord's specifications.

Logos and logo panels will be subject to Landlord approval.

Maximum length of signage shall be 70% of the width of Tenant's demised premises.

Maximum height of sign area shall be 2'6". No individual letter height may exceed 2'6". Variations to the aforesaid height limits may be permitted with Landlord's approval. Where 2 lines of letters are utilized, the overall height will remain within the limits of the sign band, but variations may be permitted with Landlord's approval. There must be a minimum of 6" between the two lines of letters. Sign is to be centered on sign facade both vertically and horizontally.

On termination of lease, Tenant shall repair damage to building facade caused by its signage installation and fill in holes with same material to match existing finish. Contractor selection, material and methods for repair must be approved in writing by the Landlord in advance of the work.

Seven (7) day, calendar-type, time control device shall be provided by Tenant for the control of the illumination of Tenant's sign, storefront and show window lighting during the required hours designated by Landlord.

Landlord's Signage Specification.

PLASTIC FACED LETTERS MOUNTED ON WIREWAY WITH REMOTE TRANSFORMER.

LETTERS

Each letter shall be fabricated in channel block or log style having the body of the letter 5" deep. Letter channels and faces shall be formed in exact shape of letters.

Material used for reverse of letter shall be .090 aluminum sheet and shall be cleaned free of oil and grease. This channel will be primed with Matthews 3125-A wash primer or similar type. Two coats of white acrylic polyurethane will be applied. Finished surfaces to be smooth and free of lint and dust.

Letter faces shall be cut from 3/16" flat Rohm and Haas Plexiglas #2283. Lenses to be held to metal channel with trip cap retainer of white held in place with sheet metal screws

painted to match trim cap. Each letter to have a 1/2" to 1" white outline on the face. The outline is to be 3M translucent high performance white vinyl.

The sign shall be designed so as not to allow light leaks outside the illuminated letter housing.

All signs shall be approved by Landlord prior to fabrication. Landlord's approval of Tenant's plans and specifications shall not be deemed to constitute approval by Landlord of any of Tenant's sign work. Tenant must submit separate Sign drawings and specifications, in quadruplicate, including samples of materials and colors, for all its proposed sign work. The drawings shall clearly show the location of all signs on the storefront elevation drawing, graphics, color and construction and attachment details. Full information regarding electrical load requirements and brightness in foot-candles or foot-lamberts shall also be included. Within a reasonable time after the receipt of such drawings and specifications, Landlord shall return one (1) set thereof to Tenant with its approval and/or any suggested modifications thereof, and if Tenant fails to take exception thereto by written notice to Landlord with ten (10) days from Tenant's receipt of the suggested modifications from Landlord, Tenant shall be deemed to have agreed to and approved all suggested modifications. No sign shall be erected by Tenant except in accordance with Sign drawings bearing Landlord's approval.

ILLUMINATION

Each letter shall be illuminated within letter channel by double stroke red neon tubing.

Neon tubing shall be formed in the shape of the letter and shall be individually gas filled at 10 M.M. pressure or those pressures which will result in essentially uniform life for each section. Electrodes shall be type 8C as manufactured by Engineering Glass Laboratory of Newark, New Jersey.

Tube supports shall be adjustable type (not less than 3/8" diameter buttress threaded glass posts) in which tubing shall be firmly attached by means of pure annealed copper tie wires, without strain on tubing so supported. Supports shall be fastened to metal letter with stainless steel rivets.

WIREWAY

The wire way to be fabricated from .125 aluminum sheet and shall be cleaned free of oil and grease. The wire way to be coated with Matthews 3125-A wash primer or similar type. Two coats of acrylic polyurethane comparable to Matthews acrylic polyurethane will be applied. Transformer lead wires are to penetrate the brick wall area through 3/8" seal tight or 1/2" conduit with the appropriate connectors at each end. Transformers are to be enclosed in an appropriate metal enclosure and located inside the store area (not in canopy area).

“Guaranty”) the complete and due payment of all Rent (as defined in the Lease) and other charges to be paid by Tenant and the complete and due performance by Tenant of all the terms, conditions, covenants and agreements of the said Lease, and the undersigned promises to pay all Landlord’s expenses, including reasonable attorneys’ fees, incurred by Landlord in enforcing all obligations of Tenant under the Lease or incurred by Landlord in enforcing this Guaranty.

This Guaranty is irrevocable, absolute, present, continuing and unconditional, and the obligation of undersigned shall not be released or affected by (a) any extensions of time or indulgences which Landlord may extend to Tenant in the performance of said Lease; (b) any amendment or modification which are or shall be made to the Lease or which Landlord may extend to Tenant in the performance of said Lease; (c) any failure of Landlord to enforce any of the conditions of said Lease; (d) any transfer, mortgage, hypothecation or assignment of the Lease, or any sublease of any interest in the Premises by Tenant; (e) any consent which Landlord may give to such assignment or sublease; or (f) the expiration or earlier termination of the Lease, it being expressly acknowledged and agreed by Guarantor that the obligations set forth herein shall expressly survive any such expiration or earlier termination of the Lease.

The undersigned waives (a) notice of acceptance of this Guaranty; (b) demand for payment of any of Tenant’s monetary obligations or demand for performance of any other Tenant obligation; (c) diligence in any attempt to collect any monetary obligation or enforce any other provision of the Lease; (d) notice to Tenant, the undersigned or any other guarantor or person of the nonpayment or nonperformance by Tenant of any condition of said Lease; (e) notice of any amendment to, or modification of, the Lease by Landlord and Tenant (and/or their respective successors and assigns); (f) notice of any transfer, mortgage, hypothecation, pledge or assignment by Landlord of any of Landlord’s interest in the Premises and/or the Lease; and (g) notice of any transfers, mortgage, hypothecation, pledge or assignment of this Lease, the Premises or any interest therein by Tenant or any sublease of the Premises by Tenant. In the event of default by Tenant, the undersigned waives any right to require Landlord to proceed against Tenant or any security or any other guarantor. Further, in any right of action which shall accrue to Landlord under the Lease, Landlord may proceed against either Guarantor hereunder and Tenant, jointly or severally, and may proceed against either Guarantor without having commenced any action against or having obtained any judgment against Tenant.

2. No Impairment. Further, the liability of the undersigned shall not be impaired by reason of:

- (i) the release or discharge of tenant in bankruptcy or other creditors’ proceeding;
- (ii) any rejection or disclaimer of tenant;
- (iii) repossession of the premises by landlord;
- (iv) any application of any security deposit posted by tenant under the lease;

- (v) any exercise of or refraining from exercising, for any period of time whatsoever, any rights against tenant or others (including without limitation any guarantor) available to it by law or under the lease;
- (vi) the addition of any other persons or entities as additional tenants and/or guarantors under the lease;
- (vii) accepting any further security for payment of tenant's obligations under the lease in addition to this guaranty and the lease; and
- (viii) any assignment or subleasing or consent to any assignment or subleasing of tenant's interest under the lease or any part thereof;
- (ix) the performance of such other acts as may be permitted under the lease as such lease may be from time to time amended;
- (x) landlord's reliance upon tenant's performance in compliance with the provisions set forth in sections 2.4 and 2.9 of the lease;
- (xi) notice of any transfer, mortgage, hypothecation, pledge or assignment by landlord of any of landlord's interest in the premises and/or the lease; and
- (xii) any amendment to, or modification of, the lease by landlord and tenant (and/or their respective successors and assigns).

3. Subordination. Any indebtedness of Tenant to Guarantor, whether now existing or hereafter created is hereby subordinated to this Guaranty. Any such indebtedness of Tenant to Guarantor shall, upon written demand of Landlord, be collected and received by Guarantor in trust for Landlord and shall be paid over to Landlord on account of any Tenant default without impairing or releasing the remaining obligations of Guarantor hereunder; provided, however, that while, no default by Tenant under the Lease exists, Guarantor may apply to his own account any payments made to him on account of any indebtedness of Tenant to Guarantor.

4. Primary Obligation. This Guaranty is a primary obligation of Guarantor. No irregularity, unenforceability, or invalidity of any provision of the Lease shall impair, release, or be a defense to this Guaranty. Wherever reference is made to the liability of Tenant in the Lease, such reference shall be deemed likewise to refer to Guarantor.

5. Termination. This Guaranty shall terminate and be of no further force or effect at such time as all of Tenant's obligations under the Lease, as amended from time to time, have been satisfied or released as determined by Landlord and written notice thereof is delivered to Guarantor; provided, however, in the event the Tenant is not in default under the terms of the Lease, this Guaranty shall be of no further force and effect as of the second anniversary of the Rent Commencement Date, as such term is defined under the Lease.

6. Notices. Whenever Landlord or Guarantor desires to give any notice to the other, it shall be sufficient for all purposes herein if such notice is personally delivered or sent by nationally recognized overnight courier or registered or certified United States mail, postage prepaid, addressed to the intended recipient: (a) with respect to Landlord, 4360 East New York Street, Aurora, Illinois 60504, Attn: Judy Ni, with a copy to William S. Bazianos, Esq., 2 North Riverside Plaza, Suite 1850, Chicago, IL 60606; and (b) with respect to Guarantor, at the respective addresses following Guarantor's signature hereunder; Landlord and Guarantor may change their respective notice addresses by sending written notice given to the other in the manner herein provided. If no other address has been so specified, notices hereunder shall be sent to the addresses of Landlord and Guarantor respectively set forth herein. Any notice given in the manner provided herein shall be deemed to have been given on the day it is personally delivered, two (2) business days after the date it is deposited in the United States mail or the next business day after same is deposited with a nationally recognized overnight courier.

7. Governing Law. This Guaranty shall be construed and enforced according to the laws of the State of Minnesota.

8. Interpretation. If any provision of this Guaranty, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Guaranty, the singular includes the plural, and masculine, feminine, and neuter pronouns are fully interchangeable, where the context so requires.

9. No Presumption Against Drafter. Landlord, Tenant and Guarantor understand, agree and acknowledge that: (a) the Lease has been freely negotiated by both Landlord and Tenant; and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of the Lease, this Guaranty or any of their respective terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against Landlord, Tenant or Guarantor by virtue of that party having drafted such documents or any portion thereof.

10. No Assignment. In no event shall Guarantor assign or transfer this Guaranty or any of Guarantor's obligations hereunder, in whole or in part, without Landlord's consent, which consent may be withheld in Landlord's sole discretion for any reason or no reason.

11. Successors and Assigns. This Guaranty shall be binding on, and the term "Guarantor," as used herein shall include the successors, permitted assigns, personal and legal representatives, administrators, executors, heirs, devisees, legatees, and other transferees of Guarantor. This Guaranty shall also inure to the benefit of Landlord's successors, assigns, and legal representatives.

Witness the hand and seal of Guarantor as of the Execution Date of the foregoing lease.

Signed: _____ Signed: _____

Print: _____ Print: _____

Address for Notices: _____ Address for Notices: _____

Email for Notices: _____ Email for Notices: _____

Phone Number: _____ Phone Number: _____

Social Security Number: _____ Social Security Number: _____

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EXHIBIT I

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("Agreement") is entered into by and between Pacifica Mall Burnsville LLC ("Landlord") and _____ ("Tenant"), collectively the "Parties."

1. Purpose

This Agreement is the sole and exclusive method for terminating the Lease between Landlord and Tenant prior to its expiration. Termination is effective only upon written execution by both Parties in accordance with this Exhibit.

2. Effective Date

The effective date of termination ("Termination Date") shall be as stated in the executed Agreement. Tenant remains responsible for all Rent, Utility Charges, and other obligations through the Termination Date.

3. Delivery of Premises

On or before the Termination Date, Tenant shall vacate and surrender the Premises in the condition required under Section 7.5 ("Surrender") of the Lease and return all keys, codes, and access devices to Landlord.

4. Financial Settlement

Tenant shall pay Landlord any agreed-upon settlement amount, which may include:

- (a) Rent and Additional Rent through the Termination Date;
 - (b) Outstanding charges, taxes, utilities, or CAM obligations; and
 - (c) Any early-termination fee or re-letting costs.
- The specific terms shall be stated in the signed Agreement.

5. Release of Liability

Upon full payment and execution, both Parties mutually release each other from further liability under the Lease, except for obligations expressly surviving termination (e.g., indemnification or confidentiality).

6. No Waiver

Execution of this Agreement shall not constitute a waiver of any prior default unless expressly stated in writing.

7. Binding Effect

This Agreement shall bind and benefit the Parties and their respective successors and assigns.

LANDLORD:

Pacifica Mall Burnsville LLC

By: _____ Date: _____
Name: _____ Title: _____

TENANT:

By: _____ Date: _____
Name: _____ Title: _____

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