

TENANT ESTOPPEL CERTIFICATE

December 3, 2015

Frost Bank
P.O. Box 1600
San Antonio, Texas 78296
Attention: Lavonne Garrison

1251 Austin Highway, LP
Attention: Roger C. Hill, Jr.
5111 Broadway
San Antonio, TX 78209

RE: Lease dated September 20, 2015 (the "Lease") between AmREIT VOG, LP (the "Landlord") and Café Dijon, LP, a Texas limited partnership (the "Tenant") with respect to certain space (the "Premises") in the building on land (the "Land") located at 555 E. Basse Road, in San Antonio, Bexar County, Texas and more particularly described in Exhibit A attached hereto (the Land, the building, and all other improvements on the Land referred to herein as the "Property").

Ladies and Gentlemen:

Tenant hereby acknowledges receipt of notice that the above-referenced Lease, was, or will be, assigned to **FROST BANK**, a Texas state bank (the "Lender"), by Landlord as collateral security for an extension of credit from Lender to Landlord that is also secured by a first-priority mortgage or deed of trust against Landlord's interest in the Premises.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and understanding that Lender is relying hereon, the undersigned Tenant hereby warrants and represents to Lender as follows:

1. All rental payments under the Lease shall be paid as therein provided until Tenant has been otherwise notified by Lender or Lender's successors and assigns, and thereafter all such payments shall be made in accordance with said notice.

2. The Lease, a true and correct copy of which is attached hereto as Exhibit B, is presently in full force and effect and has not been amended, modified, or supplemented except as indicated in this estoppel certificate.

3. The Premises leased by the Tenant under the Lease consist of approximately 1,710 rentable square feet.

4. The Lease was executed on September 20, 2015, the term of the Lease is five (5) years from the initial commencement date, and Tenant has one (1) option to renew the term of the Lease for one (1) additional term(s) of five (5) years. If the initial commencement date has occurred as of the date hereof, Tenant entered into occupancy of, and accepted, the Premises on September 28,

2015. Tenant will begin paying rent in the amount of \$3,990.00 per month (\$47,880.00 per year) on or before January 26, 2016, the commencement date of the term of the Lease will be January 26, 2016, with the result that the term of the Lease will expire on January 31, 2021, unless sooner terminated as provided in the Lease, or unless extended in the event the Lease contains any right or privilege of extension.

5. The Lease represents the entire agreement between Landlord and Tenant relating to the leasing of the Premises and there are no other agreements or understandings relating thereto. In particular, and without limitation, Landlord has not agreed to any abatement of rental or period of "free rent" for the Premises, unless same is specifically provided in the Lease attached hereto, or Tenant agrees that in the event Lender becomes the owner of the Property, no agreement for abatement of rental not specifically provided in the Lease as attached hereto, will be binding on Lender, or its successors and assigns.

6. Landlord has complied fully and completely with all of Landlord's obligations under the Lease, including the construction of leasehold improvements, if any, with the result that Tenant is fully obligated to pay, and will pay, the rent and other charges due thereunder in accordance with the terms and provisions set forth in said Lease, and is fully obligated to perform, and is performing, all of the other obligations of Tenant under the Lease, without any currently existing right of counterclaim, offset, or defense. All conditions of the Lease to be performed by Landlord or Tenant and necessary to the enforceability of the Lease as of the date hereof have been satisfied. Consequently, any currently existing right to terminate the Lease or offset rent as of the date hereof has terminated and is of no further force and effect.

7. Neither Landlord nor Tenant is in default in any respect under any of the terms of the Lease and no state of facts exists to Tenant's knowledge which, with the passage of time or the giving of notice, would constitute a default under the Lease.

8. Tenant's work in the Premises is not complete and is currently ongoing. With regard to work that Tenant's contractor has completed and for which invoices have been presented to Tenant, to the best of Tenant's knowledge, Tenant has paid all contractors and suppliers in full for all labor and materials and other services required to be paid for by Tenant in connection with invoices that have been presented to Tenant in connection with Tenant's construction work and Tenant's other work in the Premises, so that no lien by reason of such submitted invoices may attach against the Tenant's leasehold estate or the Landlord's interest in the Premises, the building of which they are a part, or the Property.

9. The Tenant's security deposit under the Lease has been paid to the Landlord in the amount of \$5,842.50. Tenant has not made any prepayment of rent or other charges in advance, except for the current monthly payments, or payment of rent for the next ensuing month, other than the payment of prepaid rent on August 31, 2015, in the amount of \$5,557.50.

10. As of the date of this certificate, the Tenant has no charge, lien, cause of action, claim or right of offset, under the Lease or otherwise, against the Landlord or against rents or other charges due or to become due under the Lease.

11. Tenant has no knowledge of any assignment, hypothecation or pledge of the Lease or the rentals thereunder, other than the existing or proposed assignment to Lender.

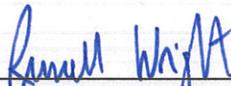
[Signature(s) appear on following page(s)]

EXECUTED as of the day and year above written.

TENANT:

CAFÉ DIJON, LP, a Texas limited partnership

By: CDGP, LLC, a Texas limited liability company,
its general partner

By: 
Name: Russell Wright
Title: Vice President

Attachments:

Exhibit A - Land
Exhibit B - Lease

EXHIBIT A

Land

TRACT I: A 2.806 ACRES, OR 122,213 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING ALL OF LOT 58, BLOCK 1, OF THE ALAMO CEMENT SUBDIVISION, UNIT 1H RECORDED IN VOLUME 9361, PAGE 30 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CF-VOG, LLC IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12747, PAGES 1215-1219 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 18035 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. SAID 2.806 ACRE TRACT BEING THE SAME LAND DESCRIBED MORE PARTICULARLY BY MEETS AND BOUNDS IN EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF:

TRACT II: THAT CERTAIN PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND THROUGH, AND FOR THE USE AND ENJOYMENT OF ALL COMMON AREAS, SAID RIGHTS GRANTED AND AS DEFINED IN INSTRUMENT RECORDED ON AUGUST 15, 1986 IN VOLUME 3780, PAGE 2008, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS

EXHIBIT B

Lease

[See Attached]

LEASE

THIS LEASE (the "Lease") is made as of the 20 day of SEPTEMBER, 2015, by and between AmREIT VOG, LP, a Texas limited partnership ("Landlord"), and Café Dijon, LP, a Texas limited partnership ("Tenant").

The parties hereto, for themselves, their heirs, executors, administrators, legal representatives, successors and assigns, hereby covenant and agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings hereinafter set forth throughout this Lease:

A. **"Base Rent"** - The base rent payable by Tenant during the Term from and after the Rent Commencement Date (as defined herein), as follows:

<u>YEARS</u>	<u>PSF</u>	<u>ANNUALLY</u>	<u>MONTHLY</u>
1 - 3	\$28.00	\$47,880.00	\$3,990.00
4 - 5	\$30.00	\$51,300.00	\$4,275.00
<u>Renewal Term</u>			
6 - 10	\$32.00	\$54,720.00	\$4,560.00

B. **"Broker"** – Retail Solutions (Charlie Roof)

C. **"CAM Payment"** - the monthly payment by Tenant for Tenant's Pro Rata Share of CAM Expenses. The initial monthly CAM Payment is estimated by Landlord to be \$1,567.50; however, the CAM Payment is subject to adjustment from time to time during the Term.

D. **"Commencement Date"** – the date that this Lease shall commence, being the date Landlord delivers possession of the Premises to Tenant in the condition required herein.

E. **"Common Area"**- the areas of the Shopping Center designated from time to time by Landlord for use in common by tenants, including the surface parking area in front of the Premises.

F. **"Effective Date"** - the date this Lease is duly executed by Landlord and Tenant and Landlord's delivery of same to Tenant.

G. **"Expiration Date"** - the date which is the last day of the sixtieth (60th) full calendar month after the Rent Commencement Date.

H. **"Guarantor"** – John R. Newell, an individual, or any guarantor of Tenant's obligations hereunder.

I. **"Initial Alterations"** - the modifications to the Premises to facilitate Tenant's use of the Premises as approved by Landlord and performed in accordance with Landlord's Construction Requirements outlined in **Exhibit C**. Initial Alterations shall mean only fixtures, paint, wall coverings, floor coverings, electrical, HVAC, and/or plumbing upgrades and shall not include furniture, removable trade fixtures, and/or equipment.

J. **"Land"** - that certain real property on which the Shopping Center is situated, located in the City of San Antonio, County of Bexar, and State of Texas, further defined in **Exhibit A**.

K. **"Landlord's Notice Address"** - 8 Greenway Plaza, Suite 1000, Houston, Texas 77046, Attention: Legal Department, Facsimile Number 713-850-0498.

- L. **“Permitted Use”** – The Premises shall be used solely and continuously by Tenant for the operation of a first class neighbourhood café and bakery serving primarily home-style cooking and baked goods, but for no other use or purpose. Notwithstanding the foregoing Permitted Use, or any term or provision to the contrary in this Lease, in no event shall Tenant sell or offer any item or product, or use the Premises, in violation of the exclusive use and prohibited use provisions set forth in **Exhibit I** hereto.
- M. **“Premises”** - that space shown hatched on the site plan attached hereto as **Exhibit A-2**, located in the Shopping Center deemed to be 1,710 rentable square feet for the purposes of this Lease.
- N. **“Prepaid Rent”** - \$5,557.50, which is comprised of the first month’s Base Rent and Tenant’s Pro Rata Share of CAM Expenses, to be paid by Tenant to Landlord upon execution of this Lease (in addition to the Security Deposit).
- O. **“Property”** - collectively, the Premises, the Land, the Shopping Center and any other building or improvements now or hereafter constructed on the Land, as further defined in **Exhibit A**.
- P. **“Rent Commencement Date”** – the date on which Rent shall commence, which shall be the earlier to occur of (i) the date Tenant commences business operations within the Premises or (ii) one hundred twenty (120) days after the Commencement Date. Payment of the CAM Payment will commence on the Rent Commencement Date as well.
- Q. **“Security Deposit”**- \$5,842.50, to be paid by Tenant to Landlord upon execution of this Lease (in addition to the Prepaid Rent).
- R. **“Shopping Center”** - the retail shopping center known as Village on the Green Shopping Center located at 555 E. Basse Road, San Antonio, Texas, as shown on **Exhibit A-1**, attached hereto.
- S. **“Tenant Improvement Allowance”** - \$48,970.00, payable to Tenant in accordance with **Exhibit C**.
- T. **“Tenant's Notice Address”** –P. O. Box 831295, San Antonio, Texas 78283-1295; Phone: (210) 222-9511; Fax: (210) 227-8948.
- U. **“Tenant's Pro Rata Share”** - The percentage for allocation of expenses of the Shopping Center to the Premises, which shall be computed by multiplying the whole of the CAM Expenses, including Taxes and Insurance, by a fraction, the numerator of which is the total square footage of floor area of the Premises and the denominator of which is the total square footage of leasable floor area of all buildings on the Property as of the first day of the calendar year to which such CAM Expenses relate. Notwithstanding the foregoing, or any term or provision to the contrary in this Lease, when determining Tenant’s Pro Rata Share (i) there shall be excluded from the denominator of such fraction (i) the floor area of non-selling mezzanines (if any), passageways, service corridors, Shopping Center offices, storage areas, utility rooms, sprinkler rooms and other non-selling areas that are not a part of any specific tenant’s or occupant’s demised premises, and (ii) the square footage of the floor area of any area of the Shopping Center with no customer entrance that is not a part of a specific tenant’s or occupant’s demised premises. In addition, notwithstanding the foregoing, or any term or provision to the contrary in this Lease, (i) with respect to specific items/services included within CAM Expenses (by way of example only, and not limitation, trash removal service), the square footage of the demised premises of all other tenants or occupants of the Shopping Center who do not include such item/service in the calculation of their share of common area expenses because said tenants or occupants contract for such item/service directly shall be excluded from the denominator of such fraction when determining Tenant’s Pro Rata Share (e.g., if a tenant or occupant contracts for its own trash removal service and trash removal service is not a part of such tenant’s or occupant’s common area expense obligation, the square footage of the demised premises of such tenant or occupant shall be excluded from the denominator of such fraction when determining Tenant’s Pro Rata Share of

trash removal service costs and expenses), and (ii) the square footage of all demised premises leased or occupied by ground lessees (or owned by owners of outparcels within the Shopping Center, if any) who do not contribute on a pro rata or proportionate share basis to the Shopping Center's CAM Expenses because they are obligated to maintain their demised premises and/or certain common areas within and/or appurtenant/adjacent to their ground leased (or owned) demised premises separately (e.g., Landlord does not provide said maintenance) shall be excluded from the denominator of such fraction when determining Tenant's Pro Rata Share.

V. "Term" - the period commencing on the Commencement Date and ending on the Expiration Date.

W. "Trade Name" - The name utilized by Tenant in its business in the Premises, which is "Café Dijon".

2. **PREMISES AND TERM.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises located in the Shopping Center for the period commencing on the Commencement Date and ending on the Expiration Date. The Premises shall be used and occupied by Tenant solely for the Permitted Use and for no other purpose without Landlord's prior written consent. Tenant shall execute an Acknowledgment of Delivery upon receipt of keys to the Premises and within ten (10) days after the Rent Commencement Date, Tenant shall execute an acceptance letter in the form of **Exhibit B** annexed hereto (the "**Acceptance Letter**"), however Tenant's failure to execute the Acceptance Letter shall not affect the Commencement Date or the Rent Commencement Date.

3. **RENT.**

A. **Base Rent.** Tenant shall pay Landlord monthly installments of Base Rent at the Landlord's Notice Address or at such other place designated by Landlord, monthly, in advance, on the first day of each calendar month during the Term, without notice or demand and without any setoff, abatement or counterclaim. Upon the execution of this Lease, Tenant shall pay Landlord the first installment of Base Rent which shall be applied to the first full calendar month of Base Rent due and payable after the Rent Commencement Date. All sums of money required to be paid under this Lease, including Base Rent, the CAM Payment and all other payments required to be made by Tenant hereunder (sometimes collectively referred to herein as "**Additional Rent**"), shall be considered rent (and are sometimes collectively referred to herein as "**Rent**") whether or not specifically designated as such. If the Rent Commencement Date does not occur on the first day of a calendar month or if the Term does not expire or terminate on the last day of a calendar month, Base Rent and any Additional Rent payable hereunder shall be prorated for such partial month on the basis of a thirty (30) day month.

B. **Additional Rent.** Tenant shall pay to Landlord, as Additional Rent, in the same manner as the Base Rent, Tenant's Pro Rata Share of the CAM Expenses. Further, Tenant shall pay, as Additional Rent, the cost of any additional services provided by Landlord to Tenant.

C. **Percentage Rent.** In addition to Base Rent and other Additional Rent, Tenant shall pay to Landlord Percentage Rent for each Lease Year (or partial Lease Year) during the term of this Lease. The Percentage Rent shall be equal to four percent (4%) of aggregate Gross Sales above the following Breakpoint:

<u>YEARS</u>	<u>BREAKPOINT</u>
1-5	\$1,500,000.00
<u>Renewal Term</u>	
6 - 10	\$1,500,000.00

Upon achieving the Gross Sales amounts set forth above in any of the respective Lease Years (or any respective partial Lease Year) Tenant shall pay Percentage Rent for each and every succeeding month during the remainder of such Lease Year (or partial Lease Year). Each payment of Percentage Rent shall be paid by Tenant to

Landlord without demand at the time Tenant submits its monthly statement of Gross Sales as provided below. Computation of the amount of Percentage Rent specified herein shall be made separately with regard to each Lease Year of the Term hereof, it being understood and agreed that the calculation of the Gross Sales of any Lease Year and the Percentage Rent due thereon shall have no bearing on, or connection with, the Gross Sales of any other Lease Year of the Term hereof. Tenant shall pay the final Lease Year's Percentage Rent remaining to be paid, if any, thirty (30) days prior to the end of the Term of this Lease based upon Gross Sales to date with an estimate of Gross Sales for the final month. Tenant's obligation to pay Percentage Rent for the final Lease Year of the term hereof shall survive the expiration or termination of this Lease. The term "**Lease Year**" is hereby defined to mean each twelve (12) full calendar month period during the Term hereof commencing on the first day of the first calendar month immediately following the Rent Commencement Date and on each anniversary thereof; provided, however, that if the Rent Commencement Date shall be any day other than the first (1st) day of a calendar month, then the first Lease Year shall include the days between and including the Rent Commencement Date and the last day of that calendar month.

Within thirty (30) days after the end of each Lease Year of the Term of this Lease, Tenant shall deliver to Landlord (i) a month-by-month statement of Gross Sales for the preceding Lease Year as described above, (ii) a sum of money equal to the amount of unpaid Percentage Rent due with respect to such preceding Lease Year, and (iii) if the amount of Percentage Rent paid for the preceding Lease Year exceeds the amount of Percentage Rent due for such Lease Year, a statement detailing the amount of Percentage Rent due and the amount of excess payments made by Tenant. Upon receipt of the statements required by this paragraph, after any review of the computations contained therein, Landlord shall (i) bill Tenant for any deficiency or (ii) refund to Tenant the amount, if any, which has been paid by Tenant to Landlord as Percentage Rent in excess of the Percentage Rent due under the provisions of this Section 3.C.

The term "**Gross Sales**", wherever used herein, is hereby defined to mean the dollar aggregate of:

(a) The sales prices of all goods, wares and merchandise sold, and the charges for all services performed, by the Tenant in, at, on or from the Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) where the orders therefor originate at, or are accepted by the Tenant in, the Premises whether delivery or performance thereof is made from or at any place other than the Premises; (ii) pursuant to mail, telephone or other similar orders received or filled at or from the Premises; (iii) as a result of transactions originating upon the Premises; and/or (iv) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Premises, or any part or parts thereof; and

(b) All moneys or other things of value received by the Tenant from its operations at, in or from the Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition.

The term "Gross Sales" shall not include: (a) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made at, in, on or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Premises; or (b) returns to shippers or manufacturers; or (c) sales of fixtures after use thereof in the conduct of the Tenant's business in the Premises; and there shall be deducted from Gross Sales: (i) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by the Tenant, and (ii) the amount of any city, county, state or federal sales, luxury or excise tax on such sales which is both (a) added to the selling price or absorbed therein (b) paid to the taxing authority by the Tenant. The term "Gross Sales" shall also include such gross sales made by any sublessee, concessionaire, licensee or otherwise at, in, on or from the Premises; and such gross sales made by sublessee, concessionaires, licensees or otherwise shall be included in the reports submitted by Tenant as herein provided.

Tenant agrees to deliver to Landlord, within twenty (20) days after the end of each month during the Term hereof, a complete statement signed by a director, officer or member of Tenant showing Gross Sales for the preceding month. Within forty-five (45) days after the end of each Lease year, Tenant shall deliver to Landlord a statement of the Gross Sales of the Tenant made at, in, on and/or from the Premises for such Lease year, certified by an officer of Tenant. If Tenant shall fail to furnish to Landlord the annual certified statement required herein within forty-five (45) days after the end of each Lease Year or the monthly statement required above on the due date thereof, Landlord shall give Tenant notice thereof. If Tenant fails to supply said statements within ten (10) days of such notice, then in addition to the remedies available to Landlord for default by Tenant hereunder, and regardless whether the same constitutes a default by Tenant hereunder, Landlord shall have the right to perform (or cause to be performed by an independent auditing firm) an examination of Tenant's books and records to ascertain the information required to be contained in the statement to be provided by Tenant. Such examination shall be conducted at the sole cost and expense of Tenant; and Tenant shall pay to Landlord within ten (10) days of demand therefor the cost of such examination as Additional Rent.

Landlord shall have the right, at any time within twenty-four (24) months after the close of each Lease Year of the term hereof, to examine all of the books of account, documents, records, returns, papers and files of the Tenant relating to gross sales for such Lease Year, and the Tenant, on ten (10) days prior written request of the Landlord, shall make all such matters available for such examination during regular business hours at either the principal office of the Tenant or the Premises. If the Landlord shall have such an examination made for any Lease Year and the Gross Sales shown by the Tenant's statement for such Lease Year should be found to be understated, Tenant shall pay any rent deficiency revealed thereby this Lease within ten (10) days of demand therefor. In addition, if Gross Sales shall be found to be understated by three percent (3%) or more, then Tenant shall pay to Landlord the cost of such examination. If such examination establishes an overpayment of Percentage Rent by Tenant, then Landlord shall credit Tenant, against Tenant's next payment of Percentage Rent, the amount of such overpayment and if such overpayment is at the end of the Term Landlord shall pay to Tenant such overpayment within thirty (30) days after such examination. Such examinations may be made by independent auditor from a certified public accounting firm of national standing designated by the Landlord from time to time.

D. **Application of Payments.** Landlord shall apply any payments received from Tenant in the following order: (a) First, toward any Additional Rent outstanding; (b) second, toward any past due Base Rent; and (c) third, toward the payment of any Base Rent. Further, no restrictive endorsement or statement on any check or payment shall be deemed to alter the express provisions of the Lease, nor constitute an accord or satisfaction.

E. **Late Charges and Returned Checks Fee.** If any installment of Base Rent or Additional Rent or any other payment of Rent under this Lease shall not be paid when due, a Late Charge ("**Late Charge**") of five cents (\$0.05) per dollar so overdue may be charged by Landlord to defray Landlord's administrative expense incident to the handling of such overdue payments. Each Late Charge shall be payable on demand. In addition to any applicable Late Charge, any payment checks received from Tenant and returned to Landlord from the depository bank marked "not sufficient funds" shall be subject to an additional fee of \$200.00 per check so returned.

4. **COMMON AREAS AND EXPENSES.**

A. **Access to Common Areas.** During the Term, Tenant and its customers are entitled to the nonexclusive use (in common with others entitled thereto) of the Common Areas, subject to the terms of this Lease and any rules and regulations promulgated by Landlord. All Common Areas which Landlord elects or is obligated to provide and maintain are subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all such facilities and areas. Landlord may, in its sole discretion, change the number, restripe, redesign, relocate, or modify the entrances and exits, to and from the parking areas, and the parking spaces. Landlord may change from time to

time the dimensions and location of the Common Areas and to construct additional buildings or additional stories on existing buildings or other improvements in the Property. However, Landlord will not rearrange the Common Areas in a way which prohibits access to the Premises or removes substantially all the existing parking spaces in the proximity of the Premises. Tenant shall not conduct, solicit business or display merchandise within the Common Areas, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Areas. Landlord may temporarily close any part of the Common Areas for such periods of time as Landlord deems necessary to prevent the public from obtaining prescriptive rights, or to make repairs or alterations.

B. Common Area Maintenance Expenses. Landlord agrees to operate, maintain and repair the Common Areas throughout the Term. The Shopping Center Common Area operating, maintenance and repair expenses (the “**CAM Expenses**”) include the aggregate of all costs and expenses paid or incurred by or on behalf of Landlord, whether structural, non-structural, foreseen or unforeseen, relating to the ownership, maintenance and operation of the Shopping Center, Common Areas, parking facilities, roofing systems, sidewalks, or any other areas related to the Property for which Landlord shall have a repair or maintenance obligation. CAM Expenses shall be determined on an accrual basis in accordance with generally accepted accounting principles consistently applied. Without limiting the generality of the foregoing, CAM Expenses shall include the cost of: (i) replacing and repairing any facilities of the Common Areas, (ii) policing and protecting the Common Area, (iii) cleaning, painting, inspecting, landscaping of the Common Areas, (iv) premiums for worker's compensation and employer's liability insurance, wages, unemployment taxes and social security taxes for all on-site employees at the Property, (v) personal property taxes, licenses and permits levied or chargeable against the Shopping Center, (vi) supplies, sound equipment, electricity, lighting fixtures and bulbs, seasonal and/or holiday decorations for the Shopping Center (vii) rentals paid for equipment rented or leased or used in the operation and maintenance of the Shopping Center, (viii) traffic control, watchman or security service (if Landlord in its sole discretion elects to provide same), (ix) a management fee not to exceed four percent (4%) of the Base Rent and Additional Rent for the management and operation of the Property, (x) fees to Landlord or Landlord's designee for the administrative expense of maintaining the Common Areas and Property as set by Landlord provided that such administrative fees shall not exceed ten percent (10%) of the Total CAM Expenses, (xi) all ad valorem taxes, taxes in lieu of ad valorem taxes (irrespective of what such tax is called, including, without limitation, any tax imposed upon or measured by Landlord's income or profits as part of the same legislation or related series of legislation adopted in the same legislative session, linked to a mandated reduction in real estate ad valorem taxes, whether such mandate is included in the legislation imposing such tax or in any one of the related series of legislation adopted in the same legislative session), and other taxes, fees, assessments and governmental charges levied against or taxing the Property or its operation (“**Taxes**”) for any whole or partial tax year or period occurring during the Term, and all costs and expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such Taxes or assessments, and (xii) all insurance that Landlord is obligated or deems necessary to carry (“**Insurance**”) covering the Shopping Center and the Property. The maintenance and repairs for the Common Areas includes only those repairs and replacements, and the supplies and materials therefor which in Landlord's reasonable judgment, are necessary to enhance and preserve the utility of the Common Areas. Taxes shall include, but not be limited to the tax imposed under Chapter 171 of the Texas Tax Code (the “**Texas Margin Tax**”), which taxes shall be considered imposed as revenues are earned during the measurement period on which the tax is based notwithstanding anything contained herein to the contrary, whether otherwise belonging to or chargeable against Landlord or Tenant. The Texas Margin Tax shall be presumed to be equal to (i) the ratio of (A) total rents and other amounts paid by Tenant to Landlord during a measurement period on which a Texas Margin Tax report is based to (B) total rents and other related amounts received by Landlord from all Texas tenants during that period multiplied by (ii) the Texas Margin Tax liability incurred by Landlord with respect to total rents and other related amounts received during that period, including the Texas Margin Tax liability of a combined reporting group of which Landlord is a member that is attributable to rents and other related amounts received by Landlord, and where Texas Margin Tax liability is incurred as revenues are earned during the measurement period on which the tax is based.

Notwithstanding anything set forth above to the contrary, CAM Expenses shall not include costs or expenses which properly constitute capital expenditures under generally accepted accounting principles consistently applied; *provided*, however, Landlord may include in CAM Expenses those capital expenditures or other costs or expenses incurred by Landlord (the “**Authorized Capital Expenditures**”) relating to, associated with or in connection with Landlord's compliance with applicable laws, rules and regulations, whether now existing or hereafter enacted, specifically including the Americans With Disabilities Act of 1990 (the “**ADA**”) and any Life Safety Appendix to any municipal building code (the “**Life Safety Code**”) with respect to the Common Areas, and those costs and expenses related to equipment intended to increase energy efficiency of the Property. The costs of any such Authorized Capital Expenditures shall be amortized on a straight line basis beginning in the year of installation and continuing for the useful life thereof, but not less than ten (10) years, using a per annum interest factor equal to two percent (2%) above the prime rate in effect on the date of installation. The amount of amortization for such Authorized Capital Expenditures shall be included in CAM Expenses for each year to which the amortization relates. Additionally, CAM Expenses shall not include the following: (i) the cost of any work which Landlord performs solely for any other tenants and the costs of any services rendered or costs reimbursed to a tenant which are not generally rendered or reimbursed to other tenants; (ii) the cost of repairs or maintenance costs necessitated by the negligence of Landlord, or its agents, contractors or employees, in the initial construction of the Shopping Center or the Premises or any defect thereof; (iii) legal and other fees, leasing commissions, advertising expenses and other costs incurred in connection with development or leasing of the Shopping Center; (iv) any amounts for which Landlord is reimbursed by insurance or otherwise compensated, including direct reimbursement by any tenant; (v) replacement or repairs covered by construction contracts or contractor's warranties; (vi) expenses relating to vacant or vacated space; (vii) the costs, including without limitation any fees, taxes or costs, for furnishing water, sewer, gas, fuel, electricity, janitor or trash removal service or other utilities or services to those portions of the Shopping Center which are leased to tenants; (viii) the costs of acquiring property and/or new construction or renovation of the Shopping Center or the Premises; (ix) any bad debt or rental loss and any reserves or insurance for such losses; (x) the cost of Landlord's federal, state or local income taxes; (xi) interest or principal payments on any mortgage or deed of trust or any ground lease payments; (xii) reserves for anticipated future expenses; and (xiii) with respect to any personnel costs included by Landlord in CAM Expenses, if such personnel do not work exclusively for the Shopping Center, the portion of such costs equivalent to the percentage of time spent by such personnel on matters other than the Shopping Center.

Tenant agrees to pay, as Additional Rent, Tenant's Pro Rata Share of the CAM Expenses. During the period from the Rent Commencement Date to the end of the first calendar year of the Term, Tenant's monthly payment toward this obligation (individually a “**CAM Payment**” and cumulatively the “**CAM Payments**”) shall be in the amount set forth in Section 1 and is payable in advance upon the first day of each calendar month. Thereafter, Tenant shall pay monthly, during the Term, as Additional Rent, one-twelfth (1/12th) of Landlord's estimate of Tenant's CAM Payment for the then-current calendar year. Landlord shall give Tenant written notice of such estimated amounts, and Tenant shall pay such amounts monthly to Landlord at the same time as monthly Base Rent. Following the end of each calendar year, Landlord will submit to Tenant a statement showing CAM Expenses for the preceding calendar year along with a reconciliation of Tenant's estimated payments as compared to Tenant's actual CAM Payment for such calendar year (“**CAM Statement**”). Within thirty (30) days after receipt of a CAM Statement, Tenant shall pay Landlord any additional amounts owed as shown on the CAM Statement. If Tenant's CAM Payments paid to Landlord during the previous calendar year exceeds Tenant's Pro Rata Share of the actual CAM Expense, then Landlord shall credit the difference to Tenant against the next due CAM Payments or refund such amount to Tenant if the Lease Term has expired. Any CAM Payments shall be prorated for any partial calendar year. Tenant's obligation to pay any amounts due under this Section shall survive the Expiration Date or earlier termination of this Lease. Landlord shall retain the right for up to one (1) year after the delivery of a CAM Statement to make revisions to such CAM Statement to reflect corrections to the data contained therein. Any additional amounts shown as being owed by the Tenant on such corrected CAM Statement shall be paid within thirty (30) days after receipt thereof. Tenant shall also pay, before

delinquency, any taxes levied or assessed upon all of Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property within the Premises.

Notwithstanding the foregoing, for the purposes of calculating Tenant's CAM Payment obligations for each calendar year after the first full calendar year of the initial Term, the aggregate Controllable CAM Expenses (hereinafter defined) that may be included in CAM Expenses shall not increase by more than ten percent (10%) per year, on a cumulative and compounding basis. For avoidance of doubt, Landlord is entitled to the benefit of the full amount of any unused cap room from prior years when calculating the applicable cap amount for the then current year. The term "Controllable CAM Expenses" means only those CAM Expenses within the reasonable control of Landlord, thus excluding Insurance premiums, Taxes, utilities, security (if any), snow and/or ice removal, any costs incurred to comply with applicable laws, and all other costs beyond Landlord's reasonable control. Nothing in this provision shall cap, or otherwise apply to reduce, Tenant's obligations with respect to (i) CAM Expenses which are not Controllable CAM Expenses, for any year, or (ii) Controllable CAM Expenses for the first calendar year of the initial Term of this Lease. In addition, notwithstanding the foregoing, if the Term shall be extended for one or more renewal terms, Tenant's CAM Payment obligations for the first full calendar year of each such renewal term (and any partial calendar year at the beginning of such renewal term) shall be at the then current rates (i.e., without any "cap"), and beginning with the second full calendar year of such renewal term the aggregate Controllable CAM Expenses that may be included in CAM Expenses shall not increase by more than ten percent (10%) per year, on a cumulative and compounding basis.

Landlord shall keep separate books of account and records covering all CAM Expenses for at least one (1) year after the close of each calendar year. Tenant and its duly authorized representatives shall have the right to examine Landlord's books and records relating to CAM Expenses only to the extent expressly provided herein. Any such examination (a) shall be conducted at Tenant's sole cost and expense, except as provided otherwise below; (b) shall be conducted only within ninety (90) days after the date Landlord has delivered the CAM Statement to Tenant for any applicable year; (c) shall concern only one (1) year; (d) shall be conducted where such records are customarily maintained during regular business hours and upon five (5) business days advance written notice to Landlord; and (e) shall be performed by a certified public accountant applying generally accepted accounting principles and who shall not be employed, engaged, or compensated on a contingency fee basis. If Tenant's examination of such records shall disclose that Tenant's aggregate annual payments on account of CAM Expenses was greater than Tenant's actual Pro Rata Share thereof, Landlord shall, within twenty (20) days after written notice thereof, refund any excess paid by Tenant. If Tenant's examination shall disclose that Tenant's aggregate annual payment was greater than Tenant's actual Pro Rata Share by more than five percent (5%), Landlord shall also pay to Tenant, within five (5) days after written demand from Tenant, the reasonable costs of the examination, not to exceed \$1,000.00. If Tenant does not provide written notice to Landlord of Tenant's election to examine the CAM Expenses within ninety (90) days following Tenant's receipt of the CAM Statement, as set forth above, it shall be conclusively deemed that Tenant shall have forever waived any right to contest the amount of Tenant's Pro Rata Share of CAM Expenses reflected thereon.

5. TENANT'S INITIAL ALTERATION.

Subject to the substantial completion of Landlord's Work (as defined in Exhibit C, Article IV), Tenant hereby agrees to accept the Premises "AS IS". All costs of the Initial Alterations (including architectural, engineering and supervision fees) shall be paid by Tenant. Landlord agrees to reimburse Tenant the Tenant Improvement Allowance as defined in Section 1 of this Lease. Said Tenant Improvement Allowance shall be due and payable to Tenant pursuant to the terms and conditions outlined in **Exhibit C**.

6. PREMISES - TENANT MATTERS.

A. **Condition.** No representations, except as contained herein, have been made to Tenant respecting the condition of the Premises or the Property. **Subject to the substantial completion of Landlord's Work, Tenant**

hereby acknowledges and agrees that Tenant has inspected the Premises and the Property and accepts such Premises and the Property in their "AS IS, WHERE IS" conditions, with all faults and defects. In addition, Tenant acknowledges and agrees that the Property and the Premises are suitable for the purposes for which they are being leased and for all other purposes. Tenant hereby waives any and all losses, costs, claims or liabilities which Tenant may incur which are in any way related to any change in the condition of the Premises or the Property. Subject to the substantial completion of Landlord's Work, the taking of possession of the Premises by Tenant shall constitute Tenant's acknowledgment that the Premises or the Property are in satisfactory condition. LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

B. **Alterations.** Tenant shall not make any alterations, additions or improvements (collectively, "Alterations") to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld; provided however, Landlord may withhold its consent to any Alterations that would adversely affect (in the reasonable discretion of Landlord) (1) any structural component of the building of which the Premises is a part or any mechanical, electrical or plumbing component of such building, (2) the exterior appearance of the building of which the Premises is a part, (3) the appearance of the Common Area, (4) the value of the Premises or the building of which the Premises is a part, or (5) the provision of services to other tenants or occupants of the Shopping Center, and provided further that Landlord may withhold its consent to any Alterations that would violate any covenant or restriction applicable to the Shopping Center or any portion thereof, or any lease or similar agreement with respect thereto. If Landlord consents to any Alterations, including the Initial Alterations, to the Premises, such Alterations shall be performed at Tenant's expense by a contractor licensed and insured in the State of Texas and approved by Landlord, and subject to any covenants and conditions required by Landlord, including, without limitation, any construction rules and regulations promulgated by Landlord for the Shopping Center. Tenant shall give Landlord thirty (30) days' prior notice before commencing any Alterations. Tenant shall be responsible for any alterations, additions or improvements required by law to be made by Landlord to or in the Shopping Center as a result of Tenant's proposed Alterations. Upon the Expiration Date or sooner termination of the Term, any Alterations to the Premises, including the Initial Alterations, except movable furniture and trade fixtures, shall become Landlord's property and shall be surrendered with the Premises, unless Landlord directs Tenant to remove its Alterations, whereupon Tenant shall remove same at its expense and restore the Premises to the condition existing prior to such Alterations, normal wear and tear excepted. Tenant shall keep the Premises and the Property free from liens arising out of any work performed on Tenant's behalf and shall not affect any interest of Landlord in the Premises or the Property. Prior to the commencement of any Alterations to the Premises, including the Initial Alterations, Tenant shall deliver to Landlord written acknowledgments from all materialmen, contractors, artisans, mechanics, laborers and any other persons furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Premises that they will look exclusively to Tenant to obtain payment of all sums due in connection therewith and that Landlord shall have no liability for such costs. All Alterations to the Premises, including the Initial Alterations, made or requested by Tenant shall be at Tenant's sole cost and expense subject to any Tenant Allowance provided for in this Lease. NOTICE IS HEREBY GIVEN THAT **INDEMNITEES ARE NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO TENANT OR ANYONE HOLDING THE PREMISES, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT LANDLORD'S INTEREST IN THE PREMISES OR THE PROPERTY.**

C. **Maintenance and Repair.** Subject to any specific provisions herein to the contrary, Tenant shall maintain and repair the Premises and preserve same in the condition delivered to Tenant on the Rent Commencement Date, normal wear and tear excepted. Tenant's responsibilities therein include the repair and replacement of all lighting, heating, ventilation and air conditioning ("HVAC"), the storefront and all entry doors, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Premises. Tenant shall be responsible for repainting and redecorating the Premises, and making repairs, replacements and alterations as needed in a good and workmanlike manner in accordance with the terms herein. In addition, Tenant shall label its computer and telecommunications cabling upon installation of the same and, at Landlord's option shall remove such cabling upon the expiration of the Term or earlier termination of the Lease. Landlord shall repair or replace, at Tenant's expense, any damage to the Property caused by Tenant or Tenant's agents, employees, contractors, invitees or visitors. Upon the expiration of the Term or earlier termination of this Lease, Tenant shall peaceably surrender to Landlord the Premises, broom clean, in the same condition as existed on the Rent Commencement Date, excepting only ordinary wear and tear. Tenant hereby agrees to replace the canvas awnings attached to the exterior of the Premises, if any, at Tenant's sole cost and expense, at least once every three (3) years during the Term hereof, which time may be extended in writing by Landlord in its sole discretion. If any such replacements hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may at its option make such replacement without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such replacement plus an administrative fee not to exceed five percent (5%) of the actual cost, which statement shall be immediately payable by Tenant.

All maintenance and repairs shall be done with materials and equipment of good quality and shall be in accordance with the then existing federal, state and local regulations regarding accessibility, health and safety. All such repairs and replacements shall constitute a part of the fee estate remainder subject to this Lease, and Tenant's rights, title and interest therein shall be limited to its right of possession and use during the Term.

Tenant shall be solely responsible, at Tenant's expense, to maintain and repair the HVAC unit(s) serving the Premises at all times during the Term; including but not limited to, the replacement of any such HVAC unit(s) in the event of theft or vandalism thereof or thereto. Further, Tenant shall obtain an HVAC maintenance agreement, at Tenant's expense, with a maintenance contractor acceptable to Landlord, which maintenance agreement shall be kept and maintained in effect at all times during the Term of this Lease, and Tenant shall provide Landlord with evidence of such maintenance agreement, upon Landlord's request. Such agreement shall provide that it will not be cancelled or modified without at least thirty (30) days prior written notice to the Landlord. If Tenant shall neglect and/or fail to observe, keep or perform any of its obligations to maintain and repair the Premises in the time and manner provided in this Article and if such neglect and/or failure shall continue for ten (10) days after notice thereof, Landlord shall have the right to perform said maintenance and repairs. In the event Landlord does so perform Tenant's responsibilities for said maintenance and repairs, Landlord shall furnish Tenant a statement of the actual cost thereof plus an administrative fee not to exceed five percent (5%) of the actual cost, which statement shall be immediately payable by Tenant, as Additional Rent.

D. **Utilities.** Tenant shall not install, without Landlord's prior written consent, any equipment in the Premises (i) requiring an electrical current other than 120 volt, single phase, (ii) requiring special circuits or grounding or (iii) singularly consuming more than 1.5 kilowatts at rated capacity per Rentable Square Foot. All installation and maintenance costs of special electrical facilities shall be paid by Tenant, as Additional Rent, upon demand. Tenant shall separately arrange with, and pay directly to, a telephone service provider for the furnishing, installation and maintenance of all telephone services and equipment required by Tenant in the Premises.

Tenant is responsible, at its own expense, for the repair, replacement or relocation of all lines, conduits and pipes under the foundation of the Premises, and for any repairs and replacements caused by damage, stoppage or conditions which are the fault of Tenant, or Tenant's employees, agents, contractors, customers, concessionaires, invitees or licensees. Tenant is responsible for and shall pay, throughout the Term and until the rendering of the final bill, all meter installation charges and other charges for public or private utility and/or sanitary sewer services, including, without limitation, garbage pickup, gas, electricity, water, telephone and other utilities used or consumed in or about the Premises. Tenant shall be solely responsible for and shall pay to Landlord, as Additional Rent, within ten (10) days after receipt of Landlord's statement therefor, all costs and expenses incurred by Landlord, including, without limitation, fines, fees, charges and repair, replacement or installation costs, which result from the acts of Tenant or Tenant's business operations and are incurred by Landlord because of federal, state, county or municipal legislation, rules or regulations relating to environmental control; provided, however, that in the event Tenant is ordered directly by any governmental authority to comply with any such federal, state, county or municipal legislation, rules or regulations, Tenant shall proceed promptly and expeditiously to fully comply with such order and Tenant shall be solely responsible for, and shall bear all costs and expenses incurred in connection with, Tenant's compliance. Landlord is not liable for interruptions or failure in the supply of any such utilities, relocation of any line, lead or service, the relocation of which is required by Tenant's relocation of outlets in the interior of the Premises; maintenance of any lines, pipe or conduit in the interior of the Premises and connected to any such lead, line or service; or interruption of Tenant's business or damage to Tenant's property due to the stoppage or break in or the repair, replacement or relocation of any such lead, line or service.

If water and sewer service is not separately metered to the Premises, Tenant shall pay to Landlord, monthly, as billed, Landlord's good faith estimate of Tenant's share of the cost of water and sewer service furnished on such common water line, including the cost of third-party meter reading and billing services. Landlord reserves the right to require Tenant to install, at Tenant's expense, a water sub-meter if Tenant objects to such billings or if Landlord determines that Tenant uses more than its proportionate share of water compared with other tenants billed on such common water line.

E. **Signs.** Expressly subject to Landlord's prior written approval and Tenant's compliance with all applicable laws, the Restrictions (as defined below) and the Sign Criteria, Tenant shall have the right, at Tenant's sole cost and expense, to install (i) one (1) sign on the outside of the front of the building in which the Premises are located, and (ii) one (1) sign on the East side of the building in which the Premises are located. The size, design, and exact location of all signs installed by Tenant shall be mutually agreed upon by Landlord and Tenant and shall be in accordance with the Sign Criteria attached hereto as **Exhibit H** and all applicable governmental laws and ordinances. Tenant shall not, without Landlord's prior written consent, install any exterior or interior window or door sign, or any other type of sign or placard visible from outside the Premises, wherever located. Tenant shall pay all costs of fabrication, installation, and maintenance of all permitted signs and placards. Prior to vacating the Premises, Tenant shall, at its sole cost and expense, remove its sign(s) and placards and restore the surface beneath such signs or placards to the condition existing prior to installation of same. Notwithstanding any term or provision in this Lease to the contrary, in no event shall Tenant or any of Tenant's agents, employees or contractors park a wrapped vehicle or moving billboard advertising or marketing Tenant's business anywhere in the Shopping Center without the express prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

The Shopping Center and the Premises are subject to the jurisdiction of the Lincoln Heights Association (the "**Association**") pursuant to the Declaration of Master Covenants, Conditions and Restrictions of Lincoln Heights, Bexar County, Texas (the "**Restrictions**") filed of record in Volume 3780, Page 2008 of the Official Public Records of Bexar County, Texas. All signs shall be in accordance with the requirements set for in Article 10 of the Restrictions and Tenant shall be solely responsible for complying with such requirements and any signs to be erected upon the Premises must comply with such Restrictions.

F. **Use of Premises.** The Premises shall be used and occupied by Tenant solely for the Permitted Use.

Notwithstanding any term or provision in this Lease to the contrary, Tenant covenants and agrees that an Event of Default shall occur if Tenant, or any employee or agent of Tenant, (i) conducts, permits or advertises any fire, bankruptcy, distress, auction, "going out of business" sale, "lost our lease" sale or similar type sale (whether real or fictitious) (collectively the "**Prohibited Sales**") in, at or from the Premises, or (ii) uses the Shopping Center name in connection with any Prohibited Sales. Landlord shall not be required to provide Tenant with further notice and/or opportunity to cure any violation of this covenant. Tenant acknowledges and affirms that the damages that Landlord would suffer in the event of Tenant's violation of this covenant would be extremely difficult and impractical to determine. Therefore, Tenant agrees that if Tenant or any employee or agent of Tenant violates this covenant, in addition to any other legal or equitable remedy available to Landlord, including, without limitation, injunctive relief and any other remedy available under this Lease, Tenant shall pay Landlord, as liquidated damages and not as a penalty, the sum of One Thousand and No/100 Dollars (\$1,000.00) per day for each day that such violation occurs.

7. **PREMISES - LANDLORD MATTERS.**

A. **Utilities.** Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply water, gas, electricity, telephone service and sewerage service to the Shopping Center.

B. **Operation of the Property.** Landlord shall operate and maintain the Property in accordance with the standards generally prevailing in the operation and maintenance of similar retail shopping centers situated in the general vicinity of the Shopping Center and in accordance with all applicable laws and regulations. Landlord is responsible for all capital expenditures for the foundations, structure and roof of the Shopping Center, as determined by Landlord, subject to any exceptions for such items as may be passed through as CAM Expenses. Landlord shall not be liable to Tenant, its employees, agents, invitees or licensees for damages or in any other way for losses due to any criminal act or for damage caused by unauthorized persons in the Premises or on the Property. Tenant shall reimburse Landlord for the cost of any repairs or maintenance performed by Landlord if caused by the negligence or criminal or willful misconduct of Tenant or its agents, employees, contractors, invitees, licensees, or visitors.

C. **Alterations, Repairs and Changes.** Landlord may do any of the following:

- (1) Make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to service the Premises or other parts of the Property;
- (2) Make changes in or additions to any part of the Property not in or forming part of the Premises;
- (3) Change or alter the location of any areas of the Property which may be designated by Landlord for use during normal business hours by Tenant in common with other tenants and persons in the Shopping Center but under Landlord's exclusive control;
- (4) Grant easement(s) on, over, under and above the Premises or Property;
- (5) Change the Rentable Square Footage of the Premises in order to comply with applicable laws so long as Tenant's use of the Premises is not materially, adversely affected;
- (6) Change the name or numbers of the Shopping Center; and
- (7) Enlarge the Property by constructing improvements on the Land and by including within the Land other adjacent properties owned by Landlord or its affiliates, in which event, all such additions and improvements shall be treated as though they are part of the Property and, at Landlord's option, all CAM expenses, real property taxes and other pro rata payments required of Tenant hereunder shall apply to such additions and improvements.

D. **Entry.** Landlord may enter the Premises at any time in an emergency without notice, or at all reasonable times upon prior notice (which notice may be by telephone) for any purpose permitted hereunder, including, without limitation, showing the Premises to prospective tenants during the last six (6) months of the Term and showing the Premises to purchasers or lenders and posting notices at any time during the Term. Landlord shall use reasonable efforts to minimize interference with Tenant's conduct of business in connection with Landlord's performance of any work.

8. ASSIGNMENT AND SUBLETTING.

A. **Limits.** Tenant shall not (i) assign or otherwise transfer this Lease; (ii) permit the Premises or any part thereof to be used by anyone other than Tenant; or (iii) sublet the Premises or any portion thereof; in each instance without (1) giving Landlord the notice required herein and otherwise complying with the terms hereof and (2) obtaining Landlord's prior written consent. In addition, Tenant shall not mortgage or encumber this Lease without Landlord's prior written consent, which may be withheld in its sole discretion. For the purposes of this Section, the transfer or issuance of stock ultimately resulting in ownership of a majority of the issued and outstanding capital stock of any corporate tenant or subtenant, or the transfer of a majority of the total interest in any partnership tenant or subtenant shall be an assignment of this Lease or such sublease, as the case may be; provided, however, that the transfer of the outstanding capital stock of any corporate tenant or subtenant shall not include the sale of such stock by persons or parties through the "over-the-counter market" or through any recognized stock exchange, other than by a "control person" within the meaning of the Securities Exchange Act of 1934, as amended. The provisions of this Section shall not apply to transactions (x) with a corporation into or with which Tenant is merged or consolidated or to which substantially all of Tenant's assets are transferred, or (y) with any entity controlling, controlled by, or under common control with Tenant; provided that, in each case, Tenant's successor has a tangible net worth (defined, for purposes hereof, as the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied, excluding, however, from the determination of total assets, all assets which would be classified as intangible assets in accordance with generally accepted accounting principles consistently applied including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises) at least equal to or greater than the combined tangible net worth of Tenant and any guarantor of Tenant's obligations under the Lease on the date of this Lease and Landlord shall have received satisfactory written proof of such tangible net worth at least thirty (30) days prior to the effective date of such transaction.

B. **Landlord's Option.** If Tenant desires to assign this Lease or sublet all or part of the Premises, then, at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the date when Tenant desires an assignment or subletting to be effective (the "**Transfer Date**"), Tenant shall give Landlord a written notice ("**Tenant's Notice**") stating the name, address and business of the proposed assignee or sublessee, detailed financial statements for the proposed assignee or sublessee (including its most recent balance sheet and income statement (each audited if available)), the number of rentable square feet proposed to be sublet, the Transfer Date, the fixed rent and/or other consideration, written consent from such proposed assignee or sublessee to a credit check and any other information Landlord may require. Tenant shall reimburse Landlord for Landlord's reasonable out-of-pocket expenses incurred in connection with Tenant's request for such consent. Tenant's Notice shall be deemed to be an offer (a) to terminate the Lease in the case of a proposed assignment or a sublease of all or substantially all of the Premises, or (b) in the case of a proposed sublease of less than all or substantially all of the Premises, to eliminate from the Premises such portion of the Premises which Tenant proposes to sublease as of the Transfer Date (the "**Eliminated Space**"). If Landlord elects to terminate this Lease pursuant to the provisions of clause (a) of this Subsection (B), Tenant's obligations hereunder shall cease as of the date of termination, provided that Tenant shall not be relieved of any obligations that have accrued prior to the date of termination. Upon a surrender of the Eliminated Space, Tenant's obligations with respect to the Eliminated Space shall cease as of the date of surrender of the Eliminated Space, provided that Tenant shall not be relieved of any obligations that have occurred prior to the date of surrender. In addition, the Base Rent shall be reduced as of the Transfer Date by an amount equal to the lesser of (1) the product of (xx) the Base Rent, and (yy) a

fraction, the numerator of which is the number of rentable square feet in the Eliminated Space and the denominator of which is the number of rentable square feet in the Premises, or (2) the proposed base or fixed rent which would have been payable pursuant to the proposed sublease. Further, the CAM Payment shall be proportionately reduced as of the Transfer Date to reflect the deletion of the Eliminated Space from the Premises. If Landlord elects a surrender of the Eliminated Space, Landlord, at Tenant's expense, may make such alterations as Landlord deems necessary to physically separate the Eliminated Space from the balance of the Premises. Tenant shall pay all costs associated with this elimination and execute all necessary documentation required in connection with any such termination or surrender.

C. **Conditions to Assignment or Subletting.** If Landlord does not exercise the option provided pursuant to Subsection (B) above within thirty (30) days after Landlord's receipt of Tenant's Notice, and Tenant is not in default hereunder as of the time of Landlord's consent and as of the Transfer Date, Landlord's consent to the proposed assignment or subletting set forth in Tenant's Notice shall not be unreasonably withheld, provided, and each assignment or subletting will be subject to the following:

- (1) the proposed assignee or sublessee: (i) continues to use the Premises for the Permitted Use in a manner consistent with the standards for the Property; (ii) does not violate any covenants contained in any other lease or agreement affecting Landlord or the Property; (iii) is not entitled to diplomatic or sovereign immunity; (iv) is a reputable entity with sufficient credit worthiness considering the obligations of Tenant hereunder; (v) assumes all obligations of Tenant under the Lease for the Premises or the Eliminated Space; and (vi) satisfactory proof of the foregoing is delivered to Landlord;
- (2) the assignment or sublease is on the same terms set forth in Tenant's Notice;
- (3) Landlord has received a copy of the sublease or assignment and assumption agreement pursuant to which such assignee or sublessee assumes and agrees to be bound by all of the covenants and conditions of this Lease; and
- (4) no assignee or sublessee has a right to further assign or sublet.

D. **Effect of Assignment or Subletting.** Notwithstanding any term or provision in this Lease to the contrary, Tenant shall not be released from its obligations hereunder as a result of any assignment or subletting, and the Tenant named herein and any assignee or sublessee of such Tenant who assumes the obligations of the named Tenant under this Lease, from and after an assignment, shall be jointly and severally liable for performance of all of Tenant's obligations under this Lease. Tenant shall promptly pay to Landlord as and when received any rent and other sums paid by an assignee or sublessee in connection with an assignment or sublease which exceeds the Rent provided for in this Lease (allocated on a per square foot basis).

E. **Assignment Processing Fee.** In the event that Tenant desires to either assign this Lease or sublet the Premises as permitted by this Section, then Tenant shall pay to Landlord, on or before the effective date of any such assignment or sublease, a fee in the amount of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) (the "**Assignment Processing Fee**") to cover Landlord's costs and expenses in administering such assignment or sublease.

9. TENANT'S INSURANCE.

A. **Required Insurance.** Tenant shall maintain throughout the Term, at its expense:

- (1) Commercial general liability insurance on an occurrence basis providing coverage for bodily injury (including death), property damage, personal injury, and products liability (where such exposure exists) containing contractual liability insuring Tenant's indemnity obligations under this lease with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for all occurrences within each policy year;.

- (2) Property insurance (all risk—special form) covering Tenant's personal property, fixtures, furniture, merchandise, equipment and all leasehold improvements equal to the replacement value with Agreed Amount Endorsement or No Coinsurance and containing the waiver of subrogation required in this Section;
- (3) State worker's compensation insurance in statutorily mandated limits and employer's liability insurance with limits of at least \$1,000,000.00 each accident, \$1,000,000.00 each person for disease and \$1,000,000.00 aggregate for disease;
- (4) If Tenant is engaged in the business of selling, manufacturing, distributing, serving, furnishing, or otherwise dispensing alcoholic beverages, full liquor liability insurance with limits of no less than Two Million Dollars (\$2,000,000.00) or a deletion of the liquor liability exclusion on the above defined commercial general liability insurance policy, and if provided by Tenant's commercial general liability insurance policy, the certificate will clearly state said exclusion has been deleted;
- (5) Umbrella or excess liability insurance of not less than Five Million Dollars (\$5,000,000.00) in excess of the commercial general liability insurance required in A(1) hereinabove; and,
- (6) Such other insurance as Landlord may reasonably require.

B. Requirements for Tenant's Insurance.

- (1) The policies (with the exception of worker's compensation insurance to the extent not available under statutory law) shall name Landlord and Landlord's management, leasing, and development agents, and any other party designated by Landlord as an additional insured as their respective interests may appear. With respect to property damage coverage, such policies shall provide that any loss shall be payable to Landlord and any additional insured as their respective interests may appear;
- (2) All insurance shall be placed with companies which are rated A:XI or better by Best's Insurance Guide and licensed to do business in the State of Texas and written as primary policies with annual deductibles not to exceed Five Thousand Dollars (\$5,000), and other policies shall serve as excess coverage;
- (3) Tenant shall deliver original certificates of all such policies prior to the Rent Commencement Date and each anniversary date thereafter, which shall provide that no cancellation or non-renewal of such policies shall be effective without thirty (30) days prior written notice from the insurer to Landlord; and
- (4) Landlord and Tenant shall each, in their respective insurance policies, obtain a waiver of subrogation or consent to a waiver of right of recovery against the other party, and each hereby agrees that it will not make any claim against or seek to recover from the other party for any loss or damage covered by such fire and extended coverage insurance. Landlord shall not be required to carry insurance on any leasehold improvements within the Premises, alterations or Tenant's fixtures, furnishings, equipment or other property or business interruption insurance. Tenant shall not do any act or thing in the Premises or at the Property or store anything therein which will adversely affect any insurance policies covering the Property and Tenant shall promptly reimburse Landlord for all increases in Landlord's fire insurance premiums attributable to such acts or omissions.

10. EMINENT DOMAIN.

A. Total Taking. If all of the Premises are taken by a public authority pursuant to the exercise of the power of eminent domain, this Lease shall terminate on the date on which the condemning authority takes possession of the Premises (“**Date of Taking**”).

B. Substantial Taking. If more than one-third (1/3) of the rentable square feet in the Premises is taken, either Landlord or Tenant may terminate this Lease by written notice to the other within thirty (30) days after the Date of Taking and this Lease shall terminate on the last day of the month immediately following the month in which notice is given.

C. **Taking Requiring Substantial Alterations.** If part of the Property is taken such that, in Landlord's opinion, substantial alteration of the Property is necessary, whether or not the Premises are affected, Landlord may terminate this Lease by thirty (30) days prior written notice to Tenant.

D. **Effect of Taking Without Termination.** Upon a partial taking which does not result in a termination of this Lease: (i) Base Rent and Additional Rent shall be adjusted to reflect the reduced number of rentable square feet in the Premises; and (ii) Landlord shall restore the Premises, but only to the extent of funds available to Landlord from the consideration paid for such taking. Landlord shall not be obligated to replace or restore any Alterations, or any of Tenant's leasehold improvements, personal property, furniture, fixtures or equipment.

E. **Awards.** Upon any taking, Landlord shall be entitled to any resulting damages, awards or any interest therein, and Tenant shall have no claim for the value of any unexpired term of the Lease or otherwise. Tenant may independently claim for the value of its furniture, fixtures and equipment or moving expenses, provided that such claim shall not diminish Landlord's claim.

11. CASUALTY.

A. **Notice.** Tenant shall give Landlord immediate written notice of any damage to the Premises by fire or other casualty.

B. **Landlord's Right to Terminate.** Landlord may, within one hundred eighty (180) days after fire or other casualty to the Shopping Center, give Tenant notice of termination of this Lease, and the Term shall expire ten (10) days after such notice is given effective as of the date of the casualty if:

- (1) the Premises are significantly damaged or rendered wholly untenable by fire or other casualty;
- (2) Landlord's architect certifies that the damage to the Shopping Center or Property cannot be repaired within ninety (90) days after the date of notice;
- (3) more than 25% of the insurance proceeds are retained by the lessor under any underlying lease or the holder of any Mortgage; or
- (4) the Shopping Center is damaged to an extent which precludes Landlord from providing Landlord's Services for more than ninety (90) days.

C. **Repairs.** If the Lease is not terminated, Landlord shall repair the Premises, but only to the extent of the insurance proceeds actually paid to Landlord. Landlord's obligations to restore are strictly limited to the replacement of the basic building area and Landlord shall not be obligated to restore any leasehold improvements, Alterations, personal property, furniture, fixtures or equipment. If Landlord does not substantially complete restoration of the Premises within one (1) year after the date of such fire or other casualty, Tenant may terminate this Lease by delivering a notice of termination to Landlord within ten (10) days after the expiration of such one (1) year period, time being of the essence. If Tenant has timely delivered such notice, this Lease shall automatically terminate as of the thirtieth (30th) day after the giving of the notice, unless the restoration of the Premises has been substantially completed within such thirty (30) day period.

D. **Abatement of Rent.** Rent shall abate for the portion of the Premises which is untenable until repairs are substantially completed. If the Premises are wholly untenable, all Rent shall abate until the Premises (excluding leasehold improvements, Alterations, personal property, furniture, fixtures and equipment) are repaired.

E. **End of Term.** The foregoing notwithstanding, if any fire or other casualty occurs within the last twelve (12) months of the Term, Landlord may give notice to Tenant within thirty (30) days after the date of such fire or other casualty of termination of this Lease and the Lease term shall expire effective with the date of fire or other casualty.

12. INDEMNIFICATION AND WAIVER.

A. **TENANT INDEMNIFICATION OF LANDLORD.** TENANT SHALL DEFEND, INDEMNIFY AND HOLD LANDLORD AND ITS PARTNERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS (COLLECTIVELY, THE "INDEMNITEES") HARMLESS FROM AND AGAINST ANY AND ALL DEMANDS, CAUSES OF ACTION, JUDGMENTS, COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS, OR LIABILITY FOR ANY DAMAGE TO ANY PROPERTY OR INJURY, ILLNESS OR DEATH OF ANY PERSON (A) OCCURRING IN THE PREMISES AT ANY TIME FROM ANY CAUSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE OF INDEMNITEES); (B) OCCURRING IN OR ON THE PROPERTY OTHER THAN THE PREMISES, WHEN SUCH DAMAGE, INJURY, ILLNESS OR DEATH SHALL BE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OR WILLFUL OR CRIMINAL MISCONDUCT OF TENANT OR ANY EMPLOYEE, CONTRACTOR, LICENSEE, INVITEE, VISITOR, AGENT OR CUSTOMER OF TENANT; (C) ARISING OUT OF OR IN ANY WAY RELATED TO CLAIMS FOR LABOR PERFORMED OR MATERIALS FURNISHED TO TENANT OR THE PERFORMANCE OF ANY WORK DONE BY OR FOR THE ACCOUNT OF TENANT, WHETHER OR NOT TENANT OBTAINED LANDLORD'S PERMISSION TO HAVE SUCH WORK DONE, LABOR PERFORMED OR MATERIALS FURNISHED (INCLUDING, WITHOUT LIMITATION, WHEN SUCH CLAIMS ARISE OUT OF THE NEGLIGENCE OF INDEMNITEES); OR (D) ARISING OUT OF OR IN ANY WAY RELATED TO ANY BREACH OF A COVENANT OR CONDITION IN THIS LEASE TO BE PERFORMED BY TENANT. THE PROVISIONS OF THIS SUBSECTION SHALL SURVIVE THE EXPIRATION DATE OR SOONER TERMINATION OF THIS LEASE.

B. **WAIVER OF CLAIMS.** THE INDEMNITEES SHALL NOT BE LIABLE FOR ANY CLAIMS WITH RESPECT TO (A) ANY DEATH OR INJURY SUFFERED BY TENANT OR ANY EMPLOYEE, CONTRACTOR, LICENSEE, INVITEE, VISITOR, AGENT OR CUSTOMER OF TENANT (EACH, A "TENANT PARTY") OR ANY OTHER PERSON, FROM ANY CAUSES WHATSOEVER, INCLUDING THE NEGLIGENCE OF INDEMNITEES, OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR (B) ANY LOSS OR DAMAGE OR INJURY TO ANY PROPERTY OUTSIDE OR WITHIN THE PREMISES BELONGING TO TENANT, ANY TENANT PARTY OR ANY OTHER PERSON. IN ADDITION, INDEMNITEES SHALL NOT BE LIABLE FOR INTERFERENCE WITH ANY UTILITY, SERVICE, VENTILATION OR ANY LATENT DEFECT IN THE PREMISES, OR ANY LOSS OR DAMAGE FOR WHICH TENANT IS REQUIRED TO INSURE OR RESULTING FROM ANY CONSTRUCTION, ALTERATIONS OR REPAIR REQUIRED OR PERMITTED TO BE PERFORMED BY TENANT HEREUNDER, WHETHER DUE TO THE NEGLIGENCE OF THE INDEMNITEES.

C. **TENANT SPECIFICALLY ACKNOWLEDGES THAT LANDLORD AND/OR INDEMNITEES HAVE NO DUTY TO PROVIDE SECURITY FOR ANY PORTION OF THE SHOPPING CENTER, INCLUDING, WITHOUT LIMITATION THE PREMISES AND THE COMMON AREA, AND TENANT HEREBY AGREES TO ASSUME SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF AND ITS EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS, CONCESSIONAIRES, SUBTENANTS, INVITEES AND LICENSEES AND THEIR RESPECTIVE PROPERTY, IN, ON OR ABOUT THE SHOPPING CENTER, INCLUDING WITHOUT LIMITATION THE PREMISES AND THE COMMON AREA. NOTWITHSTANDING ANY TERM OR PROVISION TO THE CONTRARY HEREIN, TENANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT**

TO THE EXTENT LANDLORD AND/OR INDEMNITEES ELECT TO PROVIDE ANY SECURITY, LANDLORD AND/OR INDEMNITEES ARE NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT TENANT IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LANDLORD AND/OR INDEMNITEES SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF, PERSONAL INJURY OR PROPERTY DAMAGE IN, ON OR AROUND THE SHOPPING CENTER.

13. **COMPLIANCE WITH LAWS AND RULES.**

A. **Property Rules.** Tenant shall comply with the rules and regulations for the Property established by Landlord (the “**Rules and Regulations**”), a copy of which are attached as **Exhibit D**. The Rules and Regulations may be amended by Landlord in any reasonable manner, from time to time and at any time, by notice to Tenant. Tenant’s failure to comply with the revised Rules and Regulations within two (2) business days after notice from Landlord shall constitute an Event of Default.

B. **Applicable Laws.** Tenant, at its expense, shall comply with all laws, orders and regulations and with any related directive with respect to the Premises or the Property or the use or occupancy thereof (“**Applicable Laws**”), including, without limitation, Fire/Life Safety laws, Environmental Law (as defined herein) and any easement agreements, deed restrictions, restrictive covenants and similar encumbrances now or hereafter affecting the Premises and/or the Property. Tenant shall directly pay any fines or penalties resulting from Tenants noncompliance with Applicable Laws.

C. **ADA/Architectural Barriers.** Landlord shall maintain the Common Areas in compliance with Title III of the Americans with Disabilities Act of 1990, the Texas Architectural Barriers Act and all regulations promulgated thereunder (the “**Acts**”). If alterations to the Common Areas are required in order to comply with the Acts as a result of Tenant's changes or Alterations within the Premises or Tenant's use of the Premises, the cost thereof shall be paid by Tenant within twenty (20) days after demand by Landlord. Tenant shall maintain the Premises in compliance with the Acts at its cost and expense.

D. **Environmental Law.** “**Environmental Law**” shall mean any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating in any way to the environment, health, safety or any substances, materials or wastes regulated by any governmental authority including medical wastes (“**Hazardous Materials**”). The Tenant Parties shall comply with Environmental Law in its use of the Premises and Property. The Tenant Parties shall not use or store any Hazardous Materials in the Premises except for small quantities of chemicals typical to household or office use which are stored in accordance with Environmental Laws. Tenant shall provide Landlord with copies of all communications regarding the Premises from any governmental agency relating to any Environmental Law or any person with respect to any claim or violation relating to any Environmental Law (each, an “**Environmental Claim**”).

E. **Tenant Indemnification of Landlord.** Tenant shall defend, indemnify and hold harmless the Indemnitees from and against all obligations, losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses (including attorneys’ and consultants’ fees and expenses) of any kind or nature whatsoever that may be incurred by, or asserted against any or all of the Indemnitees resulting from (a) the actual or alleged presence of Hazardous Materials on the Premises or in the Property which is caused or permitted by the Tenant Parties, (b) any Environmental Claim relating to the operation or use of the Premises or the Property by a Tenant Party, (c) any Tenant Parties’ violation of the Rules and Regulations, (d) any Tenant Parties’ failure to comply with the Acts, and (e) any Tenant Parties’ failure

to comply with the Applicable Laws. The provisions of this Section shall survive the Expiration Date or sooner termination of this Lease.

14. QUIET ENJOYMENT AND SUBORDINATION.

A. Quiet Enjoyment. Landlord covenants and agrees that, upon Tenant's performance of all the terms, covenants and conditions hereof on Tenant's part to be performed, Tenant shall enjoy the Premises, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject and subordinate to the terms, covenants and conditions of this Lease.

B. Subordination. This Lease is subject and subordinate to:

- (1) any easement agreements, restrictive covenants, deed restrictions and similar encumbrances;
- (2) all ground and underlying leases;
- (3) any mortgage, deed of trust or deed to secure debt now existing or that may be granted in the future (each, a "**Mortgage**"); and
- (4) any renewals, modifications, extensions, replacements, and substitutions of any of the foregoing, now or hereafter affecting the Premises and/or the Property.

This provision shall be self-operative and no further instrument of subordination shall be required, but Tenant shall execute and deliver an instrument, at Landlord's option and upon Landlord's request, either in the form of **Exhibit F** or on the form(s) required by any mortgagee within 10 days of Tenant's receipt of such form. Upon refinancing, Tenant shall execute reasonable subordination agreements with any new lender in a form substantially equivalent to **Exhibit F**, with such changes as may be reasonably required by a new lender. Notwithstanding the foregoing, execution of any instrument subordinating the Lease shall be conditioned upon the mortgagee agreeing to execute a written agreement that after a foreclosure (or a deed in lieu of foreclosure) the rights of Tenant shall remain in full force and effect during the term of the Lease so long as no Event of Default shall exist.

15. EVENTS OF DEFAULT. In addition to any other event specified in this Lease as an event of default, the occurrence of any one or more of the following events during the Term (each, an "**Event of Default**") shall constitute a breach of this Lease by Tenant and Landlord may exercise the rights set forth hereinafter or as otherwise provided at law or in equity:

A. Landlord shall not have actually received any sum payable hereunder when due; or

B. A Tenant Party fails to perform or violates any of the other covenants, terms or conditions of this Lease to be performed by Tenant (other than any monetary default), and, unless expressly provided elsewhere in this Lease that Tenant shall have no or lesser notice and/or opportunity to cure such default, such default shall continue for five (5) days after written notice thereof from Landlord to Tenant; or

C. Tenant or any guarantor of Tenant's obligations hereunder files a voluntary petition in bankruptcy or is adjudicated a bankrupt or becomes insolvent within the meaning of the United States Bankruptcy Code, as amended, or files any petition or answer seeking reorganization or similar relief under any bankruptcy or other applicable law, or seeks or consents to the appointment of a receiver or other custodian for any substantial part of Tenant's properties or any part of the Premises; or

D. Any portion of the Premises shall be effectively vacated or abandoned by Tenant or Tenant fails to continuously operate from the Premises; or

E. A mechanic's or any other lien is filed against the Premises or the Property arising out of any work performed by or on behalf of Tenant and Tenant fails to discharge such lien within thirty (30) days after the filing thereof.

16. **LANDLORD'S REMEDIES.**

A. **Alternative Remedies.** Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies without notice or demand whatsoever, in addition to, or in lieu of, any remedies available to Landlord under the laws of the state of Texas:

(1) Landlord may give Tenant written notice of its election to terminate but not forfeit this Lease, whereupon Tenant's right to possession of the Premises shall cease on the day specified therein, and this Lease, except as to Tenant's liability determined hereinafter, shall be terminated;

(2) Landlord and its agents may immediately re-enter and take possession of the Premises, or any part thereof, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise and may repossess same and expel Tenant and remove its effects without being deemed guilty in any manner of trespass, and without prejudice to any remedies for arrears of rent or Tenant's breach of covenants or conditions;

(3) If Landlord elects to re-enter as provided herein, or if Landlord takes possession pursuant to legal proceedings or otherwise, Landlord may, without terminating this Lease, relet the Premises or any part thereof in Landlord's or Tenant's name and at Tenant's sole cost, but for Tenant's account, for such terms and on such conditions as Landlord, in its sole discretion, may determine, and, whether or not Landlord elects to terminate this Lease, Landlord may collect and receive the rents thereof without affecting Tenant's liability hereunder. Landlord shall have no obligation to relet the Premises and shall not be liable for failure to relet the Premises or, upon any such reletting, for failure to collect any rent due upon such reletting, and no such failure shall affect Tenant's liability under this Lease. If the Premises, or any part thereof, shall be relet together with other space in the Property, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned. Tenant shall not be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Lease. Landlord's re-entry or repossession of the Premises shall not be construed as a termination of the Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically states. Landlord reserves the right following any such re-entry and/or reletting to terminate this Lease by giving Tenant written notice thereof; and

(4) Landlord may enter upon the Premises by use of a master key or other peaceable means, and change, alter, and/or modify the door locks on all entry doors of the Premises, thereby excluding Tenant, and its agents, employees, representatives and invitees therefrom without being liable for prosecution or any claim of constructive eviction or for damages of any kind, and such re-entry shall not release Tenant, in whole or in part, from Tenant's obligations under this Lease. In the event that Landlord has either terminated Tenant's right of possession or terminated this Lease by reason of Tenant's default, Landlord shall not thereafter be obligated to provide Tenant with a key to the Premises at any time, regardless of any amounts subsequently paid by Tenant; provided, however, at Landlord's option during Landlord's normal business hours and at the convenience of Landlord, and upon receipt of written request from Tenant accompanied by such written waivers and releases for damage to Tenant's property and business as Landlord may require, Landlord may either (i) escort Tenant to the Premises to retrieve any personal effects or other property of Tenant, or its employees not subject to the Landlord's Liens described hereinafter, or (ii) obtain a list from Tenant of its personal effects which are not covered by said Landlord's Lien, whereupon Landlord shall remove such property and make the same available to Tenant at a time and place designated by Landlord. However, no such property shall be removed from the Premises until such time as Tenant furnishes to Landlord documentary evidence satisfactory to Landlord that

such property is not subject to said Landlord's Lien. Also, Tenant shall pay to Landlord upon demand all moving, remodeling, brokerage, and/or storage charges theretofore incurred by Landlord with respect to such property. If Landlord elects to exclude Tenant from the Premises without permanently repossessing the Premises or terminating this Lease, then Landlord shall not be obligated to provide Tenant a key to reenter the Premises until such time as all delinquent Base Rent and Additional Rent due under this Lease have been paid in full and all other defaults, if any, have been completely cured to Landlord's satisfaction and Landlord has been given assurance reasonably satisfactory to Landlord evidencing Tenant's ability to satisfy its remaining obligations under this Lease.

B. **Re-entry.** Tenant waives the service of any notice of intention by Landlord to re-enter or to institute legal proceedings to that end which may otherwise be required under law. Tenant, on its own behalf and on behalf of all persons claiming through Tenant, including all creditors, further waives any rights which Tenant and all such persons might otherwise have under any law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Lease, after (i) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Landlord, or (iii) any expiration or termination of this Lease and the Term, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The words "re-enter", "re-entry" and "re-entered" as used herein shall not be restricted to their technical legal meanings. Upon a breach or threatened breach by Tenant, or any persons claiming through Tenant, of any term, covenant or condition of this Lease to be performed by Tenant, Landlord may enjoin such breach and invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Lease for such breach.

C. **Rent.** Even though an Event of Default has occurred, this Lease shall continue in effect and Landlord may terminate Tenant's right to possession, and enforce its rights and remedies hereunder, including, without limitation (i) recovering Base Rent and any Additional Rent as it becomes due hereunder, (ii) engaging in acts of maintenance or preservation or efforts to relet the Premises or (iii) appointing a receiver upon the initiative of Landlord to protect Landlord's interest under this Lease. If Tenant fails to perform any act or make any payment required of Tenant hereunder (other than monthly Base Rent), Landlord may, without waiving Tenant's performance of its obligations hereunder, make such payment or perform such act on Tenant's behalf. All costs incurred by Landlord in taking such action shall be deemed Additional Rent and shall be paid to Landlord on demand. Tenant shall reimburse Landlord for all expenses incurred by Landlord (including attorneys' fees and disbursements), by reason of any failure to perform or violation by any Tenant Party of any covenant or provision of this Lease. In addition, all amounts payable hereunder which remain unpaid for five (5) days after their respective due dates shall bear interest from the date that the same became due and payable through and including the date of payment, whether or not demand is made therefor, at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum legal interest rate allowed by the state in which the Property is located.

17. **LANDLORD'S LIEN AND SECURITY INTEREST.** To secure the payment of all rent that may become due to Landlord under the terms of this Lease, Tenant grants to Landlord an express, valid, preference security interest upon all the goods, wares, merchandise, furniture, fixtures, machinery, equipment and all other personal property of Tenant in the Premises or that may be placed or kept therein during the Term, and this express security interest shall not be construed as a waiver of the statutory Landlord's lien, but is cumulative thereof and in addition thereto. This Lease is a security agreement under the Uniform Commercial Code of the State of Texas which shall secure the security interest of Landlord herein retained which shall at all times be a valid lien for all Rent and other sums of money becoming due hereunder from Tenant, upon all goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated on the Premises and the proceeds therefrom. Tenant's personal property will not be subject to any lien for the benefit of a third party and such property shall not be removed from the Premises without the consent of Landlord until all arrearages in Rent, as well as any and all other sums of money then due to Landlord hereunder, shall first have been paid and discharged. Tenant shall execute and deliver to Landlord any instrument (including a UCC-1 or other form of financing statement) necessary or desirable to carry out the terms of this paragraph. Tenant authorizes Landlord

to file on behalf of Tenant with or without signature any financing statement(s) necessary or desirable to evidence the security interest under this Lease. Upon the occurrence of an Event of Default by Tenant as defined in this Lease, Landlord shall have the option, in addition to any other remedies provided herein or by law, (i) to enter upon the Premises without the permission of Tenant and take possession of any and all goods, wares, equipment, fixtures, furniture and all other personal property of Tenant situated on the Premises without demand or legal process and without liability for trespass or conversion, (ii) to sell or otherwise dispose of the same with or without taking possession at private or public sale in accordance with law, with or without having such property at the sale, and (iii) to apply the proceeds therefrom, less any and all expenses in connection with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Any surplus shall be paid to Tenant, and Tenant agrees to promptly pay any deficiency. Landlord may also enforce the lien hereby granted in any other manner provided by law and may exercise all rights and remedies granted by law.

18. **HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or other termination of the Term, then, at Landlord's option, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant only, at a monthly rental equal to two (2) times the Base Rent payable hereunder during the last month of the Term. Tenant shall also pay all Additional Rent payable under this Lease, prorated for each month during which Tenant remains in possession. Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, losses and liabilities for all costs and damages incurred by Landlord resulting from failure to surrender possession upon the Expiration Date or sooner termination of the Term, and such obligations shall survive the expiration or sooner termination of this Lease.

19. **NOTICES.** All notices given hereunder (each, a "Notice") shall be in writing and delivered to Landlord's Notice Address or Tenant's Notice Address, as applicable, by one or more of the following methods, (i) given by certified or registered mail, postage prepaid, return receipt requested, and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, (ii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier, (iii) given by personal delivery and shall be deemed given upon receipt by the notified party, or (iv) given by confirmed telefax and shall be deemed given on the date of the telefax, so long as the confirmation reflects a time before 5:00 o'clock p.m. Houston time and on the next business day if the confirmation reflects transmission after 5:00 o'clock p.m. Houston time (in both cases reference to 5:00 o'clock p.m. Houston time shall be to the time of the notified party). Either party may designate a different notice address at any time and any Notice given hereunder shall be effective if delivered by either party in accordance with this Section.

20. **BROKERS.** Tenant represents to Landlord that it has dealt with no broker in connection with the negotiation and/or execution of this Lease other than Broker. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by Tenant of this representation and such obligations shall survive the expiration or sooner termination of this Lease.

21. **FORCE MAJEURE.** Any obligation of Landlord which is delayed or not performed due to acts of God, strike, riot, shortages of labor or materials, war, acts of terrorism, governmental laws or action, or lack thereof, inaction by any governmental authority with respect to the issuance of any licenses or permits necessary to perform an act of Landlord hereunder or any other causes of any kind whatsoever which are beyond Landlord's reasonable control (each, a "Force Majeure"), shall not constitute a default hereunder and shall be performed within a reasonable time after the end of such cause for delay or nonperformance.

22. **NO SETOFF, WAIVER.** All agreements, covenants and activities to be performed by Tenant hereunder shall be at Tenant's expense and without any abatement of Rent. Tenant shall not be entitled to any setoff, offset or abatement of any Rent due Landlord hereunder if Landlord fails to perform its obligations hereunder. Notwithstanding any term or provision to the contrary in this Lease, in no event shall Landlord, any holder of a Mortgage and/or lessor under any underlying ground lease be responsible for or liable for any

consequential, indirect, or punitive damages incurred by Tenant resulting from a default by Landlord under this Lease, any and all claims for such damages hereby **WAIVED** by Tenant.

23. LIMITATION OF LANDLORD LIABILITY.

A. **Transfer of the Property.** The term “**Landlord**” as used herein shall mean only the owner of the Property. Upon a transfer of title to or lease of the Property, the transferor shall be relieved of all covenants and obligations of Landlord hereunder arising after the date of transfer and Tenant shall look solely to the successor in interest of the transferor as Landlord hereunder and it shall be deemed and construed that such transferee has assumed and agreed to carry out all of such covenants and obligations of Landlord hereunder, and, further, the transferor shall be deemed entirely freed of all obligations of Landlord hereunder arising prior to the date of transfer to the extent of an actual assumption by the transferee. Tenant agrees to attorn to the transferee or assignee, such attornment to be self-operative.

B. **Actions of Tenant.** In no event shall Landlord be liable to Tenant for any failure of other tenants in the Property to operate their businesses, or for any loss or damage caused by the acts or omissions of other tenants.

C. **No Personal, Partnership or Corporate Liability.** Notwithstanding anything to the contrary contained herein, neither Landlord, nor any general or limited partner in or of Landlord, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of Landlord, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Landlord, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease and, if Landlord is in breach with respect to its obligations, Tenant shall look solely to Landlord's interest in the Property for satisfaction of Tenant's remedies.

24. ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS. Tenant shall deliver within ten (10) days after Landlord's written request therefor, (i) a certificate to the party designated in such request, in the form of **Exhibit E**, certifying that this Lease is unmodified and in full force and effect (or stating any modifications then in effect), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Base Rent and Additional Rent have been paid, and as to any other information reasonably requested, (ii) Tenant's most recent federal income tax return, and (iii) Tenant's most current financial statements, including a prior year profit and loss statement, a statement of gross sales attributable to the Premises for the prior year, a year-to-date profit and loss statement, and a current balance sheet, each prepared in accordance with generally accepted accounting principles consistently applied, and certified to be true and correct by an officer or director of Tenant. Tenant shall not be required to deliver such financial statements more than one (1) time per calendar year, unless required by Landlord's mortgagee or incidental to any proposed sale of the Property or any portion thereof. Tenant shall cause Guarantor, if any, to deliver within ten (10) days after Landlord's written request, estoppels and/or financial statements required under the Continuing Personal Lease Guaranty executed by the Guarantor.

25. MISCELLANEOUS.

A. **Non-Waiver.** Landlord's failure to exercise its rights with respect to a breach of any term, covenant or condition contained herein shall not be a waiver by Landlord of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition contained herein.

B. **Non-Merger.** The voluntary or other surrender of possession of the Premises by Tenant, or a mutual cancellation of this Lease, shall not result in a merger of Landlord's and Tenant's estates, and shall, at Landlord's option, either terminate any existing subleases or subtenancies, or operate as an assignment to Landlord of any such subleases or subtenancies.

C. **Attorney's Fees.** If either party brings an action against the other, the prevailing party may recover court costs and attorneys' fees and disbursements (whether at the administrative, trial or appellate levels) in such amount as the court or administrative body deems reasonable. Landlord shall also be entitled to recover attorneys' fees and disbursements incurred in connection with an Event of Default hereunder which does not result in the commencement of any action or proceeding.

D. **Authorization.** Each individual executing this Lease on behalf of Tenant represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of Tenant and that this Lease is binding upon Tenant in accordance with its terms. If this Lease is executed by more than one tenant, Tenant's obligations hereunder shall be the joint and several obligations of each tenant executing this Lease. Nothing contained herein shall create any relationship between the parties hereto other than that of landlord and tenant, and Landlord shall not be deemed to be a partner or a joint venturer of Tenant in the conduct of its business.

E. **No Representation.** Tenant acknowledges that it has not relied on any representations or agreements except those expressed herein, and that this Lease contains the entire agreement of the parties. Landlord's duties and warranties are limited to those expressly stated in this Lease and shall not include any implied duties or any implied warranties (including, without limitation, any implied warranty of suitability of the Premises or the Property), whether now or in the future. **Except as expressly contained herein, neither Landlord nor Landlord's agent have made representations, warranties or promises with respect to the Premises, the Property or this Lease.**

F. **Modification.** No modification of this Lease shall be binding or valid unless in writing and executed and delivered by both parties and Tenant shall not record this Lease or a memorandum hereof without Landlord's prior written consent.

G. **Binding Effect.** Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

H. **Effective Date.** The submission of this document for review does not constitute an option, offer or agreement to lease space. This document shall be effective only upon Landlord's and Tenant's execution and Landlord's delivery of same to Tenant. Except as expressly contained herein, neither Landlord nor Landlord's agent have made representations, warranties or promises with respect to the Premises, the Property or this Lease.

I. **Representation by Counsel.** Landlord and Tenant each acknowledge that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. Any rule of construction that this Lease should be construed against Landlord is waived.

J. **Remedies.** Any remedy or election given to Landlord pursuant to any provision in this Lease shall be cumulative with all other remedies at law or in equity unless otherwise specifically provided herein.

K. **Applicable Law.** This Lease shall be construed in accordance with the laws of the State of Texas.

L. **Time of the Essence.** Where Tenant is required by this Lease to pay any sum of money or to do any act within an indicated period or by a particular date, it is understood that time is of the essence.

M. **Invalidity.** If any term or provision of this Lease shall, to any extent, be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms and provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

N. **Waiver of Tenant's Rights and Benefits under Section 93.012, Texas Property Code.** Landlord and Tenant are knowledgeable and experienced in commercial transactions and agree that the provisions of this Lease for determining charges, amounts, and additional rent payable by Tenant are commercially reasonable and valid even though such methods may not state a precise mathematical formula for determining such charges. Accordingly, Tenant waives all rights and remedies of a tenant under Section 93.012, Texas Property Code (i.e., the codification of H.B. 2186, 77th Texas Legislature) as such section relates solely to the computation of charges that are permitted under this Lease and shall rely instead and exclusively on the remedies that provided to Tenant under this Lease with regard to such matter.

O. **Confidentiality.** Tenant hereby agrees not to disclose the terms and provisions of this Lease or any amendment of this Lease to anyone other than Tenant's attorneys, accountants, officers and directors. This restriction on disclosure shall survive the termination of the Lease.

26. **Jury Trial. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.**

27. **Guaranty.** Contemporaneously with its delivery of the executed Lease to Landlord, Tenant shall deliver to Landlord a guaranty of this Lease by John R. Newell in the form of **Exhibit G**, attached, dated and effective the same date as this Lease.

28. **Other Provisions.** This Lease is subject to the additional provisions attached hereto as **Exhibits A, A-1, A-2, B, C, D, E, F, G, H and I**, which shall be construed as if incorporated in the body of the Lease.

29. **Security Deposit.** The Security Deposit shall be held by Landlord as a non-interest bearing Security Deposit for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit shall not be considered an advance payment of rents or a measure of Landlord's damages in case of default of Tenant. Upon the occurrence of any event of default of Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such Security Deposit to the extent necessary to make good any arrears of rent and any other damage, injury, expense or liability caused to Landlord by such event of default. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant shall default under this Lease more than twice in any twelve (12) month period, regardless of whether such default is cured, then the Security Deposit shall, within ten (10) days after demand by Landlord, be increased by Tenant to an amount equal to the greater of: (i) two (2) times the aforesaid amount; or (ii) two (2) months' Base Rent. If Tenant is not in default hereunder at the expiration or earlier termination of the Lease Term and if, after inspection by Landlord it is determined that Tenant has left the Premises in the manner prescribed herein, any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within thirty (30) days of termination of this Lease.

In the event of a sale of the land and building or leasing of the building of which the Premises forms a part, Landlord shall have the right to transfer said Security Deposit to the subsequent landlord, and Landlord shall thereupon be released by Tenant from all liability for the return of such Security Deposit for which Tenant agrees to look solely to the new landlord. It is agreed that the provisions hereof shall apply to any transfer or assignment made of the Security Deposit to a new landlord. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Landlord nor its successors nor assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

30. **Relocation of the Premises.** Intentionally omitted.

31. **Prohibited Persons and Transactions.** Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

32. **Promotional Display Signs.** Landlord and Tenant acknowledge that the realization of the benefits of operating a first class retail shopping center are dependent, in part, upon Tenant conducting its business in all respects in a dignified manner consistent with high standards of store operations. Accordingly, notwithstanding any term or provision in this Lease to the contrary, Tenant covenants and agrees that during the Term of this Lease, as may be extended from time to time, neither Tenant, nor any employee, agent or contractor of Tenant, either directly or indirectly, shall utilize any balloon, banner, flag, pennant, portable or sign walker sign (each a "Promotional Display Sign") to advertise Tenant's business within a radius of one (1) mile of the boundary of the Shopping Center (the "**Protected Area**") without Landlord's prior written consent. The parties agree that the radius shall be measured as a straight line (i.e., "as the crow flies") from the point on the boundary of the Shopping Center nearest to the Promotional Display Sign to the Promotional Display Sign. This covenant is ancillary to the rights and privileges granted to Tenant in this Lease and is not intended by either party to restrain trade or competition or to restrict the sale of Tenant's merchandise, but applies only to the use by Tenant of a Promotional Display Sign within the Protected Area. Tenant acknowledges and affirms that the damages that Landlord would suffer in the event of Tenant's violation of this covenant would be extremely difficult and impractical to determine. Therefore, Tenant agrees that if Tenant or any employee, agent or contractor of Tenant violates this covenant, in addition to any other legal or equitable remedy available to Landlord, including, without limitation, injunctive relief and any other remedy available under this Lease, Tenant shall pay Landlord, as liquidated damages and not as a penalty, the sum of One Thousand and No/100 Dollars (\$1,000.00) per day for each day that such violation occurs. **TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING COVENANT IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO THIS LEASE, AND THAT, BUT FOR THE INCLUSION OF SUCH COVENANT, LANDLORD WOULD NOT LEASE THE PREMISES TO TENANT.**

33. **Renewal Option.** Subject to the condition that there shall not then exist an Event of Default by Tenant, Tenant shall have the option (the "**Renewal Option**") to renew the Term of this Lease for one (1) additional consecutive sixty (60) month term (the "**Renewal Term**"), commencing on the date immediately following the expiration of the original Term. The renewal of this Lease shall be subject to all the same terms, covenants and conditions of this Lease, except Base Rent payable by Tenant to Landlord during the Renewal Term shall be at the rate stated in Section 1A. Tenant agrees to accept the Premises during the Renewal Term in its "AS-IS" condition and Landlord shall not be obligated to make any alterations or install or modify any improvements therein, nor shall Landlord be obligated to (i) pay any leasing commissions to any broker representing Tenant in connection with such leasing, (ii) pay any Tenant improvement or similar allowance to Tenant. In order to exercise the Renewal Option, Tenant shall advise Landlord in writing of its intent to exercise the Renewal Option no later than twelve (12) months prior to the end of the original Term of this Lease. The renewal shall apply to all of the space in the Shopping Center that Tenant is then leasing from Landlord.

34. **Other Locations.** Landlord and Tenant acknowledge that the realization of the benefits of a percentage rent lease is dependent upon (i) Tenant's maximizing its gross sales, and that self-competition by Tenant is

inconsistent with the generation of maximum gross sales, and (ii) Tenant's general contribution to the promotion of customer traffic and commerce within the Shopping Center. Tenant further acknowledges that Landlord agreed to the annual Base Rent after giving consideration to the Percentage Rent rate and Breakpoint amount, and that self-competition by Tenant will deprive Landlord of its expectation and bargain. Accordingly, Tenant covenants and agrees that during the term of this Lease, neither Tenant, nor any guarantor of Tenant's obligations under this Lease, nor any person, firm, or corporation, directly or indirectly controlling, controlled by, or under common control with, Tenant (and also, if Tenant is a corporation, if any officer or director thereof, or any shareholder owning more than 10% of the outstanding stock thereof, or any parent, subsidiary or related or affiliated corporation) either directly or indirectly, or by means of any license or sublease, shall open any store or engage in any business similar to or in competition with Tenant's store or business in the Shopping Center, within a radius of one (1) mile of the boundary of the Shopping Center (the "**Trade Area**") without Landlord's prior written consent. The parties agree that the radius shall be measured as a straight line (i.e., "as the crow flies") from the point on the boundary of the Shopping Center nearest to the similar or competing store to the point on the boundary of the similar or competing store nearest to the Shopping Center. This covenant is ancillary to the rights and privileges granted to Tenant in this Lease and is not intended by either party to restrain trade or competition or to restrict the sale of Tenant's merchandise, but applies only to the operation by Tenant of a store or business within the Trade Area. This covenant does not apply to any store or business of Tenant existent as of the date hereof, provided the size, trade, name, nature and character of such business remains the same and is continuously operated at the same location. Landlord shall not be deemed to know of such similar or competing store or business until Tenant notifies Landlord in writing of such similar or competing store. Tenant acknowledges and affirms that the damages that Landlord would suffer in the event of Tenant's violation of this covenant would be extremely difficult and impractical to determine. Therefore, Tenant agrees that, in addition to any other legal or equitable remedy available to Landlord, including, without limitation, injunctive relief and any remedy available under this Lease, Landlord may enforce and protect the rights of Landlord under this covenant by including all gross sales generated by Tenant's other stores or other businesses within the Trade Area in calculating the Percentage Rent due under this Lease. Tenant shall be obligated to submit monthly sales statements and maintain records with respect to the sales and transactions of such other business establishment or establishments, and Landlord shall have the right to examine the same, just as though such sales and transactions had been made on, in or from the Premises. For purposes of this Section, any substantial increase in size or other substantial change in the type of business being carried on at any locations in existence as of the date of execution of this Lease, or change in location thereof to any other location within the area covered hereby shall be deemed to remove the exemption heretofore created for such location from the operations of the provisions of this Section.

35. **Outdoor Seating Area.** In consideration of the timely payment of Rent by Tenant and the performance of all other obligations set forth in this Lease to be performed by Tenant, and subject to Tenant's compliance with all applicable laws, Landlord grants to Tenant a temporary license to use that certain area adjacent to the Premises shown crosshatched (or otherwise identified) on **Exhibit A-2** (the "**Outdoor Seating Area**"). The Outdoor Seating Area shall be used solely as an outdoor seating area for Tenant's patrons and for no other use or purpose. Use of the Outdoor Seating Area is subject to the terms and conditions of this Lease including, without limitation, the Rules and Regulations referenced herein. Tenant, at its sole cost and expense, shall obtain all required permits and approvals for the use and operation of the Outside Seating Area. Tenant shall not place or install any furniture, fixtures and/or equipment, including, without limitation, tables, chairs, umbrellas, speakers, trash receptacles, lighting, fencing and/or planters (collectively the "**Outdoor FF&E**"), in or on the Outdoor Seating Area, or make any alterations to the Outdoor Seating Area, without Landlord's prior written consent. Any Outdoor FF&E that becomes damaged, discolored, worn, torn and/or faded shall be replaced by Tenant within ten (10) days of Landlord's written request. Tenant shall clean/bus any patio tables in or on the Outdoor Seating Area regularly and keep the Outdoor Seating Area neat, clean and free from litter, dirt, debris, and rubbish at all times at Tenant's expense. Tenant shall mitigate loud or raucous sounds which are produced by or emanate from broadcasting or amplifying devices located inside or outside of the Premises which can be heard outside of the Premises and abate loud or raucous sounds being produced by or emanating from

broadcasting or amplifying devices located inside or outside of the Premises which are the subject of complaints by other tenants of the Shopping Center or other nearby properties. If Tenant fails to keep the Outdoor Seating Area neat, clean, and in good order, or otherwise fails to comply with the terms and conditions of this provision, Landlord may, in addition to Landlord's other remedies provided pursuant to this Lease, terminate the license granted to Tenant under this Section upon five (5) days written notice and opportunity to cure to Tenant and/or, with or without notice to Tenant, cause the Outdoor Seating Area to be cleaned and any expense incurred by Landlord in so doing shall be reimbursed by Tenant to Landlord immediately upon written notice by Landlord. **NOTWITHSTANDING ANY TERM OR PROVISION IN THIS LEASE TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED AN INDEMNITEES' NEGLIGENCE OR WILLFUL MISCONDUCT, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ANY AND ALL DEMANDS, CAUSES OF ACTION, JUDGMENTS, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, LOSSES, DAMAGES, CLAIMS, OR LIABILITY FOR ANY DAMAGE TO ANY PROPERTY OR INJURY, ILLNESS OR DEATH OF ANY PERSON OCCURRING IN, ON OR ABOUT THE OUTDOOR SEATING AREA. THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE.**

36. **Exclusive Use.** So long as no Event of Default exists and is continuing and Tenant continuously operates its business in the Premises for the Permitted Use, Landlord shall not lease space in the Shopping Center to another tenant or occupant that will (A) use its premises in the Shopping Center primarily for the sale of (i) loafs of baked bread, or (ii) baked desserts, or (iii) casseroles; or (B) use the word "bakery" or "cafe" in its trade name used at the Shopping Center (the "**Exclusive Use**"). Notwithstanding any term or provision to the contrary herein, Tenant acknowledges and agrees that this provision and Tenant's Exclusive Use shall not apply in any way to (a) any tenant or other occupant leasing or occupying space in the Shopping Center under a lease or other agreement as of the Commencement Date, or to such tenants or occupants successors, assigns, or subtenants, (b) any other property owned by Landlord or an affiliate of Landlord other than the Shopping Center; or (c) any tenant or occupant leasing or occupying 5,000 square feet or more anywhere in the Shopping Center. As used in this Section, "primarily" shall mean more than thirty percent (30%) of such tenant's annual gross sales are derived from the sale of (i) loafs of baked bread, (ii) baked desserts, or (iii) casseroles, and (ii) "casseroles" shall mean only an entrée cooked slowly in an oven and then served in the dish in which it was cooked, said dish being a deep earthenware or glass baking dish with a cover; provided however, the term casseroles shall not include (A) any entrée containing pasta and/or macaroni, or (B) enchiladas of any kind. If Landlord enters into a lease in violation of Tenant's Exclusive Use, and the tenant or occupant thereunder actually commences business operations in the Shopping Center in violation of this Section and Tenant's Exclusive Use, Tenant must provide written notice thereof to Landlord (the "**Violation Notice**"). If the alleged violation of Tenant's Exclusive Use is cured within sixty (60) days of the date of Landlord's receipt of the Violation Notice (the "**Cure Period**"), then Tenant shall have no rights, remedies or causes of action against Landlord, all such rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly **WAIVED** by Tenant. If the alleged violation of Tenant's Exclusive Use is not cured within the Cure Period, then Tenant's sole and exclusive remedies, all other rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly **WAIVED** by Tenant, shall be to pay Base Rent reduced by fifty percent (50%) commencing on the date that the Cure Period expires and continuing until the earlier of (i) the date the tenant or occupant ceases operations in violation of the Exclusive Use, or (ii) the end of the twelfth (12th) calendar month after the expiration of the Cure Period (the "**Reduced Base Rent Period**"); provided however, CAM Payments and all other amounts payable by Tenant under this Lease shall not be reduced, and commencing on the first day following the expiration of the Reduced Base Rent Period, Base Rent shall be due and payable in full; provided further, however, that if the tenant or occupant continues its operations in violation of the Exclusive Use at the end of the Reduced Base Rent Period, Tenant may elect to terminate this Lease by delivering written notice of such termination to Landlord within thirty (30) days after the expiration of the Reduced Base Rent Period. Time is of the essence. If Tenant timely delivers such notice of termination in accordance herewith, this Lease shall terminate one hundred twenty (120) days after Landlord's receipt of the termination notice, Tenant shall surrender the Premises to Landlord

on or before the termination date in accordance with this Lease, and neither party shall have any further liability or obligation hereunder except as expressly stated to survive the termination of this Lease. Notwithstanding any term or provision in this Lease to the contrary, if Tenant fails to timely deliver the termination notice in accordance herewith, Tenant shall be deemed to have waived its Exclusive Use and its right to terminate this Lease, and all other rights provided to Tenant in this Section. Except as expressly set forth herein, no violation of the provisions of this Section or Tenant's Exclusive Use by Landlord shall alter, affect or modify any of the covenants, duties, or obligations of Tenant under this Lease, and Tenant shall remain obligated to comply with all of Tenant's covenants, duties and obligations hereunder, including, without limitation, the obligation to pay all Rent due and payable by Tenant to Landlord without abatement, reduction nor set-off.

37. **Renegade Tenant.** Notwithstanding any term or provision in this Lease to the contrary, Tenant shall have no rights, remedies or causes of action against Landlord, all such rights, remedies and causes of action, if any, at law and/or in equity, hereby expressly **WAIVED** by Tenant, for a violation of the Exclusive Use provision if another tenant or occupant in the Shopping Center violates a provision of its lease regarding its premises, which either does not permit or specifically prohibits such occupant from using its premises in violation of Tenant's Exclusive Use (a "Renegade Tenant"). In the case of a Renegade Tenant, Landlord agrees, within sixty (60) days after Landlord's receipt of written notice advising of such violation, to commence and diligently pursue, in good faith, the cure of the alleged violation of this Lease caused by a Renegade Tenant's violation of its lease. If not resolved within one hundred twenty (120) days, Landlord shall commence an action (or arbitration, if required by such lease) against such Renegade Tenant, and thereafter shall use good faith efforts to enforce its rights under such lease and to obtain Judicial Relief. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, or other court order, or order resulting from an arbitration proceeding, enjoining the lease violation; provided, however, Landlord shall not be required to appeal any adverse decision denying Judicial Relief.

[Signature page follows this page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the date(s) set forth below and this Lease shall be effective as of the latter of such dates and Landlord's delivery of same to Tenant.

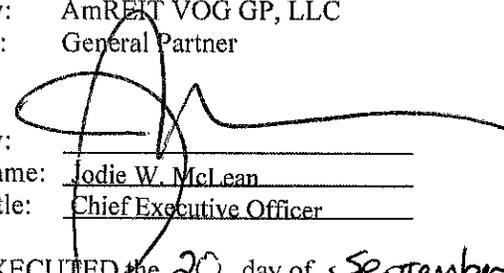
LANDLORD:

AMREIT VOG, LP,

a Texas limited partnership

By: AmREIT VOG GP, LLC

Its: General Partner

By: 

Name: Jodie W. McLean

Title: Chief Executive Officer

EXECUTED the 20 day of September, 2015.

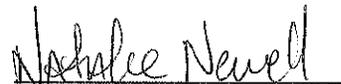
TENANT:

CAFÉ DIJON, LP,

a Texas limited partnership

By: CDGP, LLC

Its: General Partner

By: 

Name: Natalee Newell

Title: Vice President

EXECUTED the 1 day of September, 2015.

List of Exhibits:

Exhibit A – Legal Description

Exhibit A-1 – Site Plan of the Shopping Center Exhibit

A-2 – The Premises and Outdoor Seating Area Exhibit

B – Tenant Acceptance Letter

Exhibit C – Construction Requirements

Exhibit D – Rules and Regulations

Exhibit E – Estoppel Certificate

Exhibit F – Subordination, Non-Disturbance and Attornment Agreement

Exhibit G – Continuing Personal Lease Guaranty

Exhibit H – Landlord's Sign Criteria

Exhibit I – Existing Exclusives and Prohibited Uses

EXHIBIT "A"

TRACT I: A 2.806 ACRES, OR 122,213 SQAURE FOOT MORE OR LESS, TRACT OF LAND BEING ALL OF LOT 58, BLOCK 1, OF THE ALAMO CEMENT SUBDIVISION, UNIT 1H RECORDED IN VOLUME 9361, PAGE 30 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CF-VOG, LLC IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12747, PAGES 1215-1219 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, IN NEW CITY BLOCK 18035 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS. SAID 2.806 ACRE TRACT BEING THE SAME LAND DESCRIBED MORE PARTICULARLY BY MEETS AND BOUNDS IN EXHIBIT "A-1" ATTACHED HERETO AND MADE A PART HEREOF:

TRACT II: THAT CERTAIN PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER, ACROSS AND THROUGH, AND FOR THE USE AND ENJOYMENT OF ALL COMMON AREAS, SAID RIGHTS GRANTED AND AS DEFINED IN INSTRUMENT RECORDED ON AUGUST 15, 1986 IN VOLUME 3780, PAGE 2008, REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS

FIELD NOTES

FOR

A 2.806 acre, or 122,213 square foot more or less, tract of land being all of Lot 58, Block 1, of the Alamo Cement Subdivision, Unit 1H recorded in Volume 9361, Page 30 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to CF-VOG, LLC in Special Warranty Deed recorded in Volume 12747, Pages 1215-1219 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block 18035 of the City of San Antonio, Bexar County, Texas. Said 2.806 acre tract being more fully described as follows with bearings based on the North American Datum of 1983 (CORS 1996) from the Texas Coordinate System established for the South Central Zone and on the north line of said Lot 58 of said Alamo Cement Subdivision:

BEGINNING: At a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," the northeast corner of said Lot 58, the southeast corner of Lot 57, Block 1 of said Alamo Cement Subdivision, Unit 1H and a point in the west right of way line of Treeline Park, an 86 foot right of way recorded in Alamo Cement Subdivision, Unit 1D recorded in Volume 9518, Pages 214-217 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along and with the east line of said Lot 58 and the west right of way line of said Treeline Park the following calls and distances:

S $16^{\circ}07'02''$ W, a distance of 349.10 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," a point of curvature;

Southwesterly, along said curve to the left having a radius of 443.00 feet, a central angle of $11^{\circ}42'40''$, a chord bearing and distance of S $10^{\circ}15'41''$ W, 90.39 feet, for an arc length of 90.55 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson";

S $04^{\circ}24'21''$ W, a distance of 36.22 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," a point of curvature;

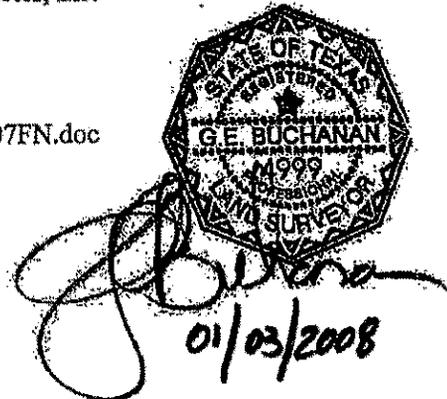
THENCE: Southwesterly, departing the west right of way line of said Treeline Park and along and with the northwest cutback line of Basse Road, a variable width right of way recorded in Volume 9524, Pages 165-166 of the Deed and Plat Records of Bexar County, Texas, said curve to the right having a radius of 15.00 feet, a central angle of $87^{\circ}34'38''$, chord bearing and distance of S $48^{\circ}12'21''$ W, 20.76 feet, for an arc length of 22.93 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," a point of reverse curvature;

Exhibit "A-1"
Page 2 of 2

2.806 Acre Tract
Job No. 9490-07
Page 2 of 2

- THENCE: Southwesterly, along and with the south line of said Lot 58 and the north right of way line of said Basse Road, along said curve to the left having a radius of 1370.00 feet, a central angle of $9^{\circ}44'51''$, a chord bearing and distance of S $87^{\circ}07'56''$ W, 232.79 feet, for an arc length of 233.07 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," the southwest corner of said Lot 58, a southeast corner of a 78.50 acre tract, recorded in Volume 7303, Pages 427-445 of the Official Public Records of Real Property of Bexar County, Texas, a point of non-tangent curvature;
- THENCE: Northeasterly, departing the north right of way line of said Basse Road, along and with the west line of said Lot 58 and an east line of said 78.50 acre tract, along said curve to the right having a radial bearing of N $87^{\circ}43'13''$ E, a radius of 693.00 feet, a central angle of $18^{\circ}23'49''$, a chord bearing and distance of N $06^{\circ}55'07''$ E, 221.56 feet, for an arc length of 222.51 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson";
- THENCE: N $16^{\circ}07'01''$ E, along and with the west line of said Lot 58 and an east line of said 78.50 acre tract, a distance of 271.76 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson," the northwest corner of said Lot 58, an east line of said 78.50 acre tract and the southwest corner of the aforementioned Lot 57;
- THENCE: Departing an east line of said 78.50 acre tract, along and with the north line of said Lot 58 and the south line of said Lot 57 the following calls and distances:
N $89^{\circ}49'02''$ E, a distance of 21.04 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson";
N $87^{\circ}07'48''$ E, a distance of 61.83 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson";
- THENCE: N $89^{\circ}26'50''$ E, a distance of 178.85 feet to the POINT OF BEGINNING and containing 2.806 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 3, 2008
JOB No.: 9490-07
DOC.ID: N:\Survey07\7-9500\9490-07\WORD\9490-07FN.doc



**PAPE-DAWSON
ENGINEERS**

EXHIBIT A-1 SHOPPING CENTER

Note: This Exhibit is attached to this Lease solely for the purpose of depicting the general layout of the Shopping Center and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Shopping Center or stores be exactly as indicated hereon.

EXHIBIT "A-1"

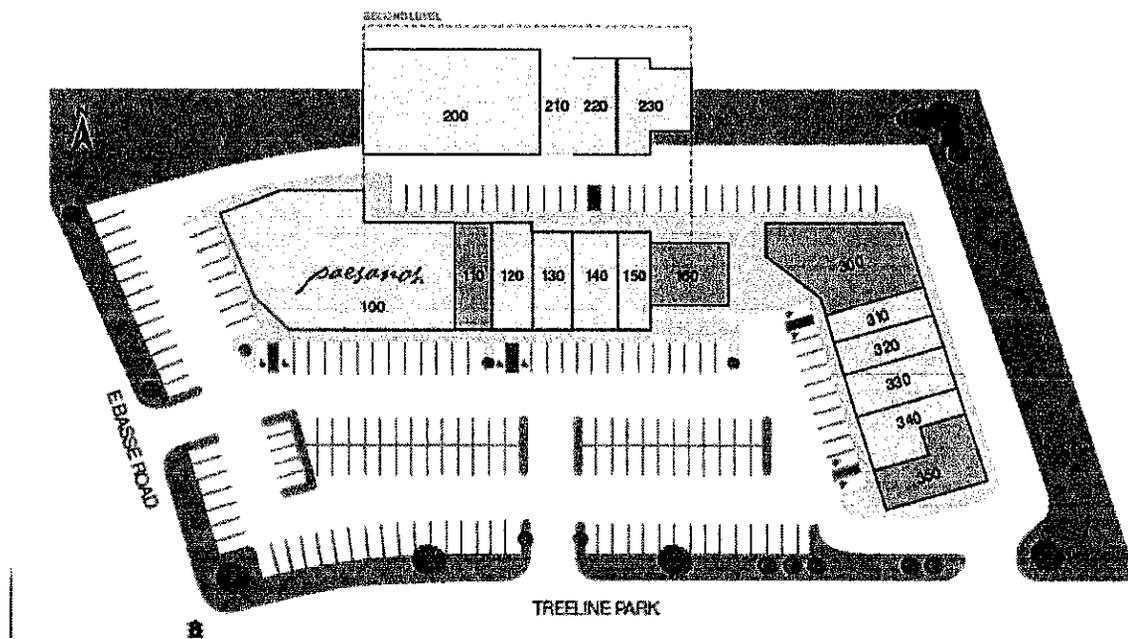


EXHIBIT A-2 THE PREMISES

Note: This Exhibit is attached to this Lease solely for the purpose of locating the Premises within the Shopping Center (and the Outdoor Seating Area) and shall not be deemed to be a representation, warranty or agreement by Landlord as to any information shown hereon or that the Shopping Center or stores be exactly as indicated hereon.

EXHIBIT "A-2"

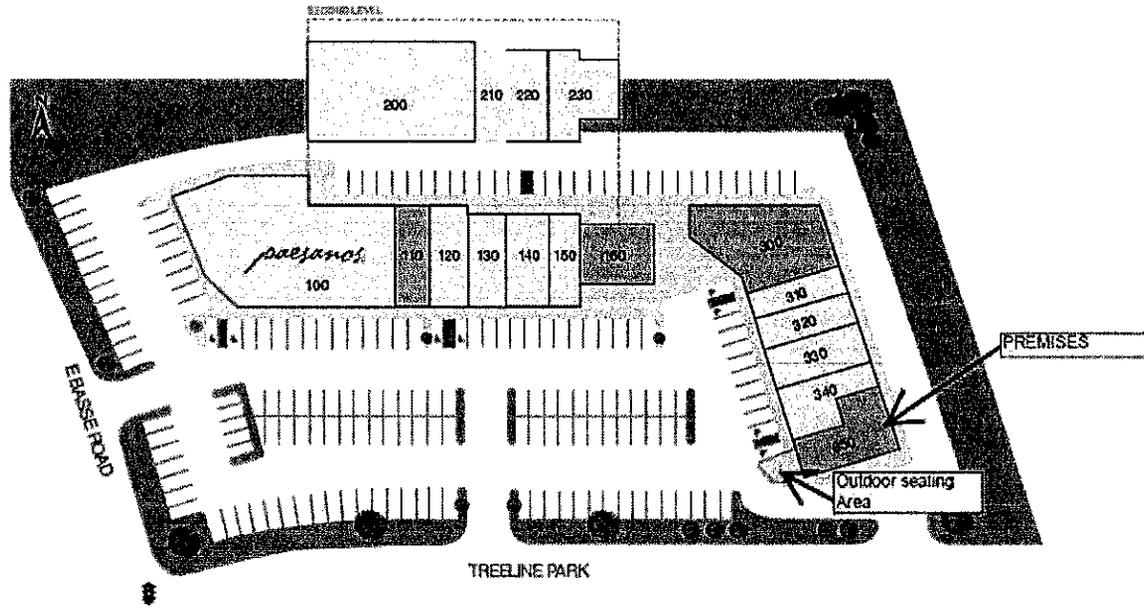


EXHIBIT B

TENANT ACCEPTANCE LETTER

AMREIT VOG, LP
c/o Edens
8 Greenway Plaza, Suite 1000
Houston, Texas 77046

Re: Lease (the "Lease") dated as of _____, 2015, between AmREIT VOG, LP, a Texas limited partnership ("Landlord") and Café Dijon, LP, a Texas limited partnership ("Tenant")

Premises: 1,701 square feet of retail space in the Village on the Green Shopping Center
555 East Basse Road, Suite _____, San Antonio, Texas

The undersigned, as Tenant, hereby confirms as of the ____ day of _____, 2015, the following:

1. Tenant took possession of the Premises on _____, 2015 and is currently occupying same.
2. The Commencement Date, Rent Commencement Date and Expiration Date, as each is defined in the Lease, are as follows:

Commencement Date: _____

Rent Commencement Date: _____

Expiration Date: _____

3. The obligation to commence the payment of rent commenced or will commence on _____, 2015.
4. As of the date hereof, Landlord has fulfilled all of its obligations under the Lease.
5. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above.
6. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

NOTICE: Tenant shall have five (5) days after the Commencement Date stated above to have the electricity service to the Premises switched from Landlord's name to Tenant's name.

Very truly yours,

CAFÉ DIJON, LP,
a Texas limited partnership
By: CDGP, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

EXHIBIT C

CONSTRUCTION REQUIREMENTS

ARTICLE I. CONSTRUCTION OF BUILDING AND OTHER IMPROVEMENTS

Intentionally Omitted.

ARTICLE II. GENERAL SPECIFICATIONS

A. All plans, diagrams, schedules, specifications and other data required to be furnished by Tenant (at Tenant's sole expense) under this Exhibit C must be submitted to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within thirty (30) calendar days after the execution of this Lease. Upon review, Landlord shall, in writing, accept or notify Tenant of its objections to said plans and specifications within ten (10) calendar days after receipt. Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time, or alternatively and at Landlord's sole option, Landlord may elect to immediately terminate this Lease by reason of such failure by giving written notice of such election to Tenant (whereupon Landlord shall have no further obligations to Tenant hereunder).

B. **Tenant shall secure Landlord's written approval of all designs, plans, specifications, contracts and contractors for work to be performed by Tenant before beginning the work** and shall secure all necessary licenses and permits to be used in performing the work. Tenant's contractor must carry applicable insurance acceptable to Landlord **and provide full-time project supervision**. Tenant shall submit one full size (24" x 36") set of plans and one set on computer disk for approval by Landlord. Landlord shall review and (i) approve in writing Tenant's proposed plans for its Initial Alterations to the Premises ("Tenant's Proposed Plans") within ten (10) days following Landlord's receipt of same or (ii) disapprove and, within the same ten (10) day period, provide Tenant with written notice of such disapproval, specifying, with reasonable particularity, the reason(s) for disapproval. If Landlord has disapproved of Tenant's Proposed Plans, Tenant shall revise Tenant's Proposed Plans accordingly and resubmit such revised plans and specifications to Landlord within seven (7) days following the date of Landlord's written notice of disapproval. Landlord shall then have seven (7) days following the date of Tenant's resubmission of the revised plans and specifications, to either (i) approve same in writing, or (ii) disapprove and, within the same seven (7) day period, provide Tenant with written notice of such disapproval, specifying, with reasonable particularity, the reason(s) for disapproval. Such procedure shall be repeated with respect to any revisions to Tenant's Proposed Plans until the plans and specifications for Tenant's Work are approved. Once approved, the plans and specifications shall not be modified or amended without the prior written consent of Landlord. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall be a condition to any reimbursement hereinafter provided. Landlord's approval of Tenant's plans and specifications shall not be a representation or warranty of Landlord that such plans and specifications are adequate for any use or comply with any applicable law or restrictive covenant affecting the Shopping Center or any part thereof, but shall merely be the consent of Landlord thereto. Tenant shall, at Landlord's request, sign Tenant's plans and specifications to evidence its review and approval thereof.

C. As soon as said plans and specifications have been approved by Landlord, Tenant shall commence construction (and shall be required to diligently pursue said construction) no later than thirty-five (35) calendar days after the date upon which Landlord approves Tenant's plans and specifications. If Tenant has not commenced construction within said time period, or if Tenant has not completed construction of such improvements within one hundred twenty (120) calendar days after the date upon which Tenant's plans and specifications have been approved by Landlord, then same shall be an Event of Default and in either such event, Tenant shall forfeit all prepaid rent and security deposits made under this Lease.

ARTICLE III. DESCRIPTION OF LANDLORD'S SHELL WORK – None. Tenant accepts in its “AS-IS” condition.

ARTICLE IV. DESCRIPTION OF “LANDLORD’S WORK” AS PROVIDED TO THE PREMISES –

Tenant accepts in its “AS-IS” condition save and except that Landlord shall (i) install one (1) single rear/back door in the Premises, (ii) clean the existing grease trap and stub up the same in the Premises, and (iii) install three (3) new Lenox manufactured five (5) ton rooftop HVAC units with curb adapters, if necessary. Notwithstanding the foregoing, Landlord’s Work shall not include any electrical, plumbing or startup work with respect to the HVAC units.

ARTICLE V. DESCRIPTION OF TENANT’S WORK

- A. Signs: Tenant shall pay for all signs and the installation thereof, subject to the provisions of Paragraph 6E of the Lease.
- B. Utilities: Gas and electric meters or other measuring devices in connection with said utility services shall be provided by Tenant. All service deposits for gas and electric service shall be made at Tenant’s expense.
- C. Storefront: Tenant shall be responsible for the storefront, exterior doors and weatherproofing.
- D. Interior Work: The Work to be done by Tenant shall include, but not limited to, the purchase and/or installation and/or performance of the following:
 - 1. Electrical panel, wiring, and fixtures. Tenant shall paint all new conduits and equipment on the exterior wall to match existing wall color. Consult with Landlord on color before proceeding.
 - 2. Interior partitions including finishing, electrical wiring, and connections within the Premises.
 - 3. Light covers and special hung and furred ceilings.
 - 4. Interior painting.
 - 5. Store fixtures and furnishings.
 - 6. Display window enclosure.
 - 7. Plumbing fixtures within the Premises.
 - 8. Ceiling to include insulation R-19 installed no lower than the storefront glass.
 - 9. Any and all necessary HVAC work save and except as expressly provided above in item (iii) of Landlord’s Work. For avoidance of doubt, Tenant’s Work shall include any and all electrical, plumbing and startup work with respect to the HVAC units.
 - 10. Floor coverings.
- E. All work undertaken by Tenant shall be Tenant's expense and shall not damage the building or any part thereof. Any roof penetration shall be sealed by Landlord's approved roofer and shall be performed only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans to include materials acceptable to Landlord and to include roof top curbs to spread the weight of the equipment being installed in order to prevent damage to the roof. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work) as required by Landlord.
- F. All of Tenant's work to the Premises made by Tenant shall be in good and workmanlike manner and shall be in conformity with the applicable building code or other applicable governmental requirements of the city in which the Shopping Center was built.

G. Upon completion of the Initial Alterations to the Premises, Tenant shall furnish to Landlord all of the following prior the reimbursement of the Tenant Improvement Allowance:

1. A Certificate of Occupancy issued by the municipality in which the Premises are located or other evidence satisfactory to Landlord that such improvements have been approved by such municipality;
2. A notarized affidavit executed by Tenant or its authorized representative, stating that all work and materials performed or used in connection with the Initial Alterations to the Premises have been paid for by Tenant;
3. True and correct original releases or waivers of lien executed and notarized from general contractor and all sub-contractors;
4. Evidence of all costs of construction of the Initial Alterations to the Premises.
5. Certificate from Landlord's roofing contractor for all roof work performed;
6. Tenant's executed Tenant Acceptance Letter establishing, among other things, Rent Commencement Date;
7. Tenants Certificate of Insurance as required by the Lease (please coordinate with Property Manager);
8. Tenant's As Built plans;
9. Tenant has opened for business in the entire Premises and has paid the first month's rent.
10. Evidence of Texas Accessibility Standards Compliance within 60 days of construction completion.

Upon receipt and approval of documentation set forth in subsections 1 through 10 above, completion of all Initial Alterations to Landlord's satisfaction, and commencement of business in the Premises, Landlord shall reimburse Tenant within thirty (30) working days after Landlord's approval of said documentation in the amount of the lesser of (i) the Tenant Improvement Allowance specified in the Lease for Tenant's Initial Alterations, or (ii) the actual cost of construction of the Initial Alterations to the Premises paid by Tenant. The Tenant Improvement Allowance may not be used to reimburse Tenant for furniture, removable trade fixtures, signs, or equipment. Contractors' fees in an amount not to exceed ten percent (10%) of such contract price may be included in the Tenant Improvement Allowance but Tenant shall be solely responsible for paying any contractors' fees in excess of ten percent (10%) of the contract price.

If Tenant fails to request reimbursement of the Tenant Improvement Allowance within one hundred eighty (180) days of receiving its certificate of occupancy for the Premises, then Tenant's right to seek reimbursement thereof shall be deemed void and of no force or effect.

EXHIBIT D

RULES AND REGULATIONS

I. Operations by Tenant

A. The term “**Tenant**” as used in this *Exhibit D* shall include, where appropriate, Tenant’s employees, agents, licensees, contractors, concessionaires and subtenants. In regard to use and occupancy of the Premises, Tenant shall at its expense:

1. Replace promptly any cracked or broken glass of the Premises with glass of like grade and quality;
2. Have any garbage, trash, rubbish and refuse removed from the Premises daily, and shall not burn any trash or garbage of any kind;
3. Light the show windows of the Premises and exterior signs during all hours of darkness;
4. Conduct its business, so long as it operates its business, in a manner consist with other first-class retail stores;
5. Devote the maximum possible floor area of the Premises to selling and display space, and shall not use any portion of the Premises for storage or other services, including, but not limited to, business offices, except as is necessary for its operations in the Premises;
6. Shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of Tenant’s business in the Premises;
7. Shall use the Shopping Center name in a manner approved in writing by Landlord, in referring to the location of the Premises in all newspaper, radio, television or other advertising. However, Landlord will not be responsible for monitoring the contents of any advertising with respect to any laws or requirements of any authority for content of advertisement;
8. Shall not obstruct sidewalks, doorways, vestibules, halls, stairways and other similar areas for purpose other than ingress and egress to and from the Premises and for going from one to another part of the Shopping Center;
9. Agrees not to install any exterior lighting, outside aerials, amplifiers or similar devices not to use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing lights, search lights, loud speakers, phonographs or radio broadcasts;
10. Shall not perform any act or carry on any practice which may damage, mar or deface the Premises or any other part of the Shopping Center;
11. Shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance, disturb the quiet enjoyment of any person, or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, employees, agents, licensees, concessionaires, subtenants, or invitees in the Shopping Center. Without limiting the generality of the foregoing, it is agreed that Tenant shall pay any extra expense incurred by Landlord in eliminating such vibration, light, odor, loud noise or nuisance;
12. Shall maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass), and adjoining sidewalks or service areas in a clean, orderly and sanitary condition and shall cause the Premises to be treated for and free of insects, rodents, vermin and other pests;
13. Shall provide its own locks and keys for doors into the Premises at the time of acceptance of the Premises. No keys will be retained or furnished by Landlord after acceptance of the Premises;
14. Shall exercise reasonable precautions in the protection of its personal property from loss or damage by keeping doors to any unattended areas locked. Tenant shall also report any thefts or losses to the property manager, if any, as soon as reasonably possible after discovery;

15. No portion of the Premises shall at any time be used for sleeping or lodging quarters. No animals or pets of any type, with the exception of guide dogs accompanying visually handicapped persons, shall be brought into or kept in, on or about the Premises; and
 16. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant.
- B. In regard to the use of the Common Area, Tenant shall not:
1. Place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area, or any other Common Area;
 2. Use or permit the use of loudspeakers, phonographs, public address systems, sound amplifiers, radios or televisions outside its Premises or that are in any manner audible or visible outside the Premises;
 3. Permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises;
 4. Cause or permit objectionable odors to emanate or be dispelled from the Premises;
 5. Solicit business in the parking area or any other Common Area;
 6. Distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other Common Area;
 7. Permit the parking of vehicles so as to unreasonably interfere with the use of any driveway, corridor, footwalk, parking area or other Common Areas;
 8. Receive or ship articles of any kind outside the loading areas approved by Landlord;
 9. Use the walkway, corridor or any other Common Area adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking or for the use or storage of any shopping carts;
 10. Conduct or permit to be conducted any auction, fire, going out of business, bankruptcy or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales);
 11. Place a load upon any floor that exceeds the floor load that the floor was designed to carry;
 12. Operate its heating or air conditioning in a manner that drains heat or air conditioning from the premises of any other tenant or other occupant of the Shopping Center; or
 13. Sell, distribute, display or offer for sale:
 - (a) Any paraphernalia commonly used in the use or ingestion of illicit drugs; or
 - (b) Any pornographic or lewd newspaper, book, magazine, film, picture, representation or merchandise of any kind.

II. Common Area

A. **Employee Parking:** Tenant shall require its employees and licensees to park only in the areas designated from time to time by Landlord as employee parking. Tenant shall at all times furnish Landlord with an up-to-date list of vehicle license plate numbers of all of its employees and licensees. All vehicles found by Landlord not to be parked in the designated locations shall be subject to towage at Tenant's expense. No vehicles, unless specifically approved by Landlord, will be permitted to park on the Common Area overnight or during the hours the Shopping Center is not open other than employees or licensees coming to or leaving work at the Premises.

B. **Deliveries:** Tenant shall require all delivery vehicles making delivery to the Premises to use the area approved by Landlord.

C. **Fire Lane:** The front drive adjacent to the front of the Shopping Center is a Fire Lane. No vehicles shall be permitted to park, stop or drop off in the Fire Lane Area.

D. Traffic Signs and Markings: Tenant shall obey and use its best efforts to cause its employees and licensees to obey all traffic signs and markings in the Common Area and use only the designated access drives to the Common Area. All vehicles shall be driven in a slow and safe manner to a maximum of fifteen (15) miles per hour.

E. Trucks: No trucks, other than two-axle pickups and vans will be permitted on the front parking area of the Common Area for any purpose whatsoever. Tenant shall use its best efforts to enforce this restriction relative to its employees and licensees and, with respect to its invitees, notify them of the restriction and report any violation to Landlord. All vehicles in violation of this restriction shall be subject to towage at owner's expense and liable for any damages to the parking lot area. Landlord shall reserve the right to install height restriction bars at all access points to the front parking area of the Common Area if in Landlord's opinion, violations of this restriction are sufficient to render damage or potential damage to the front parking area of the Common Area. The cost of such height restriction bars shall be part of CAM Expenses.

NOTE: LANDLORD RESERVES THE RIGHT TO ADOPT OTHER REASONABLE RULES AND REGULATIONS AND TO AMEND OR SUPPLEMENT THE SAME AT LANDLORD'S DISCRETION. NOTICE OF SUCH RULES, REGULATIONS, AMENDMENTS, AND SUPPLEMENTS SHALL BE GIVEN TO TENANT AND TENANT SHALL COMPLY.

EXHIBIT E
ESTOPPEL CERTIFICATE

This Estoppel Certificate is executed by Tenant pursuant to Section 24 of the Lease.

1. DEFINITIONS. In this certificate the following terms have the meanings given to them:
 - (a) Landlord/Landlord Notice Address:
 - (b) Tenant/Tenant Notice Address:
 - (c) Lease: Retail Lease dated the ____ day of _____, _____, between Landlord and Tenant.
 - (d) Premises: _____ Shopping Center, located at _____.
 - (e) Property Legal Description - See **Exhibit A** attached.
2. The Rent Commencement Date of the Lease is _____, _____, and the Expiration Date is _____.
3. The Rentable Square Feet of the Premises is _____ square feet.
4. Tenant's Pro Rata Share for allocation of expenses of the Shopping Center to the Premises is stipulated to be ____ percent.
5. Tenant has accepted possession of the Premises as provided in the Lease.
6. Any Improvements required to be furnished by the Landlord in accordance with the Lease have been furnished to the satisfaction of Tenant (subject to any corrective work or punch-list items submitted previously to Landlord).
7. Rent has been paid through _____, _____, and no prepayment of Rent has been made.
8. All terms and conditions to be performed by Landlord under the Lease have been satisfied and on this date there are no existing defenses or offsets which Tenant has against the full enforcement of the Lease by Landlord.
9. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows:
10. There are no setoffs or credits against, Rent, and no Security Deposit or prepaid Rent has been paid except as provided by the Lease.

Tenant acknowledges that this Estoppel Certificate may be delivered to and relied upon by Landlord, Landlord's Mortgagee or any prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Tenant has executed this Estoppel Certificate as of the date set forth below.

Tenant:

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

[The undersigned ("Guarantor") has executed that certain Continuing Personal Lease Guaranty (the "Guaranty") dated _____, respecting the Lease referenced above. Guarantor acknowledges and agrees that:

1. A true and correct copy of the Guaranty is attached hereto as Exhibit "___".
2. The Guaranty is in full force and effect and the Guaranty has not been modified, supplemented or amended.
3. Guarantor confirms that the information contained in this Tenant Estoppel Certificate is true and correct.
4. Guarantor acknowledges that this Tenant Estoppel Certificate may be delivered to and relied upon by Landlord, Landlord's Mortgagee or any prospective mortgagee or prospective purchaser, and their respective successors and assigns. This instrument shall be binding upon the heirs, personal representatives, successors and assigns of Guarantor and shall inure to the benefit of the successors and assigns of Purchaser and Lender.

By: _____
Name: _____
Title: _____

Dated: _____]

CONTINUING PERSONAL LEASE GUARANTY

This Continuing Personal Lease Guaranty ("**Guaranty**") is executed by John R. Newell, an individual ("**Guarantor**" whether one or more) to guarantee all obligations under the Lease ("**Lease**") executed on or about this date by AmREIT VOG, LP, a Texas limited partnership ("**Landlord**") and Café Dijon, LP, a Texas limited partnership ("**Tenant**") for a leased premises within the Village on the Green Shopping Center, in San Antonio, Bexar County, Texas ("**Premises**").

In consideration of Landlord making the Lease, and for the purpose of inducing prompt payment of rent and all other sums required to be paid by Tenant under the Lease ("**Guaranteed Payments**") and the full and faithful performance of all terms, conditions, covenants, obligations and agreements contained in the Lease on the Tenant's part to be performed ("**Guaranteed Obligations**"), Guarantor guarantees, absolutely and unconditionally, to Landlord the payment of the Guaranteed Payments and performance of the Guaranteed Obligations. Guarantor further promises to pay all of the Landlord's costs and expense (including reasonable attorney's fees) incurred in endeavoring to collect the Guaranteed Payments or to enforce the Guaranteed Obligations or to enforce this Guaranty, as well as all other damages which Landlord may suffer in consequence of any default or breach under the Lease or this Guaranty.

TERMS AND CONDITIONS OF GUARANTY:

1. Landlord may at any time and from time to time, without notice to or consent by Guarantor, take any or all of the following actions without affecting or impairing Guarantor's liability and obligations under this Guaranty:
 - (a) grant an extension or extensions of time for payment of any Guaranteed Payment or for performance of any Guaranteed Obligation;
 - (b) grant an indulgence or indulgences in any Guaranteed Payment or in the performance of any Guaranteed Obligation;
 - (c) modify or amend the Lease, including the term thereof and any obligation of Tenant arising thereunder;
 - (d) consent to any assignment or assignments, sublease or subleases and successive assignments or subleases by Tenant;
 - (e) consent to an extension or extensions of the term of the Lease;
 - (f) accept other guarantors; and/or
 - (g) release any person primarily or secondarily liable under the Lease.

Guarantor's liability is not affected or impaired by any failure or delay by Landlord in enforcing the Lease or this Guaranty or in pursuing any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of any Guaranteed Payment or Guaranteed Obligation or of any security therefor. Guarantor waives any obligation on the part of Landlord to seek payment from Tenant or any other guarantor, foreclose any security or enforce any other rights and remedies, and Landlord shall have the right to enforce this Guaranty whether or not other proceedings or actions are pending or being taken seeking resort to or realization upon or from any of the foregoing, it being agreed that Guarantor's obligations under this Guaranty are primary.

2. Guarantor waives all diligence in collection or in protection of any security, presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this Guaranty or any Guaranteed Payment or Guaranteed Obligation.

3. Guarantor acknowledges full and complete notice and knowledge of all terms, conditions, covenants, obligations and agreements set forth in the Lease. Guarantor will receive a substantial benefit from Tenant's use of the Premises.
4. Guarantor's payment of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to (and Guarantor hereby waives) any right, title or interest (whether by subrogation or otherwise) of the Tenant under the Lease or to any security being held for any Guaranteed Payment or Guaranteed Obligation.
5. This Guaranty is a continuing, absolute and unconditional guaranty of payment and not of collection and shall remain in full force and effect until all Guaranteed Payments are made, all Guaranteed Obligations are performed, and all Guarantor's obligations are fulfilled.
6. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns, as applicable, and inures to the benefit of Landlord, its successors and assigns. Landlord may, without notice to or consent of Guarantor, assign or transfer this Guaranty in whole or in part and no assignment or transfer of the Lease shall operate to extinguish or diminish the liability of the Guarantor hereunder.
7. This Guaranty shall be construed according to the laws of the State of Texas and shall be performed in the county where the Premises are located.
8. If this Guaranty is executed by more than one person, all singular nouns and verbs herein relating to Guarantor shall include the plural number, obligations of the several Guarantors shall be joint and several, and Landlord may enforce this Guaranty against any one or more Guarantors without joinder of any other Guarantor hereunder.
9. Landlord and Guarantor intend and believe that each provision of this Guaranty complies with and is valid under all applicable law. However, if any provision of this Guaranty is found by a court to be invalid for any reason, the remainder of this Guaranty shall continue in full force and effect and the invalid provisions shall be construed as if it were not contained herein.
10. Guarantor acknowledges that Landlord is relying upon this Guaranty in agreeing to execute the Lease, and that, but for the execution of this Guaranty by Guarantor, Landlord would not lease the Premises to Tenant.
11. Guarantor shall, from time to time, within ten (10) days after request from Landlord, or from any mortgagee of Landlord, (i) deliver Guarantor's most current financial statements including a schedule of cash receipts and expenditures and a statement of financial condition, each prepared in accordance with sound accounting principles and standards for personal financial statements and certified to be true and correct by Guarantor and (ii) a certificate to the party designated in such request, in the form of **Exhibit E** of the Lease, certifying that the Lease is unmodified and in full force and effect (or stating any modifications then in effect), that there are no defenses or offsets thereto (or stating those claimed by Tenant), the dates to which Base Rent and Additional Rent have been paid, and as to any other information reasonably requested.
12. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; (2) the rejection or disaffirmance of the Lease in any such proceeding; or (3) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

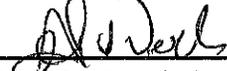
13. Limitation of Liability. Notwithstanding any term or provision to the contrary in this Guaranty, this Guaranty shall not apply to any Guaranteed Payments or Guaranteed Obligations that accrue during the Renewal Term (as defined in the Lease) or any other extension of the original Term of the Lease.

This Guaranty is executed by Guarantor this 1 day of Sept, 2015.

Notice Address:

P. O. Box 830808
San Antonio, Texas 78283-0808

GUARANTOR:



John R. Newell, individually

Exhibit "H"

Village on the Green
Sign Criteria

I. POLICY

A. These instructions outline the criteria which have been established to control the design, fabrication, and installation of Tenant signs in the Village on the Green.

B. Tenant shall use Landlord's designated signage contractor to install all signage on the building. Tenant shall be solely responsible for the costs of permits and signage installation.

C. These basic standards are intended to provide each tenant with good visual identification, both day and night, and to protect against poorly designed and badly proportioned signage. This Exhibit designates the type and style of standard signage on the building fascia above the Premises. All signage is to be installed and paid for by Tenant.

II. GENERAL REQUIREMENTS

A. Tenant will submit three (3) sets of fully detailed sign drawings to the Landlord for approval. All drawings will be reviewed and approved or rejected within five (5) days of receipt by Landlord. Under no circumstances are any signs to be erected upon the building without Landlord's prior written approval.

B. The Tenant is responsible for obtaining its own licensed electrical contractor to perform any primary electrical required to hook up service to its sign, at Tenant's expense. Coordination to be performed by Tenant.

C. Landlord shall maintain Tenant's sign. The cost of all repairs and maintenance will be reimbursed on demand to Landlord, upon providing copies of bills paid and receipts to Tenant.

D. It is the responsibility of Tenant to follow all sign criteria set forth by Landlord.

III. BUILDING AND FASCIA SIGNS

A. Number of Signs: Only one (1) sign is permitted per store, except when a store is located on a corner, in which case two (2) matching signs will be permitted.

B. Locations of Signs: Sign must be contained within the storefront sign band area. Signs must be centered both horizontally and vertically in sign band area.

C. Type of Signs Permitted: All individual signs are to be reverse channel lit aluminum letters, stud mounted to Building Fascia. No exposed wire.

D. Size and Design Requirements:

1. The maximum overall length shall not exceed 75% of the sign band (e.g. a 20' frontage sign band will have a maximum sign length of 15').

2. The maximum overall vertical letter height shall not exceed 18" on the fascia, with one line of copy; if two lines of copy, overall total height shall not exceed 28". Minimum vertical letter height shall not be less than 12". All letters shall be uppercase unless specifically approved by Landlord. Refer to typical fascia layouts "A" & "B" attached.

3. Letter depth: Return 3-1/2" and mounted 2" off wall, stand offs to be painted to match fascia.
4. Letter color to be P.M.S. # (To be determined).
5. Lighting: 12 mm 6500 white neon tubing.
6. All letters to be backed with clear 3/8" lexan.
7. All transformers boxes and conduit are to be installed remote behind wall, neatly, and must be installed in a manner that will not damage fascia.
8. There will be no flashing lights, animation, exposed neon, or store front graphics allowed within the Shopping Center at any time.

IV. WINDOW GRAPHICS

- A. Glass areas of store fronts and offices shall remain free of graphics. Only the address, hours of operation and entrance and exit information are allowed.
- B. The copy should be unobtrusive and constructed of white computer cut vinyl letters with a two (2) inch maximum height, refer to typical graphics layout drawing "C" attached.
- C. There may be no illuminated or painted signs behind any glass areas.

V. SIGN TEXT:

- A. Sign text shall be limited to Tenant's trade name as it appears in the Lease. Landlord reserves the right to limit the use of Tenant's customary logo.

VI. PROHIBITED SIGNS:

- A. Temporary trailer signs and/or trailer marquee signs.
- B. Iridescent painted signs.
- C. Temporary banners of any kind.
- D. Flags or pennants of any kind.

Exhibit "I"

VILLAGE ON THE GREEN – EXCLUSIVES

(Updated January 2015)

1. **KT Nail Spa** – Use: For the operation of an upscale nail salon offering manicures, pedicures and waxing and for not other use. **Exclusive:** Landlord will not lease space in the Shopping Center to another tenant offering manicures or pedicures.

2. **Paesano's Restaurant** – Use: Full service restaurant with on Premises sales and consumption of alcoholic beverages incidental to food services. According to Exhibit B, Tenant may use the Premises for the operation of a full service restaurant specializing in Italian cuisine with the on Premises sales and consumption of alcoholic beverages incidental to food service. **Exclusive:** LL will not lease any part of the Shopping Center for the purpose of or in connection with a full service Italian restaurant with the sale or consumption of alcoholic beverages. Tenant agrees that Suite 1 may be used as a restaurant selling pizza, limited pastas, and beer and wine, and that Suite 5 may be used as a coffee house/bakery. Landlord agrees to limit future food service in the Center to Suites 1 and 5. Other than the preceding terms, Landlord has the absolute right to affect such other tenancies in the Project as Landlord, in the exercise of its sole judgment, which it determines to best to promote the interest of the Project.

3. **Pigtails & Crewcuts** – Use: for the operation of a children's hair salon offering related children's services, children's parties, and the sale of related retail items as required by franchisor. **Exclusive:** Landlord shall not lease space in the Shopping Center to another children's salon including but not limited to Sharkey's, Cool Cuts, Snip-Its, Supercuts, TGF, Great Clips or any discount haircutter chain store. Further, Landlord shall not lease to another tenant using the premises for children's parties that exceed 10% of such tenant's total revenue.

4. **Complete Radiology** – Use: For the operation of a first class outpatient diagnostic imaging center. **Exclusive:** Landlord shall not lease space in the Shopping Center to another tenant primarily for outpatient magnetic resonance imaging (MRI) facility. Primarily means more than 30% of such tenant's gross sales.