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Counsel for Trolley Square Ventures, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:

**THE FALLS EVENT CENTER LLC,

Debtor.**

**Bankruptcy Case No. 18-25116
Chapter 11**

Honorable R. Kimball Mosier

**CREDITOR TROLLEY SQUARE VENTURES, LLC'S
LIMITED OBJECTION TO THE DEBTOR'S MOTION FOR ENTRY OF AN ORDER
EXTENDING FOR NINETY (90) DAYS THE TIME BY WHICH THE DEBTOR
MUST ASSUME OR REJECT ANY UNEXPIRED NON-RESIDENTIAL REAL
PROPERTY LEASES PURSUANT TO 11 U.S.C. § 365(d)(4)**

Trolley Square Ventures, LLC, a creditor in this bankruptcy proceeding ("Creditor"), by and through counsel, hereby filed this limited objection to The Falls Event Center LLC's ("Debtor") Motion for Entry of an Order Extending for Ninety (90) Days the Time by which the Debtor Must Assume or Reject any Unexpired Non-Residential Real Property Leases pursuant to 11 U.S.C. § 365(d)(4) [Dkt. No. 196] (the "Motion"). Specifically, Creditor only objects to the

Motion to the extent it impacts Creditor. Creditor does not object to the Motion regarding other leases. In support hereof, Creditor respectfully represents as follows:

1. On September 23, 2015, Creditor, as landlord, and The Falls at Trolley Square, LLC, as tenant (the “Tenant”), entered into a written Lease Agreement (the “Lease”) whereby Tenant agreed to lease the space located within Trolley Square, Salt Lake City, Salt Lake County, Utah, Buildings P and E, Units P-103 and Unit E-101 (the “Property”) for the operation of a business, for a ten (10) year term, commencing on December 1, 2015. A copy of the Lease is attached hereto as Exhibit “A”.

2. During November of 2017, Creditor and Tenant entered into a reinstatement agreement (“Reinstatement”) after Tenant defaulted on the Lease. A copy of the Reinstatement is attached hereto as Exhibit “B”.

3. On July 11, 2018, Debtor filed this bankruptcy proceeding.

4. Tenant is not a debtor in bankruptcy, but is a wholly owned subsidiary of the Debtor. *See* Debtor’s Opposition to Creditor’s Motion for Relief from the Automatic Stay, Dkt. No. 136, ¶¶ 2-3, admitting to the forgoing facts.

5. On August 15, 2018, Debtor filed its Statement of Financial Affairs and Schedules [Dkt. No. 72].

6. Debtor correctly does not identify the Lease as an executory contract or unexpired lease on its Schedule G.

7. Debtor also fails to identify Creditor as holding a claim on Schedule E/F, though item 3.25 appears to require further claims to be added, in which Creditor might be listed.

8. Based on the foregoing facts, Debtor's Motion does not apply to the Lease and/or the Reinstatement. To the extent that the Lease and/or Reinstatement are subject to the Debtor's Motion, Creditor objects to the Debtor's Motion. Because Debtor has not identified the Lease or Reinstatement as unexpired leases pursuant to 11 U.S.C. § 365(d)(4), any extension of time under 11 U.S.C. § 365(d)(4)(B)(i) is prejudicial to Creditor.

9. Debtor has asserted in its filings that Debtor has been making use of the Property to conduct events, and receiving the funds from events, post-petition. Debtor has represented that Tenant does not have contracts with customers for events. To the extent Debtor is using the Property post-petition, Debtor should pay the fair rental value for the Property.

10. Wherefore, Creditor requests that Debtor's Motion is denied as to its application, if any, to the Lease and/or Reinstatement, and that Debtor be ordered to pay rent to Creditor for its post-petition use of the Property, on an administrative priority basis.

DATED this 27th day of November, 2018.

CLYDE SNOW & SESSIONS

/s/ James W. Anderson

James W. Anderson

Jonathan D. Bletzacker

*Attorneys for Creditor Trolley Square
Ventures, LLC*

CERTIFICATE OF SERVICE BY ELECTRONIC NOTICE (CM/ECF)

I hereby certify that on November 27, 2018, I electronically filed the foregoing **CREDITOR TROLLEY SQUARE VENTURES, LLC'S LIMITED OBJECTION TO THE DEBTOR'S MOTION FOR ENTRY OF AN ORDER EXTENDING FOR NINETY (90) DAYS THE TIME BY WHICH THE DEBTOR MUST ASSUME OR REJECT ANY UNEXPIRED NON-RESIDENTIAL REAL PROPERTY LEASES PURSUANT TO 11 U.S.C. § 365(d)(4)** with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF users.

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- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov
- **Brent D. Wride** bwride@rqn.com, docket@rqn.com;pbrown@rqn.com

/s/ James W. Anderson

James W. Anderson

EXHIBIT “A”



LEASE AGREEMENT

(TROLLEY SQUARE SHOPPING CENTER)

BY AND BETWEEN

TROLLEY SQUARE VENTURES, LLC

("LANDLORD")

AND

THE FALLS AT TROLLEY SQUARE, LLC

D/B/A THE FALLS EVENT CENTER

(AS TENANT)

LEASE AGREEMENT
(Trolley Square Shopping Center)

BASIC LEASE PROVISIONS

- A. **DATE OF LEASE:** September 23, 2015
- B. **LANDLORD:** TROLLEY SQUARE VENTURES, LLC, a Utah limited liability company
- C. **TENANT:** THE FALLS AT TROLLEY SQUARE, LLC, a Utah limited liability company
- D. **TENANT'S TRADE NAME:** THE FALLS EVENT CENTER
- E. **LEASED PREMISES AND ADDRESS OF LEASED PREMISES:**

Trolley Square, (the "Shopping Center"), in the City of Salt Lake City (the "City"), County of Salt Lake (the "County"), and the State of Utah (the "State"), Buildings P and E (collectively "Building"), Unit P-103 ("Building P Premises") and Unit E-101 ("Building E Premises") (Building P Premises and Building E Premises collectively referred to as the "Leased Premises"), as shown in cross-hatching on the "Site Plan" attached hereto as Exhibit "A," of approximately 7,063 square feet of Gross Leasable Area located in the Building P Premises and approximately 7,358 square feet of Gross Leasable Area located in the Building E Premises for a total of **14,421** square feet of Gross Leasable Area. "Gross Leasable Area" shall be defined as the measurements from the exterior face of outside wall(s) to the centerline of party wall(s) and to the exterior building line where there is no wall. For the purposes of this Lease, "Shopping Center" shall refer to the property described in Exhibit "A", with such changes as may be made from time to time pursuant to the provisions of this Lease.

F. **USE OF LEASED PREMISES:**

The Leased Premises shall be used for the operation of a wedding, corporate and/or other miscellaneous social event center with alcoholic beverage service allowed directly in conjunction therewith, and other uses directly related thereto ("Permitted Use"). (See Section 1(a) below)

G. **TERM AND LEASE COMMENCEMENT DATE:**

This Lease shall be effective on execution by both Landlord and Tenant, however the term of the Lease shall commence on December 1, 2015 or when Tenant opens for business to the general public, whichever is earlier, (the "Lease Commencement Date") and shall terminate on the date that is ten (10) years from the Lease Commencement Date, unless extended in accordance with the provisions of any option to extend granted to Tenant herein (the "Lease

Term"). The Leased Premises shall be delivered to Tenant on the Delivery Date. The "Delivery Date" for purposes of this Lease shall be upon Landlord's delivery of the Leased Premises in its as-is where-is condition which shall be within fourteen (14) days from the mutual execution of this Lease. For the purposes of this Lease, "Lease Year" shall be defined as the twelve (12) month period commencing on the Lease Commencement Date, if it is the first (1st) day of a month. In the event the Lease Commencement Date is not the first (1st) day of the month, the Lease Year shall commence on the first (1st) day of the month following the Lease Commencement Date. As a confirmation of the Lease Commencement Date and other relevant dates, the parties shall execute an "Acknowledgment of Commencement And Estoppel Agreement" in the form attached as Exhibit "C." Should Tenant fail to so execute and deliver to Landlord the completed Acknowledgment of Commencement And Estoppel Agreement within thirty (30) days after Landlord requests that Tenant execute and deliver same, then it shall be conclusively deemed between Landlord and Tenant that all of the information contained on said completed Commencement Date Acknowledgment of Commencement And Estoppel presented by Landlord to Tenant is accurate.

H. MINIMUM MONTHLY RENT:

During Initial Lease Term:

LEASE MONTHS (STARTING AS OF LEASE COMMENCEMENT DATE)	MINIMUM RENT PSF PER YEAR (not including Additional Rent)	MINIMUM RENT DUE PER MONTH (not including Additional Rent)
0-5	Free	\$0.00
6-12	\$20.58	\$24,736.03
13-24	\$20.58	\$24,736.03
25-36	\$23.40	\$28,120.95
37-48	\$24.10	\$28,962.18
49-60	\$24.83	\$29,839.45
61-72	\$25.57	\$30,728.75
73-84	\$26.34	\$31,654.10
85-96	\$27.13	\$32,603.48
97-108	\$27.94	\$33,576.90
109-120	\$28.78	\$34,586.37

During Option Term:

See Section 2(b)

I. INTENTIONALLY DELETED.

J. INTENTIONALLY DELETED.

K. SECURITY DEPOSIT: SECURITY DEPOSIT: \$54,244.23

L. INTENTIONALLY DELETED.

M. TENANT IMPROVEMENT ALLOWANCE: \$42.50 per gross leasable square foot (see Section 11(a) below and Exhibit E hereto)

N. ADDITIONAL RENT (TAXES, INSURANCE, AND COMMON AREA MAINTENANCE):

Beginning on the Lease Commencement Date, and continuing throughout the remainder of the Lease Term, Tenant shall pay its "Proportionate Share," as same may change from time to time to comport with the formula in the first paragraph of Section 17 below, or other share as specifically set forth herein, of the items specified in Section 17 below.

O. LANDLORD'S ADDRESS FOR PAYMENT OF MINIMUM MONTHLY RENT AND ADDITIONAL RENT:

Trolley Square Ventures, LLC
P.O. BOX 410001
Salt Lake City, UT 84141-0001

P. LANDLORD'S ADDRESS AND PHONE NUMBER FOR NOTICES AND ALL OTHER CORRESPONDENCE:

Trolley Square Ventures, LLC
630 E. South Temple
Salt Lake City, UT 84102
Tel: (801) 321-7725
Fax: (801) 321-7730
Attn: Property Manager

Q. TENANT'S ADDRESS AND PHONE NUMBER FOR NOTICES AND ALL OTHER CORRESPONDENCE:

The Falls at Trolley Square, LLC
9067 South 1300 West, Suite 301
West Jordan, UT 84088
Attn: John Neubauer

R. EXHIBITS: THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND MADE A PART HEREOF:

Exhibit "A": Site Plan

Exhibit "B": Intentionally Deleted
Exhibit "C": Acknowledgment of Commencement and Estoppel Agreement
Exhibit "D": Sign Criteria
Exhibit "E": Landlord's Work and Tenant's Work
Exhibit "F": Rules and Regulations
Exhibit "G": Guaranty

NOW WHEREFORE, in consideration of the rents, covenants, and agreements set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Premises described below on the following terms and condition:

1. LEASED PREMISES AND USE.

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, as described in Section E of the Basic Lease Provisions.

(a) Use. The Leased Premises shall be used solely for the Permitted Use and for no other purpose and under no other trade name than as specified in Section D of the Basic Lease Provisions without obtaining the Landlord's prior written consent, which consent may be withheld by Landlord in Landlord's sole and absolute discretion. The Permitted Use is subject to and restricted by the provisions of Section 10, below, the exclusive uses in favor of other tenants of the Shopping Center and Tenant's compliance with Applicable Laws as defined in Section 21 below (including having all licenses and permits for service of alcoholic beverages) and other specific qualifications and restrictions set forth in this Lease. The Leased Premises shall be open for business at a minimum from 10:00 a.m. to 9:00 p.m., Monday through Saturday, and from 12:00 p.m. to 5:00 p.m. on Sunday ("Hours of Operation").

(b) Intentionally Deleted.

(c) Suitability. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Leased Premises or with respect to the suitability of the Leased Premises or the Shopping Center for the conduct of Tenant's business or with respect to whether or not the Permitted Use is allowed for the Leased Premises under Applicable Laws (as defined in Section 21); nor has Landlord agreed to undertake any modification, alteration or improvement to the Leased Premises. TENANT ACKNOWLEDGES AND AGREES HEREBY THAT TENANT HAS BEEN INFORMED BY LANDLORD OF THE CONDITION OF THE FLOOR AND SUBFLOOR OF THE LEASED PREMISES HAS HAD THE OPPORTUNITY TO INSPECT SAID FLOOR AND SUBFLOOR AND UNDERSTANDS AND FULLY COMPREHENDS ANY AND ALL STRUCTURAL, ENGINEERING AND OTHER ISSUES SURROUNDING THE CONDITION OF THE FLOOR AND SUBFLOOR. THEREFORE, TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS MADE A COMPLETE INSPECTION OF THE LEASED PREMISES AND IS FULLY AND COMPLETELY SATISFIED AS TO THE CONDITION OF THE LEASED PREMISES. TENANT EXPRESSLY AGREES TO LEASE THE LEASED PREMISES IN ITS PRESENT "AS-IS," "WHERE-IS" AND "WITH ALL FAULTS" CONDITION, AND TENANT

HEREBY EXPRESSLY WAIVES THE IMPLIED WARRANTY OF HABITABILITY AND SUITABILITY FOR A PARTICULAR PURPOSE AS MAY BE PROVIDED BY LAW. LANDLORD DISCLAIMS ANY WARRANTY OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, WHICH MAY ARISE BY OPERATION OF LAW. After the Delivery Date, Tenant shall have no legal or equitable remedy based either upon a claim that Landlord failed to deliver possession to Tenant in accordance with the terms of this Lease, or upon a claim that the size, location, layout, dimensions, or construction of the building in which the Leased Premises are located, or service areas, sidewalks, parking or other Common Area associated therewith, were not completed or furnished in accordance with the terms of this Lease. Further, the opening for business by Tenant shall be conclusive evidence that Tenant accepts the Leased Premises as suitable for the purposes for which they were leased.

(d) Matters of Record. The parties agree that this Lease is subject to the effect of covenants, conditions, restrictions, easements, mortgages or deeds of trust, ground leases, rights of way of record, and any other matters or documents of record. Tenant agrees that as to its leasehold estate, Tenant and all persons in possession or holding under Tenant will conform to and will not violate the terms of any covenants, conditions or restrictions of record which may now or hereafter encumber the Shopping Center.

(e) Notwithstanding anything contained in this Lease to the contrary, Landlord reserves the right to change or modify and add to or subtract from the size and dimensions of the Shopping Center or any part thereof including but not limited to: the number, location and dimensions of buildings and stores; the size and configuration of the parking areas, entrances, exits and parking aisle alignments; dimensions of hallways, malls and corridors; the number of floors in any building; the location, size and number of tenants' spaces and kiosks which may be erected in or fronting on any mall or otherwise; the identity, type and location of other stores and tenants; and the size, shape, location and arrangement of Common Areas. Landlord further reserves the right to design and decorate any portion of the Shopping Center as it desires,

(f) Parking. Landlord shall provide parking for Tenant's customers, vendors and employees, as follows:

(i) Employee Parking: Tenant's employees and vendors shall use the South Parking Lot to park their vehicles in at all times. The South Parking Lot is that property owned and designated by the Landlord between 700 East and 600 East and on the South side of 600 South, Salt Lake City, Utah; and

(ii) Event Parking: Tenant's customers when attending an event as defined by Section 65 (b), at the Leased Premises, shall park their vehicles in the designated parking areas known as P-2 West and the South Parking Lot. The P-2 West parking area is covered and contains approximately 112 individual parking spaces. Landlord shall reserve and restrict entrance to the P-2 West parking area for Tenant's customers at least one (1) hour prior to any scheduled event. Tenant shall give Landlord forty eight (48) hours written notice of any scheduled event. Landlord shall install the appropriate traffic control devices at its expense and discretion. Tenant shall notify its customers that parking for its event is restricted to these two (2) parking areas. Tenant is responsible for enforcing the parking policy. Enforcement of the

parking policy shall include but not be limited to, Tenant giving its customers written and pictorial directions to the designated parking areas and in turn the customer shall provide parking instructions to its guests, which instructions shall be included in the general notification of the event or by personal invitation of the event. Tenant shall also provide the appropriate on-site signage for the particular event. When Tenant expects more than a total of 100 guests to attend events, at any one time, at the Leased Premises, Tenant shall provide at least one parking attendant. Tenant shall provide the parking attendant one hour before the beginning of any event(s) through thirty minutes after the beginning of the event(s), to direct traffic to the restricted parking areas of P-2 West and the South overflow parking lot. Landlord reserves the discretion to substitute other parking for P-2 West should circumstances arise making the current parking arrangement impractical.

(g) Sustainability.

(i) Sustainability Plan. Landlord reserves the right to adopt and to modify, from time to time, a plan and/or programs and rules to reduce energy consumption and/or carbon emissions, to obtain and maintain one or more sustainability certifications, to promote indoor air quality, and/or to operate the Shopping Center in a sustainable or more sustainable manner. Such plans, programs and rules as are in effect from time to time are collectively referred to as the "Sustainability Plan."

(ii) Compliance. Tenant agrees to comply with, and to cause its employees, agents, contractors and invitees to comply with, the Sustainability Plan. Tenant agrees and acknowledges that such compliance will include compliance with all components of the Sustainability Plan, including but not limited to those related to energy conservation and recycling, the manner in which Tenant does any maintenance, repair, alteration, restoration, improvement or removal work in the Leased Premises, and the types of materials used in any such work.

(iii) Without regard to the implementation of a Sustainability Plan, Tenant agrees to comply with all legal requirements related to energy conservation and/or sustainability including those related to indoor air quality and carbon emissions. Tenant shall operate the Leased Premises in such a way as shall not waste fuel, energy or natural resources. Tenant shall cooperate with Landlord's reasonable directives to reduce energy consumption, including installation of new, energy-efficient equipment or the modification or replacement of existing equipment, as the case may be. If any governmental authority shall order mandatory energy conservation, or if Landlord elects voluntarily to cooperate in energy conservation at the request of any governmental authority, including, without limitation, a reduction in operating hours or lighting usage, the Tenant shall comply with such requirements.

(iv) Reporting. Tenant shall provide such information as is required by the Sustainability Plan including but not limited to information requested by Landlord for governmental reporting or to obtain or maintain any certifications desired by Landlord.

2. TERM.

(a) Lease Term. The Lease Term shall be as set forth in Section G of the Basic Lease

Provisions. Except for the obligation to pay Minimum Monthly Rent and Additional Rent during the course of any pre-Lease Commencement Date possession of the Leased Premises by Tenant, all terms and conditions of this Lease shall apply, including, without limitation, to the insurance and indemnity provisions of Section 22, below.

(b) Renewal Options.

(i) Tenant shall have two options to extend the Lease Term beyond the initial ten (10) year Lease Term (the "Initial Term"), each for an additional five (5) years. The first option ("First Option") to extend the Lease Term shall be for an additional five (5) years beginning the first day after the end of the Initial Term and ending five (5) years after the end of the Initial Term (the "First Extended Term"). The second option ("Second Option") shall be for an additional five (5) years beginning the first day after the end of the First Extended Term and ending five (5) years after the end of the First Extended Term (the "Second Extended Term"). In order to exercise the Second Option, Tenant must have exercised the First Option.

(ii) The terms and conditions of the lease for the First Extended Term shall be the terms and conditions set forth in the Lease, except that Tenant shall not be entitled to any tenant improvement allowance or other rental inducements during the First Extended Term, and further provided that the Monthly Minimum Rent for the first year of the First Extended Term shall be equal to three percent (3%) over the Minimum Monthly Rent due during the last Lease Year of the Initial Term. The Monthly Minimum Rent so determined for the first year of the First Extended Term shall be increased by three percent (3%) over the Monthly Minimum Rent in effect for the prior year during each successive year of the First Extended Term, on the anniversary date of each successive year of the First Extended Term.

In order to exercise the First Option, Tenant must deliver an irrevocable written notice of Tenant's unconditional exercise of Tenant's First Option to Landlord, to be received by Landlord at its offices at which rent is paid no later than six (6) months prior to the expiration of the Initial Term. Time is of the essence in the giving of such notice. Notwithstanding the foregoing, in no event shall Tenant be allowed to exercise the First Option if an Event of Default (as defined in Section 31 of this Lease) continues to exist at the time Tenant purports to exercise the First Option. In the event the First Option is validly exercised, but subsequent thereto, and before the commencement of the First Extended Term, an Event of Default (as defined in Section 31 of this Lease) exists, then Tenant's exercise of the First Option shall void *ab initio*. Moreover, if during a thirty six (36) month period of time prior to the expiration of any Lease Term Tenant has four (4) Events of Default or any Event of Default that is uncured for more than forty five (45) days following receipt of notice of such Event of Default and was not waived by Landlord, then the Option shall be void *ab initio*.

(iii) The terms and conditions of the lease for the Second Extended Term shall be the terms and conditions set forth in the Lease, except that Tenant shall not be entitled to any tenant improvement allowance or other rental inducements during the Second Extended Term, and further provided that the Monthly Minimum Rent for the first year of the Second Extended Term shall be equal to three percent (3%) over the Minimum Monthly Rent due during the last Lease Year of the First Option Term. The Monthly Minimum Rent so determined for the first year of the Second Extended Term shall be increased by three percent (3%) over the Monthly

Minimum Rent in effect for the prior year during each successive year of the Second Extended Term, on the anniversary date of each successive year of the Second Extended Term.

In order to exercise the Second Option, Tenant must deliver an irrevocable written notice of Tenant's unconditional exercise of Tenant's Second Option to Landlord, to be received by Landlord at its offices at which rent is paid no later than six (6) months prior to the expiration of the First Option Term. Time is of the essence in the giving of such notice. Notwithstanding the foregoing, in no event shall Tenant be allowed to exercise the Second Option if an Event of Default (as defined in Section 31 of this Lease) continues to exist at the time Tenant purports to exercise the Second Option. In the event the Second Option is validly exercised, but subsequent thereto, and before the commencement of the Second Extended Term, an Event of Default (as defined in Section 31 of this Lease) exists, then Tenant's exercise of the Second Option shall void *ab initio*. Moreover, if during a thirty six (36) month period of time prior to the expiration of any Lease Term Tenant has four (4) Events of Default or any Event of Default that is uncured for more than forty five (45) days following receipt of notice of such Event of Default and was not waived by Landlord, then the Option shall be void *ab initio*.

(c) Right of First Refusal.

Tenant shall have a right of first refusal (the "Right of First Refusal") to remain a tenant of the Leased Premises after the end of the Second Option Term, as follows: If prior to the end of the Second Option Term Landlord has received an offer from a third party to lease the Leased Premises after the Second Option Term, Landlord shall send notice (the "First Refusal Notice") to Tenant that a lease offer has been made to Landlord on the Leased Premises, including in such First Refusal Notice the lease terms upon which the third party offeree agrees to lease the Leased Premises. Within ten (10) business days after Landlord sends Tenant the First Refusal Notice, Tenant shall deliver notice ("Tenant's Notice") to Landlord of whether Tenant desires to lease the Leased Premises pursuant to the terms specified in the First Refusal Notice. In the event Tenant fails to timely deliver the Tenant's Notice, then it shall be conclusively deemed that Tenant declines to lease the Leased Premises pursuant to the terms of the First Refusal Notice and Landlord shall thereafter be free to lease the Leased Premises to the current offeree or any third party upon such terms and conditions as Landlord and such third party may agree. In the event Tenant timely delivers to Landlord Tenant's Notice, stating Tenant's desire to lease the Leased Premises on the same or superior terms and conditions as contained in the First Refusal Notice, then promptly after receipt of Tenant's Notice, Landlord shall prepare, and Landlord and Tenant shall execute, an amendment to this Lease which amends the Lease to take into account appropriate changes to reflect the terms set forth in the First Refusal Notice. In the event Landlord has not received an offer from a third party to lease the Leased Premises after the Second Option Term prior to the expiration of the Second Option Term, then this Lease shall terminate as of the last day of the Second Option Term, unless Landlord and Tenant have executed an amendment to this Lease, further extending the Lease Term prior to the last day of the Second Option Term. Notwithstanding the foregoing, in no event shall Tenant be allowed to give Tenant's Notice in the event an Event of Default (as defined in Section 31 of this Lease) continues to exist at the time Tenant purports to give the Tenant's Notice. In the event the Tenant's Notice is validly given, but subsequent thereto, and before the last day of the Second Option Term, an Event of Default (as defined in Section 31 of this Lease) occurs, then Tenant's

giving of the Tenant's Notice and any amendment to the Lease as called for above shall void *ab initio*.

(d) The First Option, Second Option and Right of First Refusal granted above are personal to the original Tenant executing the Lease and the rights contained in Sections 2(b) and 2(c) are not assignable or transferable by such original Tenant, and may not be exercised if Tenant has assigned this Lease or sublet all or any portion of the Leased Premises.

(e) Landlord grants the rights contained herein to Tenant in consideration of Tenant's strict compliance with the provisions hereof, including, without limitation, the manner of exercise of the First Option, Second Option and Right of First Refusal.

3. RENT.

(a) Minimum Monthly Rent. The "Minimum Monthly Rent" shall be as set forth in Section H of the Basic Lease Provisions.

(b) Rental Payment Date. The Minimum Monthly Rent shall be payable in equal monthly installments without offset or deduction, in advance, on or before the first day of each and every month of the Lease Term beginning on the date that is five (5) months from the Lease Commencement Date. Thus, Minimum Monthly Rent shall be abated for the first five (5) months of the Lease Term. The Minimum Monthly Rent abatement in the foregoing sentence shall not include Additional Rent, which such Additional Rent shall be due and payable during each month of the Lease Term beginning on the Lease Commencement Date. As of the date of this Lease, Tenant has paid \$28,389.17 towards the Minimum Monthly rent due for the sixth (6th) month. The difference between the amount currently held by Landlord (\$28,389.17) and the Minimum Monthly Rent due for the sixth (6th) month of the Lease Term (\$24,736.03) shall be applied to the next installment of Minimum Monthly Rent. On the date that is seven (7) months from the Lease Commencement Date, the monthly installment of Minimum Monthly Rent, less any amounts to be carried over from the previous sentence, shall be due and payable, and subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided, that if the Lease Commencement Date is a date other than the first day of a calendar month, the Minimum Additional Rent shall be prorated for such first month of the Lease Term on a daily basis and the Additional Rent for such partial month shall be due and payable by Tenant on the on the first day of the next succeeding full calendar month.

(c) Statement of Gross Sales. Tenant agrees to furnish to Landlord a statement of monthly Gross Sales and aggregate quarterly and annual Gross Sales for the preceding Lease quarter and Lease Year, within twenty (20) days after the close of each calendar month, and a quarterly statement of Gross Sales within twenty (20) days after the close of each calendar quarter, and an annual statement of Gross Sales within twenty (20) days after the close of each calendar year. "Gross Sales" is defined as the aggregate gross amount of all sales of merchandise or services, consulting and design services, leased, licensed or delivered in or from the Leased Premises by Tenant, its permitted sublessees, licensees or concessionaires, whether for cash or credit, including the gross amount received by reason of orders taken on the Leased Premises although filled elsewhere, and whether made by store personnel, or point of sale

devices (kiosks) or vending machines. Any transaction on an installment basis, including without limitation, any layaway sale or like transaction, or otherwise involving the extension of credit, shall be treated as a sale for the full price at the time of the transaction, irrespective of the time of payment or when title passes. Gross Sales for purposes of this Lease shall not include sales tax and cash or credit refunds to consumers on transactions previously included in Gross Sales.

(d) Tenant shall keep at the Leased Premises full and accurate books of account, records, cash receipts, and other pertinent data showing its Gross Sales, and Tenant shall record therein every sale and other transaction made from the Leased Premises. Tenant shall also furnish to Landlord upon request, copies of its quarterly state sale and use tax return filed with the State of Utah. Such books of account, records, cash receipts and other pertinent data shall be kept for a period of three (3) years after the end of each Lease Year.

4. PAYMENT OF RENT.

Tenant agrees to pay the Minimum Monthly Rent and Additional Rent herein reserved at the time hereinabove set forth, without deduction or offset, prior notice or demand, in lawful money of the United States of America, to the Landlord as set forth in Section O of the Basic Lease Provisions or to such other person and/or at such other place as Landlord may from time to time designate in writing. If Landlord is required to give Tenant written notice of Tenant's failure to make any rental payments by the date when due two or more times during the Lease Term, Tenant agrees that Landlord, in order to reduce its administrative costs, may require Tenant, upon receipt of written notice from Landlord (and in addition to any late charges and interest accruing pursuant to Section 44 below, as well as any other rights and remedies accruing pursuant to Section 31 or Section 32 below, or any other term, provision or covenant of this Lease), that Tenant shall prepay all Minimum Monthly Rent, Additional Rent and other payments due hereunder quarterly in advance instead of monthly and that all future rental payments are to be made on or before the due date by cashier's check or wire transfer to the account of Landlord, and that the tender of Tenant's personal or corporate check will no longer constitute a payment of Minimum Monthly Rent and Additional Rent as provided in this Lease. Any acceptance of a monthly payment or of a personal or corporate check thereafter by Landlord shall not be construed as a waiver of said rights.

5. POSSESSION.

Possession of the Leased Premises shall be delivered to Tenant on the Delivery Date by Landlord's making available to Tenant the keys for the Leased Premises. If Landlord is unable to deliver possession of the Leased Premises by the Delivery Date as a result of causes beyond its reasonable control, Landlord shall not be liable for any damage caused for failing to deliver possession, and this Lease shall not be void or voidable. Tenant shall not be liable for Minimum Monthly Rent until Landlord delivers possession of the Leased Premises to Tenant, but the term shall not be extended by the delay.

6. PAYMENT OF TAXES AND ASSESSMENTS BY TENANT.

Beginning on the Lease Commencement Date, and continuing throughout the remainder

of the Lease Term, Tenant shall reimburse Landlord for Tenant's Proportionate Share, as defined in Section 17 below, of all taxes and assessments assessed, levied, imposed or applicable to the Leased Premises and/or the Shopping Center including without limitation, real property taxes, assessments (including, but not limited to, supplemental assessments, the amount of which may be estimated by Landlord pending Landlord's receipt of the tax bill including such supplemental assessment), improvement bonds, and other governmental charges, business tax, rent tax, license fees, or levies, general and special, regular and supplemental, ordinary and extraordinary, unforeseen as well as foreseen, of any kind or nature, and all costs and expenses related to the foregoing (including but not limited to consulting, appraisal and attorneys' fees incurred by Landlord in researching, reviewing, evaluating, contesting, appealing or negotiating with public authorities) hereinafter collectively referred to as "Impositions", which are assessed, levied, imposed, or become a lien upon the Leased Premises, the Shopping Center of which the Leased Premises are a part or become payable during the Lease Term. The term Impositions shall also include any tax, fee, levy, assessment or charge imposed as the result of a transfer, either partial or total, of Landlord's interest in the Leased Premises and/or the Shopping Center, and any assessment, tax, fee, levy, or charge on this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Leased Premises. If at any time subsequent to the date of this Lease, the methods of taxation prevailing as of the date of this Lease shall be altered so that in lieu of or as a supplement to or a substitute for the whole or any part of any taxes, charges or assessments now levied, assessed or imposed on the Leased Premises and for the Shopping Center and appurtenances thereto and the facilities thereof, or the real property relating thereto, there shall be levied, assessed, or imposed (a) a tax, assessment, levy, imposition or charge wholly or partially as a net income, capital or franchise levy or otherwise on the rents, issues, profits or income derived therefrom, or (b) a tax, assessment, levy (including but not limited to any municipal, state or federal levy), imposition or charge measured by or based in whole or in part upon the value of the Leased Premises and appurtenances thereto and the facilities thereof or the real property relating thereto and imposed upon Landlord, or (c) a license fee measured by the Minimum Monthly Rent and/or Additional Rent payable under this Lease, then all such taxes, assessments, levies, impositions or charges, or the part thereof so measured or based, shall be deemed to be included in the term Impositions. Notwithstanding the foregoing provisions of the Section 6, Impositions shall not include inheritance taxes, or taxes levied on or computed by reference to Landlord's personal net income as a whole on all of Landlord's investments.

Tenant shall be responsible for and pay before delinquent all municipal, county, federal or state taxes coming due during or after the Lease Term against Tenant's interest in this Lease or against personal property of any kind owned or placed in, upon or about the Leased Premises by Tenant and against the Initial Improvements which are part of the Tenant's Work (as each of the latter two terms is defined in Exhibit E to this Lease). When possible, Tenant shall cause its personal property, Initial Improvements and other furnishings, fixtures and equipment to be assessed and billed separately from the assessment and tax bill for the Shopping Center. If any of Tenant's said property shall be assessed or billed with the Shopping Center, Tenant shall pay Landlord the taxes attributable to Tenant's said property within ten (10) days after receipt of a written statement setting forth the taxes applicable to Tenant's property.

7. ASSIGNMENT AND SUBLETTING.

(a) Landlord's Consent Required. Except as otherwise expressly provided herein, Tenant shall not voluntarily, by operation of law or otherwise assign or otherwise transfer this Lease, enter into license or concession agreements for the Leased Premises, sublet all or any part of the Leased Premises, or suffer or permit the Leased Premises or any part thereof, to be used by any third party other than Tenant, its authorized agents, employees, invitees, and visitors (each of the foregoing hereafter referred to as a "Transfer"), without Landlord's prior written consent which shall be subject to the following provisions of Section 7(b), and any attempt to do so without such consent being first had and obtained shall be wholly void and shall constitute a material breach of this Lease and shall entitle Landlord to cancel and terminate this Lease. Further in no event shall Tenant be allowed to or mortgage, pledge, hypothecate, or encumber all or any part of Tenant's interest in this Lease or in the Leased Premises or any part thereof. Landlord acknowledges the Permitted Use of the Leased Premises contemplates short term rentals of the Leased Premises by Tenant to its customers, and that such rentals shall not constitute Transfers of the Leased Premises.

(b) Landlord's Consent. If, at the time a request for Landlord's consent to a Transfer is made, an Event of Default under this Lease, or any fact or condition which with notice or passage of time, or both, would constitute an Event of Default by Tenant under this Lease exists or has occurred, Landlord shall be entitled to withhold consent regardless of the proposed assignee or sublessee or nature of the proposed Transfer. If, at the time a request for Landlord's consent to a Transfer is made, an Event of Default under this Lease, or any fact or condition which with notice or passage of time, or both, would constitute an Event of Default by Tenant under this Lease does not exist, and if Tenant complies with the following conditions and/or same are otherwise satisfied, and Landlord is satisfied with the documentation submitted, Landlord shall not unreasonably withhold or delay its consent to the proposed Transfer. Said conditions are: (i) Tenant shall submit in writing to Landlord for Landlord's review and approval sixty (60) days prior to the effective date of the proposed Transfer (aa) the name and legal composition of the proposed assignee or sublessee or other party subject of the Transfer (each of whom is hereafter referred to as a "Transferee"); (bb) the proposed Transferee's business plan for the business to be carried on in the Leased Premises; (cc) the terms and provisions of the proposed Transfer; and (dd) financial information as Landlord may request concerning the proposed assignee or sublessee, including without limitation, financial history, credit rating, prior three (3) years' Federal tax returns, if filed, and business experience; (ii) the Permitted Use of the Leased Premises does not change; (iii) the proposed Transferee's use would not materially increase the Operating Costs for the Shopping Center, the burden on the Shopping Center services, or the safety and security concerns in the Shopping Center; (iv) the proposed Transferee's use would not lead to the generation of an unreasonable volume of customer traffic in the Shopping Center or significant increases in parking demand, (v) the proposed assignee's or sublessee's use would not violate the terms of any recorded covenants, conditions and restrictions in effect as of the date of this Lease or in effect as of the date Landlord's consent is requested; (vi) any guarantor of Tenant's obligations under this Lease execute an acknowledgment of the guarantor's continuing guarantee obligations following the completion of the Transfer; (vii) the proposed Transferee has sufficient financial capabilities to perform all of its obligations under this Lease or the proposed sublease or other Transfer, in Landlord's reasonable judgment; (viii) neither the proposed Transferee nor any person or entity that directly or indirectly controls, is controlled by, or is under common

control with the proposed Transferee is an occupant of any part of the Shopping Center, or has negotiated for space in the Shopping Center within a six (6) month period prior to the delivery of Tenant's request for Landlord's consent to a Transfer, so long as Landlord at such time has vacant space that can accommodate the needs of such proposed Transferee; and (ix) Tenant reimburses Landlord for Landlord's reasonable fees and costs, with a minimum of One Thousand Dollars (\$1,000.00), incurred in conjunction with the processing and documentation of any such requested Transfer with the One Thousand Dollars (\$1,000.00) minimum being paid at the time the request for Landlord's consent is made by Tenant.

Tenant acknowledges that Landlord has entered into this Lease in reliance on the particular skills, knowledge, and experience of Tenant and/or the principal officers of Tenant with respect to the conduct of Tenant's business in the Leased Premises. Tenant also recognizes that Landlord's substantial investment in the Leased Premises and the willingness of Landlord to put that investment at risk under the terms of this Lease is based upon Landlord's judgment. If in Landlord's sole judgment, the quality of the business is or may be in any way adversely affected during the Lease Term or the financial worth of the proposed Transferee is less than that of the originally named Tenant executing this Lease, or any guarantor of such Tenant's obligations hereunder, if any, or if the investigation discloses information unsatisfactory to Landlord, Landlord reserves the right to refuse such consent and such refusal shall be deemed reasonable for purposes of this Section 7.

(c) No Release of Tenant. No consent by Landlord to any Transfer by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether occurring before or after such consent, assignment of the Lease, subletting of the Leased Premises or other Transfer. The consent by Landlord to any assignment, subletting or other Transfer shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other such assignment of the Lease, subletting of the Leased Premises or other Transfer, unless otherwise agreed to in Landlord's consent of Assignment. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting, or other Transfer. Consent to one assignment, subletting, or other Transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, or other Transfer.

(d) Form of Consent. Provided Landlord's consent to a requested Transfer is given in writing, each assignment, subletting or other Transfer to which there has been consent shall be documented by an instrument in writing in a form satisfactory to Landlord, and shall be executed by the Tenant and the assignee, sublessee or other Transferee, as the case may be; and each assignee, sublessee or other Transferee shall agree in such instrument for the benefit of Landlord herein to assume, to be bound by, and to perform the terms, covenants, and conditions of this Lease to be done, kept, and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord. One fully executed original of such written instrument shall be delivered to Landlord, and providing such original fully executed written instrument is satisfactory to Landlord in every respect, Landlord shall execute its consent to the proposed Transfer and return to Tenant and the Transferee a copy of the written instrument with Landlord's written consent, upon which, and only upon which, the Transfer shall be effective. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of

this Section 7 shall operate to prevent any such assignment, subletting or other Transfer from becoming effective.

(e) Transfer of Ownership. If Tenant, or Tenant's parent, hereunder is a corporation which under the then current laws of the State is not deemed a public corporation, or is an unincorporated association, partnership or limited liability company, the transfer, assignment, or hypothecation of any stock or interest in such corporation, association, partnership or limited liability company in the aggregate in excess of twenty-five (25%) percent shall be deemed a Transfer within the meaning and provisions of this Section 7 for which Landlord's prior written consent is required. Further, the dissolution, merger, consolidation or other reorganization of the corporation, association, partnership or limited liability company or the sale or other transfer of twenty-five (25%) percent or more of the assets of the any such entity shall be deemed a Transfer within the meaning and provisions of this Section 7 for which Landlord's prior written consent is required. In addition to the foregoing, the transfer or change of management control of Tenant and/or Tenant's parent and Tenant's and/or Tenant's parent's controlling shareholders/interest holders, shall be deemed a Transfer within the meaning and provisions of this Lease for which Landlord's prior written consent is required.

(f) Additional Charges. If Landlord consents to any assignment or sublease, Tenant shall pay the following to Landlord as Additional Rent:

(i) In the case of an assignment, fifty percent (50%) of the amounts paid or payable to Tenant by the assignee, if any, as direct consideration for such assignment of the Lease.

(ii) In the case of a sublease, fifty percent (50%) of the amount by which the sublease rental exceeds the portion of the rent allocable to the subleased portion of the Leased Premises hereunder throughout the sublease term. In computing this amount, the sublease rental shall include all rents, charges and other consideration paid or payable to Tenant under the terms of the sublease and any collateral agreements, and sums paid or payable by the subtenant for the purchase or rental of all or part of Tenant's Property. The rent hereunder allocable to the subleased space for any period shall equal the total rent accruing during such period, multiplied by a fraction, the numerator of which is the rentable area of the subleased space and the denominator of which is the rentable area of the Premises. This Additional Rent shall be paid by Tenant to Landlord as and when received by Tenant or, at Landlord's option, on written notice to the assignee or subtenant, Landlord may collect all or any portion of this Additional Rent directly from the assignee or subtenant. Tenant shall receive a credit against this Additional Rent in an amount equal to the net unamortized or undepreciated cost of any of Tenant's personal property that is sold to the assignee or sublessee in connection with such assignment or sublease, determined on the basis of Tenant's federal income tax returns. This credit shall be prorated over the period during which this Additional Rent is to be paid, in proportion to the amounts received by Tenant. Landlord's acceptance or collection of this Additional Rent will not be deemed to be a consent to any assignment or subletting or a cure of any default under this Article or the rest of the Lease.

(iii) Any Additional Rent payable under this Section 7(f) shall be calculated after deduction of Tenant's costs incurred with any such assignment or subletting,

including marketing costs, broker fees, tenant improvement costs and/or allowances, free rent periods or similar inducements, and reasonable legal fees, provided that as a condition for any such costs to be deducted, Tenant shall provide Landlord with all documentation confirming Tenant having incurred and paid such costs.

8. RIGHTS AND OBLIGATIONS UNDER THE BANKRUPTCY CODE.

Upon the filing of a petition by or against Tenant under the United States Bankruptcy Code, Tenant, as debtor in possession, and any trustee who may be appointed by the Bankruptcy Court agree as follows: (i) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (ii) to pay monthly in advance on the first day of each month as reasonable, compensation for use and occupancy of the Leased Premises in the sum set forth in the Basic Lease Provisions as Minimum Monthly Rent and Additional Rent, and all other charges otherwise due pursuant to this Lease; and (iii) to reject or assume this Lease within sixty (60) days of the filing of such petition under Chapter 7 of the Bankruptcy Code or under any other Chapter; and (iv) to give Landlord as much reasonable prior written notice of any abandonment of the Leased Premises as possible; any such abandonment is to be deemed a rejection of this Lease; and (v) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code.

Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following: (i) the cure of any monetary defaults and the reimbursement of any loss promptly, but in any event no later than ten (10) days following the assumption and/or assignment; (ii) the deposit of an additional sum equal to three (3) months' Minimum Monthly Rent to be held as a security deposit; (iii) the use of the Leased Premises as set forth in Section I of this Lease and not in violation of the provisions of Section 10 of this Lease, (iv) the reorganized debtor or assignee of such debtor in possession or of Tenant's trustee demonstrates in writing that it has sufficient background including, but not limited to, substantial business experience and financial ability to operate a business in the Leased Premises in the manner contemplated in this Lease and meet all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (v) such assignment and/or assumption does not otherwise violate any of the provisions of this Lease; and (vi) the Leased Premises, at all times, remains a single Leased Premises and business, and no physical changes of any kind may be made to the Leased Premises unless in compliance with the applicable provisions of this Lease.

No Event of Default under this Lease by Tenant (including such specified in Section 31(d) below), either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord after such Event of Default arises. Nothing contained in this Section 8 shall waive Landlord's rights and remedies under the United States Bankruptcy Code. The provisions of this Section 8 shall also apply to Tenant in the event of the filing of a petition under the United States Bankruptcy Code by or against any guarantor of Tenant's obligations under this Lease.

9. WASTE; NUISANCE.

Tenant shall not do or permit anything to be done in or about the Leased Premises or Shopping Center which will in any way obstruct or interfere with the rights of other tenants or occupants of the building of which the Leased Premises may be a part or any other building in the Shopping Center, or injure or annoy them. Tenant shall not use or maintain or permit any nuisance in, on or about the Leased Premises or Shopping Center. Tenant shall not commit or suffer to be committed any waste in or upon the Leased Premises or Shopping Center.

Tenant shall not install any exterior lighting or plumbing fixtures, shades, awnings, or similar devices or make any exterior decoration or painting on the roof or exterior walls of the Leased Premises, or make any changes to the store front, without Landlord's prior written consent in accordance with Section 11 below. Use of the roof of the Leased Premises is reserved exclusively to Landlord. Tenant shall not do anything on the Leased Premises that will cause damage to the building in which the Leased Premises are located; the Leased Premises shall not be overloaded; and no machinery, apparatus, or other appliance shall be used or operated in or on the Leased Premises that will in any manner injure, vibrate, or shake the Leased Premises or the premises of an adjacent tenant.

Tenant shall not destroy, damage, remove, paint or paper over, or otherwise in any way alter any exposed brick in the Leased Premises or Shopping Center. Notwithstanding the foregoing, upon Landlord's prior written consent, Tenant may install flooring or drywall over such exposed brick within the Leased Premises, so long as bricks are not damaged or destroyed by such installation.

10. PROHIBITED USES.

Other than Tenant's rental of its game/groom's room, Tenant shall not use, or permit the Leased Premises or any part thereof, to be used for any purpose or purposes other than the Permitted Use for which the Leased Premises are hereby leased, including but not limited to: entertainment (other than as incidental to the Permitted Use and for which no specific charge is made to customers) or recreational purposes, a bowling alley, skating rink, billiard room, game arcade or amusement center, gambling establishment, movie theater, night club, dance hall, (except for dancing which is part of an event for which Tenant's customer is using the Leased Premises), bar or tavern (except if incidental to and part of the event for which Tenant's customer is using the Leased Premises pawn shop or the sale of second-hand property, an adult book store, a pornographic shop, house of prostitution or massage parlor, a training or education facility, a beauty school or barber college, reading room, place of instruction or any other operation catering primarily to students or trainees rather than to customers or for an auction or for the sale or display of motor vehicles, boats, trailers, motor homes, or otherwise in violation of any of the Lease, rules contained therein, or any recorded restrictions.

Moreover, Tenant shall not use, or permit the Leased Premises or any part thereof to be used for any use in conflict or competition with previously granted exclusive uses in favor of other tenants of the Shopping Center. Tenant acknowledges and agrees that Landlord shall be entitled to a temporary restraining order, preliminary injunction and permanent injunction, all without bond, should Tenant violate the provisions of this paragraph, in addition to all other damages and remedies to which Landlord may be entitled as a result of any such violation.

No use shall be made or permitted to be made of the Leased Premises, and no acts done, which will increase the existing rate of insurance upon the Leased Premises or the Shopping Center in which the Leased Premises may be located (once such rate is established), or cause the cancellation of any insurance policy covering the Leased Premises or the Shopping Center in which the Leased Premises may be located, or any part thereof, nor shall Tenant permit to be kept, used or sold in or about the Leased Premises any article which may be prohibited by standard form of fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements, pertaining to the use of the Leased Premises, of any insurance organizations or company necessary for the maintenance of reasonable fire and public liability insurance, covering the Leased Premises and appurtenances. If applicable and if requested by Landlord, and if required by any insurance organization or governmental agency, Tenant agrees to install and maintain in good order an Ansul fire detection/suppression system and such other adequate fire protection systems, as Landlord and/or its insurance carrier may deem necessary.

Tenant shall not install, maintain, use, or allow in or upon the Leased Premises any coin-operated pinball machine, coin-operated music machine, or other coin-operated amusement device of any kind or character; ATM machine or similar device; signs, billboards or other advertising media not directly related to the conduct of Tenant's primary business; vending machines of any kind or character, unless access to such machines is strictly limited to Tenant's employees and such machines are not visible to Tenant's customers or the public.

Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the Leased Premises or any part thereof for conducting therein a second-hand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale. During the Lease Term, Tenant shall keep the Leased Premises and every part thereof in a clean and wholesome condition, free of any objectionable noises, odors, or nuisances; all health and police regulations shall in all respects and at all times be fully complied with by Tenant.

11. ALTERATIONS.

(a) Initial Improvements. Forthwith after the Delivery Date, and subject to Tenant providing Landlord the evidence of the insurance coverage required by Section 22 of this Lease (in the manner required therein), Tenant shall, with all due diligence, (i) commence the performance of the work described as the Initial Improvements under "Tenant's Work" in Exhibit "E," with all of Initial Improvements to be performed in compliance with Exhibit "E", and (ii) install Tenant's fixtures, furniture and equipment. Landlord shall have no obligation whatsoever to alter, remodel, improve, repair, decorate or paint the Premises or any part thereof either prior to or during the Lease Term. Notwithstanding the preceding sentence, Landlord shall provide Tenant with a tenant improvement allowance (the "Allowance") of up to forty-two dollars and 50/100 (\$42.50) per gross leasable square foot of the Premises for an aggregate Allowance not to exceed \$612,893.00, which shall be disbursed upon the conditions, and in accordance with the provisions of Exhibit E hereto. The Allowance shall only be used for purposes of Tenant making its Initial Improvements to the Premises to enable Tenant to use of the Premises for, and in accordance with, the Permitted Use. The provisions of Exhibit E hereto

supersede the provisions of Section 11 (b) relative to performing the Alterations consisting of the Initial Improvements to the Premises.

(b) Tenant shall not make, or suffer to be made, any alterations, additions or improvements (singularly and collectively "Alterations") to the Leased Premises, or any part thereof, without the written consent of Landlord having been first had and obtained, which consent shall not be subject to the provisions of this Section 11(b). Tenant agrees that all Alterations of whatsoever kind or nature made to the Leased Premises, other than equipment, furniture and movable fixtures, shall belong to and become the property of the Landlord upon the expiration of the Lease Term or sooner termination thereof, unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Leased Premises to their condition as of the date of Landlord's delivery of possession of the Leased Premises to Tenant, at Tenant's expense. The right of the Tenant to remove such equipment, furniture or movable fixtures is conditioned, however, upon Landlord's agreement, and Tenant hereby agrees to repair any damages to the Leased Premises caused by such removal. Landlord will not unreasonably withhold, condition or delay its consent to any Alterations provided and upon the condition that all of the following conditions shall be satisfied: (i) the Alterations do not affect the outside appearance of the building of which the Leased Premises is a part; (ii) the Alterations are nonstructural and do not impair the strength of the building of which the Leased Premises is a part or any part thereof; (iii) the Alterations are to the interior of the Leased Premises and do not affect any part of the building of which the Leased Premises is a part outside of the Leased Premises; (iv) the Alterations do not affect the proper functioning of the heating, ventilating and air conditioning ("HVAC"), mechanical, electrical, sanitary or other utilities, systems and services of the Leased Premises; (v) Landlord shall have approved the final plans and specifications for the Alterations and all contractors who will perform them; (vi) Tenant pays to Landlord (aa) a fee for Landlord's indirect costs, field supervision or coordination in connection with the Alterations equal to ten percent (10%) of the estimated cost of the Alterations, and (bb) the actual and customary costs and expenses incurred by Landlord in reviewing Tenant's plans and specifications and inspecting the Alterations to determine whether they are being performed in accordance with the approved plans and specifications and in compliance with Applicable Laws, including, without limitations the reasonable fees of any architect or engineer employed by Landlord for such purpose; (vii) before proceeding with any Alteration which will cost more than \$50,000.00, Tenant obtains and delivers to Landlord, at Landlord's option, either: (cc) a performance bond and a labor and materials payment bond for the benefit of Landlord, issued by a corporate surety licensed to do business in Utah, each in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the Alterations and in form reasonably satisfactory to Landlord, or (dd) such other security as shall be reasonably satisfactory to Landlord; (viii) before proceeding with any Alteration, Tenant shall have provided Landlord with all building permits and/or other permits or licenses required for such Alteration; and (ix) before proceeding with any Alteration, Tenant shall have provided Landlord with certificates of insurance from a company or companies approved by Landlord from Tenant's contractor for combined single limit of bodily injury and property damage insurance covering comprehensive general and automobile liability, including completed operations coverage part, in an amount of not less than two million dollars (\$2,000,000.00) per occurrence and endorsed to show Landlord as an additional named insured, and for worker's compensation insurance in favor of Tenant's contractor as required by law (provided, however, nothing in this Section 11(b) shall release

Tenant of its other insurance and indemnity obligations under this Lease). Unless all of the foregoing conditions are satisfied, Landlord shall have the right to withhold its consent to the Alterations in Landlord's sole and absolute discretion. The foregoing provisions of this Section 11(b) shall not apply to any Alterations, other than any Alterations to the front exterior of the Leased Premises that shall at all times require Landlord's prior written consent no matter the cost of such Alterations, which consent shall not be unreasonably withheld, conditioned or delayed, that are (ee) non-structural Alterations costing less than \$10,000.00 in any one instance which do not affect electrical, plumbing, mechanical and/or fire-life safety systems of building of which the Leased Premises is a part; (ff) minor decorations of the Leased Premises such as wall hangings, (gg) painting of interior walls, (hh) installation of new carpeting or other flooring (subject to the last sentence of Section 9 above), (jj) movable partitions, nor (kk) for the installation of furnishings, except that should any Alterations permitted in this sentence require building permits and/or other permits or licenses, same shall be obtained by Tenant notwithstanding the fact that Landlord is not required to approve such Alterations. Alterations shall comply with all Applicable Laws. Tenant, at its expense, shall obtain all necessary permits and certificates for the commencement and performance of Alterations and for final approval thereof upon completion, shall deliver copies of such permits and certificates to Landlord promptly following the issuance thereof and shall cause the Alterations to be performed in compliance therewith and with all applicable insurance requirements, and in a good, first-class and workmanlike manner. Tenant, at its expense, shall diligently cause the cancellation or discharge of all notices of violation arising from otherwise connected with Alterations (including the Initial Improvements), or any other work, labor, services or materials done for or supplied to Tenant or Tenant's affiliates, or by any person claiming through or under Tenant or Tenant's affiliates. Alterations shall be performed so as not to interfere with any other tenant in the Shopping Center, cause labor disharmony therein, or delay or impose any additional expense on Landlord in the construction, maintenance, repair or operation of the Shopping Center. Throughout the performance of the Alterations, Tenant, at its expense, shall carry, or cause to be carried, in addition to insurance described in Section 22 such other insurance as Landlord may reasonably require, with insurers reasonably satisfactory to Landlord. Tenant shall furnish Landlord with satisfactory evidence that such insurance is in effect at or before the commencement of the Alterations and, upon request, at reasonable intervals thereafter until completion of the Alterations.

(c) Tenant shall promptly pay all of Tenant's contractors and materialmen and shall do any and all things necessary to avoid the possibility of a lien attaching to the Leased Premises or to any or all of the Shopping Center, and if any such lien should be filed by reason of any act or omission of Tenant, then Tenant shall discharge the same of record within thirty (30) days thereafter at Tenant's expense. In the event that Tenant shall not, within thirty (30) days following the imposition of any such mechanic's or materialmen's lien, cause such lien to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause such lien to be released by such means as Landlord shall deem proper, including payment of or defense against the claim giving rise to such lien. All sums paid by Landlord and all expenses incurred by it in connection therewith, including, but not limited to attorneys' fees, shall create automatically an obligation of Tenant to pay an equivalent amount to Landlord as rent on Landlord's demand therefor, together with interest at the maximum rate per annum then permitted by law until paid to

Landlord. Tenant shall give Landlord adequate opportunity, and Landlord shall have the right at all times, to post notices of nonresponsibility if provided for in the mechanics' lien laws of the State. In addition, Tenant within five (5) days after any final judgment which may be recovered against Tenant or the Leased Premises in any action or litigation ensuing by reason of Tenant's contest of such lien or claim of lien, shall pay the same and fully discharge the Leased Premises and improvement from such lien and judgment, or in the event Tenant appeals any judgment rendered against it or the Leased Premises, provided Tenant shall forthwith upon the rendering of such judgment furnish an appeal bond or otherwise cause a stay of execution of such judgment, pending final determination of such appeal.

12. ABANDONMENT.

Tenant shall not vacate or abandon the Leased Premises at any time during the term hereof; and if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law or otherwise, it shall be a material default under this Lease, and any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of Landlord, and Landlord may store the same in the name and at the cost of the Tenant and dispose of such abandoned property as permitted by State law. The term "abandoned" as used herein includes vacation of the Leased Premises by Tenant (or any consented to Transferee of Tenant if applicable) for a period of more than six (6) consecutive business days.

13. UTILITIES AND SERVICES.

Tenant agrees to pay, prior to delinquency, all charges and/or assessments for gas, electricity, sewage, water, heating, air conditioning, trash handling and telephone service or other services, including but not limited to the monthly monitoring of the security system, if any, which may be used or consumed in the Leased Premises. Tenant shall cause electricity, water and gas utility services to be separately metered to the Leased Premises and Tenant shall establish service for such utilities in Tenant's name, provided, however, if said utility services or other such utility services used or consumed in the Leased Premises are not separately metered or otherwise apportioned as set forth in this Lease, Tenant shall pay its Proportionate Share (as defined in Section 17, below) of such utility charges, with the method of reimbursement to be determined by Landlord. Landlord may cease to furnish any one or more of said utilities or services to Tenant without liability for the same, and no discontinuance of any utilities or services shall constitute constructive eviction.

Tenant shall supply, at its sole cost and expense, janitorial service for the Leased Premises, to maintain the Leased Premises in a clean first class condition. Tenant shall assure that its janitorial service provider complies with the Rules and Regulations (attached hereto as Exhibit F).

14. MAINTENANCE AND REPAIR.

(a) Landlord Repairs and Maintenance. Landlord, as a component of the Operating Costs, except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, or invitees in which event Tenant shall repair the damage, shall

maintain in good condition and repair the foundations, the roof (excluding interior ceilings), structural components of the Building, electrical conduit and cabling to the point of connection to the Leased Premises, plumbing and gas conduit to the point of connection to the Leased Premises and exterior surfaces (including painting and patching) of the exterior walls of the Building, but excluding doors, door frames, door checks and store fronts, interior sheetrock, partitions, wall coverings, plate glass, window and window frames. Except as specifically provided above, Landlord shall not be called upon to make any improvements or repairs in or upon the Leased Premises during the Lease Term, it being the intention that this Lease shall be what is commonly referred to as a "triple net lease," Tenant being responsible for all maintenance and repair expenses of every kind and nature, including capital expenses.

(b) Tenant Repairs and Maintenance. Tenant shall at all times during the term hereof, and at Tenant's sole cost and expense, keep the Leased Premises (including all entrances and vestibules) and all partitions, plate glass, window and window frames and moldings, walls, ceiling, floors, glass, store fronts, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating, electrical, plumbing, ventilation, HVAC and air conditioning fixtures and systems, air distribution systems, motors, controls, grills, thermostats, filters, air handling units security system, plumbing, pipes, sewer and utility lines, electrical wiring and conduits and other mechanical equipment and appurtenances) and all parts of the Leased Premises, in good order, condition and repair and clean, orderly, sanitary and safe, damage by unavoidable casualty excepted. Without limiting the foregoing, Tenant assumes all risks from breakage of glass on the Leased Premises and will promptly replace all such breakage at its own expense. If replacement of equipment, fixtures and appurtenances thereto is necessary, Tenant shall replace the same with new and/or completely reconditioned equipment, fixtures and appurtenances, and repair all damages done in or by such replacement. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to periodically inspect, adjust, clean and repair such systems, including changing filters on a quarterly basis. Tenant shall promptly furnish a copy of each inspection and service report to the Shopping Center manager. If Tenant fails to perform its obligations hereunder, Landlord, without notice may, but shall not be obligated to, perform Tenant's obligations or perform work resulting from Tenant's acts, actions or omissions and add the costs of the same to the next installment of Minimum Monthly Rent and/or Additional Rent due hereunder. Without limiting the foregoing provisions of this Section 14(b), Tenant shall completely repaint and recarpet the Premises no less than every five Lease Years.

Tenant shall also at its sole cost and expense be responsible for any alterations or improvements to the Leased Premises necessitated as a result of the requirement of any municipal, state or federal authority. If applicable, Tenant shall install and maintain in good working order at all times devices as necessary to ensure that the sewage and drainage system shall not have stoppages. In the event of stoppages created by Tenant's operations, Tenant shall pay or reimburse Landlord for the cost of clearing such stoppages. Tenant shall make any repair or replacement necessary, at its sole cost and expense, for any and all damages caused by a forced entry or attempted forced entry. If Tenant's use of the Leased Premises requires the use of a grease trap, Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, clean and repair such grease trap at such intervals as may be required by Tenant's use, but in no event less frequently than once per month. Tenant shall promptly furnish

a copy of the inspection and service report to Landlord and to the Shopping Center manager.

Tenant shall undertake all necessary repairs and maintenance to maintain the Leased Premises in a first class condition and Tenant agrees on the last day of the Lease Term or sooner termination of the Lease Term of this Lease to surrender the Leased Premises in a first class condition. Tenant shall not defer needed and reasonably necessary items of maintenance and repair in the final months of the Lease Term of this Lease, but shall perform the same throughout and including the last day of the Lease Term, so that when possession is returned to Landlord, Landlord will not have to perform repairs and maintenance that should have been taken care of by the Tenant under its duty to maintain and make repairs to the Leased Premises.

Tenant further covenants and agrees that Landlord may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform any work therein (i) which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the insurance commissioner or Landlord's Insurance Carrier or of any similar body, if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord, or (ii) which Landlord may deem necessary to prevent waste or deterioration in connection with the Leased Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord, or (iii) which Landlord may deem necessary to perform construction work incidental to any portion of the Shopping Center adjacent to, above, or below the Leased Premises. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which under any provision of the Lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Minimum Monthly Rent or Additional Rent.

15. SECURITY MEASURES.

Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of security service for Tenant's business at the Leased Premises, but rather only generally security service of the Common Areas. Tenant does hereby acknowledge that Landlord shall have no obligation to maintain security service for Tenant's business in the Leased Premises. Tenant acknowledges and agrees that it shall provide its own security service for its conduct of its business within and without the Leased Premises as Landlord directs Tenant from time to time. Tenant assumes all responsibility for the protection of the Leased Premises, Tenant, its agents and invitees and their property from the acts of Tenant, Tenant's agents, invitees and other third parties.

16. COMMON AREA.

All Common Area (as defined below in this Section 16) shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may have delegated or assigned to exercise such management or control, in whole or in part, in Landlord's place and stead. In no event shall Tenant have the right to sell, solicit, market, organize or hold any events that are permissible under the Permitted Use in any manner outside of the Leased Premises and in any of the Common Area, unless approved and authorized in writing in the sole and absolute

discretion of Landlord. The foregoing notwithstanding, Tenant desires to hold certain events outside the Leased Premises located in the Common Area directly adjacent to the Leased Premises and Landlord acknowledges Tenant's desire to hold events in the Common Area. Tenant shall request the use of such Common Area space by submitting a written request to Landlord at least fifteen (15) days prior to the date of Tenant's anticipated event, detailing the event and the anticipated use. Landlord shall approve or disapprove of the foregoing request in Landlord's sole and absolute discretion within ten (10) days of Landlord's receipt of Tenant's written request.

The "Common Area" is that part of the Shopping Center designated by Landlord from time to time for the common use of all Tenants, and their employees, customers and invitees, including, among other facilities, access roads, on-site and off-site sewer and utility lines servicing the Shopping Center, driveways, retaining walls, landscaped areas, truck service ways or tunnels, pedestrian walkways, courts, stairs, ramps, sidewalks, storage areas, comfort and first aid stations, wash rooms and parcel pickup stations, parking areas, curbs, loading docks and areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, elevators, escalators, and other areas and improvements provided by Landlord for the common use of all Tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine. "Common Area" also includes all areas, space, equipment, and special services for parking and ingress and egress, and/or for the common and joint use and benefit of the occupants of the Shopping Center as Landlord may in the future designate, and may change at any time during the term hereof. Landlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using the Common Area, including, but not limited to: making alterations and/or additions thereto; closing off parts of the Common Area, reducing the size thereof; changing the location, dimensions, identity and type of any building in the Shopping Center; making alterations and/or additions to, and/or constructing additional buildings or additional stories on existing buildings or other improvements in the Shopping Center; eliminating buildings from the plan shown on Exhibit "A" locating or relocating driveways, entrances, exits, automobile parking spaces; constructing surface, sub-surface or elevated parking areas and facilities; establishing and from time to time changing the level or grade of parking surfaces; enforcing parking charges (by meters or otherwise) with appropriate provisions for ticket validating; changing the direction and flow of traffic, and doing and performing such other acts in and to said Common Areas as Landlord in its sole discretion, deems advisable for the use thereof by Tenants and their customers, all without any abatement of Minimum Monthly Rent or Additional Rent owed by Tenant under this Lease. Landlord further reserves the right to design and decorate any portion of the Shopping Center as it desires, but the general character of the Shopping Center shall not be substantially changed.

In the event of any conflict between the land and improvements designated by Landlord, from time to time, to be included within the definitions of Shopping Center and/or Common Area, and that shown on Exhibit "A", Landlord's designation shall control.

Landlord hereby grants to customers, patrons, vendors, employees, agents and invitees of Tenant, and approved sub-Tenants and concessionaires of Tenant, a non-exclusive license to use

parking areas in the Shopping Center for the use of parking motor vehicles during the Lease Term, subject to rights reserved to Landlord as hereinafter contained. Landlord reserves the right at any time and from time to time to grant similar non-exclusive use to other Tenants; to adopt reasonable rules and regulations relating to the use of the Common Areas including parking and no parking areas, and any part thereof; to make changes in parking layout from time to time; to withdraw property from parking use provided adequate customer parking is maintained as reasonably determined by the Landlord; to close any portion of such parking area to such extent as, in the reasonable opinion of Landlord or Landlord's counsel, may be legally sufficient to prevent a dedication thereof or accrual of any right to any person or the public therein, or to close temporarily any portion of the parking areas or facilities; and to do and perform any other acts in and to such areas and improvements thereon as Landlord in its reasonable judgment determines to be advisable in connection with the operation of the Shopping Center.

It is understood that the Tenant, owners of Tenant (if Tenant is not an individual), and Tenant's employees, agents, vendors, or concessionaires shall not be permitted to park their automobiles in the automobile parking areas of the Common Area which may from time to time be designated for patrons of the Shopping Center, and shall park in those areas designated as employee parking. Landlord at all times shall have the right to designate the use of a particular parking area for such parking, and any such designation may be changed from time to time. If a vehicle of the Tenant, an owner of Tenant, Tenant's employee, agent, vendor, or concessionaire is parked outside any area designated by Landlord for employee parking, Tenant authorizes Landlord to cause such vehicle to be towed from the Shopping Center, and Tenant shall reimburse Landlord for the cost thereof upon demand, and otherwise indemnify, defend and hold Landlord harmless with respect thereto.

17. ADDITIONAL RENT.

Except as otherwise set forth herein, for purposes of this Lease, "Proportionate Share" shall be defined as the proportion that the total square feet of the Gross Leasable Area of the Leased Premises bears to the total square feet of Gross Leasable Area of the Shopping Center.

In addition to the maintenance and repair obligations set forth in Section 14 above, and the Minimum Monthly Rent heretofore specified, Tenant shall pay to Landlord further "Additional Rent" as follows:

(a) Tenant's Proportionate Share of the Operating Costs of the Common Area in the Shopping Center. "Operating Costs" shall mean the total costs and expenses incurred by Landlord because of or in connection with the ownership, operation, maintenance, repair, improvement, replacement, or restoration of the Common Area, including, without limitation: repaving and re-striping of the parking area; maintenance of on-site and off-site sewer and utility lines; maintenance of appurtenant easements; gardening and landscaping; water and utility charges; alterations due to changes in the law; costs of all insurance obtained by Landlord, including but not limited to public liability insurance, umbrella insurance, rental income and property damage insurance, whether or not Landlord is required to carry such insurance pursuant to this Lease; cleaning; sweeping; replacements; repairs; lighting, including bulbs, poles and fixtures; sanitary control and sewer charges; removal of snow, ice, debris, trash, rubbish, garbage and other refuse; obtaining and operating public transportation or shuttle bus systems, including

off-site parking costs, as used in connection with bringing customers to the Shopping Center, whether or not required by any environmental or other laws, rules, regulations, guidelines, or orders; installing and operating music program services and loudspeaker systems; the cost of personnel, including, without limitation, security, janitorial, property management personnel, parking and maintenance personnel (including, without limitation, the payroll taxes and employee benefits of such personnel); police protection, security and security patrol; fire protection; regulating traffic; inspecting, repairing and maintaining of machinery and equipment used in the operation of the Common Area, including the Shopping Center HVAC and utility systems and other heating, ventilation and air conditioning machinery and equipment; purchase price or depreciation of the cost of machinery and equipment, if purchased, or the rental fees for machinery and equipment, if leased; providing heating, ventilating and air conditioning to the interior Common Areas; cost and expense of inspecting, maintaining, repairing and replacing storm and sanitary drainage systems, including disposal plants and lift stations; sprinkler and other fire protection systems; electrical, gas, water, telephone and irrigation systems; seasonal décor; flagpoles; fireplaces; fountains; bicycle racks; center identification signs; directional signs; cost and expense of maintaining and operating signs relating to the Shopping Center, whether owned or rented by Landlord and whether or not located on the Shopping Center; reasonable reserves for anticipated expenditures; the cost and expense of maintaining, repairing and replacing the enclosed mall and the exterior of the buildings in the Shopping Center, including, but not limited to floors, floor coverings, canopies, skylights, benches, fire exists, doors and hardware, windows, glass and glazing, escalators, elevators, walls, wall coverings, paint, and stairs; the cost and expense of installing, maintaining and repairing burglar or fire alarm systems in the Shopping Center, including any utility systems in connection with the foregoing systems and Landlord may include as Operating Costs, the amortized portion of any capital improvements to the Shopping Center (amortized over the useful life if the capital improvements with interest thereon at the rate of 6% per annum) plus any capital improvements to the Shopping Center that are reasonably intended to reduce Operating Costs, amortized over a "simple payback period". "Simple payback period" is defined by the length of time, expressed in months, obtained by dividing the aggregate costs of any such capital improvement, by the projected annual savings (by way of example: if the aggregate costs of such capital improvements are \$200,000 and the projected annual savings are \$50,000, then the simple payback period for such capital improvement is forty-eight (48) months).

In no event shall any of the following be included in Operating Costs: (i) utilities which are separately metered and paid for by particular tenants in the Shopping Center (including Tenant); (ii) welfare, retirement, vacation, holiday and other paid absences, fringe benefits and salaries of executives or employees of Landlord above the level of property manager; (ii) interest, fines and penalties, except to the extent such interest, fines and penalties arise out of or in connection with any act or omission of Tenant (in which case Tenant shall pay Landlord the entire amount of such interest, fines and penalties); (iv) bad debts loss, rent loss or reserves for bad debts or rent loss; (v) costs incurred in connection with tenant improvement work performed by Landlord within the premises of any other tenant in the Shopping Center; (vi) other costs and expenses incurred in connection with leasing space in the Shopping Center, including leasing commissions; (vii) repairs and replacements to the extent effected at no costs to Landlord pursuant to warranties, guaranties or insurance; (viii) damage and repairs to the extent Landlord received insurance proceeds under any insurance policy carried by Landlord; (ix) repairs and

replacements for which Tenant or other tenants in the Shopping Center are obligated to pay, except to the extent of costs actually incurred by Landlord in connection with such repairs and replacements; (x) costs of capital improvements (other than explicitly set forth above); (xi) depreciation and amortization of any improvements within the Shopping Center (other than explicitly set forth above) or any debt of Landlord; (xii) rental costs for items which, if purchased, would have constituted capital improvements; (xiii) costs associated with the financing or refinancing of the Shopping Center; (xiv) mortgage payments payable by Landlord; and (xv) court costs and legal fees incurred in connection with disputes with any other tenants other than legal fees incurred to collect Operating Costs.

(b) Tenant's Proportionate Share of Landlord's costs of maintenance and repair as provided in Section 14(a).

(c) Tenant's Proportionate Share of Impositions, as provided in Section 6.

(d) Tenant's Proportionate Share of Landlord's costs of insurance as provided in Section 22 or, if applicable, the entire amount of insurance procured by Landlord for Tenant as provided in the second paragraph of Section 22(c).

(e) Tenant's Proportionate Share of utilities as provided in Section 13.

(f) Tenant's Proportionate Share of the amount Landlord spends in advertising the Shopping Center to the public.

(g) Ten percent (10%) of all the foregoing costs listed in subparagraphs (a) to (f) inclusive to cover Landlord's administrative and overhead expenses.

(h) Tenant's Proportionate Share of Landlord's or third parties' expenses for property management, accounting, bookkeeping, and collection services, such sums not to exceed rates comparable to those charged for similar services in comparable projects in the same geographic area.

(i) In addition to the foregoing items listed in subparagraphs (a) through (h) above, Additional Rent shall also include such other items set forth in this Lease denominated as "Additional Rent".

Upon the earlier to occur of the Lease Commencement Date, or the date on which Tenant opens for business in the Leased Premises, Landlord shall submit to Tenant a statement of the estimated monthly Additional Rent for the period between such date and the following January, and Tenant shall pay this Additional Rent on a monthly basis concurrently with the payment of the Minimum Monthly Rent. Tenant shall continue to make such estimated monthly payments until notified by Landlord of a change thereof. By May 1st of each year, Landlord shall endeavor to give Tenant a statement showing the total actual Additional Rent for the prior calendar year and Tenant's Proportionate Share thereof, prorated for any partial year, if applicable. In the event the total of the estimated monthly Additional Rent payments which Tenant paid for the prior calendar year is less than Tenant's actual Proportionate Share of such Additional Rent, then

Tenant shall pay the difference in a lump sum with the Minimum Monthly Rent next coming due. Any overpayment by Tenant shall be credited toward the monthly Additional Rent next coming due. Also by May 1st of each year a budget estimating the Additional Rent for the then current year shall be prepared by Landlord, and shall be used for purposes of calculating the estimated monthly Additional Rent due for the then current year. Upon Tenant's receipt of the estimated monthly Additional Rent for the then current year, Tenant shall pay the new estimated Additional Rent on a monthly basis concurrently with the payment of the Minimum Monthly Rent and also pay any deficiency in the amount theretofore paid for the then current year compared to what should have been paid according to the estimated monthly Additional Rent for the then current year. In any year in which re-surfacing of the parking area or re-roofing is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated Additional Rent for such year. Even though the Lease Term has expired and Tenant has vacated the Leased Premises, when the final determination is made of Tenant's Proportionate Share of the Additional Rent for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Additional Rent previously paid and/or conversely, any overpayment made shall be immediately rebated by Landlord to Tenant. Failure of Landlord to submit statements as called for herein shall not be deemed a waiver of Tenant's obligation to pay any increases in the above amounts, however, the obligation to pay any such increased amounts shall be postponed until Landlord has submitted the statement, and Tenant shall have ten (10) days thereafter to tender the aggregate amount of any underpayment to Landlord.

Not more frequently than once each calendar year, Tenant shall have the right to audit and inspect the books and records of Landlord with respect to any Operating Costs or other costs or items which are passed through to Tenant (including taxes and insurance charges) subject to provisions of this Section. Such right of audit and inspection shall include a review of Landlord's allocation of such expenses and its compliance with this Lease. Such examination shall be made at the office where Landlord keeps such records during normal business hours within a reasonable time and Landlord received a written request from Tenant to make such examination and shall be performed on a non-contingency basis by a certified public accountant at Tenant's sole cost and expense. Any request for examination concerning any calendar year may be made no more than one hundred twenty (120) days after the date of Landlord's statement given to Tenant therefor, and thereafter any such right of audit for such calendar year shall expire. As a condition to performing any such examination, Tenant and its examiners shall, if required by Landlord, execute and deliver to Landlord an agreement, in form reasonable acceptable to Landlord, agreeing to keep confidential any information which it discovers about Landlord in connection with such examination, except for disclosures required by law, court order or regulatory authorities, or to Tenant's attorneys, accountants, auditors or potential purchasers of Tenant. If the results of the audit show an overage to Tenant of more than five percent (5%) of the actual amount owed by Tenant, then Landlord shall pay the reasonable costs of such audit, and Landlord shall credit against future Minimum Monthly Rent to Tenant any overage of such items discovered by the audit within thirty (30) days of completion of such audit.

18. ASSETS OF TENANT.

To secure the performance of Tenant's obligations under this Lease, Tenant hereby

grants to Landlord a security interest in, and an express contractual lien upon, all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, chattels and personal property that are in or upon the Leased Premises, and all after-acquired property, replacements and proceeds. Landlord is authorized to prepare and file financing statements signed only by Landlord (as secured party) covering the security described above (but Tenant hereby agrees to sign the same upon request). Upon an Event of Default under this Lease by Tenant as defined in Section 31 hereof, any or all of the Tenant's obligations to Landlord secured hereby shall, at Landlord's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Landlord under this Lease and the law, including the right to a judicial foreclosure, Landlord shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State. Landlord's security interest shall be subordinate to the lien or security interest of any vendor or lessor of equipment or chattels upon the Leased Premises or of any lender taking or succeeding to a purchase money security interest thereon, and upon Tenant's written request, if no default exists hereunder, Landlord shall execute Landlord's standard instrument confirming such subordination. Should Tenant or Tenant's lender require modifications to such instrument, Tenant shall pay Landlord's legal fees. This security agreement and the security interest hereby created shall survive the termination of this Lease, until all of Tenant's obligations to Landlord under the Lease have been fully paid and satisfied. Despite the survival of the security interest beyond termination, Tenant does not waive or in any way modify Utah law pertaining to the statute of limitations for enforcing such an interest. The above-described security interest and lien are in addition to and cumulative of the Landlord's lien provided by the laws of the State. Notwithstanding the foregoing, any conflict between the above terms and Utah law or procedure will be resolved in favor of Utah law or procedure, as required, including those sections of the Uniform Commercial Code, as adopted in Utah.

19. INTENTIONALLY DELETED.

20. ENTRY BY LANDLORD.

Landlord reserves and shall have, at any and all reasonable times and with reasonable verbal or written notice during business hours, excepting emergencies, the right to enter the Leased Premises to inspect the same. Tenant agrees that twenty four (24) hours' notice is reasonable. In addition, during any apparent emergency, Landlord or its agents may enter the Leased Premises forcibly without liability therefore and without in any manner affecting Tenant's obligations under this Lease. Tenant agrees to allow "for lease" signs of reasonable size to be placed and remain upon the exterior front of the Leased Premises during the last one hundred eighty (180) days of the Lease Term. Nothing herein contained, however, shall be deemed to impose upon Landlord any obligation, responsibility or liability whatsoever, for any care, maintenance or repair except as otherwise herein expressly provided.

21. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

Tenant shall not use the Leased Premises or permit anything to be done in or about the Leased Premises or the Shopping Center which will in any way conflict with any law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment (including

case law), decree, order or direction of any state, federal and local governmental or quasi-governmental authority, agency, department, board, panel or court (singularly and collectively "Applicable Laws"). Tenant shall, at its expense, promptly comply with all Applicable Laws. Tenant shall obtain and maintain in effect during the Lease Term all licenses and permits required for the proper and lawful conduct of Tenant's business, and shall at all times comply with such licenses and permits. The judgment of any court of competent jurisdiction or the admission of Tenant in any action or proceeding (whether Landlord is a party or not) that Tenant has violated any Applicable Laws shall be conclusive of that fact as between Landlord and Tenant.

Without limiting the foregoing, Tenant shall cause any contractors performing work on behalf of Tenant within the Leased Premises to pay prevailing wages to extent required by Applicable Laws, and to the complete exoneration from liability of the Landlord, with Tenant doing such work as may be required at its sole expense including, but not limited to, any regulations regarding hazardous or dangerous substances.

Without in any way limiting the generality of the foregoing obligations of Tenant, Tenant (i) shall be solely responsible for compliance with and shall make or cause to be made all such improvements and alterations to the Leased Premises (including, without limitation, removing such barriers and providing such alternative services) as shall be required by the Americans with Disabilities Act of 1990, 42 USC sections 12101 et seq., as the same may be amended from time to time, or by any similar or successor State or federal law and the rules promulgated thereunder, and (ii) agrees that it will not at any time use or occupy the Leased Premises in violation of the certificate of occupancy issued with regard to the Leased Premises.

22. INSURANCE.

Tenant shall, at its sole cost and expense, cause to be placed in effect immediately prior to the Delivery Date, and shall maintain in full force and effect during the Lease Term and any renewals or extensions thereof, the following insurance in companies satisfactory to the Landlord and licensed in the State and in the joint names of Landlord, Holders of Security Instruments (as defined below in Section 25), whose names have been provided by Landlord to Tenant and Tenant as insureds (or as additional insureds should Landlord so elect). The insurance carrier shall at all times during the Lease Term have a policyholder's rating of not less than "A/VII" in the most current edition of Best's Insurance Reports:

(a) Comprehensive commercial general liability insurance including, but not limited thereto automobile liability, personal injury, broad form contractual liability, owner's (i.e. Tenant's) contractor's protective and broad form property damage, and, if applicable, boiler and machinery and any other similar insurance covering the Leased Premises in an amount not less than \$1,000,000 per occurrence and \$2,000,000 for the general aggregate (per location) for bodily injury, personal injury and property damage. Any insurance required of Tenant under this Lease may be furnished by Tenant under a blanket policy carried by it. Such blanket policy shall contain an endorsement in the joint names of Landlord Landlord's Holders of Security Instruments (as defined below in Section 25), whose names have been provided by Landlord to Tenant and Tenant, reference the Leased Premises, and guarantee a minimum limit available for

the Leased Premises equal to the insurance amounts required in this Lease. The policy limits of the general liability insurance shall be reviewed and may be adjusted annually to a limit as recommended by the Landlord's insurance carrier. The commercial general liability insurance shall: apply severally to Landlord, Holders of Security Instruments (as defined below in Section 25), whose names have been provided by Landlord to Tenant and Tenant; cover each of them as if separate policies had been issued to each of them; not contain provisions affecting any rights which any of them would have had as claimants if not named as an insured; be primary insurance and not considered contributory, with any other valid and collectible insurance available to Landlord constituting excess insurance; and be endorsed as necessary to cover the foregoing requirements.

(b) In addition, Tenant shall, during the entire term of this Lease, keep in full force and effect the following policies of insurance:

- | | | |
|-----|-----------------------|------------------------------|
| (1) | Workers' Compensation | Statutory Requirements |
| | Employer's Liability | Not less than \$2,000,000.00 |

(2) "Causes of Loss -- Special Form" coverage including an agreed amount endorsement and endorsements for earthquake and flood coverage (if required by Landlord), sprinkler leak coverage, and such endorsements and supplemental coverages as Landlord may require from time to time. This insurance coverage must be upon the Leased Premises and all property owned by Tenant, for which Tenant is legally liable, which Tenant is obligated to repair and restore hereunder, and/or which was installed at the expense of or at the request of Tenant, including but not limited to, any Tenant Alterations including the Initial Improvements, furniture, fixtures, equipment, installations, inventory and any other personal property of Tenant, in an amount not less than their full replacement value. Landlord shall be named as a Loss Payee. All proceeds of this insurance shall only be used for the repair and replacement of property so insured (including, without limitation repair and replacement of the Initial Improvements); Tenant hereby assigns to Landlord all its rights to receive any proceeds of such insurance policies attributable to any Alterations including the Initial Improvements) if this Lease is terminated due to damage or destruction. Such insurance shall include loss of income, business interruption and extra expense insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings and incurred costs attributable to the perils commonly covered by Tenant's property insurance described above with a minimum of six (6) months of loss of earnings coverage.

(3) Liquor Liability Insurance: If Tenant sells alcohol at the Leased Premises, Tenant shall maintain "dram shop" or liquor liability insurance in the same amount(s) required hereunder for Commercial General Liability.

(c) Tenant shall provide copies of the insurance policies, appropriately authenticated by the insurer, as set forth in subparagraphs (a) and (b) above (or insurance certificates should Landlord so elect). Such copies or certificates shall be furnished to Landlord upon execution of this Lease. The policies or certificates shall contain a provision that the insurer will not cancel or refuse to renew the policies, or change in any material way the nature or extent of the coverage provided by such policies without first giving the Landlord thirty (30) days prior written notice by certified or registered mail, return receipt requested. Thirty (30) days prior to expiration of any policies of

insurance carried by Tenant, Tenant shall provide proof of continuing coverage.

In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the durations specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord upon demand, as Additional Rent, all sums so paid by Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of the Landlord under this Lease. Failure of the Tenant to take out or maintain the insurance policies hereinabove described or to pay the premiums thereon or reimburse the Landlord when due shall carry with it the same consequences as failure to pay any installment of Minimum Monthly Rent.

(d) Landlord shall, during the Lease Term, subject to Landlord's right to recoup Tenant's Proportionate Share of such costs, as more specifically set forth in Section 17, keep the Leased Premises insured (except for insuring the Initial Improvements which Tenant shall insure as provided in Section 22(b)(2) above) for the benefit of Landlord, for its full replacement value against loss or damage by fire, including a broad form endorsement. Without limiting the foregoing obligations, Landlord may procure such insurance as is (i) required by a Holders of Security Interests (as defined in Section 25, below), and/or (ii) customary or prudent to be maintained by owners and landlords of similar shopping centers.

23. WAIVER OF SUBROGATION.

Landlord and Tenant hereby waive all rights to recover against each other or against any other tenant or occupant of the Shopping Center, or against the officers, directors, shareholders, managers, members, partners, joint venturers, employees, agents, customers, invitees or business visitors of each other or of any other tenant or occupant of the Shopping Center, for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Lease or any other insurance actually carried by each of them to the extent a party makes a recovery pursuant to such insurance policy(ies). Landlord and Tenant will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Building in which the Leased Premises are located or the Leased Premises or the contents of either of them. Tenant will cause all Transferees of the Leased Premises claiming by, under or through Tenant to execute and deliver to Landlord a waiver of claims similar to the waiver in this paragraph and to obtain such waiver of subrogation rights endorsements.

24. SURRENDER.

Upon the expiration of the Lease Term hereof or the earlier termination hereof and the leasehold interest created hereby and subject to Landlord's security interest and lien rights set forth herein, Tenant shall remove its interior and exterior signs and all of its movable trade fixtures, equipment, and personal property from the Leased Premises and fully repair and/or restore all damage thereto resulting from such removal, and Tenant shall thereupon surrender the Leased Premises in the same condition as they were on the date on which Landlord delivered possession

of the Leased Premises to Tenant, reasonable wear and tear excepted (provided that the immediately preceding clause shall not contravene Tenant's maintenance requirements as set forth in Section 14(b) above). Tenant shall, upon surrender, furnish a certification by a qualified company that all mechanical equipment in the Leased Premises is in good working condition. All property of any kind not removed from the Leased Premises shall be deemed abandoned by Tenant and may be disposed of by Landlord in any manner Landlord desires, without any liability to Tenant. If the Leased Premises are not surrendered at the end of the Lease Term, then in addition to the provisions of Section 27, Tenant shall indemnify, defend, protect and hold harmless Landlord against any claims, demands, liabilities, losses, costs, lawsuits, judgments and expenses, including, but not limited to, attorneys' fees, resulting from delay by Tenant in surrendering the Leased Premises. In addition, Tenant shall pay Landlord upon demand the amount of any loss suffered by Landlord as a result of Landlord being unable to deliver the Leased Premises to any succeeding tenant due to Tenant's failure to timely surrender the Leased Premises to Landlord. No surrender of the Leased Premises shall release Tenant from obligations owed to Landlord under the lease which arose or accrued prior to the surrender.

Except as provided herein, no act or conduct of the Landlord, whether consisting of the acceptance of the keys to the Leased Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Leased Premises by the Tenant prior to the expiration of the Lease Term hereof, and such acceptance by the Landlord of the surrender by the Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by the Landlord.

25. SUBORDINATION; ESTOPPEL CERTIFICATE.

Without the necessity of any additional document being executed by Tenant for the purpose of effecting a subordination, this Lease is and shall be subject and subordinate to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Leased Premises or the Shopping Center and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust ("Holders") require in writing at any time that this Lease be superior thereto. Notwithstanding any provision of this Section 25 to the contrary, any Holder of any Security Instrument may at any time subordinate the lien of its Security Instrument to this Lease without obtaining Tenant's consent by giving Tenant written notice of such subordination, in which event this Lease shall be deemed to be senior to the Security Instrument in question. Notwithstanding the automatic subordination provided in this Section 25, Tenant shall, within ten (10) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument; provided, however, that at the request of Tenant made within five (5) days of any such Landlord request, Landlord shall use commercially reasonable efforts to obtain for the benefit of Tenant such Holder's standard non-disturbance agreement. Tenant hereby irrevocably authorizes Landlord to execute and deliver in the name of Tenant, as Tenant's attorney in fact, any such instrument or instruments if Tenant fails to do so within said ten (10) day period. The parties agree that Tenant's obligation to furnish such instrument in a timely fashion is a material inducement for

Tenant's execution of this Lease, and shall be an Event of Default (without any cure period that might be provided under Section 31 this Lease) if Tenant fails to fully comply herewith.

Tenant agrees from time to time, within ten (10) days after request of Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate (or offset statement) stating that this Lease is in full force and effect, that this Lease has not been modified (or stating all modifications, written or oral, to this Lease), the date to which Minimum Monthly Rent and Additional Rent has been paid, the un-expired portion of this Lease, that there are no current defaults by Landlord or Tenant under this Lease (or specifying any such defaults), that the leasehold estate granted by this Lease is the sole interest of Tenant in the Leased Premises and/or the land at which the Leased Premises are situated, and such other matters pertaining to this Lease as may be reasonably requested by Landlord or any mortgagee, beneficiary, purchaser or prospective purchaser of the building of which the Leased Premises is a part or Shopping Center or any interest therein. Failure by Tenant to execute and deliver such certificate shall constitute an acceptance of the Leased Premises and acknowledgment by Tenant that the statements included are true and correct without exception. If Tenant fails to execute and deliver such certificate within such ten (10) day period, Tenant hereby irrevocably authorizes Landlord to execute and deliver such certificate in the name of Tenant, as Tenant's attorney in fact, and Tenant agree that the information and statements contained in such certificate shall be binding on Tenant. Landlord and Tenant intend that any statement delivered pursuant to this Section may be relied upon by Landlord, any mortgagee, beneficiary, purchaser or prospective purchaser of the building of which the Leased Premises is a part or Shopping Center or any interest therein. The parties agree that Tenant's obligation to furnish such estoppel certificates in a timely fashion is a material inducement for Landlord's execution of this Lease, and shall be an Event of Default (without any cure period that might be provided under Section 31 of this Lease) if Tenant fails to fully comply or makes any material misstatement in any such certificate.

At the request of Landlord from time to time, Tenant shall provide to Landlord Tenant's and any guarantor's current financial statements or other information discussing financial worth of Tenant and any guarantor, which Landlord shall use solely for purposes of this Lease and in connection with the ownership, management, financing and disposition of Landlord's interest in the Shopping Center.

26. ATTORNEYS' FEES.

In the event of the bringing of any action by either party hereto as against the other hereon or hereunder or by reason of the breach of any covenant or condition on the part of the other party or arising out of, involving or relating in any way to this Lease, then and in that event the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party reasonable attorneys' fees and costs (including expert witness fees and costs) incurred at and in preparation for discovery (including depositions), arbitration, trial, appeal and review.

Should Landlord become a party defendant to any litigation concerning this Lease or any part of the Leased Premises by reason of any act or omission of Tenant or breach of this Lease by Tenant, its agents, employees or contractors and not because of any act or omission of the Landlord, then Tenant shall indemnify, protect, defend and hold Landlord harmless from all

claims, demands, liability, or loss by reason thereof and shall pay to Landlord all reasonable attorneys' fees and costs (including expert witness fees and costs) incurred by Landlord in such litigation.

In addition, Tenant shall reimburse Landlord for any attorneys' fees or costs reasonably incurred by Landlord in performing any of Tenant's duties or obligations under the terms of this Lease.

27. HOLDING OVER.

Should Tenant hold over following the expiration or earlier termination of the Lease Term hereby created with or without consent of the Landlord (it being agreed that there shall be no such holding over or occupancy without Landlord's prior written consent), the Lease Term shall be extended, at Landlord's option, on a month-to-month basis, with Minimum Monthly Rent due at one hundred twenty-five percent (125%) of the Minimum Monthly Rent paid in the last year of the Lease Term plus Additional Rent, hereinabove provided, and otherwise upon the covenants and conditions in this Lease contained, until either party hereto serves upon the other thirty (30) days written notice of termination, reciting therein the effective date of cancellation.

28. SALE BY LANDLORD.

In the event of a sale or conveyance by the Landlord of the Leased Premises, upon the execution of a written assumption by the purchaser of Landlord's obligations under this Lease, the same shall operate to release the Landlord from any liability arising thereafter out of any of the covenants or conditions, expressed or implied, herein contained in favor of the Tenant, and in such event, the Tenant agrees to look solely to the responsibility of the successor-in-interest of the Landlord in and to this Lease. If any security given by Tenant to secure the faithful performance of all or any of the covenants of this Lease on the part of the Tenant, Landlord shall transfer and/or deliver the security, as such, to the purchaser, and upon proper written notice to the Tenant, as provided by law, Landlord shall be discharged from any liability arising thereafter in reference thereto.

29. DAMAGE OR DESTRUCTION.

In the event of damage or destruction of the Leased Premises from an insured casualty, Landlord shall forthwith and with all due diligence repair the same and restore the Leased Premises to substantially the same condition in which it existed on the Delivery Date, at Landlord's cost and expense, and such damage or destruction shall in no way annul or void this Lease. Anything in this Section to the contrary notwithstanding, if any such damage or destruction to the Leased Premises is not covered by insurance, or cannot be repaired and the Leased Premises restored in the manner hereinabove set forth within two hundred seventy (270) days after the permits to repair such damage or destruction have been obtained, then this Lease may be terminated by the Landlord by sending notice in writing to the Tenant within ninety (90) days after the date of such damage and destruction, and following such notice this Lease shall be null and void and of no force and effect and the parties shall be relieved of all further liability hereunder. If this Lease is not thereby terminated, Landlord shall repair such damage and

destruction and restore the Leased Premises in the manner hereinabove set forth and Tenant shall re-install the Initial Improvements thereafter, using the insurance proceeds from the insurance Tenant is required to provide as set forth in Section 22(b)(2) plus Tenant's own funds if such insurance proceeds are not sufficient. The proceeds of the such insurance provided in Section 22(b)(2) shall be paid to Landlord and disbursed by Landlord as may be necessary to effect such payment. Minimum Monthly Rent only shall be reduced equitably based upon the degree to which Tenant's beneficial use and enjoyment of the Leased Premises or its business are interfered with, provided, however, Minimum Monthly Rent shall not be abated or reduced if: (i) the Premises or a portion thereof are rendered untenable due to damage or destruction for a period of five (5) consecutive days or less; or (b) the Premises or a portion thereof are rendered untenable because of acts or omissions of Tenant or Tenant's agents, employees or invitees. Anytime Landlord repairs or restores the Leased Premises after damage or destruction, then Tenant shall also after re-installation of the Initial Improvements promptly repair or replace its stock in trade, fixtures, furnishings, furniture, carpeting, wall covering, floor covering, drapes, equipment and Leased Premises to the same condition as they were in immediately prior to the casualty and, if closed, re-open for business. No abatement shall continue beyond the time when the interference no longer persists regardless of any delay by Tenant in resuming operation of its business.

In the event that destruction occurs and the destruction amounts to more than one-third (1/3) of the then replacement value of the Shopping Center, then Landlord by written notice sent to Tenant within ninety (90) days after the destruction occurs may elect to terminate this Lease forthwith.

Notwithstanding anything to the contrary contained herein, if the Leased Premises is wholly or partially damaged or destroyed within the final six (6) months of the then remaining Lease Term (as the same may theretofore have been extended pursuant to this Lease), and if as a result of such damage or destruction Tenant is, or reasonably will be, denied access or use of a material portion of the Leased Premises for the conduct of its business operations for a period of ninety (90) consecutive days (or such shorter period as is then remaining in the Lease Term), then Landlord or Tenant may, at its option, by giving the other notice no later than sixty (60) days after the occurrence of such damage or destruction, elect to terminate the Lease as to the affected portion of the Leased Premises, provided, however, should Tenant have available the First Option or Second Option, the Lease shall not be terminated if Tenant exercises such First Option or Second Option during said sixty (60) days, in the manner set forth in Section 2(b).

In the event that this Lease is terminated under the provisions of this Section 29, the entire proceeds of the Tenant's insurance, but not including any awards attributable to the loss of any trade fixtures or personal property of Tenant, shall belong to Landlord. Both parties shall execute such documents as the insurance company may require to effect the provisions of this paragraph.

Landlord and Tenant each hereby waive any statutory or common law right to terminate the Lease by reason of damage or casualty loss.

30. CONDEMNATION.

If title to all of the Leased Premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the Leased Premises is so taken that a reasonable amount of reconstruction of the Leased Premises will not result in the Leased Premises being reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Leased Premises are leased, then, in either event, this Lease shall terminate on the date that possession of the Leased Premises, or part of the Leased Premises, is taken.

If any part of the Leased Premises shall be so taken and the remaining part of the Leased Premises (after reconstruction of the then existing building in which the Leased Premises are located) is reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Leased Premises are leased, this Lease shall, as to the part so taken, terminate as of the date that possession of such part is taken, and the Minimum Monthly Rent shall be reduced in the same proportion that the Gross Leasable Area of the portion of the Leased Premises so taken (less any additions to Leased Premises by reconstruction) bears to the original Gross Leasable Area of the Leased Premises. Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the building in which the Leased Premises are located so as to constitute the portion of the Leased Premises a complete merchandising unit. During the period following such taking event until the repair or restoration of the Leased Premises, Tenant's payments for Minimum Monthly Rent and Tenant's Proportionate Share of Operating Expenses shall be reduced in the same proportion that the Gross Leasable Area of the portion of the Leased Premises so taken (less any additions to Leased Premises by reconstruction) bears to the original Gross Leasable Area of the Leased Premises.

All compensation awarded or paid upon a total or partial taking of the fee title of the Leased Premises shall belong to the Landlord, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or of the fee, Tenant not being entitled to any award for the value of this Lease; provided, however, that Landlord shall not be entitled to any award separately made to Tenant for depreciation to and cost of removal of stock and fixtures, the value of the appropriation of its trade fixtures and any amount included therein with respect to Tenant's removal or relocation costs or damages to Tenant's personal property.

31. DEFAULT.

The following events shall be deemed to be events of default (an "Event of Default") by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Minimum Monthly Rent or Additional Rent or any other amount due hereunder within five (5) days of the date when due.

(b) Tenant shall fail to comply with any term, provision or covenant of this Lease, or any amendment, addendum or exhibit hereto, other than as described in subsection (a) above, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; provided, that in the event such cure reasonably requires more than 10 days to complete, then Tenant shall not be in default if Tenant shall promptly commence the cure of such default and diligently pursue such cure to completion; provided, however, that Landlord shall be obligated to provide

Tenant such written notice of default or failure only a maximum of one (1) time during the Lease Year, and in the event of one (1) such default by Tenant during the Lease Year, the next default shall be an automatic default hereunder without any further obligations on the part of Landlord to provide notice thereof; provided further, that any such notice shall be in lieu of, and not in addition to, any notice otherwise required under Utah law.

(c) Tenant or any guarantor of Tenant's obligations under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant or any guarantor of Tenant's obligations under this Lease shall file or have filed against them a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or an order for relief relating to Tenant or any guarantor of Tenant's obligations under this Lease is granted in proceedings filed against Tenant or any guarantor of Tenant's obligations under this Lease thereunder.

(e) A receiver or trustee shall be appointed to take possession of all or a portion of the Leased Premises, or for all or substantially all of the assets of Tenant, or for any guarantor of Tenant's obligations under this Lease.

(f) This Lease or Tenant's interest herein or in the Leased Premises or any improvement thereon or any property of Tenant are executed upon or attached.

(g) The Leased Premises is occupied by any person or entity other than as expressly permitted under this Lease.

(h) A determination by Landlord that Tenant has submitted any false report required to be furnished hereunder.

(i) Anything done by Tenant upon or in connection with Leased Premises or the construction or any part thereof which directly or indirectly interferes in any way with, or results in a work stoppage in connection with, construction of any part of the Shopping Center or any other tenant's space.

(j) Any claim or lien is asserted or recorded against the interest of Landlord in the Leased Premises or Shopping Center, or any portion thereof, on account of any improvement or work done at the instance or for the benefit of Tenant.

(k) Except as otherwise allowed under this Lease, Tenant shall vacate or abandon or shall commence to vacate or abandon the Leased Premises or any substantial portion of the Leased Premises or shall remove, without the prior written consent of Landlord, all or a substantial portion of Tenant's goods, wares, equipment, fixtures, furniture or other personal property.

32. REMEDIES.

Upon the occurrence of any Event of Default, in addition to all other remedies available to Landlord at law or in equity, Landlord shall have the option to pursue any one or more of the following alternative and cumulative remedies without any notice or demand whatsoever:

(a) Landlord shall have the immediate option to terminate this Lease and receive possession of the Leased Premises from Tenant by voluntary and/or legal process and shall have all rights of Tenant hereunder by giving Tenant written notice of termination, in which event Landlord may recover from Tenant all damages provided by law, including but not limited to the following: any and all amounts due from Landlord to Tenant under the Lease at the time of termination; plus the amount of Minimum Monthly Rent and Additional Rent that accrues between the time of termination and the recovery of possession of the Leased Premises from Tenant by voluntary and/or legal process; plus an amount equal to the difference between the Minimum Monthly Rent and Additional Rent for the period which would have otherwise constituted the balance of the Lease Term and the amount of such rental loss Tenant proves reasonably could have been avoided, both discounted to present value by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination plus one percent (1%); plus any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including but not limited to brokerage commissions, advertising expenses, expenses of remodeling the Leased Premises for a new Tenant (whether for the same or a different use), and any special concessions made to obtain a new Tenant; plus at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law, including Landlord's legal fees and costs incurred; plus interest on all amounts set forth above from the date due until paid at 18% per annum.

(b) Landlord shall also have the right, with or without terminating this lease, to re-enter the Leased Premises, and to remove all persons and property from the Leased Premises and to repossess said Leased Premises. Such property may be stored in a public warehouse or elsewhere at the cost of and for the account of Tenant and may be disposed of in any manner permitted by law.

(c) In the event Landlord elects to re-enter the Leased Premises under (b) above or takes possession of the Leased Premises pursuant to any proceeding or notice provided by law or Tenant vacates or abandons the Leased Premises, but Landlord does not elect to terminate this Lease as provided in this Section 32, Landlord may from time to time without terminating this Lease either recover from Tenant all Minimum Monthly Rent and Additional Rent as it becomes due or relet the Leased Premises or any part thereof upon such terms and conditions as Landlord in its sole discretion may deem advisable, with the right of Landlord to make alterations and repairs to the Leased Premises. In the event of any such reletting, rental and other charges received by Landlord therefrom shall be applied in the following order: (A) to the payment of any indebtedness other than Minimum Monthly Rent and Additional Rent due hereunder from Tenant to Landlord including Landlord's legal fees and costs incurred, (B) to the payment of all costs of such reletting, (C) to the payment of the costs of any alterations and repairs to the Leased Premises, and (D) the payment of Minimum Monthly Rent and Additional Rent and other charges

due and unpaid hereunder. The residue, if any, shall be held by Landlord and applied in payment of future rent and other charges due hereunder, as the same may become due. In the event the rent and other charges received by Landlord from all such reletting are at any time less than the then aggregate of (A) through (D) above, Tenant shall pay such deficiency to Landlord immediately upon demand therefor, but not more often than monthly.

(d) No re-entry or taking possession of the Leased Premises by Landlord or by any receiver or referee appointed by the court pursuant to this Section 32 shall be construed as an election to terminate this Lease unless a written notice of such intention shall be given to Tenant or unless such termination shall be decreed by a court of competent jurisdiction.

(e) In any action for unlawful detainer commenced by Landlord against Tenant by reason of any Event of Default hereunder, the reasonable rental value of the Leased Premises for the periods of the unlawful detainer shall be the amount of Minimum Monthly Rent and Additional Rent reserved in this Lease for such period, unless Landlord or Tenant shall prove a higher amount by competent evidence. (f) Landlord, at any time after Tenant commits an Event of Default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at 18% per annum from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest thereon, shall be deemed Additional Rent.

(g) Should Landlord at any time terminate this Lease for any Event of Default, in addition to any other remedies Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, including, but not limited to, the cost of recovering the Leased Premises and attorneys' fees, all of which amounts shall be immediately due and payable from Tenant to Landlord. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or in equity, nor shall pursuit of any remedy herein or otherwise provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions or covenants herein contained. Landlord's acceptance of any installment of rent following a default hereunder shall not be construed as Landlord's waiver of such default except a default otherwise resulting from the failure to pay such installment so accepted, in which event such payment by Tenant shall constitute a waiver by Tenant of any damages suffered by Tenant as a result of Landlord's actions hereunder after said default and prior to Landlord's acceptance of such installment of rent. No waiver by Landlord of any violation or breach of any of the terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein or otherwise provided upon the occurrence of any Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. The loss or damage that Landlord may suffer by reason of termination of this Lease or the deficiency from any repossession and/or reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken by Landlord following repossession.

(h) Landlord may accept Tenant's payments without waiving any rights under this Lease, including rights under a previously served notice of default. If Landlord accepts payments after serving a notice of default, Landlord may nevertheless commence and pursue an action to enforce rights and remedies under the previously served notice of default without giving Tenant any further notice or demand.

(i) Landlord shall have the right, in addition to its other remedies and means of redress provided by this Lease and by law, to obtain specific performance of any and all covenants or obligations of Tenant to be kept and performed under this Lease.

(j) Tenant hereby waives any and all rights conferred by any laws and rules of law from time to time in effect during the Lease Term providing that Tenant shall have any right to redeem, reinstate or restore this Lease following its termination by reason of Tenant's breach.

(k) Landlord and Tenant hereto waive trial by jury in any action or proceeding arising out of or relating to this Lease and the right to file therein any cross-complaints, counterclaims or cross-claims against the other, other than those which may be compulsory.

(l) When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice. When a statute requires service of a notice in a particular manner, service of that notice (or a similar notice required by this Lease) in the manner required by Section 38 shall replace and satisfy the statutory service-of-notice procedures, or any similar or successor statute.

33. DEFAULT BY LANDLORD.

Landlord shall in no event be charged with default in any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct such default, after written notice to Landlord by Tenant, specifically describing such failure.

34. WAIVER.

No covenant or condition of this Lease can be waived except by the written consent of the Landlord or Tenant as appropriate, and forbearance or indulgence by Landlord or Tenant in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Tenant or Landlord to which the same may apply, and, until complete performance by the Tenant or Landlord of such covenant or condition, the Landlord or Tenant shall be entitled to invoke any remedy available unto it under this Lease or by law, despite such forbearance or indulgence. The subsequent acceptance of Minimum Monthly Rent or Additional Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Minimum Monthly Rent or Additional Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Minimum Monthly Rent or Additional Rent.

35. ACCORD AND SATISFACTION.

No endorsement or statement on any check or letter shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

36. LIMITATION ON TENANT'S REMEDIES/INDEMNIFICATION.

Landlord shall not be liable for any damage done to the Leased Premises or any of the fixtures, merchandise, property or equipment therein contained, whether owned by Tenant or by any other person, due to the overflowing or breaking of steam or water pipes, sprinklers, drains, boilers, basins, toilets, lavatories or gutters or from smoke, fire, odor, earthquake, explosion, gas, electricity, lighting and wiring, or from any other cause and whether having its origin in the Leased Premises hereby leased or elsewhere.

Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for injury or death to any person or for damages to goods, wares, and merchandise in, upon or about the Leased Premises from any cause arising at any time except the gross negligence or willful misconduct of Landlord. In no event shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential or punitive damages on account of any breach of this Lease or otherwise.

In addition to all other indemnification provisions of this Lease, Tenant shall indemnify, protect, defend and hold Landlord and its members, managers, agents, employees, successors and assigns harmless from any and all any suits, judgments, claims, losses, liabilities, costs, damages, expenses (including, but not limited to attorneys' fees) arising from or in connection with: (a) the use and occupancy of the Leased Premises by Tenant or its agents, employees, contractors and invitees; (b) the conduct of Tenant's business; (c) any breach or Event of Default under this Lease; (d) claims by any assignee, subtenant, broker or other person engaged by Tenant if Landlord declines to consent to any assignment, sublease or other Transfer pursuant to Section 7; and (e) any other acts or omissions of Tenant or Tenant's agents, employees, contractors and invitees or persons claiming through or under them on or about the Premises or Shopping Center. The provisions of this Section 36 shall survive the expiration or earlier termination of this Lease.

The obligations and liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or other liability of Landlord under this Lease are not personal obligations of Landlord or of the individual or other members, managers, partners or shareholders in the entity comprising Landlord or its or their partners, members, managers, directors, officers, or shareholders, and Tenant agrees to look solely to Landlord's interest in the Shopping Center for the recovery of any amount from Landlord, and shall not look to other assets of Landlord nor seek recourse against the assets of the individual or other partners or members of Landlord or its or their partners, members, directors, officers or shareholders. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any Security Instruments on the Shopping Center. Under no circumstances shall Tenant have the right to offset

against or recoup Minimum Monthly Rent, Additional Rent or other payments due and to become due to Landlord hereunder except as expressly provided in this Lease, which Minimum Monthly Rent, Additional Rent and other payments shall be absolutely due and payable hereunder in accordance with the terms hereof.

37. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 7 above, this Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

38. NOTICES.

Any notice, statement, demand, request, consent, approval, authorization or designation required hereunder to be served upon either of the parties hereto shall be sufficiently served on the other party upon personal delivery or forty eight (48) hours after mailing the same, registered or certified mail, return receipt requested, postage prepaid, or one business day after delivery of the same to Federal Express or other overnight courier, addressed as set forth in Section P, of the Basic Lease Provisions, in the instance of Landlord, and to the Leased Premises in the instance of the Tenant, or to such other address as may from time to time be furnished in writing by Landlord to Tenant or which may be set forth in the Basic Lease Provisions. Notices, other than default and demand notices, may be made by electronic mail or fax, with a request for a response by the receiving party and actual receipt of such response by the sending party.

39. RECAPTURE OF RENT CONCESSIONS.

Landlord's agreement to provide Tenant with free time of possession of the Leased Premises following the Lease Commencement Date, free Monthly Minimum Rent as set forth in this Lease and the giving to Tenant of the Allowance set forth in this Lease (hereinafter collectively the "Rent Concessions") shall be deemed conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of the Lease, to be performed or observed by Tenant during the term hereof. Upon any Event of Default of this Lease by Tenant, all Rent Concessions which may come due in the future pursuant to the terms of this Lease shall automatically be deemed deleted from this Lease and of no further force and effect. Moreover, upon any Event of Default of this Lease by Tenant, any Rent Concessions theretofore given or paid by Landlord shall be due and payable by Tenant to Landlord unless Landlord shall have recovered a judgment against Tenant for the entire amount of unpaid rent due under this Lease for the entire Initial Term together with all costs and expenses, including Landlord's actual reasonable attorney's fees, in obtaining such judgment and Landlord shall have collected in full such judgment so obtained. Because Tenant acknowledges that Tenant's liability for repayment of the Rent Concessions as provided in the preceding sentence is contingent upon the outcome of a lawsuit against Tenant which is required to be filed first, Tenant does hereby acknowledge and agree that any subsequent action by Landlord to recover the Rent Concessions theretofore given or paid by Landlord shall not be barred by the doctrines of res judicata, collateral estoppel and/or one form of action, or any similar doctrines which would require Landlord to bring all actions against Tenant arising out of this Lease in one lawsuit

40. QUIET ENJOYMENT.

Landlord covenants and warrants that upon Tenant's paying the Minimum Monthly Rent, Additional Rent and other payments shall be absolutely due and payable hereunder in accordance with the terms hereof and observing and performing all of the terms, covenants and conditions to be observed and performed by Tenant hereunder, Tenant may peaceably and quietly enjoy the Leased Premises, subject to the provisions of this Lease.

41. SIGNS, AUCTIONS, WINDOW.

Tenant shall not place, construct or maintain on the glass panes or supports of the windows of the Leased Premises, the doors, the exterior walls or roof of the building in which the Leased Premises are located, any portion of the Common Area or any improvements located thereon, any other area of the Shopping Center, or on any interior portion of the Leased Premises that may be visible from the exterior of the Leased Premises, any signs, (including, but not limited to, going out of business signs), advertisements, name, insignias, trademarks, descriptive material or any other similar item, which does not otherwise comply with Exhibit "D," attached hereto and also any and all state and local code and ordinances, without Landlord's prior written consent issued subject to Landlord's sole discretion. All exterior signs installed by or at the expense of Tenant shall be subject to Landlord's prior written approval and shall comply with Exhibit "D" and also any and all state and local code and ordinances and/or state, local and municipal agencies or committees. Tenant shall not without having obtained Landlord's prior written consent, place, construct or maintain on the Leased Premises any advertising media including, but not limited to, search lights, flashing lights, loud speakers, phonographs or other similar visual or audio media. Tenant shall not without Landlord's prior written consent, solicit business in, on or about the Common Area, including, but not limited to, the parking areas, or display or sell merchandise outside the Leased Premises, or permit to be conducted any sale by auction in, on or about the Leased Premises, whether such auction be voluntary or involuntary, pursuant to any assignment for the benefit of creditors or pursuant to any bankruptcy or other insolvency proceedings. Tenant shall not place, construct, install or maintain any covering on the inside or outside of the windows of the Leased Premises, without Landlord's prior written consent, which shall not be unreasonably withheld. The foregoing notwithstanding, Tenant shall have the right to install its customary storefront sign, provided Tenant complies with the lawful requirements of any and all state and local code and ordinances, as well as any other governmental authorities. All signs shall be considered Alterations subject to the provisions of Section 11(b). Additionally, if there is ever a monument or pylon sign constructed on or about the Shopping Center on which one or more occupants of the Shopping Center have identification panel(s), then Tenant shall be entitled to have its name identified on said signs at Tenant's cost.

42. COVENANT OF CONTINUOUS OPERATION.

Tenant shall continuously and uninterruptedly use the Leased Premises for the use specified in this Lease during the Hours of Operation for the entire Lease Term. Tenant shall operate the Leased Premises as a first-class, high-quality store or business, as those standards of operations may be interpreted by Landlord from time to time during the Lease Term. Further, the

Tenant shall maintain a full stock of merchandise and have an adequate number of personnel operating the Leased Premises at all times to service and supply the requirements of Tenant's customers and keep its Leased Premises in a neat, clean and orderly condition. Tenant shall not lower the quality of its merchandise or change the quality of its operations without Landlord's written consent and shall operate its business in order to enhance the image of the Shopping Center as a whole. Tenant shall employ its best efforts to operate its business on the Leased Premises in a respectful, reputable, tasteful, competent and dignified manner so as to produce maximum gross sales from Tenant and from other tenants occupying the Shopping Center. If the Leased Premises are destroyed or partially condemned and this Lease remains in full force and effect, Tenant shall continue operation of its business at the Leased Premises to the extent reasonably practical from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use all or any portion of the Leased Premises for office, clerical, and other non-selling purposes, except for office, clerical, and non-selling purposes incidental to Tenant's business conducted in the Leased Premises, and then only within that portion of the Leased Premises as may be approved by Landlord in advance in writing. The foregoing notwithstanding, Landlord shall have the unequivocal right to allow any uses it deems necessary and/or desirable for the Shopping Center at its sole and absolute discretion not in conflict with the terms and conditions set forth in Section 65 herein.

The parties agree that Landlord has relied on Tenant's occupancy and operation in accordance with the foregoing provision. Because of the difficulty or impossibility of determining Landlord's damages which would result from Tenant's violation of such provisions, including but not limited to damages from loss of percentage rent from other tenants, and diminished salability, mortgageability and economic value, Landlord shall be entitled to liquidated damages, if in its sole discretion, elects to pursue such remedy. Therefore, any day that Tenant does not fully comply with the provisions of this Section 42, the Minimum Annual Rent prorated on a daily basis, shall be increased by twenty-five percent (25%), such increased sum representing the sum which the parties agree Landlord will suffer by Tenant's noncompliance. In addition to all other remedies, Landlord shall have the right to obtain specific performance by Tenant upon Tenant's failure to comply with the provisions of this Section 42.

If following Landlord's delivery of possession of the Leased Premises to Tenant, Tenant fails to take possession of and open the Leased Premises for business fully fixtured, stocked and staffed on or before the Lease Commencement Date, then Landlord shall have, in addition to any and all remedies herein provided, the right, at Landlord's option, at any time after the scheduled Lease Commencement Date, to treat such failure as a material default under this Lease, and may terminate this Lease upon written notice to Tenant, which termination notice shall be effective upon Tenant's receipt thereof unless Tenant has opened for business in the Leased Premises prior to the date such notice is received by Tenant.

43. SECURITY DEPOSIT.

As set forth in Paragraph K of the Basic Lease Provisions, Tenant shall pay a "Security Deposit," which will be held by Landlord to secure Tenant's performance under this Lease. The Security Deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant and any such act on the part of Tenant shall be without force and effect and shall not be binding upon

Landlord. The Security Deposit shall not bear interest nor shall Landlord be required to keep such sum separate from its general funds.

If (i) any Minimum Monthly Rent, Additional Rent or other sums due hereunder shall be overdue and unpaid, (ii) Landlord makes any payment on behalf of Tenant, (iii) Tenant fails to perform any of the terms of this Lease, or (iv) this Lease terminates due to Tenant's default or abandonment of the Leased Premises; then, in any of the foregoing events, Landlord shall have the right (but not the obligation), without prejudice to any other remedy available to Landlord, to use, apply or retain all or any portion of the Security Deposit (a) for the payment of any Minimum Monthly Rent, Additional Rent or other sum in default, (b) for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default or breach, and/or (c) to compensate Landlord for any loss or damage which Landlord may suffer thereby, as reasonably estimated by Landlord, whether such damages accrue prior to or after termination of the Lease. Such damages may include, without limitation, prospective damages, lost rents, costs to repair damage caused by Tenant, costs to clean the Leased Premises upon termination of the tenancy, costs to relet the Leased Premises, and/or any other costs, expenses, or damages available at law or in equity due to Tenant's default or abandonment. If Landlord uses or applies all or any portion of the Security Deposit during the Lease Term, Tenant shall, within ten (10) days of demand therefor, restore the Security Deposit to the higher of (y) the original amount of the Security Deposit, or (z) the amount of the Security Deposit prior to Landlord's application thereof to amounts due by Tenant.

If Landlord uses or applies only a portion of the Security Deposit, as provided above, Landlord agrees to pay Tenant, without payment of interest or other increment for its use, the remaining un-used or un-applied balance of the Security Deposit within thirty (30) days after the later of the date Landlord receives possession of the Leased Premises from Tenant, or the termination date of this Lease. However, it is expressly understood and agreed that the Security Deposit is not an advance rental deposit or a measure of the Landlord's damages as a result of Tenant's default and/or abandonment, and Landlord shall retain all rights and remedies available, at law or in equity, as a result of such a default or abandonment by Tenant. Further, Landlord's return of the Security Deposit, or any part thereof, shall not be construed as an admission that Tenant has performed all of its obligations under the Lease. In the event of bankruptcy or other debtor- creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Minimum Monthly Rent, Additional Rent and other sums due Landlord for all periods prior to the filing of such proceedings.

Tenant hereby expressly waives any laws and rules of law in effect from time to time during the Lease Term that limit Landlord's right to use or apply the Security Deposit to offset Landlord's damages after a lease termination due to Tenant's default or abandonment.

44. LATE CHARGES; INTEREST; RETURNED CHECK CHARGES.

Tenant hereby acknowledges that late payment by Tenant to Landlord of Minimum Monthly Rent, Additional Rent or other sums due hereunder shall cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges.

Accordingly, if any installment of Minimum Monthly Rent, Additional Rent or any other sums due from Tenant shall not be received by Landlord or Landlord's assignee at the address specified herein for the payment of rent within ten (10) days of the date when due, then Tenant shall pay to Landlord a late charge equal to the greater of (i) ten (10%) percent of such overdue amount, or (ii) \$250.00, plus, in either case, any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay Minimum Monthly Rent, Additional Rent and/or other sums when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amounts, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

It is further agreed that if Tenant fails to pay to Landlord within ten (10) days of when due any installment of Minimum Monthly Rent, Additional Rent or any other sum due hereunder, the amount due shall, at the option of Landlord upon notice to Tenant, bear interest at the 18% per annum, with such interest to accrue continuously on any unpaid balance due to Landlord by Tenant during the period commencing on the aforesaid due date and terminating on the date on which Tenant makes full payment of all amounts then owing to Landlord. Any such interest shall be payable as rent hereunder, and shall be payable immediately on demand.

If Tenant pays any amount to Landlord by means of a check on an account with insufficient funds, in addition to any other rights and remedies available to Landlord with respect to such default, Landlord shall have the right to charge Tenant a service charge of \$50 for each such payment.

45. ENVIRONMENTAL MATTERS.

(a) Tenant's Covenants Regarding Hazardous Materials.

(1) Compliance with Environmental Laws. Tenant shall, at its sole cost and expense, at all times and in all respects comply with all federal, state, local or regional laws, regulations ordinances or guidelines, ("Hazardous Materials Laws") concerning the management, use, handling, generation, storage, transportation, presence, discharge or disposal of any oil, petroleum products, carcinogens, reproductive toxins, flammable or explosive materials, asbestos, pollutants, contaminants, urea formaldehyde, freon, or other radioactive, hazardous, toxic, or infectious wastes, materials or substances, (collectively "Hazardous Materials"). Tenant agrees not to use, treat, dispose, release, handle, store, generate or install any Hazardous Materials in or about the Leased Premises without Landlord's prior written consent, issued subject to Landlord's sole discretion. Landlord may withdraw its consent to such activities or the presence of any Hazardous Materials at any time for any reason. Upon Landlord's withdrawal of consent to such activities, Tenant shall remove those Hazardous Materials from and/or cease those activities on the Leased Premises as are no longer permitted. Landlord's refusal to consent or withdrawal of consent to activities involving Hazardous Materials shall not limit or affect any of Tenant's obligations under this Lease. Tenant shall provide to Landlord upon execution of this Lease a list of any Hazardous Materials that will be present at the Leased Premises and copies of any and all Material Safety Data Sheets associated therewith. Tenant shall update such list on a regular basis

if any changes occur in the types or amounts of such Hazardous Materials. Landlord, and its agents, employees and contractors shall have the right to enter the Leased Premises from time to time to conduct tests, inspections and surveys concerning Hazardous Materials and to monitor Tenant's compliance with its obligations concerning Hazardous Materials and Hazardous Materials Laws.

(2) Hazardous Materials Handling. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Leased Premises. Tenant shall cause any and all Hazardous Materials to be taken away or removed from the Leased Premises and to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes, and shall deliver to Landlord copies of any Uniform Hazardous Waste Manifests associated with such disposal. Prior to expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Materials to be removed from the Leased Premises and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Leased Premises, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials or Hazardous Materials Laws in any way connected with the Leased Premises, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(3) Notices. Tenant shall immediately notify Landlord in writing of: (i) any release or suspected release of Hazardous Materials on, in, under, about, from or around the Leased Premises, whether caused by Tenant or any other person; (ii) any remedial or mitigation action Tenant institutes or proposes with respect to any Hazardous Materials in any way connected with the Leased Premises; (iii) any enforcement, cleanup, removal, remedial or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (iv) any claims made or threatened by any person against Tenant or the Leased Premises relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (v) any reports made to or by any governmental agency or any lender arising out of or in connection with any Hazardous Materials in or removed from the Leased Premises, including any citizen's or agency complaints, notices, warnings or asserted violations in connection therewith and any reports made by any environmental consultants or engineers which pertain to the Leased Premises or the real property on which it is located. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the use or presence of Hazardous Material on, in, under, about or around the Leased Premises.

(b) Indemnification of Landlord. In addition to Tenant's other indemnification obligations under this Lease, Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, and each of Landlord's trustees, members, managers, shareholders, officers, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, fines, forfeitures, losses or expenses

(including, but not limited to, attorneys' fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Tenant, or its employees, agents, successors, assignees, contractors, subcontractors or others acting for or on behalf of Tenant (whether or not their acts or omissions are negligent, intentional, willful or unlawful) and related to (i) the presence in, on, under, around or about the Leased Premises or the discharge or release in or from the Leased Premises of any Hazardous Materials due to the use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, around, about or from the Leased Premises, or (ii) Tenant's failure to comply with any Hazardous Materials Laws. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Leased Premises and any other portions of the Shopping Center or adjacent properties, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. Such obligations shall survive the expiration or earlier termination of the term of this Lease.

(c) Additional Insurance or Financial Capacity. If at any time it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord hereunder, regarding environmental matters, whether or not then accrued, liquidated, conditional or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

46. INTENTIONALLY DELETED.

47. LANDLORD AND TENANT.

The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, and the neuter shall include the masculine and feminine genders, and if there be more than one Tenant, the obligations hereunder imposed upon the Tenant shall be joint and several.

48. RELATIONSHIP OF THE PARTIES.

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

49. SEVERABILITY.

If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law; it is the intention of Landlord and Tenant hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the

meaning which renders it valid.

50. QUITCLAIM.

Where requested by the Landlord, at the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord, within five (5) days after written request from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease. Tenant shall not record this Lease or any Memorandum of this Lease.

51. ALL PAYMENTS TO BE CONSTRUED AS RENT.

Failure of Tenant to pay taxes, insurance premiums, or any other obligations of Tenant under the terms of this Lease which can be satisfied by the payment of money by Tenant, including, but not limited to, late charges and interest, shall be deemed to be rent and the failure to pay any such amount shall carry the same consequences as failure to pay any installment of Minimum Monthly Rent or Additional Rent.

52. HEADINGS AND TITLES.

The marginal headings or titles to the sections of this Lease are not part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease, but are intended for the convenience of the parties only.

53. CONDITIONS.

It is agreed between the parties hereto that all the agreements herein contained on the part of the Tenant, whether technically covenants or conditions, shall be deemed to be conditions at the option of the Landlord, conferring upon the Landlord, in the event of breach of any of such agreements, the right to terminate this Lease.

54. JURISDICTION.

Tenant hereby consents and agrees that the courts of the City, County and State as set forth in Section E, of the Basic Lease Provisions, shall have jurisdiction over its person in actions arising under or relating to this Lease, and Tenant agrees that any action brought by it arising out of or relating to this Lease shall be filed in the County. Landlord and Tenant agree that the City and County shall for all purposes be considered the place in which this Lease was entered into, notwithstanding the order in which, or the location or locations at which, it may have been executed or delivered.

55. TIME IS OF ESSENCE.

Time is of the essence of this Lease and each and all of its provisions.

56. AUTHORITY.

If Tenant is a corporation, partnership, limited liability company or other entity, then Tenant shall deliver to Landlord on execution of this Lease a certified copy of a resolution of its board of directors or other documentation reasonably requested by Landlord evidencing the authorization of the execution of this Lease and naming the officers or other persons that are authorized to execute this Lease on behalf of the corporation, partnership, limited liability company or such other entity. Tenant hereby covenants and warrants that Tenant is duly qualified and authorized to do business in the State, and that the person signing this Lease is duly authorized to sign and execute this Lease and bind Tenant to the terms and conditions hereof.

Tenant hereby represents and warrants that: (a) there are no proceedings pending, or so far as Tenant knows, threatened before any court or administrative agency that would materially adversely affect the financial condition of Tenant, the ability of Tenant to enter into this Lease or the validity or enforceability of this Lease; (b) there is no provision of any existing mortgage, indenture, contract or agreement binding on Tenant which would conflict with or in any way prevent the execution, delivery, or performance of this Lease; (c) the financial statements of Tenant provided to Landlord in connection with this Lease are complete and correct and fairly present the financial condition of Tenant as of the date and for the period referred to therein and have been prepared in accordance with generally accepted accounting principles consistently applied, and (d) there has been no material adverse change in the financial condition of Tenant since the date of such financial statements and to the knowledge of Tenant, no such material adverse changes are pending or threatened. Tenant acknowledges that Landlord is executing this Lease in reliance upon the foregoing representation and warranty and that such representation and warranty is a material element of the consideration inducing Landlord to enter into and execute this Lease.

57. ENTIRE AGREEMENT.

This Lease, which includes the Exhibits hereto, constitutes the entire agreement between Landlord and Tenant relative to the leasing of the Leased Premises. Except as contained herein, no person purporting to hold the authority to bind Landlord to any statement, covenant, warranty, or representation shall be deemed to have such authority, and Tenant agrees that it is not reasonable for Tenant to have assumed that any person had or has such authority. This Agreement and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Landlord and Tenant. Landlord and Tenant agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents, including any leasing agent or lender, and representatives relative to the leasing of the Leased Premises are merged in or revoked by this agreement.

58. JOINT AND SEVERAL LIABILITY.

If Tenant is a partnership or other business organization the members of which are subject to personal liability, the liability of each such member shall be deemed joint and several.

59. RULES AND REGULATIONS.

The rules and regulations applicable to the Leased Premises and the Shopping Center that are attached hereto as Exhibit "F" are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe the rules and regulations shall constitute a default under this Lease in a manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement the rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Leased Premises and the Shopping Center. Notice of such rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations and amendments thereto and supplements thereof. Tenant also agrees to comply with any rules and regulations contained in any tenant handbook provided by Landlord.

60. NO RESERVATION OF LEASED PREMISES.

Submission of this Lease shall not be deemed to be a reservation of the Leased Premises. This Lease is subject to the review and mutual acceptance of the final terms, conditions and related documents by Landlord. Landlord shall not be bound hereby until Landlord delivers to Tenant an executed copy of this Lease for the Leased Premises signed by Landlord, having already been signed by Tenant. Landlord reserves the right to exhibit and lease the Leased Premises to other prospective Tenants until such time as the delivery to Tenant of this executed Lease.

61. CONSTRUCTION OF AGREEMENT.

Each party has participated fully in the review and revision of this Lease. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease.

62. ANTI-MONEY LAUNDERING LAWS.

Tenant represents, warrants and covenants that, to the best of its knowledge, Tenant, its shareholders, members, officers, agents, affiliates and employees (a) are not under investigation by any governmental authority for, nor have been charged with, nor convicted of, money laundering, drug trafficking, terrorist related activities, any crimes that in the United States would be predicate crimes to money laundering, or any violation of any Anti Money Laundering Laws; (b) have not been assessed civil or criminal penalties under any Anti Money Laundering Laws; (c) have not been convicted of any crimes involving moral turpitude or tax fraud; or (d) have not had any of its funds seized or forfeited in any action under any Anti Money Laundering Laws.

"Anti-Money Laundering Laws" shall mean those laws, regulations and sanctions, state and federal, criminal and civil, that (1) limit the use of and/or seek the forfeiture of proceeds from illegal transactions; (2) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States; (3) require identification and documentation of the parties with whom a financial institution conducts business; or (4) are designed to disrupt the flow of funds to terrorist organizations. Such laws, regulations and sanctions shall be deemed to include the

Patriot Act, the Bank Secrecy Act, the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

63. NO DISCRIMINATION.

Tenant herein covenants by and for itself, and for its administrators, successors and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group or persons on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Leased Premises herein leased, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, Tenants, sublessees, sub-lessees or vendees in the Leased Premises herein leased.

64. BROKERS.

Landlord is not represented by a broker. Landlord shall pay a commission to Tenant's broker Dell Nichols Realty and Development a commission, pursuant to a separate written agreement between Landlord and Dell Nichols Realty and Development. Tenant represents that it has dealt with no other real estate broker, finder or other person in connection with this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, finder or other person claiming a commission or other form of compensation due from dealings with Tenant with regard to this transaction.

65. EXCLUSIVE USE AND EXCEPTIONS.

(a) Non-Competition. During the Lease Term, and except as provided in Section 65(d)(i) and (ii) below, Landlord shall not permit any portion of the Shopping Center, other than the Leased Premises, to be used for the Exclusive Use by a Competing Business (as each is defined below).

(b) "Exclusive Use" shall mean the primary and exclusive business of wedding, corporate and other miscellaneous social meeting and event center.

(c) "Competing Business" shall mean a third-party business which uses its premises in the Shopping Center primarily and exclusively, and not incidentally (incidentally meaning such as a party room for a restaurant), for the Exclusive Use.

(d) Exceptions to Exclusive Use/Competing Business Prohibition. The following uses shall be excluded and exempt from the Exclusive Use/Competing Business prohibition of Section 65(a):

(i) Any business and/or tenant currently occupying a portion of the Shopping Center as a Permitted Lease (as defined below); or

(ii) Landlord, its affiliated entities, partners, members, owners and managers, and their successors and assigns (collectively defined as "Landlord" for purposes of this section), which use and/or rent any space, at any time, in the Shopping Center for any and all events, private or commercial, including but not limited to, social events, parties, corporate outings/events, weddings, concerts or gatherings of any nature and any other use Landlord, in its sole and absolute discretion, deems appropriate.

(e) A "Permitted Lease" shall mean either a lease that allows for uses that are within the definition of "Exclusive Use that was executed prior to the execution of the Lease but that is in effect as of the date of execution of the Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (provided that in the case of a new lease, such new lease does not grant greater rights to use the leased premises for the Exclusive Use than did the Prior Lease).

(f) Intentionally Deleted.

(g) Termination of Exclusive Use. Section 65(a) and Tenant's rights with respect to the Exclusive Use shall automatically become null and void if:

(i) There is an Event of Default by Tenant under the Lease.

(ii) Tenant assigns its rights under the Lease in whole or in part or sublets all or a portion of the Leased Premises or otherwise engages in a Transfer in violation of Section 7 above; or

(iii) The Leased Premises ceases to be used primarily for the Exclusive Use.

(h) Reduction in Minimum Monthly Rent. If any time after the Lease Commencement Date, a Competing Business (other than those permitted under Section 65(d)(i) and (ii)) is operating in the Shopping Center in violation of Tenant's Exclusive Use, the Minimum Monthly Rent shall be reduced by fifteen percent (15%) ("Reduced Rent"), from the date which Landlord receives notice from Tenant of an Exclusive Use violation with reasonable supporting detail to support such a claim (a "Violation Notice"), until such violation ceases.

(i) Failure to Cure Violation. If such violation of the Exclusive Use does not cease within three hundred sixty-five (365) days of Landlord's receipt of a Violation Notice ("Cure Deadline"), Tenant may terminate this Lease, which termination shall be effective one hundred twenty (120) days from the date of Landlord's receipt of Tenant's notice of intention to terminate.

(j) Limitation on Tenant's Remedies. Anything herein to the contrary notwithstanding, except for the Reduced Rent, Tenant shall have no remedy for a violation of its Exclusive Use, if:

(i) Another tenant or occupant, other than Landlord, in the Shopping Center violated the Exclusive Use in contravention of the express terms of that tenant's or occupant's lease (i.e. a so-called "rogue tenant"); and

(ii) Landlord, within thirty (30) days after its receipt of the Violation Notice, provides notice ("Rogue Tenant Notice") to the rogue tenant of the lease or other occupancy agreement violation and demands that such violation ceases; and

(iii) If the rogue tenant does not cease its violation of the Exclusive Use within ten (10) business days of the rogue tenant's receipt of the Rogue Tenant Notice, Landlord commences an action against such other tenant or occupant within an additional ten (10) day period, and thereafter uses diligent, good faith efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief that results in the cessation of the violation of the Exclusive Use. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order, or order resulting from an arbitration proceeding enjoining the violation of the Exclusive Use; provided, however, Landlord shall not be required to appeal any adverse decision denying Judicial Relief. If the rogue tenant is still in violation of the Exclusive Use after the above-references three hundred sixty-five (365) day period expires, then Reduced Rent will apply as provided above until the violation eases and the 365 day period for Tenant's termination right under subsection (i) will commence, which if elected by Tenant, such termination right shall be Tenant's sole and exclusive remedy for a violation of the Exclusive Use.

66. TENANT'S PROMOTIONAL ACTIVITIES.

Tenant hereby agrees to promote the Shopping Center and the Leased Premises in all of Tenant's advertising and promotional materials, including, but not limited to, brochures, trade magazines, articles, interviews and any other such advertising or promotional mediums.

67. TENANT'S REPRESENTATIONS AND WARRANTIES.

(a) Litigation. Tenant, Tenant's parent, affiliates, officers, directors, employees, owners and shareholders collectively hereby represent that the foregoing individuals and entities have no knowledge of any petitions, actions, suits or proceedings pending or, to the best of Tenant, Tenant's parent, affiliates officers, directors, employees, owners and shareholders, knowledge, threatened against or affecting any of the foregoing individuals or entities before any court or governmental, administrative, regulatory, adjudicatory or arbitrational body or agency of any kind.

(b) True and Complete Information. Neither this Lease, nor any other document, financial statement, credit information, certificate or other statement required herein furnished to Landlord by Tenant contains any untrue statement or omits to state a material fact relating to the Tenant, Tenant's parent, affiliates, officers, directors, employees, owners and shareholders. No document, financial statement, credit information, certificate or other statement prepared by any party other than Tenant and furnished to Landlord contains any untrue statement or omits to state

a material fact relating to this Lease. There is no fact that Tenant has not disclosed to Landlord in writing that could affect the Leased Premises, business or financial condition of Tenant and/or Tenant's parent.

(c) Tenant represents and warrants to Landlord that The Falls Event Center, LLC, a Utah limited liability company is the 100% sole owner and parent of Tenant.

[Remainder of page left intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

"LANDLORD"

TROLLEY SQUARE VENTURES, LLC,
A Utah limited liability company



By: Larry Shelton
Its: Manager

"TENANT"

THE FALLS AT TROLLEY SQUARE, LLC,
a Utah limited liability company



By: Steve Down
Its: CEO


Attestation as to Section 67 only, agreed to and accepted by:

THE FALLS EVENT CENTER, LLC,
a Utah limited liability company



By: Steve Down
Its: CEO

Attestation as to Section 67 only, agreed to and accepted by:



STEVE DOWN, in his personal capacity and as CEO of **THE FALLS EVENT CENTER, LLC,**

EXHIBIT A
SITE PLAN

EXHIBIT A-1

P-103

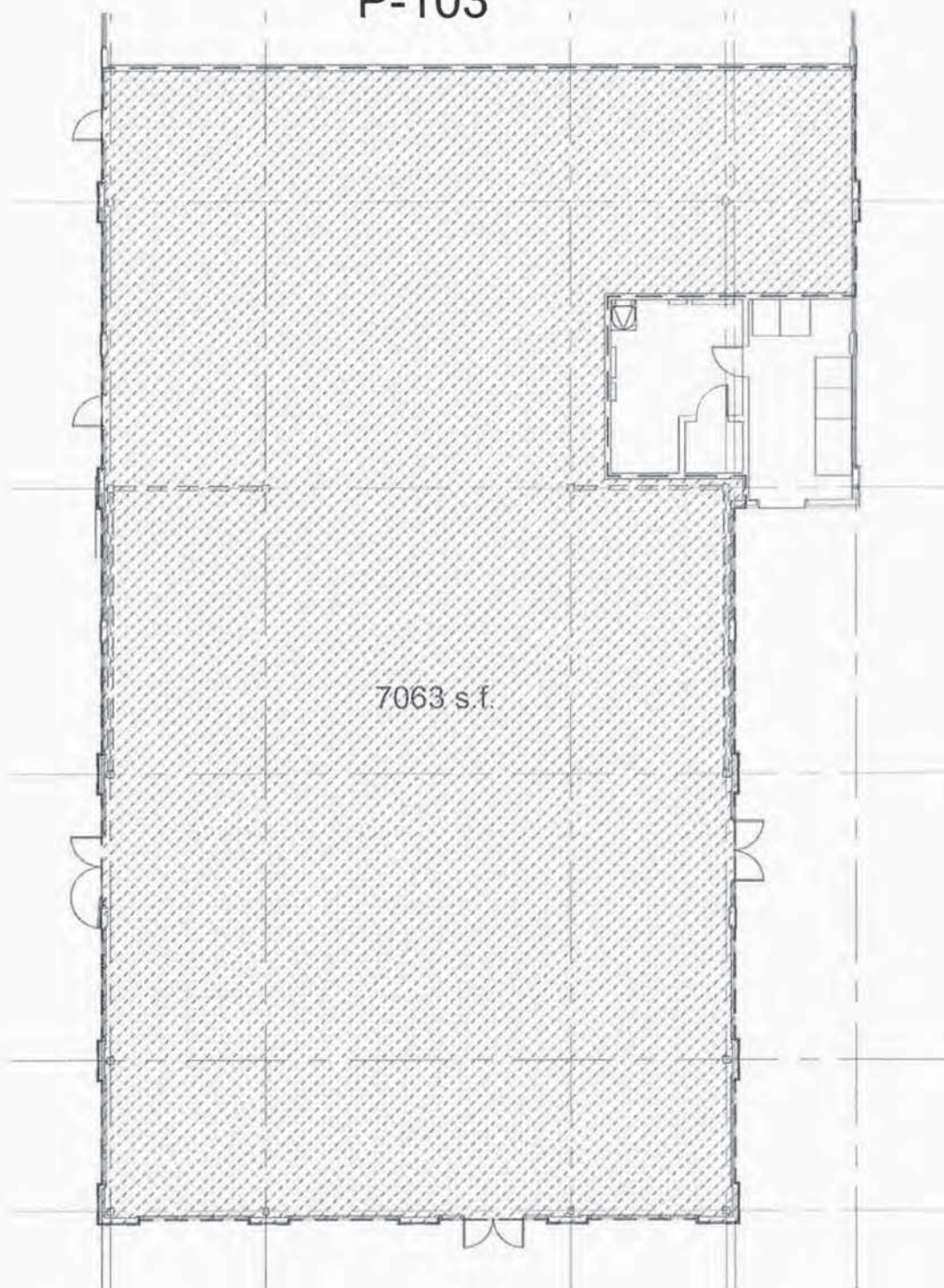


EXHIBIT A: RENTAL AREA CALCULATION
TROLLEY SQUARE
SUITE E101 PLAN, 1/16" = 1'-0"
7,063 G.S.F.

EXHIBIT A-2

E-101

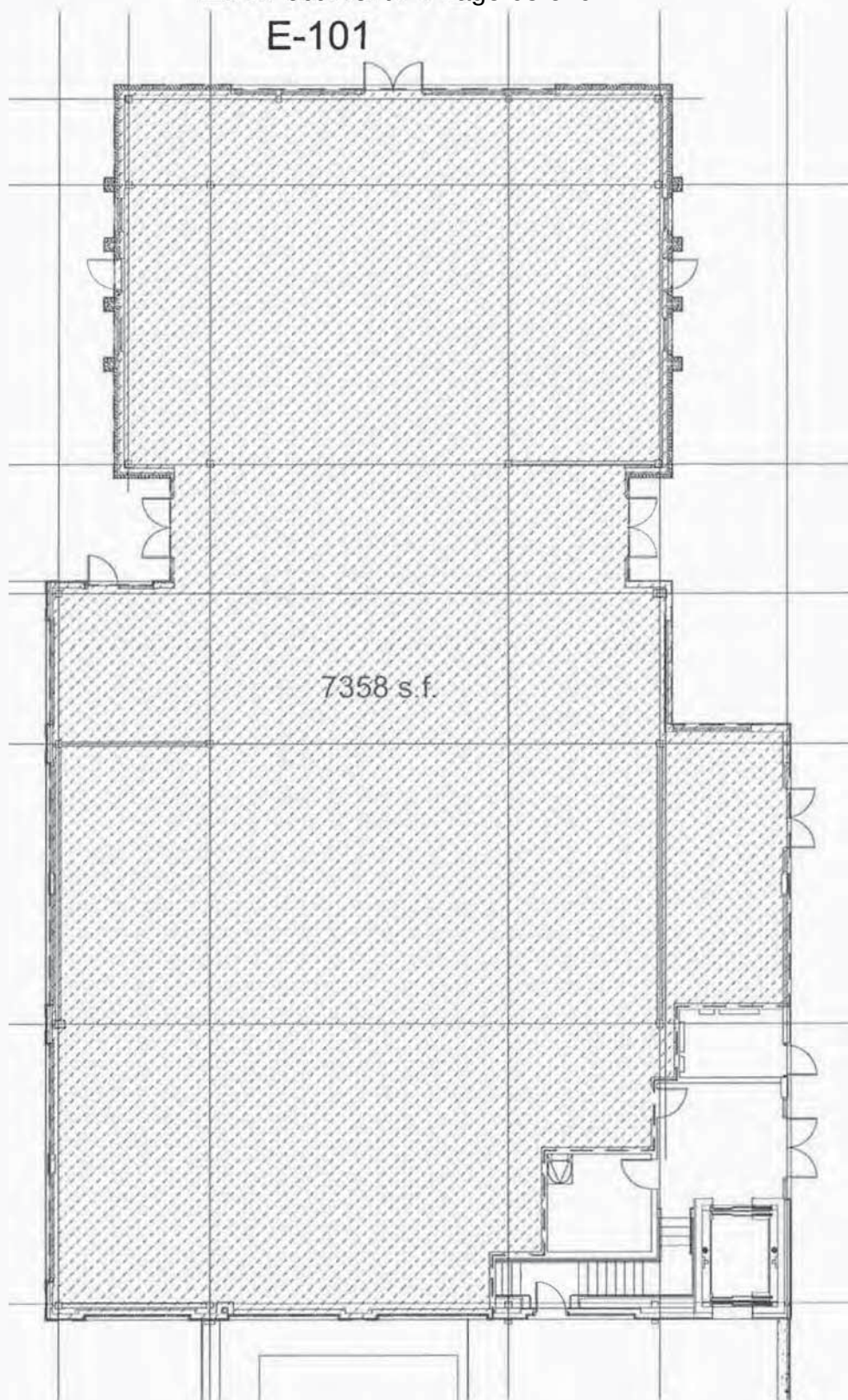


EXHIBIT A: RENTAL AREA CALCULATION
TROLLEY SQUARE
SUITE E101 PLAN, 1/16" = 1'-0"
7,358 G.S.F.

EXHIBIT B
INTENTIONALLY DELETED

B-1

EXHIBIT C
ACKNOWLEDGMENT OF COMMENCEMENT AND ESTOPPEL AGREEMENT

LANDLORD: **TROLLEY SQUARE VENTURES, LLC**, a Utah limited liability company

TENANT: **THE FALLS AT TROLLEY SQUARE, LLC**, a Utah limited liability company

SHOPPING CENTER: Trolley Square

LOCATION OF PREMISES: Units P103 and E101


LEASE DATED: September 23, 2015

This is to certify:

1. That the undersigned Tenant occupies the Leased Premises commonly known as P103 and E101 at Trolley Square Shopping Center, City of Salt Lake City, County of Salt Lake, and the State of Utah.
2. That the Lease Commencement Date is December 1, 2015, and the Rent Commencement Date is May 1, 2016.
3. That Tenant has paid Landlord Prepaid Rent in the amount of \$ 28,389.17.
4. That a Security Deposit has been paid in the amount of \$ 54,244.23 by Tenant to Landlord.
5. That as of this date hereof, the undersigned Tenant, to the best of Tenant's knowledge, is entitled to NO credit, offset or deduction in rent.
6. That all construction to be performed by Landlord is complete and has been approved by Tenant.
7. That the undersigned Tenant claims no right, title or interest in the above- described Leased Premises, or rights to the possession of said Leased Premises other than under the terms of said Lease, and that there are no written or oral agreements affecting tenancy other than the Lease.

Landlord:

TROLLEY SQUARE VENTURES, LLC,
a Utah limited liability company


By: LARRY Shelton
Its: Manager

Tenant:

THE FALLS AT TROLLEY SQUARE, LLC,
a _____ limited liability company


By: Steve Down
Its: CEO

**EXHIBIT D
SIGN CRITERIA**

Tenant shall use the relevant sign ordinances specifically designated for Trolley Square as set forth in the Salt Lake City Municipal Code. Sign applications can be submitted at 451 South State Street, Room 215, Salt Lake City, Utah 84111.

EXHIBIT E
LANDLORD'S WORK AND TENANT'S WORK

LANDLORD'S WORK

- None. Tenant to accept the Leased Premises on the Delivery Date in its as-is where-is condition.

TENANT'S WORK

This Exhibit E sets forth the terms and conditions relating to the construction of the Tenant's Initial Improvements (the "Initial Improvements") for the Leased Premises. All capitalized terms used but not defined herein shall have the meanings given such terms in the Lease. All references herein to Sections of the "Lease" shall mean the relevant portions of the Lease to which this Exhibit is attached as Exhibit E. Tenant acknowledges that it has had the opportunity to inspect the Leased Premises prior to signing the Lease and finds the Leased Premises in satisfactory condition. All notices, requests, submissions and communications required or permitted under this Exhibit E shall be in writing and be delivered or sent as provided in Section 38 of the Lease and when so delivered or sent be effective as of the date specified in said Section 38.

1. Tenant's Initial Improvements: Following Landlord's delivery of the Leased Premises to Tenant in accordance with Section 5 of the Lease, Tenant shall be responsible for constructing the Initial Improvements, which shall be comprised of all improvements required to the Leased Premises from its "as is"- "where-is" condition existing as of the Delivery Date, so that Tenant can legally use the Leased Premises for the Permitted Use. The Initial Improvements shall be constructed in accordance with this Exhibit E.

2. Selection of Architect: The plans and specifications identified in Paragraph 3(i) – (iii) below shall be prepared by a licensed architect (the "Architect") selected by Tenant (but approved by Landlord as provided below) who is familiar with the Shopping Center and with all Applicable Laws (including, without limitation, the Salt Lake City Building Code) applicable to construction of the Initial Improvements. Landlord hereby approves the selection of Alan Shurtliff, AIA of Pontis Architectural Group located in Springdale, UT. In the event of a change of architects during or prior to construction, then Tenant shall provide Landlord with the name, license number and contact information for the Architect Tenant proposes to use for preparing such plans and specifications, together with a curriculum vitae for such Architect and a list of projects completed by such Architect, including contact information for the persons knowledgeable of the work performed by the Architect on such list of projects. Within five (5) business days after Tenant submits the name and all such information relative to the Architect to Landlord, Landlord shall either approve or disapprove Tenant's use of its proposed Architect. If Landlord disapproves Tenant's use of its proposed Architect, Landlord shall specify in such notice of disapproval the reasons therefor and Tenant shall resubmit to Landlord, for Landlord's approval, such information for another proposed Architect. In the event Landlord does not timely respond with approval or disapproval of Tenant's proposed Architect, Tenant's proposed Architect shall be deemed approved by Landlord. After the Architect is so approved by Landlord, if Tenant desires to change

such Architect, the foregoing process shall apply for Landlord's approval of any new proposed Architect.

3. Preparation of Plans and Specifications:

(i) Space Plans. Within 10 days following complete execution of the Lease, Tenant shall cause its approved Architect and any licensed mechanical or electrical engineers required by Applicable Laws, to submit to Landlord space plans (the "Space Plans") for the Initial Improvements. Landlord shall approve or disapprove the Space Plans within 10 days after receipt thereof. If Landlord disapproves the Space Plans, Landlord shall specify the reasons for such disapproval in its notice of disapproval and the Space Plans shall be revised in such manner as required to obtain Landlord's approval, and resubmitted to Landlord for Landlord's approval. The failure of Landlord to timely approve or disapprove the Space Plans shall constitute Landlord's approval of the Space Plans. The foregoing process shall apply for any resubmitted Space Plans until the Space Plans are approved or deemed approved by Landlord.

(ii) Working Drawings. Working architectural, electrical, mechanical (HVAC and plumbing) plans and any other working plans (collectively the "Working Drawings") necessary to construct the Initial Improvements shall be prepared by the Architect and any licensed mechanical, electrical and other engineers required by Applicable Laws (collectively the "Engineers"), consistent with the Space Plans approved by Landlord and any other construction requirements of Landlord for the Initial Improvements and submitted to Landlord for Landlord's approval. Within 10 days after Landlord's receipt of all Working Drawings required to construct the Initial Improvements, Landlord shall approve or disapprove the Working Drawings. In the event Landlord disapproves the Working Drawings, or any part thereof, Landlord shall specify the reasons for such disapproval in its notice of disapproval. If Landlord disapproves the Working Drawings, in whole or in part, they shall be revised in such manner as required to obtain Landlord's approval and resubmitted to Landlord for Landlord's approval. In the event Landlord fails to approve or disapprove the Working Drawings within 10 days after Landlord's receipt of all the Working Drawings, the Working Drawings shall be deemed approved. The foregoing process shall apply for any resubmitted Working Drawings until the Working Drawings are approved or deemed approved by Landlord.

(iii) Final Plans. After Landlord has approved the Working Drawings, any further drawings, plans and/or specifications needed to obtain all required building permits from the Salt Lake City to construct the Initial Improvements shall be prepared by the Architect and Engineers (the Working Drawings together with such additional drawings, plans and/or specifications required to obtain building permits shall be collectively referred to as the "Final Plans"). Prior to submitting the Final Plans to Salt Lake City for purposes of obtaining building permits to construct the Initial Improvements, Tenant shall submit the Final Plans to Landlord for Landlord's approval or disapproval. Within 10 days after Landlord's receipt of the Final Plans, Landlord shall approve or disapprove the Final Plans. Approval of the Final Plans shall be given by Landlord so long as same are consistent with the approved Working Drawings. In the event the Landlord disapproves the Final Plans, or any part thereof, Landlord shall specify the reason therefor in its notice of disapproval and the Final Plans shall be revised in such manner as required to obtain Landlord's approval and resubmitted to Landlord for Landlord's approval. In the event Landlord fails to approve or disapprove the Final Plans within 10 days after Landlord's receipt of the Final Plans, the Final Plans shall be deemed approved by Landlord. The foregoing process shall apply for any

resubmitted Final Plans until the Final Plans are approved or deemed approved by Landlord. Once the Final Plans are approved by Landlord, Tenant shall submit the Final Plans to Salt Lake City for purposes of obtaining building permits from Salt Lake City as are required by Salt Lake City for construction of the Initial Improvements. Once the Final Plans are approved by Landlord, except for minor non-material, non-structural changes, no change shall be made to the Final Plans without the written approval of Landlord. At the time the Final Plans are approved by Landlord, Landlord shall specify to Tenant whether the Initial Improvements, or any part thereof, shall be required by Landlord to be removed from the Leased Premises at the time Tenant's right to possession of the Leased Premises has terminated. If Landlord fails to so designate to Tenant that Tenant shall be required to remove some or any part of the Initial Improvements at the time the Final Plans are approved by Landlord, then it shall be deemed that Tenant shall not be required to remove any of the Initial Improvements at the time Tenant's right to possession of the Leased Premises has terminated. Once Salt Lake City approves the Final Plans, Tenant shall forthwith deliver to Landlord a complete set of the Final Plans reflecting approval by Salt Lake City, together with a copy of all building permits issued by the Salt Lake City for construction of the Initial Improvements.

4. Tenant's Contractor: All construction work to be done by Tenant to construct the Initial Improvements shall be performed by Westland Construction, of Orem, UT, a general contractor (the "Contractor") selected by Tenant and hereby approved by Landlord. Notwithstanding the foregoing, all subcontractors must be approved by Landlord in an open-book bidding process. Each Subcontractor shall submit as part of its bid, a timeline and/or gant chart detailing the proposed timeline for completion. Landlord shall have the option of submitting up to two (2) subcontractors selected by Landlord to participate in Contractor's open-book-bidding process for each trade that Contractor is soliciting bids from subcontractors. Within 10 days after Landlord's receipt of all subcontractor bids, Landlord shall, at its option, approve or disapprove each subcontractor bid. In the event Landlord disapproves of a subcontractor bid, or any part thereof, Landlord shall specify the reasons for such disapproval in its notice of disapproval. If Landlord disapproves of a subcontractor for any reason, in whole or in part, Tenant and Contractor shall select an alternative subcontractor to be resubmitted to Landlord for Landlord's approval. The failure of Landlord to timely approve or disapprove of any subcontractor shall constitute Landlord's approval of the subcontractors.

Tenant shall provide Landlord with the name of its alternatively proposed Contractor together with the proposed Contractor's license number, bonding information and contact information, and the curriculum vitae for the proposed Contractor and a list of projects completed by such Contractor, including contact information for the persons knowledgeable of the work performed by the Contractor on such list of projects. Within five (5) business days after Tenant submits the name and all such information relative to the Contractor to Landlord, Landlord shall either approve or disapprove Tenant's use of its alternative proposed Contractor. If Landlord disapproves Tenant's use of its proposed Contractor, Landlord shall specify in its notice of disapproval the reasons therefor, and Tenant shall resubmit to Landlord, for Landlord's approval, such information for another proposed Contractor. In the event Landlord does not timely respond with approval or disapproval of Tenant's proposed Contractor, Tenant's proposed Contractor shall be deemed approved by Landlord.

5. Requirements of Construction Contract: Once the Contractor is approved or deemed approved by Landlord, Tenant shall enter into a written contract with the Contractor to construct the Initial Improvements (the "Construction Contract"). Under no circumstances shall Landlord be deemed to be in privity of contract with Contractor. The Construction Contract shall be approved by Landlord prior to execution thereof by Tenant and the Contractor. The Construction Contract shall include the following provisions as a requirement of Landlord's approval of same: (a) that all subcontractors used to construct the Initial Improvements ("Subcontractor(s)") be licensed by the State of Utah and perform their work under written subcontracts, copies of which shall be provided to Tenant (which shall forthwith provide copies thereof to Landlord); (b) that Contractor, and each Subcontractor, comply with all Applicable Laws and governmental permits issued for construction of the Initial Improvements, and in compliance with applicable standards of the American Insurance Association, the National Electrical Code, the American Society of Heating, Refrigeration and Air Conditioning Engineers' Guide and Landlord's insurance carrier; (c) at the option of Tenant, that the Contractor, prior to commencement of construction, obtain and deliver to Landlord a performance (completion) bond and labor and materials payment bond for the benefit of Landlord issued by a corporate surety licensed to do business in Utah, each in an amount equal to 125% of the amount to be paid Contractor under the Construction Contract in a form reasonably satisfactory to Landlord; (d) that the work of construction of the Initial Improvements shall be performed in a good and workmanlike manner, using new materials and be guaranteed to be free from any and all defects in workmanship and materials for a period of time which customarily applies in good contracting practices, but in no event less than one year after completion of the Initial Improvements, which guaranties shall include the obligations to repair or replace in a thoroughly first class and workmanlike manner and without any additional charge any and all of the Initial Improvements done or furnished by said Contractor or any Subcontractor or any of their respective sub-subcontractors, employees or agents, which shall be or become defective because of faulty materials or workmanship within the period covered by such guaranty, and the correction of any such matter shall include, without any additional charge therefor, all expenses and damages in connection with the removal, repair and/or replacement in a thoroughly first class manner of any other part of the Initial Improvements or Leased Premises which may be damaged or disturbed thereby. All such guarantees as to workmanship and materials shall be in writing and shall expressly inure to the benefit of Landlord and Tenant and be directly enforceable by either; (e) that progress payments not be paid in a manner that the Contractor is paid in advance for work of the Initial Improvements which has not been performed and approved by Tenant and that there be a 10% retention withheld from all progress payments and the final payment, which retention shall be paid only upon the conditions specified in Sub-Paragraph 8(iii)(c) below; (f) that the Contractor and each Subcontractor performing work to construct the Initial Improvements shall maintain at all times during construction of the Initial Improvements the following insurance coverages: (i) commercial general liability insurance issued by responsible insurance companies, qualified to do business in the State of Utah, reasonably approved by Landlord, including employer's liability, automobile liability and completed operations coverage part, in an amount no less than \$2,000,000.00, combined single limit, for bodily injury, personal injury and property damage liability, naming Landlord and Holders of Security Instruments as additional insureds (with such additional insured's certificate being delivered to Landlord prior to commencing the Initial Improvements); and (ii) statutory workers compensation insurance; (g) that the Contractor defend, indemnify and hold harmless Landlord and its members, managers, agents, employees, successors and assigns and Holders of Security Instruments harmless from any and all suits,

judgments, claims losses, liabilities, costs, damages, fines, penalties, expenses (including, but not limited to attorneys' fees) arising from or in connection with construction of the Initial Improvements; and (h) that the HVAC Subcontractor be specifically approved by Landlord, provided, however, Landlord shall be entitled to designate to Contractor the HVAC Subcontractor to be used for the Initial Improvements, and upon such designation, Contractor shall be required to use such designated HVAC Subcontractor.

The Construction Contract shall be submitted to Landlord for Landlord's approval prior to execution by Tenant and the Contractor. Landlord's approval may be withheld for any reason in Landlord's reasonable discretion. In the event Landlord disapproves the Construction Contract, Landlord shall specify the reasons for such disapproval in its notice of disapproval and the Construction Contract shall be revised in such manner as required to obtain Landlord's approval and be resubmitted to Landlord for Landlord's approval. In the event Landlord has not approved or disapproved the Construction Contract within 10 days after Tenant's submission to Landlord of the Construction Contract, the Construction Contract shall be deemed approved by Landlord. The foregoing process shall apply for any resubmitted Construction Contract until the Construction Contract is approved or deemed approved by Landlord. Only after the Construction Contract is approved by Landlord shall Tenant and the Contractor execute the same. Upon execution, a complete copy of the executed Construction Contract shall be forthwith delivered to Landlord by Tenant. Once the Construction Contract is approved by Landlord, except for minor non-material changes, no changes to the Construction Contract shall be made unless approved in writing by Landlord. Any change in the amount to be paid for the Initial Improvements in excess of 5% of the original amount to be paid for the Initial Improvements set forth in the Construction Contract shall be deemed to be a material change to the Construction Contract.

6. Landlord's Requirements Relative to Construction of Initial Improvements: (i) Requirements Prior to Commencing Work on Initial Improvements. Prior to commencing any work on the Initial Improvements, Tenant shall provide Landlord with each of the following:

(a) a construction schedule for the Initial Improvements in bar graph form indicating the completion dates of all phases of the Initial Improvements;

(b) the Contractor's acknowledgement that it has read the rules and regulations specified in Paragraph 6(ii) below;

(c) if applicable, the payment and performance (completion) bonds required by Paragraph 5(c) above;

(d) the insurance certificates naming Landlord and Holders of Security Instruments as additional insureds as required by Paragraph 5(i) above;

(e) Tenant's updated financial and bank statements evidencing Tenant's availability of funds sufficient for payment of all financial obligations of Tenant under the Construction Contract, other than the portion of the Initial Improvements to be paid by Landlord from the Allowance as provided in Paragraph 8 (b) and (c) below.

(ii) Landlord's requirements during construction of Initial Improvements.

(a) all Initial Improvements shall be performed so that damage to the building of which the Leased Premises are a part does not occur;

(b) no penetrations of the roof or exterior walls of the buildings of which the Leased Premises are a part, or installation of any antennas, shall occur without the prior written approval of the Landlord. Any roof penetrations shall be performed under the direct supervision of the Landlord;

(c) all building materials, tools and equipment used in connection with the Initial Improvements shall be stored within the Leased Premises or such other location as may be specifically designated by Landlord in Landlord's sole discretion;

(d) all trash, debris and rubbish generated from construction of the Initial Improvements shall be stored within the Leased Premises and removed from the Leased Premises no less than once every week;

(e) work shall only be performed during hours specified by Landlord, and Tenant shall notify Landlord or Landlord's project manager of any planned work to be done on weekends or other than such specified hours and obtain Landlord's prior written approval to any such work done at times other than as specified by Landlord;

(f) the Contractor shall provide temporary utilities, portable toilet facilities, portable drinking water as required for construction of the Initial Improvements;

(g) the work shall be performed so as to not interfere or impede any other work performed by Landlord within the Shopping Center; (h) the Contractor and any Subcontractors or material suppliers shall not post any signs on any part of the Leased Premises or Shopping Center;

(i) the Initial Improvements shall be performed in a manner so as to not disturb any other tenants in the Shopping Center;

(j) all OSHA rules and regulations and other applicable safety Applicable Laws applicable to be construction of the Initial Improvements shall be observed at all times;

(k) upon completion of the Initial Improvements, all temporary structures, lights, guard rails and/or other devises installed to protect the Initial Improvements, the Leased Premises and the Shopping Center from damage, accident, storm or other hazard during construction shall be removed;

(l) if any person performing work on the Initial Improvements is reasonably objected to by Landlord, Tenant shall cause its Contractor to remove such person from performance of the work of the Initial Improvements;

(m) Landlord shall have the right to inspect the progress of construction of the Initial Improvements, to insure compliance with the Final Plans and Landlord's requirements set forth above, without prior notice being given to Tenant or the Contractor. Any inspection shall be for the sole purpose of assuring compliance with Landlord's requirements and no responsibility for

proper construction, engineering, safety and/or design of the Initial Improvements, or compliance with Applicable Laws, shall be implied or inferred on the part of Landlord in making such inspections; and

(n) Should Tenant or its Contractor or any Subcontractors fail to comply with any of the foregoing requirements and continue to not comply with the foregoing requirements after written notice to Tenant from Landlord of such noncompliance, Tenant shall immediately upon demand by Landlord cease and desist from further construction of the Initial Improvements and an Event of Default under the Lease shall exist.

7. Completion of Initial Improvements: Tenant shall notify Landlord that the Initial Improvements have been completed within three (3) days after completion of the Initial Improvements, and arrange for an inspection of the Initial Improvements with Landlord, Tenant and the Contractor. At such inspection, any defects or "punch list" items noted by Landlord shall be specified, and Tenant shall cause all of such items so specified to be corrected forthwith. Within ten (10) days after completion of the Initial Improvements, Tenant shall cause a Notice of Completion to be recorded in the Salt Lake County Recorder's Office in accordance with Section 38-1a-507, or successor statute, of the Utah Code, and upon recordation Tenant shall supply a conformed copy thereof to Landlord. If Tenant fails to so record and provide Landlord with a Notice of Completion, Landlord may execute and record same on behalf of Tenant, as Tenant's agent for such purpose, at Tenant's sole cost and expense. Within thirty (30) days following completion of the Initial Improvements, Tenant shall deliver to Landlord: (i) two (2) sets of as-built drawings for the Leased Premises, (ii) copies of all warranties, guaranties and operating manuals and information relating to the Initial Improvements; and (iii) a copy of the Certificate of Occupancy issued by Salt Lake City for Tenant's Permitted Use of the Leased Premises.

8. Payment of Cost of Initial Improvements:

(i) Landlord's Obligations. Landlord's obligation to pay for the Initial Improvements is limited to the amount of the Allowance to be paid strictly in compliance with the provisions set forth in Paragraph 8 (iii) below.

(ii) Tenant's Obligations. Except for payment of the Allowance as provided in Paragraph 8 (iii) below, Tenant shall pay the cost of all Initial Improvements, including, without limitation, all hard and soft, direct and indirect, costs, expenses, fees and amounts required to be paid to Contractor, Architect, Engineers, or for other professional services associated with planning and construction of the Initial Improvements (collectively the Construction Costs"). However, under no circumstance shall the Construction Costs include any payments made to Tenant's construction management fees and/or Tenant's construction administration fees or any other fees paid to Tenant. In order for Landlord to verify and assure that Tenant has sufficient funds to fulfill Tenant's monetary obligations to complete the Initial Improvements, Tenant shall place in escrow (the "TI Escrow") the following amounts and on the dates set forth below:

- (a) \$808,230.05 upon mutual Lease execution (said \$808,230.05 has been deposited in the TI Escrow as of the date of this Amendment); and
- (b) \$191,769.95 on or before October 1, 2015.

If Tenant shall fail to place the foregoing amounts into the TI Escrow on or before the aforementioned dates, Tenant shall be in material default under the Lease and Landlord shall have any and all remedies available at law or in equity. The TI Escrow shall be held by a mutually agreed upon reputable title company or by a Utah licensed attorney in his/her client trust account where both Landlord and Tenant shall be required to approve of any disbursements. Disbursements may be made to Tenant's Contractor upon the approval of both Landlord and Tenant ONLY, provided the following additional conditions are satisfied: (aa) the Initial Improvements theretofore constructed have been constructed in full compliance and conformity with the Final Plans and in a good and workmanlike manner as determined by Landlord, Landlord's architect and/or engineer or a third party inspector retained by Landlord; (bb) Tenant is in compliance with all provisions of Exhibit E, and further no Event of Default has occurred and no act or omission has occurred which, with notice and/or passage of time, would be an Event of Default under the Lease and (cc) Tenant and Contractor are both in compliance with all provision of the Construction Contract, and further no event of default has occurred thereunder and no act or omission has occurred which, with notice and/or passage of time, would be an event of default under the Construction Contract. Upon the placing of the first amount in the TI Escrow by Tenant, Landlord and Tenant shall reaffirm the escrow instructions previously agreed upon by the Parties dated September 30, 2014.

The provisions of Section 11(c) of the Lease are incorporated into this Exhibit E as though set forth in full herein and shall apply to the Initial Improvements.

Of the Construction Costs, Tenant shall pay the first \$612,893.00 ("Tenant's Initial Contribution") calculated as \$42.50 x the Gross Leasable Area, prior to Landlord having any obligation to pay any part of the Allowance. On or before the tenth (10th) of each month after complete execution of the Lease and during construction of the Initial Improvements, Tenant shall provide Landlord invoices, statements, bills and other evidence of completed construction work during the preceding month, together with appropriate waivers and releases of mechanic's liens and mechanic's liens lien rights duly executed and acknowledged by the payees of the Construction Costs, in such forms and content as Landlord designates to Tenant. Upon mutual approval by Tenant and Landlord of completed construction work and approval by Tenant and Landlord of certified Construction Costs, Landlord shall disburse funds pursuant to Section 8(ii) above and the joint escrow instructions. Further, no less than fifteen (15) days prior to the date Tenant expects Tenant's Initial Contribution to be fully spent on Construction Costs, Tenant shall notify Landlord thereof and provide Landlord within ten (10) days after Tenant's Initial Contribution is fully spent on Construction Costs with the documentation required by the second sentence of this paragraph.

In addition to Tenant's Initial Contribution, Tenant shall also install furniture, fixtures and equipment within the Leased Premises in an amount no less than Four Hundred Thousand Dollars (\$400,000.00) ("FF&E Contribution"), and provide Landlord with proof thereof, satisfactory to Landlord, of which funds shall be disbursed pursuant to Section 8(ii) above and the joint escrow instructions.

(iii) Payment of Allowance. Upon complete satisfaction of the requirements of payment by Tenant of Tenant's Initial Contribution, as set forth in Paragraph 8(ii) above, Landlord shall commence payment of the Allowance in the amount of the \$612,893.00 (\$42.50 x the Gross Leasable Area), provided the following additional conditions are satisfied: (aa) the Initial Improvements theretofore constructed have been constructed in full compliance and conformity

with the Final Plans and in a good and workmanlike manner as determined by Landlord, Landlord's architect and/or engineer or a third party inspector retained by Landlord; (bb) Tenant is in compliance with all provision of Exhibit E, and further no Event of Default has occurred and no act or omission has occurred which, with notice and/or passage of time, would be an Event of Default under the Lease; (cc) Tenant and Contractor are both in compliance with all provision of the Construction Contract, and further no event of default has occurred thereunder and no act or omission has occurred which, with notice and/or passage of time, would be an event of default under the Construction Contract; and (dd) the amount of the Allowance less Landlord's Soft Costs (defined as soft costs, expenses, fees and amounts required to be paid to Landlord's architect, engineers, construction manager consultants and other professionals for services associated with approving and/or overseeing the planning and construction of the Initial Improvements, including, without limitation, reviewing and consulting on the Space Plans, Working Drawings and Final Plans and inspecting and consulting on the construction of the Initial Improvements) is sufficient to fully pay all Construction Costs through completion of the Initial Improvements as provided in Paragraph 7 above. In the event Landlord determines that condition (dd) above is not satisfied, then, as a further condition of Landlord's obligation to pay any part of the Allowance, Tenant shall be required to deposit with Landlord cash ("Tenant's Cash Deposit") in an amount determined by Landlord sufficient to assure that the Construction Costs through completion of the Initial Improvements as provided in Paragraph 7 above are able to be fully paid by the amount of the Allowance less Landlord's Soft Costs plus Tenant's Cash Deposit. If Tenant's Cash Deposit is required, then Landlord shall disburse same to pay Construction Costs after Landlord has fully paid the Allowance.

(a) The Allowance shall be first used for payment of the fees and costs for Landlord's Soft Costs (and to the extent same are not fully determined at the time Landlord is required to pay the Allowance, Landlord may estimate the amount necessary to completely pay for such and deduct from the Allowance the amount of Landlord's Soft Costs theretofore paid and estimated to be paid (collectively "Landlord's Soft Cost Amount"). After final completion of the Initial Improvements, Landlord shall provide Tenant with documentation consisting of invoices, statements, bills, cancelled checks and other evidence of payment of such sums paid by Landlord for Landlord's Soft Costs. In the event the aggregate amount so paid by Landlord does not exceed Landlord's Soft Cost Amount withheld by Landlord from disbursement of the Allowance, Landlord shall include with payment of the retention provided in Sub-Paragraph 8(iii)(c) below the unused portion of such withheld amount. In the event Landlord's Soft Cost Amount is insufficient to pay all of such actual Landlord's Soft Costs, then Landlord shall subtract from such retention payable the amount necessary so that such insufficiency is deducted from the retention

(b) Landlord shall pay the Allowance of \$612,893.00 less Landlord's Soft Cost Amount as follows: On or before the first day of each calendar month following Tenant's complete payment of Tenant's Initial Contribution, Tenant shall deliver to Landlord: (1) a request for payment from the Contractor, including payments requested for Subcontractors, material and/or equipment suppliers, in a form reasonably approved by Landlord, showing a schedule by trade of percentage of completion of the Initial Improvements, and payments requested for such completed Initial Improvements as of the date of such request for payment; (2) invoices, statements and bills supporting the amounts set forth in such request for payment; (3) executed mechanic's lien releases (as specified in the next paragraph)

from all persons to be paid pursuant to such request for payment; and (4) all other information reasonably requested by Landlord. Tenant's submission of such request for payment shall constitute Tenant's representation to Landlord that the work for which payment is sought has been completed and accepted by Tenant and that the payment requested is due and payable under the Construction Contract. Within thirty (30) days after receipt of each such request for payment, Landlord shall pay the Tenant (or at Landlord's option pay Contractor or pay joint checks payable to the Contractor and any Subcontractor and/or material and/or equipment supplier being paid by such request for payment) the amount of such request for payment less a five percent (5%) retention. Provided, however, Landlord shall not be obligated to pay any requested payment to the extent Landlord disputes in good faith the payment is due, or there is uncorrected defective work. Landlord's payment of any requested payment shall not be deemed to be Landlord's approval or acceptance of the work or any materials supplied.

The mechanic's lien releases required by this Sub-Paragraph (b) shall be as follows: for any progress payment, (w) a conditional waiver and release upon progress payment for the payment being made, signed by the Contractor and all Subcontractors and materialmen being paid by such progress payment, and (x) an unconditional waiver and release upon progress payment for the immediately prior payment made to the Contractor, signed by the Contractor and all Subcontractors and materialmen who were paid by the prior progress payment; and for the final payment, (y) an unconditional waiver and release upon final payment signed by the Contractor and all Subcontractors and materialmen being paid by such final payment, all in the forms and content as designated by Landlord.


(c) Payment of Retention. Subject to the provisions set forth in this Sub-Paragraph (c) and Sub-Paragraph (a) above, Landlord shall pay Tenant the amount of the retention withheld pursuant to Sub-Paragraph (b) above thirty-five (35) days after recordation of the Notice of Completion called for in Paragraph 7 above, provided that Tenant has theretofore delivered to Landlord the following: (A) to the extent not theretofore provided, properly executed unconditional waiver and release upon final payment signed by the Contractor, and all Subcontractors and materialmen, in the forms and content as designated by Landlord (B) copies of signed off permits evidencing governmental approvals of the completed Initial Improvements; (C) two (2) sets of as-built drawings for the Leased Premises; (D) the permanent Certificate of Occupancy for Tenant's Permitted Use of the Leased Premises; (E) If required by Landlord's Holders of Security Instruments, Tenant shall submit an estoppel certificate and/or subordination agreement; and (F) all other information reasonably requested by Landlord; provided that Landlord has determined theretofore that no uncorrected substandard work of the Initial Improvements exists and no mechanic's liens affecting the Shopping Center have been recorded.

(d) Other Terms. Landlord shall only be obligated to make disbursements from the Allowance to the extent costs are actually incurred for Construction Costs. In the event a portion of the Allowance remains unused after the payments called for in Sub-Paragraphs (a) through (c) have been made, such unused amount shall belong to Landlord and Tenant shall have no further rights with respect thereto. In the event the conditions set forth in (bb) and/or (cc) in the first paragraph of 8(iii) are not satisfied after Landlord begins payment of the Allowance, Landlord shall have no further obligation to further pay any

part of the Allowance until those conditions resume being satisfied. If the Lease is terminated due to an Event of Default of the provisions hereof or of the Lease, then Tenant shall immediately thereupon reimburse Landlord for any sums of the Allowance theretofore paid or required to be paid by Landlord. The obligations of Tenant under this Sub-Paragraph (d) shall survive any such termination.

"LANDLORD"

TROLLEY SQUARE VENTURES, LLC,
A Utah limited liability company



By: Larry Shelton
Its: Manager

"TENANT"

THE FALLS AT TROLLEY SQUARE, LLC,
a Utah limited liability company



By: Steve Down
Its: CEO

EXHIBIT F
RULES AND REGULATIONS

The use of the Shopping Center, including the Common Area and Leased Premises, by Tenant and Tenant's agents, employees, servants, vendors, visitors and invitees shall be subject to the following rules and regulations:

1. Landlord shall have the right and authority to designate specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles and other transportation vehicles owned by Tenant, Tenant's employees, servants, agents, licensees, vendors, and concessionaires shall be parked. Tenant shall furnish to Landlord upon request a complete list of all license numbers and a description of all automobiles and other transportation vehicles operated by Tenant, Tenant's employees, servants, agents, licensees, vendors or concessionaires.
2. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances as shall be designated from time to time for such purposes by Landlord. In no event shall delivery trucks be permitted to obstruct the driveways, entries, or parking aisles in front of any buildings within the Shopping Center. All deliveries, when possible, shall be made through the rear entrance of the Leased Premises.
3. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be used. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers is permitted in the Shopping Center.
4. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the sole discretion of Landlord shall be necessary for the proper operation of the Shopping Center.
5. No person shall use any utility area, truck facility or other area reserved for use in connection with the conduct of business except for the specific purpose for which such area is designated.
6. Except as permitted in Tenant's Lease of the Leased Premises or except as permitted by Landlord's prior written consent, no person shall within the Common Area:
 - (a) Vend, exhibit, display, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;
 - (b) Exhibit any sign, placard, banner, notice or other written material;
 - (c) Distribute any circular, booklet, handbill, placard or other materials;
 - (d) Solicit membership in any organization, group or association or contribution for any purpose;

(e) Parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of the Common Area by Landlord or any occupant or any employee, or invitee of any occupant of the Shopping Center, create a disturbance, attract attention or harass, annoy, disparage, or be detrimental to the interests of any business establishments within the Shopping Center;

(f) Use the Common Area for any purpose other than employee parking when none of the business establishments within the Shopping Center are open for business or employment;

(g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind;

(h) Deface, damage or demolish any sign, light, standard or fixture, landscaping material or other improvements, or property situated within the Common Area or the Shopping Center; or

(i) Solicit any other business or display any merchandise.

7. The outside areas immediately adjoining the Leased Premises shall be kept clean and free from dirt and rubbish by Tenant to the complete satisfaction of Landlord. Tenant is responsible for storage and removal of its trash, refuse and garbage. Tenant shall not use the exterior sidewalks or exterior walkways of its Leased Premises to display, store or place any merchandise.

8. The Common Area plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

9. All floor area, including vestibules, entrances and exits, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition.

10. No portion of the Common Area of the Shopping Center shall be used for any lodging or illegal purposes.

11. The sidewalks, halls, passages, exits, entrances, elevators, and stairways of the Common Area or the Shopping Center shall not be obstructed by any Tenant or used by any Tenant for any purpose other than for ingress to and egress from their respective Leased Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the use of the general public and Landlord shall at all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interest of the Shopping Center and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Except as specifically permitted by the Lease, no Tenant and no employee or invitee of any Tenant shall go upon the roof of any building within the Shopping Center.

12. In the case of any invasion, mob, riot, public excitement or other circumstances rendering such action advisable in Landlord's sole discretion, Landlord reserves the right to prevent access to the Common Area and Shopping Center during the continuance of the same by such action as Landlord may deem appropriate, including closing entrances to the Shopping Center and Common Area.
13. No Tenant shall place or permit any radio or television antenna, loudspeaker, amplifier or other device in the Common Area or where the same can be seen or heard in the Common Area without the prior written consent of Landlord.
14. No person shall use any part of the Common Area for any purpose other than those for which the Common Area is intended.
15. No part in the Common Area shall be used for storing or maintaining any material or property, whether on a temporary basis or otherwise and no action shall be taken in the Common Area which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other Tenants of the Shopping Center or unreasonably interfere with their use of their respective Leased Premises of the Common Area, nor do anything which would tend to injure the reputation of the Shopping Center.
16. Any repairs, maintenance or replacements to the Common Area required to be made by Landlord which are occasioned by the act or negligence of any Tenant, its agents, employees, sublessees, licensees and concessionaires, shall be paid for by such Tenant upon demand to the extent not covered by insurance proceeds paid to Landlord therefor.
17. No Tenant shall make any alteration, addition or improvement to or remove any portion of the Common Area, and no Tenant shall make any changes to or paint any portion of the Common Area, or install any lighting, decorations or paintings in or to the Common Area, or erect or install any signs, banners, placards, decorations or advertising media of any type in the Common Area, without the prior written consent of Landlord.
18. No washing of vehicles, equipment or merchandise shall be permitted in any portion of the Common Area.
19. No maintenance or other work shall be performed on any motor vehicle in any portion of the Common Area.
20. No Tenant shall bring or keep or permit to be brought or kept in their respective Leased Premises or the Common Area any animal, except as required by Tenant's use and except for dogs needed by those with disabilities when in the company of their masters.
21. If Tenant requires "special" landscaping (i.e. flowers, shrubs, trees, etc.) beyond the standard landscaping requirements for the remainder of the Shopping Center and this "special" landscaping has been approved by Landlord in writing, the cost of installation, replacement, irrigation, and maintenance of such special or required landscaping, shall be borne solely by such Tenant. Nothing in this provision shall be construed as expanding Tenant's rights or Landlord's obligations to install "special" landscaping beyond what is provided for in the Lease.

Landlord shall at all times have the right to change these rules and regulations or to promulgate other rules and regulations in such manner as may be deemed advisable for safety, care or cleanliness of the Shopping Center, for preservation or good order therein, or for other purposes, all of which rules and regulations, changes and amendments shall be carried out and observed by Tenant. Tenant shall further be responsible for the compliance with these rules and regulations by the employees, servants, agents, visitors and invitees of Tenant. Landlord may waive any one or more of these rules and regulations for the benefit of any particular Tenant or Tenant, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other Tenant or Tenant, nor prevent Landlord from thereafter enforcing any such rules and regulations against any or all of the Tenants of the Shopping Center. In the event any provisions of these rules and regulations shall conflict with any specific provisions of the Lease to which this Exhibit "F" is attached, the provisions of the Lease shall control.

EXHIBIT G GUARANTY

This Guaranty is executed by THE FALLS EVENT CENTER, LLC, a Utah limited liability company (the "Guarantor"), the sole parent of Tenant, for the benefit of Trolley Square Ventures, LLC, a Utah limited liability company (herein "Landlord").

RECITALS

A. By that certain Lease executed contemporaneously herewith (the "Lease"), Landlord is leasing to THE FALLS AT TROLLEY SQUARE, LLC, a Utah limited liability company DBA The Falls Event Center (herein "Tenant"), certain premises located in the Trolley Square Shopping Center, in Salt Lake City, County of Salt Lake, Utah (the "Premises"), and more particularly described in the Lease.

B. Guarantor is benefited by the Lease. Guarantor acknowledges that Landlord has required execution of this Guaranty as a condition to entering into the Lease and that Landlord would not enter into the Lease absent execution of this Guaranty.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows.

1. **Guaranteed Obligations.** Guarantor hereby irrevocably and unconditionally guarantees to Landlord, as a primary obligor and not as a surety, without deduction by reason of setoff, defense or counterclaim, the full and prompt payment and performance, as and when due, of all obligations of Tenant under the Lease, including those obligations created or incurred after default and/or arising by acceleration. In the event Tenant fails to pay or perform any such obligation, Guarantor shall promptly pay and perform the same, upon demand. Guarantor also specifically agrees to pay the amount of damages due upon or by reason of rejection of the Lease in Tenant bankruptcy proceedings, even though such amount may be only an unsecured claim against Tenant which may be discharged or dischargeable. In the event the obligations of Tenant or the claims of Landlord under or with respect to the Lease are limited or reduced in Bankruptcy, Guarantor shall pay (a) the limited or reduced amount, plus (b) the amount of the limitation or reduction, all to the end that all obligations set forth in the Lease and all claims of Landlord under the Lease shall be paid in full. The obligations guaranteed and undertaken by Guarantor described in this Section 1 are the "Guaranteed Obligations".

2. **Direct and Continuing Liability.** The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Landlord first to exercise, enforce or exhaust any right or remedy against Tenant, against any other party liable for any of the Guaranteed Obligations, or against any collateral or security given with respect to any of the Guaranteed Obligations. Guarantor waives any defense that the Guaranteed Obligations now or hereafter exceed the obligations of Tenant under the Lease. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Landlord to proceed against Tenant, or any other guarantor or person or to pursue any other security or remedy before proceeding

against Guarantor; (b) any defense based on the genuineness, validity, regularity or enforceability of the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Tenant or any other person; and (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election of remedies, or otherwise) of the liability of Tenant, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Tenant for reimbursement.

3. Subsequent Events. The liability of Guarantor shall not be diminished, released, or discharged to any extent by the occurrence of any one or more of the following events, with or without notice to Guarantor.

(a) The release or discharge of Tenant or anyone liable for the payment or performance of any of the Guaranteed Obligations, arising by operation of law or otherwise, or the release of any collateral securing any of the Guaranteed Obligations.

(b) Any change in the terms of payment or performance of any of the Guaranteed Obligations.

(c) Any assignment of the Lease or any subletting of all or any portion of the Premises, whether by agreement or by operation of law, and whether with or without the consent of Landlord.

(d) Any amendment to the Lease, any waiver of any right or remedy thereunder, or the grant of any indulgence under the Lease, in all cases whether or not evidenced by a written instrument signed by Landlord.

(e) The grant by Landlord of any consent, permission or approval under the Lease.

(f) The renewal or extension of the term of the Lease, or the holding over by Tenant after the expiration of the Lease or after the termination of the Lease or of Tenant's right of possession.

(g) The sale of the Premises by Landlord and/or the assignment of Landlord's rights with respect to this Guaranty.

(h) Tenant becoming a debtor in a bankruptcy proceeding, and/or any obligation of Tenant under the Lease being limited, modified, reduced and/or discharged in bankruptcy or from the operation of any present or future provision of any federal or state bankruptcy or insolvency law or other statute or from the decision of any court.

(i) Any use, application, or realization upon, or any failure to use, apply or realize upon, any security deposit or any other collateral given to secure performance of Tenant under the Lease.

4. Waiver of Notices. All notices and demands of every kind and nature are hereby waived by Guarantor. Without limiting the generality of the foregoing, Guarantor waives notice of any of the events described in Section 3 above. If Landlord shall desire to give any notice or make any demand upon Guarantor, such notice or demand may be given or made by a writing addressed to the Guarantor and mailed postage prepaid to the address of Guarantor shown below. No such notice shall operate to waive any rights of Landlord nor to create a duty to give any other notice. Guarantor hereby also waives and agrees not to assert or take advantage of (a) any right or defense based on the absence of any or all presentments, demands (including demands for performance), notices (including notices of any adverse change in the financial status of Tenant, notices of any other facts which increase the risk to Guarantor, notices of non-performance and notices of acceptance of this Guaranty) and protests of each and every kind; (b) the defense of any statute of limitations in any action under or related to this Guaranty or the Lease; (c) any right or defense based on a lack of diligence or failure or delay by Landlord in enforcing its rights under this Guaranty or the Lease.

5. Waiver and Subordination of Claims. Guarantor waives any claim or other right now existing or hereinafter acquired against Tenant and/or against any other person who is liable for any of the Guaranteed Obligations (herein a "Claim"). The term "Claim" includes but is not limited to any claim or cause of action which arises from the performance of Guarantor's obligations under this Guaranty (including, without limitation, any right of contribution, indemnity, subrogation, reimbursement, exoneration, and the right to participate in any claim or remedy against Tenant or any collateral which Guarantor now has or hereinafter acquires), whether such claim or cause of action arises under contract, law, or equity. In addition, Guarantor hereby subordinates any Claim to all claims, rights, remedies and causes of action of Landlord against Tenant and/or against any other person who is liable for any of the Guaranteed Obligations. In the event of competing or conflicting claims or rights, Landlord shall be paid in full from funds available prior to any payment to Guarantor. Any sums collected by Guarantor with respect to any Claim shall be held in trust for Landlord and shall be paid over to Landlord upon request.

6. Reinstatement. A Guaranteed Obligation shall be automatically reinstated if and to the extent that, for any reason, the payment or performance of the same received by Landlord is rescinded or must be otherwise refunded, whether as a result of any proceeding in bankruptcy or reorganization or otherwise. Guarantor agrees that it will indemnify, defend and reimburse Landlord for all reasonable expenses actually incurred, including legal fees, incurred by Landlord in connection with such rescission, refund or avoidance. The provisions of this Section 6 shall apply, without limiting the generality hereof, to claims to avoid payment made by a trustee in bankruptcy or debtor-in-possession pursuant to the preferential payment provisions of the Bankruptcy Code.

7. Insolvency Proceedings. Guarantor shall not, without the prior written consent of Landlord, commence, or join with any other person in commencing, any bankruptcy, reorganization or insolvency proceeding against Tenant. Upon Landlord's request, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Tenant relating to any indebtedness of Tenant to Guarantor and will assign to Landlord all rights of Guarantor

thereunder. Landlord shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to Landlord the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to Landlord all of Guarantor's rights to any such payments or distributions to which Guarantor would otherwise be entitled; provided, however, that Guarantor's obligations hereunder shall not be satisfied except to the extent that Landlord receives cash by reason of any such payment or distribution. If Landlord receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty.

8. Attorneys' Fees and Trial.

8.1 Under Guaranty. In the event of litigation to enforce or interpret this Guaranty, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred at and in preparation for discovery (including depositions), arbitration, trial and any appeal or review. This provision shall also extend to all litigation and other proceedings in the U.S. Bankruptcy Court, including litigation and proceedings involving matters unique to bankruptcy law.

8.2 Reimbursement. Guarantor shall reimburse Landlord, upon demand, for all costs and attorney's fees incurred to enforce the Lease or to collect sums thereunder except in the case of Landlord's default or mistake as to whether Tenant was in default, including all actual costs and fees incurred at and in preparation for discovery (including depositions) arbitration, trial and any appeal or review. This provision shall also extend to all litigation and other proceedings in the U.S. Bankruptcy Court, including litigation and proceedings involving matters unique to bankruptcy law.

8.3 Waiver of Jury Trial. Guarantor hereby waives any right to trial by jury and further waives and agrees not to assert or take advantage of any defense based on any claim that any arbitration decision binding upon Landlord and Tenant is not binding upon Guarantor.

9. Miscellaneous.

9.1 Prior to the execution of this Guaranty and at any time during the Term of the Lease upon ten (10) days prior written notice from Landlord, Guarantor shall provide Landlord with a current financial statement for Guarantor and financial statements for Guarantor for the two (2) years prior to the current financial statement year to the extent not previously delivered to Landlord. Guarantor's financial statements are to be prepared in accordance with generally accepted accounting principles. Guarantor represents and warrants that all such financial statements shall be true and correct statements of Guarantor's financial condition.

9.2 The liability of Guarantor and all rights, powers and remedies of Landlord hereunder and under any other agreement now or at any time hereafter in force between Landlord and Guarantor relating to the Lease shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Landlord by law.

9.3 This Guaranty applies to, inures to the benefit of and binds all parties hereto, their heirs, devisees, legatees, executors, administrators, representatives, successors and assigns. This Guaranty may be assigned by Landlord voluntarily or by operation of law.

9.4 This Guaranty shall constitute the entire agreement between Guarantor and the Landlord with respect to the subject matter hereof. No provision of this Guaranty or right of Landlord hereunder may be waived nor may any guarantor be released from any obligation hereunder except by a writing duly executed by an authorized officer, director or trustee of Landlord. The waiver or failure to enforce any provision of this Guaranty shall not operate as a waiver of any other breach of such provision or any other provisions hereof. No course of dealing between Landlord and Tenant shall alter or affect the enforceability of this Guaranty or Guarantor's obligations hereunder.

9.5 Guarantor shall indemnify, protect, defend and hold Landlord harmless from and against, all losses, costs and expenses including, without limitation, all interest, default interest, post-petition bankruptcy interest and other post-petition obligations, late charges, court costs and attorneys' fees, which may be suffered or incurred by Landlord in enforcing or compromising any rights under this Guaranty or in enforcing or compromising the performance of Tenant's obligations under the Lease.

9.6 The term "Landlord" whenever hereinabove used refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of said Landlord, whether by outright assignment or by assignment for security, and also any successor to the interest of said Landlord or of any assignee of such Lease or any part thereof, whether by assignment or otherwise. The term "Tenant" whenever hereinabove used refers to and means the Tenant in the foregoing Lease specifically named and also any assignee or subtenant of said Lease and also any successor to the interests of said Tenant, assignee or sublessee of such Lease or any part thereof, whether by assignment, sublease or otherwise including, without limitation, any trustee in bankruptcy and any bankruptcy estate of Tenant, Tenant's assignee or sublessee.

9.7 If the Guarantor shall become bankrupt or insolvent, or any application shall be made to have Guarantor declared bankrupt or insolvent, or Guarantor shall make an assignment for the benefit of creditors, or Guarantor shall enter into a proceeding for the dissolution of marriage, or in the event of death of Guarantor, notice of such occurrence or event shall be promptly furnished to Landlord by Guarantor or Guarantor's fiduciary. This Guarantee shall extend to and be binding upon Guarantor's successors and assigns, including, but not limited to, trustees in bankruptcy and Guarantor's estate.

9.8 Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and sent by registered or certified mail, electronic mail or fax, return receipt requested in accordance with the notice provisions of the Lease. The Tenant shall be deemed Guarantor's agent for service of process and notice to Guarantor delivered to the Tenant at the address set forth in the Lease shall constitute proper notice to Guarantor for all purposes. Notices to Landlord shall be delivered to Landlord's address set forth in the Lease. Landlord, at its election, may provide an additional notice to Guarantor at the address provided under Guarantor's signature below.

9.9 Guarantor agrees that all questions with respect to this Guaranty shall be governed by, and decided in accordance with, the laws of the State of Utah.

9.10 Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

9.11 Time is strictly of the essence under this Guaranty and any amendment, modification or revision of it.

9.12 If more than one person signs this Guaranty, each such person shall be deemed a guarantor and the obligation of all such guarantors shall be joint and several. When the context and construction so requires, all words used in the singular shall be deemed to have been used in the plural. The word "person" as used in this Guaranty shall include an individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

IN WITNESS WHEREOF, this Guaranty has been executed and delivered effective as of the 16th day of Sept, 2015.

GUARANTOR:

THE FALLS EVENT CENTER, LLC,
A Utah limited liability company



By: Steve Down
Its: CEO

Address:

EXHIBIT “B”

AGREEMENT

COMES NOW, the undersigned THE FALLS AT TROLLEY SQUARE, LLC ("Tenant") and TROLLEY SQUARE VENTURES, LLC ("Landlord") and they and each of them hereby mutually agree to the following:

RECITALS

Tenant and Landlord entered into Lease on the 22nd day of September, 2014. See Lease Exhibit 1, which is now incorporated by reference into this Agreement including all of its terms and conditions, amendments should there be any and guarantor agreements.

Landlord Leased to Tenant certain space within the Trolley Square Shopping Center more particularly identified at Unit P-103 and E-101 which contains a total of approximately 14,421 square feet.

In addition to the Lease and pursuant to the terms thereof the parties, on October 8, 2014, authorized a filing of a UCC Financing Statement, with the Utah Department of Commerce-Division of Corporations and Commercial Code No. 5743187 granting Landlord a security in all of Tenant personal property on the premises. The security interest secures Tenant performance of all of the terms and conditions of the Lease. See Exhibit 2.

Tenant failed to pay its rent obligation to Landlord. Failure to pay rent is an "an Event of Default" pursuant to the terms of the Lease. See Section 31 of the Lease. Landlord served Tenant with a written notice of this Event of Default and termination of the Lease on the 2nd day of November 2017. See Exhibit 3.

Landlord, after terminating the Lease, re-entered and took possession of the property pursuant to Section 32 of the Lease.

Tenant has requested that Landlord reinstate the Lease and Landlord has agreed to do so but only upon the following terms and conditions as set forth herein.

TERMS AND CONDITIONS OF LEASE REINSTATEMENT

1. Reinstatement of the Lease. In consideration of the following Landlord hereby reinstates the Lease with Tenant conditioned upon full performance of the terms and conditions set forth herein:

- a. Tenant shall cure the Event of Default upon immediate payment of the following amounts:

July 2017

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$ 0	\$ 9,016.28	\$ 2,473.20	\$ 333.30	\$11,822.78

August 2017

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$24,732.02	\$10,671.55	\$ 2,473.20	\$ 567.91	\$38,444.68

September 2017

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$24,732.02	\$10,671.55	\$ 2,473.20	\$1,103.93	\$38,980.70

October 2017

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$24,732.02	\$10,671.55	\$2,473.20	\$1,726.00	\$39,602.77

November 2017

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$24,732.02	\$10,671.55	\$ 2,473.20	\$1,179.70	\$39,056.47

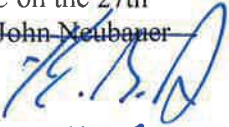
Totals

<u>Rent</u>	<u>Additional Rent</u>	<u>Penalties</u>	<u>Interest</u>	<u>Total</u>
\$98,928.08	\$51,702.48	\$12,366.00	\$4,910.84	\$167,907.40

- b. Lien Satisfaction. Providing the Lease is reinstated should there be in the future another Event of Default, as defined by the Lease in Section 31, and Landlord once again terminates the Lease, Tenant agrees that Landlord may without judicial action take possession and make use of all of the personal property on the premises, determine its value by a third party appraisal and deduct the value from any amount owed to Landlord. The personal property shall then be owned by Landlord. No personal property present on the premises on November 2, 2017 shall be removed from the premises without the written consent of Landlord.

- c. Assignment of Contract Interests. Providing the Lease is reinstated should there be in the future another Event of Default, as defined by the Lease in Section 31, and Landlord once again terminates the Lease, at the time the Lease is terminated it shall be deemed that all contracts in which Tenant considers as accounts receivables (Event Booking Agreements), without judicial action, shall be automatically assigned to Landlord. All remaining amounts owed to Tenant as a result of those contracts shall be payable to Landlord. Existing or future event contracts shall not be transferred or assigned after November 2, 2017 without the written consent of Landlord.
- d. Special Deposit Account. Providing the Lease is reinstated and Tenant is permitted to continue in business it shall immediately establish an account at US Bank to be used to pay its monthly rent to Landlord as follows:
1. Tenant shall at all times deposit and collect 100% of its revenue generated from events, booking agreements and any other services or performances rendered including but not limited to all cash, event deposits, credit card payments, merchant service accounts, checks and any other receivables and place such into the account.
 2. Landlord shall establish an ACH payment process with US Bank to access the account and be enabled to withdraw and transfer funds from the account to itself between the 1st day and the 5th day of each month equal to the monthly rent due pursuant to the terms of the Lease. This amount may be adjusted from time to time upon mutual consent of the parties to be consistent with the Lease obligations. The current monthly amount to be deducted from the account is the total of \$24,732.02 in rent and \$10,671.55 in addition rent for a total of \$35,403.57, defined by the Lease. Failure to have sufficient funds in the account to pay the rent will be an Event of Default.
 3. Landlord may withdraw the monthly amount in more than one payment.
 4. During the 1st and 5th day of the month Tenant shall not make any deductions, debts, transfers or withdrawals from this account without the prior written consent of Landlord.
 5. Tenant shall provide Landlord with a password to the special deposit account to allow Landlord to view the account transactions at all times.
 6. Should at any time in the future Landlord terminate the Lease with Tenant the money in the account at the time of the Lease is terminated shall be immediately deemed an escrow account held in favor of Landlord. Tenant may not withdraw, debit, or transfer any amounts at any time without the prior written consent of Landlord.

- e. Payment of Independent Contractors. The Lease was terminated on November 2, 2017. Since that time the business has been under daily operation by Landlord's independent contractors. No money collected during this time to date has been expended by Landlord and has been segregated into a separate account. This account will be turned back to Tenant upon reinstatement of the Lease. Tenant will be responsible for paying the independent contractors from November 2, 2017 to the date of this agreement at the rate those persons were being paid as employees of Tenant.
 - f. Additional Security. Landlord shall hold a mortgage or lien in the amount of \$167,500.00 at no interest against a separate parcel of real property which will serve to secure payment of any future amounts due and payable to Landlord as a result of Tenant's lease obligations. This property shall be satisfactory with Landlord as to its value and equity. The proposed property is identified as 8199 Southpark Court in Littleton, Colorado. If this property is not approved another will be substituted.
 - g. Parking. Tenant has not been enforcing its parking requirements provided in the Lease. Therefore, in addition to those parking provisions set forth in Section 1 (f) of the Lease, Falls shall provide an additional two (2) parking attendants to be stationed one on the east side of the parking entrance of Whole Foods and one on the west side of the parking entrance to Whole Foods, to direct those attending Falls' events as to where to park. These additional parking attendants shall be present between 5:00 pm and 9:00 pm every Thursday, Friday and Saturday when Tenant is having an event during November and December of each year. During January through October the extra attendants need to be present at the same times and places for any event or combination of events expected to draw more than 200 people. Landlord may enforce these parking provisions by charging a \$50 per car parking fee to Falls for event cars parking outside of the designated areas during these certain times.
2. Successors and Assigns. Subject to the provisions of Section 7 of the Lease, this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, trustees, successors and assigns of the respective parties.
3. No Waiver of Claims. By entering into this agreement Landlord does not waive nor does it imply a waiver by Landlord of any term or condition of the Lease. Landlord specifically reserves any remedy available to it under the Lease or by law or equity despite its forbearance or indulgence related to the default and Lease termination of Falls.
4. Hold Harmless and Indemnification. Falls represents and acknowledges that Landlord has not been in default or breach of contract in any way of its duties as set forth in the Lease to the date of this agreement. Falls hereby agrees to hold harmless and indemnify Landlord from any and all claims, known or unknown to the date of this agreement.
5. Guaranty. The Lease guaranty previously granted by The Falls Event Center, LLC on the 27th day of September, 2014 is hereby reinstated. In addition thereto, ~~Steve Downs and John Neubauer~~ shall sign a written guaranty for any and all amounts owed pursuant to the Lease.


11/17/17

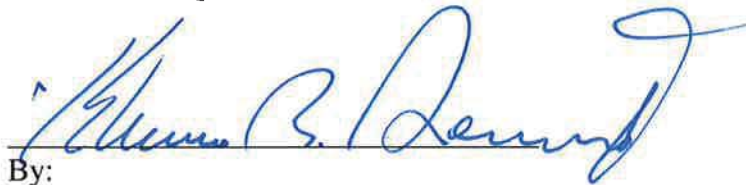
6. Event of Default. Should Falls fail to perform any of the terms and conditions of this agreement it shall be an Event of Default as set forth in the Lease. Landlord's remedies to defaults are set forth in Section 32 of the Lease.
7. Attorney Fees. In the event of the bringing of any action by either party hereto as against the other hereon or hereunder or by reason of the breach of any covenant or condition on the part of the other party or arising out of, involving or relating in any way to this Lease, then and in that event the party in whose favor final judgment shall be entered shall be entitled to have and recover of and from the other party reasonable attorneys' fees and costs (including expert witness fees and costs) incurred at and in preparation for discovery (including depositions), arbitration, trial, appeal and review.

Should Landlord become a party defendant to any litigation concerning this Lease or any part of the Leased Premises or this agreement by reason of any act or omission of Tenant or breach of this Lease by Tenant, its agents, employees or contractors and not because of any act or omission of the Landlord, then Tenant shall indemnify, protect, defend and hold Landlord harmless from all claims, demands, liability, or loss by reason thereof and shall pay to Landlord all reasonable attorneys' fees and costs (including expert witness fees and costs) incurred by Landlord in such litigation.

In addition, Tenant shall reimburse Landlord for any attorneys' fees or costs reasonably incurred by Landlord in performing any of Tenant's duties or obligations under the terms of the Lease or this agreement.

8. The parties acknowledge that it may take several days to accomplish all of the requirements of this agreement. Except for satisfaction of payment due pursuant to paragraph 1(a), and execution of personal guarantees pursuant to paragraph 5, both of which must be completed on the date of this agreement, each party shall have thirty (30) days, from the execution of this agreement, to complete its individual obligations set forth herein. Therefore, at the time all requirements of this agreement are met Landlord will send written notice to Falls that the Lease is reinstated. In between time, Falls may have temporary possession and use of the property and operate its business. Failure to satisfy all the requirements of this agreement within the thirty (30) day period will result in automatic termination, without notice, of Falls temporary possession and use of the property. During Tenant's temporary possession, Landlord may exercise all contractual rights between the parties as if the lease is reinstated, including but not limited to its rights upon Tenant's default.

TROLLEY SQUARE VENTURES, LLC



By:
Its: Manager

THE FALLS AT TROLLEY SQUARE, LLC

A handwritten signature in blue ink, appearing to read "A. J. Jones", is written over a horizontal line.

By:
Its: Manager

THE FALLS EVENT CENTER, LLC

A handwritten signature in blue ink, appearing to read "A. J. Jones", is written over a horizontal line.

By:
Its: Manager