

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this _____ day of _____, 2010, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and **HICKORY HOLLOW MALL LIMITED PARTNERSHIP**, a Delaware limited partnership ("Lessor").

WITNESSETH:

WHEREAS, Metro, by and through the Metropolitan Health Department, administers a medical clinic to serve children and adults on an out-patient basis (the "Medical Clinic"); and

WHEREAS, Metro and Lessor desire to enter into this new Lease for certain space in the shopping center known as Hickory Hollow Mall to open and operate this new Medical Clinic.

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the rent or other consideration hereinafter established, Lessor lets and leases unto Metro all parts and portions of certain real property for the purpose of the Permitted Use (as hereinafter defined).

1. PURPOSE.

- a) Lessor hereby leases to Metro and Metro leases from Lessor **15,351 rentable square feet** of reception and clinic space being **Spaces #2139 through #2147** located on the first floor of the shopping center known as **Hickory Hollow Mall** located at 5252 Hickory Hollow Parkway, Antioch, Tennessee 37013 (the "Shopping Center"). This 15,351 square feet of space in Hickory Hollow Mall is hereafter referred to as the "Leased Premises". The Leased Premises is more particularly described on the floor plans attached hereto and incorporated herein as Exhibit A.

2. **TERM.** The term of this Lease shall commence as set forth in Section 3, on the date that is 120 days after final approval by Metro Council and the Mayor and filing with the Metro Clerk and shall expire on the date that is fifteen (15) years thereafter (the "Term"). If the Term commences on a day other than the first day of a calendar month, then the period commencing with the first day of the Term and ending on the last day of the calendar month in which the Term commenced shall be added to the first Lease year of the Term. Other than the first Lease year, each "Lease year" during the Term will be the consecutive twelve (12) month period commencing on the date of the first full month of the Term to the last day of the succeeding twelfth (12th) month.

Should Metro fail to obtain approval of this Lease within ninety (90) days, Lessor may, at its discretion, terminate this Lease, or, in the alternative, may grant Metro an additional ninety (90) days to approve the Lease. If Metro has not obtained approval of this Lease within 90 days after the date hereof (or 180 days if extended by Lessor), then this Lease shall expire automatically and be of no further force and effect.

3. **RENTAL FEES.** Metro shall pay to Lessor on or before the first day of each month during the Term, without previous demand therefor, and without offset or deduction except as specifically provided in this Lease, a rental equal to the following sums per rentable square feet per year, which will increase by 2 % per year starting in year two as follows:

| <u>Period</u> | <u>Annual Base Rental Per Rentable Square Foot</u> | <u>Annual Payment</u> | <u>Monthly Payment</u> |
|-------------------------|--|---------------------------|----------------------------|
| First year of Term | \$12.00 | \$184,212 | \$15,351 |
| Second year of Term | \$12.24 | \$187,894.24 | \$15,658.02 |
| Third year of Term | \$12.48 | \$191,580.48 | \$15,965.04 |
| Fourth year of Term | \$12.96 | \$198,948.96 | \$16,579.08 |
| Fifth year of Term | \$13.22 | \$202,940.22 | \$16,911.69 |
| Sixth year of Term | \$13.48 | \$206,931.48 | \$17,244.29 |
| Seventh year of Term | \$13.75 | \$211,076.25 | \$17,589.69 |
| Eighth year of Term | \$14.03 | \$215,374.53 | \$17,947.88 |
| Ninth year of Term | \$14.31 | \$219,672.81 | \$18,306.07 |
| Tenth year of Term | \$14.60 | \$224,124.60 | \$18,677.05 |
| Eleventh year of Term | \$14.89 | \$228,576.39 | \$19,048.03 |
| Twelfth year of Term | \$15.19 | \$233,181.69 | \$19,431.81 |
| Thirteenth year of Term | \$15.49 | \$237,786.99 | \$19,815.58 |
| Fourteenth year of Term | \$15.80 | \$242,545.80 | \$20,212.15 |
| Fifteenth year of Term | \$16.12 | \$247,458.12 | \$20,621.51 |

If the Term commences on a date other than the first day of a month, Metro shall pay Lessor on the first day of the Term, a pro-rata portion of such annual base rent, based upon the number of calendar days in the month in which Metro's obligation to pay rent commences. In addition to this Annual Base Rental, Metro shall pay the other charges and costs described herein as "additional rent." Rent shall commence upon the issuance of a Use and Occupancy Permit by Metro Codes Department with respect to Metro's initial work to prepare the Leased Premises, or on the date that is one hundred twenty (120) days after the date hereof, whichever date is earlier.

Interest at the rate of one percent per month shall accrue on any rent or other charges not paid by the tenth (10th) day after such rent is due.

4. **DELIVERY OF POSSESSION.** Except as set forth herein, Metro accepts the Leased Premises in its AS-IS, WHERE-IS CONDITION. Metro's access to the Leased Premises prior to the commencement of the Term shall be upon all of the terms, covenants and conditions of this Lease except for the payment of rent and other charges. Metro agrees to complete its work and open the Leased Premises to the public for the Permitted Use not later than 180 days after final approval of this Lease by the Metropolitan Council.

5. **PERMITTED USE.** Metro will use the Leased Premises for the purpose of operating a medical clinic for a state-of-the art Metro/Nashville/Davidson county out-patient health clinic providing the following services: public health services for children and adults, including,

vaccinations, well baby check-ups, immunizations, pregnancy testing, family planning, STD, HIV, and TB testing, nutrition counseling, and food vouchers (the "Permitted Use"). Metro shall use the Leased Premises for no other purpose without the prior written consent of Lessor.

6. UTILITIES/SERVICES.

- a) Metro shall pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas, heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Leased Premises. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other tenants in the Shopping Center, Metro will pay to Lessor a proportionate share of such charges, in addition to Metro's payments of the separately metered charges. Lessor may install re-registering meters and collect any and all charges aforesaid from Metro, making returns to the proper public utility company or governmental unit, provided that Metro shall not be charged more than the rates it would be charged for the same services if furnished directly to the Leased Premises by the Local Utility Company, as hereinafter defined.
- b) Lessor shall have the absolute right at any time and from time to time to select and change utility providers serving the Shopping Center (each such utility provider designated by Lessor is hereafter referred to as a "Designated Service Provider"), and Metro shall accept such utility service (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other Shopping Center areas) from Lessor's Designated Service Provider to the exclusion of all other suppliers. In addition to the foregoing, at the option of Lessor, any utility or related service which Lessor may at any time elect to provide to the Leased Premises may be furnished by Lessor or any agent employed or independent contractor selected by Lessor, and Metro shall accept the same therefrom to the exclusion of all other suppliers.
- c) Notwithstanding anything else contained in this Lease to the contrary, Lessor shall have the right, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other Shopping Center areas) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Metro and other occupants of the Shopping Center from the Local Utility Company or the Designated Service Provider, and Metro agrees in any such case, to accept any such utility from Lessor in lieu of the Local Utility Company or the Designated Service Provider and to pay Lessor and/or other designee as Lessor shall determine all costs and charges therefor, provided that the same shall not result in any additional cost or expense to Metro over and above that which it would pay if it purchased same directly from the Local Utility Company, as hereinafter defined; and provided further that same is in

compliance with all laws, regulations, ordinances and other governmental requirements.

- d) Lessor shall not be liable for any loss, damage, or expense that Metro may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of any utility services furnished to the Leased Premises, or if the quantity or character of utility services is no longer available or suitable for Metro's requirements, and no such change, failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Metro to any abatement or diminution of Minimum Annual Rent or other charges, or relieve Metro from any of its obligations under this Lease. If Lessor provides heated or chilled water or air to the Leased Premises during the term of this Lease, Lessor may terminate these services upon 90 days' prior written notice. Metro will then be required to provide its own external HVAC system using roof top units or external package units, subject to approval by Lessor, after review of all relevant information and specifications related to the units. Once Metro has obtained approval from Lessor, Metro will be relieved of any HVAC fees charged by Lessor for such service.
- e) Notwithstanding anything else contained in this lease to the contrary, Metro shall be entitled to quality and reliable utility services that cannot be unreasonably changed or altered by Lessor.

7. REPAIRS AND MAINTENANCE.

- a) Metro shall pay the cost of repair and replacement due to damage or injury done to the Shopping Center and/or the Leased Premises by Metro or Metro's agents, employees, contractors, licensees or invitees, except those damages caused by fire or other casualty covered by insurance on the Shopping Center under policies naming Lessor as the insured. Such amount shall be paid by Metro to Lessor upon within thirty (30) days of demand. Payment of such amount after thirty (30) days shall be subject to interest, as provided in this Lease, from demand until payment. Upon termination of this Lease, Metro will surrender and deliver up the Leased Premises to Lessor in the same condition in which they existed at the commencement of the Lease, excepting only ordinary wear and tear and damage arising from any cause required hereunder to be repaired at Lessor's expense.
- b) Metro acknowledges that it has inspected the Leased Premises and Metro's taking possession of the Leased Premises shall be conclusive evidence that the Leased Premises were in good order and satisfactory condition when Metro took possession. No promise of the Lessor to alter, remodel, repair or improve the Leased Premises and no representation respecting the condition of the Leased Premises have been made by Lessor to Metro other than as may be contained herein.
- c) Should Metro desire any additional services beyond those described in Sections 6 and 7 or rendition of any of such services outside the normal times of Lessor for

providing such services, Lessor may (at Lessor's option), upon reasonable advance notice from Metro to Lessor, furnish such services and Metro agrees to pay Lessor such charges as may be agreed on between Lessor and Metro, but in no event at a charge less than Lessor's actual cost for the additional services provided.

- d) Metro shall be responsible for janitorial services within the Leased Premises.
- e) In the event Metro is or becomes a generator of medical waste, Metro shall be solely responsible for complying with all federal, state and local laws, whether existing now or established in the future, relating in any way to the storage, containment, treatment, transfer, transportation and disposal of medical waste (including the use of licensed medical waste management companies). For purposes hereof, "medical waste" shall mean any solid, semisolid or liquid waste which is generated in the diagnosis, treatment (e.g., provisions of medical services), immunization or performance of a service to the body of human beings or animals, in research pertaining thereto or in the production or testing of biologicals. "Generator" shall mean any person or entity whose act or process produces medical waste as hereinbefore defined.
- f) Upon occupancy, Metro shall be responsible for the replacement of fluorescent lamps in building standard ceiling mounted fixtures installed by Lessor in the Leased Premises.
- g) Within a reasonable period after receipt of written notice from Metro, Lessor shall make necessary structural repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts, and signs); necessary repairs to the roof, foundations, load bearing items, plumbing, pipes, and conduits located outside the Leased Premises and/or in the common areas, and necessary repairs to sidewalks, malls, parking areas, and curbs. Lessor shall not be required to make any repairs where same were made necessary by any act or omission or negligence of Metro or its employees, agents, invitees, licensees, visitors, or contractors, or by fire or other casualty or condemnation, except as provided in Section 12 hereof.
- h) Metro shall at all times keep the Leased Premises and all exterior entrances, exterior walls, glass and show mouldings, partitions, doors, floor surfaces, fixtures, equipment, and appurtenances thereof in good order, condition, and repair, and in a reasonably satisfactory condition of cleanliness, and Metro shall make such other necessary repairs in and to the Leased Premises not specified in this Lease as being the responsibility of Lessor. Metro shall at its expense replace all broken or damaged glass or substitutes therefor, as the case may be. The provisions of this Section shall not limit Lessor's obligation to restore or repair under Section 12 hereof in the event of fire or other casualty. If (i) Metro does not repair the Leased Premises as required hereunder, after written notice from Lessor, or (ii) Lessor determines that emergency repairs are necessary, or

(iii) repairs the Shopping Center and/or common areas are made necessary by any act or omission or negligence of Metro, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees, or visitors, then Lessor may make such repairs, and upon completion thereof, Metro shall pay Lessor's costs for making such repairs, upon presentation of a bill therefor, as additional rent.

8. **INSPECTION.** Lessor shall have the right of access at reasonable times during the regular business hours and upon reasonable notice to Metro (and in emergency at all times) for examining the Leased Premises and for making repairs. In no event will such right of access to the Leased Premises give Lessor the right to access the documents and records kept by Metro in the Leased Premises as such records may be protected under HIPPA and other privacy laws.

9. **ALTERATIONS.**

- a) Metro's initial construction of the Leased Premises shall include the consolidation of five (5) existing spaces into one integrated space, a complete remodel of the interior, and the remodel of the interior and exterior storefronts in accordance with Exhibit B attached to and made a part hereof.
- b) After the initial opening of the Leased Premises to the public, Metro will make no alteration, change, improvement, repair, replacement or additions to the Leased Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor grants such prior written consent, the work in such connection shall be at Metro's expense but by workmen of Lessor or workmen and contractors approved in advance in writing by Lessor and in a manner and upon terms and conditions and at times satisfactory to and approved in advance in writing by Lessor. Metro shall discharge of record by bond or otherwise within ten (10) days following the filing thereof any mechanic's or similar lien or encumbrance filed against the Leased Premises or the Project for work or materials claimed to have been furnished to or for the benefit of Metro and/or the Leased Premises.
- c) Metro may remove its trade fixtures, office supplies and movable office furniture and equipment not attached to the Leased Premises provided: (1) such removal is made prior to the termination of the Term; and (2) Metro promptly repairs all damage caused by such removal. All other property at the Leased Premises and any alteration or addition to the Leased Premises (including wall-to-wall carpeting, paneling or other wall covering) and any other article attached or affixed to the floor, wall or ceiling of the Leased Premises (any of which as stated above shall require Lessor's prior written consent) shall become the property of Lessor and shall remain upon and be surrendered with the Leased Premises as part thereof at the termination of this Lease, Metro hereby waiving all rights to any payment or compensation therefor.

10. SURRENDER OF POSSESSION. Upon the termination of this Lease, Metro shall surrender the Leased Premises to Lessor in as good condition as at the beginning of the Term of this Lease, loss by fire or other casualty, ordinary wear, alterations, and repairs chargeable to Lessor excepted.

11. HOLDING OVER. In no event shall there be any renewal of this Lease by operation of law. If Metro remains in possession of the Leased Premises after the termination of this Lease, or any extension thereof, the Lease shall be considered extended only upon a month-to-month basis upon the terms and conditions set forth herein.

12. DESTRUCTION OF PREMISES. In the event that twenty-five (25%) percent or less of the Leased Premises are rendered untenantable by fire or other casualty during the Term, Lessor may, at its option, either a) terminate this Lease or b) elect to make the repair, in which event Lessor shall promptly repair or rebuild the Leased Premises to substantially their condition immediately prior to such damage or destruction, during which time there shall be a deduction of the rental equivalent to the percent of space lost due to destruction and repair work. If Lessor does not complete such repairs or rebuilding within ninety (90) days of the date of such damage or destruction, then Metro may terminate this Lease prior to the completion of the repairs or rebuilding by giving thirty (30) days written notice to Lessor.

In the event that more than twenty-five (25%) percent of the Leased Premises are rendered untenantable by fire or other casualty, Metro may at its option, either a) terminate this Lease or b) remain on the Leased Premises and Lessor shall repair the Leased Premises within six (6) months during which time there shall be a deduction of the rental equivalent to the percent of space lost due to destruction and repair work.

Lessor's obligation to repair any destruction will be in effect only if more than twelve (12) months remain before Lease expiration or if the cost of repair or restoration of the Leased Premises is less than 50% of the replacement cost of the Leased Premises. In the event Lessor's insurance proceeds are insufficient to rebuild the Leased Premises and/or other parts of the Shopping Center, or if more than forty percent (40%) of the gross leaseable area of the Shopping Center is damaged, Lessor may terminate the Lease on sixty (60) days notice to Metro.

13. TERMINATION.

- a.) Lessor and Metro agree that if anytime after September 30, 2010, funding for the Lease is discontinued by Metro, Metro shall have the right to terminate the Lease by giving Lessor thirty (30) days advance written notice of such termination.
- b.) Notwithstanding the above, it is the intent of each party that should the Permitted Use conducted within the Leased Premises be consolidated with other Metro programs in other mutually-agreeable space owned or controlled by the Lessor or any of its affiliates within the Hickory Hollow Mall, then this Lease shall terminate upon the date of Metro's occupancy in the new space and the vacating of these Leased Premises.

- c.) This Lease may be terminated by Metro if Metro loses federal funding upon ninety (90) days written notice to Lessor.

14. LESSOR'S DEFAULT. In the event of any breach of this Lease by Lessor, Metro will give Lessor written notice specifying such breach with particularity, and Lessor shall have thirty (30) days after its receipt of such notice to commence to cure such default; and Lessor shall not be in default hereunder as long as Lessor commences such cure within such thirty (30) day period, and diligently pursues such cure thereafter. Unless and until Lessor fails to so cure any breach within the requisite cure period after receipt of written notice from Metro, Metro shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder will be construed as covenants, not conditions. In the event of an uncured event of default by Lessor, Metro shall be entitled to pursue any and all remedies available under Tennessee law.

15. COMPLIANCE WITH LAWS. Lessor and Metro agree to comply with any applicable federal, state and local laws and regulations, including fire, building and other codes applicable to the Leased Premises and the Shopping Center.

16. PRESERVATION OF REMEDIES. Exercise of any option to obtain repairs or services or to terminate for breach shall not relieve Lessor of any liability to Metro for damages sustained by virtue of Lessor's breach.

17. NOTICES. Any notice or request which may or shall be given under the terms of this Lease shall be in writing and shall be delivered by hand to the management office (for Lessor) or the Leased Premises (for Metro), addressed to the parties hereto. Notice shall be deemed given when delivered. Such addresses may be changed from time to time by either party giving notice as provided above. As of the date hereof, the addresses for the parties are as follows:

Notices to Metro shall be sent to:

Metropolitan Department of Finance
Director of Public Property
Metropolitan Courthouse, Suite 106
1 Public Square
P. O. Box 196300
Nashville, TN 37201

With copy to:

[METRO'S MANAGER OF PROPERTY]

Notices to Lessor shall be sent to:

CBL & Associates Management, Inc.
2030 Hamilton Place Boulevard
CBL Center, Suite 500
Chattanooga, TN 37421
Attention: President

With copy to:

CBL & Associates Management, Inc.
2030 Hamilton Place Boulevard
CBL Center, Suite 500
Chattanooga, TN 37421
Attention: General Counsel

18. MAINTENANCE OF RECORDS. Lessor shall maintain documentation for all charges under this lease against Metro. The books, records, and documents of Lessor insofar as they relate to work performed or money received under the Lease, must be maintained for a period of three (3) full years from the date of final payment and will be subject to review at any reasonable time during the regular business hours and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

19. MODIFICATION OF LEASE AGREEMENT. This Lease may be modified only by written amendment executed by all parties hereto, including approval by the Metropolitan Council.

20. PARTNERSHIP/JOINT VENTURE. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

21. WAIVER. No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

22. EMPLOYMENT. Lessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex or handicapping condition.

23. CONTINGENT FEES. Lessor hereby represents that Lessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing

business.

24. GRATUITIES AND KICKBACKS. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

25. INDEMNIFICATION AND HOLD HARMLESS Neither Lessor nor any of Lessor's Indemnitees shall be liable in any manner to Metro or any other party for any injury to or death of persons or for any loss of or damage to the property of Metro, its employees, agent, customers, invitees, or to others, regardless of whether such property is entrusted to employees of the Shopping Center, or such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, unless caused by the willful misconduct or negligence or omissions of Lessor. In no event shall Lessor or Lessor's Indemnitees be liable in any manner to Metro or any other party for loss resulting solely from the acts or omissions of Metro, its agents, employees, contractors, invitees, or any other tenant of the Shopping Center.

26. ASSIGNMENT AND SUBLEASE-CONSENT REQUIRED. The provisions of this Lease shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease nor any of the rights and obligations of Metro hereunder shall be assigned or transferred in whole or in part by Metro, without the prior written consent of Lessor. Metro may not sublease all or any portion of the Leased Premises without the prior written consent of Lessor. Any such assignment, transfer or sublease shall not release either party from its obligations hereunder.

27. ENTIRE LEASE AGREEMENT. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. FORCE MAJEURE. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, force, casualty, work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

29. GOVERNING LAW AND VENUE. The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any dispute arising out of this Lease shall be litigated in the courts of Davidson County,

Tennessee.

30. SEVERABILITY. Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

31. SUBORDINATION AND ATTORNMENT.

- a) Unless otherwise required pursuant to subsection (c) below, this Lease and all rights of Metro hereunder are and shall be subject and subordinate to the lien of any Mortgage. The term "Mortgage" means any deed to secure debt, mortgage, deed of trust, or other instrument in the nature thereof which may now or hereafter affect Lessor's fee title to the building in the Shopping Center, any other instrument encumbering the fee title of the building in which the Leased Premises are located, and any modifications, renewals, consolidations, extensions, or replacements thereof.
- b) Subsection (a) above shall be self-operative and no further instrument of subordination shall be required by the holder of any Mortgage. In confirmation of such subordination, Metro shall, upon demand, at any time or times, execute, acknowledge, and deliver to Lessor or the holder of any Mortgage, without expense to Lessor or such holder, any and all instruments that may be requested by Lessor or such holder to evidence the subordination of this Lease and all rights hereunder to the lien of any such Mortgage, and if Metro shall fail at any time, within ten (10) days following the giving of a written request therefor, to execute, acknowledge, and deliver any such instrument, Lessor or such holder, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge, and deliver the same on behalf of Metro.
- c) Metro shall, upon demand, at any time or times, execute, acknowledge, and deliver to Lessor or to the holder of any Mortgage, without expense to Lessor or such holder, any and all instruments that may be necessary to make this Lease superior to the lien of any such Mortgage and, if Metro shall fail at any time, within ten (10) days following the giving of a written request therefor, to execute, acknowledge, and deliver any such instrument. Lessor or such holder, in addition to any other remedies available to it in consequence thereof may execute, acknowledge, and deliver the same on behalf of Metro.
- d) If the holder of any Mortgage or any purchaser from such holder shall hereafter succeed to the rights of Lessor under this Lease, whether through possession or foreclosure action or delivery of a new lease or otherwise, then Metro shall, at the option of such holder or purchaser, attorn to and recognize such holder or purchaser as Metro's Lessor under this Lease and shall promptly execute and deliver such reasonable instrument that may be necessary to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between such successor landlord and Metro, subject to all of the terms, covenants and conditions of this Lease.

- e) Lessor shall use reasonable and diligence efforts to obtain for Metro a Subordination, Non-Disturbance and Attornment Agreement from the holder of any mortgage that is superior to this Lease, in the form attached hereto as Exhibit C, or in such other form as may be reasonably acceptable to Lessor, Metro and said mortgagee.

32. ESTOPPEL CERTIFICATE. At any time and from time to time, Metro, on or before the date specified in a request therefor made by Lessor, which date shall not be earlier than fifteen (15) days from the making of such request, shall execute, acknowledge, and deliver to Lessor a certificate evidencing whether or not (i) this Lease is in full force and effect, (ii) this Lease has been amended in any way, (iii) there are any existing defaults on the part of Lessor hereunder to the knowledge of Metro and specifying the nature of such defaults, if any, and (iv) the date to which rent, and other amounts due hereunder, if any, have been paid. If Metro does not execute, acknowledge and deliver to Lessor any such certificate within fifteen (15) days after Metro's receipt of same from Lessor, then Metro will be deemed for all purposes under this Lease to have executed, acknowledged and delivered such certificate to Lessor in the form submitted by Lessor and to have acknowledged and agreed to the terms of such certificate in the form submitted by Lessor, effective as of the last day of such fifteen (15) day period. Each certificate delivered or deemed delivered pursuant to this Section may be relied on by Lessor or any prospective purchaser or transferee of Lessor's interest hereunder or of any part of Lessor's property or by any mortgage of Lessor's interest hereunder or of any part of Lessor's property or by an assignee of any such mortgage.

33. DEFAULT AND REMEDIES.

- a) The occurrence of any of the following shall constitute an event of default:

1. The rent and any other sum of money payable under this Lease is not paid when due and remains unpaid for a period of thirty (30) days after the due date;
2. Metro's interest in the Lease or the Leased Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Metro in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days after entry thereof; or
3. Metro breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent or any other sum of money, and Metro has not commenced and diligently pursued cure of such breach or failure to comply within thirty (30) days after Lessor has provided Metro notice of such breach or failure to comply.

- b) Upon the occurrence of an event of default, Lessor shall be entitled to terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Metro of written notice of such termination. Upon such termination Lessor shall recover from Metro all arrearages in rentals and other sums due hereunder.

In no event, will Metro be liable for any future amounts due or any services Metro has not received.

- c) No course of dealing between Lessor and Metro or any failure or delay on the part of Lessor in exercising any rights of Lessor under this Section or under any other provisions of this Lease shall operate as a waiver of any rights of Lessor hereunder or under any other provisions of this Lease, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or of any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- d) The exercise by a party to this Lease of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by that party of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- e) In addition, upon an occurrence of default, Lessor may (1) cure Metro's default at Metro's cost and expense, and/or (2) without terminating this Lease re-enter and repossess the Leased Premises, and/or (3) relet the Leased Premises or any part or parts thereof. The exercise by Lessor of any right granted in this subsection (e) shall not relieve Metro from the obligation to make all rental payments, and to fulfill all other covenants required by this Lease. Except to the extent specifically required by applicable law, Lessor shall not be required to relet the Leased Premises nor exercise any other right granted to Lessor hereunder, nor shall Lessor be under any obligation to minimize Metro's loss as a result of Metro's default.

34. RESERVED.

35. PARKING. Throughout the Term of this Lease, Lessor grants Metro the non-exclusive use of the Shopping Center parking spaces available to the public, for use by Metro's employees and invitees.

36. RULES AND REGULATIONS. From time to time Lessor will make and publish reasonable rules and regulations for the operation and occupancy of the Shopping Center, which rules and regulations Metro agrees to observe. A current list of Rules and Regulations is outlined in Exhibit "D" of this lease.

37. INSURANCE. Metro shall provide property insurance for all property belonging to Metro that shall be in use within the Leased Premises. Metro shall not be responsible for providing property insurance for any property that does not belong to Metro. Metro is a self-insured entity

under the Tennessee Governmental Tort Liability Act, Tenn. Code Section 29-20-101 et.seq. Metro will provide self-insured liability coverage for any damage to property or injury to or death of a person or persons caused by the negligent acts or omissions of the employees, agents, contractors, and invitees of Metro subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act. ~~Metro shall be responsible for any and all increases of Lessor's property insurance premiums and any security, as determined by Lessor, related to or arising out of Metro's use of the Leased Premises.~~ VSB

38. CERTAIN RIGHTS RESERVED TO LESSOR. Without limiting Lessor's rights contained elsewhere in this Lease, the following rights are reserved to Lessor:

- a) To name the Shopping Center and to change the name of the Shopping Center.
- b) To install and maintain a sign or signs on the exterior or interior of the Shopping Center.
- c) To designate all sources furnishing sign painting and letter, ice, drinking water, towels, toilet supplies, shoe shining, vending machines, mobile vending service, catering and like services used on the Leased Premises or the Shopping Center.
- d) To constantly have pass keys to the Leased Premises.
- e) From time to time to make and publish reasonable rules and regulations for the operation and occupancy of the Shopping Center, which rules and regulations Metro agrees to observe.

39. COMMON AREA. All common areas and other common facilities (hereinafter collectively called "common areas") made available by Lessor in or about the Shopping Center shall be subject to the exclusive control and management of Lessor, expressly reserving to Lessor, without limitation, the right to erect and install within the malls and/or the parking areas, kiosks, planters, pools, sculpture, free-standing buildings, additional stories to buildings, or otherwise. Common areas (as initially constructed or as the same may be enlarged or reduced at any time thereafter) shall mean all areas, space, facilities, equipment, signs, and special services from time to time made available by Lessor for the common and joint use and benefit of Lessor and its designees, Metro and other tenants and occupants of the Shopping Center, and their respective employees, agents, subtenants, concessionaires, licensees, customers, and invitees, which may include (but shall not be deemed a representation as to their availability), the sidewalks, parking areas, access roads, driveways, landscaped areas, truck serviceways, tunnels, loading docks, pedestrian malls (enclosed or open), courts, stairs, ramps, elevators, escalators, comfort and first aid stations, public restrooms, community hall or auditorium, and parcel pick-up stations. Lessor hereby expressly reserves the right from time to time, to construct, maintain, and operate lighting and other facilities, equipment, and signs on all of the common areas; to police the same; to change the area, level, location, and arrangement of the parking areas and other facilities forming a part of the common areas; to

construct, operate, maintain, repair, and replace retention ponds and mitigation areas which serve the Shopping Center; to build multi-story parking facilities; to restrict parking by tenants and other occupants of the Shopping Center and their employees, agents, subtenants, concessionaires, and licensees; to enforce parking charges (by operation of meters or otherwise); to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to permanently close the interior mall common area; to establish, modify, and enforce reasonable rules and regulations with respect to the common areas and the use to be made thereof; to grant rights to hold events in the common areas such as automobile displays and carnivals; and to grant individual tenants the right to conduct sales in the common areas. Lessor shall operate, manage, equip, light, and maintain the common areas in such manner as Lessor may from time to time determine, and Lessor shall have the right and exclusive authority to employ and discharge all personnel, including independent contractors, with respect thereto. Metro is hereby given a non-exclusive license to use, during the Term, the common areas of the Shopping Center as they may now or at any time during the Term exist, provided, however, that if the size, location, or arrangement of such common areas or the type of facilities at any time forming a part thereof is changed or diminished, Lessor shall not be subject to any liability therefor, nor shall Metro be entitled to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such areas be deemed a constructive or actual eviction. Lessor reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Lessor and all tenants of the Shopping Center the common areas as designated from time to time by Lessor. In order to establish that the Shopping Center and any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Lessor hereby reserves the unrestricted right to close all or any portion of the Shopping Center owned, leased, or controlled by Lessor to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to the Shopping Center, or any portion thereof. Metro hereby acknowledges, consents, and agrees that any and/or all services, facilities, and access by the public to the Leased Premises and/or to the Shopping Center may be suspended in whole or in part during such temporary times as any of the anchor stores in the Shopping Center are not open for business, on legal holidays, or such other days as may be declared by local, state, or federal authorities as days of observance, and/or during any periods of actual or threatened civil commotion, insurrection, or other circumstances beyond Lessor's control.

40. EMINENT DOMAIN. If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

Anything in this Lease to the contrary notwithstanding, in the event more than fifteen percent (15%) of the Leased Premises or more than twenty-five percent (25%) of the then existing paved parking spaces of the Shopping Center shall be appropriated or taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after such taking. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination).

If a portion of the Leased Premises is taken, or conveyance made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraph, then the minimum annual rent shall be ratably apportioned according to the space so taken, and Lessor shall, at its own expense, restore the remaining portion of the Leased Premises to a complete architectural unit; provided, however, the cost of Lessor's obligation hereunder shall be limited to that portion of the net proceeds of the condemnation award actually received and retained by Lessor which are allocable to the Leased Premises.

If more than fifteen percent (15%) of the leasable floor space within the Shopping Center shall be so taken, regardless of whether or not the Leased Premises shall have been partially taken, then Lessor shall have the right to terminate this Lease on ninety (90) days' written notice; provided Lessor also terminated the leases of the tenants contiguous to the Leased Premises.

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Lessor without any participation by Metro.

41. NO RECORDATION OF LEASE. This Lease is not in recordable form, and Metro agrees not to record this Lease or any memorandum thereof with the Register of Deeds for the Metropolitan Government of Nashville and Davidson County. The parties acknowledge that a copy of the Lease will be filed with the Metropolitan Clerk.

42. EFFECTIVE DATE. This Lease shall not be binding upon the parties until it has been signed first by the Lessor and then by the representatives of Metro, and approved by the Metropolitan Council. The effective date is the date set forth in Section 2.

43. DEFINITION AND LIABILITY OF LESSOR.

Metro agrees to look solely to Lessor's interest in the building in which the Leased Premises are located and the rent and other income derived therefrom for the recovery of any monetary judgment against Lessor. Accordingly, Lessor's obligations and liability with respect to this Lease shall be limited solely to Lessor's interest in the building, as such interest is constituted from time to time, and the rent and other income derived therefrom, and Lessor shall not have any personal liability whatsoever with respect to this Lease. The foregoing provisions of this Section are not intended to, and shall not, limit any right that Metro might otherwise have to obtain injunctive relief against Lessor or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Lessor.

In addition hereto, it is specifically understood and agreed that Lessor's rights, privileges, duties, and obligations may be administered by Lessor's designee, including, but not limited to, Lessor's agent, and that such designee shall have the full authority of Lessor hereunder to perform all of Lessor's functions hereunder including, but not limited to, the execution of this Lease and any other related documentation.

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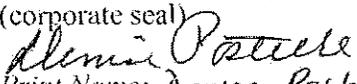
IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Lease effective as of the date first written above.

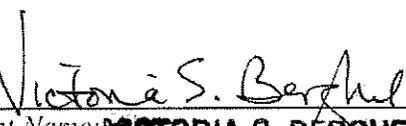
LESSOR:

HICKORY HOLLOW MALL LIMITED PARTNERSHIP, a Delaware limited partnership, Federal Identification Number 62-1744246, by **CBL & Associates Management, Inc.**, a Delaware corporation, Federal Identification Number 62-1542279, Managing Agent

ATTEST:

(corporate seal)


Print Name: Denise Postelle
Its: Assistant Secretary

By: 
Print Name: VICTORIA S. BERGHEI
Its: Senior Vice President and General Counsel

WITNESSES:

Kendall R. Marti
Stuart Smith

DATE: October 21, 2010

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:**

APPROVED:

Director, Metropolitan Health Department

APPROVED:

Chairman of the Board of Health

APPROVED:

Director, Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

EXHIBIT A

EXHIBIT B
CONSTRUCTION

Section 1.1 Condition of Premises. (a) Metro acknowledges that it has examined and inspected the Leased Premises, is familiar with the physical condition thereof, and finds same suitable for Metro's purposes. Metro further acknowledges (i) that Lessor has not made and does not hereby make any representations regarding the physical condition of the Leased Premises or the Shopping Center, and (ii) that there are no warranties, either express or implied, regarding the condition of the Leased Premises and/or the Shopping Center. Lessor shall have no responsibility for (a) the removal, modifications, or upgrading of any existing construction or equipment to accommodate Metro's occupancy of the Leased Premises, (b) the undertaking of any additional improvements or alterations, or (c) the installation of any equipment. Accordingly, Metro hereby accepts the Leased Premises in their "AS IS" condition.

Section 1.2 Metro's Plans and Specifications. (a) In the event Metro plans to improve, renovate or alter the Leased Premises, Metro shall, within fifteen (15) days following the execution of this Lease or earlier if required to meet the commencement date of the Lease, prepare at Metro's sole cost and present to Lessor complete plans and specifications for work to be done to alter the Leased Premises in accordance with Lessor's design criteria and Metro's requirements. Failure by Metro to submit its plans and specifications as herein required shall constitute an event of default under this Lease.

(b) With regard to Metro's plans and specifications Lessor may either: (i) evidence its approval by endorsement to that effect by signature or initials on one (1) set of said plans and specifications and the return of such signed or initialed set to Metro (whereupon such approved preliminary plans and specifications shall then constitute the final plans and specifications), or (ii) refuse such approval if Lessor shall determine that the same: (A) do not conform to the Lessor's design criteria and the standards of design, motif and decor established or adopted by Lessor and/or other tenants in the Shopping Center; and/or (B) would subject Lessor to any additional cost, expense or liability or the Leased Premises to any violation, fine, or penalty; and/or (C) would in any way adversely affect the reputation, character and/or nature of the Shopping Center; and/or (D) would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Leased Premises and/or the building of which the Leased Premises are a part; and/or (E) interfere with or abridge the use and enjoyment of any adjoining space in the building in which the Leased Premises are located. If Lessor refuses approval, Lessor shall advise Metro of those revisions or corrections which Lessor requires, and Metro shall within ten (10) days thereafter submit revised plans and specifications to Lessor for its approval in accordance with this Section. In the event Metro does not comply with the foregoing requirements, then Lessor may place Metro in default.

(c) Metro shall at Metro's cost and expense obtain all necessary permits and approvals from any governmental authority or agency having jurisdiction which are required for the performance of the work shown on the approved plans and specifications and Metro's occupancy of the Leased Premises. Metro shall obtain all necessary permits, approvals, meters and hook-ups from the

appropriate utility companies, and Metro shall pay all fees, charges and deposits required in connection therewith.

(d) Metro's plans and specifications shall be prepared and sealed by an architect or engineer duly licensed in the state in which the Shopping Center is located. If the drawings for Metro's work are not prepared in accordance with the foregoing, Lessor shall have the right to cause the project architect to redraft, sign and seal Metro's plans at Metro's cost and expense.

(e) No construction work shall be commenced by Metro until Metro receives prior written approval of the final plans and specifications from Lessor. Approval of Metro's plans and specifications by Lessor or Lessor's architect does not relieve Metro of the responsibility to comply with the requirements of applicable codes and regulations. All changes after final approval are subject to Lessor's prior written approval. After approval by Lessor of Metro's plans and specifications, Metro shall pay for any additional architectural or construction costs incurred by Lessor in reviewing and/or making requested changes, substitutions or eliminations in such approved plans and specifications requested by Metro. Metro shall pay for any architectural costs incurred by Lessor in connection with any subsequent remodeling, alteration, repair or rebuilding of the Leased Premises. Lessor's plan reviewers are not authorized to obligate Lessor beyond the Lease requirements.

(f) Nothing contained in this Lease or this Exhibit shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any General Contractor, subcontractor, laborer, mechanic or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Leased Premises or any part thereof nor as giving Metro a right, power or authority, as otherwise provided in this Lease or this Exhibit to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' or materialmen's liens or claims of liens against the Leased Premises, Metro's interest therein, or the Shopping Center.

Section 1.3 Sign Criteria.

(a) Signs are to be furnished and installed by Metro and approved by Lessor's architect. Metro's sign contractor or architect must submit a colored rendering of Metro's sign prior to approval. Metro's sign shall be located within the limits of Metro's storefront and shall not project more than 8" beyond the storefront if the Shopping Center is a mall, and not more than 12" beyond the storefront if the Shopping Center is a strip center. Sign is limited to Metro's trade name only ("d/b/a"). The following sign requirements will be reviewed in conjunction with the Shopping Center's design criteria:

(b) Sign Size:

- | | | |
|------------------------------------|--|------------------------------------|
| (i) Malls: | | |
| (A) Up to 30' storefront: | | Capitals - 18" Lower case - 12" |
| (B) 30'-1" and greater storefront: | | Capitals - 24" |

Lower case - 18"

- (ii) Strip Centers:
 - (A) Up to 30' storefront: Capitals - 24"
Lower case - 18"
 - (B) 30'-1" and greater storefront: Capitals - 30"
Lower case - 24"

(c) The length of Metro's sign shall be limited to 70% of Metro's storefront.

(d) All conduit, wiring for and connection to sign shall be furnished by Metro.

(e) No flashing signs or exposed neon tubing permitted.

(f) In a mall no outdoor signs permitted without Lessor's prior written approval.

(g) All signs shall be composed of individually lighted, separate letters; provided, however, in a strip center an internally illuminated aluminum box, finished on all exposed faces, with sign letters individually cut into the face panel, and with Plexiglas letters may be permitted by Lessor.

(h) In a strip center, under-canopy sign design shall be as designated by Lessor.

(i) No exterior signs shall be permitted without Lessor's prior written approval.

(j) For spaces fronting on an enclosed mall, Metro shall furnish and install in a convenient location above the sign panel specified above one (1) 110-volt electrical outlet for use with seasonal promotions.

Section 1.4 Construction by Metro. (a) Metro shall perform at Metro's sole cost and expense all construction and demolition work required to complete the Leased Premises in accordance with the Metro's plans and specifications as approved by Lessor and the Shopping Center's tenant construction requirements. Metro is responsible for all removals, modifications, and upgrades to any existing construction or equipment to accommodate Metro's work and occupancy of the Leased Premises. No construction shall be commenced by Metro prior to Metro's compliance with the requirements of this Exhibit and Lessor's written authorization and consent to the commencement of work in the Leased Premises. All construction work shall comply with applicable building, fire and underwriter's codes and shall be performed in a workmanlike manner. If Metro elects or the Lessor does not permit the reuse of existing improvements and equipment, the Metro shall remove such improvements and repair the remaining construction to its original condition, or as may be required by the Lessor.

(b) (i) Anything in this Exhibit to the contrary notwithstanding, all roof penetrations and roof restoration as well as the installation of all structural supports shall be performed at Metro's expense by the roofing contractor who performed the roofing work upon the initial construction of the Shopping Center or by such roofing contractor as Lessor may designate. In addition, any tenant

producing grease exhaust will install a Lessor approved grease protection system on the Shopping Center roof. Upon completion of said roofing work the roofing contractor shall furnish a letter addressed to Lessor stating that the work done in accordance with Metro's approved plans and specifications has not affected the roof bond or guaranty for the Shopping Center roof.

(ii) Anything in this Exhibit to the contrary notwithstanding, all upper level tenants whose use includes the preparation and/or sale of food must install a waterproof membrane under its entire floor and above the concrete slab, and any penetrations of such membrane shall be sealed tight.

(iii) Anything in this Exhibit to the contrary notwithstanding, all entryway floor tiles to the Leased Premises must match the existing common area floor tiles immediately adjacent to the Leased Premises.

(c) Metro's General Contractor shall be subject to Lessor's prior written approval, which approval may not to be unreasonably withheld. Metro and Metro's General Contractor shall comply with the requirements set forth in this subsection (c). Metro and Metro's General Contractor shall enter into a construction contract in the form of the current edition of Document A101 or A107 of The American Institute of Architects in which the General Contractor agrees to perform Metro's work required hereunder. Said contract shall be subject to Lessor's prior written approval. Said contract shall provide, among other things, as follows:

(i) That notwithstanding anything contained in the Contract Documents to the contrary, the General Contractor will perform the work and furnish the materials required therefor on the sole credit of Metro; that no lien for labor or materials will be filed or claimed by the General Contractor against the Shopping Center premises of which the Leased Premises are a part or against the Leased Premises; that the General Contractor will discharge any such lien filed or claims by any person or entity that furnishes labor or materials to the Leased Premises; and that the General Contractor will indemnify and save Lessor harmless from any and all costs and expenses, including reasonable attorney's fees, suffered or incurred as a result of any such lien that may be filed or claimed in connection with or arising out of the work;

(ii) That the General Contractor shall furnish the following satisfactory in form and substance to Lessor prior to commencement of the work: (A) a payment bond and a performance bond in the amount of the contract issued by a bonding company acceptable to Lessor licensed in the state where the Shopping Center is located wherein Lessor is named a co-obligee, or a guaranty of such construction in the form and executed by such persons as Lessor may require; (B) a lien waiver executed by the General Contractor, lien waivers executed by all subcontractors, and lien waivers executed by all materialmen who will furnish materials in excess of Two Thousand Dollars (\$2,000.00) in the aggregate, and (C) a letter executed by the General Contractor which provides in substance that the General Contractor will not permit its worker and subcontractors to create any disharmony or interfere with any worker, General Contractors or subcontractors working in the Shopping Center, that either Lessor or Metro shall have the right to suspend work under said contract on twenty-four (24) hours notice until any such condition ceases, and that either Lessor or Metro shall have the right to terminate said contract without liability if any such condition continues for thirty (30) days;

(iii) That the General Contractor shall furnish Metro and Lessor with certificates of insurance setting forth the following coverages, and showing Metro and Lessor as additional insureds: (A) worker's compensation insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00); (B) bodily injury, including death, with limits of \$500,000.00 per person and \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate; (C) property damage, with limits of \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate; (D) motor vehicle liability and property damage in the amounts set forth in (B) and (C); and (E) Builder's Risk Insurance in the full amount of the Replacement Cost on an Agreed Amount Basis;

(iv) That the General Contractor shall be responsible from the time of its execution of the agreement or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from the work to persons or property. In addition to the liability imposed upon the General Contractor on account of personal injury (including death) or property damage suffered through the General Contractor's negligence, which liability is not impaired or otherwise affected hereby, the General Contractor shall assume the obligation to save Lessor harmless and to indemnify Lessor from every expense, liability, or payment arising out of or through injury (including death) to any person or persons or damage to property of any person at any place in which work is located arising out of or suffered through any act or omission of the General Contractor or any Subcontractor, or any one either (A) directly or indirectly employed by or (B) under the supervision of any of them in the prosecution of the work; and

(v) That the General Contractor shall at all times keep the Leased Premises and adjacent areas free from accumulation of waste materials or rubbish caused by its operations. The General Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (A) all employees on the work and other persons who may be affected thereby, including without limitation licensees and invitees of the Shopping Center and other tenants in the Shopping Center; (B) all the work and other materials and equipment to be incorporated therein, and (C) other property at the site or adjacent thereto. Such precautions shall include, but shall not be limited to, the furnishing of guard rails, barricades and the securing of the Leased Premises.

EXHIBIT C

APPROVED FORM OF SNDA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Tenant Name: _____
Trade Name: _____
Room/Unit No.: _____

THIS AGREEMENT is dated the ____ day of _____, 20____, and is made by and among CONNECTICUT GENERAL LIFE INSURANCE COMPANY, having an address c/o CIGNA Investment Management, Wilde Building, A4-CRI, 900 Cottage Grove Road, Hartford, CT 06152, Attn: Debt Asset Management ("Mortgagee"), _____, d/b/a _____, having an address of _____ ("Tenant"), and _____, having an address of _____ ("Landlord").

RECITALS:

A. Tenant has entered into a lease ("Lease") dated _____ with _____ as lessor ("Landlord"), covering the premises known as _____ (the "Premises") within the property known as _____, more particularly described as shown on Exhibit A, attached hereto (the "Real Property").

B. Mortgagee has agreed to make or has made a mortgage loan in the amount of _____ to Landlord, secured by a mortgage of the Real Property (the "Mortgage"), and the parties desire to set forth their agreement herein.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease and all extensions, renewals, replacements or modifications thereof are and shall be subject and subordinate to the Mortgage and all terms and conditions thereof insofar as it affects the Real Property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease on the same terms and conditions set forth in the Lease.

3. If it becomes necessary to foreclose the Mortgage, Mortgagee shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings for the purpose of terminating the Lease so long as Tenant is not in default under any of the terms, covenants, or conditions of the Lease beyond any applicable notice and cure periods.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be: (a) liable for the return of any security deposit unless such deposit has been delivered to Mortgagee by Landlord or is in an escrow fund available to Mortgagee, (b) bound by any rent or additional rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord), (c) bound by any amendment, modification, or termination of the Lease made without Mortgagee's prior written consent (which consent shall not be unreasonably withheld or delayed), or (d) personally liable under the Lease, Mortgagee's liability thereunder being limited to its interest in the Real Property.

5. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.

6. Tenant shall give Mortgagee, by commercial overnight delivery service, a copy of any notice of default served on Landlord at the same time such notice is sent to the Landlord, addressed to Mortgagee at Mortgagee's address set forth above or at such other address as to which Tenant has been notified in writing. Mortgagee shall have the right, but not the obligation, to cure such default within the time period specified in the Lease.

7. Landlord has agreed under the Mortgage and other loan documents that rentals payable under the Lease shall be paid directly by Tenant to Mortgagee upon default by Landlord under the Mortgage. After receipt of notice from Mortgagee to Tenant, at the address set forth above or at such other address as to which Mortgagee has been notified in writing, that rentals under the Lease should be paid to Mortgagee, Tenant shall pay to Mortgagee, or at the direction of Mortgagee, all monies due or to become due to Landlord under the Lease. Tenant shall have no responsibility to ascertain whether such demand by Mortgagee is permitted under the Mortgage, or to inquire into the existence of a default. Landlord hereby waives any right, claim, or demand it may now or hereafter have against Tenant by reason of such payment to Mortgagee, and any such payment shall discharge the obligations of Tenant to make such payment to Landlord.

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IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

WITNESSES:

Name:

Name:

Name:

Name:

Name:

MORTGAGEE:

By: _____

Its: _____

TENANT:

By: _____

Its: _____

LANDLORD:

By: _____

STATE OF _____

ss.

COUNTY OF _____

On this, the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and signed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires:

STATE OF _____

ss.

COUNTY OF _____

On this, the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and signed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires:

STATE OF _____

ss.

COUNTY OF _____

On this, the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, and signed the foregoing instrument for the purposes therein contained as his/her free act and deed and the free act and deed of such entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year aforesaid.

Notary Public

My Commission Expires

Exhibit "D"

SHOPPING CENTER RULES AND REGULATIONS

a) All deliveries to or from the Leased Premises shall be done only at such times, in the areas, and through the entrances designated for such purpose by Lessor.

b) All garbage and refuse shall be kept inside the Leased Premises in the kind of container specified by Lessor, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Lessor. Metro shall use any trash compactor Lessor provides for the general use of tenants in a designated area of the Shopping Center.

c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance Lessor's consent in writing. Any aerial or device installed without such written consent shall be subject to removal at Metro's expense without notice at any time.

d) No loud speakers, televisions, phonograph, radios, tape players, or other devices shall be used in a manner so as to be heard or seen outside the Leased Premises without the prior written consent of Lessor, nor shall Metro solicit business or distribute advertising or promotional material in the common areas. No electronic or communication devices shall be used in the Leased Premises or in connection therewith which interrupt or interfere with the use and enjoyment of electronic or communication devices of other occupants of the Shopping Center or of the neighborhood in which the Shopping Center is located.

e) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; 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 Metro.

f) Metro at its expense shall contract for termite and pest extermination services covering the Leased Premises, to be rendered as needed but at least annually.

g) Metro shall not burn any trash or garbage of any kind in the Leased Premises or the Shopping Center.

h) Metro shall keep and maintain the Leased Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

i) Metro shall take no action which would violate Lessor's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Lessor or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall Metro cause any impairment or reduction of the good will of the Shopping Center.

j) Metro shall use the Shopping Center name, as such may be changed from time to time, if referring to the location of the Leased Premises in advertising.

k) Metro shall not perform any act or carry on any practice which may damage, mar, or deface the Leased Premises or any other part of the Shopping Center.

l) Metro shall not use any forklift truck, tow truck, or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved by Lessor in writing. All such equipment shall have rubber wheels only.

m) Metro shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designed to carry, nor shall Metro install, operate, or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

n) Metro shall not install, operate, or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear Underwriter's Laboratory approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Lessor.

o) Metro shall not suffer, allow, or permit any vibration, noise, light, noxious odor, or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow, or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort, and convenience of Lessor or any of the other occupants of the Shopping Center or their customers, agents, invitees, or any others lawfully in or upon the Shopping Center. Upon notice by Lessor to Metro that any of the aforesaid is occurring, Metro agrees to forthwith remove or control the same.

p) Metro shall not use or occupy the Leased Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Leased Premises, the Shopping Center, and/or the neighborhood in which the Shopping Center is located.

q) Metro shall not use or occupy the Leased Premises or do or permit anything to be done therein in any manner which shall prevent Lessor and/or Metro from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Lessor of any existing insurance, or which might cause structural injury to any building, or which would constitute a public or private nuisance, or which would violate any present or future laws, including the ADA, regulations, ordinances, or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state, or municipal governments, or of any department, subdivisions, bureaus, or offices thereof, or of any other governmental public or quasi-public authorities now existing or hereafter created having jurisdiction over the Leased Premises or the Shopping Center of which they form a part.

r) Metro shall not operate on the Leased Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device (including, without limitation, pay

telephones, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes, or other merchandise and/or commodities), except for the sole and exclusive use of Metro's employees.

s) Metro shall not allow any third party to make use of any portion of the Leased Premises in any manner including but not limited to the display of advertising material for which Metro is compensated.

t) Metro may not erect, install or maintain any signs in or about the Leased Premises unless Lessor shall have first approved the same.

u) Metro will refer all contractor's, contractor's representatives, and installation technicians, rendering any service on or to the Leased Premises for Metro, to Lessor for Lessor's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Leased Premises including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, and equipment of any other physical portion of the Leased Premises.

v) Metro shall not at any time occupy any part of the Shopping Center or the Leased Premises as sleeping or lodging quarters.