

2. That the Lessees' use of the property is to erect and operate a shopping center for any type of lawful business, excepting only a theatre that exhibits X-rated movies and a business that would permit on-site consumption of alcoholic beverages.

3. That the Lessees shall pay all costs, fees, and building expenses of every character and description that may be incurred in connection with the construction of the buildings, any sub-lease improvements, utilities and parking lot improvements, and likewise pay all costs, fees, and expenses that may be incurred in connection with the long term funding of the project. While the Lessors agree to subordinate and execute a mortgage or other security instrument, the Lessors will not be required to execute or sign the promissory note nor do Lessors incur any personal debt liability. This is a net lease with the Lessees to pay all property taxes and insurance.

4. That the Lessees guarantee and covenant that the sub-rents which are assigned to and become due and payable to the lender or Lessor in the event of default, shall yield a minimum of Six Thousand (\$6,000.00) Dollars per year over and above the total mortgage payment, the Nine Thousand (\$9,000.00) ground rental, insurance and all property taxes.

5. Lessors shall within ten days after written notice execute and deliver mortgage subordination presented to them by any lender or mortgagee provided such are in conformity with the provisions in the preceding paragraph.

6. That the Lessees shall save and hold harmless, protect and indemnify the Lessors and the demised premises from and against all liens, claims, demands, suits, judgements, fines, penalties, costs, losses and damages that the Lessees, their agents or employees may claim, assert or obtain for any reason that may arise out of the erection of said center or operation of the center thereafter. The Lessees at their own cost and expense shall at all times maintain

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