

**In shopping center.**

This indenture, made this \_\_\_\_\_ day of \_\_\_\_\_ [year], between \_\_\_\_\_ (Name) \_\_\_\_\_ (Street Address) \_\_\_\_\_ (City or Town) \_\_\_\_\_ (State) ("Landlord") and \_\_\_\_\_ (Tenant)

**WITNESSES:**

For and in consideration of the sum of \$10.00 and of other good and valuable considerations paid by the Tenant to the Landlord, the receipt and sufficiency of which are hereby acknowledged by the Landlord, the Landlord hereby demises to the Tenant and the Tenant hereby leases from the Landlord, upon and subject to the covenants and agreements set forth in a certain Lease Agreement ("Lease Agreement") between the Landlord and the Tenant bearing the same date as this Lease certain premises located at \_\_\_\_\_ (Name of Shopping Center and/or Address) in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, consisting of a store unit (ground floor: approximately \_\_\_\_\_ ft. front by \_\_\_\_\_ ft. deep, basement: \_\_\_\_\_ ft. by \_\_\_\_\_ ft., and interior balcony: \_\_\_\_\_ ft. by \_\_\_\_\_ ft., "the premises") within the Shopping Center to be known or known as \_\_\_\_\_ the legal description of Shopping Center/or premises being as follows: \_\_\_\_\_ together with all improvements now or hereafter located thereon, and all appurtenances thereto belonging or appertaining, including, but not limited to, the right of entrance and exit over all streets, alleys, areas, ways, and other access roads which are adjacent thereto, or which lie between the leased premises and the thoroughfares nearest the leased premises, and the right of use of all public facilities including, but not limited to, parking areas;

To have and to hold the same for a term of \_\_\_\_\_ (\_\_\_\_\_) years and \_\_\_\_\_ (\_\_\_\_\_) months, beginning \_\_\_\_\_ [year], and ending at midnight on \_\_\_\_\_ [year], unless sooner terminated or further extended as provided or permitted herein and/or in Lease Agreement.

The Tenant shall have the right and option to extend the basic term of this Lease by a single extension for \_\_\_\_\_ (\_\_\_\_\_) years, or by \_\_\_\_\_ successive extensions each for \_\_\_\_\_ (\_\_\_\_\_) years, by giving the Landlord at least 90 days prior notice. Upon the giving of each such notice, this Lease shall be considered as extended for the period specified in such notice upon the same terms, conditions, and covenants as are contained in this Lease.

The covenants and agreements in the Lease Agreement include transfer, assignment, and sublet provisions and also the following "protection" clauses:

"During the term of this Lease the Tenant shall have the exclusive and sole right to operate a retail store in the Shopping Center, the principal business of which is the selling of any one of the following classes of merchandise, to-wit: hardware, housewares, automobile supplies, electrical, plumbing, toys, home furnishings, sporting goods, appliances, and paints. No other retail store in the Shopping Center shall devote more than 10% of its sales area to the aggregate of the foregoing classes of merchandise.

"The provisions of the above paragraph shall not apply to the following department stores in the Shopping Center: \_\_\_\_\_

"The provisions of the above paragraphs shall apply to any building, premises, or property which the Landlord owns, controls, leases, or in which Landlord has any beneficial interest, and which is located within 1 mile of any boundary of the premises or the Shopping Center.

"Tenant shall not own, control, lease, or have any beneficial interest in any retail store selling the foregoing classes of merchandise within 1 mile of any boundary of the premises or the Shopping Center."

In witness whereof, this Lease has been duly executed, under seal, as of the day and year first above written.