

## RETAIL LEASE AGREEMENT

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### LEASE AGREEMENT

*between*

XXX  
as Landlord

*and*

YYY  
as Tenant

*for Premises*

*Dated*

\_\_\_\_\_, 19\_\_\_\_

*Copy \_\_\_\_ of \_\_\_\_*

### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated \_\_\_\_\_, by and between qq  
(Landlord) and yy, t/a xxy, a xx corporation (Tenant).

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Modern Real Estate Transactions, July 2006

**WITNESSETH:**

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

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**ARTICLE 1: DEFINITIONS AND ATTACHMENTS**

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**1.1 Certain Defined Terms.**

As used herein, the term:

1.1.1 "Shopping Center Area" means that certain parcel of land owned, leased or controlled by Landlord situate in the City of xx , County of xx , State of xx more particularly described in Schedule "A-1", and upon the opening for business with the public, any such property used for expansion or addition.

1.1.2 "Shopping Center" means the Shopping Center Area and the adjacent parcel or parcels of land not owned, leased or controlled by Landlord but which are operated as an integral part of the shopping center known as xx, and, upon the opening for business with the public, any such property used for expansion or addition.

1.1.3 "Landlord's Building" means the structure or portions of a structure constructed or to be constructed by Landlord in the Shopping Center Area intended to be leased to retail tenants in the location shown on Schedule "A", as the same may be altered, reduced, expanded or replaced from time to time.

1.1.4 "Premises" means Tenant's portion of Landlord's Building shown on Schedule "A" having the following Area:

Floor Area: xx square feet

1.1.5 "Outside Commencement Date" means xx

"Termination Date" means xx

- 1.1.6. "Permitted Use" means the sale at retail of xx
- 1.1.7 "Annual Basic Rental" means an amount equal to the product of the following figure multiplied by Tenant's Floor Area (subject to adjustment as provided in Sections 5.1, 5.10 and 10.7: xx(\$xx)
- 1.1.8 "Annual Percentage Rental" means a sum equal to **xx percent (xx%)** of the amount by which annual Gross Sales exceed the product of \$xx (the "Breakpoint") multiplied by Tenant's Floor Area (subject to adjustment as provided in Sections 5.1, 5.10 and 10.7); provided, however, that if, during the first or last Rental Year in the Term, the Premises are not open for business with the general public for twelve (12) full calendar months, the Breakpoint shall be adjusted for any such Rental Year by multiplying the Breakpoint specified above by a fraction, the numerator of which shall be the actual number of full calendar months in such Rental Year during which the Premises were open for business with the general public, and the denominator of which shall be twelve (12).
- 1.1.9 "Advance Rental" means the sum of \$xx. See Section 5.9.
- 1.1.10 "HVAC Equipment Contribution Rate" means the sum of \$xx. See Schedule F.
- 1.1.11. "Mall Heating, Ventilating and Air-Conditioning Equipment Contribution Rate" means the sum of \$xx. See Section 10.6.
- 1.1.12 "Promotion Fund Contribution Rate" means the sum of \$xx. See Section 11.2.
- 1.1.13 "Merchants' Association Contribution Rate" means the sum of \$xx. See Section 11.2.
- 1.1.14 "Sprinkler Contribution Rate" means the sum of \$xx. See Section 12.3. .
- 1.1.15 "Trash Removal Service Charge" means the sum of \$xx. See Section 8.4.
- 1.1.16 "Water and Sewer Charge" means the sum of \$xx. See Schedule E.

1.1.17 "Tenant Notice Address" means

yy  
xx

1.1.18 "Tenant Trade Name" means xxy

which Tenant represents it is entitled to use pursuant to all applicable laws.

1.1.19 "Store Hours" means xx.

1.1.20 "Restriction Area" means that geographic area within a radius of xx miles measured from the Premises.

1.1.21 "Landlord's Floor Area" means the aggregate number of square feet of Landlord's leasable floor area in Landlord's Building (exclusive of Anchor Stores and exclusive of any building not structurally connected to the enclosed mall or not having an opening into the enclosed mall) which, with respect to any such floor area which has been leased to any rent-paying tenant, shall be determined in accordance with the provisions of any lease applicable thereto and which, with respect to any such floor area not so leased, shall consist of all such leasable floor area in Landlord's Building designed for the exclusive use and occupancy of rent-paying tenants, which shall exclude Common Areas, storage areas leased separately from retail areas, mezzanine areas and areas used for Landlord's management and promotion offices.

1.1.22 "Tenant's Floor Area" means the number of square feet contained in that portion of Landlord's Floor Area constituting the Premises which shall be measured (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall or, if none, from the center of the demising partition, to the opposite exterior face of the adjacent exterior or corridor wall or, if none, to the center of the opposite demising partition, and (b) with respect to the depth thereof, from the front lease line to the exterior face of the rear exterior walls or corridor wall, or, if neither, to the center of the rear demising partition; and in no case shall there be any deduction for columns or other

structural elements within any tenant's premises.

1.1.23 "Common Areas" means those areas and facilities which may be furnished by Landlord or others in or near the Shopping Center Area for the non-exclusive general common use of tenants, Anchor Stores and other occupants of the Shopping Center, their officers, agents, employees and customers, including (without limitation) parking areas, access areas (other than public streets), employee parking areas, truckways, driveways, loading docks and areas, delivery passageways, package pick-up stations, sidewalks, interior and exterior pedestrian walkways and pedestrian bridges, malls, promenades, mezzanines, roofs, sprinklers, plazas, courts, ramps, common seating areas, landscaped and planted areas, retaining walls, balconies, stairways, escalators, elevators, bus stops, first-aid stations, sewage treatment facilities (if any) lighting facilities, comfort stations or rest rooms, civic center, meeting rooms, and other similar areas, facilities or improvements.

1.1.24 "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in the State in which the Shopping Center is situate, or (ii) eighteen percent (18%).

1.1.25 "Anchor Store" means any department or specialty store which either (i) occupies a floor area in excess of 50,000 square feet in the Shopping Center, or (ii) is designated an Anchor Store in a notice to that effect given by Landlord to Tenant.

1.1.26 "Landlord's Leased Floor Area" means the monthly average of the aggregate number of square feet contained in those portions of Landlord's Floor Area leased to tenants (including the Premises) as of the first day of each calendar month during the billing period in question, but not less than eighty-five percent (85%) of Landlord's Floor Area.

## 1.2 **Additional Defined Terms.**

The following additional terms are defined in the Sections of this Lease noted below:

Term

Section