

# Midland

SAINT LOUIS  
CINCINNATI  
MILWAUKEE  
RALEIGH

THE MIDLAND GROUP  
MIDLAND DEVELOPMENT GROUP, INC.  
MIDLAND ACQUISITIONS, INC.

CERTIFIED MAIL

March 24, 1997

Mahmod S. Ibrahim  
Village Mart  
4055 American Way Boulevard  
Memphis, Tennessee 38118

Dear Mr. Ibrahim:

It has come to our attention that you have recently started selling women's shoes. This letter is official notification that the sale of women's shoes is not in compliance with your lease. Section 8.1, "Exclusive Use", states that "Tenant shall not use, occupy or operate in the whole or in any part of the Demised Premises for any other purpose than retail sales of men's, women's and children's clothing and related items only or permit the Demised Premises to be used for any other purpose." (Copy of Section 8.1 is attached) Exclusive Use for women's shoes is currently contained in the lease of another tenant at American Way Village.

Please review the situation and discontinue the sale of women's shoes immediately. If you have any questions, please feel free to give me a call.

Sincerely,



Valerie A. Hall  
Property Management

/vh

CC: Gloria Landry  
Bart Margiotta  
Lease file

WEST PARK I  
12655 OLIVE BOULEVARD • SUITE 200  
SAINT LOUIS, MISSOURI 63141

TELEPHONE: 314-576-1900  
FACSIMILE: 314-576-7005  
VOICE MAIL: 314-576-1996

taking and the result of such taking is to totally block Tenant's access to the Demised Premises for a continuous period of at least 30 days or to reduce the number of parking spaces in the Common Area by an amount exceeding 25% of the original parking spaces, then Tenant shall be permitted to cancel this Lease upon thirty (30) days written notice to Landlord; provided, however, Tenant must exercise its right to cancel hereunder within thirty (30) days after such taking.

**SECTION 7.3 CASUALTY.** If the Demised Premises are damaged by fire or casualty or Acts of God such that the Demised Premises are not suitable for occupancy and the damage cannot be repaired in ninety (90) days (said time period to be extended for delays for labor disputes, material shortages, Acts of God or other reasons beyond Landlord's control), this Lease shall terminate. If the Demised Premises are damaged but can be repaired within said ninety (90) days or extended as set forth herein, rent shall abate in proportion to the square footage of the Demised Premises which cannot be occupied and Landlord shall restore the damaged portion of the Demised Premises. Notwithstanding the foregoing, Landlord, in the event of damage or destruction to the Demised premises or Shopping Center, shall have the option of terminating this Lease if repairing or restoring the Demised Premises and/or the Shopping Center, in Landlord's sole judgement, is not economically desirable.

**SECTION 7.4 UTILITY SERVICE INTERRUPTION.** Interruptions of utility services shall not be considered a default under this Lease and Landlord shall bear no liability for such interruptions unless caused solely by Landlord's intentional or grossly negligent acts or omissions.

#### ARTICLE VIII

**SECTION 8.1 EXCLUSIVE USE.** Tenant shall not use, occupy or operate in the whole or in any part of the Demised Premises for any other purpose than retail sales of men's, women's and children's clothing and related items only

or permit the Demised Premises to be used for any other purpose. Tenant agrees, at a minimum, to be open for business 40 hours per week. Tenant shall not use or occupy the Demised Premises in violation of any law, ordinance, regulation or any other governmental directives having jurisdiction thereof. Should Tenant cease operation of the business required herein to be conducted on the Demised Premises for more than thirty (30) days for any reason except for Acts of God, force majeure, strikes, or casualty, then Landlord shall have the right to cancel this Lease, which remedy is in addition to any other remedy Landlord may have under this Lease.

**SECTION 8.2 COMMON AREA MAINTENANCE AND INSURANCE REIMBURSEMENT.** Tenant shall pay to Landlord, Tenant's proportionate share of all costs and expenses incurred by Landlord pursuant to Sections 6.1 and 6.4. Tenant's proportionate share of these costs and expenses shall be computed by multiplying such costs and expenses by a fraction, the numerator of which shall be the total square feet of floor area in the Demised Premises at the time such calculation is made and the denominator of which shall be the gross leasable area of the Shopping Center at the time such calculation is made. Landlord shall calculate and invoice Tenant for amounts paid by Landlord for costs and expenses incurred pursuant to Sections 6.1 and 6.4 no more than once every one hundred twenty (120) days. Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice. The invoice shall be accompanied by a statement detailing Sections 6.1's and 6.4's cost and expenses and Landlord's calculation of Tenant's obligations hereunder. For purpose of calculating changes for insurance, Landlord shall be entitled to impute premiums as set forth in Section 6.4.

**SECTION 8.3 AD VALOREEM REAL ESTATE TAX REIMBURSEMENT.** Tenant shall pay to Landlord, Tenant's proportionate share of amounts paid by Landlord pursuant to Section 6.2, including all expenses and fees incurred by Landlord in contesting such amounts. Tenant's proportionate share shall be computed by multiplying the total of all such amounts paid pursuant to Section 6.2 in any single Calendar Year by a fraction, the numerator of which shall be the total square feet of floor area in the Demised Premises and the denominator of which shall be the gross