

CONSENT TO ASSIGNMENT AND RELEASE

This Consent to Assignment and Release (this “**Release**”) is executed as of December _____, 2014 (the “**Effective Date**”), by and between **GREATER ORLANDO AVIATION AUTHORITY**, (“**Aviation Authority**”), whose address is One Jeff Fuqua Boulevard, Orlando, Florida 32819, **WEINGARTEN HERNDON PLAZA JV**, a Delaware joint venture (“**Assignor**”), whose mailing address is 2600 Citadel Plaza Drive, Suite 125, Houston, Texas 77008 and **ARC CLORLFL001, LLC**, a Delaware limited liability company whose address is 106 York Rd. Jenkintown, PA 19046 (“**Assignee**”).

Whereas, Assignor is the ground lessee under that certain Orlando Executive Airport Amended and Restated Lease Agreement effective January 1, 2006 (the “**Lease Effective Date**”) by and between Aviation Authority and Assignor, as disclosed by Memorandum of Orlando Executive Airport Amended and Restated Lease Agreement recorded in Official Records Book 8624, Page 1098, Official Records of Orange County Florida, and as amended by that certain First Amendment to Amended and Restated Ground Lease Agreement dated August 12, 2010 between Aviation Authority and Assignor (as amended, the “**Lease**”), affecting the land described in **Exhibit “A”** attached hereto and incorporated herein; and

WHEREAS, Assignor desires to assign and Assignee desires to assume all rights, duties and obligations of the Lease, concurrently with the execution of this Consent to Assignment; and

WHEREAS, the Aviation Authority has the right to approve of such assignment; and

WHEREAS, the Aviation Authority desires to release Assignor to the extent contemplated herein below; and

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

CONSENT TO ASSIGNMENT AND RELEASE

The Aviation Authority hereby consents to the assignment of the Lease to Assignee.

The Aviation Authority hereby releases Assignor from its obligations and liability under the Lease from and after the Effective Date. Assignor shall remain liable for its obligations and liability (including without limitation environmental liability) under the Lease for the period from the Lease Effective Date until the date that Assignee assumes the Lease under the assignment and assumption of the Lease between Assignor and Assignee.

CONFIRMATION OF LEASE

Aviation Authority certifies and confirms the following:

1. The Lease is a complete statement of the agreement between the Aviation Authority and Assignor, and, upon acceptance by Assignee of the assignment of the Lease from Assignor to Assignee, the Lease and this Consent will be the complete statement of the agreement between the Aviation Authority and Assignee;
2. The Lease is in full force and effect;
3. The Lease has not been modified, amended or otherwise altered, except as provided herein, and a true, correct and complete copy of the Lease is attached hereto as **Exhibit "B"**;
4. To the knowledge of the Aviation Authority, no uncured default, or event of default, exists under the Lease; and
5. Except as provided herein, the Lease has not been transferred, assigned, encumbered, or conveyed by the Aviation Authority.

Assignee certifies and confirms the following:

1. Upon acceptance of the assignment of the Lease from Assignor to Assignee, the Lease will be the complete statement of the agreement between the Aviation Authority and Assignee;
2. Assignee, in accepting the assignment of the Lease from Assignor to Assignee, assumes and agrees to be bound by all of the obligations, duties and liabilities that accrue from and after the effective date of the assignment and assumption of the Lease between Assignor and Assignee; and
3. As a condition precedent to this Consent to Assignment, Assignee shall furnish to the Aviation Authority all evidence of insurance required by the Lease, concurrently with the execution of this Consent to Assignment.

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[SIGNATURE PAGE TO FOLLOW]

**GREATER ORLANDO AVIATION
AUTHORITY**

ATTEST:

By: _____
Dayci Brunette-Snyder
Secretary

By: _____
Phillip N. Brown, A.A.E.
Executive Director

APPROVED AS TO FORM AND LEGALITY
this ____ day of December, 2014 for the use and
reliance of the Greater Orlando Aviation
Authority, only.

By: _____
Marchena and Graham, P.A.

Date: December ____, 2014

WITNESSES:

Signature

Printed Name

Signature

Printed Name

WITNESSES:

Signature

Printed Name

Signature

Printed Name

ASSIGNOR:

WEINGARTEN HERNDON PLAZA JV,
a Delaware joint venture

By: Weingarten Realty Investors,
a Texas real estate investment trust,
Manager

By: _____
Name: _____
Title: _____

ASSIGNEE:

ARC CLORLFL001, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

JOINDER

The CITY OF ORLANDO hereby joins in this CONSENT TO ASSIGNMENT AND RELEASE dated December ____, 2014, solely in acknowledgement of the City of Orlando's consent to the assignment and release contemplated herein of the Lease.

Dated: December ____, 2014.

ATTEST:

CITY OF ORLANDO

By:_____

Printed Name:_____

Printed Name:_____

Title:_____

EXHIBIT "A"

TRACT "A":

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East, run S 00°33'56" E along the Westerly line of said Section 29, a distance of 250 feet to a Point of Beginning; continue thence S 00°33'56" E along said Westerly line of Section 29 a distance of 227.37 feet, to a point on the Northeasterly line of the approach zone to runway 13-31 as shown on the Master Plan of Herndon Municipal Airport; thence S 43°27'41" E along said Northeasterly line of said approach zone a distance of 133.35 feet, thence S 01°32'19" W, a distance of 50.00 feet; thence S 43°27'41" E, a distance of 277.00 feet; thence N 88°56'19" E, a distance of 113.00 feet; thence N 43°56'19" E, a distance of 43.00 feet; thence N 88°56'17" E, a distance of 943.86 feet; thence N 00°45'06" W a distance of 475.07 feet; thence S 89°46'09" W a distance of 26.97 feet; thence N 00°28'31" W a distance of 274.49 feet to a point on the Southerly right-of-way line of State Road 50; thence S 88°56'19" W along said Southerly right-of-way line of State Road 50, a distance of 1286.40 feet; thence S 00°33'56" E a distance of 200 feet; thence S 88°56'19" W a distance of 50 feet to the Point of Beginning.

TRACT "B":

The West 50 feet of the South 200 feet of the North 250 feet, Section 29, Township 22 South, Range 30 East, Orange County, Florida.

Said lands also described as follows:

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East, run S 00°33'56" E along the Westerly line of said Section 29, a distance of 50 feet to a Point of Beginning; continue S 00°33'56" E, along said Westerly line of Section 29 a distance of 200.00 feet; thence N 88°56'19" E, 50.00 feet; thence N 00°33'56" W, 200.00 feet to a point on the Southerly right of way line of State Road 50, thence S 88°56'19" W a distance of 50 feet to the Point of Beginning.

EXHIBIT "B"
THE LEASE

GOAA DATE 3/16/05
ITEM NO. 5-I
DOCUMENTARY # 5560

ORLANDO EXECUTIVE AIRPORT

AMENDED AND RESTATED

LEASE AGREEMENT BETWEEN

THE GREATER ORLANDO AVIATION AUTHORITY

AND

WEINGARTEN HERNDON PLAZA JV, a Delaware Joint Venture

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**ORLANDO EXECUTIVE AIRPORT
HERNDON PLAZA
AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into and to become effective on the Effective Date (as defined in Section 1.09 below), by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "Authority"), and **WEINGARTEN HERNDON PLAZA JV**, a Delaware joint venture (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, pursuant to an Operation and Use Agreement, dated September 27, 1976, with the City, City Document No. 13260-1, as amended (hereinafter collectively referred to as the "Operation and Use Agreement"), the Authority controls, operates and maintains an airport in Orange County, Florida, known as Orlando Executive Airport (formerly known as "Herndon Airport" and hereinafter referred to as the "Airport"); and

WHEREAS, James Hartman, as Trustee of the Colonial Plaza Trust, as lessee, and the Authority (as successor to the rights of the City) entered into that certain Amended and Restated Lease Agreement dated March 2, 1987, as memorialized in the Public Records by Memorandum of Amended and Restated Lease Agreement dated March 2, 1987, and recorded in Official Records Book 3867, Page 178, Public Records of Orange County, Florida, as subsequently amended and assigned (hereinafter collectively referred to as the "Existing Lease Agreement") for real property located at the Airport, upon which it has constructed and operated a shopping center and attendant facilities; and

WHEREAS, pursuant to several assignments and partial assignments, all right, title and interest in and to the Existing Lease Agreement, the leasehold estate created by the Existing Lease Agreement and all of the Improvements (as hereinafter defined) located on the Premises (as hereinafter defined) are currently owned by Robert O. Schlytter, as Trustee of the Colonial Plaza Trust (as to a 60% interest) and Erwin J. Plesko, as Trustee under Trust Agreement dated August 3, 1993 (as to a 40% interest) (hereinafter collectively referred to as the "Existing Owners"); and

WHEREAS, contemporaneously with the execution of this Lease the Existing Owners have assigned all of their right, title and interest in and to the Existing Lease Agreement, the leasehold estate created by the Existing Lease Agreement and all of the Improvements (as hereinafter defined) located on the Premises (as hereinafter defined) to Lessee; and

WHEREAS, the Lessee and the Authority now wish to amend the Existing Lease Agreement, and, for convenience, restate in its entirety the terms and provisions of the Existing Lease Agreement pursuant to and in accordance with the terms and provisions of this Lease.

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NOW, THEREFORE, In consideration of the premises and of the mutual covenants and agreements herein set forth, the parties hereto agree and covenant as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used in this Lease and not otherwise defined shall have the following meanings:

1.01 "Affiliate" of any Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

1.02 "Air Operations Area" means that portion of the Airport consisting of the cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways.

1.03 "Airport" means Orlando Executive Airport.

1.04 "Attorneys' Fees" means reasonable attorneys' fees and costs, both at the trial and appellate level, including reasonable fees and charges for the services of paralegals or other personnel who operate for and under the supervision of the attorneys and whose time is customarily charged to clients.

1.05 "Award" means compensation paid for any Taking, whether pursuant to judgment, by agreement, or otherwise.

1.06 "Building(s)" means the building(s), now or hereinafter constructed, which collectively make up the Shopping Center.

1.07 "City" means the City of Orlando, Florida, a municipal corporation existing under the laws of the State of Florida.

1.08 "Common Areas" means the parking areas, driveways and access drives, entrances and exits, truck passageways, sidewalks and walkways, ramps, landscaped areas and irrigation systems, parking lot lighting facilities and equipment, all utility facilities located in the Shopping Center and all other areas of the Shopping Center intended and available for the common use of all of the tenants within the Shopping Center, their subtenants, licensees and invitees.

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1.09 "Effective Date" This Lease shall not enter into force or effect unless and until it is executed and delivered by Lessee and the Authority and the Consent, Non-Disturbance and Attornment Agreement attached hereto as Exhibit "A" is executed and delivered by the City and upon Lessee's receipt of a fully executed counterpart original of this Lease and the Consent, Non-Disturbance and Attornment Agreement attached hereto as Exhibit "A" and made a part hereof, the Effective Date of this Lease shall be deemed to be January 1, 2006 (the parties hereto acknowledge that in no event shall the Effective Date be later than January 1, 2006).

1.10 "Improvements" includes, but is not limited to, all Buildings, structures, fixtures, fences, utility installations, truck ramps, parking facilities, landscaping and irrigation systems now existing on the Premises or to be installed on the Premises by Lessee, or any renovation, remodel or repair of the same; provided, however, Improvements shall not include Trade Fixtures (as defined in Section 3.05 below).

1.11 "Lease Date" means the Effective Date of this Lease.

1.12 "Lease Year" The first Lease Year shall be from the Effective Date through June 30, 2006, and each subsequent Lease Year shall be a consecutive twelve month period throughout the Term, except that the last Lease Year of the initial term shall run through August 31, 2035. If Lessee exercises its option to renew the Lease, during any renewal term, each Lease Year during such renewal term(s) shall run from September 1 through the following August 31.

1.13 "Mortgage" means a mortgage, deed of trust or collateral assignment of lease.

1.14 "Mortgagee" means a mortgagee under a Mortgage, beneficiary under a deed of trust or assignee pursuant to a collateral assignment of lease.

1.15 "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished from a mere preliminary inquiry or proposal. "Notice of Intended Taking" shall include, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. Any such notice is considered to have been received when a party to this Lease receives from the condemning agency notice of intent to take, in writing, containing a description or map reasonably defining the extent of the Taking.

1.16 "Orlando Executive Airport Master Plan" means the master plan study for development of the Airport revised October 2003.

1.17 "Partial Taking" means a Taking that is not either a Total Taking or a Substantial Taking.

1.18 "Person" means any natural person, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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1.19 "Premises" means the real property described on Exhibit "B" attached hereto and made a part hereof, together with all of the Common Areas and Improvements.

1.20 "Rent Commencement Date" means the same as the Lease Date.

1.21 "Shopping Center" means the Herndon Plaza Shopping Center owned by the City (and pursuant to the terms of the Operation and Use Agreement controlled, operated and maintained by Authority) with the Buildings and Improvements constructed or to be constructed thereon, and particularly shown on the site plan attached hereto as Exhibit "C" and made a part hereof (subject to modification or amendment upon the written approval of the Authority and Lessee).

1.22 "Substantial Taking" means the Taking of so much of the Premises or the Improvements or both, that the conduct of Lessee's business on the Premises would be substantially prevented or impaired.

1.23 "Taking" means the taking or damaging, including severance damage, by eminent domain or by condemnation for any public or quasi-public use. The transfer of title may be either a transfer resulting from a recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation.

1.24 "Total Taking" means the Taking of the fee title to all of the Premises and the Improvements thereon.

1.25 "Weingarten Entity" means any of the following: Weingarten Realty Investors, a Texas real estate investment trust or its Affiliates (hereinafter collectively referred to as "WRI"), any wholly-owned subsidiary of WRI, any entity resulting from the merger or consolidation of WRI with another business entity, any joint venture or partnership of which WRI is managing venturer or general partner, or any corporation, limited liability company or similar entity which acquires substantially all of the assets or capital stock of WRI.

ARTICLE II

PREMISES AND PERMITTED USES

2.01 Demise of Premises. Subject to the terms and conditions set forth in this Lease, Authority hereby demises and leases to Lessee and Lessee hereby leases from Authority the Premises. Authority also hereby grants to Lessee for the term of this Lease, as may be extended during any option periods, non-exclusive use of all streets, alleys, passageways, entrances and utilities and drainage lines and facilities serving the Premises and lying outside the boundaries of the Premises, but only to the extent of Authority's rights, if any, to grant such use rights. Authority shall have the right to relocate the aforementioned off-site improvements and easement areas, without liability to Lessee and at no expense to Lessee, but only if and to the extent doing so does not unreasonably interfere with access to the Premises or Lessee's use and

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enjoyment of the Premises in accordance with this Lease. Lessee hereby leases the Premises subject to, and Lessee hereby agrees to comply with: (i) any and all applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations governing or regulating the Premises or its uses; and (ii) any and all covenants, easements and restrictions of record affecting the Premises.

2.02 Condition of Premises. Lessee accepts the Premises in "As-Is, Where-Is" condition and agrees that the Premises are suitable for Lessee's proposed use as described herein. Lessee acknowledges that the Authority has made no representations or warranties relating to the suitability of the Premises for any use, and Authority shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Premises, the Shopping Center, or any other leasehold improvements, fixtures, furnishings, or equipment installed in or used on the Premises, now or hereafter constructed, installed or used on the Premises.

2.03 Permitted Uses. The Premises shall be used by Lessee solely for the construction and operation of a shopping center and attendant facilities in accordance with the Plans (as hereinafter defined) approved by the Authority and for no other purposes whatsoever (the "Permitted Use"). Authority represents and warrants that the aforementioned Permitted Use of the Premises is consistent with, and shall be permitted by, the Orlando Executive Airport Master Plan throughout the term of this Lease and any renewals of the Lease term. The parties acknowledge that the Orlando Executive Airport Master Plan is subject to change by the Authority, but no change should be made to the Orlando Executive Airport Master Plan that is inconsistent with the Improvements and use of the Premises in accordance with the Permitted Use. Notwithstanding the foregoing, Lessee further agrees that it will not proceed with any renovation, repair, development or operation on the Premises that does not comply with the all applicable zoning and other laws, and all other terms of this Lease.

ARTICLE III

OBLIGATIONS OF LESSEE

3.01 Net Lease. This Lease shall be without cost to Authority except as specifically provided elsewhere herein. Lessee, at its own expense, shall:

- (a) keep, maintain and repair the Premises in the manner provided for in Section 3.06 of this Lease;
- (b) pay all taxes in accordance with the provisions of Article VI of this Lease;
- (c) pay all casualty, liability and other insurance premiums required in accordance with provisions of Article VII of this Lease; and
- (d) satisfy all of its other obligations under this Lease.

3.02 Right and Obligation to Renovate, Operate and Maintain. Lessee shall, at its own cost and expense, renovate, remodel and improve the existing Improvements on the Premises in accordance with plans and specifications approved by the Authority and the City. Lessee hereby warrants that its total expenditure for such renovation and remodeling of the existing Improvements shall be no less than Ten Million and No/100 Dollars (\$10,000,000.00), which shall include all "hard" (e.g. cost of labor and materials) and "soft" (e.g. design, architecture, engineering, impact fees, etc.) costs associated with such renovation and remodeling. It is intended that such renovation and remodeling of the existing Improvements shall be commenced on or before April 1, 2006, and, once commenced, pursued diligently to completion. It is anticipated that such renovation or remodeling will be completed on or before July 1, 2008.

In addition Lessee shall comply with the following obligations:

(a) Except as set forth below, prior to commencement of construction of any Improvements, and prior to commencing to renovate, enlarge, demolish or modify any Improvements now or hereafter existing on the Premises, Lessee shall submit the plans and specifications therefor (under the seal of a duly licensed architect or engineer) to Authority for its approval (the "Plans"). Except as set forth below, no construction of any type shall commence prior to Lessee's receipt the Authority's written approval of the Plans. Any modifications to the approved Plans desired by Lessee shall be submitted in the same fashion to the Authority for approval; provided, however, that changes which affect only Minor Renovations and Alterations (as hereinafter defined) to the interior of the Improvements may be made without the Authority's prior consent so long as such changes comply with all of the laws and other requirements referenced in Section 2.01 above and notice of such change is promptly provided to the Authority. Authority will review all such Plans and requests for modification in a timely manner and provide Lessee with its approval or an indication of additional requirements necessary to obtain its approval so as to avoid unduly delaying completion of the Improvements. Notwithstanding anything contained herein to the contrary, Lessee and its subtenants shall be entitled to make Minor Renovations and Alterations (as hereinafter defined) to only the interior of the Improvements without obtaining the Authority's approval of any Plans related thereto or obtaining the Authority's prior consent so long as such Minor Renovations and Alterations comply with all of the laws and other requirements referenced in Section 2.01 above. "Minor Renovations and Alterations" shall mean any renovation, repair, alteration, modification, construction or change to any portion of the interior of the Improvements the cost of which does not exceed Fifty Thousand and NO/100 Dollars (\$50,000.00) (hereinafter referred to as the "Minor Renovation Dollar Threshold") or the performance of which does not require a building permit from the City. Commencing at the beginning of the sixth (6th) Lease Year of the term of this Lease, the Minor Renovation Dollar Threshold for the following five (5) Lease Years and every fifth (5th) Lease Year thereafter for the following five (5) Lease Years therefrom during the term of this Lease and the Option Term(s), if any, shall be increased every fifth (5th) Lease Year in accordance with increases in the Consumer Price Index ("CPI"). The CPI shall be defined as the United States Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series), All Items, U.S. City Average. If the publication of the CPI shall be discontinued, "CPI" shall be such other source selected by the Authority in its reasonable discretion, as is most nearly comparable to the CPI as defined above. Commencing at the beginning of the sixth (6th) Lease Year of the term of this Lease, the Minor Renovation Dollar Threshold for the following five (5) Lease Years and every

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fifth (5th) year thereafter for the following five (5) Lease Years therefrom during the term of the Lease and the Option Term(s), if any, shall be increased every fifth (5th) Lease Year as follows:

(i) The Minor Renovation Dollar Threshold for the immediately preceding five (5) Lease Years of the term of this Lease shall be multiplied by a fraction, the numerator of which shall be the CPI for the month which is three (3) months prior to the first month of the next ensuing five (5) year (i.e., the sixth (6th) Lease Year of the term of this Lease and each subsequent fifth (5th) Lease Year thereafter) and the denominator of which shall be the CPI for the month which is two (2) months prior to the commencement of the immediately preceding five (5) year Lease Year period of this Lease (i.e. the first (1st) Lease Year of the term of this Lease and each subsequent fifth (5th) Lease Year thereafter).

(ii) The figure resulting from the calculations set forth above shall be the new Minor Renovation Dollar Threshold for the next five (5) ensuing Lease Years. Notwithstanding anything to the contrary contained in this Section 3.02(a) to the contrary, in no event shall the Minor Renovation Dollar Threshold for any five (5) Lease Year period be less than the Minor Renovation Dollar Threshold for the immediately preceding five (5) Lease Year period, regardless of the value of the dollar as reflected by the CPI.

(b) Authority's approval of any Plans or any requested changes thereto submitted by Lessee shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Lessee's intended purpose, and Lessee shall be solely responsible for the Plans. Authority's approval of the Plans or any requested changes thereto shall not constitute a waiver of Authority's right thereafter to require Lessee, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to the Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.

In the event Authority does not approve the Plans or any requested changes thereto, the Authority shall, within fifteen (15) business days following submittal of the Plans or any requested changes thereto by Lessee, notify Lessee of the changes required to be made (including reference to those portions of this Lease forming the basis for disapproval, if applicable), and Lessee shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval. If the Authority fails to notify Lessee in writing within fifteen (15) business days following submittal of the Plans or any requested changes thereto by Lessee of the Authority's disapproval of the Plans or any requested changes thereto or an indication of additional information needed, then Lessee's Plans shall be deemed approved. Notwithstanding the foregoing, Lessee shall be required to diligently pursue completion of the Plans and construction of the Improvements. Submission of the Plans or changes thereto shall be approved or denied by the Authority in its sole and absolute discretion.

(c) Lessee shall obtain, at its expense, all necessary licenses and permits to accomplish the

Improvements, and shall pay all applicable impact fees relating thereto.

(d) Construction of the Improvements shall commence promptly upon approval of Lessee's Plans by the Authority and the receipt by Lessee of all other requisite permits and approvals, to the extent necessary or applicable. Lessee shall diligently pursue completion of such Plans and shall diligently seek to obtain all requisite permits and approvals from the City.

(e) Once construction of the Improvements has been commenced by Lessee, such construction shall be pursued diligently to completion. If Lessee shall be, in good faith, delayed in construction by any labor dispute, strike, lockout, fire, unavailability of material, weather, casualty or any other cause beyond its reasonable control, then upon the cessation of such delay, Lessee shall diligently pursue completion of such construction. All Improvements shall be constructed in accordance with the approved Plans and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Within ninety (90) days after completion of construction of the Improvements, Lessee shall, at its expense, provide Authority with record drawings showing the "as built" condition of any Improvements constructed by Lessee, in a CADD format, to the extent available, or "redlined" as-built drawings or such other format as the Executive Director of the Authority or his designee (the "Executor Director") shall approve. The terms and provisions of this Section 3.02(e) shall not apply to Minor Renovations and Alterations. Notwithstanding anything contained herein to the contrary, in the event Lessee commences construction of the Improvements or a portion thereof for a contemplated specific use or a subtenant and the proposed or contemplated sublease arrangement unwinds and is not fully consummated, Lessee shall have the right to cease such construction of the Improvements or any portion thereof relating to such failed sublease arrangement. Provided, however, in the event of cessation of construction of any exterior Improvements relating to the failed sublease arrangement shall be removed and that portion of the Premises restored to the condition existing prior to commencing construction on that portion of such Improvements, unless otherwise waived in writing by the Authority (it being the intent of the parties to minimize the economic waste resulting from such removal or restoration). The parties hereto agree that Lessee shall not be required to remove or restore any portion of the interior of the Improvements which may relate to such cessation of construction.

Lessee hereby warrants and covenants to Authority that all Improvements now or hereafter erected on the Premises shall be at all times free and clear of all liens, claims and encumbrances, unless otherwise provided for herein, and Lessee hereby agrees to indemnify and hold Authority and the City harmless from and against any and all losses, damages and costs, including reasonable Attorneys' Fees, relating to or arising out of any such lien, claim or encumbrance. If any such lien or notice of lien on account of the alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the Premises shall be filed against the Premises, Lessee's leasehold interest therein or any Improvements, the Lessee shall, within sixty (60) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any Improvements at the Premises, Lessee shall record and post a Notice of Commencement. No work hereunder shall be commenced until Lessee, at its sole cost and expense, provides to Authority from a company reasonably acceptable to the Executive Director of the Authority or

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his designee (the "Executive Director"), for the benefit of the Authority, all of the following:

- (i) a policy of builder's risk insurance satisfying the requirements of Article VII below;
- (ii) a surety performance bond from Lessee's prime contractor, as principal, in an amount equal to the total estimated cost of the portion of the work to be performed on the Premises to guarantee prompt completion of the portion of the work to be performed on the Premises in accordance with the Plans, which bond shall be in the form attached hereto as Exhibit "D" and made a part hereof; and
- (iii) one of the following forms of security to be selected by Lessee in order to guarantee payment of all charges for services, labor, materials or supplies in connection with the portion of the work to be performed on the Premises:

- (1) a surety payment bond issued by Lessee, as principal, in an amount equal to the total estimated cost of the portion of the work to be performed on the Premises, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firm supplying services, labor, materials or supplies in connection with the work, which bond shall be in the form attached hereto as Exhibit "E" and made a part hereof; or

- (2) an irrevocable standby letter of credit, in an amount equal to the total estimated cost of the portion of the work to be performed on the Premises, and issued by such bank as shall be acceptable to the Executive Director. The letter of credit shall be in a form acceptable to the Executive Director and shall remain in effect for five (5) years from the date of completion of the Improvements; or

- (3) a collateral assignment to Authority in such form as shall be acceptable to the Executive Director of one or more certificates of deposit issued by such bank(s) as shall be acceptable to the Executive Director, in a total amount equal to the total estimated cost of the portion of the work to be performed on the Premises; or

The Executive Director's acceptance of the above-mentioned documents shall not be unreasonably withheld, conditioned or delayed. In case of any construction performed by a subtenant of Lessee, the Authority agrees that the forms of the surety performance bond attached hereto as Exhibit "D" and the surety payment bond attached hereto as Exhibit "E" may be modified to reflect that the subtenant (and not Lessee) is the "Principal" under such bonds. The modification to the aforementioned bond forms shall be subject to the Executive Director's review and acceptance, which shall not be unreasonably withheld, conditioned or delayed. Furthermore, Lessee or a subtenant of Lessee, as may be applicable, shall have the right to combine the surety performance bond and the surety payment bond into one single bond, the form of which shall be subject to the Executive Director's review and acceptance, which shall not be unreasonably withheld, conditioned or delayed.

Notwithstanding the aforementioned, the requirements as set forth in subsections (ii) and (iii) above shall not be required for Minor Renovations and Alterations.

(f) Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the Authority shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Premises or in this Lease. All Persons dealing with the Premises and with Lessee are hereby put on notice that Lessee does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all Persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of Lessee or Persons dealing by, through or under Lessee, are hereby put on notice that they must look solely to the Lessee and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises.

(g) Title to all Improvements currently existing on the Premises or hereafter constructed by Lessee on the Premises shall remain in Lessee during the term of the Lease, but such title shall vest in Authority upon the expiration of the term of the Lease or upon the sooner termination thereof. Lessee hereby covenants to execute and deliver to Authority any and all instruments or documents which Authority reasonably requests to effectively transfer, assign and convey such Improvements in fee to Authority. Authority agrees that any item which constitutes a Trade Fixture under Section 3.05 below shall not constitute an Improvement under this Lease.

(h) The maximum height of all structures to be constructed by Lessee shall be forty (40) feet above street level, and all structure height issues shall be subject to Federal Aviation Administration or its successors (the "FAA") airspace review and approval.

(i) Exterior lighting and exterior materials shall be subject to FAA review and approval.

3.03 Exterior Signs and Exterior Colors. All of Lessee's exterior signs shall comply with all applicable laws, or codes, ordinances and regulations.

3.04 Utilities. With respect to any Improvements that currently do not have utility services, such utility services shall be obtained at Lessee's sole cost and expense by connection to the utilities installed at the Premises or in the vicinity thereof. The routes for all utility service lines or mains shall be approved by Authority, and all service lines and mains shall be placed underground by and at the expense of Lessee. In addition, all utility curb cuts, excavation and trenching shall be subject to the prior written approval of Authority as part of Authority's review of Lessee's Plans as provided in Section 3.02 above, and shall be completed by and at the expense of Lessee. All backfill, tamping, landscaping and street repair required as a result of such curb cuts, excavation and trenching shall be completed by and at the expense of Lessee, to the reasonable satisfaction of Authority.

Lessee shall pay for all meters and measuring devices installed by Lessee or by any utility provider on the Premises, to the extent payment is required by those utilities providers providing service, and Lessee shall pay for all utilities (including, without limitation, storm water utility fees) consumed by Lessee on the Premises.

Lessee agrees that Authority shall have no liability to Lessee arising out of any interruption of utility service to the Premises, whether or not caused by repairs or alterations being made to any part of the Airport, unless such liability arises from Authority's proven negligence; provided, however, to the extent that utility service is within the control of Authority, Authority will provide reasonable notice to Lessee of any scheduled interruption and will make a reasonable effort to restore (or cause to be restored) utility service as promptly as reasonably possible. For purposes of this Section 3.04, the acts of a third party shall not constitute acts within the control of Authority unless such acts were authorized by Authority.

3.05 Trade Fixtures.

(a) Lessee may, from time to time, install, operate, repair and replace any trade fixtures and other personal property on the Premises or in the Improvements (hereinafter collectively referred to as "Trade Fixtures"), all of which shall be and remain the property of Lessee and may be removed at any time during the term hereof and within thirty (30) days after expiration or earlier termination of the term hereof; provided, however, that Lessee shall not remove any item of the same while in default hereunder. Lessee shall repair any damage to the Premises or any Improvements caused by such removal in a manner reasonably acceptable to the Executive Director. Failure to remove Trade Fixtures or other personal property as provided herein shall not constitute a holdover by Lessee, but all such property not removed within the time specified above shall be deemed to have been abandoned by Lessee, in which case, Authority may either use or dispose of the same as it shall see fit without any liability to Lessee therefor, or may remove and store the same at Lessee's expense. The term Trade Fixtures shall not include: (i) any item hereafter installed or erected thereon by Authority, or at its expense, or (ii) any item affixed to the Premises or any Improvement which cannot be removed without structural injury to the Premises or to any Improvement.

(b) If, upon the expiration or earlier termination of the term hereof, Lessee shall be in default hereunder, the Executive Director may, at his option, give notice to Lessee that Lessee may, within thirty (30) days after the date such notice is given, remove its Trade Fixtures, provided that such removal will not result in structural injury to the Premises or any Improvement, and that Lessee shall at its expense repair any damage to the Premises or any Improvement caused by such removal, in a manner acceptable to the Executive Director. In such event, any Trade Fixtures not so removed within such time period shall be deemed to have been abandoned by Lessee, in which case, Authority may either use or dispose of the same as it shall see fit without any liability to Lessee therefor, or may remove and store the same at Lessee's expense.

(c) Any subtenant of Lessee may, from time to time, install, operate, repair and replace any Trade Fixtures on the Premises or the Improvements, or stock space subleased by such subtenant with inventory or other items of personal property, all of which shall remain the property of such subtenant and

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the rights and obligations thereto shall be governed by the applicable sublease agreement with such subtenant; provided such terms are consistent with the terms and conditions of this Lease.

3.06 Right and Obligation of Operation, Maintenance and Repair.

(a) Lessee shall be solely responsible, at its own cost and expense, for performing or procuring the performance of all operation, maintenance, repair, and replacement of the Premises and the Improvements thereon, the landscaping and all other improvements (including capital improvements) on the Premises in order to keep the Premises and Improvements in an attractive, safe, sanitary and clean condition, and all such operation, maintenance, repair and replacement shall be performed in a manner consistent with the standards for other class "A" shopping centers in the Orlando metropolitan area and using first class quality in all materials and workmanship, which shall include, but not be limited to, those standards set forth on Exhibit "F" attached hereto and made a part hereof. All exterior paint colors and structural appendages shall be used or installed only with the prior written approval of the Authority. If Lessee fails to fulfill any of its obligations under this paragraph, and fails to commence the steps necessary to correct such failure within twenty (20) days after the Authority's written demand or, having so commenced, fails to complete the same expeditiously, then in addition to all of its other remedies under this Lease, the Authority shall have the right, but not the obligation, to make or complete said maintenance, repair or replacement at the Lessee's expense, and Lessee shall pay the cost thereof in addition to a ten percent (10%) administration fee within ten (10) days of demand of the same by the Authority.

(b) Pallets and Shipping Materials. Lessee shall make suitable arrangements for the storage, collection and removal from the Premises of all pallets and shipping materials on the Premises. Lessee shall provide designated areas for pallets and compactors, will maintain the pallets and compactors in an attractive, safe and sanitary manner, and will store pallets and shipping materials in inconspicuous places of the Premises that are screened from public view.

(c) Trash and Garbage. Lessee shall make suitable arrangements for the storage, collection and removal from the Premises of all trash, garbage and other refuse on the Premises. Lessee shall provide appropriate covered, metal receptacles for trash, garbage and other refuse, will maintain the receptacles in an attractive, safe and sanitary manner, and will store receptacles in inconspicuous places on the Premises that are screened from public view.

3.07 Destruction of Improvements at Termination of the Lease. On the expiration or earlier termination of this Lease, Authority shall be entitled to have the Premises returned to Authority clear of all improvements or any portion thereof, as determined by the Authority, constructed by Lessee, free of any Hazardous Substances (as hereinafter defined) at the Premises and with all utilities facilities capped and marked. If Authority exercises this right, Lessee shall have one hundred eighty (180) days after such expiration or earlier termination in which to remove the improvements, or any portion thereof, at Lessee's sole cost and expense; provided that any occupancy by Lessee for purposes of removal of such improvements shall be subject to all of the terms and conditions of this Lease except payment of the Annual Base Rent due hereunder. If Lessee fails to remove said improvements after the Authority has exercised

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such right hereunder, the Authority may remove the same at Lessee's expense. Authority may, at its option, take title to the Improvements in lieu of removal of such Improvements by Lessee. Authority shall notify Lessee of its election to require removal of the Improvements, or any portion thereof, or to take title to the Improvements at least six (6) months prior to the expiration or prior termination of this Lease.

ARTICLE IV

TERM OF LEASEHOLD

4.01 Lease Term. This Lease shall commence on the Lease Date and shall continue through August 31, 2035, unless sooner terminated in accordance with the terms and provisions hereof.

4.02 Renewal Options.

(a) The Lessee shall have the option to renew this Lease for two (2) successive ten (10) year periods subject to the terms and conditions of this Lease, as may be amended from time to time. The Annual Base Rent due during each Lease Year of such renewal terms shall be determined by increasing the Annual Base Rent for the immediate preceding Lease Year by two percent (2%). Tenant shall provide the Authority written notice of its intent to exercise each of the aforementioned options, such written notice shall be provided not later than one (1) year prior to the expiration of the then current term. If Lessee fails to notify the Authority of Lessee's decision either to exercise or not to exercise any renewal option under this Section 4.02 at least one (1) year prior to the expiration of the then existing term, then at any time after one (1) year prior to the expiration of the existing term Authority shall deliver written demand upon Lessee that Lessee advise Authority in writing whether or not Lessee intends to exercise the upcoming renewal option under this Section 4.02. If Lessee fails to advise Authority in writing of Lessee's decision either to exercise or not to exercise the upcoming renewal option under this Section 4.02 within ten (10) days after Lessee's receipt of Authority's said demand, then such failure to respond shall constitute a waiver and relinquishment of the right to exercise any subsequent renewal options and this Lease shall automatically expire at the end of the then-existing term.

(b) Reference in this Lease to the "term" of this Lease shall mean the initial term and any optional terms properly exercised pursuant to this Section 4.02.

4.03 National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, rent under this Lease shall not abate, but the term of this Lease shall be extended by the period of such suspension, and Lessee will have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim.

ARTICLE V

RENT

5.01 Rent. The rent payable by Lessee to Authority for its use of the Premises during the term of this Lease shall be calculated and paid as follows:

(a) Annual Base Rent. For the period from the Effective Date through December 31, 2005, Lessee shall pay Annual Base Rent to the Authority, plus any additional rents due hereunder and all sales tax or rent taxes due thereon, at the rate of Two Hundred Seventy Two Thousand Four Hundred Twenty One and No/100 Dollars (\$272,421.00), and for the period from January 1, 2006 through June 30, 2007, Lessee shall pay Annual Base Rent to the Authority, plus any additional rents due hereunder and all sales tax or rent taxes due thereon, at the rate of Three Hundred Twenty Five Thousand and No/100 Dollars (\$325,000.00).

(b) Commencing on July 1, 2007, and continuing for each Lease Year thereafter through August 31, 2035, Lessee shall pay to the Authority for its use of the Leased Premises Annual Base Rent, plus any additional rents due hereunder and all sales tax or rent taxes due thereon, as follows:

July 1, 2007 – June 30, 2008	\$400,000
July 1, 2008 – June 30, 2009	\$408,000
July 1, 2009 – June 30, 2010	\$416,160
July 1, 2010 – June 30, 2011	\$424,483
July 1, 2011 – June 30, 2012	\$432,973
July 1, 2012 – June 30, 2013	\$441,632
July 1, 2013 – June 30, 2014	\$450,465
July 1, 2014 – June 30, 2015	\$459,474
July 1, 2015 – June 30, 2016	\$468,663
July 1, 2016 – June 30, 2017	\$478,036
July 1, 2017 – June 30, 2018	\$487,597
July 1, 2018 – June 30, 2019	\$497,349
July 1, 2019 – June 30, 2020	\$507,296
July 1, 2020 – June 30, 2021	\$517,442
July 1, 2021 – June 30, 2022	\$527,791
July 1, 2022 – June 30, 2023	\$538,347
July 1, 2023 – June 30, 2024	\$549,114
July 1, 2024 – June 30, 2025	\$560,096
July 1, 2025 – June 30, 2026	\$571,298
July 1, 2026 – June 30, 2027	\$582,724
July 1, 2027 – June 30, 2028	\$594,378
July 1, 2028 – June 30, 2029	\$606,266
July 1, 2029 – June 30, 2030	\$618,391

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July 1, 2030 – June 30, 2031	\$630,759
July 1, 2031 – June 30, 2032	\$643,374
July 1, 2032 – June 30, 2033	\$656,241
July 1, 2033 – June 30, 2034	\$669,366
July 1, 2034 – August 31, 2035	\$796,545 (applies to a 14 month period)

5.02 Optional Lump Sum Prepayment of Rent. At the end of every fifth (5th) Lease Year during the term of this Lease, the Authority shall have the right to require Lessee to pay, a lump sum prepayment of Annual Base Rent for the present value of the balance of the then current lease term (the "Prepayment"). The Prepayment shall be calculated by taking the average Annual Base Rent for the three (3) Lease Years preceding the date when the Authority requires the prepayment and, using such average to calculate the Present Value of the same by capitalizing the remaining years of the existing term at a discount rate equal to the greater of: (i) ten percent (10%); or (ii) 500 basis points over the ten (10) year Treasury Bill. By way of example, if for the last three years the Annual Base Rent was \$424,483, \$432,973 and \$441,632, the then current 10-year treasury is at 4% and the remaining years of the current term is 25, then the average rent would be \$433,029, for a period of 25 years, use 10% as the discount rate (since 4% plus 500 basis points equals 9%, the flat 10% is used). The lump sum payment for the initial term would be \$3,930,621.

The Authority shall exercise its right to receive the Prepayment by providing the Lessee written notice of the same on or before six (6) months prior to the end of any fifth (5th) Lease Year. The Authority's right to exercise its right to receive the Prepayment shall not in any way affect Lessee's right to renew this Lease pursuant to Section 4.02 herein, nor the Authority's right to receive payments of rent during the option periods pursuant to Section 5.01 above.

5.03 Payment of Fees. Lessee shall pay to Authority on the Rent Commencement Date and on the first day of each calendar month thereafter throughout the term of this Agreement, an amount equal to the sum of one-twelfth (1/12) of the Annual Base Rent then applicable, and any sales or rent taxes due thereon, in advance, in lawful money of the United States without deduction or set-off except as otherwise provided in this Lease, at the office of the Authority's Director of Finance or at such other place as Authority may designate in writing from time to time. Rent for a partial month or partial Lease Year during the term of this Lease shall be prorated accordingly.

5.04 Unpaid Rent, Fees, and Charges. Any installment of annual rent, and any fees or other charges accruing under this Lease that are not received within ten (10) days after such payment is due, shall bear interest from the date when the same was due until paid by Lessee at an interest rate equal to the prime rate of interest announced in the Money Rates section of the Wall Street Journal as of the date such payment was due plus six percent (6%) annum; provided, however, in no event shall such interest rate exceed eighteen percent (18%) per annum (or, if less, the maximum interest rate allowed by law).

If Authority has paid any sum or sums or has incurred any obligation or expense for which Lessee is obligated to pay or reimburse Authority, or if Authority is required or elects to pay any sum or sums or

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incurs any obligation or expense because of the failure or refusal of Lessee to perform or fulfill any of the terms or conditions of this Lease, then the same, plus a ten percent (10%) administrative fee, shall be deemed additional rent due hereunder, and Lessee shall, promptly after demand by Authority, reimburse Authority therefor. Authority agrees that it shall not pay any sum or incur any obligation or expense on behalf of Lessee unless Authority has notified Lessee and Lessee fails or refuses to comply with its obligations under this Lease within three (3) business days of receipt of such notice; provided, however, that in the event of an emergency Authority shall not be obligated to notify Lessee prior to incurring obligations as contemplated herein. Notwithstanding the foregoing, any sums due from Lessee to Authority under the provisions of this subsection shall bear interest at the rate of interest provided for above from the date any such sum was paid or such expense was incurred by the Authority.

ARTICLE VI

TAXES

6.01 Payment of All Property Taxes and Assessments. Lessee shall pay when due all ad valorem and non ad valorem taxes, assessments (including, without limitation, storm water utility charges) and impact fees levied against or in connection with the Premises, its leasehold interest therein and any Improvements thereto, and pay when due all taxes and assessments levied against Lessee's personal property located on the Premises or otherwise arising out of its operations on the Premises. In the event Lessee shall fail to pay when due any such taxes and assessments, then regardless of whether Authority exercises its right to terminate this Lease because of Lessee's default, Lessee shall also be obligated to pay all resulting interest and penalties on such delinquent taxes and assessments. None of the terms, covenants or conditions of this Lease shall be construed as a release or waiver on the part of Authority or the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Lessee. Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Lease, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Premises or any Improvements and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due.

If the term of this Lease expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Lease commences on a date other than the first day of such tax year, Lessee shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Lease was in effect during such tax year by the total number of days that the Premises was leased to tenants (excluding any tenant engaging in a use of the Premises which results in the Premises being exempt from taxation) during such tax year. If this Lease is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Lessee shall pay a percentage of the assessment calculated by dividing the number of days this Lease was in effect during that assessment period by the total number of days in the assessment period. Lessee's obligations under this Section 7.01 shall survive the expiration or earlier termination of the term of this Lease.

6.02 Payment of Sales Tax. Lessee shall be liable at its sole cost and expense, and the Authority shall have no liability for, any sales, use or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Lease. Lessee shall indemnify, defend and hold Authority completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. In the event that Lessee registers as a dealer for Florida sales tax purposes, Lessee may issue a resale certificate to the Authority. Upon the issuance of such resale certificate by Lessee to the Authority, Lessee shall not be required to pay sales tax on the Annual Base Rent or any other sums which are deemed rent or additional rent under this Lease nor shall the Authority be required to collect sales tax on such sums, per Rule 12A-1.070(9), Florida Administrative Code.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

7.01 Fire and Other Risks Insurance.

(a) Lessee shall, without expense to Authority, obtain and maintain throughout the term of this Lease, for the benefit of Authority and Lessee as their interests may appear, property insurance on and for all Improvements now or hereafter erected on the Premises, on a replacement cost basis, in such form and with such company or companies as Authority shall approve, which approval shall not be unreasonably withheld, and with a reasonable self-insured retention or deductible amount taking Lessee's net worth into account; provided, however, that during the period of construction of the Improvements, Lessee shall obtain and maintain builder's risk insurance as set forth in Section 3.02(e) above in lieu of such property insurance.

(b) On or before the Effective Date of this Lease, and at least thirty (30) days prior to the expiration of any policy or policies provided by Lessee hereunder, Lessee shall furnish an original certificate of insurance to Authority evidencing such coverage, and such certificate shall provide that Authority and Lessee are named as loss payees as their interests may appear, and that the policy or policies will not be canceled or modified nor the limits thereunder decreased without thirty (30) days' prior written notice thereof to Authority. Lessee shall also provide Authority with copies of endorsements and other evidence of the coverage set forth in the certificate of insurance as Authority reasonably may request. Lessee shall provide Authority (if requested by Authority) with information and supporting documents pertaining to the cost and replacement value of all Improvements on the Premises within ninety (90) days after completion of any Improvements and at least thirty (30) days prior to the expiration of any insurance policy provided in accordance with this Section 7.01. Authority shall have the right to request said cost and replacement value not more than once a Lease Year.

(c) If Lessee fails to comply with the terms of this Section 7.01, Authority, after notice as provided in Section 5.04, shall have the right, but not the obligation, to cause insurance as aforesaid to be issued, and in such event Lessee shall pay the premium for such insurance upon Authority's demand.

(d) Lessee, on behalf of itself and its insurance carriers, hereby waives any and all rights of recovery which it may have against Authority or the City, or any other Person who it is required to indemnify in accordance with the provisions of Section 7.03 below, for any loss of or damage to property it may suffer as a result of any fire or other peril insured against under a policy of property or builder's risk insurance which it is required to obtain hereunder.

7.02 Liability Insurance.

(a) Lessee shall, without expense to Authority, obtain and maintain throughout the term of this Lease, automobile liability insurance (any auto, including owned autos, non-owned autos and hired autos) and commercial general liability insurance protecting Lessee, Authority and the City and the members (including, without limitation, all members of the governing board of Authority, the Orlando City Council and the citizens advisory committees of each), officers, agents and employees of each from and against any and all liabilities arising out of or relating to Lessee's use or occupancy of, or the conduct of its operations on, the Premises and the Improvements, in such form and with such company or companies as Authority reasonably shall approve, in the amount of not less than FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00), combined single limit, with a reasonable self-insured retention or deductible amount taking Lessee's net worth into account, and with contractual liability coverage for Lessee's covenants to and indemnification of Authority, the City and the other Persons who Lessee is required to indemnify under this Lease. Automobile liability insurance (any auto including owned autos, non-owned autos and hired autos) shall be in the amount of not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate for bodily injury and Fifty Thousand and No/100 Dollars (\$50,000.00) for property damage. The insurance required hereunder shall also provide that it is the primary insurance and any other valid and collectible insurance Authority or any of the other additional insureds may possess, including any self-insured retention or deductible any of them may have, and that any other insurance carried by any of them shall be considered excess insurance only.

(b) If the nature of Lessee's use or business operations on the Premises is such as to place any or all of its employees under the coverage of local workers' compensation or similar statutes, Lessee shall also keep in force, at its expense, workers' compensation or similar insurance affording the required statutory coverage and containing the requisite statutory limits.

(c) On or before the Lease Date of this Lease and at least thirty (30) days prior to the expiration of any insurance policy or policies provided by Lessee hereunder, Lessee shall furnish original certificates of insurance to the Authority evidencing all coverage required under this Section 7.02. Such certificates shall name Authority and the City and the members (including, without limitation, all members of the governing board of the Authority and the Orlando City Council, and the advisory committees of each), officers, agents and employees of each as additional insureds and shall provide that the policy or policies may not be canceled or modified nor the limits thereunder decreased without thirty (30) days' prior written notice thereof to Authority. Lessee shall also provide Authority with copies of such endorsements and other

evidence of the coverage set forth in the certificates of insurance as Authority may reasonably request. Authority shall have the right upon prior written notice to Lessee, to require Lessee, from time to time, and applicable only upon the annual renewal of coverage, to increase the monetary limits or coverages provided by such policy or policies; provided, however, that such increase shall reasonably reflect custom and usage in shopping centers in central Florida.

(d) If Lessee fails to comply with the terms of this Section 7.02, Authority, after notice as provided in Section 5.04, shall have the right, but not the obligation, to cause insurance as aforesaid to be issued, and in such event Lessee shall pay the premium for such insurance upon Authority's demand.

7.03 Indemnification. Lessee shall indemnify, defend and hold completely harmless Authority and the City, and the members (including, without limitation, members of the governing board of Authority and the Orlando City Council, and the citizens advisory committees of each), officers, employees and agents of each (the "Indemnified Parties"), from and against any and all liabilities (including, but not limited to, liability with respect to any Hazardous Substances (as hereinafter defined) and liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"), and any other environmental statute, law, ordinance, regulation, rule or order), losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to court costs, reasonable expert fees and reasonable Attorneys' Fees) which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of Authority or the City, or any property of, injury to or death to any Person resulting from or arising out of the use, occupancy or maintenance of the Premises or any Improvements, or the Lessee's operations thereon, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, except to the extent that such liability, loss, suit, claim, demand, judgment, fine, damage, penalty, cost or expense was proximately caused by the party to be indemnified hereunder, (ii) arising out of the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee, or (iii) imposed on or assessed against the Authority by reason of or arising out of any act or omission on the part of Lessee, any subtenant or any other Person acting by, through or for Lessee or any subtenant. If the Lessee and any Indemnified Party are determined to have each been negligent or to have engaged in intentional misconduct, then the amount of such indemnity from Lessee to such Indemnified Party shall be reduced by the same percentage as such Indemnified Party's negligence or intentional misconduct. Authority agrees to give Lessee reasonable notice of any suit or claim for which indemnification will be sought by it hereunder, to allow Lessee or its insurer to compromise and defend the same to the extent of its interest and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this Section 7.03, Lessee shall use counsel reasonably acceptable to the Authority. The provisions of this Section 7.03 shall survive the expiration or earlier termination of this Lease with respect to any acts or omissions occurring during the term of this Lease.

ARTICLE VIII

DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

8.01 Obligations of Lessee. Except as provided in Section 8.03 below, in the event the Improvements are damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt written notice thereof to Authority, and Lessee, at its own expense, shall promptly repair, replace and rebuild the same, at least to the same extent as to the value and as nearly as practical to the character of the Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid, in accordance with plans and specifications prepared by Lessee and approved by Authority, and otherwise in accordance with the provisions of Section 3.02 above. Damage to the Improvements shall not cause an abatement of Lessee's obligation to pay rent to Authority or to make any other payments required to be made by Lessee under this Lease.

8.02 Insurance Proceeds. Upon receipt by Lessee and the Authority of the proceeds of any builder's risk or property insurance policy or policies, Lessee and the Authority shall deposit same in an interest bearing escrow account to pay for the cost of such repair, replacement and rebuilding. Lessee shall receive and hold such proceeds (and any interest earned thereon) in trust for such work, and such proceeds (and any interest earned thereon) shall be disbursed by Lessee during construction solely to pay the cost of such work. If the amount of such insurance proceeds (together with the interest earned thereon) is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds (together with the interest earned thereon) is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

8.03 Termination of Lease. If any of the Improvements on the Premises are damaged or destroyed in an amount in excess of twenty-five percent (25%) of the replacement cost thereof by fire or other casualty during the last five (5) years of the term of this Lease or during any option period, and provided that at the time of such damage or destruction Lessee had in effect property insurance in the amount, and in accordance with the other requirements of this Lease, and pays to the Authority the amount of the self-insured retention or deductible amount under such insurance, then Lessee shall have the right to terminate this Lease by giving Authority written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such damage or destruction and the insurance proceeds received or receivable under any such policy of insurance shall be paid to and retained by Authority. All Annual Base Rent payable under this Lease shall be prorated and paid to the date of such termination; except however if the Rent has been prepaid then Lessee shall not be entitled to any refund. The receipt of such insurance proceeds and the amount of such self-insured retention or deductible amount by Authority, provided that such proceeds are paid under insurance policies in the amount and in accordance with the other requirements of this Lease, will relieve Lessee from any responsibility to repair, replace or rebuild the Improvements to their former condition.

ARTICLE IX

CONDEMNATION

9.01 Notice of Condemnation. The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- (a) Notice of Intended Taking;
- (b) Service of any legal process relating to condemnation of the Premises or Improvements; or
- (c) Notice in connection with any proceedings or negotiations with respect to such a condemnation.

9.02 Rights of Authority and Lessee. Authority and Lessee shall each have the right to represent its respective interests in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims, including, but not limited to, any claim to apportionment of any award. Authority and Lessee each agrees to execute and deliver to the other any instrument that may be required or which would facilitate the provisions of this Lease relating to the condemnation.

9.03 Taking of Leasehold. Upon a Total Taking, Lessee's interest in the leasehold and Lessee's obligation to pay rent and other charges hereunder shall terminate on the date the Taking is completed by deed, contract or final order of condemnation; provided, however, that in the event the condemning authority has secured an order which allows it to take physical possession of the Premises prior to such date, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date the condemning authority takes physical possession of the Premises in accordance with the terms of such order. If the Taking is a Substantial Taking (which shall include but not be limited to a taking of the access to the Premises if the Authority is unable to provide comparable access to that existing immediately prior to the Taking), Lessee may, by notice to Authority within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the taking as a Total Taking. If Lessee does not so notify Authority, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Annual Base Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

9.04 Distribution of Award. Upon either a Total Taking or a Partial Taking all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Authority and Lessee may agree or, in the absence thereof, in accordance with the laws of the State of Florida or the final judgment of a court of competent jurisdiction.

9.05 Obligations of Lessee under Partial Taking. Promptly after any Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the Improvements on the Premises, in accordance with the

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provisions of Section 4.02 above, so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding anything in the preceding sentence to the contrary, should there be a Partial Taking in the last five (5) years of the term of this Lease, Lessee shall be relieved of the responsibility to so repair or reconstruct the Improvements as aforesaid by notifying Authority of its intention to that effect within thirty (30) days after the date which Lessee receives notice of the Intended Taking, and both Lessee's obligation to pay rent and this Lease will be terminated on the date which the Partial Taking is completed or, if earlier, on the date which the condemning authority takes actual possession pursuant to court order.

9.06 Taking of Temporary Use of Premises and Improvements. Upon a Temporary Taking (as hereinafter defined) of the temporary use of all or any part of the Premises or Improvements, or both, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award or compensation paid by the condemning authority for the use or estate taken. If a result of the Temporary Taking is to necessitate expenditures for reconstruction of the Improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Temporary Taking, Lessee shall perform such work in accordance with the provisions of Section 3.02 above. Upon the completion of the work and the discharge of the Premises and Improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency between the cost of repair or reconstruction and any condemnation proceeds obtained by Lessee. A "Temporary Taking" is defined as a taking of the use of all or any part of the Premises or Improvements, or both, for a period with a duration of less than thirty (30) days. In the event that any Temporary Taking shall exceed thirty (30) days in duration, and substantially impairs Lessee's ability to operate the Premises, such Taking shall be treated under the provisions for a Total Taking, Substantial Taking and Partial Taking. If any such Temporary Taking is for a period extending beyond the expiration of the term of this Lease, the Taking shall be treated under the provisions for a Total Taking, Substantial Taking and Partial Taking.

9.07 Taking by Authority. Upon any Taking by Authority, Authority and Lessee will either agree to the amount to be paid by Authority for such Taking, or in the absence of such agreement, the matter will be determined in accordance with the laws of the State of Florida.

9.08 Deposit of Sums Payable on Taking. If Authority and Lessee are unable to agree on how all sums payable by a third party on the Taking are to be distributed and disbursed as between Authority and Lessee, then Authority and Lessee agree to take such action as shall reasonably be required to withdraw such sums from the registry of the Court and jointly deposit such sums in an interest bearing escrow account, and once agreement is reached between Authority and Lessee as to how such sums are to be distributed and disbursed (or the matter has been determined in accordance with the laws of the State of Florida), the interest earned on such sums shall be distributed between Authority and Lessee in the same proportion as the distribution of the principal amount of such sums.

9.09 Refund of Prepayment Upon a Taking. In the event the Authority exercised its right to the optional lump sum prepayment of Annual Base Rent pursuant to the terms of Section 5.02 above and a

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Taking of the Premises, the Improvements or any part thereof occurs, the Authority shall reimburse Lessee for a portion of the Prepayment to be calculated as follows: (i) the Prepayment amount shall be multiplied by a fraction, the numerator of which shall be the area of the Premises taken and the denominator of which shall be the total area of the Premises on the Effective Date of the Lease; and (ii) such sum resulting from (i) above shall be divided by the number of years then remaining in the current term of the Lease on the date the Prepayment was made by the Authority; and (iii) the resulting sum from (ii) above shall then be multiplied by the number of years then remaining in the current term of the Lease on the date of the Taking. This right to reimbursement of any Prepayment shall be in addition to any other right that Lessee may have to an award or compensation as a result of a Taking.

ARTICLE X

ENCUMBRANCES

10.01 Hypothecation of Leasehold Estate. Lessee shall have the right to mortgage all or any portion of its interest in this Lease and the leasehold estate and all attendant and appurtenant rights, including, but not limited to Lessee's rights in and to the Improvements (hereinafter collectively referred to as the "Leasehold Interest") to a bank, insurance company, savings and loan association, real estate investment trust or any other lender, by a Mortgage provided that any such Mortgage shall expressly provide that it is subject and subordinate to the rights of Authority hereunder and to the rights of the City. Lessee or the Mortgagee shall, within thirty (30) days of the execution of any such Mortgage, send to Authority a true and correct copy thereof, together with a written notice specifying the name and address of the Mortgagee and providing the pertinent recording information with respect to such Mortgage. Authority agrees that so long as any such Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the Mortgagee thereunder to Authority, whichever shall first occur, the following provisions shall apply:

(a) There shall be no cancellation, surrender or material modification of this Lease by the joint action of Authority and Lessee without the prior consent in writing of the Mortgagee (but such consent shall not be unreasonably withheld provided the security of such Mortgagee is not materially impaired).

(b) Authority shall, upon giving notice to Lessee of any default by Lessee hereunder, simultaneously give a copy of such notice to such Mortgagee by registered or certified United States mail, return receipt requested, postage prepaid, in which event the Mortgagee shall thereupon have the same time periods as Lessee (and such additional periods as may be provided in subsection 10.1(c) below) within which to remedy or cause to be remedied the default complained of and Authority shall accept such performance by or at the instigation of the Mortgagee as if the same had been tendered or made by Lessee.

(c) Notwithstanding anything contained in this Lease to the contrary, if any default by Lessee shall occur which entitles Authority to terminate this Lease, the Authority shall send to Mortgagee written notice in the manner provided hereinabove indicating the Authority's intention to terminate this Lease for such default and the Authority shall take no action to terminate this Lease, accelerate the rent or to interfere with the occupancy use or enjoyment of the Premises and any notice of termination theretofore

given shall be void and of no force and effect, provided that:

(i) if such event of default shall be a default in the payment of an installment of Annual Base Rent or any other sums payable by Lessee under this Lease, Mortgagee shall remedy such default not later than thirty (30) days after the giving of such notice; or

(ii) if such event of default shall be a default in observing or performing any other covenant or condition to be observed or performed by the Lessee hereunder, and such default can be remedied by such Mortgagee without obtaining possession of the Premises, such Mortgagee shall cure such default, not later than thirty (30) days after the giving of such notice, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such period of thirty (30) days, such Mortgagee shall have such additional period as may be necessary to remedy such default with diligence and continuity; or

(iii) if such event of default shall be a default which can only be remedied by such Mortgagee upon obtaining possession of the Premises, such Mortgagee shall commence foreclosure or similar proceedings under the Mortgage for the purpose of acquiring Lessee's interest in this Lease within sixty (60) days after the giving of such notice and shall thereafter diligently pursue the same; provided, however, that with the exception of a lien in favor of the Authority or the City, such Mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the Mortgagee. Once the Mortgagee has obtained possession of the Premises (through a receiver or otherwise), the Mortgagee shall remedy such default within thirty (30) days after obtaining such possession, provided that in the case of a default which cannot with diligence be remedied, or the remedy of which cannot be commenced, within such thirty (30) day period, such Mortgagee shall have such additional period as may be necessary to remedy such default with diligence and continuity; and

(iv) Mortgagee shall, during the pendency of any cure period or such foreclosure proceedings and any period of redemption, pay or cause to be paid to Authority, when due, all Annual Base Rent, additional charges and other sums due hereunder and shall perform or cause to be performed all other agreements, terms, covenants and conditions hereof as required hereunder (to the extent the same are reasonably capable of performance by a Mortgagee). Further, in the event that a Mortgagee forecloses the Leasehold Interest in the Premises or assigns Lessee's Leasehold Interest to a third party with the approval of Authority, Authority will not terminate this Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Lessee, including, without limitation, any arrangement with or assignment for the benefit of creditors. Further, the Mortgagee may, pending foreclosure of the Mortgage, take possession of the Premises by and through its representative or a receiver, as the Mortgagee may elect and, provided it does so in accordance with the terms and provisions hereof, administer the Premises as if it were the Lessee hereunder.

(d) The Mortgagee may become the legal owner and holder of the Leasehold Interest under this Lease by foreclosure of its Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and upon becoming owner and holder of the Leasehold Interest, Mortgagee shall have all rights,

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privileges, obligations and liabilities of the original Lessee. If the Leasehold Mortgagee shall assign its interest under the Lease to any third party with the express prior written approval of Authority in accordance with the terms and provisions of Article XI hereof, and if the assignee shall assume and agree in writing to perform and be bound by all of the terms hereof, the Mortgagee shall be relieved of further liability hereunder, it being understood and agreed that Mortgagee shall not have assumed Lessee's obligations hereunder except as expressly stated herein. Any buyer of the Leasehold Interest at a foreclosure sale other than the Mortgagee must be approved by the Authority prior to such acquisition pursuant to the terms of Article XI hereof.

(e) Any Mortgagee who lawfully acquires possession of the Leasehold Interest to the Premises, by foreclosure of its Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, shall not be required to assume all of the obligations of Lessee hereunder. Such Mortgagee shall, however, subject to the foregoing, cure all prior defaults under the Lease if the same can be cured by the payment or expenditure of money, and continue to pay when due all Annual Base Rent, additional charges and other sums due hereunder for so long as it shall continue in possession, and it shall perform or cause to be performed all other agreements, terms, covenants and conditions to be performed by Lessee hereunder. As long as said Mortgagee shall so perform, Authority shall not terminate this Lease, accelerate the rent or exercise any other remedy under this Lease. In the event, however, that said Mortgagee shall not so perform within the times permitted hereunder, then Authority shall be entitled to exercise all the rights and remedies available to it as set forth in this Lease with respect to terminating the Lease and/or recovering possession of the Premises, and proceeding against all parties other than the Mortgagee for any and all damages and other relief to which it may be entitled by virtue of Lessee's default.

(f) If this Lease shall terminate for any reason (other than a failure of Mortgagee to perform or remedy an event of default pursuant to the terms set forth in this Section 10.01) or be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, any Mortgagee or a person designated by such Mortgagee (subject to the prior written approval of the Authority), shall have the right, exercisable by notice to the Authority within thirty (30) days after the effective date of such termination, to enter into a new lease of the Premises with the Authority. The lessee of such new lease shall pay all reasonable costs and expenses incurred by the Authority, if any, in preparing such new lease. The term of said new lease shall begin on the date of the termination of this Lease and shall continue for the remainder of the term of this Lease. Such new lease shall otherwise contain the same terms and conditions as those set forth herein, except for requirements which are no longer applicable or have already been performed, provided that such Mortgagee shall have remedied all defaults on the part of the Lessee hereunder which are susceptible of being remedied by the payment of money, and provided further that such new lease shall require the lessee thereunder promptly to commence, and expeditiously to continue, to remedy all other defaults on the part of the Lessee hereunder to the extent susceptible of being remedied. It is the intention of the parties hereby that such new lease shall have the same priority relative to other rights or interests to or in the Premises as this Lease. The provisions of this Section 10.01(f) shall survive the termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 10.01(f) were a separate and independent contract among the Authority, the Lessee and each Mortgagee. From the date on which any Mortgagee shall serve upon the Authority the aforesaid notice of the exercise of its right to a new

lease, and shall have cured all defaults by Lessee that are susceptible of being remedied by the payment of money, such Mortgagee may use and enjoy the Premises without hindrance by the Authority. If more than one Mortgagee makes written demand upon the Authority in accordance with the provisions hereof for a new lease, the new lease shall be delivered pursuant to the Mortgagee whose Mortgage appears to the Authority to be prior in lien among those who made the request and any other request shall be null and void and no force and effect; in which event, the Mortgagee to whom the new lease has been delivered shall indemnify the Authority from any and all claims, actions, losses or damages, including, but not limited to, any and all attorneys' fees and costs, by all other Mortgagees claiming entitlement to the new lease. In the event the Mortgagee, to whom the Authority granted the new lease, fails or refuses to indemnify the Authority, the Authority shall be entitled to terminate the new lease upon five (5) day's written notice to said Mortgagee and shall thereafter the Authority shall be relieved of all liability or responsibility to all Mortgagees.

(g) No Mortgagee shall become personally liable for the performance or observance of any covenants or conditions to be performed or observed by the Lessee unless and until such Mortgagee becomes the owner of the Lessee's interest hereunder upon the exercise of any remedy provided for in any Mortgage or enters into a new lease with the Authority pursuant to Section 10.01(f) above. Thereafter such Mortgagee shall be liable for the performance and observance of such covenants and conditions only so long as such Mortgagee owns such interest or is lessee under such new lease.

(h) Authority agrees that the name of any Mortgagee may be added to the "loss payable" endorsement of any and all insurance policies required to be carried by Lessee hereunder and protecting against damage to the Improvements or any part thereof by fire or other casualty.

(i) The provisions of this Section 10.01 are for the benefit of each Mortgagee and may be relied upon and shall be enforceable by each Mortgagee and their respective successors and assigns.

(j) At Lessee's request, the Authority shall execute a Subordination, Non-Disturbance and Attornment Agreement or similar written agreement with a Mortgagee in which the Authority agrees that it consents to the granting of the Mortgage and the Authority will recognize Mortgagee and the rights granted to a Mortgagee pursuant to the terms of this Section 10.01. The form of the Subordination, Non-Disturbance and Attornment Agreement shall be acceptable to the Executive Director. As a condition of the Authority's execution of a Subordination, Non-Disturbance and Attornment Agreement, Lessee shall reimburse the Authority for the attorney's fees incurred by the Authority in drafting and negotiation such Subordination, Non-Disturbance and Attornment Agreement.

10.02 Hypothecation of Sublease Estate. A subtenant of Lessee subleasing not less than fifteen thousand (15,000) square feet of Premises or an outparcel or "pad" contained within the Premises shall have the right to mortgage all or any portion of its interest in a sublease made by Lessee to such subtenant and the leasehold estate and all attendant and appurtenant rights in and to such sublease to a bank, insurance company, savings and loan association, real estate investment trust or any other lender, by a Mortgage provided that any such Mortgage shall expressly provide that it is subject and subordinate to the rights of the authority under this Lease and to the rights of the City. Lessee, the subtenant or the Mortgagee shall, within

thirty (30) days of the execution of any such Mortgage, send to Authority a true and correct copy thereof, together with a written notice specifying the name and address of the Mortgagee and providing the pertinent recording information with respect to such Mortgage. Authority agrees that so long as any such Mortgage shall remain unsatisfied of record or until a written notice of satisfaction is given by the Mortgagee thereunder to Authority, which ever shall first occur, the terms and provision as set forth in 10.01 above shall apply to any Mortgage (and relating Mortgagee) granted by a subtenant of Lessee with respect to any portion of the Premises or any Improvements located thereon.

ARTICLE XI

DEFAULT, ASSIGNMENT AND SUBLETTING

11.01 Events of Default. The occurrence of any of the following shall constitute an event of default by Lessee under this Lease:

(a) the failure of Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder when due which failure is not remedied within ten (10) days after receipt by Lessee of Authority's written demand;

(b) the failure of Lessee to keep, observe or perform any of the other material covenants or agreements herein contained to be kept, observed or performed by Lessee, and the continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Lessee of Authority's written demand; provided, however, that if such failure is curable and does not involve Lessee's covenants or agreements contained in Section 2.03 (relating to Permitted Uses), 3.02 (relating to Right and Obligation to Operate and Maintain), Article VIII (relating to Insurance and Indemnification) or Section 11.03 (relating to Assignment and Subletting), and cannot be cured within such thirty (30) day period, then Lessee shall not be in default as long as it commences to cure such failure within such thirty (30) day period and continues the curing thereof with due diligence;

(c) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve (12)-month period) to make any payment of rent or any other payment required to be made by Lessee within ten (10) days after such payment is due as herein provided (provided that notice of such failure shall have been given to Lessee, but whether or not Lessee shall have remedied any such failure within the time provided for in such notice);

(d) the repeated failure (defined for this purpose as at least three (3) such failures within any consecutive twelve (12)-month period) to keep, observe or perform any of the other material covenants or agreements herein contained to be kept, observed or performed by Lessee (provided that notice of such failure shall have been given to Lessee, but whether or not Lessee shall have remedied any such failure within the time provided for in such notice);

(e) commencement by the Lessee, in any court pursuant to any statute of the United States or of any state, territory or government, of an insolvency or bankruptcy proceeding, including, without limitation, a proceeding for liquidation, reorganization or for the readjustment of its indebtedness;

(f) commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against the Lessee, if a judgment or an order for relief is entered against the Lessee (unless such judgment or order is stayed or vacated within sixty (60) days after entry thereof), or if the Lessee fails to secure a discharge of the proceedings within ninety (90) days after the filing thereof;

(g) insolvency of the Lessee;

(h) the making by Lessee of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;

(i) the appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of the Lessee, which is not discharged within sixty (60) days, whether or not judicial proceedings are instituted in connection with such appointment; or

(j) the placement of any lien upon the Premises or any Improvements (excluding liens for taxes which are not delinquent and liens relating to Mortgages made by Lessee pursuant to Section 10.01 above) which is not discharged of record by payment or bond within ninety (90) days, or any levy under any such lien.

11.02 Remedies for Default.

(a) Upon the occurrence of such an event of default beyond any curative period, the Authority may pursue any of the following remedies, or such other remedies as may be available to the Authority at law or in equity:

(i) Authority may terminate this Lease by giving notice thereof to Lessee. In such event, the term of this Lease shall cease as of the date of such notice of termination and any and all right, title and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this Lease had elapsed; or

(ii) Authority may, without terminating this Lease, terminate Lessee's right to possession of the Premises, retake possession of the Premises for its own account, and recover immediately from the Lessee damages calculated as follows:

1) all unpaid rent that had been earned at the time of termination of Lessee's right to possession, together with,

2) the amount by which the unpaid rent earned after the date of termination of Lessee's right to possession of the Premises until the time of award exceeds the amount of the loss of rent that Lessee proves has been or could have reasonably been avoided, together with,

3) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Lessee proves could reasonably be avoided. (For purposes of this subparagraph 3, the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice to its present worth at a rate of interest equal to the rate paid on United States Treasury obligations purchased on the date of award and maturing on the date this Lease would have expired in the absence of Lessee's default.) Upon entry of judgment for such damages, as described above, this Lease shall be deemed to be terminated; or

(iii) Authority may, without terminating this Lease, terminate Lessee's right to possession of the Premises, retake possession of the Premises and re-let the Premises, or any part or parts thereof, for the account of Lessee, for a term which may, at Authority's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease. In such event, Lessee shall pay to Authority any deficiency between the rent herein reserved and the net amount of the rents collected on account of any other lease of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease, provided that the Authority has made a good faith effort to re-let the Premises at a rental rate which it determines to be reasonable under the circumstances. Authority may recover such deficiency from Lessee at the time each payment becomes due under the Lease, or, at Authority's option, upon the expiration of the term of this Lease.

In any event and irrespective of any option exercised, Lessee shall pay upon demand all of the unpaid rent and other payments due from Lessee hereunder prior to date that Lessee terminates the Lease or Lessee's right to possession of the Premises, and all of Authority's costs, charges and expenses, including reasonable Attorneys' Fees and fees of agents and others retained by Authority, incurred in connection with the recovery of sums due under this Lease, or because of the breach of any covenant or agreement of Lessee contained in this Lease or for any other relief against Lessee, and including, with respect to the options set forth in subsections (ii) and (iii) above, all costs and expenses of Authority in connection with the reletting of the Premises, and the costs of all repairs and renovations reasonably necessary in connection with the reletting, including, without limitation, brokerage and reasonable Attorneys' Fees. Even if it has previously elected to proceed under subsection (ii) or (iii) above, Authority may, at any time thereafter, elect to terminate the Lease; provided, however, that no action taken by Authority pursuant to this Section 11.02 shall be deemed to terminate this Lease unless written notice of termination is given by Authority to Lessee.

(b) No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of rent by Authority at any time when Lessee is in default under this Lease shall not

be construed as a waiver of such default or of Authority's right to exercise any remedy arising out of such default, nor shall any waiver or indulgence granted by Authority to Lessee be taken as an estoppel against Authority, it being expressly understood that Authority may at any time thereafter, if such default continues, exercise any such remedy in the manner hereinbefore provided or as otherwise provided by law or in equity.

(c) The rights and remedies given to Authority by this Lease shall not be exclusive, and in addition thereto, Authority shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by Authority shall not impair its standing to exercise any other right or remedy.

11.03 Assignment and Subletting.

(a) Except as otherwise expressly provided in this Section 11.03, Lessee shall not at any time sublet or assign this Lease, in whole or in part, or assign any of its rights or obligations hereunder, without the prior written approval of Authority, which approval shall not be unreasonably withheld. In determining whether to grant or withhold its consent to an assignment or sublease, the Authority may consider such factors as it deems to be pertinent, including, without limitation, the net worth and operating experience of the proposed subtenant or assignee. No sublease or assignment shall release Lessee from any of its obligations under this Lease unless the Authority agrees to such release in writing. Notwithstanding the foregoing, the Authority shall not approve and Lessee shall not lease any portion of the Premises to any entity or individual engaged in any of the following businesses: (i) any business which sells any type of tattoo or other body art; (ii) any business which sells any service related to or conducts body piercing; (iii) any business which performs any type of massage related services, other than a qualified medical facility operated by a licensed physician or beauty salon or day spa that offers therapeutic massages incidental to other beauty-related services; (iv) any business primarily engaged in the selling of beer and liquor (provided, however, this restriction shall not be deemed to prohibit any restaurant from selling alcoholic beverages in conjunction with food sales or as otherwise may be approved in writing by the Executive Director); and (v) any other business not ordinarily or customarily found in a first class shopping center.

(b) For purposes of approving an assignment of this Lease, a proposed assignee containing the following characteristics shall be deemed satisfactory to the Authority:

(i) The proposed assignee is not, and has not previously been, in default under any other agreement between itself and Authority; and

(ii) The proposed assignee, or the entity to be engaged by the proposed assignee to manage the Premises, is experienced in the successful operation of no less than ten (10) shopping centers of equal or greater square footage to the Premises; and

(iii) The proposed assignee and its general partners, if any, are creditworthy and, together, possess a financial net worth of at least fifty (50) times the gross annual rental for the Lease Year during which the assignment of the Lease is requested (as set forth in Section 5.01(b) above).

Provided the Authority has approved the assignment of this Lease pursuant to the terms set forth above and any defaults hereunder have been cured, all payments required hereunder have been made through the effective date of the proposed assignment, and the proposed assignee executes and delivers to the Authority an agreement in recordable form whereby such party assumes, and agrees with Authority to discharge, all obligations of Lessee under this Lease until such time as it has otherwise been relieved of any further obligations hereunder, then Lessee shall be relieved from all further liability or obligations incurred from and after the effective date of the assignment.

(c) For purposes of this Section 11.03, an assignment shall include any transfer of this Lease by merger, consolidation or liquidation, or by operation of law or if Lessee is a corporation (except in the case of a Lessee the stock of which is publicly traded), any change in ownership of or power to vote a majority of the outstanding voting stock of Lessee from the owners of such stock or those controlling the power to vote such stock on the date of this Lease, or if Lessee is a limited or a general partnership, any transfer of an interest in the partnership which results in a change in the control of such partnership. Notwithstanding anything contained herein to the contrary, Lessee shall be entitled to assign its rights, interests, and obligations in and to this Lease, including, but not limited to, its Leasehold Interest, or any portion thereof, to a Weingarten Entity without having to first obtain the Authority's prior written approval. Lessee shall, within thirty (30) days of the execution of any such assignment, send to the Authority a true and correct copy thereof, together with written notice specifying the name and address of such assignee.

(d) Notwithstanding anything contained herein to the contrary, Lessee shall be permitted, without the specific prior written approval of Authority, to enter into any sublease if, but only if:

(i) The term of the sublease, assuming the exercise of any options contained therein, is less than sixty-one (61) months; or

(ii) The sublease is for a space that covers five thousand (5,000) square feet or less within the Premises and is for uses found in neighborhood-family oriented shopping centers (e.g. Colonial Plaza Shopping Center); or

(iii) The subtenant under the sublease is a National Tenant. For purposes of this subsection, "National Tenant" means a proposed subtenant which has at the time of entering into a proposed sublease: (A) in operation at least ten (10) retail stores under the same trade name located anywhere in the United States of America, and (B) a net worth of at least Ten Million Dollars (\$10,000,000.00).

(e) Notwithstanding anything to the contrary set forth herein, any consent or approval of Authority with respect to a sublease which is required pursuant to the terms of this Lease shall be given within fifteen (15) days after Lessee has submitted to Authority a copy of the proposed sublease. If Lessee has not received written notice from Authority of Authority's withholding of consent to the proposed sublease prior to the expiration of said fifteen (15) day period, Authority shall be deemed to have approved such sublease on the terms submitted to Authority by Lessee. In the event the Authority disapproves a proposed sublease submitted by Lessee, the Authority shall state the reasons for such disapproval.

(f) Lessee shall provide Authority with an executed copy of each sublease entered into with respect to the Premises (complete in all respects, with all exhibits attached) within fifteen (15) business days of its execution.

(g) Lessee agrees to reimburse the Authority for its Attorneys' Fees and costs actually incurred in determining whether to give its consent to any proposed sublease or assignment, whether or not such consent is given, and the negotiation and preparation of any documents with respect to such sublease or assignment.

(h) In the event of a proceeding involving Lessee under the Bankruptcy Code, 11 U.S.C. Section 101 et seq., if this Lease is assumed by Lessee or its trustee in bankruptcy (after Lessee or such trustee has cured all existing defaults and given adequate assurance of future performance), then this Lease may not be assigned by Lessee or such trustee to a third party, unless such party: (i) has been approved by Authority, (ii) executes and delivers to Authority an agreement in recordable form whereby such party assumes and agrees with Authority to assume and discharge all obligations of Lessee under this Lease; and (iii) has a net worth and operating experience reasonably acceptable to the Authority.

(i) Any assignment or sublease which is not in strict compliance with the terms and conditions of this Section 11.03 shall be void ab initio and shall be of no force or effect whatsoever.

(j) The Authority agrees that, upon the request of Lessee, the Authority and the City shall execute and deliver to a subtenant a Fee Owner's Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto as Exhibit "G" and made a part hereof (hereinafter a "Fee Owner's Subordination, Non-Disturbance and Attornment Agreement"), provided that the Authority has approved the sublease to such subtenant. Without waiving any rights granted to Lessee under Section 11.03(d) above, with respect to any sublease which Lessee is permitted to make without the approval of the Authority pursuant to Section 11.03(d) above, prior to or following execution of such sublease, Lessee shall have the right to submit such sublease to the Authority for purposes of requesting a Fee Owner's Subordination, Non-Disturbance and Attornment Agreement on behalf of the subtenant thereunder. The Authority agrees to consider, but shall not be obligated to grant, such request.

(k) Provided Lessee is not in default under the terms of this Lease, any subtenant of Lessee for any portion of the Premises or the Improvements located thereon, shall have the right to freely sub-sublease or assign its interest in any sublease without having to obtain the Authority's prior written approval, provided that such sub-sublease and/or assignment of sublease is in compliance with and pursuant to the terms of the sublease and the use thereof is not in violation of the terms of this Lease. As a condition to granting the rights set forth in this Section 11.03(k), following execution of any sublease, Lessee agrees that Lessee will not amend or modify the assignment and sublease provisions of such sublease without first obtaining the Authority's written consent.

11.04 Landlord's Lien. It is expressly agreed that in the event of a monetary default by Lessee hereunder, Authority shall have a lien upon all goods, chattels, personal property and equipment of any

description belonging to Lessee which are located on, or become part of the Premises or any Improvements, as security for the rent and other payments due and to become due for the remainder of the term of this Lease. Lessee shall not remove or permit the removal of any of such property until all defaults under this Lease have been cured. Notwithstanding anything contained herein to the contrary, the Authority hereby acknowledges and agrees that the Authority shall not have a lien upon any goods, inventory, chattels, personal property, Trade Fixtures and equipment of any description belonging to any subtenant of Lessee which are located on or are brought onto the Premises (hereinafter collectively referred to as the "Subtenant's Personal Property") and the Authority hereby waives its statutory landlord's lien given by law to the Subtenant's Personal Property.

11.05 Additional Reserved Rights of Authority. Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that Authority shall use reasonable efforts to preserve Lessee's rights hereunder, Authority shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions; provided further, however, none of the foregoing shall be performed within the Premises or be permitted to interfere unreasonably with access to the Premises.

ARTICLE XII

REQUIRED PROVISIONS

12.01 Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Premises as of the Effective Date, and to maintain, repair and replace any existing water, sewer, electrical, telephone, gas, drainage and other lines under or through such easements, provided that in the exercise of such rights, Lessee's use of the Premises and any Improvements shall not be unreasonably interrupted or impaired, the work shall be completed with diligence and with minimum disruption to Lessee's or any of Lessee's subtenant's business activities from the Premises or the right, benefits and privileges of Lessee under and by virtue of this Lease, and any damage to the Premises or any Improvements caused by the Authority as a result thereof shall be repaired without cost to Lessee.

12.02 Discrimination Not Permitted.

(a) Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, any Improvements or the Airport under the provisions of this Lease; (ii) that in the construction of any Improvements on, over or under the Premises and the furnishing of services thereon, no Person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Lessee shall use the Premises and the Improvements in compliance with all other requirements imposed pursuant to Title 49, Code of Federal

Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Acts of 1964, as the same may be amended. Likewise, Lessee shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Lessee authorize another Person to provide services or benefits upon the Premises or the Improvements, Lessee shall obtain from such Person a written agreement pursuant to which such Person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection.

(b) In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Premises and the Improvements, and hold the same as if this Lease had never been made or issued. The right granted to Authority by the foregoing sentence shall not be effective until all applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

(c) Further, Lessee assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-Discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Lessee also assures the Authority that it will require its covered suborganizations to provide written assurances to the same effect.

(d) Lessee further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Lessee also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Lessee's operations at the Premises.

(e) Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Lessee agrees that it will adopt such requirements as part of this Lease, but only if and the extent any such additional or amended provisions do not deprive Lessee of any of the rights, benefits or privileges expressly granted to Lessee by this Lease.

(f) Notwithstanding the foregoing, this Lease shall not be construed to require Lessee to obtain competitive bids for the construction or renovations to the Improvements, or any portion thereof.

12.03 Federal Aviation Administration Requirements.

(a) Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Premises, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

(b) Lessee expressly agrees, on behalf of itself and its successors and assigns:

(i) to restrict the height of structures, vegetation and other Improvements on the Premises in compliance with the requirements of Federal Aviation Regulations, 14 C.F.R Part 77;

(ii) to prevent any use of the Premises and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport; and

(iii) that to the extent it has any rights under this Lease to conduct any aeronautical activity on the Airport, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, such rights are nonexclusive and Authority has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Lease.

ARTICLE XIII

GENERAL PROVISIONS

13.01 Notice. Any notice permitted or required to be given under the terms of this Lease shall be in writing, addressed to the party to whom it is directed, and sent either (1) by certified or registered mail, postage prepaid, return receipt requested or (2) by hand delivery, including delivery by any recognized overnight courier service, provided that there is a written record of the date of delivery, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with this Section:

To Authority: Executive Director
GREATER ORLANDO AVIATION AUTHORITY
One Airport Boulevard
Orlando International Airport
Orlando, Florida 32827-4399

To Lessee: Weingarten Herndon Plaza, JV
c/o Weingarten Realty Investors
2600 Citadel Plaza Drive
Houston, Texas 77008

13.02 Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Lessee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefor or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

13.03 This paragraph has been intentionally omitted.

13.04 Authority Access to Premises. Lessee grants Authority and its authorized agents full and free access to the Premises and all Improvements located thereon at all reasonable times during normal business hours (on at least twenty-four (24) hours' prior notice - provided such entrance does not unreasonably interfere with the use and operation of the Premises by Lessee or its subtenants, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and shall permit them to enter any building or structure on the Premises at any time in the event of an emergency. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport, but not within the Premises.

13.05 City as Authority's Successor. The Authority presently operates the Airport under the Operation and Use Agreement with the City, which provides that on its termination for any reason, responsibility for operating the Airport would revert to the City. Authority and the Lessee agree that on the termination for any reason of the Operation and Use Agreement between the City and Authority: (i) the City shall be deemed to be the lessor hereunder, and (ii) all references contained herein to "Authority" shall be deemed to refer to the City.

13.06 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Lessee or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Lessee other than the relationship of landlord and tenant.

13.07 Miscellaneous Provisions.

(a) The section headings contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Lease.

(b) Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(c) Time is expressed to be of the essence of this Lease.

(d) In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceedings or bankruptcy proceedings), the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorneys' Fees incurred in connection therewith.

(e) This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(f) Lessee represents and warrants to Authority that, to the best of its knowledge, except as may be disclosed in an addendum hereto, no member, officer, employee or agent of Authority has any interest, either directly or indirectly, in the activities or business of Lessee to be conducted hereunder. Notwithstanding the aforementioned, the Authority hereby acknowledges that WRI is a joint venture partner in Lessee. Furthermore, the Authority acknowledges that interests in WRI are publicly traded. Accordingly, a member, officer, employee or agent of the Authority may own, either directly or indirectly, an interest in WRI.

(g) This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

(h) Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

(i) Lessee and the Authority represent and warrant to one another that no real estate broker has been involved in this transaction. Lessee shall indemnify the Authority against any claim of any broker claiming by, through or under Lessee. The Authority shall indemnify Lessee against any claim of any broker claiming by, through or under the Authority.

(j) At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Lessee as may reasonably be requested.

(k) Simultaneously with the execution of this Lease, the parties hereto shall promptly execute a short form or memorandum of this Lease, in form attached hereto as Exhibit "H" and made a part hereof which shall be recorded in the Public Records of Orange County, Florida.

13.08 Fire Protection System. Lessee shall, at its own cost and expense, maintain in good working order in each building on the Premises where the same is required by applicable fire and safety standards a first-class fire protection system, which Lessee shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

13.09 Airport Security. Lessee shall have no access to the Air Operations Area of the Airport. Lessee shall comply with all applicable regulations of the FAA relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Premises) and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to the Air Operations Area of the Airport. Any fines or other penalties incurred by the Authority as a result of Lessee's breach of this Section 13.09 shall be included in the indemnification provided to Authority pursuant to Section 7.03 hereof.

13.10 Compliance with Storm water Regulations. Lessee agrees to comply with any and all municipal, county, state and federal laws, ordinances and regulations with respect to all stormwater drainage, retention and detention on the Premises.

13.11 Subordination.

(a) This Lease shall be subject to: (i) all restrictions of record as reflected in the Public Records of Orange County, Florida, on the Effective Date affecting the Premises; (ii) all federal, state, county and city laws and regulations affecting the Premises and the use thereof; and (iii) all other restrictions of record affecting the Airport and the use thereof (to the extent applicable to the Premises), and the provisions of any and all existing agreements between the Authority and the City, and those between the Authority or the City and the United States of America, the State of Florida or their agencies (provided, as to 13.11(a)(iii) only, any such restrictions or agreements do not prevent the entirety of the Premises from being used for the Permitted Use as provided in this Lease). This Lease shall also be subject to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof; provided any such future agreements will not prevent the entirety of the Premises from being used for the Permitted Use as provided in this Lease. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

(b) In the event the Federal Aviation Administration or its successors ("FAA") require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvements of the Airport, the Lessee hereby consents to any and all such modifications and changes as may be reasonably required; provided, however, that in no event will Lessee be required, pursuant to this Section, to accept an increase in the rent provided for hereunder, a reduction in the term hereof, a reduction in the size of the Premises or a change in the Permitted Use of the Premises.

13.12 Public Entity Crimes Law. The Lessee acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

13.13 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, Any present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Orange County public health unit.

13.14 Hazardous Materials.

(a) Lessee shall comply with all applicable federal, state and local statutes, laws, ordinances, regulations, rules, and judicial and administrative orders, and all Authority rules, regulations and requirements pertaining to the protection of the environment, including but not limited to those regulating the use, storage, handling and disposal of Hazardous Substances. Attached hereto as Exhibit "I" is a list of all Hazardous Substances which Lessee is authorized to use, store and handle at the Premises. Neither Lessee nor any person on Lessee's behalf shall use, store or handle any Hazardous Substances at the Premises not listed on Exhibit "I" hereto without the prior written consent of the Executive Director. Lessee is not authorized to dispose of an Hazardous Substances at the Premises. Provided, however, the Lessee shall be permitted to use, store or handle (but not dispose of) small quantities petroleum products, cleaning solvents, office supplies or other substances routinely used in the type of business conducted by Lessee at the Premises without such prior written consent.

(b) For purposes hereof, "Hazardous Substances" means any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under federal, state, or local statute, law, ordinance, regulation, rule or judicial or administrative order with respect to environmental conditions, health, or safety including, without limitation asbestos or petroleum products.

(c) Lessee shall at all times during the term of this Lease comply with the provisions of the Authority's Hazardous Materials Policy, as it may be amended from time to time. The parties hereto acknowledge that a copy of the Authority's Hazardous Materials Policy has been delivered to Lessee.

13.15 American With Disabilities Act. Lessee shall at its sole cost and expense comply with any requirements of the American with Disabilities Act and any other governmental requirements addressing the needs of the disabled.

13.16 Quiet Enjoyment. Authority agrees that, subject to Lessee's performance of the terms and conditions of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises in accordance with the terms and conditions of this Lease.

13.17 Title to Premises. Authority hereby represents and warrants that the City is the owner in fee simple of the Premises and that the Operation and Use Agreement is in full force and effect in accordance with its terms. Furthermore, the Authority hereby represent and warrants that, to the best of its knowledge, no event of default exists under the terms of the Operating and Use Agreement and that no event has occurred with the passage of time or the giving of notice, or both, shall constitute an event of default under

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the terms of the Operating and Use Agreement.

13.18 Amendment and Restatement of Prior Leases. It is the intent of the parties hereto that this Lease shall amend, reinstate and supersede, in its entirety, the Existing Lease Agreement from and after the Effective Date of this Lease (including, but not limited to, all of the leases and agreements and amendments thereto which are referred to of Paragraph 30 of the Existing Lease Agreement); provided, however, (a) the substitution of this Lease for the Existing Lease Agreement shall not affect the Authority's rights to collect any sums owed to it by lessee thereunder, at or accrued as of, the Effective Date of this Lease, (b) the substitution of this Lease for the Existing Lease Agreement shall not affect the Authority's rights to be indemnified by lessee as provided thereunder for claims arising out of acts or omissions occurring prior to the Effective Date, and (c) ownership of the Improvements on the Premises shall not thereupon be transferred to Authority solely by virtue of the substitution of this Lease for the Existing Lease Agreement. Furthermore, the Authority hereby represent and warrants that, to the best of its knowledge, no event of default exists under the terms of the Existing Lease Agreement and that no event has occurred with the passage of time or the giving of notice, or both, shall constitute an event of default under the terms of the Existing Lease Agreement. Notwithstanding the aforementioned, any operational issues relating to any subleases which are in existence as of the Effective Date (i.e. the use, such subtenant's right to assign or sublease, and the sublessee's right to renovate, repair or alter its space) shall continue to be governed by the relevant or applicable terms of the Existing Lease Agreement; it being the intent of the parties hereto that Lessee shall not be required to amend such existing subleases in order to comply with any new or different provisions that may be contained in this Lease.

13.19 Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Base Rent under this Lease shall not abate, and Lessee shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Lessee to pay Annual Base Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Lessee to procure funds or obtain financing necessary to comply with Lessee's obligations under this Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have caused this Lease to be executed in their names and their seals to be affixed hereto as of the day and year first above written.

AUTHORITY:

GREATER ORLANDO AVIATION AUTHORITY

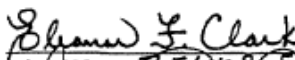
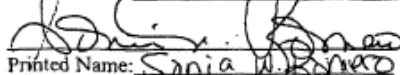
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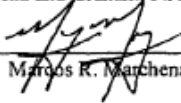
By: 
Printed Name: DAYCI BURNETTE-SNYDER
Title: ASSISTANT SECRETARY

By: 
Printed Name: Steve Gardner
Title: Interim Executive Director

Witness as to Authority

Approved as to form and legality this 16 day of MARCH, 2008
for the use and reliance of the Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A.


Printed Name: ELEANOR F. CLARK

Printed Name: Sonia A. Romero


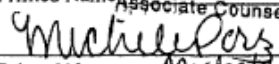
By: 
Marcos R. Marchena, Esq.,

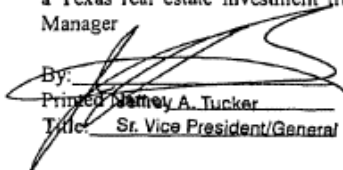
Witnesses as to Lessee

LESSEE:

WEINGARTEN HERNDON PLAZA JV, a Delaware
Joint Venture

By: WEINGARTEN REALTY INVESTORS,
a Texas real estate investment trust, as
Manager


Printed Name: Robert D. Shaklovitz
Associate Counsel

Printed Name: Michelle Perez

By: 
Printed Name: Jamey A. Tucker
Title: Sr. Vice President/General Counsel

RDS
Legal


CERTIFICATE OF EFFECTIVE DATE

The Authority and Lessee hereby acknowledge and agree that the Effective Date of this Lease
pursuant to the terms of Section 1.09 hereof is JANUARY 1, 2006.


Authority
Initials


Lessee
Initials

LIST OF EXHIBITS

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EXHIBIT "A"

Consent, Non-Disturbance and Attornment Agreement

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by **CITY OF ORLANDO**, a municipal corporation ("City"), and in its capacity as owner of fee simple title to the Premises described in the foregoing Orlando Executive Airport Amended and Restated Lease Agreement (the "Lease") between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority") and **WEINGARTEN HERNDON PLAZA JV**, a Delaware joint venture, its successors and assigns (collectively, "Lessee"), City hereby covenants and agrees as follows:

1. **Definitions.** Unless otherwise defined in this Consent, Non-Disturbance and Attornment Agreement (this "Consent"), capitalized terms used in this Consent shall have the meanings ascribed to them by the Lease.

2. **Consent.** City acknowledges and agrees that substantial benefit will be derived by City and its residents by virtue of the execution and delivery of the Lease by Authority and the execution and delivery of this Consent by City. City hereby approves the Lease and consents to the execution of Lease by Authority and delivery of the executed Lease to Lessee. At the request of Authority or Lessee, City shall promptly execute and deliver a short form of the Lease and this Consent, in form reasonably acceptable to the requesting party and City, which may be recorded in the public records of Orange County, Florida

3. **Non-Disturbance.** Provided that Lessee does not default beyond the applicable grace period in the performance of Lessee's obligations under the Lease, City shall not disturb the use, occupancy and possession of the Premises by Lessee pursuant to the Lease. This non-disturbance agreement by City shall continue in effect throughout the initial term and each renewal term of the Lease without regard to the existence or status of the Operation and Use Agreement.

4. **Attornment.** If the Operation and Use Agreement expires or is terminated early for any reason, including but not limited to a default by either Authority or City under the Operation and Use Agreement, the Lease shall automatically continue in full force and effect as a direct lease between City, as lessor, and Lessee, as tenant, for the remainder of the Lease term, as may be renewed. Commencing upon Lessee's receipt of written notice from City of the expiration or early termination of the Operation and Use Agreement, Lessee shall tender all future performance under the Lease directly to City. The expiration or termination of the Operation and Use Agreement for any reason whatsoever, including but not limited to a default by either Authority or City, shall not cause a termination of the Lease and the Lease shall continue in full force and effect, and shall bind City and Lessee, in accordance with its terms. If the Lease becomes a direct lease between City and Lessee pursuant to this provision, City agrees that Lessee shall receive credit

for all rent and other payments delivered to Authority by Lessee prior to Lessee's receipt of the above-mentioned demand from City.

5. **Options.** Provided that Lessee does not default beyond the applicable grace period in the performance of Lessee's obligations under the Lease, City agrees to honor Lessee's options to renew the Lease in accordance with Section 4.02 of the Lease for up to a total term of fifty (50) years. City's agreement to honor Lessee's options to renew shall bind City without regard to the existence or status of the Operation and Use Agreement, and even if the Operation and Use Agreement expires or is terminated during the initial lease term or any renewal lease term.

6. **Status.** City certifies effective as of the date of execution of this Consent by City, that City owns all right, title and interest of the landlord under the Operation and Use Agreement, that the Operation and Use Agreement remains in full force and effect, and that the Operation and Use Agreement is in good standing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

CITY:

CITY OF ORLANDO

ATTEST:

Printed Name _____
Title _____

By: _____
_____, Mayor

WITNESSES AS TO CITY:

Signature
Printed Name _____

Signature
Printed Name _____

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EXHIBIT "B"

Premises

TRACT "A"

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East run South 00 degrees 33 minutes 56 seconds East along the Westerly line of said Section 29, a distance of 250 feet to a POINT OF BEGINNING; continue thence South 00 degrees 33 minutes 56 seconds East along said Westerly line of Section 29 a distance of 227.37 feet, to a point on the Northeasterly line of the approach zone to runway 13-31 as shown on the Master Plan of Herndon Municipal Airport; thence South 43 degrees 27 minutes 41 seconds East along said Northeasterly line of said approach zone a distance of 133.35 feet; thence South 01 degrees 32 minutes 19 seconds West, a distance of 50.00 feet; thence South 43 degrees 27 minutes 41 seconds East, a distance of 277.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 113.00 feet; thence North 43 degrees 56 minutes 19 seconds East, a distance of 43.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 943.86 feet; thence North 00 degrees 45 minutes 06 seconds West a distance of 475.07 feet; thence South 89 degrees 46 minutes 09 seconds West a distance of 26.97 feet; thence North 00 degrees 28 minutes 31 seconds West, a distance of 274.49 feet to a point on the Southerly right of way line of State Road #50; thence South 88 degrees 56 minutes 19 seconds West along said Southerly right of way line of State Road #50, a distance of 1286.40 feet; thence South 00 degrees 33 minutes 56 seconds East, a distance of 200 feet; thence South 88 degrees 56 minutes 19 seconds West a distance of 50 feet to the POINT OF BEGINNING.

TOGETHER WITH:

TRACT "B"

The West 50 feet of the South 200 feet of the North 250 feet, Section 29, Township 22 South, Range 30 East, Orange County, Florida. Said lands also described as follows:

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East, run South 00 degrees 33 minutes 56 seconds East along the Westerly line of said Section 29, a distance of 50 feet to a POINT OF BEGINNING; continue thence South 00 degrees 33 minutes 56 seconds East, along said Westerly line of Section 29 a distance of 200.00 feet; thence North 88 degrees 56 minutes 19 seconds East, 50.00 feet; thence North 00 degrees 33 minutes 56 seconds West, 200.00 feet to a point on the Southerly right of way line of State Road #50; thence South 88 degrees 56 minutes 19 seconds West a distance of 50 feet to the POINT OF BEGINNING.

Tracts "A" and "B" contain 22.52 acres more or less.

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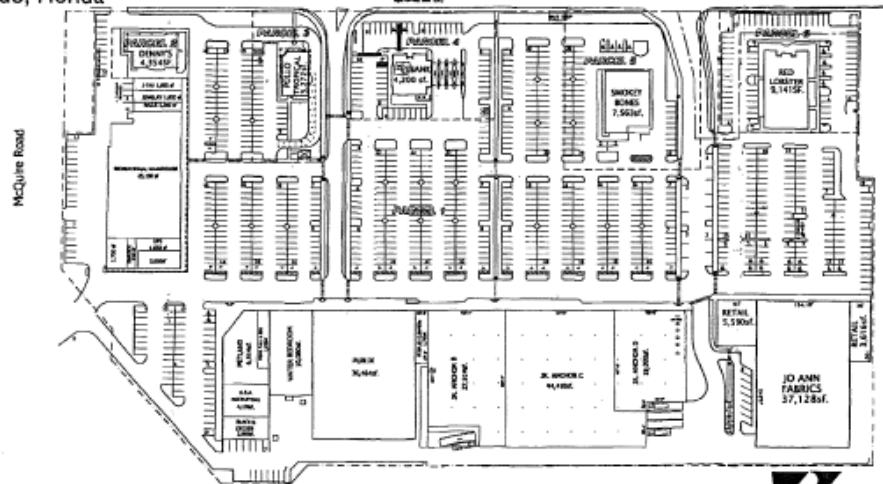
EXHIBIT "C"

Site Plan

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49

Colonial Boulevard and McQuire
Orlando, Florida

STATE ROAD NO. 50
Beverly Hills, Calif.

WEINGARTEN REALTY INVESTORS

Scale: 1"=50'
Rev.: 11/10/05

Hern

Land Area: 981,026 sq./ 22.52 Acres
Building Area: 265,830 sq.
Parking: 1,021 Spaces @ 3.87 /1000sq.

EXHIBIT "D"

FORM OF SURETY PERFORMANCE BOND
PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter referred to as Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Greater Orlando Aviation Authority as Obligor, hereinafter referred to as Lessor, in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has leased from Lessor real property at the Orlando Executive Airport, in accordance with that certain Amended and Restated Lease Agreement, dated _____, 2005, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

WHEREAS, Principal has by written agreement dated _____, entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by _____, dated _____, which were approved by Lessor, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

WHEREAS, under the terms of the Lease, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Lease, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal and the Contractor or such replacement contractors as Principal may employ; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal, by and through Contractor or such replacement contractors as Principal may employ:

Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the provisions of Section 3.02 of the Lease, in the time and manner prescribed therein (provided, however, Surety's obligations under the Lease shall pertain only to the provisions of Section 3.02 of the Lease, and Surety shall not be bound to perform any other obligations of

Lessee under the Lease including, without limitation, payment of rent, taxes, insurance or other sums payable by Lessee and/or performance of any maintenance, repair or operational obligations under the Lease),

Pays Lessor all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal or the Contractor, expenses, costs and attorneys' fees, including those incurred in appellate proceedings, that Lessor sustains resulting directly or indirectly from failure of the Principal or the Contractor to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal or the Contractor under the provisions of Section 3.02 of the Lease in connection therewith, and

Pays Lessor all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Lessor sustains resulting directly or indirectly from conduct of the Principal or the Contractor, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal or the Contractor, their officers, agents, employees or any other person or entity for whom the Principal or the Contractor are responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal, individually or by and through the Contractor or such replacement contractors as Principal may employ, shall fail to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of Section 3.02 of the Lease during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Lessor for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Lessor harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Lessor's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or the Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Lessor or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to a statute of limitations of four (4) years for claims arising out of the actual construction of improvements and five (5) years for all other claims arising out of this written contract, as set forth in Section 95.11, Florida Statutes.

Any changes in or under the Lease or the Contract and compliance or noncompliance with any formalities connected with the Lease or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered
in the presence of:

Print Name: _____

"PRINCIPAL"

Print Name: _____

By: _____
Name: _____
Title: _____

(SEAL)

Print Name: _____

"SURETY"

Print Name: _____

By: _____
Name: _____
Title: _____

(SEAL)

(Countersigned by Florida
Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT "E"

FORM OF SURETY PAYMENT BOND
PAYMENT BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that _____
_____, hereinafter referred to as Principal, and _____
_____, a corporation organized under the laws of the State of _____ and
licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound
unto the Greater Orlando Aviation Authority, as Obligor, hereinafter referred to as Lessor, in the Penal Sum
of _____ DOLLARS (\$ _____), for the payment of which sum well and
truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has leased from Lessor real property at Orlando Executive Airport, in
accordance with that certain Amended and Restated Lease Agreement dated _____, 2005, which is
incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease, and

WHEREAS, Principal has by written agreement dated _____, entered into a contract,
hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the
construction of improvements to the above-described real property; and

WHEREAS, under the terms of the Lease, Principal is required to indemnify and hold harmless
Lessor from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(16),
Florida Statutes, for improvements to the above-described real property, and is also required to provide a
bond protecting the rights of such claimants to payment for services, labor, materials or supplies used
directly or indirectly in the prosecution of the improvements to the above-described real property; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make
payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying
Principal and/or Contractor with services, labor, materials, or supplies, used directly or indirectly by
Principal and/or Contractor in the prosecution of the improvements to the above-described real property as
provided for in Section 3.02 of the Lease and in the Contract, then this obligation shall be void; otherwise, it
shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05,
Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in
real property owned by Lessor or the Principal from liens, and complying with the requirements of Section
713.23, Florida Statutes, to the extent applicable. It is a specific condition of this bond that a claimant's right

of action on the bond is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

2. Therefore, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received payment for his services, labor, materials or supplies shall, within ninety (90) days after performance of the services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or Contract entered into by Lessor, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Lessor to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Lessor, Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

Any changes in or under the Lease or Contract and compliance or noncompliance with any formalities connected with the Lease or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of :

_____	"PRINCIPAL"
Print Name: _____	
_____	By: _____
Print Name: _____	Name: _____
	Title: _____
(SEAL)	

_____	"SURETY"
Print Name: _____	
_____	By: _____
Print Name: _____	Name: _____
	Title: _____
(SEAL)	

(Countersigned by Florida
Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached. Surety shall execute and attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

EXHIBIT "F"

Maintenance Standards

The Premises and the Improvements shall be maintained to class "A" standards associated within the shopping center community in the Orlando marketplace, including, but not limited to, the following:

1. Monthly on-site inspections of the Premises and the Improvements by the designated Property Manager;
2. Using qualified and insured contractors, supervise:
 - Parking lot sweeping not less than three (3) times per week, consistent with the Premises' needs;
 - Maintenance or porter service on a regular basis, including trash removal, common area cleaning, pressure washing;
 - Weekly landscaping services, as required during the year, including recurring services, plus additional detail work;
 - Annuals (flowers) will be planted quarterly, the irrigation system will be checked monthly and tree trimming will occur annually;
 - Monthly pest control for building exteriors;
 - All Common Area lighting on a quarterly basis; make repairs to all lighting fixtures (poles, undercanopy lighting, security lights, pylons) following inspection; and
 - All other necessary services which may be required to maintain the Premises;
3. Perform or cause to be performed the following:
 - Paint the Shopping Center every three (3) to five (5) years;
 - Routinely repair, as needed, parking lot surface or overlay as necessary; and
 - Monitor roof with preventative maintenance program on an annual basis; budget accordingly for major replacements.

EXHIBIT "G"

Fee Owner's Subordination, Non-Disturbance and Attornment Agreement - GOAA

Prepared By and
When Recorded Return To:

**FEE OWNER'S SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS FEE OWNER'S SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body existing under and by virtue of the laws of the State of Florida (the "Authority"), and _____ (the "Sublessee").

WITNESSETH:

WHEREAS, pursuant to an Operation and Use Agreement dated September 27, 1976, with the City of Orlando, City Document No. 13260-1, as amended (collectively, the "Operation and Use Agreement"), the Authority controls, operates and maintains an airport in Orange County, Florida known as Orlando Executive Airport (the "Airport"); and

WHEREAS, Authority, as lessor, and Weingarten Herndon Plaza JV, a Delaware joint venture (the "Lessee"), as lessee, entered into that certain Amended and Restated Lease Agreement dated _____, 2005 (the "Primary Lease"), under which Lessee leased certain land located at the Airport from Authority, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Premises") for the purpose of operating a shopping center and attendant facilities on the Premises; and

WHEREAS, the initial term of the Primary Lease expires on August 31, 2035, with two (2) renewal options for ten (10) years each; and

WHEREAS, Lessee and Sublessee have, with the consent of Authority, entered into a Sublease Agreement dated _____ (the "Sublease") for a _____ square foot portion of the Premises as more particularly described in the Sublease (the "Subleased Premises"), a copy of which has been

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provided to the Authority by Lessee; and

WHEREAS, Lessee and Sublessee have requested the Authority to enter into an agreement not to disturb Sublessee in its possession of the Subleased Premises as a result of a default by Lessee under the Primary Lease or as a result of a termination of the Primary Lease.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

1. Consent. The Authority hereby consents to the Sublease.
2. Subordination. Subject to the terms of this Agreement, Sublessee's interest in the Sublease and all rights of Sublessee thereunder, including, but not limited to, any right to extend the term, shall be and hereby are declared to be subject to and subordinate to the Primary Lease and the rights of the Authority thereunder. The term Primary Lease, as used herein, shall include any and all amendments, supplements, modifications, extensions and replacements thereof from time to time.
3. Non-Disturbance. The Authority covenants and agrees, that in the event the Primary Lease shall terminate for any reason or in the event Lessee's right to possession of the Premises shall terminate for any reason (including, but not limited to, voluntarily, by operation of law or by reason of a default thereunder by either party thereto or otherwise) before the expiration of the term of the Sublease (including all available renewals thereof; provided such expiration date of the Sublease is prior to the expiration date of the Primary Lease, as the same may be extended pursuant to the terms thereof) the Authority covenants and agrees with Sublessee that, so long as Sublessee is not in default under the terms of the Sublease beyond any applicable notice and cure period, then:
 - a. The Authority, and anyone claiming by, through or under the Authority shall not, in the exercise of any rights arising out of the Primary Lease or at law: (i) terminate, disturb, diminish or in any way adversely affect the Sublease, Sublessee's rights as to the Subleased Premises under the Sublease; or (ii) interfere with, in any manner, Sublessee's use, possession or enjoyment of the Subleased Premises or of the rights, privileges and easements of Sublessee under the Sublease, for the term remaining under the Sublease (including all available renewals and extensions thereof), by reason of the termination of the Primary Lease or any other action or proceeding taken by the Authority with respect to Lessee's interest in the Premises, and the Sublease shall continue as a direct lease between the Authority and Sublessee without the necessity of executing a new sublease or other instrument.
 - b. The Authority will not name or join Sublessee as a party or otherwise in any action for eviction of Lessee or to terminate the Primary Lease.
4. Attornment. Sublessee covenants and agrees that upon the termination of the Primary Lease for any reason or upon the termination of Lessee's right to possession of the Premises under the Primary Lease for

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any reason prior to the expiration date of the Sublease (including all available renewals; provided such expiration date of the Sublease is prior to the expiration date of the Primary Lease, as the same may be extended pursuant to the terms thereof), and upon written request from the Authority, Sublessee shall attorn to and recognize the Authority or the Authority's successors and assigns, as its landlord under the Sublease for the balance then remaining of the term of the Sublease including any extensions, subject to all of the terms of the Sublease, and any amendments thereto. Following receipt of written notice from the Authority, that Lessee's right to possession under the Primary Lease has been terminated, and demanding payment be made directly by Sublessee to the Authority, Sublessee covenants and agrees as a condition of the execution of this Agreement by the Authority, to comply with all of the terms of the Sublease, including the payment directly to the Authority of all sums due in accordance with the terms of the Sublease, and agrees to be bound directly to the Authority pursuant to the terms of the Sublease.

5. Sublease Terms Following the Termination of the Primary Lease. Following the termination of the Primary Lease or the termination or Lessee's right to possession of the Premises, prior to the expiration of the Sublease, the Sublease term shall remain in full force and effect for the balance of the Sublease term and any renewals thereof; provided, further, in no event shall the Authority be:

- a. liable for any act or omission of any prior landlord (including Lessee) prior to the time the Authority takes possession of the Premises, except to the extent that such act or omission is of a continuing nature, such as, for example only, a repair obligation; or
- b. bound by any payment of rent or additional rent made by Sublessee to the Lessee for more than one month in advance; or
- c. bound by any amendment, modification, renewal, or extension of the Sublease without the written consent of the Authority; or
- d. subject to any offsets or defenses which Sublessee might have against any prior landlord (including Lessee), except to the extent that the Authority has received the benefit of the act of the Tenant giving rise to the right of off-set, such as, for example, relief of an obligation that would otherwise have been paid by the Authority as landlord; or
- e. bound by any security deposit not actually delivered to the Authority.

6. Nothing contained in this Agreement shall be deemed to reduce or abrogate any rights of Sublessee to cure any default of the Lessee under the Sublease in accordance with and subject to the provisions of the Sublease and/or to deduct from rental such amounts which Sublessee may be entitled to so deduct under the provisions of the Sublease.

7. Notices. Any notice permitted or required to be given under the terms of this Agreement shall be in writing, addressed to the party to whom it is directed, and sent either (1) by certified or registered mail, postage prepaid, return receipt requested or (2) by hand delivery, including delivery by any recognized

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overnight courier service, provided that there is a written record of the date of delivery, to the address shown below or to such other address as either party may from time to time designate by written notice in accordance with this Section:

If to Sublessee:

Attn: _____

If to the Authority:

Executive Director
GREATER ORLANDO AVIATION AUTHORITY
One Airport Boulevard
Orlando International Airport
Orlando, Florida 32827-4399

8. Rights to Sublessor. The Authority agrees that the exercise by Sublessee of any of the rights, remedies and options contained in the Sublease shall not constitute a default under the Primary Lease.

9. Provisions to be Self-Operative. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto; provided, however, that at such time as the Primary Lease may terminate or the Authority may otherwise succeed to Lessee's interest under the Sublease, Sublessee agrees to execute and deliver to the Authority such other instrument(s) as may from time to time reasonably be requested to confirm the same, and the Authority agrees to do likewise.

10. Modification to Agreement. This Agreement may not be modified other than by an agreement in writing signed by the parties hereto or by their respective successors in interest.

11. Enforcement of this Agreement. All rights of the Authority and Sublessee herein may be enforced by direct action of one against the other or by and between their respective successors and assigns, without any need to join Lessee or its successors and assigns.

12. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, personal representative, successors and assigns.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF the Parties have executed this Agreement on the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

ATTEST: _____
Secretary

By: _____
_____, Executive Director

Date: _____

APPROVED AS TO FORM AND LEGALITY

On the ____ day of _____
for the use and reliance of the
Greater Orlando Aviation Authority, only.
Marchena and Graham, P.A.
Counsel

By: _____
Marcos R. Marchena

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, by
_____, who is the Executive Director of the GREATER ORLANDO AVIATION
AUTHORITY and _____ who is the Secretary of the GREATER ORLANDO
AVIATION AUTHORITY, _____ who are personally known to me or produced
_____ as identification.

[SEAL]

Notary Public
Printed Name: _____
Commission Expires: _____

(sub-lessee)

Printed Name _____

By: _____

Name: _____

Title: _____

Date: _____

Printed Name _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, by _____, who is the _____ of the _____ and who is personally known to me or produced _____ as identification.

[SEAL]

Notary Public _____

Printed Name: _____

Commission Expires: _____

CONSENT OF CITY

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by the **CITY OF ORLANDO**, a municipal corporation (the "City"), and in its capacity as owner of fee simple title to the Premises between the Authority and Sublessee, the City hereby joins into and consents to the Agreement, and hereby agrees that in the event the Operation and Use Agreement expires or is terminated for any reason, including, but not limited to a default by either the Authority or the City under the Operation and Use Agreement, the Sublease and this Agreement shall automatically continue in full force and effect as a direct agreement between the City and the Sublessee for the remainder of the term of the Sublease (including all available renewals thereof), and the City hereby agrees to honor the Authority's rights and obligations under the Sublease and this Agreement from and after the date of termination or expiration of the Operation and Use Agreement.

All terms not defined herein shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Consent of City.

CITY:

CITY OF ORLANDO

ATTEST:

Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

WITNESSES AS TO CITY:

Signature
Printed Name: _____

Date: _____

Signature
Printed Name: _____

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) SS:

)

_____ by _____ and _____, as the _____ and the _____, respectively, of the CITY OF ORLANDO, a municipal corporation. They are personally known to me.

Printed Name: _____
Title: Notary Public

65

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

TRACT "A"

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East run South 00 degrees 33 minutes 56 seconds East along the Westerly line of said Section 29, a distance of 250 feet to a POINT OF BEGINNING; continue thence South 00 degrees 33 minutes 56 seconds East along said Westerly line of Section 29 a distance of 227.37 feet, to a point on the Northeasterly line of the approach zone to runway 13-31 as shown on the Master Plan of Herndon Municipal Airport; thence South 43 degrees 27 minutes 41 seconds East along said Northeasterly line of said approach zone a distance of 133.35 feet; thence South 01 degrees 32 minutes 19 seconds West, a distance of 50.00 feet; thence South 43 degrees 27 minutes 41 seconds East, a distance of 277.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 113.00 feet; thence North 43 degrees 56 minutes 19 seconds East, a distance of 43.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 943.86 feet; thence North 00 degrees 45 minutes 06 seconds West a distance of 475.07 feet; thence South 89 degrees 46 minutes 09 seconds West a distance of 26.97 feet; thence North 00 degrees 28 minutes 31 seconds West, a distance of 274.49 feet to a point on the Southerly right of way line of State Road #50; thence South 88 degrees 56 minutes 19 seconds West along said Southerly right of way line of State Road #50, a distance of 1286.40 feet; thence South 00 degrees 33 minutes 56 seconds East, a distance of 200 feet; thence South 88 degrees 56 minutes 19 seconds West a distance of 50 feet to the POINT OF BEGINNING.

TOGETHER WITH:

TRACT "B"

The West 50 feet of the South 200 feet of the North 250 feet, Section 29, Township 22 South, Range 30 East, Orange County, Florida. Said lands also described as follows:

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East, run South 00 degrees 33 minutes 56 seconds East along the Westerly line of said Section 29, a distance of 50 feet to a POINT OF BEGINNING; continue thence South 00 degrees 33 minutes 56 seconds East, along said Westerly line of Section 29 a distance of 200.00 feet; thence North 88 degrees 56 minutes 19 seconds East, 50.00 feet; thence North 00 degrees 33 minutes 56 seconds West, 200.00 feet to a point on the Southerly right of way line of State Road #50; thence South 88 degrees 56 minutes 19 seconds West a distance of 50 feet to the POINT OF BEGINNING.

TRACTS "A" AND "B" CONTAIN 22.52 ACRES MORE OR LESS.

EXHIBIT "H"

Short Form Lease

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Orlando L. Evora, Esquire
Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801

**MEMORANDUM OF ORLANDO EXECUTIVE AIRPORT AMENDED AND RESTATED
LEASE AGREEMENT**

THIS MEMORANDUM OF ORLANDO EXECUTIVE AIRPORT AMENDED AND RESTATED LEASE AGREEMENT (this "Memorandum") is made by and between GREATER ORLANDO AVIATION AUTHORITY, a public body existing under the laws of the State of Florida ("Authority"), whose address is One Airport Boulevard Orlando International Airport Orlando, Florida 32827-4399, and WEINGARTEN HERNDON PLAZA JV, a Delaware joint venture ("Lessee"), whose address 2600 Citadel Plaza Drive, Houston, Texas, 77008, for the purpose of providing actual and constructive notice of the following:

1. **Lease and Effective Date.** Authority and Lessee have entered into a certain Orlando Executive Airport Amended and Restated Lease Agreement (the "Lease") dated effective as of _____ (the "Effective Date").

2. **Premises.** The land that is the subject of the Lease is described as follows (the "Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

3. **Initial Term.** The initial term of the Lease (the "Initial Term") commenced on the Effective Date and, unless sooner terminated in accordance with the terms of the Lease, the Initial Term will run through 11:59 p.m. on August 31, 2035.

4. **Option Periods.** The Lease grants to Lessee options to extend the term of the Lease beyond the expiration of the Initial Term for up to two (2) consecutive additional ten (10) year periods, for a potential total Lease term of up to fifty (50) years from the Effective Date.

5. **No Liens on Lessor's Interest.** The Lease contains the following provision:

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"Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Notice is hereby given that the Authority shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Premises or in this Lease. All Persons dealing with the Premises and with Lessee are hereby put on notice that Lessee does not have the power to deal with the Premises in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all Persons making improvements to the Premises, either by doing work or labor or services or by supplying materials thereto, at the request of Lessee or Persons dealing by, through or under Lessee, are hereby put on notice that they must look solely to the Lessee and not to the Premises or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Premises."

6. **Amendment and Restatement of Prior Leases.** It is the intent of the parties hereto that the Lease shall amend, reinstate and supersede, in its entirety, that certain Amended and Restated Lease Agreement dated March 2, 1987, entered into by and between James Hartman, as Trustee of the Colonial Plaza Trust, as lessee, and the Authority (as successor to the rights of the City), as memorialized in the Public Records by that certain Memorandum of Amended and Restated Lease Agreement dated March 2, 1987, and recorded in Official Records Book 3867, Page 178, Public Records of Orange County, Florida, as subsequently amended and assigned (collectively, the "Existing Lease Agreement") for the Premises (including, but not limited to, all of the leases, agreements and amendments thereto which are referred to in Paragraph 30 of the Existing Lease Agreement).

7. **Counterparts.** This Memorandum may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

8. **Purpose.** This Memorandum is not a complete summary of the Lease. This Memorandum is for public notice and information purposes only. This Memorandum is subject to all of the terms, provisions and conditions of the Lease, all of which are incorporated herein by reference. Nothing contained in this Memorandum shall be deemed to supplement, modify, negate, waive or otherwise affect any of the terms, provisions or conditions of the Lease or the rights or obligations of Authority or Lessee under the Lease. In the event of any inconsistency between the terms of the Lease and this Memorandum, the terms of the Lease shall prevail.

[Remainder of this page intentionally left blank.]

ATTEST: AUTHORITY:
GREATER ORLANDO AVIATION
AUTHORITY

WITNESSES AS TO AUTHORITY:

APPROVED AS TO FORM AND LEGALITY (For the use and reliance of the Greater Orlando Aviation Authority, only):

STATE OF FLORIDA)
)
COUNTY OF ORANGE) SS:

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WITNESSES AS TO LESSEE:

LESSEE:

WEINGARTEN HERNDON PLAZA JV, a
Delaware joint venture

BY: WEINGARTEN REALTY
INVESTORS, a Texas real estate investment
trust, as Manager

Printed Name: _____

By: _____

Printed Name: _____

Its: _____

Printed Name: _____

Date: _____, 2005

STATE OF _____)

COUNTY OF _____)

SS:

The foregoing Memorandum was acknowledged before me this _____ day of _____,
2005 by _____, the _____ of WEINGARTEN REALTY
INVESTORS, a Texas real estate investment trust, the Manager of WEINGARTEN HERNDON PLAZA
JV, a Delaware joint venture, on behalf of the joint venture and the real estate investment trust. He/She is
personally known to me or has produced _____ as identification.

NOTARY STAMP:

Printed Name: _____

Title: Notary Public

[Remainder of this page intentionally left blank.]

CONSENT OF CITY

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by **CITY OF ORLANDO**, a municipal corporation ("City"), and in its capacity as owner of fee simple title to the Premises described in the foregoing Memorandum of Orlando Executive Airport Amended and Restated Lease Agreement (the "Memorandum") between the **GREATER ORLANDO AVIATION AUTHORITY**, a public body existing under the laws of the State of Florida, and **WEINGARTEN HERNDON PLAZA JV**, a Delaware joint venture, City hereby joins into and consents to the Memorandum.

IN WITNESS WHEREOF, the undersigned has signed this Consent of City.

CITY:

ATTEST:

CITY OF ORLANDO

Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

WITNESSES AS TO CITY:

Signature _____
Printed Name: _____

Date: _____, 2005

Signature _____
Printed Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

The foregoing Consent of City was acknowledged before me this ____ day of _____, 2005
by _____ and
_____, respectively, of the CITY OF ORLANDO, a municipal corporation. They are
personally known to me.

NOTARY STAMP:

Printed Name: _____
Title: Notary Public

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EXHIBIT "A"
LEGAL DESCRIPTION OF THE PREMISES

TRACT "A"

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

From the Northwest corner of Section 29, Township 22 South, Range 30 East run South 00 degrees 33 minutes 56 seconds East along the Westerly line of said Section 29, a distance of 250 feet to a POINT OF BEGINNING; continue thence South 00 degrees 33 minutes 56 seconds East along said Westerly line of Section 29 a distance of 227.37 feet, to a point on the Northeasterly line of the approach zone to runway 13-31 as shown on the Master Plan of Herndon Municipal Airport; thence South 43 degrees 27 minutes 41 seconds East along said Northeasterly line of said approach zone a distance of 133.35 feet; thence South 01 degrees 32 minutes 19 seconds West, a distance of 50.00 feet; thence South 43 degrees 27 minutes 41 seconds East, a distance of 277.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 113.00 feet; thence North 43 degrees 56 minutes 19 seconds East, a distance of 43.00 feet; thence North 88 degrees 56 minutes 19 seconds East, a distance of 943.86 feet; thence North 00 degrees 45 minutes 06 seconds West a distance of 475.07 feet; thence South 89 degrees 46 minutes 09 seconds West a distance of 26.97 feet; thence North 00 degrees 28 minutes 31 seconds West, a distance of 274.49 feet to a point on the Southerly right of way line of State Road #50; thence South 88 degrees 56 minutes 19 seconds West along said Southerly right of way line of State Road #50, a distance of 1286.40 feet; thence South 00 degrees 33 minutes 56 seconds East, a distance of 200 feet; thence South 88 degrees 56 minutes 19 seconds West a distance of 50 feet to the POINT OF BEGINNING.

TOGETHER WITH:

TRACT "B"

The West 50 feet of the South 200 feet of the North 250 feet, Section 29, Township 22 South, Range 30 East, Orange County, Florida. Said lands also described as follows:

All that certain parcel of land lying and being in Orange County, Florida, and more particularly described as follows:

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TRACTS "A" AND "B" CONTAIN 22.52 ACRES MORE OR LESS.

Exhibit "I"

List of Hazardous Substances

Lessee and its sublessees shall be permitted to use, store and handle any materials at the Premises except "Hazardous Substances". For purposes hereof, "Hazardous Substances" shall mean any hazardous substance, hazardous waste, or hazardous material as such terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., sections 6901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C., sections 6901 et seq., and the Hazardous Materials Transportation Act 49 U.S.C., section 1801 et seq., respectively; provided, however, Lessee and its sublessees may use types and quantities of such Hazardous Substances as are reasonably necessary for the conduct of normal business activities on the Premises, such as (for example only) cleaning products sold by a grocery store, pool supplies sold by a pool supply store, paint and paint thinners sold by a home improvement store, or film developing materials sold by a camera store.

GOAA DATE 3/17/10
ITEM NO. 4-4
DOCUMENTARY # 12644

FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AGREEMENT (hereinafter referred to as the "**Amendment**") is made and entered into as of the 15 day of July, 2010 (hereinafter referred to as the "**Amendment Date**"), by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body existing under and by virtue of the laws of the State of Florida (hereinafter referred to as the "**Authority**"), and WEINGARTEN HERNDON PLAZA JV, a Delaware joint venture (hereinafter referred to as the "**Lessee**").

WITNESSETH

WHEREAS, the Authority and the Lessee are parties to that certain Amended and Restated Lease Agreement (hereinafter referred to as the "**Lease**") with an Effective Date of January 1, 2006; and

WHEREAS, the Authority and the Lessee wish to amend the Lease as provided in this Amendment.

NOW THEREFORE, inconsideration of the premises and of the mutual covenants and agreements herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Authority and the Lessee do agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to them in the Lease.

2. Optional Lump Sum Payment of Rent. Section 5.02 of the Lease is hereby amended by adding the following language to the end thereof:

"Notwithstanding any other provision of this Section 5.02, the Authority hereby waives its right in this Section 5.02 to require Lessee to pay a Prepayment on any prepayment date which falls during the period (hereinafter referred to as the "**Restriction Period**") from the Amendment Date through that date which is ten (10) years from the Amendment Date."

3. Miscellaneous. Except as amended hereby, the Lease remains unchanged and in full force and effect. The Authority and the Lessee hereby agree to execute a Memorandum of this Amendment in recordable form, which either party, at its cost, may place in the public records.

[the signature pages of this Amendment follow]

City Council Meeting: 8-16-10
Item: J-2 Documentary: 100816502

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Witnesses as to Lessee

By: Dionne Banks
Printed Name: DIONNE BANKS

By: Traci Chen
Printed Name: Traci Chen

LESSEE:

WEINGARTEN HERNDON PLAZA JV, a
Delaware Joint Venture

By: Weingarten Realty Investors,
a Texas real estate investment trust,
as Manager

By: [Signature]
Printed Name: Jeffrey A. Tucker
Title: Sr. Vice President/General Counsel



JOINDER

The **CITY OF ORLANDO** hereby joins in the First Amendment to Restated Lease Agreement dated August 12, 2010 between the **GREATER ORLANDO AVIATION AUTHORITY**, and **WEINGARTEN HERNDON PLAZA JV**, a Delaware joint venture solely to acknowledge the City of Orlando's consent to the First Amendment to Restated Lease Agreement.

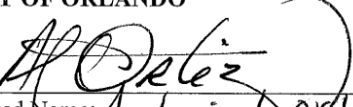
Dated August 18, 2010.

ATTEST:


Printed Name: Alana C. Brenner

(OFFICIAL SEAL)

CITY OF ORLANDO

By: 
Printed Name: Antonio L. Ortiz
Title: Mayor Pro Tem