

giving a sixty (60) day written notice to LESSOR prior to the end of original term, to renew said lease for an additional five (5) year term; and the LESSEE shall have an additional option to renew said lease for an additional five (5) year term by giving a sixty (60) day written notice of said renewal prior to conclusion of second five (5) year term. The rights of renewal herein given are subject to the LESSEE having complied with all the terms and conditions of this lease agreement. During said option period all of the provisions of the original term of this lease shall prevail. LESSEE shall be allowed to enter the premises fifteen (15) days prior to the first day of the original term hereof for the purpose of installation of fixtures so that operation can commence on said first day of term of lease.

A.B.N

3. RENT - The LESSEE shall pay to the LESSOR as rent for said premises the sum of Five Hundred Eighty-Three & ^(\$583.33) 33/100 / Dollars per month in advance on the first day of each and every month during the term hereof and during each renewal hereof plus a four (4%) percent override on all annual gross sales volume in excess of One Hundred Seventy-Five Thousand (\$175,000.00) Dollars for each lease year.

A.B.N

4. PURPOSE - Said leased premises are to be used for the purpose of carrying on the business of a shoe store, and all purposes related to the operation of a shoe store and for no other purpose without the written consent of said LESSOR, which consent shall not be unreasonably withheld.

5. COVENANTS - LESSOR warrants and covenants that the use of the premises and parking areas in connection therewith for a shoe store and purposes related to a shoe store is not in violation of any law, order, ordinance, requirement, or regulation of any governmental authority, and there are no restrictions in the title to said premises and parking areas prohibiting such use, and that the leased premises are in compliance with the applicable building codes and zoning regulations. The LESSOR further covenants that he owns a fee simple title to the demised premises and further covenants that the LESSEE shall peaceably and quietly have, hold, and enjoy the said premises for the full term of years, with renewals thereof, or herein provided.

6. INSURANCE - LESSEE shall maintain during the term of this lease, or any renewal or extension thereof, in full force and effect public liability insurance for its own protection against injuries, accidents, or causes for action,

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