Harrington Box

DRAWN OUTSIDE
OF STATE

20

AGREEMENT (Lease)

This Agreement dated as of this 5th day of March, 1984, by and between SARA CORPORATION, a Delaware corporation having its principal place of business at 229 South State Street, Dover, Delaware 19901 ("Landlord") and S AND A LEASING CORP., a Delaware corporation, having its principal place of business at 6606 LBJ Freeway, Dallas, Texas 75240 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement ("Lease") as of the 1st day of December, 1972, as amended by First Amendment to Lease Agreement ("Amendment") dated as of September 1, 1973, a copy of the Lease and a copy of the Amendment having been attached hereto as Exhibit A and Exhibit B, respectively, and having been incorporated herein for all purposes, covering certain real properties more particularly described in Schedule A of the Lease, together with all rights, easements and appurtenances belonging or pertaining to said properties and together with all buildings, structures and fixtures located thereon ("Leased Properties"); and

WHEREAS, pursuant to Paragraph 19 of the Lease, pertaining to "Substitution of Leased Properties", Landlord has conveyed to Tenant all of its right, title and interest to one of the Leased Properties, located on Maize Road, Columbus, Franklin County, Ohio and described in Schedule A, ID of the Lease ("Leased Property") and Tenant has conveyed to Landlord a certain tract of land, together with a building and other improvements thereon, located in Winston-Salem, Forsyth County, North Carolina and more fully described in Exhibit C hereto ("Winston-Salem"); and

WHEREAS, Landlord and Tenant intend that the Winston-Salem Property be subject to all the terms and provisions of the Lease and Amendment;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree that, as of the date hereof:

1. The Winston-Salem Property is subject to, and encumbered by, the Lease and the Amendment and all of their provisions so as to become a part of the Leased Properties as though the Winston-Salem Property had been a part of the Leased Properties originally leased by Landlord to Tenant under the Lease and had been described in Schedule A thereto;

2. The description of the Winston-Salem Property attached as Exhibit C hereto shall be deemed to have been substituted for the description of the Leased Property set forth in Schedule A, ID of the Lease;

3. The Lease and Amendment are in full force and effect with respect to the Leased Properties, including the Winston-Salem Property, but excluding the Leased Property;

4. Tenant does not owe to Landlord, nor is there any default by Tenant in the payment to Landlord of, Initial Rent or Basic Rent under the Lease for any period of time prior to the date hereof, with respect to any of the Leased Properties, including the Winston-Salem Property.

5. This Agreement shall be filed of record in the Public Records of Forsyth County, North Carolina and the parties hereto shall execute any additional instruments deemed as reasonably necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed as of the date first above written.

LANDLORD:

SARA CORPORATION

Attest:

Berdine Groell
Assistant Secretary

Signed, sealed and delivered in the presence of:

Bernice Chiarello
Maria Capriello

BY: Maureen E. O'Connor
MAUREEN E. O'CONNOR Vice President

TENANT:

S AND A LEASING CORP.

Attest:

GAYLA D. VAIL
Assistant Secretary

Signed, sealed and delivered in the presence of:

Marie Chance
Marguerite Wzundorf

BY: Vanda Davey
Vanda Davey
Vice President, Secretary and Treasurer

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

I hereby certify that before me, a notary public, personally appeared MAUREEN E. O'CONNOR and Berdine Groel, as Vice President and Assistant Secretary of Sara Corporation, a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers of such said corporation, and they acknowledged before me that they, as such officers, executed the foregoing instrument for the uses and purposes therein expressed, that they are authorized by said corporation to execute said instrument, that the said act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal at New York, in the County and State last aforesaid, this 2nd day of March, 1984.

Mary L. Brady

My commission expires:

3/30/86

MARY L. BRADY
NOTARY PUBLIC, State of New York
No. 43-4771303
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1986

STATE OF TEXAS

SS

COUNTY OF DALLAS

I hereby certify that before me, a notary public, personally appeared Vanda Davey and Gayla D. Vail, as Vice President and Assistant Secretary of S AND A LEASING CORP., a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers of such said corporation, and they acknowledged before me that they, as such officers, executed the foregoing instrument for the uses and purposes therein expressed, that they are authorized by said corporation to execute said instrument, that the said act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal at Dallas, in the County and State last aforesaid, this 1st day of March, 1984.

Lisa A. Young

My commission expires:

11-10-87

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate of Mary L. Brady NP State of New York (Richmond Co) & Lisa A. Young NP State of Texas (Dallas Co)
(here give name and official title of the officer signing the certificate passed upon)

is (are) certified to be correct. This the 13th day of March 19 84.

Eunice Ayers, Register of Deeds

By Crystal Clinard Deputy-Assistant

Probate fee $1.00 paid.

PRESENTED FOR REGISTRATION AND RECORDED
MAR 13 10 40 AM '84
EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY, N.C.
$ 130.00 Pd
JC

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EXHIBIT A

LEASE AGREEMENT

Between

SARA CORPORATION, Landlord

and

S AND A LEASING CORP., Tenant

Dated as of December 1, 1972

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LEASE AGREEMENT

THIS LEASE AGREEMENT (herein, together with any supplements or amendments hereto, called this "Lease"), made and entered into as of this 1st day of December, 1972, by and between Sara Corporation, a Delaware corporation, having its principal place of business at 306 South State Street, Dover, Delaware (the "Landlord"), and S and A Leasing Corp., a Delaware corporation, having its principal place of business at 3505 Turtle Creek Boulevard, Dallas, Texas 75219 (the "Tenant"),

W I T N E S S E T H :

1. Premises and Term. In consideration of the obligation of the Tenant to pay rent as herein provided and in consideration of the other terms, provisions and covenants hereof, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, the properties more particularly described in Schedule A attached hereto and made a part hereof, together with all rights, servitudes, licenses, privileges, easements, tenements, hereditaments and appurtenances belonging to or in any way pertaining to the said premises and together with all plants, buildings, structures, and appurtenances now or hereafter located thereon, including all fixtures now or hereafter attached thereto;

TO HAVE AND TO HOLD the same for an initial term commencing on December 6, 1972 and ending on January 31, 1973 (the "Initial Term") and thereafter for a basic term of 20 years commencing on February 1, 1973 and ending on January 31, 1993 (the "Basic Term"), and thereafter, the Tenant shall have the right to extend the term hereof for two extended terms of 15 years each (the "Extended Terms"), in all cases, until and unless this Lease shall be sooner terminated as hereinafter provided. The Tenant shall exercise its right to extend this Lease for each Extended Term by giving written notice to the Landlord of such exercise not less than six months prior to the date of commencement of such Extended Term.

2. Title. The Tenant represents and warrants (i) that it has caused the Leased Properties to be conveyed to the Landlord, (ii) that title to the Leased Properties was at the time of conveyance to the Landlord good and marketable and free of liens, encumbrances and charges except Permitted Encumbrances and (iii) that failure of title through any defect existing at such time, including title paramount, shall in no wise release the Tenant from its obligations hereunder.

3. Rent.

(a) The Tenant agrees to pay to the Landlord a net initial rental (the "Initial Rent") at least one business day prior to February 1, 1973 if in New York Clearing House Funds or on February 1, 1973 if in Federal Funds, as indicated in Schedule B hereto.

(b) The Tenant agrees to pay to the Landlord a net basic rental (the "Basic Rent") in quarterly installments in arrears at least one business day prior to February 1, May 1, August 1 and November 1 in each year commencing with May 1, 1973 if in New York Clearing House Funds or on February 1, May 1, August 1, and November 1 in each year commencing with May 1, 1973 if in Federal Funds, as indicated in Schedule B hereto.

(c) The Tenant agrees to pay to the Landlord a net extended rental (the "Extended Rent") in quarterly installments in arrears at least one business day prior to February 1, May 1, August 1 and November 1 in each year commencing on May 1 of the first year of each Extended Term if in New York Clearing House Funds or on February 1, May 1, August 1 and November 1 in each year commencing on May 1 of the first year of each Extended Term if in Federal Funds in an amount equal to $35,000 per quarter during each Extended Term.

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4. Use. The Tenant shall have the right during the term of this lease to use and occupy each Leased Property for any lawful purpose or purposes.

5. Taxes.

(a) Subject to Section 15 relating to permitted contests, the Tenant agrees to pay as additional rent before they become delinquent all taxes (both real and personal), assessments (both general and special), permit, inspection or license fees, all water, sewer or other like rents, and other governmental charges lawfully levied upon or assessed against the Leased Properties or any part thereof during the term hereof. The Tenant shall deliver, if requested, to the Landlord receipts or other reasonably satisfactory evidence of payment of all such taxes, assessments and governmental charges so payable by the Tenant.

(b) Notwithstanding anything to the contrary and subject to Section 15 relating to permitted contests, if at any time during the term of this Lease there shall be levied, assessed or imposed in substitution, in whole or in part, of real estate taxes, a tax, charge or capital levy or otherwise on the rents received from the Leased Properties or the rents reserved herein, and said tax shall be imposed upon the Landlord, the Tenant will pay same as hereinabove provided.

(c) Subject to Section 15 relating to permitted contests, the Tenant agrees to pay as additional rent the

organizational expenses of the Landlord, the expenses, fees, taxes and disbursements of the Landlord and counsel incurred in connection with the execution and delivery of the Indenture, this Lease and the related documents, including payment of title insurance premiums on the Leased Properties, and all operating and other expenses incurred by the Landlord in connection with or related to the Landlord's business of leasing the Leased Properties to the Tenant and issuing and servicing the Notes, including without limitation any income and other taxes which may be incurred by the Landlord and all reasonable fees and expenses of the Landlord including specifically all payments to be made to the Trustee by the Landlord pursuant to the Indenture, but excluding, however, principal (premium, if any) and interest due on the Notes.

(d) Any amounts payable by the Tenant to the Landlord pursuant to this Section 5 shall be so paid by the Tenant no later than ten business days following receipt of notice by Tenant that such amounts are so due and payable.

6. Repairs.

(a) The Tenant shall take good care of the buildings and other improvements throughout the term of this Lease and keep them free from waste or nuisance of any kind. The Tenant shall make all repairs to the Leased Properties at its sole cost and expense, including repair of the interior, exterior and structure. The Tenant further agrees that it

will care for the grounds around the buildings at its sole cost and expense during the term of this Lease, and the Landlord shall not be called upon to make any improvements or repairs to said buildings and improvements during said term. The Leased Properties shall not be maintained as, nor shall the Tenant permit the Leased Properties to become, a public or private nuisance and the Tenant shall not maintain any nuisance upon the Leased Properties. At the end or other termination of this Lease, the Tenant shall deliver up the Leased Properties with all buildings and improvements located thereon in good repair and condition, loss by fire or other casualty or act of God and ordinary wear and tear, decay, depreciation and obsolescence being excepted.

7. Alterations. The Tenant shall have the unrestricted right to make any alterations, additions or improvements to the Leased Properties as may be necessary in connection with the requirements of the Tenant's business without the prior written consent of the Landlord and without the payment of any additional rent, provided that no such alteration, addition or improvement shall change the general characteristics of the Leased Property affected or reduce the fair market value of such Leased Property.

(a) Any additions and improvements to the Leased Properties shall immediately become the property of the Landlord and shall constitute a part of such Leased Properties.

(b) If the cost to the Tenant of making any additions or improvements to the Leased Properties which are completed during any period of 24 consecutive months shall exceed in the aggregate $250,000, within six months after the expiration of such 24-month period, the Tenant may request the Landlord to finance such cost (which cost for the purposes of this Section 7 may include, in addition to the cost of constructing the same, any duplication or printing expenses, fees and expenses of architects, engineers and counsel, filing, registration and recording fees and taxes, interest on indebtedness incurred in connection with such construction, commitment fees, cost of insurance for additions or improvements during construction, title insurance premiums and documentary stamp taxes payable by reason of such construction and the financing thereof, including any of the foregoing that may be payable by the Landlord in connection with the financing thereof). Such request shall state that the requirements of this Lease which permit the making of such request have been complied with, and such request shall in any case (i) describe such additions or improvements in reasonable detail and state the dates on which the same were completed, and (ii) certify in reasonable detail the cost of each such addition or improvement. Within 30 days after receipt by the Landlord of such request, the Landlord and the Tenant shall enter into good faith negotiations toward an agreement as to what are reasonable terms upon which such

financing may be carried out, under mutually determined reasonable money costs under then existing market conditions. The Landlord agrees to accept or equal any financing which may be arranged by or offered through the efforts of the Tenant, provided that such financing is consistent with the applicable terms of the Indenture. The Tenant agrees that in connection with any such financing, it will execute and deliver all such supplements to this Lease (which shall, among other things, increase the Basic Rent and purchase prices payable hereunder by the Tenant by amounts sufficient to assure to the parties providing such financing the payment of all interest and principal due thereon during the term in effect at the time such financing is carried out and appropriately increase the book values of the Leased Properties affected on Schedule A hereof) and other opinions and documents as may be necessary to enable the Landlord to effect such financing under the terms of the Indenture or otherwise or which may be required by any such lenders. If such financing is carried out, the Landlord will pay to the Tenant the amount of the cost of construction to the extent of the proceeds of such financing. If for any reason such financing is not carried out, the obligations of the Tenant hereunder shall be unaffected and this Lease shall continue in full force and effect.

8. Equipment, Fixtures and Signs. The Tenant shall

have the right, at the Tenant's sole cost, to erect, install, maintain and operate on the Leased Properties such equipment, trade and business fixtures, and signs as the Tenant may deem advisable and such shall not be deemed to be part of the Leased Properties, but shall remain the property of the Tenant. All such installations shall be effected in compliance with applicable governmental laws, ordinances and regulations and shall not materially injure or deface the building and other improvements. At any time during the term of this Lease and within 30 days after termination hereof, the Tenant shall have the right to remove its equipment, trade and business fixtures, signs, furniture, supplies and other personal property from the Leased Properties provided that the Tenant is not then in default.

9. Inspection by Landlord. The Landlord and the Trustee and their agents and representatives (provided that such agents and representatives may not be business competitors of the Tenant or any sub-lessee of the Tenant) shall have the right to enter and inspect the Leased Properties at any time during normal business hours but shall do so in such a manner as not to interfere materially with the business or operations thereon.

10. Utility Charges. The Tenant shall pay all charges incurred for any utility services used by the Tenant on the Leased Properties.

11. Insurance. The Tenant at its expense shall maintain fire and extended coverage insurance on all buildings and improvements located on the Leased Properties in the amount of not less than 80% of the insurable replacement value thereof, less the cost of foundations, footings and excavations, or in an amount sufficient to prevent the Landlord or the Tenant from becoming a co-insurer, whichever shall be greater. The Tenant will also procure and maintain public liability insurance protecting and indemnifying the Landlord, the Tenant and the Trustee against any and all claims for damage to persons and property occurring upon or about the Leased Properties to the limit of not less than $100,000 in respect of bodily injury or death to any one person, to the limit of not less than $300,000 in respect of any one accident and to the limit of not less than $50,000 for property damage, and, in addition, will maintain an umbrella policy insuring against such liabilities to the limit of not less than $5,000,000 for each occurrence. Policies evidencing any or all of the foregoing insurance may provide for deductible amounts of not more than $25,000. Such insurance may be effected by a policy or policies of blanket insurance which may cover other property in addition to the Leased Properties and shall name as the insured parties thereunder the Trustee, the Landlord and the Tenant as their interests may appear.

12. Compliance with Legal Requirements, etc. Subject to Section 15 relating to permitted contests, the Tenant at its expense (i) will promptly comply with all Legal Requirements, whether or not compliance therewith shall require structural changes in the Leased Properties or any part thereof, and (ii) will procure, maintain and comply with all permits, licenses and other authorizations required for any use of the Leased Properties or any part thereof, except that the Tenant shall not be obligated to obtain or maintain permits, licenses or authorizations for the sale or consumption of alcoholic beverages in or on the Leased Properties.

13. Discharge of Liens, etc. Subject to Section 15 relating to permitted contests, the Tenant will not create or suffer to exist any lien, encumbrance or charge upon the Leased Properties or any part thereof or upon the Tenant's leasehold interest therein, other than (i) any lien, encumbrance or charge created by the Landlord, and (ii) Permitted Encumbrances.

14. No Claims Against the Landlord, etc. Nothing contained herein shall constitute any consent or request by the Landlord or the Trustee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Properties or any part thereof, nor as giving the Tenant any right, power or authority to contract for or permit the performance

of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Landlord or the Trustee, or, except by operation of law, against the Landlord's or the Trustee's interest in the Leased Properties.

15. Permitted Contests. The Tenant at its expense may contest (but in the case of any item involving an amount in controversy in excess of $25,000 only after prior written notice to the Landlord and the Trustee) by appropriate legal proceedings conducted in good faith and with due diligence the amount, validity or application, in whole or in part, of any Imposition or any Legal Requirement or any lien, encumbrance or charge prohibited by Section 13, provided, that (i) in the case of an unpaid Imposition, such proceedings are completed before such Imposition becomes delinquent, or such proceedings suspend the collection thereof, (ii) neither the Leased Properties nor any part thereof would be in any danger of being forfeited or lost, (iii) in the case of a Legal Requirement, neither the Landlord nor the Trustee would be in any danger of civil or criminal liability for failure to comply therewith, and (iv) the Tenant shall have furnished such security, if any, as may be required in the proceedings or as may be reasonably requested by the Landlord or the Trustee, provided, that the Landlord or the Trustee may not request

security if the amount being contested, including interest and penalties, shall not exceed $25,000.

16. Indemnification by the Tenant. To the extent permitted by law, the Tenant will protect, indemnify and save harmless the Landlord and the Trustee from and against all liabilities, obligations, claims, damages, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) which may be asserted against or imposed upon or incurred by the Landlord or the Trustee by reason of (i) any accident, injury or damage (including death) to any person or property occurring on or about a Leased Property or any part thereof during or prior to the term hereof, or (ii) any use, non-use or condition of a Leased Property or any part thereof during or prior to the term hereof, or (iii) any failure on the part of the Tenant to perform or comply with any of the provisions hereof. In addition, the Tenant will pay, and will indemnify and save harmless the Trustee from and against, any State or local tax or excise on rents, or other tax however described, levied by the State or other political subdivision in which a Leased Property is located and payable by the Trustee as a result of its having taken an assignment of rents under this Lease. Amounts required to be paid under the provisions of this Section shall be additional rent hereunder and shall be payable upon demand. The provisions of this Section 16 shall survive the expiration or termination of the term of this Lease.

17. Destruction of or Damage to Leased Properties.

(a) In case of any destruction of or damage to the Leased Properties, or any part thereof, by reason of any cause whatsoever (including, without limitation, fire, casualty, or act of God or the public enemy), the Tenant will give prompt written notice of such destruction or damage, stating the nature and extent thereof, to the Landlord and to the Trustee and, subject to the provisions of Subsection (b) below, will repair any such damage. The Tenant shall not be required to give any notice of damage to the Leased Properties if the aggregate amount involved does not exceed $25,000.

(b) In the event that any of the Leased Properties shall suffer destruction or Substantial Damage, then the notice required by Subsection (a) above shall so state. In the event of any such destruction of or Substantial Damage to any Leased Property, the Tenant, at its option, shall either (i) promptly commence and complete with due diligence, subject to Unavoidable Delays, the restoration of such Leased Property as nearly as practicable to at least the value and to the character thereof immediately prior to such destruction or Substantial Damage, (ii) forthwith purchase such Leased Property from the Landlord in accordance with the provisions of Section 29(a)(2), or (iii) forthwith substitute for such Leased Property a Substitute Property in accordance with the provisions of Section 19.

(c) Any repairs made by the Tenant pursuant to

Subsection (a) above and any restoration made by the Tenant pursuant to Subsection (b) above shall be made at the Tenant's expense and without regard to whether or not any insurance proceeds or any payments on account of any destruction of or damage to the Leased Properties shall be sufficient for such purpose.

(d) Upon completion of the repair or restoration of any damaged or destroyed Leased Property or upon the purchase of any damaged or destroyed Leased Property from the Landlord in accordance with the provisions of Subsection (b) above, the Tenant shall be entitled to receive any insurance proceeds, or any payments on account of any destruction of or damage to the Leased Properties.

18. Taking of or Eviction from Leased Properties.

(a) In the event that either party to this Lease shall receive notice of the commencement of any proceedings for any Taking of, or Eviction from, all or any part of the Leased Properties, such party shall give prompt written notice thereof to the other party; such notice shall describe such proceedings, shall state the extent of the Taking or the Eviction so sought, and shall state whether such Taking or Eviction has already occurred. Except as provided in Subsections (c), (d) and (e) below, the Landlord shall be entitled to receive and hold (without any liability to the Tenant for interest thereon), subject to the provisions of this Lease, all awards, and the proceeds thereof, arising from any such

Taking or Eviction, and the same shall be assigned or paid to the Landlord.

(b) The Landlord and the Trustee may appear or join in any proceedings in connection with any such Taking or Eviction, or the securing of an award on account thereof, but shall not be obligated to do so unless required by law or any rule or regulation in order to make such proceedings effective, in which event any such appearance or joinder may, unless made by the Landlord or the Trustee, be made by the Tenant in the name of, but without expense to, the Landlord or the Trustee, the Tenant agreeing to save the Landlord and the Trustee harmless from all costs, expenses, loss or damage incurred in connection with or resulting from any such proceedings. In case any such appearance or joinder is made by the Landlord or the Trustee, the Tenant shall reimburse the Landlord and the Trustee on demand for all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by the Landlord or the Trustee in connection therewith.

(c) In the event of any Taking of or Eviction from a portion only of a Leased Property which does not render it impracticable for the Tenant to utilize such Leased Property in the normal conduct of its business, this Lease and all obligations hereunder, including the obligation to pay rents, shall remain in effect, and the Tenant will promptly commence

and complete with due diligence, subject to Unavoidable Delays, the restoration (to the extent necessary) of such Leased Property as nearly as practicable to at least the value and to the character thereof immediately prior to such Taking or Eviction. If no Payment Default exists, then upon completion of such restoration (or, if no restoration is necessary, then upon receipt of the award arising out of such Taking or Eviction) the Tenant shall be entitled to receive from the Landlord any such award, and the proceeds thereof, received by the Landlord as a result of such Taking or Eviction, and the same shall be assigned or paid to the Tenant.

(d) In the event of commencement of proceedings for the Taking of or Eviction from all or substantially all of a Leased Property, or a portion only of a Leased Property which renders it impracticable for the Tenant to utilize such Leased Property in the normal conduct of its business, then the notice required by Subsection (a) above shall so state and upon such Taking or Eviction the Tenant shall be obligated to purchase such Leased Property or the Landlord's rights in any award arising out of such Taking or Eviction, or both, as the case may be, in accordance with the provisions of Section 29(a)(2) or shall substitute for such Leased Property a Substitute Property in accordance with the terms of Section 19. At or prior to the time of such Taking or Eviction the Tenant shall forthwith purchase such Leased Property from the Landlord in accordance with the terms of Section 29(d) or shall

forthwith substitute for such Leased Property a Substitute Property in accordance with the terms of Section 19. Upon the closing of such purchase or such substitution, any such award, or the proceeds thereof, shall be assigned or paid to the Tenant.

(e) If the aggregate amount involved in any Taking of or Eviction from a Leased Property does not exceed $25,000, (i) the Tenant shall not be required to give notice of any proceedings in connection with such Taking or Eviction, (ii) the Tenant shall be entitled to receive any award, and the proceeds thereof, arising out of such Taking or Eviction, and the same shall be assigned or paid to the Tenant, and (iii) the Tenant shall apply the proceeds of such award to the restoration of such Leased Property, to the extent necessary, as provided in Subsection (c) above, and the balance thereof, if any, may be retained by the Tenant.

(f) Any restoration made by the Tenant pursuant to Subsection (c) above shall be made at the Tenant's expense and without regard to whether or not any award with respect to any Taking or Eviction shall be sufficient for the purpose.

(g) A sale to any governmental or quasi-governmental authority in anticipation or in lieu of a Taking or Eviction shall be considered to be a Taking or Eviction for the purposes of this Section 18 and Section 29(f), and the proceeds of such sale shall be treated in the same manner as an award arising out of a Taking or Eviction.

19. Substitution of Leased Properties.

(a) The Tenant may at any time in accordance with the provisions of this Section 19 substitute for any Leased Property a substitute property (a "Substitute Property").

(b) If for any reason and at any time the Tenant elects to convey a Substitute Property to the Landlord in exchange for a Leased Property, the Tenant shall give notice of such election to the Landlord at least 30 days prior to the date of exchange as set forth in such notice, and at the time and place set forth in such notice, the Landlord will convey to the Tenant all of its right, title and interest to the Leased Property being replaced and the Tenant will convey to the Landlord the Substitute Property to replace such Leased Property accompanied with (i) a certificate signed by the President or Vice President of the Tenant and the Treasurer or Secretary of the Tenant stating that the lesser of the book value of such Substitute Property on the books and records of the Tenant or the fair market value of such Substitute Property is equal to or exceeds an amount equal to the price which the Tenant would be required to pay for the Leased Property being replaced if it were required to purchase such Leased Property at such time pursuant to Section 29(a)(2), and that the remaining useful life of such Substitute Property is equal to or exceeds the remaining useful life of the Leased Property

being replaced, (ii) a mortgage title insurance policy or binder therefor issued by Lawyers Title Insurance Corporation, or such other title insurance company as shall be satisfactory to the Landlord and the Trustee, insuring the lien of the Indenture on such Substitute Property in an amount of the lesser of the book value of such Substitute Property on the books and records of the Tenant or the fair market value of such Substitute Property to be vested in the Landlord, subject only to the liens of the Indenture and the Assignment and to Permitted Encumbrances, and (iii) such other documents and opinions as the Landlord or the Trustee shall reasonably request. The conveyance of the Leased Property being replaced to the Tenant by the Landlord shall be made by special warranty deed (which may be denominated a limited warranty deed) which will contain a covenant by the Landlord that such Leased Property was conveyed to the Landlord by warranty deeds covering all portions thereof and that such Leased Property is free and clear of any lien, mortgage or encumbrance created by the affirmative act of the Landlord (other than the Indenture, the Assignment, Permitted Encumbrances and any interest created by the Landlord or the Trustee upon the request of the Tenant or upon the exercise of any right hereunder upon any Default of the Tenant), the Landlord otherwise being obligated to give only such right, title and interest as Landlord is able to convey. The deed of the Tenant conveying the Substitute Property

to the Landlord will contain a covenant by the Tenant that such Substitute Property is free and clear of all liens, mortgages and encumbrances except Permitted Encumbrances.

(c) Upon any exchange made pursuant to the provisions of this Section 19, the Tenant shall pay to the Landlord and the Trustee all costs and expenses (including, without limitation, all taxes, including Federal and State documentary stamp taxes, and all attorneys' fees and expenses) of the Landlord and the Trustee incurred in connection with such exchange. No apportionment of any Imposition shall be made upon such exchange, the Tenant being liable for the payment thereof during the term of this Lease as lessee and being liable thereafter as owner.

20. Acceptance of Surrender. No surrender to the Landlord of this Lease or of a Leased Property or any part thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by the Landlord and consented to in writing by the Trustee.

21. Financial Statements; Certificate of the Tenant as to No Defaults.

(a) The Tenant covenants that during the term of this Lease it will deliver to the Landlord and the Trustee in quantities sufficient to be distributed to the holders of all outstanding Notes.

(i) as soon as practicable and in any event within 60 days after the end of each quarterly period (other than the last quarterly period) in each fiscal year of the Guarantor, a consolidated statement of income of the Guarantor for the period from the beginning of the current fiscal year to the end of such quarterly period, and a consolidated balance sheet of the Guarantor as at the end of such quarterly period, all in reasonable detail and certified by an authorized financial officer of the Guarantor, subject to changes resulting from year-end adjustments;

(ii) as soon as practicable and in any event within 120 days after the end of each such fiscal year, a consolidated statement of income of the Guarantor for such year, and a consolidated balance sheet of the Guarantor as at the end of such year, all in reasonable detail and certified to the Guarantor by independent public accountants of recognized standing selected by the Guarantor; and

(iii) as soon as practicable, copies of all such financial statements and reports as the Guarantor shall send to its stockholders.

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(b) If and when requested by the Landlord or the Trustee, but not more often than once in each calendar year, the Tenant will furnish to the Landlord and the Trustee a certificate stating that the Tenant knows of no condition or event which constitutes an Event of Default or which, after notice or lapse of time, or both, would constitute an Event of Default, or, if any such condition or event exists, specifying the nature and period of existence thereof and what action the Tenant is taking or proposes to take with respect thereto.

22. Right of the Landlord and the Trustee to Perform the Tenant's Covenants. If the Tenant shall fail to make any payment or to perform any act required to be made or performed hereunder, the Landlord or the Trustee, without waiving or releasing any obligation or Default hereunder, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Tenant, and may enter upon the Leased Properties for such purpose and take all such action thereon as may be necessary therefor. No such entry shall be deemed an Eviction of the Tenant. All amounts paid and all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by the Landlord or the

Trustee in connection therewith shall be additional rent hereunder and shall be payable upon demand.

23. Assignments, Subleases, Modifications, etc. by the Tenant. The interest of the Tenant in this Lease may be assigned, transferred or encumbered in whole but not in part by the Tenant or by any assignee of the Tenant, and all or any part of the Leased Properties may be sublet; provided, that the assignee or transferee or the holder of any such encumbrance shall execute and deliver to the Landlord and the Trustee an instrument, satisfactory to the Landlord and the Trustee, assuming all the obligations of the Tenant hereunder. No assignment, transfer, encumbrance, or sublease, and no such instrument of assumption, shall affect or reduce any of the obligations of the Tenant hereunder, but this Lease and all obligations of the Tenant hereunder shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or surety. No extension of time for the payment of any amount hereunder, no waiver of any term of this Lease or of any Default hereunder or other indulgence of any nature whatsoever extended in any manner by the Landlord or the Trustee to any such assignee, transferee, encumbrancer or sublessee, with or without notice to

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or assent from the Tenant, shall relieve the Tenant of any of its obligations under this Lease.

24. Events of Default; Expiration of Term of Lease.

(a) If any one or more of the following events shall have occurred and be continuing, that is to say:

(1) default shall be made by the Tenant in the due and punctual payment of the Initial Rent, the Basic Rent or any purchase price specified in Section 29, and such default shall continue for more than 10 days after the Landlord or the Trustee shall have given the Tenant written notice of such default; or

(2) default shall be made by the Tenant in the due performance of or compliance with any of the provisions hereof other than those referred to in paragraph (1) above, and such default shall continue for more than 30 days after the Landlord or the Trustee shall have given the Tenant written notice of such default; or

(3) default shall be made by the Tenant or the Guarantor in the payment of principal of or interest on any obligation for borrowed money or

any obligation under a conditional sale or other title retention agreement or any obligation secured by purchase money mortgage beyond any period of grace provided with respect thereto or default shall be made by the Tenant or the Guarantor in the performance of any other agreement, term or condition contained in any agreement under which any such obligation is created if the effect of such default is to cause, directly or indirectly, such obligation to become due prior to its stated maturity; or

(4) the Tenant or the Guarantor shall file a voluntary petition in bankruptcy, or shall consent to the filing of a bankruptcy petition against it, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement with creditors, liquidation or similar relief under the Federal Bankruptcy Act or under any similar applicable Federal or State statute or law, or shall consent to the filing of any such petition or to the appointment of any trustee, receiver or

liquidator of it or of all or any substantial part of its properties or of the Leased Properties or any part thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or the taking of corporate action by it in furtherance of any of the aforesaid purposes; or

(5) a petition shall be filed against the Tenant or the Guarantor in bankruptcy or seeking any reorganization, arrangement with creditors, liquidation or similar relief under the Federal Bankruptcy Act or under any similar applicable Federal or State statute or law, and shall remain undismissed and unstayed for a period of 90 days; or the entry of a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee of the Tenant or the Guarantor or of all or any substantial part of the properties of the Tenant or the Guarantor, or of the Leased Properties or any part thereof, or for the winding up or liquidation of the affairs of the Tenant or the Guarantor, and the continuance

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of such decree or order in force undismissed and unstayed for a period of 90 days;

then and in any such event, regardless of the pendency of any proceeding which has or might have the effect of preventing the Tenant from complying with the terms of this Lease, (i) forthwith on demand of the Landlord or the Trustee, the Tenant shall cure all Payment Defaults, if any, and shall give notice of the purchase of the Leased Properties pursuant to Section 29(a)(1) and shall thereupon purchase the Leased Properties pursuant to said Section, or (ii) in the absence of such demand, or in the event of such demand and the failure of the Tenant forthwith to cure such Payment Defaults, if any, and to give such notice and thereupon purchase the Leased Properties pursuant to Section 29(a)(1), the Landlord or Trustee at any time may give written notice of the existence of an Event of Default to the Tenant, and upon the date specified in such notice (which shall be not less than five days after the date of the giving of such notice), subject to the provisions of Subsection (b) below and of Section 27 relating to the survival of the Tenant's obligations, the term of this Lease shall expire by limitation and all rights of the Tenant under this Lease shall terminate, unless before such date all arrears of Initial Rent, Basic Rent, additional rent and all other amounts payable by the Tenant under this Lease and all costs and expenses (including, without limitation, attorneys'

fees and expenses) incurred by or on behalf of the Landlord or the Trustee with respect to this Lease, together in each case with interest thereon (and, to the extent permitted by law, on any overdue interest) at the rate of 10% per annum, shall have been paid by the Tenant, and all other Defaults at the time existing under this Lease shall have been fully cured to the satisfaction of the Landlord and the Trustee. The Landlord or the Trustee may specify in such notice of the existence of an Event of Default that it elects to re-enter and repossess the Leased Properties without terminating this Lease, in which case the Landlord or the Trustee shall be entitled so to do if the Default is not cured as hereinabove provided, but the giving of such repossession notice shall not preclude the Landlord or the Trustee from giving a subsequent notice terminating this Lease.

(b) The expiration of the term of this Lease or an election to re-enter without terminating this Lease as provided for in clause (ii) of Subsection (a) above shall also terminate the Tenant's right and obligation to purchase the Leased Properties, whether or not the Tenant shall have given notice of such purchase pursuant to clause (i) of said Subsection (a), unless the notice given to the Tenant shall otherwise expressly provide, in which event the right and obligation of the Tenant so to purchase the Leased Properties

shall continue unaffected by such notice; provided that, in the case of the continuance of the failure of the Tenant in curing all Payment Defaults and in purchasing the Leased Properties, the Landlord or the Trustee may at any time on ten days' written notice terminate the right and obligation of the Tenant so to purchase the Leased Properties, whether or not the Tenant shall have given notice of such purchase. The Tenant shall be liable in damages for its failure to so purchase the Leased Properties, which liability shall continue unaffected by any termination of its right and obligation so to purchase the same.

(c) The Tenant will pay all costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of the Landlord or the Trustee and occasioned by any Default by the Tenant under this Lease, together with interest thereon (and, to the extent permitted by law, on any overdue interest) at the rate of 10% per annum from the date of incurring to the date of payment. Amounts so required to be paid shall be additional rent and shall be payable upon demand.

25. Repossession. At any time after the expiration of the term of this Lease, or after an election to re-enter without terminating becomes effective, pursuant to Section 24, the Landlord or the Trustee, without further notice, may, but

shall be under no obligation to, enter upon and repossess the Leased Properties and remove the Tenant and all other persons from the Leased Properties. The Landlord or the Trustee shall be under no liability for or by reason of any such entry, repossession or removal. No such entry, repossession or removal shall be deemed an Eviction of the Tenant.

26. Reletting. At any time or from time to time after the expiration of the term of this Lease, or after an election to re-enter without terminating becomes effective, the Landlord or the Trustee pursuant to Section 24, may, but shall be under no obligation to, relet the Leased Properties or any part thereof without notice to the Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses as the Landlord or the Trustee, in its uncontrolled discretion, may determine, and may collect and receive the rents therefor. The Landlord and the Trustee shall not be responsible or liable for any failure to relet the Leased Properties or any part thereof, or for any failure to collect any rent due upon any such reletting.

27. Survival of the Tenant's Obligations. No expiration of the term of this Lease pursuant to Section 24 or repossession or reletting of the Leased Properties, or any

part thereof, shall relieve the Tenant of its liabilities and obligations hereunder (except as otherwise provided in Section 24), all of which shall survive any such expiration, repossession or reletting.

28. Damages.

(a) In the event of any expiration of the term of the Lease pursuant to Section 24, the Tenant shall pay to the Landlord or the Trustee, as their interests may appear, the Initial Rent, the Basic Rent, all additional rent and other amounts payable hereunder by the Tenant up to the time of such expiration, and thereafter, until the end of the period of time which would have been the term of this Lease in the absence of such expiration. In the event of the reletting of any of the Leased Properties pursuant to Section 26, the Landlord or the Trustee, as the case may be, shall be entitled to recover from the Tenant, and the Tenant shall pay to the party entitled thereto, as and for liquidated current damages for the Tenant's Default hereunder, an amount equal to the excess, if any, of

(1) the aggregate of the Initial Rent, Basic Rent, all additional rent and other amounts which would be payable under this Lease by the Tenant if the term of this Lease had not expired, over

(2) the net proceeds, if any, of any releting effected pursuant to Section 26, after deducting all expenses of the Landlord and the Trustee in connection with such releting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and expenses, employees' expenses, reasonable alteration costs and expenses of preparation for such releting.

The Tenant shall pay such current damages on the days on which the installments of Initial Rent, Basic Rent, additional rents and other amounts would have been payable under this Lease by the Tenant if the term of this Lease had not expired, and the Landlord or the Trustee, as the case may be, shall be entitled to recover the same from the Tenant on each such day.

(b) At any time after such expiration, whether or not the Landlord or the Trustee, as the case may be, shall have collected any current damages as aforesaid, the Landlord shall be entitled to recover from the Tenant and the Tenant will pay to the Landlord, on demand, as and for liquidated final damages for the Tenant's Default hereunder, and in lieu of all current damages beyond the date of such demand, an amount equal to the excess, if any, of

(1) the purchase price described in Section 29(b) in effect on the date of such demand, plus the amount of all fees, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred by or on behalf of the Landlord or the Trustee in connection with the exercise of any right, power or remedy hereunder or otherwise and following the occurrence of any Event of Default, over

(2) the fair market value of the Leased Properties, after deducting therefrom (i) all fees, costs and expenses (including, without limitation, attorneys' fees and expenses) in connection with any actual or proposed sale of the Leased Properties which are not included in paragraph (1) above, and (ii) all taxes, assessments, claims and liens on the Leased Properties, except any taxes, assessments, claims or liens subject to which such sale shall have been made; if there shall have been no such sale, then such fees, costs and expenses may be estimated.

For the purposes of paragraph (2) above, "fair market value" shall be determined as follows: (i) in the case of a bona fide sale of a Leased Property by the Landlord, the

fair market value of such Leased Property shall be the amount of the sale price received therefor, and (ii) in the case of a Leased Property that has not been so sold by the Landlord, then the Landlord and the Tenant shall select a person, firm or corporation engaged in the business of appraising real estate in the general area of the location of such Leased Property and the appraiser so selected shall determine the fair market value of such Leased Property and, within 15 days after his appointment, the appraiser, shall deliver copies of his determination, in writing, to the Landlord, Tenant and Trustee, whereupon such written determination shall become conclusive and binding upon the Landlord, Tenant and Trustee. If within 15 days of a request by the Landlord to select an appraiser the Landlord and the Tenant have not mutually agreed upon the selection of an appraiser, the Landlord or the Tenant may request any court of competent jurisdiction to select a company, firm or corporation engaged in the business of appraising real estate in the general area of the location of the respective Leased Property on behalf of the Landlord and the Tenant. All fees and other expenses relating to such determination shall be paid by the Tenant.

If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, the Landlord shall be entitled to

the maximum amount allowable under such statute or rule of law.

29. Purchase of Leased Properties.

(a) The Tenant shall have the following rights and obligations with respect to the purchase of the Leased Properties:

(1) The Tenant shall offer to purchase the Leased Properties as and when required by Section 24(a) at the purchase price described in Section 29(b).

(2) The Tenant shall purchase a Leased Property (and/or, where applicable, the Landlord's rights in any award, and the proceeds thereof, arising from any Taking of or Eviction from a Leased Property) as and when required by Section 17 or Section 18 at the purchase price described in Section 29(b).

(3) If the Tenant certifies in writing to the Landlord and the Trustee that it is no longer economically feasible to operate a Leased Property in the conduct of the Tenant's business and that the Tenant intends to dispose of such Leased Property promptly after its purchase thereof, the Tenant may purchase such Leased Property on or after November

1, 1982 and until the Lease is terminated pursuant to the terms hereof at the purchase price described in Section 29(b).

(4) The Tenant may elect to purchase the Leased Properties on or after November 1, 1982 but on or before May 1, 1986 such purchase to be made at a purchase price described in Section 29(b).

(5) The Tenant may elect to purchase the Leased Properties subject to this Lease on or after November 1, 1982 but on or before May 1, 1986 for the consideration described in Section 29(c).

(b) The purchase price of a Leased Property or the Leased Properties purchased pursuant to Paragraphs (1), (2), (3) and (4) of Section 29(a) shall be the applicable purchase price of such Leased Property or Leased Properties as provided for in Schedule A attached hereto.

(c) The consideration for the Leased Properties purchased pursuant to Paragraph (5) of Section 29(a) shall be the assumption by the Tenant of certain of the obligations of the Landlord under the Notes, the Indenture and the Lease, including without limitation the obligation of the Landlord to pay the Notes when due, such assumption to be made in substantially the form of the Assumption Agreement.

(d) In the event the Tenant is required or elects to purchase a Leased Property or the Leased Properties pursuant

to Paragraph (2), (3), (4) or (5) of Section 29(a), the Tenant shall give written notice thereof to the Landlord and the Trustee specifying the Leased Property or Properties to be purchased and a date and place for such purchase, which date shall be not less than 30 days nor more than 45 days after the date of the giving of such notice. The purchase of the respective Leased Property or Leased Properties shall be closed on the date and at the place specified in the written notice, provided, in the case of the exercise of the Tenant's options under Paragraphs (3), (4) or (5) of Section 29(a), that no Payment Default then exists (unless the existence of such Payment Default is, for the purpose of this Section 29(d), waived in writing by the Landlord and the Trustee). The Landlord shall deliver or cause to be delivered to the Tenant on such date a deed or deeds conveying such Leased Property or Leased Properties to the Tenant or its designee and the Tenant shall make payment of the purchase price thereof by delivering to the Landlord a certified or official bank check in the required amount or, in the case of a purchase pursuant to Paragraph (5) of Section 29(a), by due execution of the Assumption Agreement. In the case of a purchase pursuant to Paragraph (5) of Section 29(a), the Tenant will also deliver to the Landlord and the Trustee at the closing such further documents and opinions as the Landlord

or the Trustee shall reasonably request. Such conveyance shall be made by special warranty deed or deeds which will contain a covenant by the Landlord that such Leased Property or Leased Properties were conveyed to the Landlord by warranty deeds covering all portions thereof and that such Leased Property or Leased Properties are free and clear of any lien, mortgage or encumbrance created by the affirmative act of the Landlord (other than the Indenture, the Assignment, Permitted Encumbrances and any interest created by the Landlord or the Trustee upon the request of the Tenant or upon the exercise of any right hereunder upon any Default of the Tenant), provided, that it is understood that the truth or validity of such covenant shall not be a condition to the Tenant's obligation to pay such purchase price to the Trustee in the event that the Tenant is required to purchase a Leased Property or the Leased Properties pursuant to Section 29(a)(1) or Section 29(a)(2) hereof. The Tenant agrees that, if it should become necessary for the Trustee or any other party to institute any foreclosure or other judicial proceeding in order to be able to convey title to the Leased Properties, or any part thereof, the time within which delivery of the deed to such premises may be made shall be extended to the extent necessary to permit the Trustee or such other party to institute and conclude any such legal proceeding and the Tenant shall

remain liable on the Lease for the period of such extension. Upon the purchase of all of the Leased Properties, this Lease shall terminate and the term hereof shall expire, except that the Tenant shall remain liable for all obligations accrued hereunder prior to such termination.

(e) Upon any purchase made pursuant to the provisions of this Section 29, the Tenant shall pay to the Landlord and the Trustee all costs and expenses (including, without limitation, all taxes, including Federal and State documentary stamp taxes, and all attorneys' fees and expenses) of the Landlord and the Trustee incurred in connection with such purchase. No apportionment of any Impositions shall be made upon any such purchase, the Tenant being liable for the payment thereof during the term of this Lease as lessee and being liable thereafter as owner.

(f) In the event that any Taking or Eviction of a Leased Property has occurred and the Tenant, pursuant to Section 18, has become obligated to purchase the Landlord's interest in the award arising from such Taking or Eviction, then the purchase of such interest in such award shall be governed by the provisions of this Section 29 to the extent applicable, and the term "Leased Property", as used in this Section 29, shall be deemed to include such interest in such award.

30. The Tenant's Waiver of Statutory Rights. In the event of the expiration of the term of this Lease pursuant to Section 24, the Tenant, so far as permitted by law, waives any notice of re-entry or of the institution of legal proceedings to that end, and any right of redemption, re-entry or repossession.

31. No Waiver, etc., by the Landlord or the Trustee. No failure by the Landlord or the Trustee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a Default or Event of Default hereunder, and no acceptance of full or partial rent during the continuance of any such Default or Event of Default, shall constitute a waiver of any such term or Default or Event of Default. No waiver of any term hereof or of any Default or Event of Default hereunder shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent Default or Event of Default.

32. Remedies, etc., Cumulative. Each right, power and remedy of the Landlord and the Trustee provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise and any delay or omission to exercise

any such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Landlord or the Trustee of any or all such other rights, powers or remedies.

33. Enforcement by the Trustee; Modifications; Set-Offs.

(a) The Trustee may enforce any and all of the terms of this Lease, to the extent assigned to it, as though the Trustee had been a party hereto. No act or failure to act on the part of the Landlord shall adversely affect or limit any rights of the Trustee. No assignment shall constitute an assumption of any obligation hereunder on the part of the Trustee.

(b) So long as any rents or other moneys coming due under this Lease are assigned as security for the payment of any of the Notes, neither the Landlord nor the Tenant will make or consent to any amendment or modification of or supplement to this Lease, or waive or permit any waiver of any of the provisions hereof, except as permitted by Section 3.03 of the Indenture, without, in each case, first obtaining the written consent of the holders of at least 66-2/3% in aggregate unpaid principal amount of the Notes, provided, however, that (i) there shall be no modification of the amount of the Initial Rent or the Basic Rent without first obtaining the written consent of all holders of the Notes, and (ii)

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the Landlord and the Tenant may make or consent to any amendment or modification of or supplement to this Lease in connection with any sale or disposal of a Leased Property or any part thereof to the Tenant where required by the terms of this Lease or to a governmental or quasi-governmental authority in lieu of or in anticipation of a Taking or an Eviction or where otherwise required in connection with the maintenance, operation or improvement of the Leased Properties.

(c) No failure of the Landlord to observe or perform any term of this Lease shall relieve the Tenant of its obligations hereunder in any respect, and any right of counterclaim, set-off, deduction or defense in favor of the Tenant against the Landlord for any cause whatsoever shall be void and of no effect as against the Trustee.

34. Definitions. As used in this Lease the following terms shall, unless the context otherwise requires, have the following respective meanings:

Assignment: an assignment dated as of December 1, 1972 (the "Assignment") relating to the Lease, among the Company, the Tenant and the Trustee, as amended or supplemented from time to time.

Assumption Agreement: an Assumption Agreement in substantially the form attached to the Indenture.

Default: a failure on the part of the Tenant to perform or comply with any of the provisions or conditions

contained in this Lease, whether or not such failure shall constitute a Payment Default or an Event of Default.

Event of Default: any of the events listed in clauses 1 through 5 of Section 24(a).

Eviction: the eviction of the Tenant from, or the loss by the Tenant of possession of, all or any part of any of the Leased Properties, whether by reason of title paramount, governmental action or otherwise, other than a temporary eviction or loss of possession for a period not exceeding 90 days.

Guarantor: Steak and Ale Restaurants of America, Inc., a Delaware corporation, its successors and assigns.

Impositions: all amounts payable by the Tenant pursuant to Sections 5(a) and 5(b).

Indenture: the indenture of mortgage and deed of trust dated as of December 1, 1972 (the "Indenture") with respect to the Notes between the Landlord and the Trustee.

Leased Property and Leased Properties: a "Leased Property" shall mean one of the eight Leased Properties described in Schedule A hereto, and any additions thereto or substitutions therefor which may at any time be subjected to the Lease; "Leased Properties" shall mean all property described in such Schedule A and any additions thereto or substitutions therefor which may at any time be subjected to the Lease. Further, a part of the Leased Properties shall include a part of a Leased Property.

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Legal Requirements: all statutes, laws, ordinances, judgments, decrees, injunctions, rules, regulations, orders, permits, licenses, authorizations, directions and requirements of all governments, courts, commissions, boards, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Leased Properties, or any part thereof, or to any use, possession or condition of the Leased Properties, or any part thereof.

The Landlord: Sara Corporation, a Delaware corporation, and its successors and assigns.

Notes: the Landlord's 9-1/2% Secured Promissory Notes, due 1993, issued in the original aggregate principal amount of $3,500,000, and any Additional Notes (as defined in the Indenture).

Payment Default: a Default in the payment of any Initial Rent, Basic Rent, additional rent or any other amount payable hereunder by the Tenant.

Permitted Encumbrances: the term "Permitted Encumbrances" shall mean:

(a) this Lease;

(b) liens for taxes, assessments and other governmental charges which are not due and delinquent, or which can be paid without penalty, or (subject to Section 15) the validity, applicability or amount of which is being

contested in good faith by appropriate proceedings;

(c) mechanics', laborers' and materialmen's liens, or rights thereto;

(d) liens in respect of judgments, decrees or awards against the Landlord (i) with respect to which an appeal or other proceeding for review is currently being prosecuted in good faith and in respect of which a stay of execution pending such appeal or proceeding shall have been entered, or (ii) which are covered by insurance (in excess of any deductible amounts pursuant to Section 11); and

(e) other minor and immaterial liens, encumbrances or charges which do not and will not interfere with the use of a Leased Property by the Landlord or the Tenant in the normal conduct of their respective businesses.

Substantial Damage: damage to a Leased Property, or any portion thereof, so as to make such Leased Property, or any portion thereof, no longer useful in the business of Tenant or that of its sub-lessee, if any, at the time of such damage. In the event that there shall be any dispute as to whether any particular damage to such Leased Property constitutes Substantial Damage, then the Landlord and

the Tenant shall select a person, firm or corporation engaged in the business of appraising real estate in the general area of the location of such Leased Property and the appraiser so selected shall determine whether such damage constitutes Substantial Damage and, within 15 days after his appointment shall deliver copies of his determination to the Landlord, the Tenant and the Trustee, whereupon such determination shall become conclusive and binding upon the Landlord, the Tenant and the Trustee. If within 15 days of a request by the Landlord to select an appraiser the Landlord and the Tenant have not mutually agreed upon the selection of an appraiser, the Landlord or the Tenant may request any court of competent jurisdiction to select a company, firm or corporation engaged in the business of appraising real estate in the general area of the location of the respective Leased Property on behalf of the Landlord and the Tenant. All fees and other expenses relating to such determination shall be paid by the Tenant upon demand as additional rent hereunder.

Taking: the taking of title to all or any part of a Leased Property, or the taking of all or any part of a Leased Property for temporary use or occupancy for a period exceeding 90 days, in each case as a result of the exercise of the right of condemnation or eminent domain.

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The Tenant: S and A Leasing Corp., a Delaware corporation, and subject to Section 23, its successors and assigns.

The Trustee: The Bank of New York and Sheldon Harrison, as Trustees under the Indenture, or any successor or successors of either of them, as Trustees under the Indenture.

Unavoidable Delays: delays due to strikes, acts of God, or the public enemy, governmental restrictions, civil commotion, fire, casualty or other causes, similar or dissimilar, beyond the control of the Tenant.

35. Notices, etc. All notices, demands, requests, consents, approvals and other communications under this Lease shall be in writing, and shall be deemed to have been properly given if sent by registered or certified mail, postage prepaid, as follows: (i) if to the Tenant, addressed to it at 3505 Turtle Creek Boulevard, Dallas, Texas 75219, or at such other address as the Tenant from time to time may have designated by written notice to the Landlord and to the Trustee, (ii) if to the Landlord, addressed to it at 306 South State Street, Dover, Delaware, or at such other address as the Landlord from time to time may have designated by written notice to the Tenant and to the Trustee, with a copy to the Trustee, and (iii) if to the Trustee, to The Bank of New York at 90 Washington Street, New York, N.Y. 10015, attention of Joseph F. Kinney, or at such other address as the Trustee from time to time may have designated by written notice to the Tenant and to the Landlord.

36. Recording and Filing. The Tenant will record and/or file and re-record and/or re-file this Lease and any assignment by the Landlord of any rents or moneys payable hereunder or of any other rights hereunder, to the Trustee and such other instruments or documents relating to this Lease and/or to any such assignment, in each jurisdiction in which a Leased Property, or part thereof, is located and/or where such recording or filing is required as and to the extent required by law in order fully to maintain, preserve and protect the validity and enforceability of this Lease and any such assignment and the rights created or intended to be created thereby. To the extent that it is stated in an opinion of counsel selected by the Tenant and acceptable to the Landlord, delivered to the Landlord and the Trustee, that the requirements of this Sub-section have been satisfied by the use of appropriate short forms of instruments, documents or papers referred to above, such short forms may be so employed.

37. Miscellaneous.

(a) If any provision of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby.

(b) Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

(c) All rentals and other payments required to be paid by the Tenant to the Landlord under any provision of this Lease shall be payable at such place or places as the Landlord may direct in writing. If any rental or other payment required to be paid by the Tenant to the Landlord under any provision of this Lease becomes due and payable on a Saturday, Sunday or public holiday under the laws of the State of New York, the maturity thereof shall be extended to the next succeeding full business day.

(d) It is the intention of the Tenant and the Landlord, and such parties do hereby agree, that to the extent permitted by law, all of the obligations of the Tenant and the Landlord under the terms of this Lease shall be governed by and construed under the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective officers

thereunto duly authorized as of the day and year first above written.

SARA CORPORATION, Landlord

[Corporate Seal]

By _____
Vice President

Attest:

_____
Asst Secretary

Signed, sealed and delivered
in the presence of:

_____

_____

S AND A LEASING CORP., Tenant

[Corporate Seal]

By _____
Vice President

Attest:

_____
Secretary

Signed, sealed and delivered
in the presence of:

_____

_____

This Lease prepared by:

White & Case
14 Wall Street
New York, N.Y.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I Bruce M. Buck, a Notary Public in and for the County and State of New York, duly commissioned, qualified and acting, do hereby certify that Burdine Grael and Joseph E. Riccardi, to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and Assistant Secretary of SARA CORPORATION, a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of December 1, 1972, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at White Deer Lane, New Vernon, N.J. and at 373 Meadowbrook Ave., Ridgewood, N.J., respectively, and that they are Vice President and Assistant Secretary respectively, of SARA CORPORATION, the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledged to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such

officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for SARA CORPORATION on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said SARA CORPORATION.

Given under my hand and official seal in the County and State of New York, this 28th day of November, 1972.

Bruce M. Buck

BRUCE M. BUCK
Notary Public, State of New York
No. 31-5505476
Qualified in New York County
Term Expires March 30, 1974

[Notarial Seal]

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STATE OF ~~NEW YORK~~ Texas)
COUNTY OF ~~NEW YORK~~ Dallas) ss.:

I Dianne W. Thompson, a Notary Public in and for the County of ~~and~~ Dallas State of ~~New York~~ Texas, duly commissioned, qualified and acting, do hereby certify that Alan M. May and Thomas P. Barton, to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and Secretary of S AND A LEASING CORP., a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of December 1, 1972, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at 3601 Turtle Creek Blvd. Dallas, Texas and at 3825 Maplewood Dallas, Texas, respectively, and that they are Vice President and Secretary, respectively, of S AND A LEASING CORP., the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledged to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such officers and with full authority, voluntarily

executed, signed, sealed with the corporate seal, and delivered the said instrument for S AND A LEASING CORP. on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said S AND A LEASING CORP.

Given under my hand and official seal in the County of Dallas and State of ~~New York~~ Texas, this 24 day of November, 1972.

Dianne W. Thompson

[Notarial Seal]

My commission expires June 1, 1973

SCHEDULE A

I. Leased Properties Descriptions and Book Values Thereof

A. 8350 Arlington Expressway, Jacksonville, Duval County, Florida:

Part of Government Lot 4, Section 14, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of said Government Lot 4 with the Southerly line of The Jacksonville Expressway (State Road No. 10) as now established; thence South 64 degrees 05 minutes 10 seconds East, along said Southerly line of The Jacksonville Expressway, 272.56 feet to the point of beginning; thence continue along said Southerly line of The Jacksonville Expressway, South 64 degrees 05 minutes 10 seconds East, 200 feet; thence South 25 degrees 54 minutes 50 seconds West, 250 feet; thence North 64 degrees 05 minutes 10 seconds West, 200 feet; thence North 25 degrees 54 minutes 50 seconds East, 250 feet to the point of beginning.

Also a non-exclusive easement for the purpose of ingress and egress to and from the above described real property over and upon the following property:

Part of Government Lot 4, Section 14 and part of the Francis Richard Grant, Section 52, all in Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of said Government Lot 4 with the Southerly line of The Jacksonville Expressway (State Road No. 10) as now established; thence South 64 degrees 05 minutes 10 seconds East, along said Southerly line of The Jacksonville Expressway, 272.56 feet; thence South 25 degrees 54 minutes 50 seconds West, 230 feet to the point of beginning; thence continue South 25 degrees 54 minutes 50 seconds West, 20 feet; thence North 64 degrees 05 minutes 10 seconds West, 191.56 feet to the Easterly line of Century Street, County Road No. 977 (a 60 foot right of way); thence Northerly along a curve in said Easterly line of Century Street, said curve having a radius of 924.93 feet, an arc distance of 21.88 feet to a point in said Easterly line of Century Street that is North 64 degrees 05 minutes 10 seconds West, 200.44 feet from the point of beginning; thence South 64 degrees 05 minutes 10 seconds East, 200.44 feet to the point of beginning.

Book value at November 30, 1972: $411,264

B. 2150 North Lake Parkway, Tucker, DeKalb County, Georgia (Atlanta No. 3):

All that tract or parcel of land lying and being in Land Lot 210 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located on the northeastern side of Rockwood Road, 200 feet northwesterly as measured along the northeastern side of Rockwood Road from its intersection with the northwestern side of LaVista Road; and running thence north 15 degrees 06 minutes west along the northeastern right-of-way line of Rockwood Road, a distance of 144.7 feet to an iron pin; running thence north 72 degrees 04 minutes 14 seconds east, a distance of 230 feet to an iron pin; running thence south 1 degree 12 minutes 16 seconds east, a distance of 170.0 feet to an iron pin; running thence south 77 degrees 37 minutes west, a distance of 189.1 feet to an iron pin on the northeastern side of Rockwood Road and the point of beginning; according to plat of survey by David F. Sylvester, Registered Land Surveyor, dated June 26, 1971.

The above described property is the same as conveyed by Warranty Deed from Robert B. Holland, Jr., to Steak & Ale Realty Corporation, a Texas corporation, dated June 30, 1971, filed for record July 2, 1971, recorded in Deed Book 2665, page 1, in the office of the Clerk of the Superior Court, DeKalb County, Georgia.

Book value at November 30, 1972: $490,602

C. 2930 Ember Drive, Decatur, DeKalb County, Georgia (Atlanta No. 4):

All that tract or parcel of land lying and being in Land Lot 121 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at a right-of-way marker at the corner formed by the intersection of the easterly right-of-way line of Candler Road with the southerly right-of-way line of Interstate Highway No. 20; and running thence north 57 degrees 47 minutes 21 seconds east along the southerly right-of-way line of Interstate Highway No. 20, a distance of 297.45 feet to a right-of-way marker; running thence north 73 degrees 43 minutes 04 seconds east, a distance of 61.06 feet to a point;

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said point being the point of beginning; with the true point of beginning thus established, running thence south 14 degrees 14 minutes 0 seconds east, a distance of 320.54 feet to a point on the northerly right-of-way line of Durbin Drive (60-foot right-of-way); running thence north 87 degrees 25 minutes 35 seconds east, a distance of 153.16 feet to a point on the northerly right-of-way line of Durbin Drive; running thence north 14 degrees 14 minutes 0 seconds west, a distance of 356.86 feet to a point on the southerly right-of-way line of Interstate Highway No. 20; running thence south 73 degrees 43 minutes 04 seconds west along the southerly right-of-way line of Interstate Highway No. 20, a distance of 150.10 feet to the point of beginning; containing 1.166 acres, as shown on a plat of survey by Urban Engineers, Inc., Surveyors, dated January, 1971, revised March 16, 1972, May 11, 1972 and May 18, 1972.

Book value at November 30, 1972: $453,511

D. 4625 Maize Road, Columbus, Franklin County, Ohio:

Being part of Reserve "A" of Maize Meadows Subdivision as shown of record in Plat Book 29, page 46, Recorder's Office, Franklin County, Ohio. Also being part of a certain 2.5923 acre tract as conveyed to Shell Oil Company as recorded in Deed Book 3093, page 22, Franklin County, Ohio records and more particularly described as follows: Beginning at an iron pin at the Southeast corner of said Reserve "A", being also the Northeast corner of Lot 76 of said Subdivision. Thence South 88° 36' 00" West a distance of 117.00 feet along the South line of said Reserve "A" to an iron pin, being the Southeast corner of a certain 0.01 acre tract as conveyed to Ohio Fuel Gas Company as recorded in Deed Book 2232, page 135. Thence North 1° 00' 00" West a distance of 20.00 feet to an iron pin at the Northeast corner of said 0.01 acre tract. Thence South 88° 36' 00" West a distance of 18.00 feet to an iron pin at the Northwest corner of said 0.01 acre tract. Thence South 1° 00' 00" East a distance of 20.00 feet to an iron pin at the Southwest corner of said 0.01 acre tract. Thence South 88° 36' 00" West a distance of 125.00 feet along the South line of said Reserve "A" to an iron pin at the Southwest corner of said Reserve "A" (Northwest corner of Lot 77 of said Subdivision). Thence North 1° 00' 00" West a distance of 211.45 feet along the West line of said Reserve "A", East line of Emslie Drive (50' wide) to an iron pin. Thence North 88° 33' 30" East across said Reserve "A", a distance of 260.00 feet to an iron pin on the East line of said Reserve "A", West line of Maize Road. Thence South 1° 00' 00" East along the East line of said Reserve "A", West

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line of Maize Road, a distance of 211.64 feet to place of beginning, containing 1.2543 acres,

together with all and singular the rights and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way;

TOGETHER WITH a perpetual Easement (hereinafter "Sign Easement") for the exclusive use and benefit of Grantee, its successors and assigns for the express purpose of constructing, maintaining, replacing and removing, at Grantee's sole cost and expense, such identification sign as is lawfully permissible within the six (6) foot by twelve (12) foot parcel of land at the northeasternmost extremity of the following described premises and, as to those premises in their entirety, the further right to install underground electrical conduit for the purpose of supplying electrical power to such sign:

Situated in the County of Franklin, State of Ohio, City of Columbus. Being part of Reserve "A" of Maize Meadows Subdivision as shown of record in Plat Book 29, page 46, Recorder's Office, Franklin County, Ohio. Also being part of lands as conveyed to Shell Oil Company as recorded in Deed Book 3093, page 22 Franklin County, Ohio records and more particularly described as follows: Beginning at an iron pin on the West line of Maize Road at a point being 107.00 feet South, measured at right angle to the present centerline of Morse Road. Said point of beginning being Station $\frac{84+04.36}{107.00 \text{ Rt.}}$ of the State of Ohio Highway Department widening plans (year 1963) of Morse Road. Thence South 1° 00' 00" East along the West line of Maize Road (East line of said Reserve "A") a distance of 208.00 feet to an iron pin. Thence South 88° 33' 30" West a distance of 5.00 feet to a point. Thence North 1° 00' 00" West, parallel to and 5.00 feet distant at right angle to the West line of Maize Road, East line of Reserve "A", a distance of 196.00 feet to a point. Thence South 88° 33' 30" West a distance of 1.00 foot to a point. Thence North 1° 00' 00" West, parallel to and 6.00 feet distant from the West line of Maize Road, East line of Reserve "A", a distance of 12.00 feet to a point. Thence North 88° 33' 30" East a distance of 6.00 feet to place of beginning.

Book value at November 30, 1972: $473,438

E. 10718 I-45 North, Houston, Harris County, Texas (Houston 206):

A 1.4403 acre tract of land situated in the Simon Contreras Survey, A-220, Harris County, Texas, being part of and out of that certain tract of land containing 61.906 acres, more or less, conveyed by Westheimer Properties, Inc. to Airline Road Investors by deed dated February 25, 1969, and recorded in Volume 7547, Page 510, of the Deed Records of Harris County, Texas, such 1.4403 acre tract being described by metes and bounds as follows:

COMMENCING at an iron rod in the east right-of-way line of Interstate Highway 45 (300 feet wide), said rod being at the northwest corner of a 71.933 acre tract conveyed by Percy Selden et al to Westheimer Properties, Inc. by deed dated January 31, 1969, and recorded in Volume 7500, Page 481, of the Deed Records of Harris County, Texas;

THENCE, S 03° 56' 44" W, along the east right-of-way line of said Interstate Highway 45 and the west line of said 71.933 acre tract a distance of 2137.83 feet to the Place of Beginning;

THENCE, N 48° 56' 44" E a distance of 14.14 feet to a point for a corner;

THENCE, S 86° 03' 16" E a distance of 200.00 feet to a point for the northeast corner of the tract herein described;

THENCE, S 03° 56' 44" W a distance of 299.00 feet to a point for the southeast corner of the 1.4403 acre tract herein described;

THENCE, N 86° 03' 16" W a distance of 210.00 feet to a point for the southwest corner of the herein described 1.4403 acre tract in said easterly right-of-way line of Interstate Highway 45;

THENCE, N 03° 56' 44" E, along the east right-of-way line of said Interstate Highway 45 and west line of said 71.933 acre tract a distance of 289.00 feet to the Place of Beginning, and containing 1.4403 acres of land.

Book value at November 30, 1972 $436,090

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F. 2425 Mangum Road, Houston, Harris County, Texas (Houston 207):

Lots Ninety-Six (96) and Ninety-seven (97), of EUREKA ACRES, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 67 Map Records, Harris County, Texas; LESS, SAVE, AND EXCEPT:

(a) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 4141, Page 239 Deed Records, Harris County, Texas;

(b) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 6265, Page 518 Deed Records, Harris County, Texas;

(c) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 8486, Page 373 Deed Records, Harris County, Texas;

(d) That portion of Lot 97 taken by Condemnation Suit by the City of Houston, Cause No. 113,958, Harris County, Texas;

(e) That portion of Lot 97 taken by Condemnation Suit by the State of Texas, Cause No. 104,043, Harris County, Texas.

Book value at November 30, 1972: $465,193

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G. 1507 Austin Hwy., San Antonio, Bexar County, Texas:

BEING all of Lot 3, City Block 8712, in the City of San Antonio, Bexar County, Texas a part of the Gonifacia Rodriquez Survey, No. 131, Being more particularly described as follows:

BEGINNING at a point on the South ROW line of Eisenhower Rd. 822.13 feet West of the intersection of the South ROW line of Eisenhower Rd. and the Northwest ROW line of U.S. Highway No. 81 (Austin Highway);

THENCE South 439.90 feet to a point for corner in the Northwest ROW line of U.S. Highway 81 (Austin Highway);

THENCE S. 61°49' W., 268.07 feet along the Northwest ROW line of U.S. Highway 81 to a point for corner which is the intersection of the Northwest ROW line of U.S. Highway 81 and the Northeast ROW line of Harry Wurzbach Highway;

THENCE N. 28° 11' W., 134.90 feet along the northeast ROW line of Harry Wurzbach Highway to a point for angle;

THENCE N. 19° 59' W., 291.80 feet along the Northeast ROW line of Harry Wurzbach Highway to a point for corner;

THENCE N. 29° 55' E., 200.00 feet along the Northeast ROW line of Harry Wurzbach Highway to a point for corner which is the intersection of the Northeast ROW line of Harry Wurzbach Highway and the South ROW line of Eisenhower Rd.;

THENCE East 300.00 feet along the South ROW line of Eisenhower Rd. to the place of beginning and containing 173,533.12 Sq. Ft. or 3.984 acres of land.

Book value at November 30, 1972: $433,530

H. 315 I-10 N., Beaumont, Jefferson County, Texas:

Situated in Jefferson County, Texas, and being the South 109.97 feet, more or less, of Lots Numbers Eleven (11) to Twenty-two (22), both inclusive, in Block Number Twenty-six (26); the South 109.97 feet, more or less, of that portion of Lot Number Eleven (11), in Block Number Twenty-seven (27), lying between Interstate Highway No. 10 and what was formerly 17th Street (now abandoned and closed by ordinance of the City of Beaumont); all of said lots being in the JARRETT ADDITION to the City of Beaumont, Jefferson

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County, Texas, according to the map or plat of said addition of record in the office of the County Clerk of Jefferson County, Texas; also the intervening portion of said 17th Street (now abandoned); all more fully described by metes and bounds in the deed from Charles A. Howell and John P. Howell to Sixty Seven Properties, recorded in Volume 1605, Page 113, of the Deed Records; and being described by metes and bounds from recent survey as follows, to-wit: Being a tract of land out of Lots 11 through 22, Block 26, Jarrett Addition to the City of Beaumont, a portion of 17th Street, abandoned July 19, 1961 and a portion of Lot 11, Block 27 and being more fully described as follows:

BEGINNING at the Southwest corner of Block 26 of the Jarrett Addition to the City of Beaumont, Texas, same being the North line of Liberty Avenue and East line of 18th Street, an iron rod for corner;

THENCE East, along and with the North line of said Liberty Avenue 365.30 feet to the West right-of-way line interstate Highway 10, an iron rod for corner;

THENCE North 01 degrees 23 minutes East along and with the said West right-of-way line of Interstate Highway 10, at 110.00 feet an iron rod for corner;

THENCE West, 367.96 feet to the West line of Block 26 same being East line of 18th Street, an iron rod for corner;

THENCE South along and with the West line of Block 26 and East line of 18th Street, 109.97 feet to the PLACE OF BEGINNING, and containing 0.924 acres of land, more or less.

Book value at November 30, 1972: $336,372

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II. Purchase Prices

The Capitalized Cost of a Leased Property (or a substitute therefor) as of any date is the book value of such Leased Property as shown on Part I of this Schedule A.

The Capitalized Costs of the Leased Properties as of any date is the aggregate book value of all of the Leased Properties as shown on Part I of this Schedule A less the Capitalized Cost of any Leased Property or Leased Properties (or a substitute therefor) which theretofore have been conveyed by the Landlord to the Tenant pursuant to the Lease.

The purchase price of a Leased Property or Leased Properties, as the case may be, purchased under any of the terms of this Lease, shall be the applicable amount set forth below:

A. If purchased pursuant to Section 24(a):

Purchased During Quarter-Annual Period Immediately Following the Following Dates (each herein referred to as a "Quarterly Date")	Purchase Price* Expressed as a Percentage of the Capitalized Costs of the Leased Properties
February 1, 1973**	100.000
May 1, 1973	99.571
August 1, 1973	99.132
November 1, 1973	98.683
February 1, 1974	98.223
May 1, 1974	97.752
August 1, 1974	97.270
November 1, 1974	96.776
February 1, 1975	96.271
May 1, 1975	95.753
August 1, 1975	95.224
November 1, 1975	94.682
February 1, 1976	94.126
May 1, 1976	93.558
August 1, 1976	92.976
November 1, 1976	92.381
February 1, 1977	91.771

* Plus interest thereon from the immediately preceding Quarterly Date to the date fixed for purchase at the rate of 9 1/2% per annum.

** Also including period prior to February 1, 1973.

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Purchased During Quarter-Annual Period Immediately Following the Following Dates (each herein referred to as a "Quarterly Date")	Purchase Price* Expressed as a Percentage of the Capitalized Costs of the Leased Properties
May 1, 1977	91.147
August 1, 1977	90.508
November 1, 1977	89.854
February 1, 1978	89.184
May 1, 1978	88.498
August 1, 1978	87.796
November 1, 1978	87.078
February 1, 1979	86.342
May 1, 1979	85.589
August 1, 1979	84.818
November 1, 1979	84.028
February 1, 1980	83.220
May 1, 1980	82.393
August 1, 1980	81.546
November 1, 1980	80.679
February 1, 1981	79.791
May 1, 1981	78.882
August 1, 1981	77.952
November 1, 1981	77.000
February 1, 1982	76.025
May 1, 1982	75.027
August 1, 1982	74.005
November 1, 1982	72.959
February 1, 1983	71.888
May 1, 1983	70.791
August 1, 1983	69.669
November 1, 1983	68.520
February 1, 1984	67.343
May 1, 1984	66.139
August 1, 1984	64.906
November 1, 1984	63.643
February 1, 1985	62.351
May 1, 1985	61.028
August 1, 1985	59.674
November 1, 1985	58.287
February 1, 1986	56.868
May 1, 1986	55.415
August 1, 1986	53.927
November 1, 1986	52.404
February 1, 1987	50.845
May 1, 1987	49.249

* Plus interest thereon from the immediately preceding Quarterly Date to the date fixed for purchase at the rate of 9 1/2% per annum.

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Purchased During Quarter-Annual Period Immediately Following the Following Dates (each herein referred to as a "Quarterly Date")	Purchase Price* Expressed as a Percentage of the Capitalized Costs of the Leased Properties
August 1, 1987	47.615
November 1, 1987	45.942
February 1, 1988	44.229
May 1, 1988	42.476
August 1, 1988	40.681
November 1, 1988	38.843
February 1, 1989	36.962
May 1, 1989	35.036
August 1, 1989	33.064
November 1, 1989	31.046
February 1, 1990	28.979
May 1, 1990	26.864
August 1, 1990	24.698
November 1, 1990	22.481
February 1, 1991	20.211
May 1, 1991	17.887
August 1, 1991	15.508
November 1, 1991	13.073
February 1, 1992	10.579
May 1, 1992	8.027
August 1, 1992	5.414
November 1, 1992	2.739

B. If purchased pursuant to Section 17, 18 or 29(a)(3): the purchase price is determined by multiplying (i) the applicable Purchase Price computed in accordance with Part IIA of this Schedule A by (ii) a fraction, the numerator of which shall be the Capitalized Cost of such Leased Property as shown on Part I of this Schedule A (or, in the case of a Leased Property which has been conveyed to the Landlord as a substitute for another Leased Property, the Capitalized Cost of the Leased Property for which a substitution has been made) and the denominator of which shall be the Capitalized Costs of the Leased Properties as shown on Part I of this Schedule A hereto reduced by the Capitalized Cost of those Leased Properties which have been theretofore conveyed by the Landlord to the Tenant.

C. If purchased pursuant to Section 29(a)(4):

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* Plus interest thereon from the immediately preceding Quarterly Date to the date fixed for purchase at the rate of 9 1/2% per annum.

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Purchased During The Twelve Months** Commencing November 1	Purchase Price* Expressed as a Percentage of the Capitalized Costs of the Leased Properties
1982	104.50
1983	104.00
1984	103.50
1985	103.00
1986	102.50
1987	102.00
1988	101.50
1989	101.00
1990	100.50
1991	100.00

* Plus interest thereon from the immediately preceding November 1 to the date fixed for purchase at the rate of 9 1/2% per annum.

** Fifteen months as to the period commencing November 1, 1991.

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SCHEDULE B

I. Initial Rent

The Initial Rent payment shall be $50,947.57

II. Basic Rent

Each Basic Rent payment shall be $98,132.17

COMMONWEALTH TRUST
DOCUMENT FILE
A/C No.
FOLDER
DOC No. 27(72)

EXHIBIT B

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into as of this 1st day of September, 1973, by and between Sara Corporation, a Delaware corporation having its principal place of business at 229 South State Street, Dover, Delaware (the "Landlord"), and S and A Leasing Corp., a Delaware corporation having its principal place of business at 12890 Hillcrest Road, P. O. Box 22102, Dallas, Texas 75222 (the "Tenant");

WITNESSETH:

WHEREAS, the Landlord and the Tenant have heretofore entered into a Lease Agreement dated as of December 1, 1972 (the "Lease"), pursuant to which Landlord leased to the Tenant, and the Tenant leased from the Landlord, certain real property more particularly described therein as the "Leased Properties"; and

WHEREAS, the Lease has been duly filed for record on the dates and at the locations set forth in Exhibit A hereto, and reference is made to the Lease and recordation thereof for all purposes; and

WHEREAS, the Landlord and the Tenant have agreed and desire to amend the Lease to make the corrections hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of

other good and valuable consideration, the parties hereto agree that the Lease is hereby amended as follows:

1. Section 11 is hereby amended by adding the following sentence at the end thereof:

> "The Tenant will deliver to the Company within 120 days after the close of each fiscal year of the Tenant, beginning with its fiscal year first ending after the date hereof, and after any request therefor from the Company, a certificate signed by a principal officer of the Tenant listing the policies of insurance carried by it (all of such policies being held by the Tenant) as required by the provisions of this Section 11, the names of the insurers issuing such insurance, the amounts and expiration date or dates of such insurance and the risks covered thereby and stating that such insurance complies with this Section 11."

2. Section 29(d) is hereby amended by deleting the words "special warranty" in the second line on page 39 and by substituting the word "a" therefor, and by inserting the following after the word "Landlord" in the third line on page 39:

> "that it has not conveyed title to the Leased Property or Leased Properties to any third party subsequent to the date hereof and"

3. Section 33(b) is hereby amended by deleting the word "modification" in the third line from the bottom on page 42 and by substituting the word "reduction" therefor.

4. The Lease is hereby supplemented by adding a new Section 83A which shall read in its entirety as follows:

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"33A. No Merger of Title. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of the Leased Properties or any part thereof by reason of the fact that the same corporation, firm or other entity may acquire or own or hold, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate, and (b) the fee estate in or ownership of the Leased Property or any part thereof or any interest in such fee estate or ownership, and no such merger shall occur unless and until all corporations, firms and other entities having any interest in (x) this Lease or the leasehold estate created by this Lease and (y) the fee estate in or ownership of the Leased Properties or any part thereof, including each Assignee, shall join in a written instrument effecting such merger and shall duly record the same."

5. Section 36 is hereby amended by inserting the phrase "to publish notice of and" in the ninth line on page 49 after the word "fully", and by adding the following sentence at the end of said section:

"The Tenant will comply or cause to be complied with all obligations of the Landlord under Section 3.05(b) of the Indenture."

6. Paragraph IIC of Schedule A of the Lease is amended by deleting the caption "Purchase Price* Expressed as a Percentage of the Capitalized Costs of the Leased Properties" over the second column on page 12 thereof and by substituting the caption "Purchase Price* Expressed as a Percentage of the Purchase Price of the Leased Properties Calculated for Such Date Pursuant to Paragraph IIA of this Schedule A".

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7. Except as hereby specifically amended, the Lease is in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease Agreement to be duly executed by the respective officers thereunto duly authorized as of the date and year first above written.

SARA CORPORATION, Landlord

[Corporate Seal]

ATTEST:

By _____
President

By _____
Secretary

Signed, sealed and delivered in the presence of

_____

_____

S AND A LEASING CORP., Tenant

[Corporate Seal]

ATTEST:

By _____
Vice President

By _____
Secretary

Signed, sealed and delivered in the presence of

_____

_____

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I, Wendy McDowell, a Notary Public in and for the County and State of New York, duly commissioned, qualified and acting, do hereby certify that Berdine Groel and [illegible], to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and _____ Secretary of SARA CORPORATION, a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of September 1, 1973, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at White Deer Lane [illegible], New Jersey 07976 and at No. Hempstead Tpk., Laurel Hollow, N. Y. 11791, respectively, and that they are Vice President and Assistant Secretary respectively, of SARA CORPORATION, the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledged to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for SARA CORPORATION on this day for and as the free and voluntary act and

deed, for the uses, purposes and consideration therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowleged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said SARA CORPORATION.

Given under my hand and official seal in the County and State of New York, this 7th day of April, 1975.

Wendy D. McDowell

[Notarial Seal]

WENDY S. MCDOWELL
Notary Public, State of New York
No. [illegible]
Qualified in [illegible] County
Commission Expires March 30, 1976

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

I, Susan H. Hudgins, a Notary Public in and for the County of Dallas and State of Texas, duly commissioned, qualified and acting, do hereby certify that ALAN M. MAY and THOMAS P. BARTON, to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and Secretary of S AND A LEASING CORP., a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of September 1, 1973, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at 3601 Turtle Creek Blvd., Dallas, Texas and at 3825 Maplewood, Dallas, Texas, respectively, of S AND A LEASING CORP., the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledged to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for S AND A LEASING CORP. on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said

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instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said S AND A LEASING CORP.

Given under my hand and official seal in the County of Dallas and State of Texas, this 5th day of March 1975.

Susan H. Anderson

Commission expires June 1, 1975

[Notarial Seal]

EXHIBIT A

LEASE FILING INFORMATION

PROPERTY	DATE FILED	PLACE FILED	FILING REFERENCE
Atlanta 3	11/30/72	Dekalb County, Ga.	Book 2920, Page 322
Atlanta 4	11/30/72	Dekalb County, Ga.	Book 2920, Page 322
Jacksonville	12/01/72	Duval County, Fla.	72-78304
Beaumont	11/30/72	Jefferson County, Fla.	Book 1759, Page 312
Houston 206	12/01/72	Harris County, Texas	D-751217
Houston 207	12/01/72	Harris County, Texas	D-751217
San Antonio 2	12/01/72	Bexar County, Texas	Book 6947, Page 680
Columbus	12/01/72	Franklin County, Ohio	11722

EXHIBIT C

All that piece or parcel of land located in the City of Winston-Salem, County of Forsyth and State of North Carolina.

BEGINNING at an iron stake, being the intersection of the East right of way line of Bethesda Road in the South right of way of the Southern Railway; running thence with the Southern Railway right of way, North 53°07' East 52.06 feet otoan iron stake; continuing thence North 53°31' East 93.94 feet to an iron stake; running thence South 36°07'13" East 144.26 feet to an iron stake; running thence North 83°01' East 26.87 feet to an iron stake; running thence South 06°59' East 71.21 feet to an iron stake; running thence South 83°01' West 224.00 feet to an iron stake in the East right of way line of Bethesda Road; running thence with the east right of way line of Bethesda Road, North 06°59' West 125.00 feet to the point and place of beginning, containing 31,800 square feet, more or less, and being in accordance with a survey by John G. Bane, Registered Land Surveyor; being a portion of the property described in Deed Book 970 at Page 296, Forsyth County Registry.

SUBJECT TO current taxes and assessments not delinquent and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record.