

#### **FOURTH AMENDMENT TO LEASE AGREEMENT AND FOURTH EXTENSION OF TERM**

WHEREAS, by lease dated January 26, 2007, as amended by (i) First Amendment of Lease Extension dated October 14, 2013, (ii) Second Amendment of Lease Extension dated October 17, 2016 and (iii) Third Amendment of Lease Agreement and Extension of Term dated August 30, 2018 (said lease, as amended the "**Lease**"), Landlord leased to Tenant all those certain premises owned by Landlord situated in the [REDACTED] known and designated as space number C-3 (the "**Premises**"), also known as GameStop store #4308, for a term of years upon certain terms and conditions as set forth in the Lease;

WHEREAS, the Lease to expired on January 31, 2020;

WHEREAS, due to the COVID-19 pandemic currently affecting the communities in and around the area where the Building is located (the "**Health Crisis**"), the parties hereto are desirous of amending the Lease in accordance with the terms hereof; and

WHEREAS, the parties hereto are desirous of amending and extending the Lease in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Lease is amended, as follows:

1. **TERM.** Effective as of the date hereof (the "**Effective Date**"), the Term of the Lease is hereby extended for a period of twenty-four (24) months (the "**Fourth Extension Term**") commencing retroactively on February 1, 2020, the date immediately succeeding the present expiration date, and ending on January 31, 2022, unless the Lease is sooner terminated pursuant to the provisions thereof. During the Fourth Extension Term, except as expressly provided for herein, all of the terms, conditions and provisions of the Lease (unless otherwise modified herein) shall be applicable and shall continue in full force and effect and the utilities charges (if any) and all other charges, rates and other sums payable by Tenant under the Lease shall be payable in the same manner and, if applicable, at the same rate per annum, as described in the Lease for the calendar month immediately preceding the original expiration date, for ease of reference such rent is referred to as Gross Rent and Percentage Rent as set forth at Paragraph 2 below, provided that any annual or other periodic adjustment of Rent or other charges set forth in the Lease shall continue during the Fourth Extension Term as if said Fourth Extension Term was part of the original Term.

In the event the Fourth Extension Term terminates prior to the last day of any relevant time period set forth in the Lease, any amounts due and payable with respect to such time periods shall be appropriately prorated (based on Landlord's reasonable estimates thereof if the amounts cannot be finally determined) and such amounts shall be due and payable within thirty (30) days after the effective date of any such termination of the Fourth Extension Term, provided that Tenant shall remain liable for any year-end adjustments that have not been determined and/or billed on the last day of the Fourth Extension Term which shall be paid to Landlord within thirty (30) days after the same have been billed to Tenant.

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2. GROSS RENT.

(a) During the Fourth Extension Term, in lieu of Minimum Rent, the Tax Charge, CAM Charge and the Merchants Association Dues (collectively, the "**Original Rent**"), Tenant shall pay to Landlord gross rent ("**Gross Rent**") equal to \$50,000.00 per annum (\$4,166.67 monthly) which shall be due and payable on the first day of each month during the Fourth Extension Term.

(b) During the Fourth Extension Term, Tenant's Percentage Rent Break Point shall equal \$1,200,000.00 and the Percentage shall be 6%. Percentage Rent shall be payable pursuant to the terms of the Lease.

(c) During the Fourth Extension Term, Landlord shall have the absolute right to apply and/or allocate any portion, or no portion, of Gross Rent toward costs associated with (i) the operation, management, administration, maintenance, equipment, repair and replacement of the Common Area, (ii) real estate taxes, (iii) insurance and (iv) any other Additional Rent.

3. DEFERRAL PERIOD.

(a) Notwithstanding anything contained in the Lease to the contrary, during the period commencing, retroactively, on April 1, 2020 and continuing through May 31, 2020 (the "**Deferral Period**"), Gross Rent shall be deferred in a total amount equal to \$8,333.34 in the aggregate (the "**Deferred Rent**"). During the Deferral Period, only the Deferred Rent shall be deferred, and all other costs and charges specified in the Lease as Additional Rent shall remain as due and payable pursuant to the Lease. Commencing on the day immediately following the last day of the Deferral Period, Gross Rent shall again be due and payable to Landlord under the terms of the Lease.

(b) Commencing, retroactively, on July 1, 2020 and continuing through and including December 31, 2020 (the "**Repayment Period**"), in addition to Gross Rent and Additional Rent due and owing under the Lease, Tenant shall repay the Deferred Rent to Landlord over a period of six (6) consecutive months in equal monthly payments of \$1,388.89 (each, a "**Rent Repayment**"). Each Rent Repayment shall be paid to Landlord together with Gross Rent on the first day of each month during the Repayment Period.

(c) Notwithstanding anything to the contrary contained herein, if, at any time during the Deferral Period, either (i) Tenant is in default under any of the terms or conditions of the Lease beyond the applicable notice and cure period or (ii) there is an assignment, pledge or hypothecation of the Lease, or other transfer of all or any part of Tenant's interest in the Lease or in the Premises (including, without limitation, any change in control of Tenant with or without Landlord's consent), the Deferral Period shall end on the date immediately preceding the effective date of such assignment, pledge, hypothecation, sublease, transfer or the date of such default, whichever is applicable, the repayment terms of Section 3(b) above shall no longer be in effect, and the then-accrued Deferred Rent shall become immediately due and payable to Landlord.

4. LANDLORD'S ADDRESS FOR NOTICES. Effective as of the date hereof, the Landlord's Address for notices set forth in the Fundamental Lease Provisions of the Lease shall be deleted and replaced with the following:

[REDACTED]  
KeyBank Real Estate  
c/o Michael O'Hanlon  
8117 Preston Road, Suite 400  
Dallas, Texas 75225

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With a copy to:



With a copy to:



5. ADDRESS FOR PAYMENT OF RENT. Effective as of the date hereof, Tenant shall submit its payment for Rent to the addresses below:



For overnight deliveries, please use the following address:



6. OFAC COMPLIANCE. Tenant represents that: (A) it is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, without limitation, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended ("**Executive Order 13224**")), or other governmental action and is not, and shall not, engage in any dealings or transactions or otherwise be associated with such persons or entities; and (B) it is not acting, nor shall it act, directly or indirectly, for or on behalf of any person, group, entity or nation with whom Landlord is restricted from doing business under the regulations of OFAC (including, but not limited to, Executive Order 13224) or other governmental action and is not and shall not engage in any dealings or transactions, employ or otherwise be associated, with such person, group, entity or nation.

7. CONDITION OF PREMISES. Tenant has had continuous possession of the Premises, and such possession shall be conclusive evidence that Tenant is deemed to have (i) inspected the Premises; (ii) accepted the Premises "AS IS" with no representation or warranty by or on behalf of Landlord as to the condition or suitability of the Premises or of the Center for Tenant's proposed improvements thereto or use thereof; and (iii) agreed that Landlord has no obligation to improve or repair the Premises or the Center unless said obligation is specifically set forth in this Lease.

8. CONFIDENTIALITY. It is agreed and understood that Tenant may acknowledge only the existence of an agreement between Landlord and Tenant pertaining to the Lease, and that Tenant may not disclose any of the terms and provisions contained in this Amendment to any tenant or other occupant in the Center or to any agent, employee, subtenant or assignee of such tenant or occupant. Tenant acknowledges that any breach by Tenant of this Paragraph 8 shall cause Landlord irreparable harm. The

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terms and provisions of this Paragraph 8 shall survive the termination of the Lease (whether by lapse of time or otherwise).

9. PANDEMIC ISSUES. Notwithstanding anything to the contrary contained herein or in the Lease, Landlord and Tenant acknowledge and agree that in connection with Health Crisis and the related governmental or quasi-governmental orders, directives or responses and/or future orders, directives or responses relating thereto (as the same may be amended or extended) (the "**Pandemic Restrictions**"), some tenants under leases may argue one or more of the following: (a) that such Pandemic Restrictions constitute a constructive eviction, in whole or in part, or are a violation of the covenant of quiet enjoyment, (b) that such Pandemic Restrictions frustrate the purpose of the Lease or render performance under the Lease impossible or impractical or entitle Tenant to an abatement or diminution of rent, or (c) such Pandemic Restrictions impose liability upon the Landlord or its agents by reason of inconvenience or annoyance to such Tenant or injury to or interruption of Tenant's business or otherwise in connection with a closure of the shopping center or otherwise (any such argument or arguments specifically relating to the Pandemic Restrictions are hereinafter collectively referred to as "**Pandemic Defenses**"). Tenant hereby agrees that, as an inducement for Landlord to enter into this Amendment and grant the Deferred Rent as set forth herein, Tenant (i) releases Landlord from, and waives any current or future Pandemic Defenses that Tenant may have against Landlord arising during the period commencing on April 1, 2020 and ending on the last day of the Repayment Period (the "**Waiver Period**"), and (ii) agrees not to bring or raise any claims based on any Pandemic Defenses against Landlord arising during the Waiver Period.

10. DEFINITIONS. Any term which is capitalized, but not defined in this Amendment, which is capitalized and defined in the Lease shall have the same meaning for purposes of this Amendment as it has for purposes of the Lease.

11. CONFLICT OF PROVISIONS. In the event of any conflict between the Lease and this Amendment, the terms, conditions and provisions of the latter shall govern. However, except as herein expressly amended, all of the terms, covenants, conditions and provisions of the Lease shall continue in full force and effect.

12. NO OPTION. The submission of this Amendment for examination or execution by Tenant does not constitute a reservation of or option for the Premises and this Amendment shall not become effective as an Amendment until it has been executed by Landlord and delivered to Tenant.

13. BROKER. Tenant hereby represents to Landlord that Tenant has dealt with no broker in connection with this Amendment. Tenant agrees to indemnify and hold Landlord, its members, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented Tenant in connection with this Amendment. Landlord hereby represents to Tenant that Landlord has dealt with no broker in connection with this Amendment. Landlord agrees to indemnify and hold Tenant, its members, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented Landlord in connection with this Amendment.

14. AUTHORITY OF TENANT. If Tenant executes this Amendment as a limited liability company, partnership or corporation, then Tenant and the persons and/or entities executing this Amendment on behalf of Tenant represent and warrant that: (a) Tenant is a duly organized and validly existing limited liability company, partnership or corporation, as the case may be, and is qualified to do business in the state in which the Building is located; (b) such persons and/or entities executing this are duly authorized to execute and deliver this Amendment on Tenant's behalf in accordance with the Tenant's partnership or operating agreement (if Tenant is a partnership or limited liability company, respectively), or a duly adopted resolution of Tenant's board of directors and the Tenant's by-laws (if Tenant is a corporation); and (c) this Amendment is binding upon Tenant in accordance with its terms.

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11/11/2020

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Concurrently with Tenant's execution and delivery of this Amendment to Landlord and/or at any time during the Term within ten (10) days of Landlord's request, Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such qualification, organization, existence and authorization.

15. COUNTERPARTS. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. The parties acknowledge and agree that they intend to conduct this transaction by electronic means and that this Amendment may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature

16. SUCCESSORS. The provisions of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

17. TENANT'S REPRESENTATIONS. Tenant represents and warrants to Landlord that, (a) to the best of Tenant's knowledge, Landlord is not in default in the performance of any of its obligations under the Lease, (b) Tenant is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Landlord under the Lease, (c) Tenant is an entity duly organized under the laws of the State of Minnesota, and is authorized to do business in the State where the Center is located, (d) it holds the entire tenant interest in the Lease and that it has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest in the Lease and (e) the person executing this Amendment is duly authorized and empowered to bind Tenant to the terms of this Amendment. Tenant further acknowledges that, as of the date hereof, Tenant has no defense, offset, lien, claims or counterclaim against Landlord under the Lease or against the obligations of Tenant under the Lease (including, without limitation, any rentals or other charges due or to become due under the Lease)

18. MERGER. This Amendment contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be modified or terminated except in writing by all parties hereto.

19. ATTORNEYS' FEES. In the event that at any time after the date hereof either Landlord or Tenant shall institute any action or proceeding against the other(s) relating to this Amendment, then and in that event, the party(ies) not prevailing in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party.

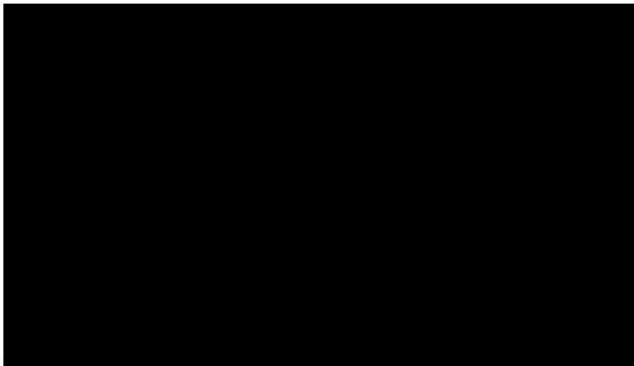
20. ENTIRE AGREEMENT. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein and there have been no additional oral or written representations or agreements. Under no circumstances shall Tenant be entitled to any Rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease, unless specifically set forth in this Amendment

//////signature page to follow////

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Landlord and Tenant have executed this Amendment, intending to be legally bound hereby, as of the day and year first above written.

**LANDLORD:**



**TENANT:**

**GAMESTOP, INC.,**  
a Minnesota corporation

By: \_\_\_\_\_

Name: Kim Ellis *(CP)*  
Title: SVP of Real Estate and Development

11.19.2020

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GameStop (4th Amend-Extend) SSM  
11/11/2020

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