

## ATTACHMENT A

- Management Fee:
  - 5% (inclusive of a 1% fee due MEC) of all collected rental income for the project including, but not limited to, base rent, percentage rent, license fees, concession fees, specialty leasing income and retail merchandising unit income; provided, however, the calculation of such Management Fee shall exclude all items of income constituting tax, insurance and operating expense "pass throughs" (e.g. common area maintenance cost reimbursements, marketing and promotion funds, etc.), and any proceeds received from casualty insurance, including loss of rent insurance, sales, condemnation, financing, and any other "pass throughs" or fixed charges whether or not called "additional rent".
  
- Leasing Fee.
  - Leasing Fee shall be based upon each lease of retail space in the Shopping Center which is executed on or after the opening of the Initial Project based on the following schedule (it being clear that no Leasing Fee shall be payable under the Leasing Agreement and this Agreement with respect to the same tenant for the same lease):
    - Three Dollars (\$3.00) per square foot of GLA for any existing lease renewed by FCCM, whether by way of a renewal lease or a new lease with the same tenant (but excluding any renewal lease for an Anchor); and
    - Six Dollars (\$6.00) per square foot of GLA for any new lease for a tenant not then leasing space in the Shopping Center (but excluding any new lease with an Anchor).
    - Anchor Fee. Two Hundred Thousand Dollars (\$200,000.00) for each new Anchor in the Shopping Center. No Anchor Fee shall be paid for renewal of any existing Anchor lease. As used herein, the term "Anchor" shall mean a department store such as Macy's, Dillard's or any other comparable department store.
  
- Legal Services Fees. Payment for services performed by legal counsel who are employees of FCCM, or an affiliate of FCCM, as follows:
  - \$15,000 for each major tenant lease (10,000 sq. ft. or more);
  - \$ 5,000 for each restaurant lease;
  - \$ 2,500 for each in-line shop lease;
  - \$ 225 per hour for attorneys and \$135.00 per hour for paralegals for all other legal services performed on behalf of Owner, directly in respect of the Project.
  
- Tenant Coordination Fee:
  - For tenant coordination services, including, but not limited to, in-house architectural services to review and approve construction plans for retail and office tenants, FCCM shall be paid Three Thousand Five Hundred Dollars (\$3,500.00) for each retail and office tenant.

Commencing on each January 1<sup>st</sup>, the aforesated legal fees shall be adjusted annually by a percentage equal to the percentage increase in the Consumer Price Index ("CPI") for the preceding calendar year.

"Extraordinary Services" shall be deemed to mean any and all services that may be performed by FCCM hereunder other than the Management Services, and in lieu of retaining a third party who

would customarily perform such services. Extraordinary Services, in general, relate, without limitation, to circumstances such as major litigation, special construction requirements, technical services, real estate tax contests, supervision of any of the foregoing by FCCM's employees, etc., in which or for which FCCM might employ third parties such as lawyers, expert consultants or other specialized personnel. Owner recognizes that FCCM, as manager of shopping centers, maintains a staff of persons having particular experience, knowledge and skills in multiple aspects of shopping centers such as, but not limited to, an in-house legal department, an in-house real estate tax department, a tenant coordination department, etc., whose services could be purchased from third parties, and who may or may not regularly or routinely perform services as part of FCCM's personnel ("Non-Management Personnel"). Owner agrees that when circumstances occur that would normally and customarily require the performance of Extraordinary Services, and if Owner elects to use FCCM's Non-Management Personnel to perform such Extraordinary Services, either in connection with the supervision of third parties or in reference to the employment of third parties, that FCCM shall be entitled to payment by Owner for the actual costs and expenses incurred by FCCM's Non-Management Personnel in performing such preapproved Extraordinary Services, plus an administrative fee equal to fifteen percent (15%) of such costs and expenses (the "Extraordinary Fees").

Note:

1. Fees set forth above may be adjusted to reflect comparable market rate fees