**COMMERCIAL LEASE**

**Featured Drug Development Agreements**

BY THIS AGREEMENT, made this \_\_\_\_\_ day of January, 1995, between Cedar Street

Bridge Co., an Idaho limited partnership, and Sandpoint Real Estate

Development Partnership, an Idaho limited partnership, for itself and as

successor to Cedar Street Bridge Co., both having principal business offices

in Bonner County and a mailing address of 104 E. Pacific, Sandpoint, Idaho

83864-1496, hereinafter referred to as "Lessor," Gourmet, Inc., an Idaho

Corporation duly authorized to transact business in the State of Idaho, whose

address is 517 N. 4th Ave., Sandpoint, ID 83864, and who executes this lease

as an additional "Lessor" as to that property expressly designated herein as

belonging to said Corporation, and Coldwater Creek Inc., an Idaho corporation

with principal place of business at 1123 Lake Street, Sandpoint, Idaho,

herein referred to as "Lessee," Lessor rents to Lessee, and Lessee hires from

Lessor, for the uses herein described, the following demised premises in the

City of Sandpoint, State of Idaho, upon the following items and conditions:

SECTION ONE: DEMISE:

This instrument creates a sub-lease of real property, and a lease of certain

other property. Subject to the provisions on permitted and prohibited uses,

Lessee may sub-let or assign any portion of the demised premises, without

prior or additional consent of Lessor.

Lessor leases to Lessee the following real property in Sandpoint, Idaho,

together with all improvements, appurtenances, licenses, easements and rights

appertaining, in that developed property known as the "Cedar Street Bridge"

or "Cedar Street Bridge Public Market", including specifically all common

areas and facilities, signs, and rights to post signs, which property is more

particularly described as:

A tract of land located in the Southeast Quarter of the Northeast

Quarter of Section 22, Township 57 North, Range 2 West, and in

Government Lot 2 of Section 23, Township 57 North, Range 2 West, Boise

Meridian, Bonner County, Idaho described as follows:

Beginning at a point which is 80.0 feet East of the Southeast

corner of Lot 10, Block 15, Farmin's Addition, according to the plat

thereof, recorded in Book 1, page 155, records of Bonner County, Idaho;

thence South 80.0 feet; thence East to the Southwesterly right of way of

the Northern Pacific Railroad right of way in Government Lot 2 of said

Section 23; thence Northwesterly along said right of way to a point

which is East of the Point of Beginning; thence West to the Point of

Beginning.

The parties recognize that Lessor's estate in the foregoing realty arises by

virtue of a lease (hereafter "City Lease") which it holds with the City of

Sandpoint, dated

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October 6, 1982, recorded at Book 6 of Leases, Page 455 Records of Bonner

County, Idaho. This instrument is intended to vest in Lessee physical

possession of the entire estate created by the City Lease, and is subject to

paragraph 6 of said lease regarding access across Sand Creek, which provides:

Tenant's exclusive possession notwithstanding, during the term of this

lease, as extended, tenant shall maintain, during reasonable business

hours, at least ten (10.0) feet of access for public pedestrian travel

across Sand Creek. Further, but only to the extent permissible by

applicable safely regulations and considerations concerning vandalism,

loitering and the like, tenant shall keep open a four (4.0) foot wide

outside corridor, located along the south edge of the existing

structure, after reasonable business hours, as access to the Burlington

Northern depot. Said four foot access may be considered by tenant as

part of the ten foot access specified above, in the event applicable

safely regulations permit its use. All references to access and corridor

herein shall refer only to the same at ground level, and shall not

include any corridors or floors at other than "ground" level.

Said right of way may be interrupted from time to time when, in the

reasonable opinion of tenant, pedestrian travel is deemed hazardous.

Tenant agrees to consult with appropriate City officials prior to such

closure and to follow the reasonable guidance and advice given. However,

in no event shall the giving of such advice by deemed a participation by

the landlord in the risk of loss arising from injury on or to the leased

property.

Nothing contained herein shall be construed in derogation of such access.

Lessee has read and understands the provisions of the City Lease, and agrees

to do no act which violates the terms thereof. An uncured default of the

City Lease by either party shall constitute a default of this sub-lease.

Lessor represents that the City Lease sets forth all the material terms

between the City and Lessor, and Lessee relies upon such representation.

This demise also includes, to the extent not included in the City Lease:

a. That portion of the leasehold leased to Lessor by Burlington Northern

Railroad Company pursuant to lease # 244,712 depicted as areas E and C (and

designated in orange on attached exhibit A), together with such rights to the

use of the adjoining dumpster area on BN property as are now held or enjoyed

by Lessor. This lease does not include other of the property subject to said

railroad lease, nor are the duties and obligations of said lease assigned to,

or the responsibility of, Lessee. Lessor under this Lease remains responsible

for rents payable to B.N.R.R. and all other obligations of its Lease with

B.N.R.R.

b. The rights and interest, if any, to the use and occupation of Bonner

County

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property lying within the area depicted in yellow on Exhibit "A," however

arising.

c. The areas extending outward from the west side of the improvements to the

right of way for First Avenue, which area is sometimes called the "plaza."

d. Subject to the provisions of Idaho Code Title 23 Chapter 9, the existing

liquor license held by Gourmet, Inc., which is presently held for use in

conjunction with the leasehold, and as to which Gourmet, Inc. is the sole

Lessor, the parties intending that Lessee may operate pursuant to the

authority granted by such license(s). Annual license fees payable to the

State of Idaho shall be divided between the parties, except that in any

calendar year in which Lessee utilizes the license for sale of liquor to the

public, then Lessee shall be responsible for the entire license fee for that

year. Lessee shall do no act, nor suffer acts to be done, which cause or

could cause loss of such liquor license, and Gourmet, Inc. reserves the right

to take all steps reasonably necessary to insure the continuation of such

licensure.

Gourmet specifically authorizes Lessee to sell liquor by the drink on the

premises. Nevertheless, Lessee shall obtain and maintain liquor liability

insurance for all periods during which it is actually selling liquor pursuant

to said license, naming lessee and lessor as insureds as their interests may

appear.

e. The dock, and stairway leading to the dock, located on the east side of

Sand Creek, and the right to let, license or otherwise control enterprises

operating on Sand Creek from the bridge facility or dock, including but not

limited to canoe/kayak operations and food/refreshment operations, to the

extent that such operations have been, or can be, under the control of Lessor.

f. the right, though not the obligation, to use all signage on or associated

with the property, including the free standing "Cedar Street Public Market"

sign on the west side of the property.

g. non-exclusive use of the 4 foot wide outside corridor required by the

City Lease.

h. that personal property described on Exhibit B, attached hereto. Items

whose useful life as shown in said exhibit is less than the period of

possession by Lessee under this lease and any extension thereof are deemed

"consumable" in the course of ordinary use, wear and tear, and need not be

accounted for or returned by Lessee at termination.

Lessor shall promptly notify Lessee of any claim or suit instituted or

threatened against it which could impact Lessee's continuing quiet possession

of the demised premises.

SECTION TWO: EXCLUSIVE AND QUIET POSSESSION:

Except for those rights for access across Sand Creek in favor of the public

which are established by the lease between Lessor and the City of Sandpoint

and described in Section One, this demise is exclusive, even as to formerly

"common" areas, it being expressly understood that all existing tenancies,

licenses or other

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permissive uses (but not including the liquor license) or interests shall be

terminated, all other tenants shall have vacated the premises prior to

commencement of the term hereof, and Lessee shall have full, exclusive,

complete and entire possession (hereafter "full possession").

Lessee has offered to sub-let the current "Special Effects" space to the

current tenant thereof, if such tenant will terminate her existing lease with

Lessor. If the tenant accepts this offer, then her continuing possession

shall not be deemed to violate Lessee's requirement of full possession. If

she declines this offer, then:

a. Lessor will commence and diligently pursue eviction at its earliest

availability, and at Lessor's expense; and

b. Said tenants continuing presence shall not be deemed to violate

Lessee's requirement of full possession; and

c. If said tenant is still holding possession on or after January 1,

1996, then Lessee's full possession shall be deemed interrupted, and

obligations regarding rents, repair, maintenance, and repair shall be as in

this lease set forth in the event full possession is not obtained.

Lessor covenants that Lessee shall and may peaceably and quietly have, and

hold and enjoy said premises during the entire term of this lease and any

rightful extension hereof, without interference, limitation, hindrance or

molestation by the Lessor, any tenant or former tenant of Lessor, or any

other person lawfully claiming by, through or under Lessor. Lessor agrees to

protect, indemnify and hold harmless Lessee against the claims of any party

or parties should any contests ever arise as to the Lessor's possessory

interest in the premises, Lessor's right to enter into this lease and any of

the agreements contained herein, and Lessee's right to exclusive possession

of the property.

Lessee shall be entitled to enter onto the premises, and shall have exclusive

possession, on and after February 1, 1995. The existence of a leasehold

interest in Lessee, pursuant to its pre-existing lease or any extension

thereof, shall not constitute a violation of the foregoing covenants.

PROVIDED, HOWEVER, THAT if at the commencement of the term Lessor has not,

cannot or does not provide complete and exclusive possession of the demised

real property as described herein, then:

1. Lessor and Lessee shall not be obligated to contribute to the cost of

improvements and renovations set forth in Section Six, and shall not be

obligated for repair or maintenance as set forth in Section Seven, and such

obligations shall remain abated until full possession is delivered or this

lease is terminated. Repair, maintenance and utilities obligations of the

parties in that case shall be as set forth in the parties' existing 1992

lease.

2. Lessee shall retain possession of the space now held by it under lease.

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3. Lessee shall take occupancy of the following additional retail space, or

so much thereof as is available:

Silver Lady (Hebert) space, as of August, 1994

Delightful Diversions (Beers and Thiele) space as of August, 1994

Mole Hole (Ogilvie) space of August, 1994

4. Lessee shall take possession of all other available space, as such space

becomes available.

5. Lessee shall pay, as rent for each such space the rental rates shown in

Exhibit "C."

SECTION THREE: TERM:

The term of this Lease shall be five years, beginning February 1, 1995, and

continuing through 11:59 p.m. on January 31, 2000, PROVIDED, HOWEVER, that if

full, complete and exclusive possession of the premises is not provided by

Lessor on that date, then the term shall extend for 5 years from the date on

which such full possession is achieved, and the renewal term, if exercised,

shall extend for an additional 5 years.

Lessee shall have the right to renew this lease for an additional 5 year

term. The election to renew shall be exercised by delivering notice in

writing of said election at least 150 days prior to the expiration of the

term. Delivery to Lessor shall be at the address then being used for payment

of rent. If notice of election is given by mail it shall be deemed given when

placed into the United States postal system.

Should Lessee holdover after termination, a month to month tenancy shall

result, for which the monthly rent, absent other written agreement between

the parties, shall be .0875 (105% of one twelfth) of the last effective

annual rent payable.

In consideration of the mutual covenants and agreements herein, Lessee is

hereby granted the following right of first refusal, which is a material

consideration for this lease:

A. During the original term of this lease, and during all but the final one

year of any renewal thereof, Lessee may purchase the property under the

terms, and for the purchase price, Lessor proposes to sell such property to

any third party. Implementation of this right shall be as follows:

1. Lessor shall immediately deliver to Lessee a copy of the executed

offer of purchase which Lessor intends to accept. If the period for

acceptance of the offer is too short to afford Lessee at least 7 days in

which to respond after receipt of its copy, Lessor shall reject the offer,

provided that Lessor may counter-offer on the same terms but made subject to

this right of first refusal.

2. Lessor shall not accept any offer of purchase, nor otherwise bind

itself to sell, until expiration of at least 7 days from delivery of a copy

of such offer to Lessee. If terms additional to those contained in the

written offer of purchase have been proposed, these shall likewise be

conveyed to Lessee.

3. Lessee may verify the proposed purchase and sale, through the

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prospective purchaser, its agents, or agents of Lessor.

4. Lessee shall exercise its right by tendering written notice of

acceptance of the proposed purchase terms, and tendering all such sums as are

required to be tendered under the purchase offer, within the 7 day period so

reserved. Upon such tender, the parties shall proceed to close the

transaction, upon the terms so accepted. On failure to so tender, the right

of first refusal for purchase shall terminate.

SECTION FOUR: RENT:

For each month of the term in any part of which Lessee does not have full

possession, Lessee shall pay rents as provided for in Section Two, in

advance, on or before the first day of the month for which due.

Commencing upon full possession, and for the five remaining years of the

term, Lessee shall pay as rent the sum of $250,000.00 per year (the full

rent). For each year of the 5 year renewal term of this lease, Lessee shall

pay as rent the sum of $275,000.00 per year (the full rent). As used in this

section, "rents" means the total of all ground rents, fees and charges except

those otherwise herein specifically assumed by Lessee.

Subject to the provisions of Section Thirteen, one twelfth of the annual rent

(e.g. $20,833.33 during the first 5 year term) shall be due and payable to

Lessor on the 1st day of each calendar month. All rentals shall be paid to

the account of Sandpoint Real Estate Development Partnership at Panhandle

State Bank, Sandpoint, Idaho, or such other address as said Partnership shall

in writing instruct. The appointment of rents between the Lessors herein is

the responsibility of said Lessors.

Lessee shall secure from its bank a letter of credit guaranteeing payment of

the rents due from Lessee for the ensuing 24 months. This guarantee shall be

renewed or extended from time to time such that it shall always cover the

next 24 months. The cost of obtaining and maintaining the letter shall be

paid equally by the parties. Costs, including attorneys fees, of the party

not in default, and of the bank, if any, shall be paid by the non-prevailing

party.

SECTION FIVE: UTILITIES AND SIGNS:

Lessee shall pay for all utilities supplied to the demised premises during

that portion of the term of this Lease in which it has full possession,

including, but not limited to, water, trash removal, electricity, snow

removal and telephone service.

Lessee may modify, install and remove signs for identification, advertising,

and all other purposes which are not in conflict with existing State and

Local Statutes, Ordinances and Regulations, provided, however, that Lessee

agrees to maintain the "identify" and "character" of the Cedar Street Bridge,

in a fashion aesthetically acceptable to both parties. Lessee intends to

remove current signage on the west face of the building (Cedar Street Bridge

Public Market) and replace it with its own business name(s) and/or logos, and

may do so without additional consent of Lessor. All sign installation shall

be in a manner such that no structural damage

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shall be done to the building upon removal. So long as Lessee is not in full

and complete possession of the property, Lessor's rights as against other

tenants to abate or control such tenant(s)' individual signage and

advertising is hereby assigned to Lessee. Upon termination of this Lease

Lessee shall remove said signs at its own expense, and restore and repair any

damage arising from such removal.

SECTION SIX: REMODELING TO SUIT:

The following renovations shall be performed forthwith:

A. Re-surface the existing bricked outside (west side) plaza area, extending

westward from the bridge building to the right of way of First Avenue or the

beginning of avenue curbing, whichever is farther. ALSC architects, of

Spokane, Washington, shall be employed by the parties jointly, to render

design assistance and oversee the work, including inspections and oversight

of the contractor(s).

Contractors will be required to post a performance bond and show proof of

insurance indemnifying the parties, as their interests may appear, from

liability arising from construction, in an amount of not less than

$1,000,000.00.

The materials to be used, colors and other aesthetics shall be in the first

instance determined by Lessee, and then reviewed by Lessor, which may veto

any part of the proposed construction, and present counter proposals. In the

event the parties are unable to mutually agree on any detail, the architect

shall propose a binding compromise.

The project will be undertaken and diligently pursued, so as to be completed

on or before June 1, 1995.

If Lessor is unable to provide full possession, this project shall proceed

only by mutual agreement. When Lessee has full possession, the project

becomes mandatory, time frames shall be reasonably adjusted, and Lessee shall

pay (and as appropriate reimburse Lessor) for the entire project cost. All of

such cost, up to a maximum of $25,000.00 shall be credited as advance rent,

subject to interest accrual as set out in Section Twenty Two.

B. Air conditioning shall be installed in and for the property, including

retail units and former common areas. ALSC architects, of Spokane,

Washington, shall be employed by the parties jointly, to design the system

and oversee the work, including inspections and oversight of the

contractor(s).

Contractors will be required to post a performance bond and show proof of

insurance indemnifying the parties, as their interests may appear, from

liability arising from construction, in an amount of not less than

$1,000,000.00.

Attached hereto as Exhibit "D" are baseline specifications which shall be

applied to the design absent structural or functional necessity to the

contrary. The system shall employ heat pumps. In the event of dispute between

Lessor and Lessee as to design and implementation of the system which is not

resolved after direct discussion, the disputed issue(s) will be resolved by

vote, where each

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Lessee and Lessor shall each have one vote, and the architect shall have one

vote.

If Lessor is unable to provide full possession, this project shall proceed

only by mutual agreement. When Lessee has full possession, the project

becomes mandatory, time frames shall be reasonably adjusted, and Lessee shall

pay 100% of the cost (reimbursing Lessor as appropriate), and the following

sums shall be credited as advance rents: 50% of the first $100,000.00 cost of

the project, inclusive of architect and engineering fees; and 25% of the next

$50,000.00 of such cost. There shall be no credit for costs exceeding

$150,000.00. Sums credit as advanced rent shall be subject to interest as set

out in Section Twenty Three.

The project will be undertaken and diligently pursued, so as to be completed

on or before June 1, 1995.

C. The fixtures in restrooms will be forthwith replaced with new fixtures,

to be completed on or before April 30, 1995. Lessor shall pay the first

$7500.00 of the cost thereof, and any balance payable shall be paid by

Lessee. Lessee may elect to make other improvements to the restrooms, at its

own expense, provided all applicable codes are complied with and Lessor gives

prior consent, which shall not be unreasonably withheld.

D. Modifications to the improvements which are required to comply with

federal, state or local ordinances or codes, whether now extant or whether

adopted during the term of this lease, shall be performed by Lessor, at its

expense.

E. The following remodeling and renovation may be undertaken by Lessee, at

its expense, without additional approval, and without the obligation to

restore the same upon termination:

1. Cutouts in or of walls now separating retail units.

Contemplated cutouts are shown on Exhibit "E".

2. Removal of the walls and trade fixtures which currently define the

area now leased to Ogilvie, and sometimes known as the "Mole Hole Space."

3. Changes in the number, location, size, and shape of entries, and

installation of walls, doors, windows and partitions; provided, however,

that no such change shall be undertaken which violates the rights of way

reserved to the public in the lease with the City.

4. Changes in lighting and signage.

5. Changes to food preparation areas, and redesign and relocation within

the property of the food, beverage and liquor dispensing areas.

6. Installation of new or additional interior telephone wiring and

computer hookups.

If Lessee's remodeling has the effect of eliminating an existing retail unit

as depicted on Exhibit "E" (other than the Mole Hole), it shall restore such

unit upon

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termination, at its expense, should Lessor so demand.

All remodeling under this Section shall be properly engineered so as not to

damage the structural integrity of the premises, nor destroy existing

mechanical systems.

Lessee may not make any structural changes, changes to the exterior of the

building or other remodeling changes to the interior not set forth herein

except as specifically permitted by lessor in writing, which permission will

not be unreasonably withheld, but which may be conditioned on lessee's

agreement, on termination, to return those changes to their pre-sublease

concept and character.

SECTION SEVEN: REPAIR AND MAINTENANCE:

Any damage to the existing property caused by or during the departure of

existing tenants shall be repaired by Lessor. All mechanical, electrical,

heating, plumbing, sprinkling and utility systems shall be in good working

order and comply with applicable codes, or promptly brought to compliance at

Lessor's expense.

Lessor shall at its own expense provide routine repair and maintenance of the

structural components of the improvements, including but not limited to the

foundation of each, the building exterior, roof, air conditioning system,

sprinkling system, plumbing, electrical, heating and other mechanical

systems, except:

a. those items which are assigned to Lessee as shown in the maintenance

chart dated 12/28/94, attached hereto as Exhibit "F"; and

b. Lessee shall repair at its own expense all injuries or deteriorations

to the premises occasioned by Lessee's want of ordinary care or greater

degree of culpability; and

c. those repair or maintenance obligations otherwise herein specifically

assigned to Lessee.

d. Lessee shall be responsible for the care and control of the outside

walkway across Sand Creek.

Lessor is specifically responsible for damage arising from, or as a result

of, frozen or burst pipes, including lost profits, except to the extent such

damage arises from intentional or negligent acts of Lessee.

Lessee shall at its own expense, and in addition to the payments required by

Section Three hereof, repair and maintain the interior of the building,

including walls, floors, ceilings, and lighting of the original building and

of all alterations and renovations thereof made by Lessee, including formerly

"common areas," except:

a. those items which are assigned to Lessor as shown in the maintenance

chart dated 12/28/94, attached hereto as Exhibit F; and

b. Lessor shall repair at its own expense all injuries or deteriorations

to the premises occasioned by Lessor's want of ordinary care or greater

degree of culpability; and

c. those repair or maintenance obligations otherwise herein specifically

assigned to Lessor.

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Lessee shall keep the premises in a clean condition and businesslike

appearance, and shall use all reasonable precautions to prevent waste,

damage, or injury to the demised premises. Lessee shall maintain in a clean

condition and businesslike appearance the exterior walkways and parking areas

included in the demise.

Lessee and Lessor shall comply with all statutes, ordinances, and

requirements of all municipal, state, and federal authorities now in force,

or which may hereafter be in force, pertaining to the premises, occasioned by

or affecting the use thereof by Lessee or the possessory interest therein of

Lessor.

At termination of this lease, the air conditioning, structural remodeling,

and other improvements and renovations which are part of the building, and

not readily removable without substantial damage to the property, shall be

fully the property of Lessor. Trade fixtures, fixtures and improvements

readily removable shall remain the property of Lessee. Lessee is not

obligated at termination to restore the property to its original condition or

floorplan.

SECTION EIGHT: MERCHANT'S ASSOCIATION:

The parties recognize that a merchant's association, known generally as the

Cedar Street Bridge Merchant's Association, has existed for and among

merchant's operating in the property. Upon full possession, this association

shall be deemed suspended during the term of this lease and any extension

thereof. Rules and regulations for tenants, "sign ordinance(s)" and other

regulatory pronouncements which have been issued by Lessor or by the

merchant's association shall be not apply during the terms of this lease,

except as expressly incorporated herein.

SECTION NINE: AUTHORIZED USES:

Lessee shall neither use nor occupy the demised premises or any part thereof

for any unlawful, disreputable or ultrahazardous business purpose, nor

operate or conduct its business in a manner constituting a nuisance of any

kind. Lessee shall comply with all laws, ordinances, and regulations

applicable to its use of the premises which may now or hereafter be

promulgated by any governmental agency having appropriate jurisdiction.

Lessee shall utilize the premises principally as a commercial shopping area

with associated features and facilities, and open to the public. Other

compatible uses, including office space, shall be permitted.

Lessee may sublet or assign the whole, or any part, or its interest, without

additional consent of Lessor, provided that the bank guarantee of payment of

rent is retained, and the sub-lessee or assignee accepts full obligation to

perform Lessee's obligations hereunder.

SECTION TEN: INSPECTION:

Lessee shall permit agents of Lessor to enter into and upon the demised

premises during business hours, or by mutual arrangement at other reasonable

times, for the purpose of inspecting the same, or

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for the purpose of posting notices of non-responsibility for alterations,

additions or repairs. Lessee intends, and is permitted, to install new locks

and a security system. Lessor will be supplied a key for entry into the

property. Lessee will not provide Lessor with the security system codes, it

being the parties intention that entries by Lessor or its agents to address

building or other emergencies shall be possible, but shall result in alert to

Lessee and agencies connected to the security system.

At any time during the final year of this lease, or during the final year of

any renewal term hereof, Lessor may show the property to prospective tenants,

provided Lessor supplies Lessee with 48 hours prior notice, and the showing

is conducted so as to minimize interference with retail operations or patron

usage.

During the fifty (50) days preceding the end of the term, Lessor may

discreetly display on the premises a sign or signs that the premises are

available for Lease. Lessee shall co-operate with Lessor in showing the

property at reasonable times to prospective tenants.

SECTION ELEVEN: INSURANCE:

Each party shall obtain and maintain at its own expense premises liability

insurance in an amount not less than One Million Dollars [$1,000,000] on

which the other party is shown as a named insured, as its interest may appear.

Lessee shall obtain and maintain fire insurance covering damage or loss from

fire or other casualties to its own personal property within the premises,

commencing with the earliest date on which Lessee takes possession of the

property.

Lessee shall promptly notify Lessor of any claim or suit instituted or

threatened against Lessee.

Lessor shall keep the building upon the demised premises insured against loss

or damage by fire, wind, storm, lightening, vandalism and other causes to the

extent of the full insurable value thereof, and shall apply all proceeds

collected thereunder toward full compliance with the its obligations

hereunder.

SECTION ELEVEN A: ABATEMENTS AND TERMINATION:

In the event that, by virtue of a loss, including by fire, the elements,

unavoidable accident, condemnation or other taking by eminent domain, or

other calamity, not the fault of Lessee, the leased property is rendered

unavailable or untenantable in whole or in part, the rent shall be abated in

appropriate proportion to the diminished use of the premises resulting from

the loss, according to the following formulae:

a. If by virtue of such loss a portion of the critical areas depicted in

yellow on Exhibit G materially affecting access to the retail area are or

will be unsafe or unusable, then:

i. rent will automatically abate by 75%; and

iii. If cure and repair are not completed within 90 days, then Lessee

shall, in the 30 days following Lessors 90 day cure period notify Lessor

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in writing whether it shall terminate this lease, or affirm the lease at the

reduced rent. If affirmed, full rent shall be restored upon completion of

cure and repairs. If terminated, Lessee shall vacate the premises within 180

days, and shall pay abated rent, pro rata, during the period of possession.

b. If the diminished use affects 3 or more of the 9 critical bays depicted

on Exhibit G in orange, then Lessors obligations to repair and Lessees rights

to terminate or abate rent are as set forth in subparagraph a above.

c. If the diminished use is not of Exhibit G critical areas, or affects

fewer than 3 critical (orange) bays, then the lease shall be affirmed, and

rents abated by that proportion as the August 1994 rent payable for the lost

use area bears to the entire rents payable in August 1994 (Exhibit C). Lessor

will diligently pursue full repair and restoration. Full rent shall be

restored upon complete repair and restoration.

Upon termination, any advance of rentals (as provided for in Section Thirteen

hereof) not offset shall be repaid by Lessor to Lessee, together with interest

from date of Lessor's receipt at the rate provided for judgments.

Following a loss as to which termination is not elected, Lessor shall

promptly cause the damage to be repaired to a condition at least as good as

existed prior to the loss. When the damage has been fully corrected, and the

property restored to its prior condition, full rent shall again be due. If

damage occurs to the leased property, whether partial or complete, as a

result of the fault or neglect of the Lessee, its employees, agents,

assignees or subtenants, there shall be no apportionment or abatement of rent

during the term of this Lease, and Lessee shall be responsible to repair the

premises to their condition prior to the loss.

SECTION TWELVE: LIQUOR LICENSES

Lessor presently holds a liquor license, which is associated with the premise

subject of this lease. The parties have agreed that Lessor will lease said

license to Lessee. If such a lease of the license is not authorized or

approved by the state authorities concerned, the parties will cooperate in

establishing such alternate arrangement with regard to the license as will

permit Lessee to operate under such license, and in the manner most nearly

equivalent to a lease of the license.

The parties will cooperate in timely executing such documents as are

requested or required by the State of Idaho to process and approve lease of

the license, the alternate arrangement, including the qualification of Lessee

corporation to hold such license as lessee or equivalent. However, Lessor is

not responsible if, by reason of the identity of the stockholders, directors

or other principals in Lessee, the State refuses to authorize Lessee to

operate under a liquor license, nor if Lessee loses its authorization to so

operate based upon violation of law or other bad acts.

Lessee will make its own application for beer and wine licenses, and no

transfer

SREDP/CWC LEASE - 12

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or assignment of such licenses held by Lessor shall be required.

SECTION THIRTEEN: SPECIAL ADVANCE:

Lessee will place into the trust account of its attorney, serving as an

escrow, the total sum of $160,000.00, for payment to tenants as follows:

To Ogilvie: $25,000.00

To Hebert: $75,000.00

To Beer and Thiele: $60,000.00

The first $155,000.00 of such sum paid out shall be credited as advance

payment of rent. The remaining $5000.00 is Lessee's contribution to the

buyouts.

The condition for the disbursement is that the tenant to be paid has in fact

vacated and surrendered possession, as verified by a signed and notarized

writing by the tenant acknowledging surrender and termination of leasehold

rights. One alternate original of each such writing shall be delivered to the

escrow prior to disbursement; but it is not necessary that all three tenants

have vacated in order to authorize the payment to any one tenant. To the

extent that Lessor had advanced any portion of the above tenant buyout sums,

it shall be reimbursed from the funds in escrow. Moneys still held by the

escrow on February 1, 1995 shall be returned to Lessee.

Lessee shall have right of possession for a period not less than the period

corresponding to the rents so prepaid (which period will depend on whether

and when full possession is delivered). If full possession has not been

provided to Lessee by the end of such period, Lessee thereafter has the

right, for the next 30 days, to terminate this lease or to confirm it on

these same terms. Thereafter, either party may terminate this lease on 180

days written notice to the other. Upon such termination, sums advanced by

Lessee, including against future rent, shall be reimbursed by Lessor to

Lessee.

Lessee's agreement to advance rents under this Section is personal to Lessor,

and cannot be assigned.

In the event of cancellation, termination, rescission or other event which

prevents application of amounts advanced to ongoing rents until fully offset,

Lessor shall repay to Lessee the portion of such advance which has not been

offset, together with interest at the rate fixed for judgments, accruing from

the date of the event. The provisions of Section Eighteen regarding

mediation, legal action and attorneys fees shall apply to the implementation

or, or disputes regarding, the repayment of rent advances provided in this

Section.

SECTION FOURTEEN: INDEMNIFICATION:

Each party shall indemnify and hold the other harmless from liability and

expense arising out of or resulting from the intentional and negligent acts

or omissions of the indemnifying party.

SECTION FIFTEEN: DEFAULT:

Time is of the essence of this Lease.

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A. If Lessee shall default in payment of rent, and such default continues for

three (3) days after receipt of written notice of the breach, then Lessor may

terminate this lease, and in addition pursue any or all of the remedies set

out herein, the same being cumulative.

B. If Lessor shall default in its covenant of quiet enjoyment and peaceable

possession, such that Lessee's possession of any portion of the Exhibit G

critical areas is lost, compromised, or contested, then Lessee may terminate

this lease, and in addition pursue any or all of the remedies set out herein,

the same being cumulative.

C. If the default constitutes an abandonment of the premises without cause

(for purposes of this clause, failure to occupy the premises for thirty (30)

days shall be deemed abandonment). Lessor may re-take possession without

additional orders of court, and bring an action for all damages provided by

law.

D. If the default is for failure to pay money other than rent, or for

failure to do, or refrain from doing, some other affirmative act herein

stated, and the default

- is one which could reasonably be cured within 30 days, but such default

continues for thirty (30) days after written notice has been given to the

party in default, or

- is one which could not reasonably be satisfied within 30 days, but cure of

such breach is not begun within such 30 days, and thereafter diligently

pursued,

then, the party not in default may at its election:

1. Cure the default, and charge back the cost of cure to the party in

default. If Lessee is the party in default, the chargeback shall be

considered as additional rent. If Lessor is the party in default, the

chargeback shall be taken as a credit against rents due until satisfied.

Written notice of the costs of such cure shall be delivered to the party

in default, and shall be deemed due upon delivery.

2. Bring an action to collect the amount in default.

3. Bring an action for specific performance.

4. Bring an action for damages, which may include incidental and

consequential damages, including lost profits. The parties agree,

however, that the maximum damage for lost profits payable to either party

shall not exceed $1,000,000.00

In the event of termination Lessor may re-enter the premises and remove all

persons and property from the premises.

SECTION SIXTEEN: LIENS:

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Lessee covenants to keep the demised premises free of mechanics, materialman

and other liens, and shall hold Lessor harmless therefrom. Lessor covenants

to keep its estate in the demised premises free of mechanics, materialman and

other liens which could interfere with Lessee's quiet and peaceable

possession, and to hold Lessee harmless therefrom.

SECTION SEVENTEEN: SURRENDER OF POSSESSION:

Lessee shall at the end of the term, or on earlier termination or forfeiture

of this Lease, peaceably and quietly surrender and deliver the demised

premises to Lessor in as good condition and repair as it was after completion

of construction, reasonable wear and tear excepted. Lessee shall remove its

personal property from the premises at the time of such termination; and any

personal property remaining on the premises after fifteen (15) days written

notice from Lessor shall be deemed abandoned by Lessee. Lessor may, in its

discretion, take ownership of abandoned property, or cause the same to be

removed, stored or destroyed at Lessee's expense.

Alterations, additions and improvements to the premises which are of a

permanent nature, including, but not limited to renovated or remodeled walls,

doors, windows; carpeting, wall paneling, ceiling tiles and light fixtures;

are the property of Lessor, and shall not be removed.

SECTION EIGHTEEN: MEDIATION, LEGAL ACTION AND ATTORNEY'S FEES:

In the event of a default described in Section FIFTEEN other than for the

non-payment of rent, the parties shall seek resolution as follows prior to

resorting to actions at law:

1. Attempt informal resolution of the default by direct communication.

This process shall begin not later than 5 working days after the notice

of breach is issued, and shall conclude, whether by agreement over remedy

or by failure to so agree, 5 calendar days thereafter. This attempt is

mandatory.

2. If direct discussion fails to produce mutual agreement, the parties

will seek in good faith to resolve the dispute by mediation administered

by the American Arbitration Association. Each party shall be represented

at mediation by a senior executive with sufficient knowledge of the

issues to participate in the mediation, and with authority to commit the

party to mediated solutions agreed upon. This attempt is mandatory. Good

faith mediation requires:

i. each party shall prepare a statement of the issues, and provide

reasonable supporting documentation for its position, and

ii. at least 2 sessions on different days.

3. If mediation fails, the parties may elect to engage in binding

arbitration. Venue for arbitration

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shall be Bonner County, Idaho, and the law of Idaho shall control. The

statement of issues, with supporting documentation, as used in the

mediation, shall be supplied to the arbitrator. If the mediator is

willing and available to serve as the arbitrator, he or she shall so

serve.

4. If the parties do not mutually elect binding arbitration, either

party may file an action with a court of appropriate jurisdiction.

In addition to all of the rents, credits or other sums due or payable by one

party to the other pursuant to the terms of this Lease, a party in Default

shall be required to pay the party not in Default the reasonable attorney's

fees and costs incurred by the party not in Default in

1. Preparing Notices of Default.

2. Preparing Notices of Election.

3. In prosecuting this action in any mediation or arbitration panel, and

in Court proceedings. In the event both parties prevail in part, then each

shall pay that proportion of the others attorneys' fees as the value of the

recovery obtained by the other party bears to the value of the entire

recovery granted in the cause.

All notices, demands or other writing in this Lease provided to be given,

made or sent by either party hereto the other shall be deemed to have fully

given, made or sent when made in writing and hand delivered or sent by

certified or registered United States Mail, postage prepaid, and addressed as

follows:

Lessor: Sandpoint Real Estate

Development Partnership

c/o Scott Glickenhaus

104 East Pacific

Sandpoint, ID 83864

Lessee: Coldwater Creek Inc.

1123 Lake Street

Sandpoint, ID 83864

SECTION NINETEEN: TAXES:

Lessor shall pay all real property taxes assessed against the demised

premises.

At present there are no special assessments levied against the property. If

any valid special assessment is hereafter during the original (not renewal)

term of this lease levied against the property by a local taxing authority,

then in each year of the renewal term (if renewed) in which such levy or

levies is imposed and payable, Lessee agrees to pay one half of the amount

payable in such year. Payment shall be made at the time the same falls due.

The sums so payable by Lessee shall not be considered "rent" for purposes of

Idaho unlawful detainer statutes.

SECTION TWENTY: FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or

prevented from the performance of any act required hereunder by reason of

inability to procure materials, failure of power, restrictive governmental

laws or regulations, riots, war or other reason of a like nature not the fault

of the party delayed in performing work or doing acts required under the

terms of this Lease, then performance of such act shall be excused for the

period of

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the delay and the period for the performance of any such act shall be

extended for a period equivalent to the period of such delay.

SECTION TWENTY-ONE: INTEGRATION AND CONSTRUCTION OF LANGUAGE:

This Lease contains the entire agreement between the parties. No modification

of this Lease is valid unless in writing executed by the parties. No

representations, warranties, covenants or agreements, expressed or implied,

have been made, other than as expressly set forth herein. This Lease shall be

governed by the Laws of the State of Idaho. The use of the singular herein

shall include the plural and the use of one pronoun shall be construed to

include other pronouns of appropriate gender. The terms of this Lease are

binding on the heirs, administrators, executors, legal representatives,

successors and assigns of both parties.

The language in all parts of the Lease shall in all cases be construed as a

whole according to its fair meaning and not strictly for nor against either

Landlord or Tenant. The words "Lessor" and "Lessee," as herein used, shall

include the plural as well as the singular, and include successors,

representatives and assigns. The terms of this lease apply to each Lessor, as

its interests appear, unless limited to a specified lessor. The neutral

gender includes the masculine and feminine. In the event any term, covenant,

or condition herein contained is held to be invalid or void by any court of

competent jurisdiction, the invalidity of any such term, covenant, or

conditions shall in no way affect any other term, covenant, or condition

herein contained.

SECTION TWENTY-THREE: MISCELLANEOUS PROVISIONS

Lessor will on or before February 1, 1995, supply Lessee with a list of its

vendors' names, addresses, telephone numbers, contact person, and brief

description of the product or service provided.

The mini-storage unit rented by Lessor and kept in the dumpster area on the

each bank of Sand Creek shall be removed by Lessor, unless Lessee elects to

take over the lease. Notice of such election shall be delivered to Lessor on

or before February 28, 1995.

If Lessee has full possession, then upon written request by Lessor delivered

at any time within the first year of the original term, Lessee will make an

additional cash advance of rent to Lessor under the following terms:

a. the amount of this advance shall be $250,000.00, less all other sums

credited against rent, including the advances described in Sections Six,

Thirteen and Fifteen; and

b. this rent advance, together with any rent advance made under Section

Six, shall earn interest at 12% per annum, calculated on the full sum of such

advances from the date the advance is made through the end of the period

prepaid by the Section Thirteen rent advance (pro-rated to the day); and

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c. thereafter, rents due under this lease shall be subtracted from the

initial amount of these advances, plus accrued interest, and the (declining)

balance remaining shall earn interest at 12% per annum until exhausted by

such application to rents due.

IN WITNESS WHEREOF the parties have made this Lease the day and year

first above written, executed in two (2) counterparts, each of which shall be

an original.

Sandpoint Real Estate Development Partnership

By: /s/ Scott Glickenhaus

------------------------------------------

Scott Glickenhaus, General Partner

Cedar Street Bridge Co.

By: /s/ Scott Glickenhaus

------------------------------------------

Scott Glickenhaus, General Partner

Coldwater Creek Inc.

By: /s/ Dennis Pence

------------------------------------------

Dennis Pence, President

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STATE OF IDAHO )

) ss

County of Bonner )

On this 3rd day of January, 1995, before me, the undersigned notary

public for Idaho, personally appeared Dennis Pence, known or identified to me

to be the president of Coldwater Creek, Inc., an Idaho corporation, and the

person who executed the within instrument on behalf of said corporation, and

acknowledged to me that such corporation executed the same.

In witness whereof, I have executed this certificate as of the date set

forth above.

/s/ Notary Public for Idaho

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Notary Public for Idaho

Residing at Sandpoint

STATE OF IDAHO )

) ss

County of Bonner )

On this 3rd day of January, 1995, before me, the undersigned notary

public for Idaho, personally appeared Scott Glickenhaus, known to me

to be the general partner of Sandpoint Real Estate Development Partnership,

an Idaho limited partnership, and the partner who subscribed said partnership

name to the foregoing instrument, and acknowledged to me that he executed the

same in said partnership name.

In witness whereof, I have executed this certificate as of the date set

forth above.

/s/ Notary Public for Idaho

--------------------------------

Notary Public for Idaho

Residing at Sandpoint

STATE OF IDAHO )

) ss

County of Bonner )

On this 3rd day of January, 1995, before me, the undersigned notary

public for Idaho, personally appeared Scott Glickenhaus, known to me to be

the general partner of Cedar Street Bridge Company Partnership, an Idaho

limited partnership, and the partner who subscribed said partnership name to

the foregoing instrument, and acknowledged to me that he executed the same in

said partnership name.

In witness whereof, I have executed this certificate as of the date set

forth above.

/s/ Notary Public for Idaho

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Notary Public for Idaho

Residing at Sandpoint

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EXHIBIT A

BURLINGTON NORTHERN INC.

SANDPOINT, I.D.

[MAP]

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EXHIBIT B

Cedar Street Bridge Page 1 of 1

Equipment & Fixtures Inventory Date: 12/28/94

Expected Life

-----------------------------------------------------------------------------------------------

5 yrs

5-10 or

Item Description 10 yrs yrs less Remove Notes

-----------------------------------------------------------------------------------------------

1 Outdoor bench (West Plaza Area) 4

2 Metal frame picnic table w attached benches 2

3 Flag poles w assorted colored flags 6

4 Ariens ST824 Snowblower 1

5 Window washer & extension w hose 1

6 75' garden hose and reel 1

7 Metal tree for lg flower pots 1

8 Green/white awning tent 1

9 Tenant Trend 170E floor scrubber 1

10 Advance floor waxer 1

11 Assorted cleaning supplies (brooms, mops, etc.) 1

12 Covered Sales Carts (1 in bad shape) 9

13 Planter/divider 7

14 Walk-in storage box (10 x 5 x 6) 1

15 Stage riser 4 x 8 4

16 Stage riser 3 x 3 2

17 Bench from railway station 1

18 25' aluminum extension ladder 1

19 6' folding table 2

20 Assorted potted plants A

21 Assorted trash containers (not counted)

Notes:

A All potted plants will be left by CSB Management. There was no attempt to

make an accurate count.

Prepared by: David Erickson Date: 12/28/94 12/94

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EXHIBIT B

Gourmet, Inc. Page 1 of 4

Equipment & Fixtures Inventory Date: 12/28/94

Expected Life

-----------------------------------------------------------------------------------------------

5 yrs

5-10 or

Item Description 10 yrs yrs less Remove Notes

-----------------------------------------------------------------------------------------------

1 3 x 3 table 4

2 2 x 2 oak top table 8

3 Assorted dining chairs B

4 4 ft. round table 2

5 Older model upright piano 1

6 Allied Safe & Vault 2 chamber safe 1

7 Cleveland Steamcraft II 1

8 Gyro Machine 1

9 Qualheim Vegetable Slicer 1

10 Metal sinks & dishwasher from former bar 1

11 Hot dog warmer #112-76-224 1

12 Meat slicer #1000651 1

13 Three burner grill 1

14 Fryer #10-B-1/051SNE (w 2 baskets) 1

15 2 door freezer #C22207 1

16 2 door refrigerator 1

17 Stainless cart 1

18 Non functioning warmer 1

19 Food processor 1

20 Storage rack 6

21 Coffee warmer #E052757 1

22 Cash register MA 141 3D255219

(journal tape will not feed) 1

23 Food chopper #37353D 1

24 Four burner stove 1

25 Dishwasher w 8 full racks, 8 half racks 1

Notes:

B CSB Mgmt will leave behind all dining chairs in useable condition.

No count made.

Prepared by: David Erickson Date: 12/28/94 12/94

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EXHIBIT B

Gourmet, Inc. Page 2 of 4

Equipment & Fixtures Inventory Date: 12/28/94

Expected Life

-----------------------------------------------------------------------------------------------

5 yrs

5-10 or

Item Description 10 yrs yrs less Remove Notes

-----------------------------------------------------------------------------------------------

1 3 ft prep table 1

2 6 ft prep table 1

3 file cabinet 1

4 clear glass bowls 6

5 glass pitchers 4

6 salt & pepper racks 11

7 microwave oven 2

8 orange serving tray 36

9 Savory's serving tray 29

10 ladle (2 lg, 6 med, 4 sm) 12

11 wooden chair 31

12 dessert cart 1

13 lighted sign board 1

14 cook line refrigerated table 1

15 booster chair 2

16 wooden chair 31

17 vases 10

18 bus tab 3

19 trash cans 7

20 cutting board 4

21 filter for fryer 1

22 pump 2

23 can opener 1

24 soup cups 10

25 slotted spoons 5

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EXHIBIT B

Gourmet, Inc. Page 3 of 4

Equipment & Fixtures Inventory Date: 12/28/94

Expected Life

-----------------------------------------------------------------------------------------------

5 yrs

5-10 or

Item Description 10 yrs yrs less Remove Notes

-----------------------------------------------------------------------------------------------

1 Non slotted spoon 5

2 wire whip 3

3 tongs 3

4 lg fry pan 1

5 sm fry pan 4

6 pot 4

7 lg pot 1

8 metal strainer 1

9 40 qt bin 1

10 full size bin 9

11 xxx size bin 4

12 lid 6

13 metal collander 2

14 stainless bowl 3

15 lg plastic salad bowl 3

16 sm plastic salad bowl 3

17 6 x 3 salad crock 13

18 oval crock 11

19 platter 40

20 lg plate 85

21 med plate 55

22 sm plate 35

23 black coffee cup 33

24 salt & pepper shaker 18

25 soup bowl 9

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EXHIBIT B

Gourmet, Inc. Page 4 of 4

Equipment & Fixtures Inventory Date: 12/28/94

Expected Life

-----------------------------------------------------------------------------------------------

5 yrs

5-10 or

Item Description 10 yrs yrs less Remove Notes

-----------------------------------------------------------------------------------------------

1 salad pressing 1

2 ash tray 38

3 napkin holder 15

4 scale 4

5 2 gal round insert 1

6 2 gal lid 3

7 1 gal round insert 7

8 1 gal lid 3

9 2 qt round insert 5

10 full pan 5

11 1/2 pan 4

12 1/4 pan 4

13 1/8 pan 11

14 1/3 pan 4

15 1/6 pan (2 in) 10

16 1/6 pan (4 in) 5

17 assorted lids 11

18 rubber spatula 3

19 stainless spatula 2

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EXHIBIT C

Exhibit \_\_\_\_\_\_ to Coldwater Creek/SRP Sublease

August 1994 Rents, Cedar Street Bridge

Alpine Cedar $ 400/month

Alternative Architecture 100/month

Better Homes & Gardens 1,200/month

Blue Sky Broadcasting 500/month

B J's Games & Books 900/month

Candy Cottage 325/month

Cedar Street Bridge offices 400/month

Cedar Street Buffet 1,000/month

Coldwater Creek (incl carts) 3,286/month

Counselling Associates 200/month

Delightful Diversions 900/month

Festival at Sandpoint 850/month

Ken's Tooth Studio 450/month

Monthly cart rentals 2,328/month

Nick's Coffee 300/month

Old Idaho Trading Co 700/month

Panhandle Signs 450/month

Silver Lady 750/month

Special Effects 400/month

Total --------------

$15,439/month

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EXHIBIT D

Page 1 of 1

Date: 12-30-94

Project: CEDAR STREET BRIDGE

To: John J. Manning Jr.

Company: ALSC

From: DICK LUHN

Subject: HVAC CRITERIA

HVAC SYSTEM

The HVAC System shall be designed in accordance with all applicable codes

including, but not limited to, the Idaho Energy Code, the Uniform Building

Code and the Uniform Mechanical Code. The system shall be capable of

maintaining a temperature of 76DEG.F plus or minus \_\_\_ DEG.F in all occupied

spaces at any time of the year. Individual, separate temperature control

shall be provided for each permanent tenant space. Annual operating costs for

HVAC energy usage shall not exceed $0.40/SF per year based on $0.45/Therm

natural gas and $0.05/KWH electric costs.

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EXHIBIT E

FLOOR PLAN

[MAP 1]

[MAP 2]

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MAINTENANCE

CEDAR STREET BRIDGE

Maintenance Considerations

AREA TO BE MAINTAINED MAINTENANCE REQUIREMENTS FREQUENCY RESPONSIBILITY

Heat system boiler Spring/Summer Shut-down Apr/May CSB Management

Fall/Winter Start-up (with 48 hours notice) Sep/Oct CSB Management

System bleeding/fill-up As required CSB Management

Heating system units Number each in-store unit once CSB Management

Establish a maintenance log once CSB Management

Change filter/clean unit annually CSB Management

Fire Sprinkler System Annual Insurance Certification TBD CSB Management

Annual Test of Alarm April CSB Management

Establish response procedure review annually CWC & CSB

Weatherization & freezing prevention As required CSB Management

Water Supply System Provide water supply from city mains to stud wall Continual CSB Management

Repair any leakage damage from frost or general system failure On occurance CSB Management

Inspection, maintenance & replacement of hot water heaters April or as needed CSB Management

Weatherization & freezing prevention As required CSB Management

Sewer Maintenance of restaurant area grease trap As required CWC & tenants

Maintenance of restroom sink traps As required CWC

Maintenance of toilets (prevention & clean-up from back-ups) On occurrance CWC

Maintenance of outside west end sewer piper Oct CSB Management

Electrical Replacement of interior and exterior light bulbs As needed CWC

Cleaning interior & exterior light fixtures As needed CWC

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MAINTENANCE

AREA TO BE MAINTAINED MAINTENANCE REQUIREMENTS FREQUENCY RESPONSIBILITY

Physical plant Repairs for exterior damage, including glass, caused by vandals As needed CSB Management

Repairs for interior damage, including glass, caused by vandals As needed CWC

Cleaning/maintaining west plaza area Continual CWC

Repairing west plaza area Continual CSB Management

Cleaning/maintaining creekside under bridge West to East Apr & Oct CSB Management

Cleaning dumpster area Continual CWC

Maintaining dumpster area Continual CSB Management

Cleaning/maintaining footbridge Continual CWC

Repairing footbridge Continual CSB Management

Cleaning/maintaining dock & stairway Continual CWC

Repairing dock & stairwell Continual CSB Management

Cleaning outside windows, all levels As needed CWC

Cleaning inside windows, all levels As needed CWC

Fittings, Fixtures, Prepare an inventory of all items covered by the lease,

Equip including an assessment of condition. List to include, Once CWC & CSB

plants, maintenance equip., restaurant equip, etc.

Locks & Keys Prepare a master lock/key system Once CWC

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12/28/94

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EXHIBIT G

FLOOR PLAN

[MAP 1]

[MAP 2]