

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

**BUILDING INSPECTION
PERMIT**

Permit Number: 080299

This is to certify that CENTRO HERITAGE SPECIALTY LLC / Weddleigh Food Services, Inc.has permission to Tenant fit-up for "Little Caesars"AT 1064 BRIGHTON AVE

L 263-A A005001

provided that the person or persons performing or supervising the work accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Classification of inspection must be given and when permission is procured before this building or part thereof is occupied or service is rendered in it. 4 HOUR NOTICE REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALSFire Dept. Greg Cross

Health Dept. _____

Appeal Board _____

Other _____

Department Name

04/15/08 Cheryl L. Han
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

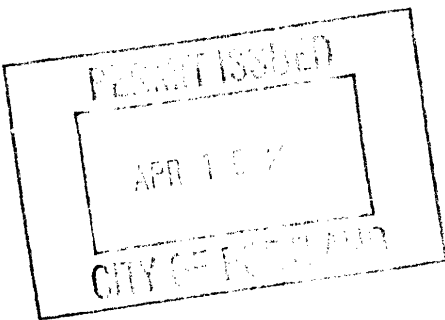
389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0299	Issue Date: 04/15/08	CBL: 263A A005001
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Location of Construction: 1064 BRIGHTON AVE	Owner Name: CENTRO HERITAGE SPE 4 LLC	Owner Address: 131 DARTMOUTH ST	Phone:
Business Name:	Contractor Name: Wadleigh Food Services, Inc.	Contractor Address: 15 River Place Dr. #1526 South Portla	Phone 2074152061
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: B-2

Past Use: Vacant Space - Formerly "China 1"	Proposed Use: Little Caesars - Tenant fit-up for "Little Caesars"	Permit Fee: \$355.00	Cost of Work: \$26,000.00	CEO District: 3
Proposed Project Description: Tenant fit-up for "Little Caesars"		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied See Conditions	INSPECTION: Use Group: A-2 Type: BB IBC-2003	
		Signature: [Signature] Signature: 4/15/08 CU		
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: Date:		

Permit Taken By: Idobson	Date Applied For: 04/02/2008	Zoning Approval		
<ol style="list-style-type: none">This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.Building permits do not include plumbing, septic or electrical work.Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..		Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 4/2/08	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			
		DATE	PHONE

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0299		Date Applied For: 04/02/2008	CBL: 263A A005001
Location of Construction: 1064 BRIGHTON AVE	Owner Name: CENTRO HERITAGE SPE 4 LLC	Owner Address: 131 DARTMOUTH ST	Phone:
Business Name:	Contractor Name: Wadleigh Food Services, Inc.	Contractor Address: 15 River Place Dr. #1526 South Portla	Phone (207) 415-2061
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	
Proposed Use: Little Caesars - Tenant fit-up for "Little Caesars"		Proposed Project Description: Tenant fit-up for "Little Caesars"	
Dept: Zoning Status: Approved with Conditions Reviewer: Marge Schmuckal Approval Date: 04/02/2008 Note: Ok to Issue: <input checked="" type="checkbox"/> 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
Dept: Building Status: Approved with Conditions Reviewer: Chris Hanson Approval Date: 04/15/2008 Note: Ok to Issue: <input checked="" type="checkbox"/> 1) Approval of license is subject to health inspections per the Food Code. 2) New restaurant must meet the requirements of the City and State Food Codes 3) Fire Alarm systems shall be installed per Sec. 907 of the IBC 2003 4) This permit is approved, all of the review questions/comments have been responded to and adequately satisfy code compliance of this project. 5) All penetrations through rated assemblies must be protected by an approved firestop system installed as tested in accordance with ASTM 814 or UL 1479, per IBC 2003 Section 712. 6) All floors and walls that separate dwelling units or dwelling units and common areas are required to meet a 1 hour fire rated assembly and sound transmission rating of 45 STC. 7) All penetrations between dwelling units and dwelling units and common areas shall be protected with approved firestop materials, and recessed lighting/vent fixtures shall not reduce the (1 hour) required rating. 8) All penetrations between dwelling units and dwelling units and common areas shall be protected with approved firestop materials, and recessed lighting/vent fixtures shall not reduce the (1 hour) required rating. 9) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans. 10) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process. 11) Separate Permits shall be required for any new signage.			
Dept: Fire Status: Approved with Conditions Reviewer: Capt Greg Cass Approval Date: 04/03/2008 Note: Ok to Issue: <input checked="" type="checkbox"/> 1) A separate permit is required for the hood. NFPA 96 is the design criteria. 2) Emergency lights are not to be blocked by equipment or product. 3) The Fire alarm and Sprinkler systems shall be reviewed by a licensed contractor[s] for code compliance. Compliance letters are required.			

Location of Construction: 1064 BRIGHTON AVE	Owner Name: CENTRO HERITAGE SPE 4 LLC	Owner Address: 131 DARTMOUTH ST	Phone:
Business Name:	Contractor Name: Wadleigh Food Services, Inc.	Contractor Address: 15 River Place Dr. #1526 South Portla	Phone (207) 415-2061
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	



General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>1080 BRIGHTON AVE. #017</u> <u>PINE TREE SHOPPING CENTER, PORTLAND, ME 04102</u>		
Total Square Footage of Proposed Structure/Area <u>1980</u>		Square Footage of Lot <u>1980</u>
Tax Assessor's Chart, Block & Lot Chart# <u>263</u> Block# <u>AA</u> Lot# <u>5</u>	Applicant *must be owner, Lessee or Buyer* Name <u>WADLEIGH Food Services, Inc.</u> Address <u>15 RIVER PLACE DR.</u> <u>#1526</u> City, State & Zip <u>South Portland</u> <u>ME 04106</u>	Telephone: <u>207 415 2061</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>CENTRO HERITAGE SPE 4 LLC</u> Address <u>131 DARTMOUTH ST</u> <u>Boston, MA 02116 -</u> City, State & Zip <u>5134</u>	Cost of Work: <u>\$26,000</u> C of O Fee: <u>\$75</u> Total Fee: <u>\$355</u>
Current legal use (i.e. single family) If vacant, what was the previous use? <u>FORMERLY CHINA I</u> Proposed Specific use: <u>LITTLE CAESARS PIZZA</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>tenant fit-up little caesars</u>		
Contractor's name: <u>WADLEIGH FOOD SERVICES, INC.</u> Address: <u>15 RIVER PLACE DR. #1526</u> City, State & Zip <u>South Portland, ME 04106</u> Telephone: <u>415 2061</u> Who should we contact when the permit is ready: <u>Colin Greig</u> Telephone: <u>329 2387</u> Mailing address: <u>See Above</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: Th. Greig

Date: 04-01-08

This is not a permit; you may not commence ANY work until the permit is issued

Ernst

From: Alexandra MURPHY [AMURPHY@portlandmaine.gov]
Sent: Thursday, February 28, 2008 8:31 AM
To: ottmar1@msn.com
Subject: Food Service Establishment

I've checked with Zoning and the 1080 Brighton Avenue location is ok to operate a Little Caesars Pizza

Alexandra J. P. Murphy
Business License Administrator
City Clerk Department
PO Box 17796
389 Congress Street
Portland, ME 04112-7796
(207) 874-8557 phone
(207) 874-8612 fax

>>> Alexandra MURPHY 02/28 8:12 AM >>>
Tom:

You can either come into our office and I'll give you a City and State FSE application or you can download the City applicaiton from our website, www.portlandmaine.gov, click on DEPARTMENTS and choose CITY CLERK (3rd one down), then click on LICENSING. Scroll down to the bottom and print FOOD SERVICE LICENSE application. You can access the State application by going to their website, www.maine.gov/dhhs/eng/el and their phone number is 287-3707. Once I receive your application with payment, I will send out inspection slips to the Health, Zoning and Fire Departments (you will call to schedule those inspections when ready) and I'll check the taxes on the property. When I receive all approvals, I can issue the license. You will need a license from both the City and State.

Alexandra J. P. Murphy
Business License Administrator
City Clerk Department
PO Box 17796
389 Congress Street
Portland, ME 04112-7796
(207) 874-8557 phone
(207) 874-8612 fax

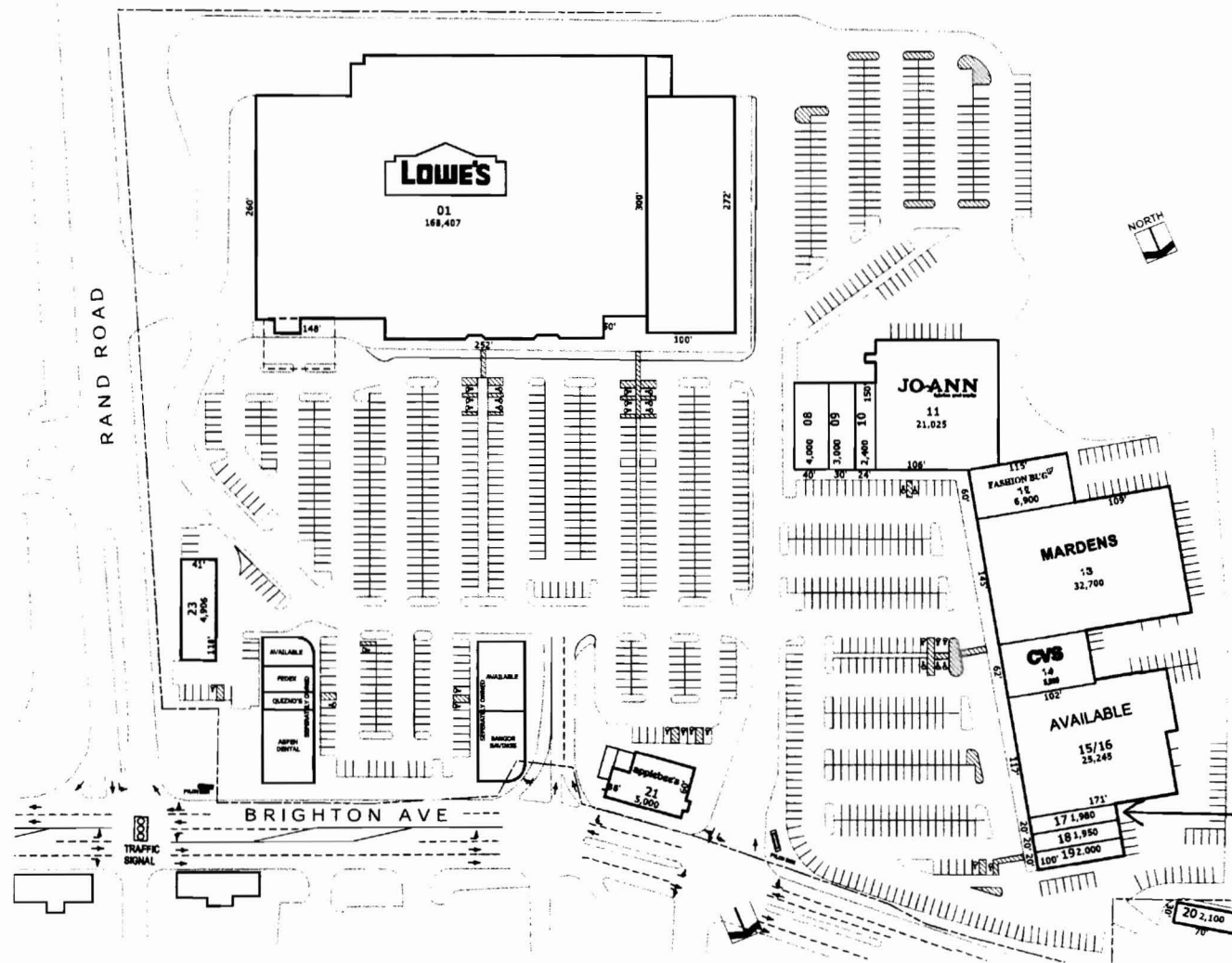
APR - 2 2008

>>> "Wadleigh" <ottmar1@msn.com> 02/27 4:31 PM >>>
Gentlemen:

I am finalizing a lease at the Pine Tree Center on Brighton Avenue in Portland to open a Little Caesars Pizza restaurant.

I believe that I will have to submit a application for a Food Service Establishment to the City of Portland? Is a victulars license required?
Would Augusta handle the Health Inspection Program License Application or would that be done in Portland?

Thank you for your time



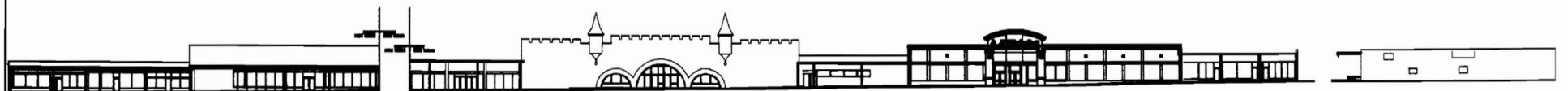
PINE TREE SHOPPING CENTER		
TENANT DATA P/MEPINET1		
NO.	TENANT	SQ. FT.
01-07	LOWE'S	168,407
08	DADDY'S JUNKY MUSIC STORE	4,000
09	RADIO SHACK	3,000
10	FULL BELLY DELI	2,400
11	JO-ANN FABRICS	21,025
12	FASHION BUG	6,900
13	MARDENS	32,700
14	CVS	5,900
15/16	AVAILABLE	25,245
17	AVAILABLE	1,980
18	HAIR EXCITEMENT	1,950
19	KEY BANK	2,000
20	REPUBLICASH	2,100
21	APPLEBEE'S	5,000
23	CENTURY TIRE	4,906
TOTAL (SQUARE FEET)		287,613

Little Caesars

PINE TREE SHOPPING CENTER

PORTLAND, MAINE

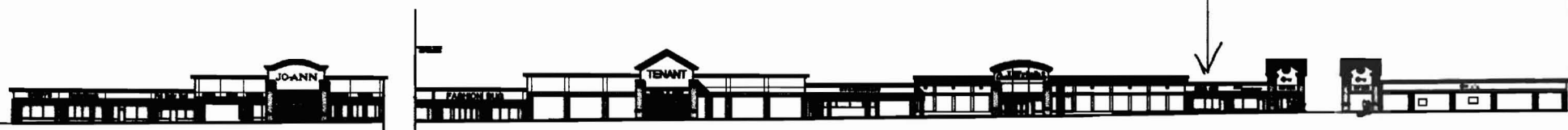
FEBRUARY 2007



EXISTING NORTH ELEVATION

EXISTING EAST ELEVATION

EXISTING NORTH ELEVATION



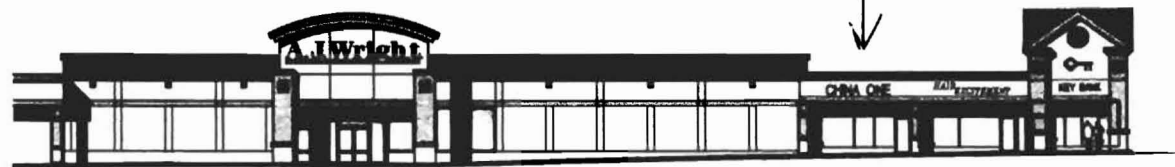
① PROPOSED NORTH ELEVATION

② PROPOSED EAST ELEVATION

③ PROPOSED NORTH ELEVATION



KEY PLAN
NOT TO SCALE



ENL. PARTIAL EAST ELEVATION

PINE TREE SHOPPING PLAZA

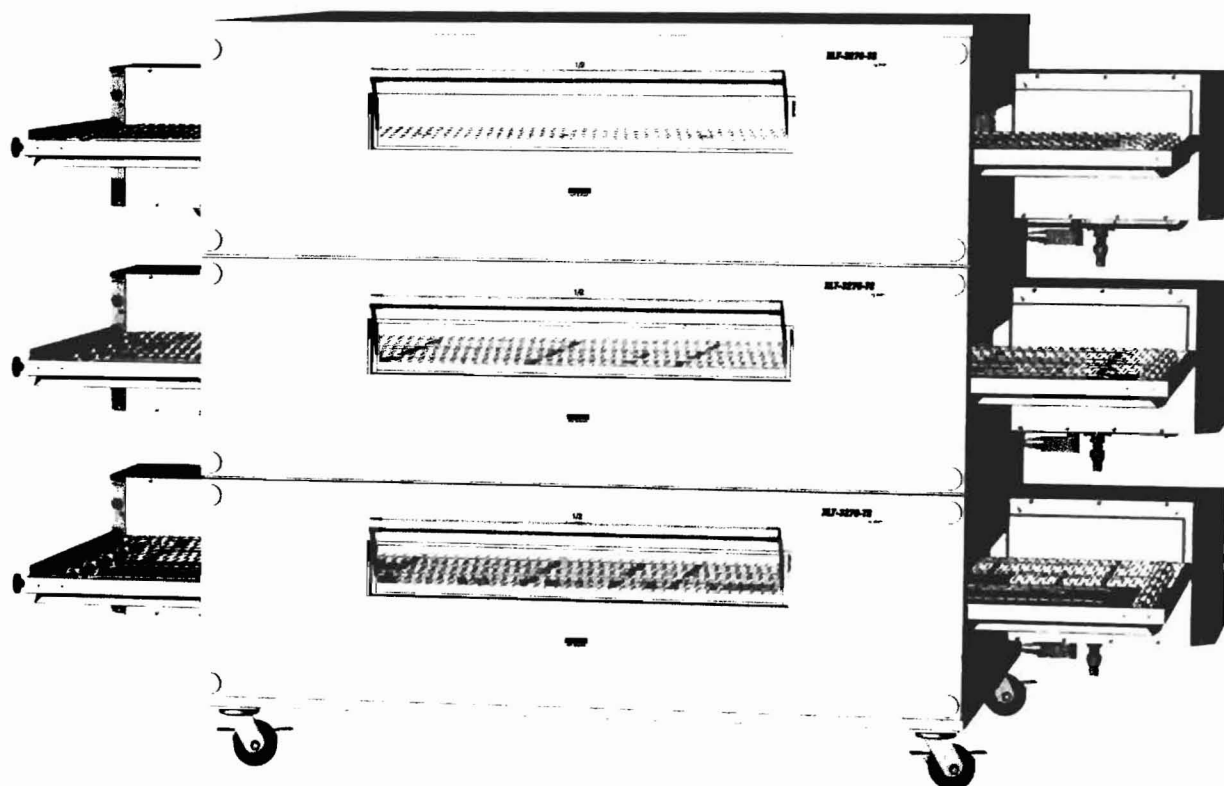
PORTLAND, ME

SEPTEMBER 7, 2006

XLT-3270-TS

by BOFI™

Conveyor Convection Oven



BOFI™

1355 S. Anna St.
Wichita, KS 67209

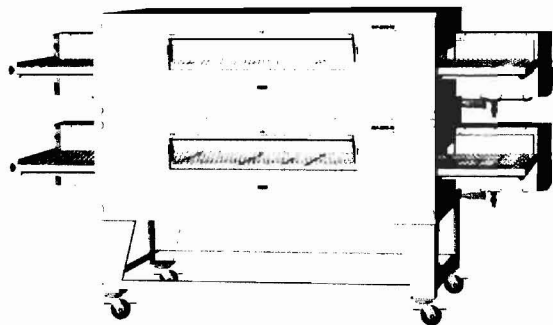
Phone: 1-316-943-2751

Fax: 1-316-943-2769

www.bofi.biz

The New ***XLT-3270-TS*** Gas-Fired Conveyor Oven

Easy, Efficient, And Even Cooking



XLT-3270-TS Double Stack

Are you looking for an affordable solution for your cooking needs?

The ***XLT-3270-TS*** uses vertical streams of hot air from 7 pairs of tapered ducts blowing directly on a stainless conveyor belt. These ducts are configurable and adjustable. This cooks your product evenly and quickly. The cook times are adjusted digitally by the conveyor and temperature controls.

The ***XLT-3270-TS*** is available in three configurations, the single, the double, and the triple stack models.

The optional front sandwich door is provided to load or unload product for different cook times.

Both exterior AND INTERIOR exposed surfaces are made of easy cleaning stainless steel.

XLT™ ovens are manufactured with pride in the USA under stringent quality standards.

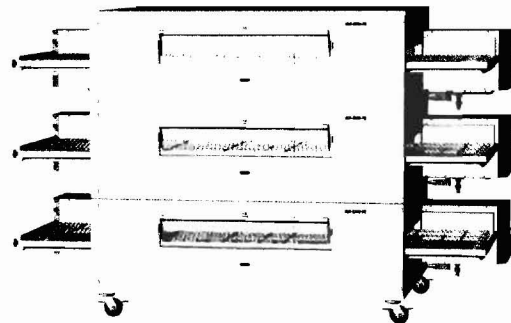
Replacement parts are readily available nationwide (Grainger®) at a fraction of the cost of our competitors.

The large removable front panel allows for easy access to oven interior, making cleaning much easier than our competitors' ovens of the same size.

All ***XLT™*** ovens are 100% factory tested with a minimum 4-hour burn-in time.

The conveyors can be set up to move either right-to-left or left-to-right.

The ***XLT™*** ovens are an improved combustion flue-less design and are more efficient than comparable ovens. All ducts, crumb trays, and the conveyor are readily removable for easy cleaning. An overhead ventilation hood is required. 120 Volt electrical power does not require an expensive electrician to install, simply plug into an available outlet. The gas connections require a licensed plumber. All fuses are EXTERNALLY panel-mounted allowing easy troubleshooting. A two-year warranty is standard.



XLT-3270-TS Triple Stack

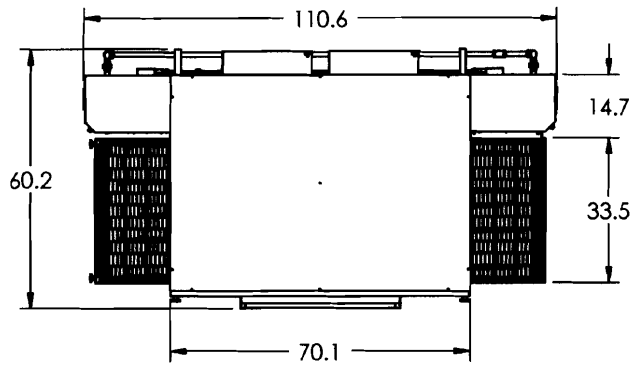


BOFI™
1355 S. Anna St.
Wichita, KS 67209

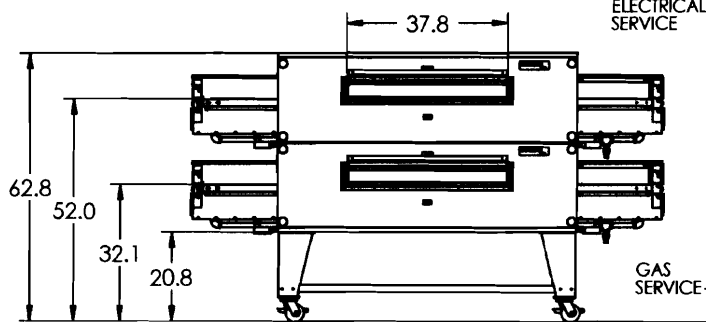
Phone: 1-316-943-2751
Fax: 1-316-943-2769
www.bofi.biz

LAYOUT & DIMENSIONS

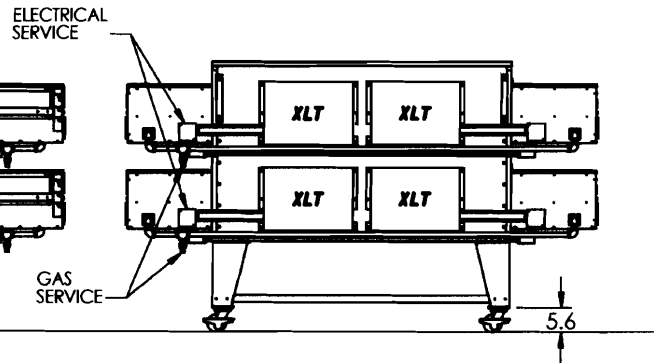
TOP VIEW



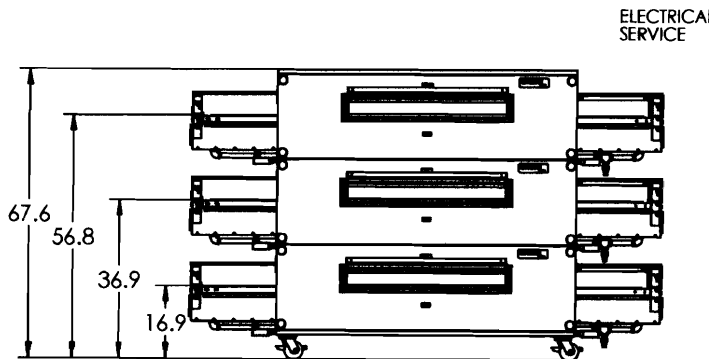
FRONT VIEW
DOUBLE STACK



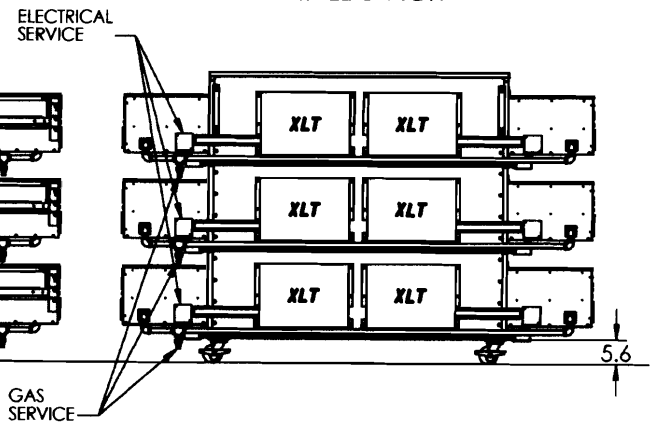
BACK VIEW
DOUBLE STACK



FRONT VIEW
TRIPLE STACK



BACK VIEW
TRIPLE STACK



Above dimensions are in inches.

XLT-3270-TS by BOFI™

SPECIFICATIONS

Electrical Requirements:

	Voltage (AC)	Phase	HZ	Amps
Single Oven	120	1	60	10.0
Double Stack	120	1	60	20.0
Triple Stack	120	1	60	30.0

Natural Gas Requirements:

	Burner Capacity BTU/hr (Max)	Gas Supply Pressure Inches, Water Column	Gas Pipe Size (NPT)
Single Oven	190,000	8-14	3/4"
Double Stack	380,000	8-14	1"
Triple Stack	570,000	8-14	1-1/4"

Or Optional Propane Gas Requirements:

	Burner Capacity BTU/hr (Max)	Gas Supply Pressure Inches, Water Column	Gas Pipe Size (NPT)
Single Oven	190,000	11.5-14	3/4"
Double Stack	380,000	11.5-14	1"
Triple Stack	570,000	11.5-14	1-1/4"

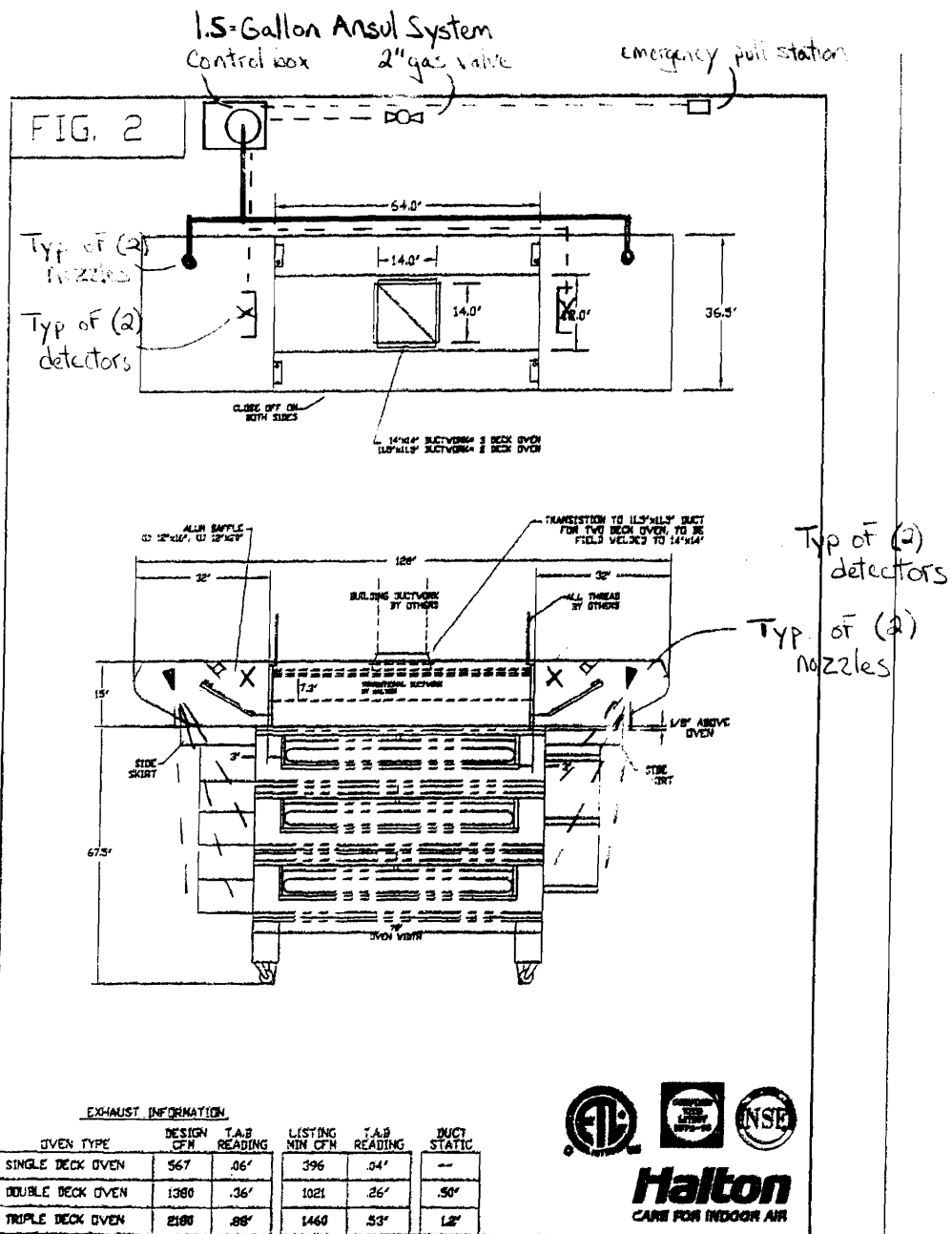
General Information:

Belt Width	Bake Time Range*	Max Temperature	Conveyor Opening Height (Max)	Ship Weight Per Oven
32.0"	4 min –10 min	600°F	3"	1000 lbs.

*-Adjustments can be made for other bake time ranges. Specifications and dimensions are subject to change without notice. Local codes and regulations may also apply.

BOFI™
1355 S. Anna St.
Wichita, KS 67209

Phone: 1-316-943-2751
Fax: 1-316-943-2769
www.bofi.biz



TOPSHAM LITTLE CAESARS

From: Dodge, Stephen B [Stephen.B.Dodge@maine.gov]
Sent: Tuesday, March 20, 2007 9:43 AM
To: Tom Ernst
Subject: RE: Ansul
Looks great! steve dodge

-----Original Message-----

From: Tom Ernst [mailto:ottmar1@msn.com]
Sent: Tuesday, March 20, 2007 9:26 AM
To: Dodge, Stephen B
Subject: FW: Ansul

Mr. Dodge

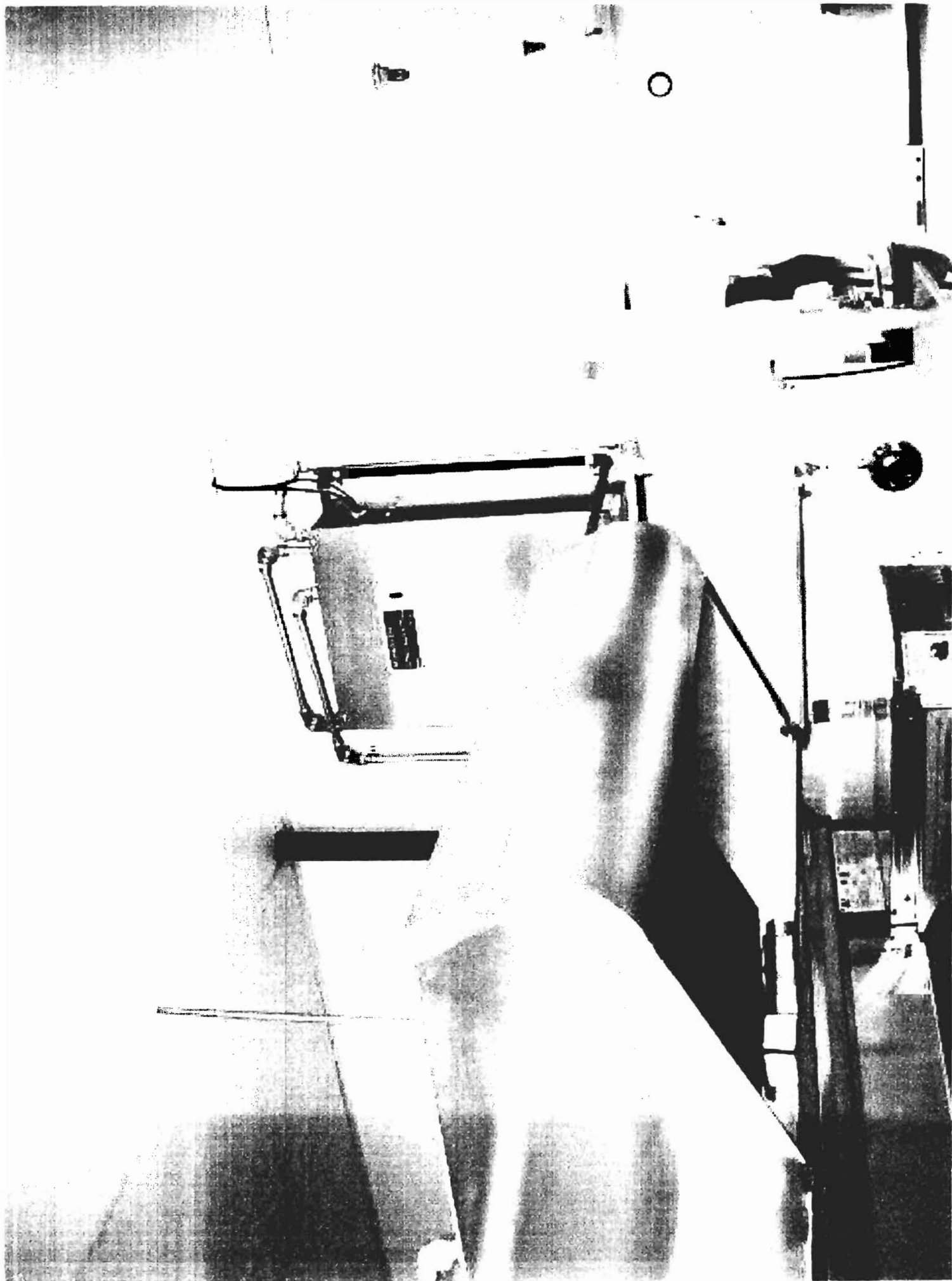
I am writing in regards to the Little Caesars Pizza unit we are building in Windham, Maine. Roger Timmons, Community Development Director in Windham requested that I send the proposed oven, hood schematic and Ansul proposal/schematic for your review.

The attached photographs are of the actual equipment and Ansul system that we propose to use, installed at an identical Little Caesars Pizza unit in Topsham, Maine. I believe that Ken Brilliant the Topsham Fire Chief reviewed the system with your office.

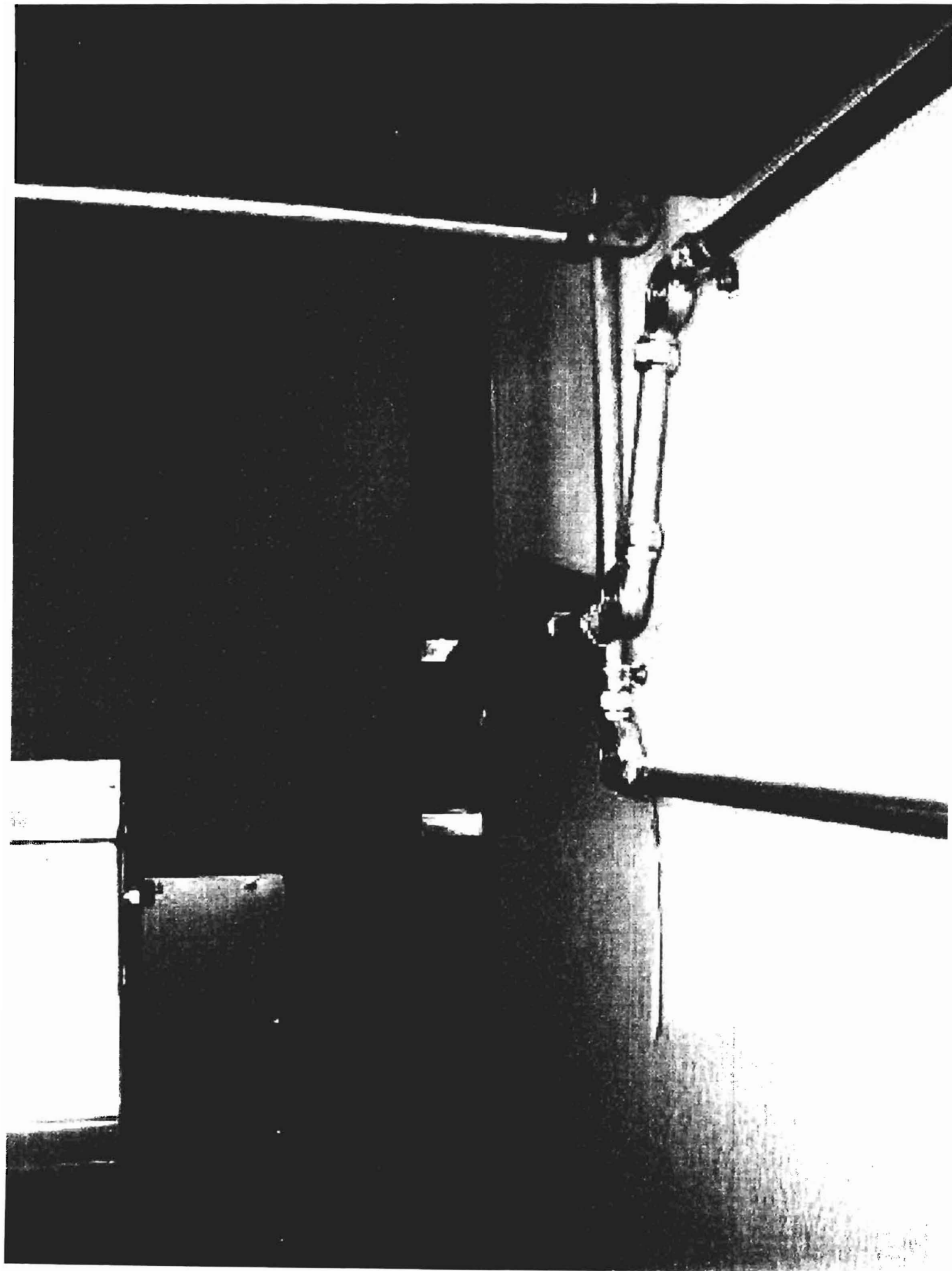
If you have any questions please feel free to contact me at your convenience at 207-415-2061 or 207-510-143.

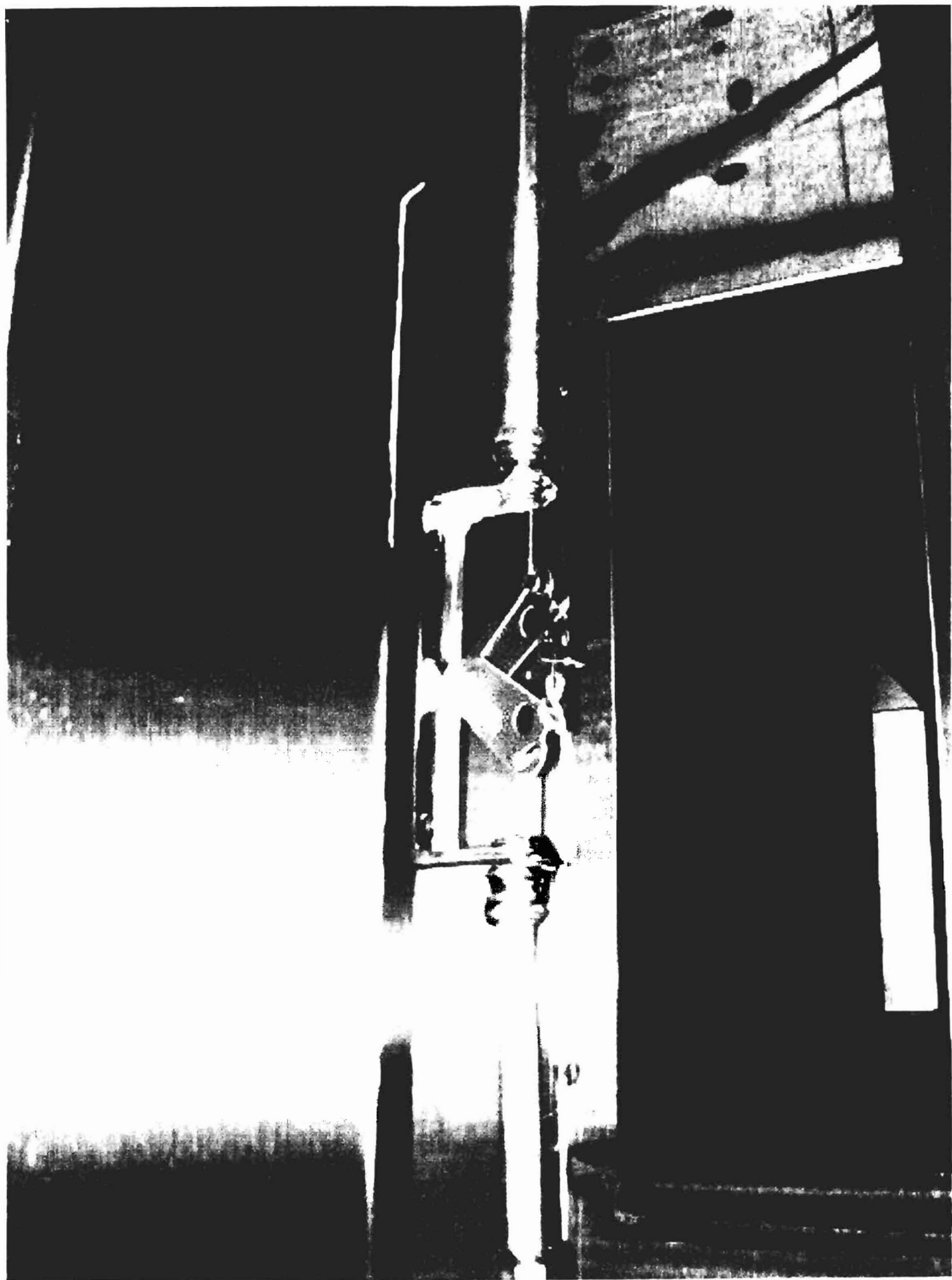
Sincerely,

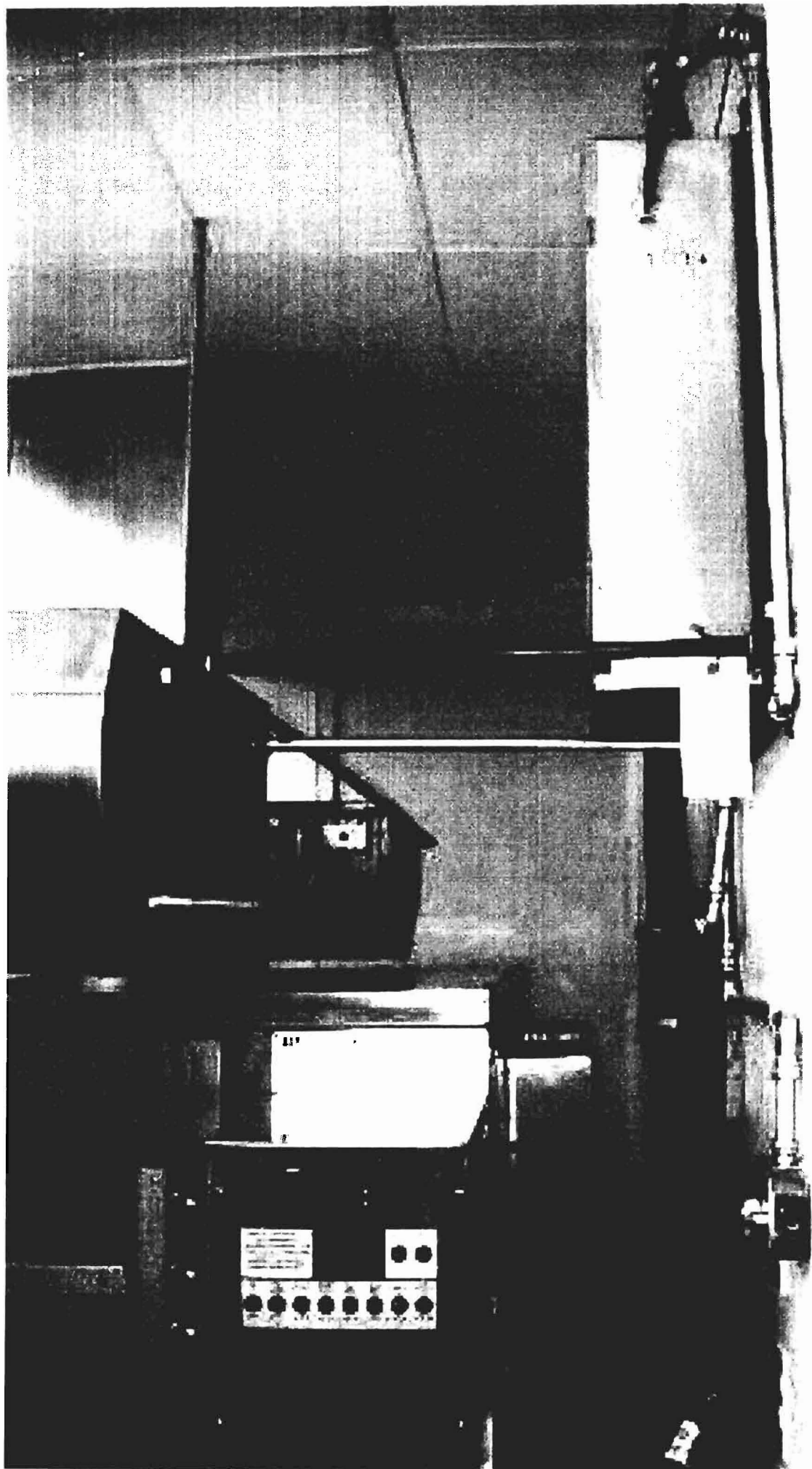
Tom Ernst
Little Caesars
207-415-2061
207-510-1434











GENERAL SPECIFICATIONS

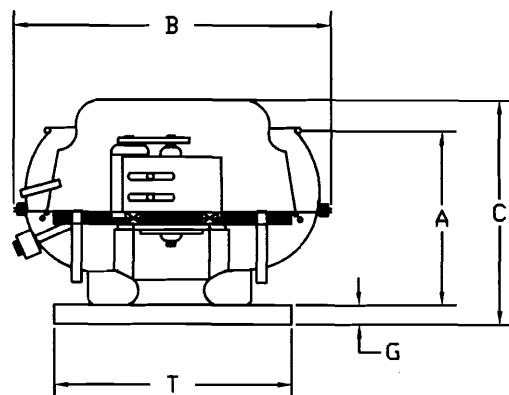
- 1- HOOD CONSTRUCTION AND DESIGN MEETS UNIFORM MECHANICAL.
- 2- HOOD IS NSF AND ETL LISTED.
- 3- EXPOSED SURFACES OF HOOD ARE CONSTRUCTED OF 18 GA STAINLESS STEEL. SEAMS ARE CONTINUOUS WELDED LIQUID TIGHT.
- 4- ALL INSTALLATION WORK IS TO BE PERFORMED BY QUALIFIED PERSONS AND IN ACCORDANCE WITH STATE AND LOCAL BUILDING CODE REQUIREMENTS.
- 5- THE INSTALLATION SHALL BE IN ACCORDANCE WITH NFPA 96, REMOVAL OF SMOKE AND GREASE LADEN VAPORS FROM COMMERCIAL COOKING EQUIPMENT.
- 6- ALL EXHAUST DUCTWORK IS TO BE PROVIDED BY THE HVAC CONTRACTOR.
- 7- CLEARANCE FROM HOOD AND DUCTS TO COMBUSTIBLE MATERIAL SHALL BE PER APPLICABLE BUILDING CODES.
- 8- FOR PROPER OPERATION OF THE HOOD SYSTEM, IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO HAVE THE HOOD BALANCED AND TESTED TO ENSURE THAT THE EXHAUST AND SUPPLY REQUIREMENTS OF THE HOOD ARE MET.

INSTALLATION REQUIREMENTS

FOODSERVICE EQUIPMENT CONTRACTOR'S REQUIREMENTS

- 1- PROVIDE DRAWINGS TO APPROPRIATE TRADES REFERENCING UTILITY SERVICE AND COORDINATE FINAL CONNECTION.
- 2- DELIVER, ASSEMBLE AND INSTALL HALTON SYSTEM PER DRAWING.
- 3- FURNISH WIRING AND PLUMBING DIAGRAMS TO END USER.
- 4- THE F.S.E.C MUST INFORM HALTON OF ANY CHANGES IN EQUIPMENT OR BUILDING STRUCTURE. FIELD MODIFICATIONS ARE THE RESPONSIBILITY OF THE F.S.E.C.

EXHAUST FAN



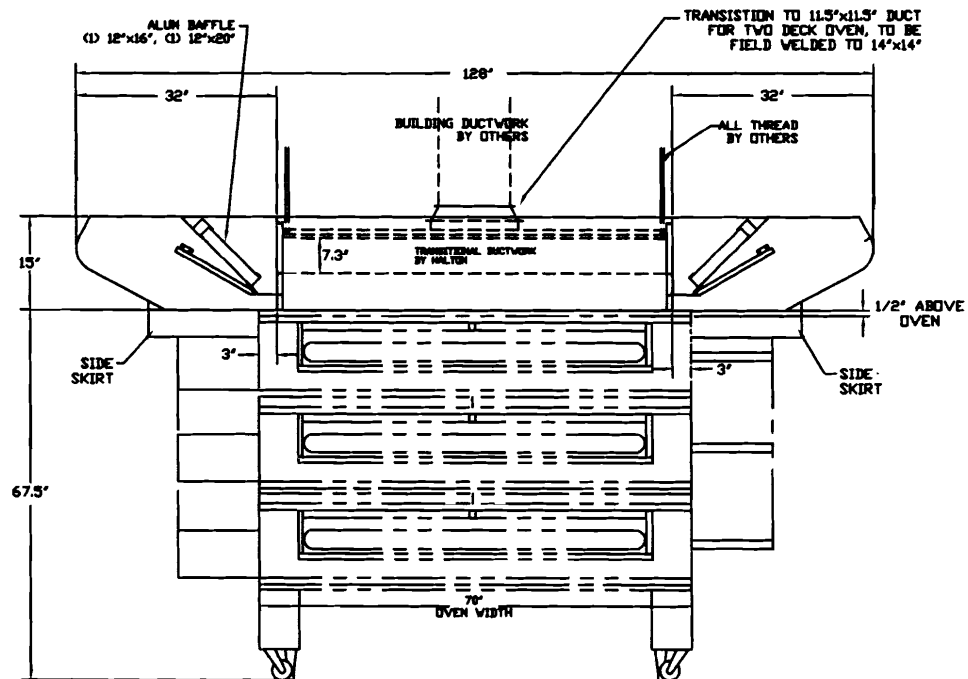
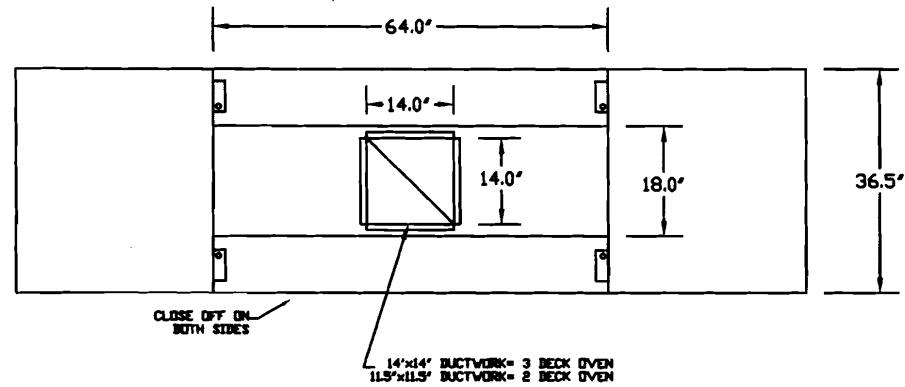
VCR UNIT SIZE	OVEN	'T' SQUARE	'B'	'C'	'G'	ROOF OPENING	APPROX WEIGHT
125V5B	DOUBLE DECK	20"	30 3/16"	28 5/8"	2"	15 1/2"	66 LBS
180V7B	TRIPLE DECK	30"	39 7/16"	35 7/8"	3"	25 1/2"	100 LBS

FIG. 2



FIG. 2

* FACTORY MUST BE ADVISED OF ANY SPECIAL REQUIREMENTS OF THE 'AUTHORITY HAVING JURISDICTION' AT TIME OF QUOTE



E	'B'	'C'	'G'	ROOF OPENING	APPROX WEIGHT
	30 3/16'	28 5/8'	2'	15 1/2'	66 LBS
	39 7/16'	35 7/8'	3'	25 1/2'	100 LBS

ANSUL Valve

SECTION III – SYSTEM COMPONENTS
 UL EX. 3470 ULC CEx747 Page 3-9
 4-1-06 REV. 4

PULLEY TEE

The Pulley Tee (Part No. 427929) is used to change the direction of two wire ropes by 90°. It must be used in areas where the temperatures are within the range of 32 °F to 130 °F (0 °C to 54 °C). Pulley tees can be used in mechanical gas valve actuation lines and remote manual pull station lines. Pulley tees cannot be used within a detection line.

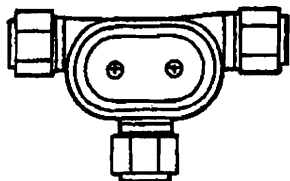


FIGURE 24
000147

STAINLESS STEEL CABLE

The 1/16 in. stainless steel cable is run from the terminal detector, through conduit, all series detectors and pulley elbows, and into the regulated release mechanism trip lever. When any fusible link separates, the tension on the cable is relaxed, and the trip lever actuates the regulated release mechanism. The cable can also be used for mechanical gas valves and remote manual pull stations. The cable is available in 50 ft. (15 m) (Part No. 15821) and 500 ft. (152.4 m) (Part No. 79653) lengths.

REMOTE MANUAL PULL STATION

The remote manual pull station (Part No. 4835 or Part No. 54011) is required for manual actuation of the regulated release assembly. The remote manual pull station should be mounted at a point of egress and positioned at a height determined by the authority having jurisdiction. Trim rings, Part No. 427074 (pack of 10), are available.

PART NO. 4835 (WITHOUT CABLE)
 PART NO. 54011 (WITH 50 FT. OF CABLE)



METAL STAMPED
000163

FIGURE 25

MECHANICAL GAS VALVES

The mechanical gas valves are designed to shut off the flow of gas to the appliances upon actuation of the regulated release assembly. The valves are available in sizes of 3/4 in., 1 in., 1 1/4 in., 1 1/2 in., and 2 in. ANSUL style; and 2 1/2 in. and 3 in. ASCO style. The valves are rated for natural and LP gas. Both styles are UL Listed and includes the air cylinder, tubing, and fittings for connection to the release mechanism.

Part No.	Description	Maximum Operating Pressure
55598	3/4 in. Gas Valve (ANSUL)	10 psi (.69 bar)
55601	1 in. Gas Valve (ANSUL)	10 psi (.69 bar)
55604	1 1/4 in. Gas Valve (ANSUL)	10 psi (.69 bar)
55607	1 1/2 in. Gas Valve (ANSUL)	10 psi (.69 bar)
55610	2 in. Gas Valve (ANSUL)	10 psi (.69 bar)
25937	2 1/2 in. Gas Valve (ASCO)	5 psi (.35 bar)
25938	3 in. Gas Valve (ASCO)	5 psi (.35 bar)

Valve Size	A		B		C	
	in.	(mm)	in.	(mm)	in.	(mm)
3/4 in.	3 3/4	(95.3)	6 3/8	(161.9)	5 1/2	(139.7)
1 in.	3 3/4	(95.3)	6 3/8	(161.9)	5 1/2	(139.7)
1 1/4 in.	4 7/8	(123.8)	7 3/8	(187.3)	6 3/8	(161.9)
1 1/2 in.	4 7/8	(123.8)	7 3/8	(187.3)	6 3/8	(161.9)
2 in.	5 7/8	(149.2)	7 7/8	(200.0)	6 11/16	(169.9)
2 1/2 in.	7 13/16	(198.4)	—	—	9 1/16	(230.2)
3 in.	7 25/32	(197.6)	—	—	9 1/16	(230.2)

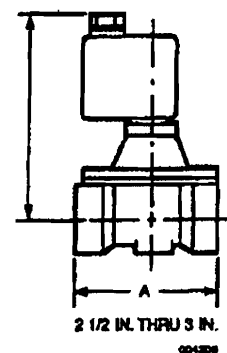
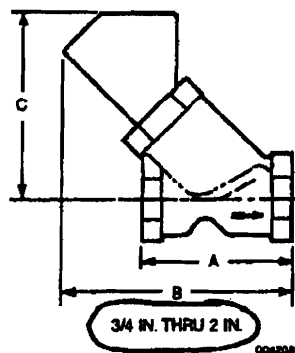


FIGURE 26

Ernst

From: Alexandra MURPHY [AMURPHY@portlandmaine.gov]
Sent: Thursday, February 28, 2008 8:31 AM
To: ottmar1@msn.com
Subject: Food Service Establishment

I've checked with Zoning and the 1080 Brighton Avenue location is ok to operate a Little Caesars Pizza

Alexandra J. P. Murphy
Business License Administrator
City Clerk Department
PO Box 17796
389 Congress Street
Portland, ME 04112-7796
(207) 874-8557 phone
(207) 874-8612 fax

>>> Alexandra MURPHY 02/28 8:12 AM >>>
Tom:

You can either come into our office and I'll give you a City and State FSE application or you can download the City applicaiton from our website, www.portlandmaine.gov, click on DEPARTMENTS and choose CITY CLERK (3rd one down), then click on LICENSING. Scroll down to the bottom and print FOOD SERVICE LICENSE application. You can access the State application by going to their website, www.maine.gov/dhhs/eng/el and their phone number is 287-3707. Once I receive your application with payment, I will send out inspection slips to the Health, Zoning and Fire Departments (you will call to schedule those inspections when ready) and I'll check the taxes on the property. When I receive all approvals, I can issue the license. You will need a license from both the City and State.

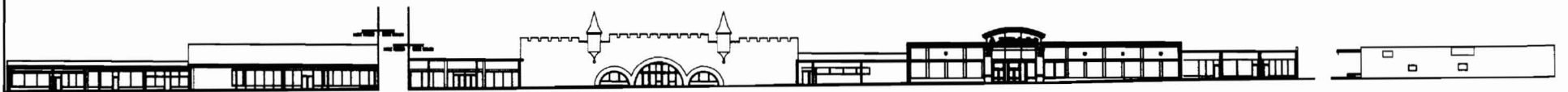
Alexandra J. P. Murphy
Business License Administrator
City Clerk Department
PO Box 17796
389 Congress Street
Portland, ME 04112-7796
(207) 874-8557 phone
(207) 874-8612 fax

>>> "Wadleigh" <ottmar1@msn.com> 02/27 4:31 PM >>>
Gentlemen:

I am finalizing a lease at the Pine Tree Center on Brighton Avenue in Portland to open a Little Caesars Pizza restaurant.

I believe that I will have to submit a application for a Food Service Establishment to the City of Portland? Is a victulars license required?
Would Augusta handle the Health Inspection Program License Application or would that be done in Portland?

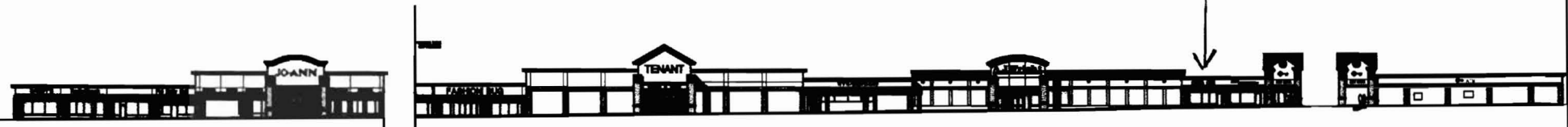
Thank you for your time



EXISTING NORTH ELEVATION

EXISTING EAST ELEVATION

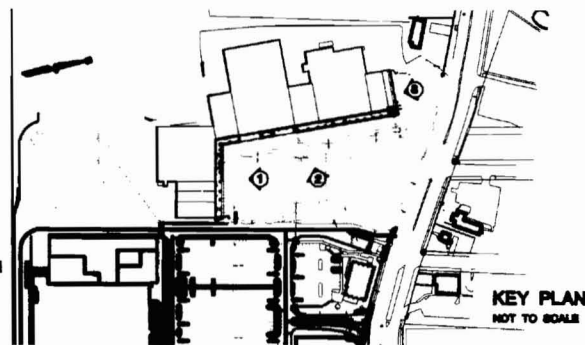
EXISTING NORTH ELEVATION



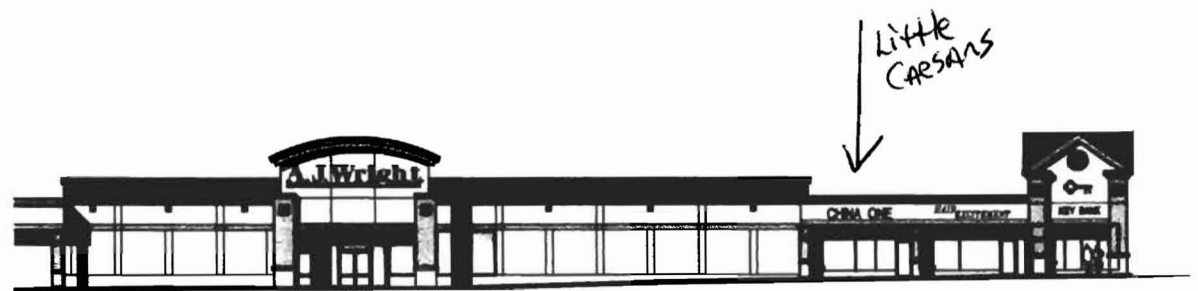
① PROPOSED NORTH ELEVATION

② PROPOSED EAST ELEVATION

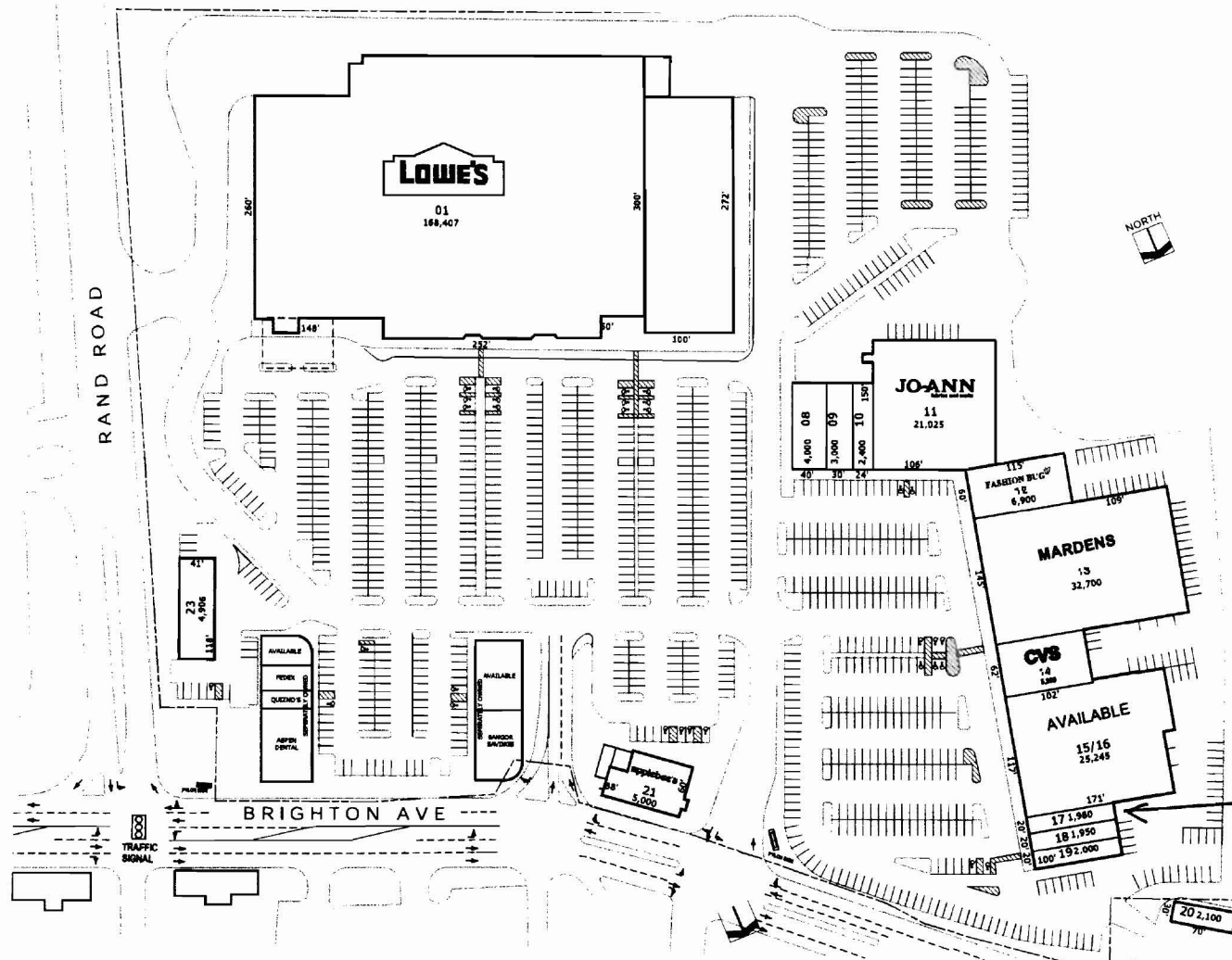
③ PROPOSED NORTH ELEVATION



KEY PLAN
NOT TO SCALE



ENL. PARTIAL EAST ELEVATION
PINE TREE SHOPPING PLAZA
PORTLAND, ME
SEPTEMBER 7, 2006



PINE TREE SHOPPING CENTER		
TENANT DATA P/MEPINET1		
NO.	TENANT	SQ. FT.
01-07	LOWE'S	168,407
08	DADDY'S JUNKY MUSIC STORE	4,000
09	RADIO SHACK	3,000
10	FULL BELLY DELI	2,400
11	JO-ANN FABRICS	21,025
12	FASHION BUG	6,900
13	MARDENS	32,700
14	CVS	5,900
15/16	AVAILABLE	25,245
17	AVAILABLE	1,980
18	HAIR EXCITEMENT	1,850
19	KEY BANK	2,000
20	REPUBLICASH	2,100
21	APPLEBEE'S	5,000
23	CENTURY TIRE	4,906
TOTAL (SQUARE FEET)		287,613

Little Caesars

PINE TREE SHOPPING CENTER

PORTLAND, MAINE

FEBRUARY 2007

AGREEMENT OF LEASE

between

CENTRO HERITAGE SPE 4 LLC

and

WADLEIGH FOOD SERVICES, INC.

d/b/a Little Caesars

for premises at the

PINE TREE SHOPPING CENTER

PORTLAND, MAINE

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EXHIBIT A SHOPPING CENTER & THE PREMISES

EXHIBIT B RULES & REGULATIONS

AGREEMENT OF LEASE (the "Lease") dated as of _____, 2008, by and between Centro Heritage SPE 4 LLC, having an address %o Centro Properties Group – Northeast Region, 131 Dartmouth Street, Boston, Massachusetts, 02116-5134 (the "Landlord") and Wadleigh Food Services, Inc., a Maine corporation, having an address at 15 River Place Drive, #15-26, South Portland, ME 04106 (the "Tenant").

1. PREMISES

Landlord leases to Tenant and Tenant rents from Landlord those certain store premises consisting of approximately 1,980 square feet a/k/a space #017 (the "Premises") at Pine Tree Shopping Center (the "Shopping Center"), 1080 Brighton Avenue, Portland, Maine. The Premises and Shopping Center are shown approximately on Exhibit "A", attached hereto and made a part hereof.

2. TERM

A. The term of this Lease shall be for five (5) Lease Years (the "Term") commencing upon the date Landlord delivers possession of the Premises to Tenant (the "Lease Commencement Date") and terminating on the last day of the Fifth Lease Year (the "Lease Expiration Date").

B. The phrase "Lease Year" as used herein shall, for the first Lease Year, mean the period from the Lease Commencement Date through the last day of the twelfth full calendar month immediately following the Rent Commencement Date; and thereafter, "Lease Year" shall mean each successive twelve calendar month period following the expiration of the first Lease Year. Following the Lease Commencement Date, Landlord may send written notice to Tenant setting forth the Lease Commencement Date, the Rent Commencement Date (as defined hereinafter), and the Lease Expiration Date.

3. RENEWAL OPTION

Provided Tenant shall keep, observe and perform all the terms, provisions, covenants and conditions hereunder, Tenant shall have the right to renew this Lease for one (1) additional consecutive period of five (5) Lease Years, on the same terms provided in this Lease (except for obligations that have been performed or provisions that no longer are applicable), by delivering written notice of the exercise thereof to Landlord not later than 180-days before the expiration of the Term or renewal Term hereof; as the case may be. Time is of the essence of Tenant's renewal rights hereunder.

4. MINIMUM RENT

A. The Minimum Rent during the term of this Lease shall be payable by Tenant to Landlord in equal monthly installments beginning on the Rent Commencement Date and on the first day of each calendar month thereafter, in advance, and shall be payable in the monthly and annual amounts as follows:

PERIOD	MONTHLY	ANNUAL
First Lease Year	\$2,763.75	\$33,165.00

For the next Lease Year, and each Lease Year thereafter during the term hereof, annual Minimum Rent shall increase over the immediately preceding Lease Year by three percent (3%).

B. The "Rent Commencement Date" is the earlier to occur of: (i) the date that is ninety (90) days from and including the Lease Commencement Date; or (ii) the date Tenant opens the Premises for business. Tenant covenants and agrees to proceed with due diligence to open for business.

C. The Minimum Rent payable by Tenant for the renewal term(s) shall be payable by Tenant to Landlord in equal monthly installments on the first day of each calendar month, in advance, and shall be payable in the monthly and annual amounts as follows:

OPTION PERIOD	MONTHLY	ANNUAL
Sixth Lease Year	\$3,300.00	\$39,600.00

For the next Lease Year, and each Lease Year thereafter during the option period, annual Minimum Rent

B. Tenant's obligation to pay Additional Rent shall commence upon the Rent Commencement Date.

C. Landlord, at its election, shall have the right to pay for or perform any act that requires the expenditure of any sums of money, by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease, and in the event Landlord shall, at its election, pay such sums or perform such acts requiring the expenditure of moneys, Tenant agrees to pay Landlord, upon demand all such sums, and the sums so paid by Landlord, shall be deemed Additional Rent and payable as such. Tenant agrees to pay, upon demand, as Additional Rent, all assessments, taxes or charges of any type levied, assessed or imposed by any governmental authorities with respect to revenues, rent or other charges payable by Tenant to Landlord pursuant to this Lease. All payments of Rent required to be paid by Tenant shall be delivered to Landlord on the dates required by this Lease, at the office of Landlord listed above, or to such other address as Landlord may designate in writing.

D. Tenant's covenant to pay Rent is an independent covenant of Tenant and the payment thereof shall not be subject to any abatement, deduction, counterclaim, reduction, set off or defense of any kind except as set forth in this Lease. Landlord reserves the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord without regard to Tenant's instructions thereto, whether such instructions be endorsed upon Tenant's check or otherwise.

6. SECURITY DEPOSIT

A. Tenant has deposited with Landlord the sum of \$5,527.00, receipt of which is hereby acknowledged, subject to collection. Said deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. The security deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord, and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord.

B. If any of the Rent herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or Tenant shall fail to perform any of the terms of this Lease, then Landlord may, at its option, without notice to Tenant and without prejudice to any other remedy that Landlord may have on account thereof, appropriate and apply said entire deposit or such portion thereof as may be necessary to compensate Landlord toward the payment of Rent or loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall forthwith upon demand restore said security to the original sum deposited. Should Tenant comply with all of said terms and promptly pay all of the Rent as it becomes due and all other sums payable by Tenant to Landlord and otherwise not be in default under this Lease, said deposit, less a one (1%) percent per annum administrative fee to Landlord, shall be returned to Tenant within thirty (30) days following the fourth anniversary of the Rent Commencement Date .

C. Landlord may deliver the funds deposited hereunder to the transferee of Landlord's interest in the Premises in the event that such interest is sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferees.

7. PERCENTAGE RENT – Intentionally Deleted

8. TAXES

A. Tenant shall pay to Landlord as Additional Rent for each tax year, Tenant's Share of Taxes (defined hereinafter). During the first tax year of the term hereof, and until issuance of a statement by Landlord for the first tax year as hereinafter set forth, Tenant shall pay as Additional Rent a monthly amount equal to \$259.15 on account of Tenant's Share of Taxes, as that term is defined below.

B. For the purpose of this Article, the term "Taxes" shall mean all real estate taxes, fees, betterments and assessments (including special assessments), however the same may be designated, levied, assessed or imposed at any time by any governmental authority upon or against the Premises, land, and/or buildings of the Shopping Center, and any fees or charges imposed by governmental authorities such as sewer access fees, betterment assessments and similar charges, and including any penalties or interest for late payment.

C. "Tenant's Share of Taxes" shall mean Taxes multiplied by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the constructed leasable area of the Shopping Center or tax parcel in which the Premises is located. For purposes hereof, the square footage of the Shopping Center shall exclude, at Landlord's option, any floor area in the Shopping Center that is (i) leased to Anchor Tenants (defined hereinafter) or (ii) is not owned by Landlord. If any such floor area is excluded, the Taxes shall be reduced by the amounts, if any, received by Landlord as contributions toward Taxes from said parties. Tenant's Share of Taxes may be adjusted from time to time as the square footage of the leasable area of the Premises or of the Shopping Center changes, for whatever reason. Notwithstanding the above, if the Premises are part of a tax parcel that is separate from any other part of the Shopping Center, then, at Landlord's option, Tenant shall pay a Pro Rata Share of the Taxes (defined hereinafter) charged and levied upon or assessed against the separate tax parcel on which the Premises stands. "Pro Rata Share of Taxes" shall mean Taxes multiplied by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the constructed leasable area of all buildings existing on the separate tax parcel of which the Premises are part. For purposes of this Lease, "Anchor Tenant(s)" shall mean any tenant(s) of the Shopping Center having premises containing twenty thousand (20,000) square feet or more or occupying a free-standing building in the Shopping Center.

D. Landlord shall submit to Tenant a copy of the tax bill(s) for each tax year, together with a statement indicating the total amount required to be paid by Tenant hereunder as Additional Rent for the tax year, as well as any amounts previously paid by Tenant on account of such Additional Rent. Within ten (10) days after the issuance of such statement, Tenant shall pay the Additional Rent shown due on the statement, if any, such that Tenant will have paid Tenant's Share of Taxes for the tax year. Simultaneously with such payment, and on the first day of each of the succeeding eleven (11) calendar months, Tenant shall remit to Landlord as Additional Rent, one-twelfth of Tenant's Share of Taxes shown on the statement. If the total of such monthly remittances is greater than the total amount of Additional Rent due hereunder from Tenant for the next succeeding tax year, Tenant may credit the difference against the next installment of Additional Rent for Taxes due to Landlord hereunder.

E. In the event Landlord shall receive a refund of Taxes for any tax year for which Tenant has paid any Additional Rent under the provisions of this Article, the proceeds of such refund less legal fees and other expenses incurred in obtaining such refund, shall be applied and allocated to the periods for which the refund was obtained and proper adjustment shall be made by Landlord and Tenant.

F. Any payments or refunds due hereunder for any period of less than a full tax year, at the commencement or end of the Term of this Lease, shall be equitably prorated to reflect such event.

9. COMMON AREA MAINTENANCE PAYMENT

A. Tenant shall pay to Landlord, as Additional Rent and without offset or deduction, in equal monthly installments on the first day of each and every calendar month during the Term or renewal Term hereof, Tenant's Share of CAM Expenses (as defined hereinafter). During the Landlord's first fiscal year of the Term hereof, and until issuance of a statement by Landlord for the Landlord's first fiscal year as hereinafter set forth, Tenant shall pay Landlord, as Additional Rent, a monthly amount equal to \$103.95 on account of Tenant's Share of CAM Expenses.

B. "CAM Expenses" shall be determined in accordance with generally accepted accounting principles and allocated to any particular fiscal year on the accrual method of accounting and shall mean and include the costs and expenses of every kind and nature paid or incurred by the Landlord (including reasonable and appropriate reserves) in maintaining, operating, managing, insuring, equipping, cleaning, lighting, decorating, repairing, replacing, and otherwise managing the Common Areas (as defined hereinafter) and the Shopping Center, including, without limitation, the following: costs to sweep, plow, sand, salt, and light the parking area and other Common Areas; cleaning costs; costs to repair, replace, and otherwise maintain the common building facilities, exterior walls, façade, canopy areas, roof, common utility lines (e.g., electric, gas, sewer and water), property identification and traffic signs; directional, monument, and pylon signs; painting expenses; costs to operate, maintain, repair, test and replace any utility and energy management system, including, without limitation, any central HVAC system, central sprinkler system, and smoke detection systems; costs to plant, replant, and replace flowers and other gardening and landscaping expenses;

insurance advisor for claims paid or to be paid by Landlord under Landlord's retention (beneath Landlord's insurance deductible); cost of supplies; decoration costs; operation of loudspeakers and any other equipment supplying music to the Common Areas; reasonable depreciation of furnishings and equipment used in the operation of the Common Areas; costs for other equipment used in the operation, repair, and maintenance of the Common Areas, common facilities, and related services; and administrative costs equal to fifteen (15%) percent of the total costs paid or incurred by Landlord under this Article. Notwithstanding the foregoing, the Tenant's Share of CAM Expenses shall not include the initial cost of the land or the construction of the original buildings of the Shopping Center or the depreciation of same or the cost of the façade renovation work performed at the Shopping Center in 2007. Landlord agrees that capital costs will be amortized on a straight-line basis in accordance with generally accepted accounting principles.

C. "Tenant's Share of CAM Expenses" shall mean CAM Expenses multiplied by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the square footage of the constructed leasable area of the Shopping Center, excluding, however at Landlord's option, areas (i) leased to Anchor Tenants; and/or (ii) owned or maintained by a party other than the Landlord. If any such floor area is excluded, the CAM Expenses shall be reduced by the amounts, if any, received by Landlord as contributions toward such CAM Expenses from said parties. Tenant's Share of CAM Expenses may be adjusted from time to time as the square footage of the leasable area of the Premises or of the Shopping Center changes, for whatever reason.

D. If Landlord shall determine that any sums are owed it after the end of Landlord's fiscal year, Landlord shall furnish to Tenant a statement in reasonable detail of the actual CAM Expenses paid or incurred by Landlord during such period prepared in accordance with generally accepted accounting principles ("Landlord's CAM Statement"). Within 10 days after issuance of Landlord's CAM Statement, Tenant shall pay to Landlord the Additional Rent due for Tenant's Share of CAM Expenses, if any. If the total of Tenant's monthly installments on account of Tenant's Share of CAM Expenses is greater than the amount of Additional Rent due hereunder from Tenant, the difference shall be credited to the next installment of Additional Rent due to Landlord hereunder except any overpayment shall be returned to Tenant after the Lease Expiration Date. At the end of each fiscal year during the term hereof, Landlord may adjust Tenant's monthly payment so that the amount shall equal one-twelfth of Tenant's Share of CAM Expenses as set forth in Landlord's most recent statement multiplied by one hundred five (105%) percent. Such statement shall be conclusive between the parties. Landlord reserves the right to change its fiscal year.

E. Upon the expiration or termination of this Lease, whether the same be the Lease Expiration Date set forth in Article 2, or any prior or subsequent date, the entire Additional Rent on account of Tenant's Share of CAM Expenses for the preceding fiscal year, if unpaid, and a proportionate share of the Additional Rent on account of Tenant's Share of CAM Expenses for the fiscal year during which such expiration or termination occurs, shall immediately become due and payable by Tenant to Landlord. Such proportionate share shall be based upon the length of time this Lease shall have been in existence during such latter fiscal year. Promptly after such expiration or termination, Landlord shall estimate the Additional Rent due from Tenant as aforesaid based upon the most recent statement of CAM Expenses prepared by Landlord and furnished to Tenant. Notwithstanding the foregoing, in case of any termination of this Lease prior to the Lease Expiration Date by reason of Tenant's default, Tenant's obligation to pay any and all Additional Rent under this Lease shall continue to the Lease Expiration Date.

F. In the event that the Term of this Lease shall begin on other than the first day of a fiscal year, then with respect to the fraction of a fiscal year at the beginning of the Term, said CAM Expenses during the same shall be billed and adjusted on the basis of such fraction of a fiscal year.

10. USE OF PREMISES

Tenant shall continuously occupy and use the Premises solely for the purpose of conducting the business of a first-class, high quality store for the retail sale and consumption, on and off Premises, of pizza, Italian specialties, pasta, bread products, salads, sandwiches, desert items, promotional items and other fast food products commonly sold at other typical Little Caesar stores (the "Franchisor"). Tenant shall not use, permit, or suffer the use of the Premises for any other business or purpose.

further covenants not to engage in any conduct that would violate the exclusive rights of any other tenants in the Shopping Center or any other restriction or restrictive covenant affecting the Shopping Center.

B. Tenant hereby warrants that as of the date of this Lease, Tenant is a duly authorized franchisee of Franchisor and that the term of Tenant's franchise agreement (the "Franchise Agreement") extends at least through the initial term of this Lease. Tenant further warrants that it will, during the term (or extended term) hereof, fully comply with all of its obligations under the Franchise Agreement and shall notify Landlord if the Franchise Agreement is terminated. Tenant shall:

(1) open for business, on or before the Rent Commencement Date, under the trade name "Little Caesars" and not change the same without Landlord's prior written consent, which consent shall not be unreasonably withheld;

(2) conduct Tenant's business in the entire Premises and at all times in a first-class manner consistent with reputable business standards and practices of a first-class operator;

(3) continuously and uninterruptedly from and after initially opening for business, operate and remain open for business during customary business days and hours for such business in the city or trade area where the Shopping Center is located, and remain open with respect to times of opening and closing for such days, nights and hours as required by Landlord, which for purposes of this lease shall be: Sunday-Thursday 11:00 am to 10:00 pm and Friday-Saturday 11:00 am to 11:00 pm. Landlord and Tenant acknowledge and agree that Tenant's operating for business is integral to, without limitation: (i) creating the adequate tenant mix to achieve the maximum gross sales for all tenants; (ii) maintaining the Shopping Center as a high quality operation capable of attracting customers and future tenants; and (iii) not impeding the Landlord's ability to obtain adequate financing. If Tenant fails to operate its business in the Premises as required hereunder, then without prejudice to its other rights and remedies, Landlord shall have the right to collect from Tenant, as it becomes due through the Lease Expiration Date, all Rent multiplied by one hundred fifty (150%) percent. Said increase reflects Landlord's reasonable estimate of damages as a result of Tenant's failure to operate, which damages would be uncertain and difficult to prove, and not as a penalty for Tenant's failure to perform;

(4) adequately staff Tenant's store with sufficient employees to handle the maximum business and carry sufficient stock of merchandise and trade fixtures to service and supply the usual and ordinary demands and requirements of Tenant's customers to accomplish the same;

(5) display, sell, and advertise only first-quality merchandise and not any seconds or damaged goods, and shall never conduct any so-called outlet, close-out, warehouse or like discount operations in or from the Premises, and maintain displays of merchandise in the display windows, if any;

(6) conduct no sales or promotions within the Premises other than in the ordinary course of the Tenant's continuing business operations [without limiting the generality of the foregoing, no auction, fire, bankruptcy, store closing, "lost our lease," or going out of business sale (or the like, howsoever denominated) may be conducted within the Premises];

(7) keep the display windows and signs, if any, well lighted during the hours from sundown to midnight;

(8) keep the Premises and exterior and interior portions of windows, doors, and all other glass or plate glass fixtures in a neat, clean, sanitary, and safe condition;

(9) warehouse, store or stock only such goods, wares, and merchandise as Tenant intends to offer for sale at retail;

(10) use only that amount of space for office and other non-selling uses that is reasonably required for Tenant's business, which in no event shall exceed five percent of the square foot area of the Premises;

(11) not place any weight upon the floor that exceeds the load-bearing capacity of the floor space;

required repairs or improvements with respect to all rules, requirements and regulations of the Board of Fire Underwriters, Landlord's insurance companies, and other organizations establishing insurance rates;

(15) comply with the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto;

(16) not suffer, permit, or commit any waste;

(17) not perform any act or carry on any practice that may injure the Premises or any other part of the Shopping Center, or cause any offensive odor (excluding typical restaurant odors) or loud noise (including, without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center; and

(18) not use the Premises for the generation, storage, treatment or disposal of Hazardous Waste, and hereby certifies that Tenant's operations on or other use of the Premises will not involve same. For purposes of this Lease, the term "Hazardous Waste" is defined by cumulative reference to the following sources as amended from time to time: (a) the Resource Conservation and Recovery Act of 1976, 42 USC 901 *et seq.* (RCRA); (b) the Comprehensive Environmental Resource, Compensation and Liability Act of 1980, Public Law 96-610 (CERCLA); and (c) any federal, state or municipal regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing by any agency, department or other administrative, regulatory or judicial body. Tenant shall indemnify Landlord for any liability imposed should the provisions of this Article be or become untrue. The warranty of this Article shall survive the expiration or early termination of this Lease.

C. Tenant agrees to conform to and abide by the rules and regulations attached hereto as Exhibit "B". Landlord may amend or add new rules and regulations from time to time for the use and care of the Premises and the Shopping Center.

12. ADDITIONAL COVENANTS WITH RESPECT TO TENANT'S RESTAURANT USE

A. Tenant shall, at its sole cost and expense, prior to opening the Premises for business, and at all times thereafter during the Term, provide the necessary exhaust fans and systems, ductwork and venting to ensure that all smoke, odors, vapors and steam are exhausted from the Premises. Tenant shall be sure that such systems shall be installed so as to prevent the discharge of smoke, odors, vapors and steam, excluding typical and reasonable restaurant odors, into the Shopping Center and to avoid the likelihood that such smoke, odors, vapors and steam will be directed to or carry to the Shopping Center or any part of the Shopping Center leased by others. Landlord shall not, by its approval of the location, construction or appearance of any of Tenant's exhaust system or facilities in the Premises, be deemed to have represented that such systems are adequate or that the same comply with any applicable law, ordinance or regulation, nor shall such approval be deemed a waiver by Landlord of the right to require that Tenant modify such systems or facilities or add other or additional such systems or facilities in order to prevent the discharge of smoke, odors, vapors and steam, excluding typical and reasonable restaurant odors, into the Shopping Center or any part of the Shopping Center leased to others or to avoid such smoke, odors, vapors and steam being directed to or carried to the Shopping Center or any part of the Shopping Center leased to others. Tenant's exhaust or venting systems shall include fire prevention and/or extinguishment facilities or systems as may be reasonably required from time to time in view of Tenant's methods and volume of cooking and other food and beverage preparation. This shall be in addition to any sprinkler or other fire protection facilities installed in the Premises. Tenant shall regularly and adequately clean or provide for the cleaning of all exhaust and venting systems serving the Premises. This cleaning shall include degreasing of all hoods, fans, vents, pipes, flues, grease traps and other areas of such systems subject to grease buildup. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is doing such cleaning and degreasing or causing it to be done. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof. Landlord's performance of such cleaning and degreasing work shall not release Tenant of Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord or Tenant's default for the failure to perform such cleaning.

release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to have such extermination performed.

C. Tenant shall, at its sole cost and expense, prior to opening the Premises for business, and at all times thereafter during the Term, provide the necessary piping, connections, grease traps, catch basins and other facilities for the removal of all waste liquids from the Premises in compliance with all applicable codes and ordinances of the City in which the Premises are located; and other governmental authorities having jurisdiction. Such facilities shall be connected to the sewers and mains provided by Landlord, and shall be constructed so as to prevent the backing up or discharge of any such waste liquids into the Premises or into any part of the Shopping Center leased to others or into the Shopping Center or the real estate situated thereunder. Landlord shall not, by its approval of the location or construction of any of Tenant's waste liquid disposal facilities in the Premises or elsewhere on the real estate situated under the Shopping Center or in the Shopping Center, be deemed to have represented that such facilities are adequate or that the same comply with any applicable law, ordinance or regulation, nor shall such approval be deemed a waiver by Landlord of the right to reasonably require that Tenant modify such facilities or add other or additional facilities to provide adequate waste liquid removal capacity for Tenant's use of the Premises or in order to prevent the discharge of such waste liquids or odors therefrom into the Premises or into any part of the Shopping Center leased to others or into the Shopping Center or the real estate thereunder. Tenant shall not dispose of waste grease, oil or other materials which tend to cause clogging or blockage of pipes and drains (hereinafter collectively referred to as "grease") by pouring or permitting the same to flow into any drains or pipes.

D. Tenant shall regularly and adequately clean or provide for the cleaning of all grease traps, catch basins and similar facilities serving the Premises. Tenant shall not use any chemicals or other cleaning methods which could damage the drain pipes or other portions of the drainage and/or sewer systems in the Premises or the Shopping Center or serving the Shopping Center. Tenant shall provide to Landlord, upon demand, reasonable proof that Tenant is regularly doing such cleaning or causing it to be done. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock in trade or business by reason thereof, including but not limited to any loss of revenues resulting from any required limitation or cessation of Tenant's business while such cleaning is performed or as a result thereof. Landlord's performance of such cleaning work shall not release Tenant from Tenant's obligations hereunder nor shall the same be deemed to be a waiver by Landlord of Tenant's default for the failure to perform such cleaning.

E. All equipment installed or used by Tenant in the Premises shall be properly installed and, where necessary, with adequate electrical wiring in conformity with the recommendations of the manufacturers thereof and with all applicable codes and ordinances. No equipment shall be used by Tenant in the Premises unless and until such equipment and the installation thereof has been inspected and approved by the departments or bureaus of the town/city in which the Premises are located; and other governmental authorities having jurisdiction and unless, until and only for so long as all necessary permits and authorizations for the use and/or operation thereof have been obtained by Tenant from such authorities at Tenant's sole cost and expense.

F. Tenant agrees that it will not permit any goods or merchandise to remain in, on or near any doorways, loading docks, receiving areas or other portions of the Premises; any goods or merchandise remaining in such areas shall be deemed to be trash and may be disposed of by Landlord in such manner as Landlord may deem advisable and without liability to Tenant thereof; (i) it will require that all purveyors with whom Tenant does business adequately and securely package all goods and merchandise so as to prevent any leaking, spilling, spoilage, odors or infestation; (ii) if any leaking or spilling shall occur or if any of goods and merchandise shall fall out of any containers or packages, Tenant shall be responsible for and shall immediately cause the same to be cleaned and removed and restore any damage to the Shopping Center that may result therefrom; (iii) it will immediately transfer all goods and merchandise received to the Premises and properly store the same in the Premises so as to retard any spoilage thereof, to prevent any odors emanating therefrom and to prevent the infestation thereof.

G. Tenant shall store all trash and other waste within the Premises in odor and vermin proof containers, such containers to be kept in temperature controlled areas of the Premises not visible to members of the public. Tenant shall, at Tenant's expense, attend to the frequent disposal of such materials. Tenant understands and agrees that trash removal must be done by Tenant using containers reasonably approved by Landlord at such times and in such manner as Landlord reasonably may direct and subject to such rules and

pizza or other Italian style restaurant. This exclusive shall not apply to: (i) any existing tenant or occupant of the Shopping Center as of the Lease Commencement Date, or their successors, assigns or replacements; and/or (ii) any tenant or occupant operating at the Shopping Center in a space that is 20,000 square feet or larger. In the event any premises (other than the Premises) shall be leased or occupied for a competing use in violation of the provisions hereof, then Tenant shall notify Landlord of such use, and if such competing use is not removed or terminated within one hundred twenty (120) days of Tenant's notice, Tenant shall thereafter be afforded an abatement of the Minimum Rent payable hereunder for three hundred sixty (360) days (hereinafter the "abatement period"), during which abatement period Tenant shall pay rent in the amount of fifty percent (50%) of Tenant's Minimum Rent (the "Abatement Rent"), and Tenant shall pay all Additional Rent payable hereunder, which shall be Tenant's sole and exclusive remedy. If at the end of the abatement period, such competing use has not been removed or terminated, Tenant shall elect either (i) to terminate this Lease by giving Landlord sixty (60) days prior written notice of termination within sixty (60) days after the end of the abatement period (with rent payable from the end of the abatement period until the termination date as provided hereinabove for the abatement period), or (ii) to waive said termination right and continue to pay minimum rent at the Abatement Rate until the such competing use has been removed or terminated. Tenant's failure to give notice as aforesaid of its election to terminate this Lease shall be deemed to be an election by Tenant of the option set forth in (ii) above. If the competing use shall be removed or terminated at any time prior to the expiration of the abatement period, then Tenant's right to an abatement of Minimum Rent shall cease as of the date that such competing use is no longer in effect, and Tenant shall immediately be liable for the full payment of Minimum Rent from that date forward and this Lease shall continue in full force and effect.

14. COMPETITION

Tenant, either through itself or through an affiliate, subsidiary, or related person or entity, shall not open another store for any competing business within a radius of (1) mile from the outside boundary of the Shopping Center. Tenant hereby stipulates and agrees that the Landlord will have no adequate remedy at law in the event Tenant violates this Article. Notwithstanding, and in addition to all of the Landlord's rights and remedies under the Lease, at law or in equity, if Tenant shall breach the foregoing covenant, then: (i) Tenant's exclusive right granted herein under Article 13 automatically shall become null and void; (ii) the sales made in or from any such other store(s) shall be included in the Gross Sales of the Premises for purposes of computation of Percentage Rent due hereunder, with the same force and effect as though Tenant had made such sales in or from the Premises and Tenant shall keep and report all such sales for said store(s) in accordance with Article 7 hereof; and (iii) Tenant's annual Minimum Rent payment then and thereafter in effect shall increase by one hundred fifty (150%) percent.

15. GROSS SALES REPORTS – Intentionally Deleted

16. PREPARATION OF THE PREMISES

A. All work to be performed by Landlord in order to prepare the Premises for the Tenant's occupancy (hereinafter "Landlord's Work") is set forth below. At its own cost and expense and subject to obtaining any necessary permits and approvals, Landlord shall replace the existing store front of the Premises as approximately shown on Exhibit C attached hereto and made a part hereof, provide that the demising walls within the Premises are code compliant, and remove any existing restaurant equipment from within the Premises. Upon substantial completion of Landlord's Work, Landlord will deliver possession of the Premises to Tenant.

B. Except for Landlord's Work, Tenant agrees to accept the Premises in "as is" condition. Tenant acknowledges it has conducted a physical inspection of the Premises and has, or will, accept same, without representation or warranty, in fact or by law, by Landlord, and without recourse to Landlord as to the condition thereof, or the use to which the Premises may be applied. Landlord shall not be liable for any defects in the Premises or any limitation on their use.

17. TENANT'S INSTALLATIONS, ALTERATIONS AND IMPROVEMENTS

A. Immediately upon full execution of this Lease, Tenant shall proceed with due diligence to obtain all necessary permits and approvals, commence and complete Tenant's construction and preparation of the

and the property of Landlord. Should Tenant install air conditioning equipment on the roof of the Premises, Tenant shall assume primary responsibility for the maintenance and repair of the air conditioning equipment, but shall not be otherwise responsible for the maintenance and repair of the roof area. Any such installation, operation and maintenance of air conditioning equipment shall be made in such manner that the right of Landlord under any roofing bond then in force shall not be affected.

C. Tenant shall not perform any construction work or install any equipment without first obtaining Landlord's written approval and consent. Landlord hereby agrees to pay Tenant the amount of Forty-nine Thousand Five Hundred and 00/100 Dollars (\$49,500.00) as Landlord's contribution for any and all of Tenant's actual costs for leasehold improvements made to prepare the Premises for Tenant's occupancy, including but not limited to costs of demolition, labor, debris removal, electrical work, utility work, plumbing work, cleaning and construction. . (The foregoing items collectively are referred to as "Tenant's Reimbursable Costs".) Landlord and Tenant acknowledge and agree that Tenant's Reimbursable Costs offset the cost of the leasehold improvements that are the Tenant's responsibility to install in the Premises; all of which, shall become the property of Landlord and remain in the Premises. In no event shall Landlord be required to contribute more than \$49,500.00 to Tenant for Tenant's Reimbursable Costs; and in the event Tenant's Reimbursable Costs shall be less than \$49,500.00, Tenant shall be entitled to receive only its actual costs and not the remaining balance of the funds. Provided Tenant shall not be in default hereunder, Landlord shall reimburse Tenant within twenty (20) days following receipt of all the following items: (i) final releases or lien waivers from the general contractor and subcontractors (if applicable) on the Landlord's form or a form approved by the Landlord; and (ii) the certificate of occupancy. If Tenant shall fail to comply with the foregoing requirements within the time specified, then Tenant shall be deemed to have waived said right to be reimbursed; and Landlord shall be released from any obligation to reimburse Tenant. In addition, if at the time Landlord is obligated to pay to Tenant the Tenant's Reimbursable Costs, Tenant owes Landlord any sums under this Lease, then Landlord shall have the right to deduct those amounts from the Tenant's Reimbursable Costs. Tenant shall use reasonable efforts in selecting the contractors to minimize the potential for strikes or other labor strife.

D. Landlord and Tenant acknowledge and agree that Tenant's opening for business and operating the use hereunder is a material consideration to Landlord in order, without limitation, to: (i) create the adequate tenant mix to achieve the maximum gross sales for all tenants; (ii) maintain the Shopping Center as a first class operation capable of attracting customers and future tenants; and (iii) not impede the Landlord's ability to obtain adequate financing. Recognizing the difficulty or impossibility of determining Landlord's damages that may result from Tenant's failure to take possession of the Premises, timely complete Tenant's Work and/or thereafter open the Premises for business fully fixtured, stocked, and staffed, Landlord and Tenant covenant and agree that if Tenant fails to timely complete Tenant's Work within ninety (90) days of Tenant taking possession of the Premises (less any time period during which Work is delayed to due weather, acts of God, labor or material shortages); and/or fails to open the Premises for business as required herein, then Landlord shall have the right, at its option, to: (a) terminate this Lease upon twenty (20) days' prior written notice and recover from the Tenant, as liquidated damages, (i) an amount equal to the Minimum Rent due for the first Lease Year, together with (ii) the cost of Landlord's Work, if any, done by Landlord (on the basis of the actual cost thereof plus fifteen (15%) percent for overhead and supervision) including, but not limited to, electrical work, plumbing, concrete, heating and air conditioning equipment and facilities), and (iii) the amount contributed by Landlord for Tenant's Reimbursable Costs (as that term is defined herein); or (b) beginning on the Lease Commencement Date through and including the date in which Tenant opens for business increase the Minimum Rent to a per diem amount equal to one hundred fifty (150%) percent of Minimum Rent, plus all Additional Rent, plus all expenses incurred by Landlord because of Tenant's failure to open all as liquidated damages. Tenant agrees that the liquidated damage provisions of (a) and (b) above are reasonable estimates of Landlord's damages because of Tenant's failure to take possession and open the Premises on a timely basis and as a settlement of the actual damages that might arise because of such failure. The parties agree that these damages are reasonable, bear significant relation to the actual damages that Landlord might sustain, which damages Tenant and Landlord agree would be uncertain and difficult to prove, and is not a penalty for Tenant's failure to perform. The acceptance by Landlord of the liquidated damages set forth in (b) above shall not be deemed permission for Tenant to continue to violate the provisions of this Lease by not completing Tenant's Work and/or opening the Premises for business, and shall not preclude Landlord from seeking any other remedy (other than money damages) for such violation.

glass, doors and entrances, storefronts, signs, showcases, floor coverings, interior walls, interior columns and interior partitions, ceilings, lighting fixtures, the HVAC system serving the Premises, plumbing, sewerage, electric and any other utility facilities up to the point of where the given line leaves the Premises, and any loading facilities at the side or rear of the Premises. Tenant, at its own cost and expense, shall keep the Premises free and clear of all mold; and regularly monitor the same for the presence thereof and/or for any conditions that reasonably can be expected to give rise thereto, such as, by way of example, water infiltration. All parts of the interior of the Premises shall be painted or otherwise decorated by Tenant periodically, to keep the Premises in a neat, clean, and modern condition. Tenant agrees to keep in force a standard maintenance agreement on all HVAC equipment with a maintenance company mutually acceptable to Landlord and Tenant, which provides, at a minimum, (i) the monthly changing of all filters. Tenant initially shall provide the Landlord with a copy of said maintenance agreement within thirty days of opening for business; and copies of all quarterly service reports thereafter during the term hereof. Should Tenant install air conditioning equipment on the roof of the Premises, Tenant shall assume primary responsibility for the maintenance and repair of the roof in the area of the installation, and such installation, operation and maintenance shall be made in such manner that the right of Landlord under any roofing bond then in force shall not be affected.

C. If Tenant refuses or neglects to make repairs, or if Landlord is required to make exterior or structural repairs by reason of Tenant's negligent acts or omissions, Landlord shall have the right, but not the obligation, to make such repairs on behalf of and for the account of Tenant. In such event, the cost of such work, including a fifteen (15%) percent administrative fee for Landlord, shall be paid for by Tenant as Additional Rent promptly upon receipt of a bill from Landlord.

19. MECHANIC'S LIENS PROHIBITION

Tenant, at Tenant's expense and with due diligence and dispatch, shall procure the cancellation or discharge of all notices of violation arising from or otherwise connected with alterations, or any other work labor, services or material done for or supplied to Tenant, its successor and assigns, or any person claiming through or under Tenant, which shall be issued by any public authority having jurisdiction or asserting jurisdiction. Tenant shall have no authority to create any liens or permit others to have liens for labor or materials on or against the Shopping Center and/or the Premises and, accordingly, Tenant shall defend, indemnify and hold Landlord harmless from and against any and all mechanic's and other liens and encumbrances filed in connection with alterations or any other work, labor, services or materials done for or supplied to Tenant, its successors and assigns, or any person claiming through or under Tenant, including, without limitation, security interests in any materials, fixtures, or articles installed in and constituting a part of the Premises and against all costs, expenses, and liabilities (including reasonable attorney's fees) incurred in connection with such lien or encumbrance or any action or proceeding brought thereon. Tenant, at Tenant's expense, shall procure the satisfaction or discharge of record of all liens and encumbrances within fifteen (15) days after the filing thereof. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to pay Landlord for all costs and expenses incurred in connection therewith, which expenses shall include reasonable attorney's fees and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Shopping Center.

20. SIGNS, AWNINGS, AND CANOPIES

A. Tenant shall purchase an identification sign and install it above the canopy or elsewhere in front of the Premises. The design and location of said sign shall be subject to the prior approval of Landlord. Prior to installation of Tenant's sign, Tenant shall obtain all necessary permits and approvals from the applicable authorities. Other than the foregoing, and the signage depicted on Exhibit C, Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Premises or in the Shopping Center; nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter or other thing of any kind without first obtaining Landlord's written approval and consent in each instance. Tenant shall maintain any such sign or other installation as may be approved in good condition and repair.

21. SHOPPING CENTER FAÇADE, STOREFRONT AND SIGNAGE RENOVATIONS

Landlord shall have the right, but not the obligation, to renovate the existing Shopping Center by

Lease. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities, and if any equipment installed by Tenant shall require additional utility facilities, the same will be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

B. If the authorities furnishing any utility service for the Shopping Center will not provide a separate meter for measuring Tenant's utility consumption and separate billing therefor, or in the event Landlord determines to use a common connection to any utility system for the benefit of all tenants in the Shopping Center, Tenant agrees to pay Landlord for its utility consumption promptly upon presentation of a bill. Such bill(s) shall be based upon either (i) readings of a meter, which Landlord shall have the right, at its election, to install so that it may accurately reflect Tenant's consumption, or (ii) an estimate of consumption and cost prepared by an expert retained by Landlord. Landlord shall bill Tenant at the same rate, including taxes, as would otherwise be payable by Tenant directly to the utility company or municipality, plus any costs incurred in determining Tenant's utility consumption. Any bill rendered by Landlord to Tenant for utility charges shall be payable by Tenant as Additional Rent within ten (10) days of being billed therefor.

C. In the event the regulations of the utility company providing service prevent Tenant from applying for and obtaining any utility meter in Tenant's name, Landlord shall apply for a meter in Tenant's name. Prior to completion and filing the application by Landlord, Tenant shall pay Landlord all amounts required for any deposits and hook-up charges by the utility company and, in addition, Tenant shall deposit the sum of five hundred (\$500.00) dollars (hereinafter the "Utility Deposit"), to be held by Landlord, without liability for interest. Landlord shall have the right to apply any or all of the Utility Deposit toward payment of any outstanding bills due and owing by Tenant to the utility company. If Landlord is required to so apply all or any portion of the Utility Deposit, Tenant shall pay to Landlord the amount required to restore the Utility Deposit to the original required balance, promptly upon receipt of written notice from Landlord. At the expiration of the Lease, and after payment by Tenant of all final utility bills, Landlord shall return any unused portion of the Utility Deposit to Tenant.

D. Landlord reserves the right to replace a utility service provider at any time and for any reason. In the event that Landlord elects to make a change in service provider, Tenant covenants and agrees to cooperate with Landlord, including, without limitation, providing reasonable access to the electric lines, feeders, risers, and wiring within the Premises.

23. COMMON AREAS

A. The phrase "Common Areas" shall mean all areas of the Shopping Center which are now or hereafter made available by Landlord, from time to time, for the common and joint use and benefit of Landlord, the Tenant, other tenants and occupants within the Shopping Center, and any other persons or owners of other real estate, outlots or other real property outside the boundaries of the Shopping Center, if any, their respective customers and invitees. The Common Areas shall include, but shall not be limited to, package pickup stations, elevators, escalators, stairways, pedestrian sidewalks, parking areas and structures (whether in tiers or at, or below grade), curbs, parking areas, driveways and roads, malls, arcades, concourses, service corridors, loading platforms and truck docks, delivery areas, directory signs and equipment, public restrooms, courts and ramps, landscaped and vacant areas, retaining walls, retention and detention ponds, building enclosures and roofs covering Shopping Center buildings, perimeter walls and fences, bus stops, first-aid and comfort stations, lighting facilities, sewer lines, water mains, and other utility systems, drinking fountains, mechanical equipment, pipes, ducts, conduit wires, off-site utility facilities at the Shopping Center (for example, retention areas and drainage facilities), and all other equipment and facilities relating to the Shopping Center and not located in areas leased to tenants.

B. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to change the area, level, location and arrangement of the Common Areas, including parking areas and other facilities; to build multi-story parking facilities and other buildings, or to remove same; to restrict parking by Tenants, their officers, agents and employees; to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking tickets validated by Tenants; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication therein or the accrual of any right to any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Landlord shall operate

liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent nor shall diminution of such areas be deemed constructive or actual eviction.

24. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, grant licenses or concessions, or sublet all or any part of the Premises. In addition, for the purposes of this Article, an assignment shall be deemed to include any transfer of Tenant's interest in the Lease by operation of law, or by consolidation, merger or transfer of controlling interest in ownership. Any assignment of Lease shall contain an assumption by the assignee of all of the terms, covenants and conditions of this Lease to be performed by Tenant hereunder; and no assignment or subletting shall release Tenant from any of its obligations under the Lease, and Tenant shall remain primarily liable for all the terms, conditions, and obligations hereunder. The acceptance by Landlord of any payment due hereunder from anyone other than Tenant or any reference in this Lease to any subtenant or concessionaire shall not be construed as consent by Landlord to any assignment or subletting by Tenant nor grant Tenant the right to assign or sublet or to permit anyone to occupy any portion of the Premises. In the event Landlord elects to waive its rights hereunder with respect to a request of Tenant to assign or sublet, Tenant shall pay to Landlord a review and processing fee equal to the greater of \$5,000 or five percent of the consideration. For purposes hereof, the term "consideration" means the price actually paid or required to be paid in connection with the transaction whether paid in cash, property, or any other thing of value. The foregoing fee is to defray Landlord's legal and other expenses in connection with any request made hereunder. This fee shall be non-refundable and Landlord reserves the right to collect said fee in advance of undertaking any review or document preparation. If Landlord waives its rights hereunder and is willing to consent to an assignment or sublease, Tenant shall be required to assign or sublet at the fair market rental value determined by Landlord with reference to Landlord's then current leasing standards; and Landlord shall be entitled to receive any excess rentals or other charges however so denominated payable by the assignee or subtenant over the amounts being paid by Tenant to Landlord.

Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this lease or sublet the Premises to:

- (i) A corporation the outstanding stock of which is fifty percent (50%) or more owned or controlled by Tenant or Michael Litch or Marian Litch, or any member of the Litch family; or
- (ii) Tenant's parent or any subsidiary or affiliate of Tenant or its parent, or
- (iii) Any corporation or entity that acquires all or substantially all of the assets or issued or outstanding share of capital stock of Tenant; or
- (iv) Any partnership the majority interest of which shall be owned by Michael Litch or Marian Litch, or any member of the Litch family; or
- (v) Any approved franchisee of Little Caesar Enterprises, Inc.

Said assignment or sublease shall be subject to the following terms and conditions: (i) Landlord receives an executed copy of such assignment or sublease instrument within thirty (30) days of the transaction; (ii) the transferee assumes all of the covenants and obligations of the Lease; (iii) such assignment or sublease provides for use of the Premises as set forth in this Lease; and (iv) such assignment or sublease shall not relieve Tenant of or from its obligations under this Lease.

25. INDEMNITY AND INSURANCE

A. Tenant shall indemnify, defend, and hold harmless Landlord, Landlord's managing agent, and any holder of a first mortgage on all or any portion of the Shopping Center from and against all claims of whatever nature arising from any act, omission, or negligence of the Tenant, Tenant's contractors, agents, employees, or any other person(s) acting in concert therewith; or arising from any accident, injury, or damage whatsoever, caused to any person or to property, or from any violation of applicable ordinance, regulation, or law, occurring in, upon, at, or from the Premises or in connection with Tenant's occupancy or use thereof; or arising from any accident, injury, or damage occurring outside of the Premises, but within the Shopping Center, where such accident, injury, or damage results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. This indemnity and hold harmless

upon any and all claims, accidents, injuries, or damages described in above, with limits of liability for: bodily injury (including death) and property damage of not less than a combined single limit of \$2,000,000 per occurrence and a general aggregate limit of not less than \$3,000,000; and property damage insurance covering liability for damages to all personal property and inventory in the amount of at least \$100,000 for each occurrence, which shall not contain the "care, custody and control" exclusion. The policy of commercial general liability insurance shall be written on an "occurrence" basis and not a "claims made" basis and shall provide that it is primary with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance. If Tenant sells, serves, or distributes alcoholic beverages in or from the Premises, then such policy shall include, at the same minimum limits of liability, liquor legal liability coverage;

(2) a policy of insurance, commonly known as Special Causes of Loss Property Insurance (also and historically known as "Special Perils" or "All-Risk" insurance), insuring against loss or damage or injury or destruction of Tenant's fixtures, furniture, storefront, improvements and equipment and heating, cooling, or other mechanical systems in or serving the Premises, whether or not installed by Tenant, to the extent of the full replacement amount of their value in the event of damage due to such perils and hazards caused by, but not limited to, the following: fire, water, sprinkler leakage, flood, wind, collapse, earth movement, vandalism, malicious mischief, boiler or other machinery failure or malfunction. Said policy shall be in at least as broad a form as the Insurance Services Offices (ISO) Special form. In addition to the foregoing, Tenant also shall obtain insurance against a loss in business income, which policy shall cover a period of at least twelve months. Tenant shall obtain such endorsements, separate policies, or difference in conditions policies as may be necessary to obtain the foregoing insurance coverage. Such insurance policies to be provided for and kept in force by Tenant shall provide that the loss, if any, be payable to Landlord and Tenant as their respective interests may appear, except as herein provided, and such insurance policies may exclude foundations, excavation, and the usual items customarily excluded in such insurance policies. Where reference is hereto made to fixtures and equipment, it is intended that the same be fixtures and equipment appurtenant to and used in connection with the operation of the Premises. Landlord may require that the interest of any mortgagee under a mortgage to which this Lease is subordinate, be protected by proper endorsements to any such policies of insurance, and that the originals of such policies of insurance be delivered either to such mortgagee or to Landlord;

(3) plate glass insurance covering all exterior and interior plate glass in the Premises; and

(4) such other types of insurance as Landlord may reasonably require for Tenant's specific use of the Premises, or as may be customarily required of retail tenants.

C. In each case, all such policies shall be in at least as broad a form as the ISO form. The foregoing insurance must be issued in the name of Tenant and shall name Landlord, Landlord's managing agent, and their respective successors and/or assigns as additional insureds on a primary basis. Said policy shall contain endorsements that the insurance may not be canceled or amended without thirty (30) days written notice by registered mail to Landlord by the insurance company. Said insurance shall be issued by a reputable and financially sound insurance company with a minimum policyholder rating of "A" and be assigned a financial size category of at least Class VIII as rated by Best's Key Rating Guide of A.M. Best Co. and be duly licensed in the state where the Shopping Center is located.

D. The original policies of all such insurance, or certificates of insurance evidencing the required policies and endorsements, shall be delivered to Landlord by Tenant on or before the earlier to occur of the date Tenant takes possession of the Premises or within ten (10) days of the execution of this Lease, and Tenant shall deliver certificates of insurance evidencing renewal of all such insurance no later than thirty (30) days prior to the expiration of any insurance policies. The minimum limits of any insurance coverage required herein shall not limit Tenant's liability under this Lease.

E. All insurance policies herein required to be procured by Tenant shall contain an express waiver of any right of subrogation by the insurance company against Landlord.

F. It is understood and agreed that the Tenant assumes all risk of damage to Tenant's property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise. Tenant hereby waives any claim that it may have against Landlord and releases Landlord, to the full extent permitted by law, from

G. Tenant shall not stock, use or sell any item or do anything in or about the Premises which may be prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Premises, the building of which they are a part and all other buildings in the Shopping Center. Tenant shall pay on demand any increase in premiums for Landlord's insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Premises or the Shopping Center whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use, occupancy or vacancy of the Premises, a schedule issued by the organization making the fire insurance, extended coverage, vandalism and malicious mischief, special extended coverage or any all-risk insurance rates for said Premises or any rule books issued by the rating organization or similar bodies or by rating procedures or rules of Landlord's insurance companies shall be conclusive evidence of the several items and charges that make up the insurance rates and premiums on the Premises and the Shopping Center. If, due to the (i) occupancy, or (ii) abandonment, or (iii) Tenant's failure to occupy the Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then in any of such events Tenant shall indemnify and hold Landlord harmless and shall pay on demand the increased cost of such insurance. Tenant also shall pay in any such events any increased premium on the rent insurance that may be carried by Landlord for its protection against rent loss through fire or other casualty.

26. DESTRUCTION

A. Tenant shall give prompt notice to Landlord in case of fire or other casualty to the Premises or the Shopping Center. If by reason of any casualty: (i) the Premises, or the building of which the Premises are a part, or the buildings (taken in the aggregate) in the Shopping Center, are damaged to the extent of more than twenty-five (25%) percent of the cost of replacement thereof; or (ii) the Premises are damaged in whole or in part during the last two years of the Term hereof; or (iii) the Premises or the Shopping Center are damaged by a casualty not covered by the Landlord's insurance, then either party may terminate this Lease by written notice to the other within ninety (90) days after the date of the casualty (and confirmation of the aforementioned). If such notice shall be given, then the Lease will terminate on the date specified by Landlord in said notice, which date shall be not more than sixty (60) days after the giving of said notice. Tenant's liability for Rent upon the termination of this Lease shall cease as of the day following the event or damage.

B. If the casualty shall render the Premises untenantable in whole or in part, and provided that the casualty is not caused by the negligence of Tenant, Tenant's agents, servants, employees, contractors, licensees, or concessionaires, then during the period of such untenability, the Minimum Rent due hereunder shall be reduced by that fraction, the denominator of which is total square footage of the floor area of the Premises and the numerator of which is the amount of floor area of the Premises rendered untenantable. The foregoing abatement of Minimum Rent shall end five days after notice by Landlord to Tenant that Landlord has completed its repair obligations hereunder. Nothing in this Article shall be construed to abate Percentage Rent or Additional Rent, but (i) the computation of such Percentage Rent shall be based upon the revised Minimum Rent as the same may be abated and (ii) the computation of Tenant's share of Additional Rent shall use as its numerator the square footage of the floor area of the Premises less the amount of floor area of the Premises rendered untenantable.

C. Provided this Lease is not terminated pursuant to any provision hereof, and subject to Landlord's ability to obtain the necessary permits and the necessary insurance proceeds, Landlord shall repair or reconstruct the Premises; however, in no event shall Landlord be required to expend an amount in excess of the insurance proceeds received by Landlord in performing such repairs or reconstruction. Tenant shall hold the proceeds of all insurance carried by Tenant on Tenant's property and improvements in trust for the purpose of repair and replacement. Immediately after Landlord has completed its restoration of the Premises, Tenant shall expeditiously repair and restore Tenant's trade fixtures, equipment and improvements to the same condition as prior to the casualty and Tenant shall promptly reopen Tenant's store for the conduct of business.

27. CONDEMNATION

A. Total: If the whole of the Premises shall be acquired or taken by eminent domain for any public or

are located so as to constitute the portion of the building not taken a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing said building, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. The term "amount received by Landlord" shall mean that part of the award in condemnation that is free and clear to Landlord after collection by mortgagees and payment of legal fees and expenses of securing the award.

C. If more than twenty (20%) percent of the floor area of the building in which the Premises are located shall be taken as aforesaid, Landlord or Tenant may, by written notice to the other, terminate this Lease, such termination to be effective as of the date that title vests in the taking authority.

D. If this Lease is terminated as provided in this Article, the Rent shall be paid up to the day that title vests in the taking authority and Landlord shall make an equitable refund of any Rent paid by Tenant in advance.

E. Award: Tenant shall not be entitled to and expressly waives all claim to any condemnation award for any taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee although, Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in Tenant's own right for damage to Tenant's business, fixtures and improvements installed by Tenant at Tenant's expense.

28. DEFAULT AND REMEDIES

A. The happening of any of the following shall be an "Event of Default":

- (1) Tenant's failure to pay any Rent within five (5) days after written notice of such failure shall have been given to Tenant;
- (2) Tenant fails to observe or perform any other terms, conditions, covenants or agreements of this Lease for more than thirty (30) days after written notice of such failure shall have been given to Tenant
- (3) Tenant or an agent of Tenant falsifies any report required to be furnished to Landlord;
- (4) Tenant becomes insolvent insofar as Tenant's liabilities exceed a fair value of Tenant's assets or it becomes generally unable to pay Tenant's debts as they come due;
- (5) there is commenced by or against Tenant any bankruptcy, receivership, insolvency, reorganization, dissolution, or liquidation proceedings;
- (6) Tenant makes a general or limited assignment for the benefit of creditors or any similar assignment, or petitions for, proposes, or enters into any composition, extension, or moratorium of debts;
- (7) Tenant permits or suffers the appointment of a receiver, trustee, or similar party to take charge of any property, or permits or suffers this Lease to be executed upon or attached, or permits or suffers this Lease to pass or to devolve upon by operation of law or otherwise to a party other than Tenant; and
- (8) Tenant, or any affiliated or related entity of the Tenant, defaults with respect to any lease, other than this Lease, with the Landlord.

B. The five (5) and thirty (30) day notice periods referenced in paragraphs (1) and (2) are referred to as the Default Notice Period and the notices are referred to as the Default Notice.

C. Upon an Event of Default, this Lease and the Term hereunder shall automatically terminate at the expiration of the applicable Default Notice Period without further notice, unless Landlord has elected in writing to rescind the Default Notice. In the event of such termination, Tenant shall remain fully liable hereunder. From and after the termination of this Lease as provided herein, the unilateral payment of Rent or performance by the Tenant shall not create any tenancy, but rather, shall be, at Landlord's discretion, deemed to be on account of a just debt owed to the Landlord or as use and occupancy payments during the Tenant's unlawful detainer of the Premises. Further, the Landlord's acceptance of any payment or performance due it from the Tenant shall not be deemed a recognition of any tenancy, constitute any form of acquiescence by the Landlord, cause a reinstatement of the Lease, or otherwise impair or prejudice Landlord's right to recover the Premises, by judicial process or otherwise during the Tenant's unlawful detainer thereof. In addition, in

E. If, absent an event of Force Majeure, the Tenant substantially reduces its business at the Premises, discontinues, abandons, or otherwise fails to operate; and said closing continues for more than three consecutive days on which the Tenant is required to keep the Premises open for business pursuant to Article 10 hereof, then Tenant shall be deemed to have abandoned the Premises and said abandonment shall be an "Event of Default" without the necessity of any notice from the Landlord to the Tenant.

F. Upon an Event of Default, in addition to all other rights and remedies available hereunder or allowed by law or equity, Landlord may take any one or more of the following actions to the extent same are permitted by applicable law:

(1) Landlord shall have the immediate right to reenter and to remove all persons and property from the Premises, and such property may be removed, disposed of, and/or stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process (all of which Tenant expressly waives), and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord shall have and Tenant hereby grants and conveys to Landlord, a lien and security interest for the payment of all sums agreed to be paid by Tenant herein upon all Tenant's property, equipment, furniture, fixtures, and other assets at the Premises, which is to be in addition to Landlord's lien as may be provided by law. Tenant hereby irrevocably constitutes and appoints Landlord its agent and attorney-in-fact to execute and record on Tenant's behalf any notice of lien or any financing statements which may be necessary or required by Landlord to evidence or perfect said lien.

(2) Landlord may make such alterations and repairs as may be necessary in order to relet the Premises; and Landlord may relet said Premises or any part thereof for such term or terms, which term(s) may be different from the Term of this Lease, and at such rentals, and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and it is expressly agreed and understood that Landlord may relocate an existing tenant of the Shopping Center to the Premises, and such tenant's existing lease shall remain in full force and effect through the remainder of the Term thereof, unless and to the extent the premises leased under such existing lease have been relet to a new tenant for equivalent rent payments. Upon each reletting of the Premises all rentals received by Landlord from such reletting shall be applied first, if the Premises are relet to an existing tenant of the Shopping Center which has relocated to the Premises, to the payment of such tenant's rent under Tenant's existing lease through the remainder of the Term thereof; and then to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; and then to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and the costs of such alterations and repairs; and then to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be the sole property of Landlord. If the rentals received from such reletting during any month are insufficient to pay the total Rent due during that month from Tenant, Tenant shall pay any deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to any offset or credit for payments received by Landlord in excess of the amounts due from Tenant hereunder, either on a monthly or cumulative basis.

(3) The non-breaching party may recover from the breaching party all damages it may incur by reason of the breaching party's default, including, without limitation: (a) the cost of recovering the Premises, and repairing, restoring, altering, or otherwise putting the Premises into condition acceptable to a new tenant; (b) court costs and reasonable attorneys' fees; (c) heat and other utility charges; and (d) at Landlord's sole discretion, either (i) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at five (5%) percent, or (ii) the Rent as it becomes due for the remainder of the Term hereof. In determining the Rent which would be payable by Tenant, subsequent to default, the Rent for each year of the unexpired Term shall be equal to the average annual Rent paid by Tenant from the commencement of the Term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.

(4) Landlord may cancel any unexercised renewal or extension option contained in this Lease by two (2) days written notice to Tenant.

(5) cure the default on the Tenant's behalf and charge the Tenant with cost and expense thereof.

such Rent is due under this Lease without requesting any deferral thereof and shall continue to perform all other obligations under the Lease; and (ii) within sixty (60) days from and after the entry of an order for relief under Sections 301, 302, or 303 of Title 11 of the United States Code or a similar assumption by any federal or state court of jurisdiction over the administration of Tenant's property, Tenant shall, unless Landlord agrees in writing to a further extension of time, exercise any available right to assume or reject this Lease and shall not request any extension of time from any court of competent jurisdiction to exercise such right.

H. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

I. Tenant expressly waives any right or defense which it may have to claim a merger and neither the commencement of any action or proceeding nor the settlement thereof or entering of judgment therein shall bar Landlord from bringing subsequent actions or proceedings from time to time.

J. In the event Landlord (i) retains an attorney to enforce the provisions of this Lease against Tenant, (ii) brings a legal action or proceedings against Tenant, or (iii) has to defend any action or proceedings brought by or against Tenant, including, but not limited to appeals or proceedings in bankruptcy or receivership, Landlord shall be entitled to recover from Tenant its reasonable legal fees, including paralegals' fees and legal assistants' fees, and expenses in such action or proceeding as Additional Rent or otherwise, or may recover same in a separate action or subsequent proceeding.

K. Intentionally Deleted

L. In addition to Landlord's rights under this Article, in the event (i) Landlord does not receive the total amounts due with respect to any Rent payment by the tenth (10th) day of the month in which it is due, or (ii) any of Tenant's checks are returned unsatisfied or uncollectable for any reason whatsoever, Tenant shall pay Landlord an administrative fee of equal to five (5%) percent of said Rent payment. Said administrative fee shall be deemed Additional Rent and shall be due and payable to Landlord together with the next installment of Rent due hereunder. The administrative fee set forth above is intended as reasonable estimate of Landlord's administrative costs and damages because of Tenant's failure to pay Rent on a timely basis or Tenant's checks are returned unsatisfied or uncollectable. The parties agree that this administrative fee is reasonable, bears significant relation to the actual administrative costs that Landlord might sustain, which administrative costs Tenant and Landlord agree would be uncertain and difficult to prove, and is not a penalty for Tenant's failure to pay Rent on a timely basis or because Tenant's checks are returned unsatisfied or uncollectable. The acceptance by Landlord of said administrative fee shall not preclude Landlord from seeking and pursuing any other remedy under this Lease. In addition, in the event any of Tenant's checks are returned unsatisfied or uncollectable for any reason whatsoever, Landlord shall have the right to require Tenant to pay all future Rent payments and other payments required by this Lease by certified or bank cashier's check by giving Tenant seven (7) days written notice of its election.

M. In an Event of Default, in addition to the other sums owed to Landlord, Tenant shall immediately pay to Landlord the unamortized portion of the Tenant's Reimbursable Costs payable to Tenant by Landlord pursuant to this Lease, which amount shall be amortized on a straight-line basis over the first one hundred twenty (120) months of the term of this Lease.

N. Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term of this Lease. In the event of breach or anticipatory breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein.

29. NOTICES

If to Landlord:

Centro Heritage SPE 4 LLC
c/o Centro Properties Group | Northeast Office
131 Dartmouth Street
Boston, MA 02116-5134
Attention: Legal Dep't

If to Tenant:

Wadleigh Food Services, Inc.
15 River Place Drive, #15-26
South Portland, ME 04106

B. Separate from the Landlord's address for the giving of notices, Landlord also hereby designates the following address for the payment of Rent:

Rent payments:

Centro Heritage SPE 4 LLC
General Post Office
P.O. Box 30906
New York, NY 10087-0906

C. Tenant acknowledges that the above-address is for the payment of Rent only and only the address set forth in paragraph "A" above is the only valid and binding address for giving notice under the Lease.

D. Any party may, by proper notice to the other, designate other addresses for the purposes of notice and/or payment of Rent. Any notice, demand, or communication from the managing agent or an attorney acting or purporting to act on behalf of the Landlord shall be deemed to be notice from the Landlord. Tenant's refusal to accept delivery shall in no way negate the effectiveness of said notice. In the event Tenant vacates the Premises and does not designate, in writing, another address to Landlord, Landlord may serve any such notice to the Premises and such service shall be deemed good and sufficient notice to Tenant.

30. ACCESS TO PREMISES & EXCAVATION

A. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and other portions of the Shopping Center. Landlord shall also have the right to enter the Premises at all times to inspect, exercise its rights under Article 28, or to exhibit the same to prospective purchasers, mortgagees and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon said Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the Rent reserved shall not abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. If Tenant shall not be personally present to permit an entry into said Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefor and without in any manner affecting the obligations of this Lease. The provisions of this Article shall not be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the building or any part thereof except as otherwise herein specifically provided. During the six (6) months prior to the expiration of this Lease or any renewal Term, Landlord may place upon the Premises "For Lease" signs that Tenant shall permit to remain thereon.

B. If an excavation shall be made upon land adjacent to the Premises, Tenant shall permit the person authorized to cause such excavation license to enter upon said Premises for the purpose of doing such work as such person deems necessary to preserve the wall or the building of which said Premises form a part from damage and to support the same by proper foundations without any claim for damages against Landlord or abatement of Rent.

31. RELOCATION – Intentionally Deleted

32. SUBORDINATION

Tenant agrees that Tenant's interest and rights under this Lease are and shall at all times remain

33. ESTOPPEL CERTIFICATES

Tenant shall, from time to time, within ten (10) days after request from Landlord or any mortgagee of Landlord, execute and deliver a certificate certifying, to the extent true, the following: (i) that this Lease is in full force and effect and unmodified (or, if there have been modifications, that the same is in full force and effect as modified and stating the modification); (ii) that the Term of the Lease has commenced and stating the dates of commencement and termination thereof; (iii) the amount of Rent then accruing hereunder and the date to which the Rent has been paid, and that no Rent has been paid more than thirty (30) days in advance; (iv) that Tenant has accepted possession of the Premises, and that any improvements required by the terms of this Lease have been completed to the satisfaction of Tenant; (v) the amount, if any, that Tenant has paid to Landlord as a security deposit; (vi) that the address for notices to be sent to Tenant is as set forth in this Lease, or if not, stating the correct address; (vii) that Tenant, as of the date of the certificate, has no charge, lien, or claim of offset under this Lease or otherwise against Rent or against Landlord; (viii) that, to the knowledge of Tenant, Landlord is not then in default under this Lease; and (ix) such other matters as may be reasonably requested by Landlord or any mortgagee of Landlord. Any such certificate may be relied upon by Landlord, any successor of Landlord, any mortgagee of Landlord, or any prospective purchaser of the Shopping Center.

33. LANDLORD'S LIABILITY

Tenant shall look solely to the estate and property of Landlord in the Shopping Center for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies. In no event shall individual officers, directors, trustees, partners, shareholders, managing agents, or employees of Landlord, or of any subsidiary wholly owned by Landlord, be personally liable hereunder.

34. END OF TERM

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as the Premises were in on the Rent Commencement Date, broom clean, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to Landlord. Before surrendering said Premises, Tenant shall remove all Tenant's personal property and trade fixtures (but not leasehold improvements such as carpeting, floor coverings, attached shelving, lighting fixtures, wall coverings, and similar improvements even though potentially made by Tenant during the term hereof), and shall repair any damage caused thereby. In addition, upon written notice from Landlord, Tenant shall remove any alterations, additions or decorations made by Tenant during the Term of this Lease. Tenant's obligations to perform this provision shall survive the end of the Term of this Lease. If Tenant fails to remove Tenant's property upon the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of Landlord and Tenant shall be responsible for the cost of removal and other charges for such property.

35. HOLDING OVER

From and after the expiration of the Term of this Lease, if Tenant fails or neglects to vacate the Premises, then such holding over shall be deemed to create a Tenancy-at-Sufferance. In that event, Tenant waives all notice, including a notice to quit, and Landlord reserves the right to make entry upon the Premises, without the necessity of judicial process, and dispossess the Tenant from the same. During Tenant's holdover, Tenant shall be liable to the Landlord for use and occupancy charges at a daily rate equal to twice the Rent payable as of the Lease Expiration Date divided by three hundred sixty (360). In addition, Tenant shall indemnify Landlord against any loss or liability resulting from Tenant's delay in surrendering the Premises on the Lease Expiration Date.

36. QUIET ENJOYMENT

Tenant, upon paying the Rent, and performing all of the terms on Tenant's part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground Lease or agreements to which this Lease is subordinated.

B. If Landlord is unable to give possession of the Premises on the Lease Commencement Date because of the holding-over or retention of possession by any tenant, subtenant, or occupant, or if the Premises are in the process of construction, and such construction has not been sufficiently completed to render the Premises ready for occupancy, Landlord shall not be subject to any liability for failure to give possession on said date, and the validity of the Lease shall not be impaired under such circumstances, nor shall the same be construed to renew or extend the Term of this Lease, but the Rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that the Premises are substantially ready for Tenant's occupancy. If permission is given to the Tenant to enter into possession of the Premises or to occupy other space prior to the Lease Commencement Date, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease.

38. BROKER'S COMMISSIONS

Tenant represents and warrants that except for CBRE/The Boulas Company (the "Broker"), there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities, including reasonable cost of counsel fees, arising out of discussions or dealings of Tenant with any broker.

39. MISCELLANEOUS PROVISIONS

A. REIT Qualifications. Tenant and Landlord agree that Rent paid to Landlord under this Lease shall qualify as "rents from real property" as defined in the Internal Revenue Code ("Code") Section 856(d) and as further defined in Treasury Regulation ("Regulation") Section 1.856-4. Should the requirements of the Code section and Regulation section be amended so that any Rent payable to Landlord under this Lease no longer qualifies as "rents from real property" for the purposes of the Code and associated Regulation, such Rent payable to Landlord under this Lease shall be adjusted so that it will qualify as "rents from real property" under the Code and Regulation, as amended; provided, however, that any adjustments required pursuant to this Article shall be made so as to produce the equivalent (in economic terms) Rent as payable prior to such adjustment. Tenant and Landlord shall enter into such amendment or amendments required to effect the foregoing provisions.

B. No Waiver. Failure of Landlord to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent shall be deemed to be other than on account of the earliest Rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided, and no waiver by Landlord in respect to one tenant shall constitute a waiver in favor of any other tenant in the Shopping Center. The acceptance by Landlord of a check or checks drawn by a party other than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment or other transfer of this Lease by Tenant.

C. Partial Invalidity. If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

D. Provisions Binding. Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if Tenant shall be more than one person or entity, they shall all be bound, jointly and severally, by these provisions. In the event of any sale or transfer of the Landlord's interest in the Shopping Center or this Lease, then Landlord shall be entirely relieved of all obligations hereunder.

writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any Article, nor in any way affect this Lease.

F. Construction. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

G. Confidentiality. Tenant acknowledges that the terms and provisions of this Lease, including, but not limited to, amounts of Rent and other consideration, were negotiated and agreed to by or on behalf of Landlord and Tenant without reference to comparability with the terms and conditions of other leases at the Shopping Center. Tenant agrees that it will not, without the prior written consent of Landlord, reveal the terms and conditions of this Lease, including but not limited to amounts of Rent, to anyone other than Tenant's lenders, potential investors, or financial or legal advisors who themselves agree to keep such information confidential.

H. Consent. Tenant consents to the Landlord and its agents' use of Tenant's federal identification or social security number to obtain credit reports and other financial information from time to time.

I. Governing Law. This Lease shall be governed by the provisions hereof and by the laws of the State in which the Shopping Center is located.

J. Labor Relations. Tenant agrees to conduct Tenant's labor relations and its relations with its employees and agents in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Premises and the Shopping Center. Tenant further agrees that if any of its employees or agents strike, or if picket lines or boycotts or other visible activities objectionable to Landlord, are established or conducted or carried out against Tenant or its employees or agents, or any of them, on or about the Premises or the Shopping Center, Tenant shall immediately close the Premises to the public and remove all employees therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Landlord's satisfaction.

K. Recording. Tenant shall not record this Lease or any memorandum thereof without the written consent of Landlord.

L. Headings & Construction. The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Lease. Landlord and Tenant acknowledge that each have reviewed and revised this Lease and had an opportunity to consult with legal counsel. Accordingly, each agree that any applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party shall not be applicable or employed in the interpretation of this Lease or any exhibits or amendments hereto.

M. Corporation/LLC. In the event that Tenant is a corporation or limited liability company, then upon the execution of this Lease, Tenant shall deliver to the Landlord evidence, in a form reasonably satisfactory to Landlord (e.g., a Clerk's or Secretary's Certificate), confirming that the execution of this Lease has been duly authorized. The person executing this Lease on behalf of Tenant hereby covenants, represents, and warrants that Tenant: is a duly incorporated or duly qualified (if foreign) entity is authorized to do business in the State where the Shopping Center is located; and that he or she is an officer or managing member of such Tenant, and is duly authorized to sign and execute this Lease.

N. USA Patriot Act Certification. Each party hereby represents and warrants that: (a) the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") has not listed such party or any of such party's affiliates, or any person that controls, is controlled by, or is under common control

shall become effective as a Lease only upon execution and legal delivery thereof by Landlord and Tenant. In the event that Tenant is not an individual, then Tenant shall deliver to the Landlord the requisite certificate or resolution, in a form reasonably satisfactory to Landlord, confirming that the execution of this Lease has been duly authorized. This Lease may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document.

[the remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Witnesses for Landlord:

Centro Heritage SPE 4 LLC

[Signature]

By:

[Signature]
Barry Rodenstein
Senior Vice President Leasing -Northeast

[Signature]

Witnesses for Tenant:

Wadleigh Food Services, Inc.

[Signature]

By:

[Signature]
[Please Sign Name]

Name:

Thomas ERNST
[Please Print Name]

Title:

President
[Please Print Title]

ALLISON STEELE

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Witnesses for Landlord:

Centro Heritage SPE 4 LLC

By: _____
Barry Rodenstein
Senior Vice President Leasing -Northeast

Witnesses for Tenant:

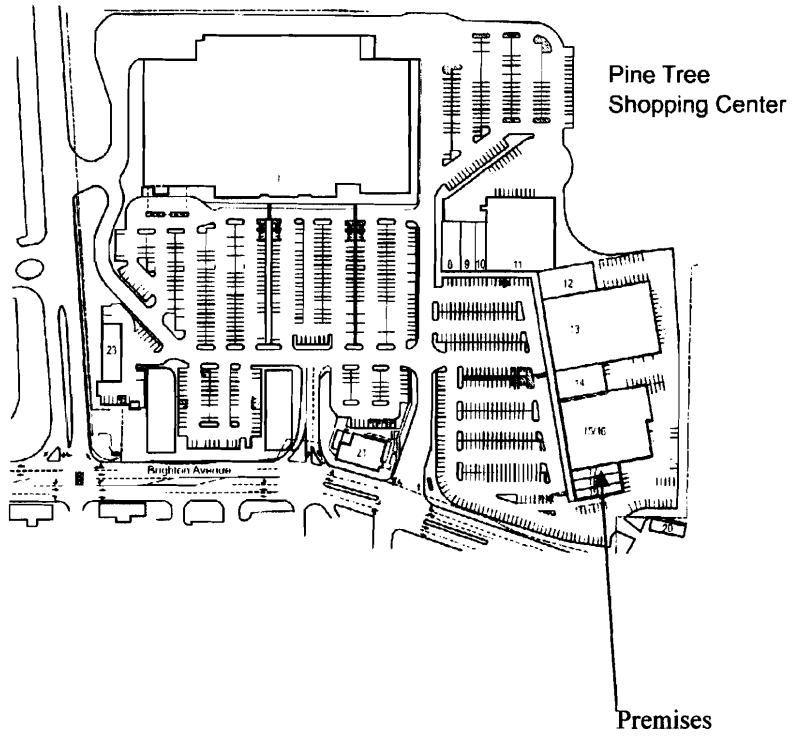
Wadleigh Food Services, Inc.

By: _____
[Please Sign Name]

Name: _____
[Please Print Name]

Title: _____
[Please Print Title]

EXHIBIT A
SHOPPING CENTER & THE PREMISES



not to scale

EXHIBIT B
RULES & REGULATIONS

1. All deliveries or shipments of any kind to and from the Premises, including loading and unloading of goods, shall be made only by way of the rear of the Premises or at any other location designated by Landlord, and only at such times designated for such purpose by Landlord.
2. Garbage and refuse shall be kept in the kind of container approved by Landlord and shall be placed at the location designated by Landlord, for collection at the times and by such contractor as specified by Landlord; Tenant to pay the cost of removal.
3. No radio, television, phonograph or other similar devices, or aerial attached thereto (inside or outside) shall be installed without first obtaining in each instance Landlord's consent in writing, and if such consent is given, no such device shall be used in a manner so as to be heard or seen outside the Premises.
4. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
5. The outside area immediately adjoining the Premises, including the sidewalk and loading area, shall be kept clean and free from snow, ice, dirt and rubbish by Tenant, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas.
6. Tenant shall not use the public or Common Areas in the Shopping Center for business purposes.
7. The parking spaces within 100 feet of the front of any building must be left for customer use only. Tenant and Tenant's employees shall park their cars only in those portions of the parking area, if any, designated for that purpose by Landlord; Tenant to furnish Landlord with Tenant's and Tenant's employees' automobile license numbers within five days after taking possession of the Premises and Tenant to thereafter notify Landlord of any changes within five days after such changes occur; and if Tenant or Tenant's employees fail to park their cars in designated parking areas, then Landlord may charge Tenant ten (\$10.00) dollars per day for each day or partial day per car parked in any areas other than those designated, as and for liquidated damages.
8. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be permitted therein.
9. Tenant shall keep the Premises free of pests and insects and Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require.
10. Tenant shall keep all trash, refuse and the like in covered trash receptacles. Tenant shall not burn trash or garbage in or about the Premises, the Shopping Center or within one mile of the outside radius of the Shopping Center.
11. Tenant shall not place, suffer or permit displays, decorations or shopping carts on the sidewalks in front of the Premises or on or upon any of the Common Areas of the Shopping Center.

EXHIBIT C
STORE FRONT AND SIGNAGE

(to be attached)

EXHIBIT D
LANDLORD'S SUBORDINATION OF LIEN

LANDLORD (the "Landlord"), being owner and landlord of certain store premises (the "Premises") located in the PROPERTY and ADDRESS (the "Shopping Center"), which Premises are leased to TENANT ("Tenant") pursuant to a lease, dated LEASE DATE (the "Lease"), agrees to subordinate its landlord's lien under the Lease in accordance with and subject to the following terms and conditions:

Landlord hereby agrees to subordinate any claim against or lien upon the inventory and/or equipment installed by Tenant in the Premises, which shall in no event include leasehold improvements (the "Collateral"), in which LENDER ("Lender") may have a security interest, to any claim by or lien of Lender, unless and until all amounts owing to Lender have been paid in full.

Lender shall notify Landlord when all amounts owed to Lender have been paid in full and shall periodically provide an accounting of the total owed to Lender, within thirty days of Landlord's request.

This Subordination shall terminate:

1. When all amounts owed to Lender have been paid; or
2. If Lender fails to respond to Landlord's written request for an accounting of the total owed to Lender, within twenty days; or
3. Twenty days after the Tenant vacates the Premises, in which case the Collateral shall be considered abandoned by Lender.

Landlord agrees to interpose no objections to the entry by Lender, its successors and assigns, upon the Premises for the sole purpose of taking possession and promptly removing, in a good and workmanlike manner, all or any part of the Collateral provided: (i) Lender shall first give Landlord thirty days prior written notice by certified or registered mail of any such entry, (ii) Lender shall represent to Landlord that it holds a valid first lien against the Collateral and has the right to remove the Collateral and (iii) Landlord shall have the option to cure any default of the lien under which Lender claims a security interest prior to the expiration of the aforementioned thirty day notice. In the event Lender takes possession and removes any or all of the Collateral it shall promptly and properly restore any damage caused by said removal and perform the removal in such a manner so as to leave all utility and plumbing lines serving said equipment intact, properly capped off and further to be left in a manner so as not to be in violation of any local, state or other governmental codes or regulations.

Notices shall be sent to the addresses below:

If to Landlord:

c/o Centro Properties Group – Northeast
131 Dartmouth Street
Boston, Massachusetts 02116
Attention: General Counsel

If to Lender:

Rivergreen Bank
36 Portland Road (Route 1)
P.O. Box 1130
Kennebunk, ME 04043
Telephone: 207-985-9222
Fax: 207-985-8382
Att: Betty J. Olson, Senior V.P.

IN WITNESS WHEREOF, Landlord and Lender have executed this Landlord's Subordination of Lien as of this ____ day of _____, 20__.

EXHIBIT E
PREMISES LAYOUT

(to be attached)

EXHIBIT F
TENANT'S MENU

(to be attached)

EXHIBIT G
SIGN RENDERING

(to be attached)