



Via Fed Ex

July 31, 2013

National Bath Systems, LLC
472 Meadowland Drive, Suite 3
South Burlington, VT 05403

RE: Lease Agreement
Landlord: Brixmor SPE 4 LLC
Tenant: National Bath Systems, LLC
t/a: Bath Fitter
Center: Pine Tree Shopping Center, Portland, ME

Dear Tenant:

Enclosed for your file is a fully executed copy of the above-referenced document. Kindly contact our office should you have any questions regarding this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Martha R. Bidy".

Martha R. Bidy
Legal Department

Enclosures

cc: Patrick Bennison, Esq.
Tuck Davis
Larry Pope

LEASE AGREEMENT
between
BRIXMOR SPE 4 LLC
and
NATIONAL BATH SYSTEMS, LLC
d/b/a Bath Fitter
for premises at the
PINE TREE SHOPPING CENTER
PORTLAND, MAINE

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This lease (the "Lease") is made and entered into the date set forth below by and between **Brixmor SPE 4 LLC**, a Delaware limited liability company, herein called "Landlord," and **National Bath Systems, LLC**, a Vermont limited liability company, herein called "Tenant".

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree with each other as follows:

ARTICLE I: BASIC LEASE PROVISIONS AND DEFINITIONS

Section 1.01. Basic Lease Provisions and Definitions.

Wherever used in this Lease, the following terms shall have the meanings indicated. Each reference in this Lease to any of the Basic Lease Provisions in this Section 1.01 shall be deemed and construed to incorporate all of the terms provided under such Basic Lease Provision, provided that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of the Basic Lease Provision

Date of Lease: July 30, 2013

Shopping Center or Center: Pine Tree Shopping Center

Shopping Center Address: 1100 Brighton Avenue
Portland, ME 04102-1030

Building Unit: 410201

Demised Premises or Premises: Store #8 for an approximate total square foot area of 4,000, as
(See, Section 2.01) depicted on Exhibit A attached hereto and made a part hereof.

Landlord's Address for Notices: Brixmor SPE 4 LLC
% Brixmor Property Group
420 Lexington Avenue, 7th Floor
New York, NY 10170
Attention: Office of General Counsel
Phone: (212) 869-3000
Facsimile: (212) 302-4776

with a copy to: Brixmor Property Group
One Fayette Street, Suite 300
Conshohocken, PA 19428
Attention: Legal Department

Landlord's Address for Rent Payments: The address for the payments of rent will be provided under separate cover. For additional information regarding where to pay rent, contact the Landlord at the above phone number.

Tenant's Notice Address: National Bath Systems, LLC
472 Meadowland Drive, Suite 3
South Burlington, VT 05403
Phone: (802) 860-6044
<http://www.bathfitter.com/>

Trade Name: Bath Fitter
(See, Section 5.01)

Permitted Use: Tenant shall continually use and operate the Demised Premises solely
(See, Section 5.01) for the retail sale of Bath Fitter brand shower surround, bathtub liner, and shower conversion products and services. Tenant shall not use the Demised Premises, or permit the use thereof, for any other use or purpose.

Anchor Consent: Attached hereto as Exhibit "G" are the written consents of Lowe's Improvement Center and Portland Pinetree, LLC (collectively, the "Anchor Tenant") to enter into this Lease, including Tenant use of the Demised Premises for the Permitted Use.

Lease Term: The Lease Term shall be sixty (60) full months beginning on the

	Commencement Date.
Possession Date:	The date Landlord makes the Demised Premises available to Tenant with Landlord's Work substantially complete, which shall be no later than October 1, 2013 (the "Outside Delivery Date") and in no event may the Possession Date occur prior to the date the Anchor Consent is obtained. As used herein, the term "substantially complete" means the completion of Landlord's Work such that only minor punch-list items remain to be completed and such uncompleted items will not prevent Tenant from performing Tenant's work. Tenant shall take possession of the Demised Premises on the Possession Date.
Outside Delivery Date	If the Possession Date has not occurred by the Outside Delivery Date, then this Lease may be terminated by either party hereto at any time thereafter until the Possession Date occurs by written notice given to the other; and thereafter neither party hereto shall be obligated or liable to the other under this Lease; and Landlord shall remit to Tenant, promptly upon demand, without any set-off or other deduction whatsoever, the whole Security Deposit. Each party's right to terminate herein shall become null and void on the Possession Date.
Commencement Date:	The Commencement Date of the term of this Lease shall be the earlier of: (i) the 61 st day from and including the Possession Date (the "Build-out Period"); or (ii) the date upon which Tenant opens for business at the Demised Premises.
Expiration Date:	The last day of the final calendar month of the Lease Term. The Lease shall end on the Expiration Date, unless sooner terminated as otherwise provided herein.
Option Term:	There shall be one Option Term of sixty (60) months. The Option Term shall commence on the day immediately following the last day of the prior Lease Term and shall terminate on the last day of the last calendar month in the Option Term.
Exercise of Option Term:	Tenant must notify Landlord of its election to exercise [each][the] Option Term by written notice given no later than one hundred eighty (180) days prior to the last day of the then current Lease Term; time being made of the essence.
Option Term Adjustments:	As of the first day of each exercised Option Term, the Operating Cost Charge (as defined below) shall be adjusted by Landlord to Landlord's current Operating Cost Charge then quoted by Landlord to new tenants, but in no event to an amount less than the Operating Cost Charge then being paid by Tenant. Landlord shall provide to Tenant evidence reasonably satisfactory to Tenant of such Operating Cost Charge then quoted to new tenants. Throughout the Option Term, the Operating Cost Charge shall be adjusted annually as provided in Section 9.02.
<u>Rent:</u>	
Minimum Annual Rent: (See, Section 4.01)	\$6,000.00 per month from the Commencement Date through to [the last day of the 24 th month of the Lease Term \$6,500.00 per month from the first day of the 25 th month through to the Expiration Date.
Option Term Minimum Annual Rent:	\$7,166.67 per month from the commencement of the Option Term through to the expiration of the Option Term.
Gross Sales Reporting Frequency:	Intentionally Omitted.
Late Fee on Late Payments: (See, Section 4.10)	Five cents (\$0.05) for each dollar overdue
Interest on Late Payments: (See, Section 4.10)	The lesser of: (i) four percent (4%) per annum above the prime rate published in <i>The Wall Street Journal</i> ; or (ii) the highest lawful rate of interest permitted at the time in the state in which the Shopping Center is located calculated as of the due date.
Late Payment:	Any payment not made within five (5) days after its due date.

Additional Rent:

Security Deposit: \$13,733.33
(See, Section 19.01)

Rent Deposit: *Waived*
(See, Section 4.01(b))

Total of Initial Monthly Charges:
(See, Below):

Minimum Rent:	\$6,000.00
Operating Cost Charge:	\$333.33
Snow and Ice Removal Charge:	\$86.67
Real Estate Tax Charge:	\$390.00
Insurance Charge:	\$56.67
Total Initial Monthly Charge:	\$6,866.67

Operating Cost Charge:
(See, Article IX)

From and after the Commencement Date, Tenant shall pay \$1.00 per square foot of its Demised Premises per year, payable in equal monthly installments, as its contribution to the Shopping Center's Operating Costs (the "Operating Cost Charge"). The Operating Cost Charge and Tenant's monthly payment will increase annually in accordance with the provisions of Article IX.

Snow and Ice Removal Charge:

From and after the Commencement Date and throughout the Lease Term, Tenant shall pay to Landlord a sum equal to Tenant's Percentage (as defined below) multiplied by Landlord's snow and ice removal costs for such year. As a deposit towards the estimated Snow and Ice Removal Charge, Tenant shall pay to Landlord, without any deduction or setoff, \$0.26 per square foot of its Demised Premises per year (the "Snow and Ice Removal Charge"), payable in equal monthly installments together with the Minimum Annual Rent payable hereunder. The Snow and Ice Removal Charge shall be adjusted annually after the end of each fiscal year of the Shopping Center (the fiscal year shall be determined by Landlord), which adjustment shall be based upon Landlord's estimation of the snow and ice removal costs to become due.

Within a reasonable period of time after Landlord's determination of Landlord's snow and ice removal costs for any year, Landlord shall furnish to Tenant a statement showing (i) the snow and ice removal costs incurred by Landlord during such year plus an administrative fee of ten percent (10%) thereof, (ii) Tenant's Percentage of same, *i.e.*, Tenant's Percentage multiplied by said snow and ice removal costs, and (iii) the credit or balance due, as the case may be, after applying the Snow and Ice Removal Charge paid by Tenant applicable to such year. Subject to Tenant's right to make any such payments under protest, any balance due to Landlord shown on such statement shall be payable by Tenant within ten (10) days after delivery of the statement; and any balance due to Tenant shall be a credit against the next payments of Minimum Annual Rent due Landlord (or shall be paid within thirty [30] days after its determination if after the expiration or termination of the Lease), after first deducting therefrom any due and outstanding Rent then owed to Landlord.

Real Estate Tax Charge:
(See, Article VIII)

As set forth in Article VIII, Tenant shall pay Tenant's pro rata share of the Real Estate Taxes. As a deposit towards said amount, Tenant shall pay to Landlord, without any deduction or setoff, \$1.17 per square foot of the Demised Premises per year ("Tenant's share of the Real Estate Taxes" or the "Real Estate Tax Charge"), payable in equal monthly installments together with the Minimum Annual Rent payable hereunder. The Real Estate Tax Charge shall be adjusted annually after the end of each fiscal year of the Shopping Center (the fiscal year shall be determined by Landlord), which adjustment shall be based upon Landlord's estimation of the Real Estate Taxes to become due.

Within a reasonable period of time after Landlord's determination of the Real Estate Taxes for any year, Landlord shall furnish to Tenant a statement showing (i) the Real Estate Taxes plus an administrative fee of ten percent (10%) thereof, (ii) Tenant's Percentage of same, *i.e.* Tenant's Percentage multiplied by said Real Estate Taxes; and (iii) the credit or balance due, as the case may be, after applying the Real Estate Tax Charge paid by Tenant applicable to such tax year. Subject to Tenant's right to make any such payments under protest, any balance due to Landlord shown on such statement shall be payable by

Tenant within thirty (30) days after delivery of the statement; and any balance due to Tenant shall be a credit against the next payments of Minimum Annual Rent due Landlord (or shall be paid within thirty [30] days after its determination if after the expiration or termination of the Lease), after first deducting therefrom any due and outstanding Rent then owed to Landlord.

Insurance Charge:
(See, Article XV)

From and after the Commencement Date and throughout the Lease Term, Tenant shall pay to Landlord a sum equal to Tenant's Percentage (as defined below) multiplied by the Insurance Costs (as defined in Article XV) for such year. As a deposit towards said amount, Tenant shall pay to Landlord, without any deduction or setoff, \$0.17 per square foot of Tenant Demised Premises per year (the "Insurance Charge"), payable in equal monthly installments together with the Minimum Annual Rent payable hereunder. The Insurance Charge shall be adjusted annually after the end of each fiscal year of the Shopping Center (the fiscal year shall be determined by Landlord), which adjustment shall be based upon Landlord's estimation of the Insurance Costs to become due.

Within a reasonable period of time after Landlord's determination of Landlord's insurance costs for any year, Landlord shall furnish to Tenant a statement showing (i) the insurance costs incurred by Landlord during such year plus an administrative fee of ten percent (10%) thereof, (ii) Tenant's Percentage of same, i.e. Tenant's Percentage multiplied by said insurance costs; and (iii) the credit or balance due, as the case may be, after applying the Insurance Charge paid by Tenant applicable to such year. Subject to Tenant's right to make any such payments under protest, any balance due to Landlord shown on such statement shall be payable by Tenant within ten (10) days after delivery of the statement, and any balance due to Tenant shall be a credit against the next payments of Minimum Annual Rent due Landlord (or shall be paid within thirty [30] days after its determination if after the expiration or termination of the Lease), after first deducting therefrom any due and outstanding Rent then owed to Landlord.

Promotion Fund Charges:
(See, Article XIII)

Intentionally Deleted

Tenant's Percentage:

The percentage used to determine the Snow and Ice Removal Charge, the Security Charge, the Real Estate Tax Charge and the Insurance Charge shall be a fraction the numerator of which is the number of square feet of leasable area within the Demised Premises and the denominator of which is the number of square feet of leasable floor area within the Shopping Center, whether leased, vacant or occupied, less, at Landlord's option, the square footage of any premises equal to or larger than 12,000 square feet provided that any contributions toward these costs made to Landlord with respect to such excluded premises are deducted from the costs prior to the calculation of Tenant's Percentage thereof. Landlord may also exclude from the denominator the leasable floor area of any separately maintained, assessed or billed, or insured buildings or parcels.

Using the size of the Demised Premises of 4,000 square feet as the numerator and the leasable floor area within the Shopping Center as of the date hereof of 114,106 square feet as the denominator, Tenant's Percentage is 3.51%. Tenant's Percentage is subject to adjustment periodically throughout the Lease Term if the size of the Demised Premises changes, if the leasable floor area within the Shopping Center changes, or if Landlord elects to make any of the exclusions from the denominator as permitted above or as otherwise permitted herein.

Periodic Adjustments:

If the Lease Term (as such may be extended by the exercise of an Option Term or by a renewal or extension of the Term) exceeds five (5) years, then on the fifth (5th) anniversary of the Commencement Date and on every fifth (5th) anniversary of such date thereafter during the Lease Term (as such may be extended by the exercise of an Option Term or by a renewal or extension of the Term), the Operating Cost Charge (as defined above) shall be adjusted to Landlord's current Operating Cost Charge then quoted by Landlord to new Shopping Center tenants but in no event to an amount less than the Operating Cost Charge then being paid by Tenant. This periodic adjustment is in addition to, and not in lieu of, the annual increase made in

accordance with the terms of Article IX. Landlord shall provide to Tenant evidence reasonably satisfactory to Tenant of such Operating Cost Charge then being quoted to new tenants.

Construction Allowance:

Construction Allowance **\$126,747.00**
(See, Section 2.04.)

In order to ensure timely payment of the Construction Allowance, Tenant should send a written demand for payment together with all of the documents necessary to show Tenant's compliance with all of the conditions set forth in Section 2.04. The demand for payment should be sent to:

Tenant Allowance Coordinator
Brixmor Property Group
One Fayette Street, Suite 300
Conshohocken, PA 19428

Email: lacoordinator@brixmor.com
Phone: (610) 825-7100
Facsimile: (610) 834-8110

Miscellaneous:

Tenant's Insurance Requirements:
(See, Article XV)

Commercial General Liability: \$1,000,000.00 per occurrence; \$3,000,000.00 in the aggregate

Personal property: Full Replacement

Other: Plate Glass and Boiler/Air Conditioning

Additional Insured Parties: Brixmor SPE 4 LLC and Brixmor Management Joint Venture 2, LP
(See, Article 15.02(a)) (Landlord's managing agent) and their successors and/or assigns.

Broker: NAI The Dunham Group
(See, Section 22.07) 10 Dana Street - Suite 400
 Portland, ME 04101
 Justin Lamontagne

Phone: 207-773-7100

Signs: Drawings and specifications shall be completed in accordance with Section 6.03 and Exhibit D.

ARTICLE II: DEMISED PREMISES

Section 2.01. Demised Premises.

(a) Landlord, in consideration of the rents to be paid and the covenants to be performed by Tenant, hereby leases the Demised Premises to Tenant, and Tenant hereby leases the Demised Premises from Landlord, for the Lease Term. All measurements of the Demised Premises and of leasable area are made from the outside of exterior walls and from the center of interior walls. Landlord reserves the right to change the name of the Shopping Center at any time in its sole discretion.

(b) It is expressly agreed that nothing contained in this Lease shall be construed as a grant or rental of (and the Demised Premises shall not include) (i) any space above the finished ceiling of the Demised Premises (or, if none, above the bottom edge of the framework supporting the roof), (ii) any rights in the roof or exterior of the building within which the Demised Premises is located, (iii) the space below the finished floor of the Demised Premises or (iv) the land upon which the Demised Premises is located.

(c) In the interest of clarity, the Shopping Center excludes the parcels of land shown on Exhibit A as "under separate control".

Section 2.02. Preparation of the Demised Premises.

Landlord shall at its cost and expense perform the items of work described as Landlord's work in Exhibit B, attached hereto and made a part hereof ("Landlord's Work"). Any and all work to the Demised Premises in addition to Landlord's Work which is necessary for Tenant to open and operate its business in accordance with the terms of this Lease (the "Tenant's Work") shall be Tenant's obligation to perform at Tenant's sole cost and expense. Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, suits at law or equity, judgments, expenses, costs, liabilities, fines and debts in connection with any injury, loss or damage during any period of Tenant's Work. The opening by Tenant of its business shall constitute an acknowledgment by Tenant that the Demised Premises are in the

condition called for by this Lease and that Landlord has satisfactorily performed all of Landlord's Work with respect thereto

Section 2.03. Surrender of the Demised Premises.

At the Expiration Date or upon the earlier termination of this Lease in accordance with the terms and provisions hereof, Tenant shall quit and surrender the Demised Premises in "broom clean" condition and in the same condition as the Demised Premises were in upon delivery of possession, reasonable wear and tear excepted, and shall surrender all keys for the Demised Premises to the Shopping Center's property manager and shall inform the property manager of all combinations of locks, safes and vaults, if any, in the Demised Premises. Any alterations, additions, improvements and fixtures paid for by Tenant or installed by Tenant upon the interior or exterior of the Demised Premises (whether or not approved by Landlord), other than unattached moveable trade fixtures and decorations, shall at the Expiration Date or upon the earlier termination of this Lease in accordance with the terms and provisions hereof, at Landlord's option, become the property of Landlord. If Landlord chooses not to retain such alterations, additions, improvements and fixtures then Landlord shall send a written notification of such election at least 30 days prior to the Expiration Date or earlier termination of this Lease, and Tenant shall, prior to the Expiration Date or earlier termination of this Lease, remove such of these as Landlord chooses at Tenant's expense and shall restore the Demised Premises to its condition immediately preceding Tenant's installation of such alterations, additions, improvements and fixtures. Should Tenant desire to leave any personal property in the Demised Premises, it shall request permission in writing from Landlord, describing such property, not less than thirty (30) days prior to such surrender, and absent such permission in writing, all such property shall be removed by Tenant. Tenant's obligation to observe or perform the covenants contained in this Section shall survive the expiration or earlier termination of the Lease Term.

Section 2.04. Construction Allowance.

As an inducement to the execution and delivery of this Lease and the performance by Tenant of all obligations hereunder, Landlord agrees to pay to Tenant, in consideration therefor, to be applied only toward the cost of the build-out of leasehold improvements (specifically excluding the costs of movable fixtures and equipment, design and architectural fees and interior and exterior signage, and all other costs customarily known as "soft costs") in an amount up to the amount specified in Section 1.01 under Construction Allowance ("Construction Allowance") within 45 days following the date that Tenant opens for business, provided however, that the following conditions are fully satisfied:

- (a) Tenant is not in default of any term, covenant or condition of the Lease after notice and the expiration of any applicable cure period, and the Lease is in full force and effect;
- (b) Tenant has completed all of the work required to be performed by Tenant prior to Tenant's opening for business at the Demised Premises in strict accordance with plans and specifications approved in writing by Landlord;
- (c) Tenant is open for business and has paid the first installment of Rent,
- (d) The Demised Premises, including all installations therein, are free and clear of all liens, security interests, charges and encumbrances and there are no judgments, levies, attachments, liens or tax liens pending (or threatened) or in effect with respect to Tenant and/or the Demised Premises,
- (e) Tenant submits the following completed documentation to the Tenant Allowance Coordinator at the address set forth in Article 1 within thirty (30) days following the completion of Tenant's Work. Tenant shall supply either originals or recordable counterparts of the following documents unless otherwise agreed by Landlord
 - (i) Tenant Affidavit in the form attached hereto as Exhibit H certifying that all of the conditions contained herein are satisfied,
 - (ii) Tenant's General Contractor's Application for Payment and Lien Waiver;
 - (iii) Tenant's Subcontractors'/Materialmen's Application for Payment and Lien Waiver (to be submitted for each and every subcontractor with aggregate requisitions in excess of \$3,000);
 - (iv) Certificate of Occupancy;
 - (v) proof satisfactory to Landlord of the cost to Tenant of the build-out of leasehold improvements (specifically excluding the costs of movable fixtures and equipment, design and architectural fees and interior and exterior signage, and all other costs customarily known as "soft costs") and
 - (vi) Tenant's Form W-9
- (f) If and to the extent that Tenant owes any monies to Landlord under the Lease at the time when Landlord is obligated to pay the Construction Allowance to Tenant, Landlord shall be permitted to deduct those monies owed to it by Tenant from the Construction Allowance. If Tenant has not satisfied all conditions for payment of the Construction Allowance within three hundred sixty-five (365) days after the Commencement Date then, as of such day, Tenant waives any and all rights to the payment of the Construction Allowance.
- (g) If Landlord terminates this Lease prior to the scheduled expiration date on account of a default by Tenant under the terms hereof or if this Lease is otherwise terminated, in addition to all other remedies available to Landlord on account of such default, Tenant shall, upon receipt of written demand therefor, promptly pay to Landlord the unamortized value of the Construction Allowance actually disbursed by Landlord to Tenant pursuant to this Section (the "Unamortized Allowance"). For purposes of this Section, the Unamortized Allowance shall be calculated by amortizing the actual amount of the Construction Allowance disbursed by Landlord on a self-liquidating mortgage style basis over the term of the Lease using the default interest rate and the Unamortized Allowance shall be established as of the date of termination of the Lease. The provisions of this Paragraph shall survive the termination of this Lease.
- (h) If Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or similar officer shall be appointed to take charge of all or any substantial part of the Tenant's property, or if a petition shall be filed for any reorganization of the Tenant under any provisions of law now or hereafter enacted, or if Tenant

shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts then Landlord shall have the right to defer payment of any Construction Allowance until such time as Tenant both (a) properly assumes this Lease pursuant to the bankruptcy code and (b) pays all pre and post bankruptcy arrears due under the Lease.

ARTICLE III: TERM OF LEASE

Section 3.01. Lease Term.

The Lease Term shall be for the period set forth in Section 1.01, unless sooner terminated in accordance with the terms and provisions of this Lease. "Lease Year" shall mean the twelve (12) consecutive calendar months commencing with the first day of the first full calendar month of the Lease Term, and thereafter with each succeeding anniversary thereof. If the Commencement Date is other than the first day of a calendar month, the first Lease Year shall include the period from the Commencement Date through the end of the month in which the Commencement Date occurs.

Section 3.02. Commencement of Lease Term.

(a) The Lease Term shall commence on the Commencement Date and expire on the Expiration Date, as such terms are defined in Section 1.01.

(b) The parties hereby acknowledge that certain obligations under various Articles herein may commence prior to the Commencement Date but in no event prior to the Possession Date, including, but not limited to, Tenant's obligations to take possession and construct the Demised Premises, to obtain insurance, to indemnify Landlord, to waive certain Landlord liability and to pay for all utilities; and the parties agree to be bound by all of such obligations from and after the date of this Lease.

(c) Except as set forth in Section 3.01, Landlord shall not under any circumstances be subject to any liability whatsoever to Tenant, and Tenant shall not under any circumstances be entitled to rescind or terminate this Lease, for any delay in Landlord's delivery of the Demised Premises to Tenant.

Section 3.03. Holding Over.

Tenant shall not have the right to remain in possession of the Demised Premises after either the Expiration Date or the earlier termination of this Lease without having first received Landlord's written consent. If Tenant remains in possession of the Demised Premises thereafter without Landlord's consent, such possession shall be a default under this Lease and Tenant shall be deemed a holdover tenant on the following terms and conditions: Tenant's use and occupancy of the Demised Premises shall be at a rate equal to triple the total of the Minimum Annual Rent and Percentage Rent, if any, as was due during the final month of the Lease Term plus all Additional Rent due in accordance with the terms of this Lease calculated on a per diem basis. Tenant shall be fully obligated to perform all of the terms and conditions contained in this Lease except as expressly modified by this paragraph; Landlord shall not be obligated or liable to Tenant for any failure to perform under this Lease, and Tenant shall not be deemed a "month-to-month" tenant. Tenant's failure to pay for its use and occupancy at the rate set forth above shall be a default under this Lease granting Landlord all rights available to it at law and at equity as well as under the provisions of Article XXI. If Tenant has remained in possession of the Demised Premises after the Expiration Date or earlier termination of this Lease, Tenant shall vacate and surrender the Demised Premises to Landlord within three (3) days after written notice to Tenant. The provisions of this Section 3.03 shall survive the expiration of the Lease Term or the earlier termination of this Lease.

Section 3.04. Option to Extend the Lease Term

Tenant shall have the right and option to extend the Lease Term upon the same terms and conditions, except as to Rent which shall be as set forth in Section 1.01 and except that Tenant shall have no further option to extend the Lease Term, for the option terms set forth in Section 1.01 under Option Term (the "Option Term"), provided that at such time the option is exercised, Tenant is open and operating a business at the Demised Premises in compliance with the Permitted Use and Tenant is not in material default under this Lease. The Tenant shall exercise its right and option to extend the Lease Term by serving written notice upon Landlord of its election to exercise said option as provided in Section 1.01 under Exercise of Option Term. In the event Tenant does not timely exercise its option for extension of this Lease as provided above, or is in material default under this Lease at the time of such exercise or at any time thereafter prior to the commencement of the Option Term, then, in such event, Tenant shall have no right to the Option Term and the exercise of said option shall be null and void and of no further force or effect. If Tenant does not timely exercise such option, Landlord may act in reliance on such election not being exercised by the time period set forth above, and Tenant hereby waives any claim or right to invoke or exercise such election after the above prescribed time period. Time shall be of the essence with respect to Tenant's exercise of said extension option. A "material default" means a default in the payment of Rent, or a non-monetary default that: (i) places the Landlord at risk of being in default/breach of another tenant's Lease, applicable loan covenants, or law, and/or (ii) materially interferes with Landlord's operation/management of the Shopping Center, including the Common Areas.

ARTICLE IV: RENT

Section 4.01. Minimum Annual Rent.

Tenant hereby covenants and agrees to pay to Landlord the Minimum Annual Rent set forth in Section 1.01, without any prior demand therefor and without any offset or deduction whatsoever, in equal monthly installments on or before the first day of each month during the Lease Term, in advance, at the address set forth in Section 1.01 or at such other place designated by Landlord. All Rent shall be prorated for any partial month at the beginning or end of the Lease Term.

Section 4.02 Percentage Rent. Intentionally Omitted.

Section 4.03. Definition of Gross Sales. Intentionally Omitted.

Section 4.04. Payment of Percentage Rent. Intentionally Omitted.

Section 4.05. Tenant's Records. Intentionally Omitted.

Section 4.06. Tenant's Reports. Intentionally Omitted.

Section 4.07. Audit. Intentionally Omitted.

Section 4.08. Radius.

In the event that during the Lease Term either Tenant, or Tenant's management, or any person or entity controlled by Tenant, or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, directly or indirectly, owns, operates, is employed in, directs or serves any other place of business, which is (i) the same, or similar to, or competitive with, Tenant's business as set forth herein, (ii) within a radius of five (5) miles from the outside boundary of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage and (iii) not open and operating as of the date of this Lease, such shall be a default under this Lease and subject to the provisions of Article XXI.

Section 4.09. Additional Rent.

(a) In addition to Minimum Annual Rent and, if applicable, Percentage Rent, all other payments to be made by Tenant to Landlord shall be deemed to be, and shall become, additional rent hereunder ("Additional Rent"), whether or not the same be designated as such. Additional Rent shall accrue from the earlier of: the date the Tenant initially opens for business at the Demised Premises or the Commencement Date. Unless otherwise provided elsewhere in this Lease, Additional Rent shall be due and payable upon the earlier of thirty (30) days after demand is made therefor or together with the next succeeding installment of Minimum Annual Rent. Landlord shall have the same remedies for failure to pay Additional Rent as for a non-payment of Minimum Annual Rent.

(b) Six (6) months prior to the Expiration Date, Landlord shall have the right to calculate and render estimated bills to Tenant for all Additional Rent charges accruing through the Expiration Date, and Tenant shall pay same immediately upon receipt of said bills. Within one (1) month after the calculation of the actual amounts due for the Additional Rent charges estimated hereunder, which calculation shall be performed promptly after actual amounts are known to Landlord, Landlord shall provide Tenant with the details of such calculation and reasonable back-up in support of such calculation, Landlord and Tenant shall make appropriate adjustments of such estimated payments and the party owing money shall remit same to the other party within ten (10) days of the submission by Landlord to Tenant of said final calculation with supporting information. The provisions of this paragraph shall supersede any inconsistent provisions of this Lease to the contrary and shall survive the expiration or earlier termination of this Lease.

(c) As used herein, "Rent" shall mean Minimum Annual Rent, Percentage Rent, if any, and Additional Rent, individually or in the aggregate.

(d) Tenant's obligation to pay any and all Rent under this Lease shall continue and shall cover all periods up to and through the Expiration Date. Tenant's obligation to pay any and all Rent under this Lease, and Landlord's and Tenant's obligation to make the adjustments referred to in Section 4.12 below, shall survive any expiration or termination of this Lease.

(e) Unless otherwise specifically stated herein or except as otherwise directed by written notice from Landlord or to such other address as to which Landlord has given Tenant written notice, all payments of Rent shall be made to Landlord at the address noted in Section 1.01 for rent payments or to such other address as to which Landlord has given Tenant sufficient prior written notice. Periodically during the Lease Term, Landlord shall assign to Tenant a "tenant number" or "lease number" or other similar identifying number. Tenant shall note such identifying number on all checks delivered in payment of Rent.

(f) Tenant shall have one (1) year from the receipt of any statement from Landlord including, by way of example and not by way of limitation, annual Real Estate Tax statements and annual Shopping Center Operating Costs statements, within which to object to the statement in whole or in part. Tenant waives any right it may have to dispute any statement after such year and waives any right to make any claims against Landlord for any errors not disputed within such year.

Section 4.10. Interest, Late Charges and Returned Check Fees.

(a) If any check from Tenant delivered in full or partial payment of any amounts due hereunder is not honored because of insufficient funds, uncollected funds, or any reason other than Tenant's inadvertent over-payment, Tenant shall pay to Landlord an administrative charge of Fifty Dollars (\$50.00) per dishonored check and, at Landlord's option, all subsequent payments due from Tenant hereunder shall be made by cash, bank draft, certified check, money order or electronic funds transfer directly to the order of Landlord, its managing agent or designee.

(b) In the event of a late payment, as defined in Section 1.01, then a late fee in the amount set forth in Section 1.01 shall become immediately due to Landlord, as liquidated damages for failure to make timely payment. Said late fee shall be Additional Rent and shall be payable together with the next installment of Minimum Annual Rent.

(c) Late payments shall bear interest at the rate set forth in Section 1.01 until received by Landlord in readily available funds. Said interest shall be Additional Rent and shall be payable together with the next installment of Minimum Annual Rent.

(d) Nothing herein shall be construed as permitting Tenant to withhold any Rent due hereunder, however, no late fee shall accrue on any amount of Additional Rent disputed by Tenant in good faith.

Section 4.11. Trash Removal.

Tenant shall pay the cost of removal of garbage or refuse from the Demised Premises and if Landlord shall provide or designate a service for picking up refuse and garbage, then Tenant shall use same at Tenant's expense provided that such service is (i) priced competitively; and (ii) used by a majority of the other tenants of the Shopping Center excluding any anchor tenants, *i.e.*, tenants occupying at least 12,000 square feet or more of space in the Shopping Center

Section 4.12. Annual Increases. Intentionally Omitted

ARTICLE V: USE OF THE DEMISED PREMISES

Section 5.01. Use of the Demised Premises.

(a) Tenant shall use and operate the Demised Premises solely for the Permitted Use set forth in Section 1.01, only under the trade name set forth in Section 1.01 hereof and in full compliance with all governmental rules, regulations and requirements including, without limitation, obtaining and maintaining any and all licenses, permits and approvals necessary for the operation of Tenant's business at the Demised Premises. Tenant shall not use, or permit the use, of the Demised Premises for any other use or purpose whatsoever and shall not operate its business at the Demised Premises, or permit any operation, under any other trade name whatsoever.

(b) The Permitted Use, as set forth in Section 1.01 hereof, setting forth the nature of the business to be conducted by Tenant in the Demised Premises shall not be deemed or construed to constitute a representation or warranty by Landlord that such business may be conducted in the Demised Premises, or is lawful or permissible under the certificate of occupancy, if any, issued for the building of which the Demised Premises forms a part, or is otherwise permitted by law.

(c) In consideration of the Rent, and the covenants and agreements contained herein, Landlord leases the Demised Premises to Tenant, and Tenant hereby rents it, so that Tenant may operate a business at the Demised Premises in accordance with the Permitted Use. Tenant covenants and agrees that it shall operate its business only in accordance with the Permitted Use and without creating any nuisances and that Tenant's use of the Demised Premises is in all events subject to: the Lease terms and conditions; matters of public record; public or private restrictions affecting Landlord or the Shopping Center, including the exclusive or restrictive rights, if any, held by other tenants in accordance with their leases during the Term hereof; any mortgages, ground leases or other agreements or restrictions of record, and all applicable governmental rules and regulations. Attached hereto as Exhibit "F" is a current list of exclusives and restrictions affecting the Shopping Center. Tenant shall not be bound by any non-public exclusive or restriction granted by Landlord after the date hereof that would restrict Tenant's use of the Demised Premises for the Permitted Use. To Landlord's knowledge and belief, the Shopping Center's zoning designation is "B-2" Community Business Zone, which permits "retail establishments". Should at any point in time Tenant's use of the Demised Premises for the Permitted Use be prohibited, then Tenant shall have the remedy provided for in Article XXXIII hereof.

Section 5.02. Intentionally Deleted.

Section 5.03. General Prohibited Uses.

(a) Tenant shall not use the Demised Premises or permit the Demised Premises to be used (i) for any purpose or in any manner that violates any legal requirement and/or the requirements of the insurance underwriter(s) of the Shopping Center; (ii) for the sale, rental or display of drug paraphernalia, or any goods and/or services that, in the sole and absolute discretion of Landlord, are inconsistent with the image of a community or family-oriented center; (iii) as a massage parlor, adult bookstore or second-hand store; (iv) to operate any video, pinball or other gaming machines, (v) to keep live animals of any kind unless otherwise permitted by this Lease; (vi) to sell any irregular merchandise or "seconds" unless such merchandise is so advertised and marked; (vii) to conduct a "discount operation" or to advertise or permit anything to be done that will categorize Tenant's business as a "discount operation" unless specifically permitted to the contrary in Tenant's Permitted Use or (viii) for the conducting of any fire, auction, bankruptcy, "going-out-of business", "lost-our-lease" or other similar sales.

(b) Tenant shall keep the Demised Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, odors or nuisances. In no event may Tenant, or any party using or occupying the Demised Premises by or through Tenant, use the Demised Premises in violation of the provisions of Exhibit F, attached hereto and made a part hereof; and Tenant stipulates that Landlord would have no adequate remedy at law in the event of such a breach

(c) Tenant shall not perform any acts or carry on any practice which may be a nuisance or disturbance to other tenants and business invitees or the general public. In the event Landlord, acting reasonably, believes that Tenant's business operation is producing noise and/or vibrations which may be a nuisance and/or disturbance to other tenants and business invitees or the general public, then upon written notice from Landlord Tenant shall immediately (i) install sound and vibration attenuation countermeasures, such as insulating the walls and installing a rubberized floor mat and (ii) comply with all other reasonable recommendations of Landlord.

Section 5.04. Storage, Office Use.

Tenant shall warehouse, store and/or stock in the Demised Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Demised Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any. Tenant shall use for office, clerical or other non-selling

purposes only such space in the Demised Premises as is from time to time reasonably required for Tenant's business in the Demised Premises. Tenant shall not perform in the Demised Premises any office or clerical function for any other store or business.

Section 5.05. Tenant's Operation of Business.

(a) Tenant shall continuously operate and keep open to the public one hundred percent (100%) of the Demised Premises during the entire Lease Term. Tenant shall keep its store adequately staffed with employees and shall carry a full stock of merchandise of such size, character and quality. Tenant shall conduct its business in the Demised Premises in a manner typical for such type of business in the city or trade area in which the Shopping Center is located.

(b) Tenant will keep the Demised Premises open for business during hours designated by Landlord acting reasonably, from time to time, as the Shopping Center's hours of operation.

(c) Tenant shall install and maintain, at all times, displays of merchandise in the display windows (if any) of the Demised Premises. Tenant shall keep the display windows and signs, if any, in the Demised Premises well lighted during the hours from sundown to 12:00 midnight.

(d) Tenant shall refer to the Shopping Center by its name in all advertising by Tenant.

Section 5.06. Failure of Tenant to Operate its Business.

Except where the Demised Premises are untenable in whole or in part by reason of fire, casualty or causes beyond Tenant's control not resulting from the negligent act or omission to act of Tenant, its servants, agents, employees, invitees, licensees and concessionaires and without limiting any other rights or remedies which may be available to Landlord, if Tenant (i) fails to take possession of the Demised Premises on the Possession Date; (ii) fails to commence Tenant's Work, as hereafter defined, within ten (10) days after the Possession Date and Landlord's approval of Tenant's plans and specifications, as required by Section 6.01, or thereafter fails to prosecute Tenant's Work diligently and continuously to completion; (iii) fails to open for business appropriately fixtured, stocked and staffed on the Commencement Date; (iv) vacates, abandons or deserts the Demised Premises; (v) ceases operating its store in the Demised Premises; or (vi) fails to open or maintain any or all of the hours of operation reasonably designated by Landlord to the extent required herein then, in any such event, Landlord shall notify Tenant in writing of such situation, and should Tenant fail to remedy such situation to the reasonable satisfaction of Landlord within 30 days from such notification, Landlord shall have in addition to all remedies herein provided, the right to terminate this Lease.

Section 5.07. Rules and Regulations.

Tenant agrees to abide by the rules and regulations of the Shopping Center, attached hereto and made a part hereof as Exhibit C. Landlord may, from time to time, amend or add to the rules and regulations for the use and care of the Demised Premises, the buildings of which the Demised Premises are a part, and the common areas and Common Facilities, and Tenant agrees to comply with such amendments or additions immediately upon receipt of notice thereof provided the same do not conflict with the terms and conditions of this Lease and Tenant's rights hereunder.

Section 5.08. Quiet Enjoyment.

Tenant, upon paying the rents and performing all of the terms of this Lease on its part to be performed, shall peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms of this Lease.

Section 5.09. Environmental.

(a) Tenant shall not use or suffer the Demised Premises to be used in any manner so as to create an environmental violation or hazard, nor shall Tenant permit, cause or suffer to be caused any petroleum, hazardous material or chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes a hazardous, dangerous or toxic substance or waste. Tenant shall not with respect to its use of the Demised Premises and Common Areas, violate or suffer to be violated any governmental law, rule, regulation, ordinance or order, including those of any federal, state, county or municipal entity, agency or official. Landlord shall not willfully do or allow to be done or omit to do anything in connection with the Shopping Center and the underlying land so as to create an environmental violation or hazard, nor shall Landlord permit, cause or suffer, to the extent Landlord has or should have any control over the situation, to be caused in the Demised Premises, the Shopping Center or the underlying land any petroleum, hazardous material or chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes a hazardous, dangerous or toxic substance or waste. Landlord shall not willfully violate or suffer to be violated, with respect to the Shopping Center and the underlying land and the maintenance, management and operation thereof, any governmental law, rule, regulation, ordinance or order, including those of any federal, state, county or municipal entity, agency or official.

(b) (i) Tenant shall promptly notify Landlord in writing of environmental concerns, liabilities or conditions of which Tenant is, or becomes, aware or which are raised with Tenant by any private party or government agency with regard to Tenant's business or the Demised Premises. Tenant shall notify Landlord promptly after it becomes aware thereof, of any petroleum or other hazardous substances released at the Demised Premises, whether it is released by Tenant or otherwise. Tenant shall then immediately investigate and fully remediate all such substances in compliance with law to the extent Tenant is responsible for such release.

(ii) Landlord shall promptly notify Tenant in writing of environmental concerns, liabilities or conditions of which Landlord is, or becomes, aware or which are raised with Landlord by any private party or government agency affecting or likely to affect Tenant's use of the Demised Premises or its operations or business at the Demised Premises. Landlord shall notify Tenant promptly after it becomes aware thereof, of any petroleum or other hazardous

substances released at the Demised Premises and/or the Shopping Center (or on the underlying land or immediate surroundings) if such release is reasonably likely to impact the Demised Premises, whether it is released by Landlord or otherwise. Landlord shall then immediately investigate and fully remediate all such substances in compliance with law to the extent Landlord is responsible for such release.

(c) (i) Without limiting the foregoing, but as additional covenants thereto, Tenant specifically agrees that (i) Tenant shall not generate, manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any hazardous substances or hazardous waste as now or hereafter defined by applicable law in the Demised Premises or elsewhere in the Shopping Center; (ii) if at any time during the Lease Term there shall be required, with respect to the Demised Premises or any part thereof, any act pursuant to or to comply with applicable law, including obtaining permits or approvals, the filing of any required notice of sale or negative declaration affidavits or the preparation or effectuation of any remediation plans, Tenant shall, promptly after it is aware thereof, advise Landlord of same and Tenant shall be solely responsible for the cost of such compliance only if and to the extent it is responsible for the situation. Tenant shall defend, indemnify and hold Landlord harmless against any third party claims, actions, fines, penalties, liability, loss, cost or expense, including reasonable consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the presence of petroleum or hazardous materials at, under or about the Demised Premises, (ii) any failure by Tenant to comply with the terms hereof or with any environmental law, rule or regulation now or hereafter in effect (iii) the purchase, sale, use or storage of any goods, products, petroleum, equipment or other items at, under or about the Demised Premises, or the repair, maintenance or condition of the Demised Premises and all equipment and fixtures appurtenant thereto, in all instances only if and to the extent the situation is due to the action, omission, fault, failure or negligence of Tenant. For the purposes of this paragraph, the term Tenant shall be deemed to include Tenant, Tenant's agents, servants, employees and invitees.

(ii) Without limiting the generality of this Section 5.09, but as additional covenants thereto, Landlord specifically agrees that (i) Landlord shall not generate, manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any hazardous substances or hazardous waste as now or hereafter defined by applicable law at, under or about the Shopping Center; (ii) if at any time during the Lease Term there shall be required, with respect to the Shopping Center or any part thereof, any act pursuant to or to comply with applicable law, including obtaining permits or approvals, the filing of any required notice of sale or negative declaration affidavits or the preparation or effectuation of any remediation plans, Landlord shall be solely responsible for the cost of such compliance only if and to the extent Landlord. Landlord shall defend, indemnify and hold Tenant harmless against any third party claims, actions, fines, penalties, liability, loss, cost or expense, including reasonable consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the presence of petroleum or hazardous materials at, under or about the Shopping Center, (ii) any failure by Landlord to comply with the terms hereof or with any environmental law, rule or regulation now or hereafter in effect (iii) the purchase, sale, use or storage of any goods, products, petroleum, equipment or other items at, under or about the Shopping Center, or the repair, maintenance or condition of the Demised Premises or the Shopping Center or any part thereof, in all instances only if and to the extent the situation is not due to the action, omission, fault, failure or negligence of Tenant. For the purposes of this paragraph, the term Landlord shall be deemed to include Landlord, Landlord's agents, servants, and employees.

(d) (i) Tenant expressly acknowledges its understanding and agreement that, during the Lease Term or at or after the Expiration Date (or earlier termination of this Lease), certain notices, filings (and, possibly, sampling plans, remediation plans and remediation work) with respect to the Demised Premises may be required by law and, if this occurs, then Tenant shall in its own name or, if required, in the name of Landlord, comply, at Tenant's sole cost and expense, with all such applicable notices, filings and other required actions, and defend, indemnify and hold Landlord harmless from all reasonable costs and expenses related to the same, only in all instances above if and to the extent the situation is due to the action, omission, fault, failure or negligence of Tenant. However, Tenant shall file no documents or take any other action under this Section without Landlord's prior written approval thereof, and Landlord shall also have the right to file such documents or take such action instead or on behalf of Tenant (but still at Tenant's sole cost and expense), and Tenant shall cooperate with Landlord in so doing. Tenant shall (i) provide Landlord with copies of any documents filed by Tenant pursuant to any environmental law, (ii) permit Landlord to be present at any inspection, on or off site, and at any meetings with government environmental officials; and (iii) provide Landlord with an inventory of materials and substances dealt with by Tenant at the Demised Premises, as well as such additional information for government filings or determinations as to whether there has been compliance with an environmental law.

(ii) Landlord expressly acknowledges its understanding and agreement that during the Lease Term certain notices, filings (and, possibly, sampling plans, remediation plans and remediation work) with respect to the Shopping Center, the Demised Premises and/or any Common Area and any part thereof, may be required by law and, if this occurs, then Landlord shall in its own name or, if required, in the name of Tenant, comply, at Landlord's sole cost and expense, with all such applicable notices, filings and other required actions, and defend, indemnify and hold Tenant harmless from all reasonable costs and expenses related to the same, only, in all instances above, if and to the extent the situation is due to the action, omission, fault, failure or negligence of Landlord. Landlord shall (i) provide Tenant with copies of any documents filed by Landlord pursuant to any environmental law affecting or likely to affect the Demised Premises; (ii) permit Tenant to be present at any inspection, on or off site, and at any meetings with government environmental officials to the extent the Demised Premises are or are likely to be affected; and (iii) provide Tenant with an inventory of materials and substances dealt with by Landlord and affecting or likely to affect the Demised Premises, as well as such additional information for government filings or determinations as to whether there has been compliance with an environmental law.

(e) Landlord shall have the right to enter the Demised Premises at any time to inspect the Demised Premises or to conduct tests to discover the facts of any alleged or potential environmental condition or violation. Landlord shall at all times act in a manner such as to minimize any interference with the business of Tenant.

(f) Tenant shall require any permitted assignee or subtenant of the Demised Premises to agree expressly in writing to comply with all the provisions of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

(g) (i) Tenant agrees to comply fully with all federal, state, and municipal laws, rules, regulations, ordinances, use permits, and all conditions and restrictions applying to Tenant with regard to the use and condition of the Demised Premises and with regard to Tenant's activities thereon. Without limiting the foregoing, Tenant must comply with all requirements of federal, state, and local occupational, health and safety agencies, and environmental protection agencies, concerning the receipt, storage, handling, use, sale and dispensing of motor fuels, the disposal of waste materials, and Tenant's other activities on the Demised Premises, including those governing recovery of vapors.

(ii) Landlord agrees to comply fully with all federal, state, and municipal laws, rules, regulations, ordinances, use permits, and all conditions and restrictions applying to Landlord with regard to the use and condition of the Shopping Center and the underlying land and with regard to Landlord's activities thereon. Without limiting the foregoing, Landlord must comply with all requirements of federal, state, and local occupational, health and safety agencies, and environmental protection agencies, concerning the receipt, storage, handling, use, sale and dispensing of motor fuels, the disposal of waste materials, and Landlord's other activities on the Shopping Center and the underlying land, including those governing recovery of vapors.

(h) (i) Tenant shall remove and/or remediate as appropriate under applicable law all hazardous materials introduced by Tenant at or to the Demised Premises. If any removal or remediation activities need to occur subsequent to the Expiration Date or the earlier termination of this Lease, Tenant shall be deemed a holdover Tenant and Landlord shall be entitled to holdover rent and shall have all other remedies available at law or in equity.

(ii) Landlord shall remove and/or remediate as appropriate under applicable law all hazardous materials introduced by Landlord at or to the Demised Premises and the Shopping Center. Landlord shall enforce the obligation to remove and/or remediate as appropriate under applicable law all hazardous materials introduced by any third party at or to the Demised Premises and the Shopping Center.

ARTICLE VI: TENANT'S CONSTRUCTION AND MAINTENANCE

Section 6.01. Tenant's Plans and Specifications.

(a) Tenant shall, within thirty (30) days after the later to occur of the execution of this Lease of the satisfaction of the Anchor Consent contingency, submit to Landlord, for Landlord's prior written approval, complete architectural and engineering plans and specifications of the Demised Premises, prepared by architects and engineers previously approved in writing by Landlord, describing all the work which under this Lease is to be performed by Tenant, and showing in sufficient detail the location of all utilities, partitions, store front and any other matters which may affect the construction work to be performed by Landlord, if any, in the Demised Premises and in the building of which the Demised Premises form a part. If, however, Tenant's Work is limited to minor, interior, non-structural work, then such plans and specifications do not need to be architectural or engineering plans and need only show, in reasonable detail, Tenant's planned lay-out and design; and be in such form and content as required to obtain the necessary permits and approvals to perform Tenant's Work. In the event that said plans and specifications are, in the sole judgment of Landlord, incomplete, inadequate or inconsistent with this Lease, Landlord may elect to have said plans and specifications revised, corrected and/or completed by Landlord's architect at Tenant's expense. Upon completion of final plans and specifications and Landlord's approval thereof, Tenant shall employ a contractor and sub-contractors, approved in writing by Landlord, to complete the Demised Premises in accordance with the said approved plans and specifications and in accordance with the other terms and provisions of this Lease.

(b) Tenant acknowledges that Landlord's approval of Tenant's plans (i) does not eliminate the need for Tenant to obtain all necessary approvals and permits required from any public or governmental agency or authority having jurisdiction over the Shopping Center and (ii) should not be construed as a waiver of or the satisfaction of any laws, regulations, restrictions or requirements of record, conformance thereto being solely Tenant's responsibility. Tenant also acknowledges that Landlord has no liability to Tenant or any other person or entity as a result of Landlord's approval of said plans for any defects, omissions, inconsistencies or shortcomings contained in such plans or the work to be performed in accordance therewith.

Section 6.02. Tenant's Construction

Section 6.02.01 Tenant's Construction, Installations and Alterations.

(a) All work or equipment, other than Landlord's Work, if any, shall be performed by Tenant at its own cost and expense and Tenant shall, without limitation, adequately equip the Demised Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures and exterior signs and any other equipment Tenant deems necessary for the proper operation of Tenant's business. Whenever Tenant is performing work within the Demised Premises, Tenant shall commence such work as soon as is reasonably practical and shall diligently prosecute such work to its completion as soon as is reasonably practical after its commencement. All fixtures installed by Tenant shall be new or completely reconditioned. Except for interior cosmetic work, Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment other than trade fixtures without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought in accordance with Section 6.01 above. Tenant shall commence its work promptly following Landlord's approval of Tenant's plans and specifications and shall diligently and continuously prosecute its work to completion so as to open for business no later than the Commencement Date, subject to Landlord's consent being timely provided and to Landlord or any other party not interfering with the prompt execution of the work.

(b) Tenant agrees that Tenant's Work shall not be done in a manner which would create any work stoppage, picketing, labor disruption or dispute or any material interference with the business of Landlord or any tenant or occupant of the Shopping Center (any such violation, stoppage, picketing or disruption hereinafter referred to as a "Conflict"). Tenant shall immediately stop work or other activity if Landlord notifies Tenant that continuing such work or activity would cause a Conflict. Tenant shall indemnify and hold Landlord harmless from any loss, reasonable cost or liability suffered or incurred by Landlord as a result of Tenant's violation of the provisions of this paragraph. Tenant's violation of

the terms hereof shall constitute a default hereunder and shall entitle Landlord to exercise any remedies that are available to Landlord at law, in equity or hereunder, including, without limitation, obtaining an injunction. Tenant shall not be obligated to employ union labor in connection with the performance of Tenant's Work or other alterations during the Term, however, Tenant shall assume, at Tenant's cost, the lead role (in cooperation with the Landlord) to respond to and manage any hand-billing, picketing, or other Union activity directed at the Tenant, Landlord or Shopping Center on account of such decision, which obligation shall include dealing with the news media and print press; and Tenant agrees further to indemnify and hold harmless the Landlord from and against any and all claims, actions, causes of action, damages and expenses, including legal fees, the cost of police details, and/or private security expenses incurred by the Landlord as a result of the foregoing. Without limiting the foregoing, Landlord reserves the right to establish a "reserve gate system" or other means available under law that Landlord deems prudent or appropriate, in Landlord's sole discretion, to manage the parking, traffic flow, and other Common Areas of the Shopping Center.

(c) In the interest of clarity, during the Term hereof, Tenant may not perform any Covered Work (as that term is defined in Section 6.02.02), major repairs, renovations, remodeling or alterations to the Demised Premises without having first received Landlord's written consent thereto. Notwithstanding the foregoing, an interior non-structural repair or alteration reasonably necessary for the operation of Tenant's business and costing \$75,000 or less shall not be deemed a major repair, renovation, remodel or alteration requiring the consent of Landlord hereunder. In no event, however, shall such alteration affect utility or building systems or diminish or impair the value or structural integrity of the building in which the Demised Premises are located. Tenant shall, before performing any major repairs, renovations, remodeling or alterations to the Demised Premises, submit complete architectural and engineering plans and specifications of the Demised Premises, prepared by architects and engineers previously approved in writing by Landlord, describing all of the major repairs, renovations, remodeling or alterations which Tenant proposes. Upon approval by Landlord of Tenant's final plans and specifications therefor, Tenant shall employ a contractor and sub-contractors, approved in writing by Landlord, to perform the repairs, renovations, remodeling or alterations in accordance with the said approved plans and specifications and in accordance with the other terms and provisions of this Lease.

(d) Tenant shall apply for all permits and licenses necessary for the performance of Tenant's Work within a time frame allowing for completion of Tenant's Work and Tenant's projected opening for business by the Commencement Date and the use and occupancy of the Demised Premises for the Permitted Uses including, without limitation, a certificate of occupancy if necessary, within five business days after the Commencement Date (individually and collectively, the "Permits").

(e) Tenant may not (i) perform or allow to be performed any work that uses an open flame or that generates sparks or heat sufficient to cause combustion including, without limitation, cutting, welding and brazing nor (ii) shutdown any fire-protection systems within the Demised Premises without having first received Landlord's prior written consent and approval thereto, which shall not be unreasonably delayed, conditioned, withheld or denied. If Tenant fails to comply with the foregoing, without limiting any other rights and remedies Landlord may have at law or equity or under this Lease, Landlord may enter the Demised Premises without notice and immediately take any and all actions necessary to ensure that the Shopping Center is and remains at all times in compliance with all governmental and insurance regulations and requirements.

Section 6.02.02 Declaration Compliance.

(a) Tenant acknowledges that the performance of certain work in the Shopping Center, including Tenant's proposed plumbing work, is subject to the Declaration of Environmental Covenant, dated November 4, 2008; and recorded in the Cumberland County Registry of Deeds as Document No. 2072 at Book 26555, page 1 ("Covered Work").

(b) Landlord acknowledges receipt of Tenant's preliminary plumbing plan ("Plumbing Plan") and Tenant acknowledges that Landlord shall, at Landlord's cost and expense, request the consent of the Maine Department of Environmental Protection ("MEDEP") for Tenant to perform Tenant's Covered Work. Once submitted to the MEDEP, Tenant shall not change the Plumbing Plan. Tenant shall not commence any Covered Work unless and until Landlord first has notified Tenant that the MEDEP has approved the Plumbing Plan; and Tenant agrees to comply with any health and safety requirements imposed by the MEDEP and/or Landlord as a condition to such consent. In the event that the Landlord has not obtained the MEDEP's consent by the 31st day from and including the Date of Lease, then the Build-out Period shall be extended on a day for day basis until such consent is obtained.

(c) In addition, Tenant shall give Landlord at least three business days advance notice of its intent to perform the Covered Work; and Landlord shall have the right, at Landlord's cost and expense, to have Landlord's representative monitor the performance thereof. Tenant shall comply with all recommendations of Landlord's representative related to any health, safety, or environmental matters in connection with the performance of the Covered Work. Landlord's representative shall have the authority to issue a stop work order with which Tenant agrees to comply. Tenant's Build-out Period shall be tolled while Landlord's stop work order is in effect. In the event that Landlord's representative issues a stop work order or there is any disagreement regarding the implementation of any recommendation, the parties shall hold a special conference call within two (2) business days of the stop work order or dispute. The conference call shall be attended by the Landlord's and Tenant's representatives with authority to settle the dispute and shall attempt in good faith to resolve the dispute.

(d) In the interest of clarity, Landlord's obligations hereunder shall apply only to Tenant's initial work; and not to any future renovations, remodeling or alterations to the Demised Premises undertaken by Tenant.

Section 6.03. Signage.

Section 6.03.01 Signs, Awnings and Canopies.

(a) Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Demised Premises or in the Shopping Center, nor shall Tenant place in the display windows any sign, decoration, lettering or advertising matter of any kind, without first obtaining Landlord's written approval and consent in each instance, such consent not to be unreasonably delayed, conditioned, withheld or denied. Tenant shall maintain any such sign or other installation as may be approved in good condition and repair. All signs, awnings and canopies shall comply

with all laws and regulations and with the provisions of "Exhibit D - Sign Specifications", attached hereto and made a part hereof, shall be consistent with the general design of the Shopping Center, shall be in appropriate proportion to the size of Tenant's store front and, except as specifically permitted by Landlord, shall not protrude at an angle from the wall to which they are affixed.

(b) In the event Landlord, in its sole discretion, shall elect to renovate and/or remodel all or part of the Shopping Center, in order to facilitate any such renovations and/or remodeling (including Tenant's façade): (i) Tenant, upon request by Landlord and at Tenant's sole cost and expense, shall remove any and all of Tenant's signs and replace same with a new sign or signs in conformity with the uniform signage criteria of the new façade ("Tenant Sign Work") and (ii) upon completion of such renovations and/or remodeling, and receipt of written notice from Landlord that Landlord has completed such renovations and/or remodeling, Tenant shall pay to Landlord, as Additional Rent, an annual amount equal to Tenant's Percentage of the Landlord's costs and expenses incurred in performing such renovations and/or remodeling, which such costs and expenses shall be amortized on a straight-line basis over ten (10) years. Such annual amount shall be set forth in Landlord's said written notice and shall be payable in twelve (12) equal monthly installments at the same time as monthly installments of Minimum Annual Rent are payable. If Tenant shall fail or refuse to perform the Tenant Sign Work as required in (i) above, Landlord shall have the right to perform the Tenant Sign Work on Tenant's behalf at Tenant's sole cost and expense, it being acknowledged by Tenant that such cost shall be deemed Additional Rent. All such renovations and/or remodeling shall be performed diligently by Landlord and in such a manner so as to minimize the impact on Tenant's business and operations. Except for Tenant's negligence or willful misconduct, Landlord shall indemnify and defend Tenant and save it harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from, or out of, or occasioned wholly, or in part, by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees or concessionaires in the performance of such renovations or remodeling.

(c) At the Expiration Date or earlier termination of the Lease, Tenant shall remove all of its exterior signs from the storefront, fascia and/or canopy and shall repair all damage caused by the initial installation and subsequent removal of such signage.

Section 6.03.02 Pylon.

(a) Landlord hereby reserves for Tenant, for a period of 180 days from and including the Possession Date, the right to purchase and install, at Tenant's sole cost and expense, an identification panel sign on each side of the Shopping Center pylon sign in a position to be determined by Landlord in Landlord's sole judgment and discretion. The size, artwork, and design of said panel sign shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned, denied or delayed. Tenant's rights hereunder are subject to all permitting requirements and the applicable law, codes, and ordinances. Tenant may maintain Tenant's panel sign on the pylon only while Tenant continues to operate its Permitted Use in the Premises.

(b) If Tenant fails or neglects to install such panel signage within time-period specified above, then Tenant shall be deemed to have waived such right, except provided Tenant submitted Tenant's proposed signage drawings to Landlord for review and approval, in a form suitable for applying for any requisite permit, within said time-period; and otherwise is pursuing such permitting and installation efforts with all continuity, diligence, and dispatch, then Landlord shall extend such time as is reasonably necessary.

(c) Landlord shall not charge Tenant any rent or other fee to be on the pylon. If, however, Landlord maintains, repairs, cleans and/or lights the Pylon, then as additional rent, Tenant shall pay its *pro rata* share of the cost and expenses thereof, including utility charges, based upon the percentage of the total number of square feet of identification panel space on said pylon sign utilized to identify each occupant whose business name appears thereon or as a component of the common area operating costs. The cost of maintaining each individual identification panel on the pylon sign shall be borne by the occupant whose business name appears thereon.

(d) In the event the Pylon is destroyed by any casualty or the land on which the Pylon is located is condemned, Tenant's rights hereunder shall automatically terminate as of the date of such casualty or condemnation and neither party shall have any further rights or obligations hereunder unless (i) Landlord elects, in its sole discretion and subject to the receipt of the requisite permits, to reconstruct the Pylon and (ii) Tenant agrees to pay Tenant's *pro rata* share of such re-construction costs following the application of any insurance or condemnation proceeds received by Landlord. Landlord reserves the right to relocate the pylon at anytime and for any reason, however, if Landlord needs to relocate the pylon due to a change in zoning or other governmental action, Tenant, at its option, either shall pay Tenant's *pro rata* share of such relocation cost or forfeit its right to be on such relocated pylon. If Landlord chooses to relocate the Pylon other than because it is required by law or for any other reason beyond Landlord's control, then, Tenant's identification sign shall be on such relocated Pylon without cost to Tenant, as soon as the relocated Pylon is available.

Section 6.04. Laws, Waste or Nuisance.

(a) From and after the Possession Date, Tenant shall, at its own cost and expense: (i) comply with all governmental laws, orders and regulations affecting the Demised Premises now or hereafter in force including, without limitation, the Americans With Disabilities Act; (ii) comply with and execute all rules, requirements, and regulations of the Board of Fire Underwriters, Tenant's insurance companies and other organizations establishing insurance rates; and (iii) not suffer, permit or commit any waste or nuisance. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants or the public.

(b) From and after the Possession Date, Landlord shall, at its own cost and expense: (i) comply with all governmental laws, orders and regulations affecting the Shopping Center now or hereafter in force including, without limitation, the Americans With Disabilities Act as it applies to the Common Area and Common Facilities; (ii) comply with and execute all rules, requirements, and regulations of the Board of Fire Underwriters and Landlord's insurance companies and other organizations establishing insurance rate, and (iii) not suffer, permit or commit any waste or nuisance. Landlord shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to the Tenant or other tenants or the public.

Section 6.05. Mechanic's Lien.

Tenant shall promptly pay all contractors and materialmen for all work performed by Tenant, so as to minimize the possibility of a lien attaching to the Demised Premises and/or the Shopping Center, and should any such lien be made or filed, Tenant shall bond against or discharge the same within fifteen (15) days after the filing thereof. Prior to commencing any work at the Demised Premises, Tenant will provide Landlord with an acknowledgment from all of Tenant's contractors and materialmen stating that: (i) they will look solely to Tenant for all payments for their goods and services, (ii) Landlord has no obligation to them for any such goods or services and (iii) they will not place any liens against any property of Landlord. In the event Tenant shall fail to bond or discharge a filed lien within the time provided for herein, Landlord, at its option, in addition to all other rights and remedies provided herein, may bond or pay the lien or claim without inquiring into the validity thereof. Tenant shall immediately, upon demand, reimburse Landlord for the amount so paid and the expenses related thereto including an administrative charge of ten percent (10%), plus legal interest thereon, as Additional Rent. Upon prior notice to Tenant, Landlord or Landlord's representatives shall have the right to go upon and inspect the Demised Premises at all reasonable times and shall have the right to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Demised Premises. Tenant shall, before the commencement of any work which might result in the filing of a mechanics' or materialmen's lien, give Landlord written notice of Tenant's intention to do so in sufficient time to enable the posting of such notices.

Section 6.06. Fire Hazards.

In the event that Tenant engages in the preparation of food or baked goods or engages in the use, sale or storing of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as Ansul) approved by the fire insurance rating organization and shall keep these devices under service as required by the fire insurance rating organization. Tenant shall also install a gas cut-off, if gas is used in the Demised Premises. Nothing contained in the preceding sentences shall be construed in any way to enlarge Tenant's rights in the Demised Premises beyond those given by Section 5.01 of this Lease. If Tenant fails to install said devices, or to subscribe to the servicing of such devices, Landlord shall have the right to enter the Demised Premises to make necessary installations and charge the cost of such installations and maintenance to Tenant as Additional Rent.

ARTICLE VII: MAINTENANCE OF BUILDING; ACCESS TO DEMISED PREMISES

Section 7.01.01 Repairs To The Demised Premises.

Landlord shall not be required to make any repairs or improvements of any kind upon the Demised Premises except for (i) damage caused by Landlord's or those of Landlord's agents, employees or contractors' negligent acts or omissions, or (ii) necessary exterior or structural repairs or maintenance, which Landlord shall perform diligently and in accordance with accepted industry practices, provided that if such necessary exterior or structural repairs or maintenance are required due to Tenant's acts or omissions, or those of Tenant's agents, employees or contractors, then Tenant shall be responsible for the costs of such repairs or improvements. Subject to the provisions of this Section 7.01, from and after the Possession Date, Tenant shall, at its own cost and expense, take good care of and make necessary non-structural repairs to the interior of the Demised Premises, and the fixtures and equipment therein and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances; sprinkler system maintenance; store fronts; signs; showcases; ceiling tiles, floor coverings; interior walls, columns and partitions; electrical, lighting, heating, plumbing, sewage facilities and air conditioning and ventilating equipment. Subject to the provisions of this Section 7.01, Tenant hereby waives any rights it may have to make repairs or perform maintenance as provided in any law, ordinance or regulation which may now exist or hereafter be enacted or enforced, which confers upon Tenant the right to make any repairs to the Demised Premises for the account of Landlord. All parts of the interior of the Demised Premises shall be painted or otherwise decorated by Tenant periodically as determined by Landlord. Tenant shall keep in force a maintenance agreement, in form acceptable to Landlord, on all heating and air conditioning equipment within or serving the Demised Premises, which agreement shall require, at a minimum, quarterly maintenance visits during the entire Lease Term and Tenant shall perform, or caused to be performed, any and all repairs, maintenance and replacements recommended or required in order to maintain such maintenance agreement. Tenant shall provide a copy of said maintenance agreement to Landlord upon Landlord's request. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises or the Shopping Center, Tenant shall, at Landlord's option, be required to make whatever changes to such lines as may be necessary to render the same in good order and repair and in compliance with all insurance requirements and all legal requirements. If Landlord makes repairs by reason of Tenant's negligent act, Landlord may deem the cost of such repairs Additional Rent, and such cost shall be due and payable within ten (10) days after Landlord's demand therefor. In the event of the failure of Tenant to make repairs promptly as herein agreed, Landlord, in addition to any other rights it may have under the Lease, may enter upon the Demised Premises without notice and make such repairs at the expense of Tenant, the cost thereof to be charged to Tenant as Additional Rent.

Section 7.01.02 Tenant's Right of Self Help.

In the event Landlord fails to perform its obligations under this Article VII, Tenant shall deliver written notice to Landlord specifying the nature of Landlord's failure to perform and, if Landlord fails to perform its obligations within thirty (30) days or, in the case of Major Repairs only, such longer time as may be necessary (provided Landlord is using diligent efforts) but in no event longer than an additional 20 days, after receipt of said notice and Tenant provides a second written notice to Landlord, which specifically references this section of the Lease and notifies Landlord of Tenant's intent to exercise self-help or, in the event of a Major Repair, terminate this Lease after the expiration of ten days from Landlord's receipt of the second notice, and Landlord still has not performed its obligations within said ten day period, then Tenant shall have the right at its option, either (i) to perform Landlord's obligations under this Article VII, except that any repair to the roof only may be made by Landlord's roofing contractor or (ii) in the event of a Major Repair, to terminate this Agreement upon prior written notice to Landlord as aforesaid. In the event Tenant exercises its self-help remedy as provided herein, Landlord shall reimburse Tenant for Tenant's reasonable expenses to perform Landlord's obligations plus an construction management charge of 10%, within thirty (30) days after receipt of Tenant's written request, which request shall include receipted invoices from all

suppliers and contractors. In the event Landlord fails to reimburse Tenant within the thirty (30) day period, Tenant may deduct said reasonable expense and construction management charge from the next installments of Rent until Tenant is fully reimbursed. As used herein, a "Major Repair" means a repair costing in excess of \$10,000 to effectuate.

Section 7.02. Access to Demised Premises.

(a) Landlord shall have the right to place, maintain and repair at its cost and expense, all utility equipment of any kind in, upon, around and under the Demised Premises as may be necessary for the service of the Demised Premises and other portions of Landlord's property provided same does not unreasonably interfere with the normal operation of Tenant's business and does not reduce the leasable floor surface of the Demised Premises. Landlord (for itself and other tenants in the Shopping Center) hereby reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, utilities and structural elements leading through, under and over the Demised Premises in locations which will not unreasonably interfere with Tenant's use thereof and the normal operation of Tenant's business so long as same are installed below the finished floor, within or along a wall or column, or above or along the finished ceiling. Provided such access does not unreasonably interfere with the normal operation of Tenant's business, Landlord shall also have the right to enter the Demised Premises at all reasonable times to inspect or to exhibit the same to prospective purchasers, mortgagees, ground lessors and tenants, and to make, at its sole cost and expense, such repairs, additions, alterations or improvements as Landlord may deem desirable. Provided it does not unreasonably interfere with the normal operation of Tenant's business, Landlord shall be allowed to take all material in, to and upon the Demised Premises that may be required in connection with such repairs, additions, alterations or improvements without the same constituting an eviction of Tenant in whole or in part and the Rents reserved herein shall in no way 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 the Demised Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or in an emergency by the use of force without rendering Landlord liable therefor and without in any manner affecting the obligations of Tenant under this Lease. The provisions of this Section shall in no way 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 option term, Landlord may place upon the Demised Premises "for lease," "to let" or "for sale" signs, or other similar signs, which Tenant shall permit to remain thereon. Landlord shall have the exclusive right to use all or any part of the roof and exterior side walls of the Demised Premises for any purpose provided such use does not unreasonably interfere with the normal operation of Tenant's business.

(b) If the Demised Premises contain means of access to the roof or basement, Landlord shall have the right to enter the Demised Premises at all times without unreasonably interfering with the normal operation of Tenant's business to gain access to said roof or basement to inspect same and to make such repairs, additions, alterations or improvements as Landlord may deem desirable at Landlord's cost and expense.

ARTICLE VIII: REAL ESTATE TAXES

Section 8.01. Real Estate Taxes.

Tenant shall pay, as Additional Rent, Tenant's share of Real Estate Taxes (also known as the Real Estate Tax Charge) as set forth in Article I and in accordance with the following

(a) "Real Estate Taxes" shall mean all taxes, possessory interest taxes, government property lease excise taxes, personal property taxes, excise taxes, levies, license and permit fees, payments in lieu of taxes and assessments, both ad valorem and non-ad valorem, levied, assessed or imposed at any time by any governmental authority, upon or against all or a portion of the land and/or buildings in the Shopping Center of which the Demised Premises forms a part, including site impact fees, water drainage and/or solid waste disposal levies and assessments, if any, plus the administrative fee set forth in Section 1.01 hereof. If any Real Estate Taxes are permitted to be paid in installments, then all references in this Section to the dates on which Real Estate Taxes are payable shall be deemed to refer to the dates on which the installments are payable.

(b) If at any time during the Lease Term the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge or any part thereof, shall be imposed upon Landlord in place, or partly in place, of any Real Estate Taxes as heretofore defined, and shall be measured by or be based, in whole or in part, upon the Shopping Center or the rents or other income therefrom, then all such new taxes, assessments, levies, impositions or charges or part thereof, to the extent that they are so measured or based, shall constitute Real Estate Taxes for purposes hereof, allocated as if the Shopping Center were the only property of Landlord subject thereto and as if the rents were Landlord's only income and Tenant shall pay the same as herein provided as Real Estate Taxes.

(c) From and after the Commencement Date and throughout the Lease Term, Tenant shall pay to Landlord a sum equal to the Tenant's Percentage as set forth in Section 1.01 multiplied by the Real Estate Taxes for such year. As a deposit towards said amount, Tenant shall pay to Landlord, without any deduction or setoff whatsoever an estimate of its share of Real Estate Taxes to become due, payable in equal monthly installments together with the Minimum Annual Rent payable hereunder. The foregoing amount shall be adjusted annually at the end of each fiscal year (which fiscal year shall be determined by Landlord) of the Shopping Center, which adjustment shall be based upon Landlord's estimation of the Real Estate Taxes to become due.

(d) The statements of Real Estate Taxes to be furnished by Landlord as provided in Section 1.01 shall constitute a prima facie determination as between Landlord and Tenant of Real Estate Taxes for the periods represented thereby.

(e) If Tenant's obligation to pay its share of Real Estate Taxes commences on a date other than the first day of the tax year of the taxing authority, Tenant shall pay a proportionate share of the Real Estate Taxes for the tax year in which the Commencement Date occurs, which share shall be based upon the length of time that this Lease shall have been in existence during such first tax year. At any time within the six (6) months prior to the Expiration Date, Landlord shall

have the right to compute the Real Estate Taxes due from Tenant, which computations shall be an estimate based upon the most recent annual statements of Real Estate Taxes. Promptly after the annual statement for the year including the Expiration Date is prepared by Landlord, Landlord and Tenant shall make appropriate adjustments of said estimated payments in accordance with subsection (d) above.

(f) Tenant's obligations to pay any and all Additional Rent under this Lease shall continue and shall cover all periods through the Expiration Date. Tenant's obligation to pay any and all Additional Rent under this Lease and Landlord's and Tenant's obligation to make the adjustments referred to in subsection (f) above, shall survive any expiration or termination of this Lease.

(g) Landlord may contest any and all Real Estate Taxes and/or Landlord may retain tax counsel for the purpose of obtaining and maintaining the most reasonable attainable real estate tax upon the Shopping Center. Landlord's tax counsel shall have the authority to present complaints, briefs and supporting data, including appraisals, before the appropriate agencies having jurisdiction over the assessment and levy of the real estate taxes affecting the Shopping Center. All of the reasonable costs of contesting any taxes and all of the reasonable fees and costs paid by Landlord for such services, including without limitation the costs of tax counsel, shall be included in Real Estate Taxes prior to the calculation of Tenant's share thereof and shall be Additional Rent.

(h) Prior to calculating Real Estate Taxes, Landlord shall have the right to exclude from the Shopping Center any portions thereof that are: (i) separately assessed, billed, taxed, or are the subject of records maintained by the taxing authority from which the amount of tax fairly allocable to such portions may be determined, and/or (ii) billed to an entity other than Landlord or paid directly by an entity other than Landlord even though billed to Landlord.

Section 8.02. Taxes on Leasehold.

(a) Tenant shall be responsible for, and shall pay before delinquency, all taxes assessed during, from and after the date of this Lease against any leasehold interest or improvements, decorations, alterations, fixtures and/or personal property of any kind owned by or placed in, upon or about the Demised Premises by Tenant, whether such taxes are assessed against Landlord or Tenant.

(b) If at any time from and after the date of this Lease any assessments or levies on the Shopping Center are increased as a result of any improvements to the Demised Premises or the Shopping Center arising out of Tenant's use or operations in the Demised Premises, then any taxes upon such increased assessments or levies shall be paid in its entirety by Tenant and shall not be borne by any other tenant of the Shopping Center or by Landlord. Such obligation shall be in addition to, but not duplicative of, Tenant's obligations under Section 8.01.

Section 8.03. Taxes on Rentals.

All amounts provided for in Section 1.01 of this Lease are before taxes. If the Shopping Center is located in a jurisdiction that imposes a sales tax or other tax on rentals, such tax is in addition to, and not included in, the amounts provided for in this Lease and shall be paid by Tenant as Additional Rent unless specifically stated to the contrary. In addition, Tenant shall pay any and all taxes assessed by the state or any municipality with jurisdiction over the Demised Premises, whether now in place or hereafter levied or assessed, that are applicable to rentals or any other payments or charges payable by Tenant to Landlord specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

ARTICLE IX: COMMON AREAS AND FACILITIES

Section 9.01. Control of the Shopping Center and the Common Facilities by Landlord.

(a) All parking areas, sidewalks, access roads and facilities furnished, made available or maintained by Landlord in or near the Shopping Center, including employee parking areas, truck ways, driveways, loading docks and areas, delivery areas, multi-story parking facilities (if any), package pickup stations, elevators, escalators, pedestrian sidewalks, malls, courts and ramps, landscaped areas, roofs, retaining walls, stairways, bus stops, first-aid and comfort stations, lighting facilities, sanitary systems, utility lines, water filtration and treatment facilities and the areas and improvements provided by Landlord for the general use in common of tenants and others in the Shopping Center and their customers (all herein called "Common Facilities") shall at all times be subject to the exclusive control and management of Landlord.

(b) The purpose of the site plan attached hereto as Exhibit A is to show the approximate location of the Demised Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be exactly as depicted thereon or that tenants depicted thereon (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. Landlord shall have right and obligation to maintain and at all times keep in good working order all Common Facilities. In discharging its duties hereunder, Landlord shall use good faith reasonable efforts to minimize any interference with the normal operation of Tenant's business and without diminishing or adversely impacting the Common Facilities or the extent or quality of same or the use of same for Tenant (collectively, the "Adverse Impact"). Except as required by law or a competent governmental authority, Landlord shall not make any permanent changes to the Common Area that will: (i) materially impair access to or from the Demised Premises; or (ii) materially reduce the availability of parking in the area immediately in front of the Demised Premises. Subject to the foregoing, Landlord shall have the right from time to time to: change or modify, add to or subtract from, include in or exclude from the Shopping Center and its gross leasable area any buildings, separately assessed parcels, separately maintained parcels, separately owned parcels and premises over twelve thousand (12,000) square feet; change or modify and add to or subtract from the sizes, locations, shapes and arrangements of parking areas, entrances, exits, parking aisle alignments and other Common Facilities; restrict parking by Tenant's officers, agents and employees, to designated areas, construct surface, sub-surface or elevated parking areas and facilities; construct, maintain and operate lighting facilities on all said areas; police the same; establish and from time to time change the level or grade of parking surfaces, enforce parking charges (by meters or otherwise), with appropriate provisions for free parking ticket validating by tenants, close

all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein, add to or subtract from the buildings in the Shopping Center, make alterations or additions to and to build additional stories on the building in which the Demised Premises are contained and to build adjoining the same, to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking, and do and perform such other acts in and to said Common Facilities as Landlord in its sole discretion deems advisable for the use thereof by tenants and their customers. Landlord will operate and maintain the Common Facilities in such a manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ and discharge all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Facilities

Section 9.02. Shopping Center's Operating Costs.

(a) Tenant has agreed to pay the Operating Cost Charge provided in Article I as a contribution toward any and all of Landlord's costs and expenses of operating the Shopping Center ("Shopping Center's Operating Costs") without regard to the actual Shopping Center's Operating Costs. Tenant acknowledges and agrees that there will be no reconciliation of the Shopping Center's Operating Costs. Throughout the Lease Term, as such may be renewed or extended, the Operating Cost Charge will remain fixed, subject only to the annual increase set forth below and the Option Term Adjustments and the Periodic Adjustments set forth in Article I. The Operating Cost Charge may not be increased if Tenant's share of Shopping Center Operating Costs exceeds the Operating Cost Charge paid by Tenant. Similarly, the Operating Cost Charge will not be decreased, nor will any refund, rebate or credit be due or payable to Tenant, if Tenant's share of Shopping Center Operating Costs is less than the Operating Cost Charge paid by Tenant. The other components of Additional Rent set forth in Article I, namely the Snow and Ice Removal Charge, the Security Charge, the Real Estate Tax Charge, the Insurance Charge and the Promotion Fund Charges (if any), are estimated amounts and not agreed-upon fixed amounts and these estimated amounts are subject to adjustment and reconciliation based on Landlord's costs, as provided in Article I and elsewhere in the Lease.

(b) The Operating Cost Charge shall increase by five percent (5%) each January 1 during the Lease Term and during any renewals, options or extensions of the Lease Term, excepting only as provided to the contrary in the Option Term Adjustments and Periodic Adjustments provisions in Article I.

Section 9.03. License. Intentionally Omitted

Section 9.04. Excavation.

If an excavation shall be made upon land near or adjacent to the Demised Premises, Tenant shall permit the person or persons performing such excavation license to enter upon the Demised Premises for the purpose of doing such work as Landlord or such person or persons shall deem necessary to preserve the wall or the building of which the Demised Premises forms a part from damage and to support the same by proper foundations. Landlord shall take such reasonable and prudent measure to minimize any interference with Tenant's normal business operation.

Section 9.05. Extended Hours Services.

If Tenant desires to operate its business in the Demised Premises beyond the normal Shopping Center hours of operation, Tenant shall request Landlord's consent thereto which shall not be unreasonably withheld, delayed, conditioned or denied. Thereafter, Tenant shall notify Landlord of any changes in the times or dates of the extended hours of operation. Landlord will provide during those extended hours services that it deems necessary and Tenant shall reimburse Landlord for the increased costs incurred by Landlord for such extended hours services including, without limitation, lighting, security, utilities and Landlord's administrative fee with respect to all such expenses. Tenant shall pay such increased costs as Additional Rent concurrently with its deposit payments under Section 9.02.

Section 9.06. Security Officers.

Tenant acknowledges that if Landlord provides security officers for the Common Facilities, Landlord does not represent, guarantee or assume responsibility that Tenant will be secure from any claims relating to such security officers. Landlord shall have no obligation to hire, maintain or provide such services, which may be withdrawn or changed at any time with or without notice to Tenant or any other person and without liability to Landlord. Any and all costs of providing said security shall be paid for by Tenant in accordance with the provisions of Article I.

ARTICLE X: UTILITIES

Section 10.01. Utilities.

(a) Tenant shall be solely responsible for and promptly pay all charges for trash and rubbish removal, heat, water, electricity, sewers or any other utility used or consumed in or for the Demised Premises commencing from the Possession Date. Should Landlord elect to supply or to designate a supplier of the water, gas, heat, electricity, trash removal or any other utility used or consumed in the Demised Premises, Tenant agrees to purchase and pay for the same as Additional Rent at the then applicable rates charged by local suppliers to similar users which shall in no instance exceed the rates paid by Tenant prior to such election by Landlord. Tenant shall not be bound to pay any amount in excess of the rate charged by its own suppliers prior to such Landlord election. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Demised Premises or for the character of such service except where and to the extent such interruption or failure is attributable to Landlord's gross negligence. Where Landlord provides a service to a number of users, Landlord shall have the right to determine the charge to such users using the Operating Cost Percentage or by determining each portion based on usage estimates

(b) At the time of the execution of this Lease, the Shopping Center and the Demised Premises are receiving electric service from one or more suppliers ("Electric Service Provider"). Landlord shall have the right at any time, and

from time to time, during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider, provided that such Alternate Service Provider services shall be of equivalent quality and shall not be more expensive than services provided by the Electric Service Provider.

(c) Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider, at all times and shall allow Landlord, the Electric Service Provider, and any Alternate Service Provider, provided they act without unreasonably interfering with the normal operation of Tenant's business, access to the electric lines, feeders, risers, wiring, and any other equipment or machinery within the Demised Premises.

(d) Landlord shall in no way be liable or responsible for any loss, damage or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the electric energy furnished to the Demised Premises, or if the quality or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements and no such change, failure, defect, unavailability or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any of its obligations under this Lease.

(e) If Tenant requires, uses or consumes water for any purpose, Landlord may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Landlord for the cost of the meter and the cost of the installation thereof and, throughout the duration of Tenant's occupancy, Tenant shall keep said water meter and installation equipment in good working order and repair at Tenant's sole cost and expense. Tenant agrees to pay for water consumed, as shown on said meter (or in the absence of a meter at the applicable rate) as and when bills are rendered and on default in making such payment Landlord may pay such charges and collect the same from Tenant as Additional Rent. Tenant covenants and agrees to pay the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or becomes a lien upon the Demised Premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, a water system, a sewage connection or a sewage system or treatment plant.

ARTICLE XI: ASSIGNMENT; SUBLEASE

Section 11.01. Assignment or Subletting.

(a) Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in this Lease, Tenant shall not, without Landlord's consent (not to be unreasonably withheld, conditioned, or delayed) or except as provided for in subsection (b) hereof, (i) assign this Lease or any of its rights hereunder, (ii) sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises or any part thereof by any persons other than Tenant or its agents or (iii) permit the assignment or other transfer of this Lease, or any of Tenant's rights hereunder, by operation of law or otherwise. It is also agreed that under no circumstances shall Landlord subject its consent, whenever required under the terms of this Section 11.01, to additional conditions or terms different from the terms of this Lease. Any such attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest therein and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Demised Premises in violation of the foregoing (collectively, an "Assignment"), whether voluntary or involuntary, or by operation of law or otherwise, in addition to being a default under this Lease, shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee or occupant. Further, any violation under the preceding sentence shall, at Landlord's option, terminate this Lease without relieving Tenant of any of its obligations hereunder for the balance of the stated Lease Term. It is also agreed that under no circumstances shall Landlord subject its consent to additional conditions or terms different from the terms of this Lease.

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

- (i) Tenant's parent or any subsidiary or affiliate of Tenant or its parent,
- (ii) in connection with a merger or consolidation of Tenant with another entity
- (iii) in connection with a sale or transfer of all, or substantially all, of the Tenant's stock or assets
- (iv) in connection with a sale or transfer of all of the Tenant's leases in the effective market area of this location; or
- (v) in connection with sale or offering of stock or other securities to the public for the purpose of raising capital.

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 Section 1.01; and (iv) such assignment or sublease shall not relieve Tenant of or from its obligations under this Lease.

(c) The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease or as a waiver or release of the non-assignability covenants in their future application, nor shall the collection or acceptance of Rent payments from any such assignee, transferee, subtenant or occupant constitute a waiver or release of Tenant from any covenant or obligation contained in this Lease. If this Lease is transferred or assigned, as aforesaid, or if the Demised Premises, or any part thereof, be sublet or occupied by any person or entity other than Tenant, whether as a result of any act or omission by Tenant, or by operation of law, or otherwise, then Landlord may in addition to, and not in lieu of, any other rights and remedies under this Lease or pursuant to law to which Landlord may be entitled as a result thereof, collect Rent payments from the transferee, assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved, but no such transfer, assignment, subletting, occupancy or collection shall be deemed a waiver of the covenants contained herein or the acceptance of the transferee, assignee, subtenant or occupant as tenant under this Lease, or release Tenant from the performance of the covenants required of it as set forth in this Lease.

(d) Without conferring any rights upon Tenant not otherwise provided in this Article XI, should Tenant desire to enter into any assignment, sublease or transfer of this Lease or Tenant's rights hereunder other than as provided for in subsection (b) hereof, Tenant shall request in writing Landlord's consent thereto at least ninety (90) days before the proposed effective date thereof, providing, to the extent Tenant is not contractually prevented from providing such information and documents, the following: (i) the full particulars of the proposed assignment, sublease or transfer, including its nature, effective date, terms and conditions and copies of any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining to the proposed assignment, sublease or transfer; (ii) a description of the identity, tangible net worth and previous business experience of the proposed assignee, subtenant or transferee including, without limitation, copies of the proposed assignee's, subtenant's or transferee's latest income, balance sheet and changes in financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the proposed assignee, subtenant or transferee; and (iii) any further information and documentation relevant to the proposed assignment, sublease or transfer which Landlord shall request after receipt of Tenant's request for consent including, without limitation, a written assumption agreement from the assignee or transferee. Except for assignments or subleases permitted in subsection (b) hereof, Tenant shall pay an administrative fee equal to the greater of (i) five (5%) percent of the total consideration paid by the assignee or (ii) Five Thousand Dollars (\$5,000.00) (the "Assignment Administrative Fee") and shall reimburse the Landlord for all out-of-pocket expenses (including, without limitation, reasonable attorney's fees) incurred in connection with processing any proposed assignment or sublease; the Assignment Administrative Fee shall be payable by Tenant to Landlord together with Tenant's written request for Landlord's consent to the assignment, transfer or sublease and shall be non-refundable, whether or not Landlord grants or denies its consent. If such payment does not accompany Tenant's request, then Landlord shall have the right to treat the request as null and void and improperly delivered.

(e) If Tenant requests Landlord's consent in writing to an assignment or transfer of Tenant's interest in this Lease, or a sublease of all or a portion of the Demised Premises, Landlord shall have the right, without regard to whether Landlord's withholding its consent to such a proposed assignment, transfer or sublease would be construed to be unreasonable and in lieu of consenting thereto, to terminate this Lease by giving Tenant notice of Landlord's desire so to do, in which event this Lease shall terminate on the date specified by Landlord in such notice, all as if such date were the date specified in Section 1.01 hereof as the Expiration Date.

(f) Without conferring any rights upon Tenant not otherwise provided in this Article XI, in the event of an assignment or transfer of Tenant's interest in this Lease, or a sublease of all or a portion of the Demised Premises, any monthly Rent or other payment accruing to Tenant as the result of any such assignment, transfer or sublease, including any lump sum or periodic payments in any manner relating to such assignment, transfer or sublease, which is in excess of the Rent then payable by Tenant hereunder (excluding, however, amounts allocated in good faith to goodwill and/or going business value, but not excluding amounts allocated to the leasehold, fixtures or other improvements or personalty) (the "Excess") shall be paid by Tenant to Landlord as Additional Rent in lump sum or monthly, as the case may be, or if greater, Five Thousand Dollars (\$5,000.00). Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature evidencing the Excess. In lieu of the payment to Landlord pursuant to the foregoing of the greater of the Excess or Five Thousand Dollars (\$5,000.00), Landlord may elect by notice to the assignee, transferee or subtenant, at any time after the effective date of the assignment, transfer or sublease, that the Minimum Annual Rent provided herein shall increase fifteen percent (15%) over the amounts due for the remainder of the Lease Term.

(g) In the event this Lease is assigned or otherwise transferred in whole or in part, with or without Landlord's consent or approval, Tenant shall at all times remain primarily liable for the full performance of all of the terms, covenants and conditions contained in this Lease and for all obligations accrued or accruing under this Lease. Tenant shall not be released by, or as a result of, any subsequent assignment or transfer of this Lease and Tenant agrees that no amendment, modification, extension or renewal of this Lease shall release the Tenant from its obligations under this Lease. Each assignee or transferee, with or without Landlord's consent, shall be liable and obligated to perform all of the terms, covenants and conditions contained in this Lease as if it were the original tenant under this Lease. In any right of action which may accrue to Landlord, Landlord may, at its option, proceed against Tenant without having commenced any action or obtained a judgment against any subsequent assignee or transferee.

(h) In the interest of clarity, Tenant may not mortgage, encumber, or otherwise assign or transfer this Lease as security or collateral without Landlord's consent, which consent may be withheld in Landlord's sole judgment and discretion.

ARTICLE XII: RELOCATION

Section 12.01. Relocation of the Demised Premises.

If Landlord determines that it is necessary or desirable that Tenant vacate the Demised Premises or that the Demised Premises be altered, Landlord may require that Tenant surrender possession of the Demised Premises provided Landlord, in its sole and absolute discretion, either (i) amends this Lease to lease Tenant other comparable premises within the Shopping Center on substantially the same terms and conditions as those contained in the Lease for the balance of the remaining Lease Term (except that Landlord may make appropriate adjustments to Minimum Annual Rent based upon the size and location of the new premises); or (ii) terminates the Lease and pays Tenant an amount equal to the then unamortized net out-of-pocket cost to Tenant of its improvements, calculated using a straight-line amortization schedule and an amortization period equal to the Lease Term. The provisions set forth in (i) and (ii) hereinabove shall be Tenant's sole and exclusive remedies. At Landlord's sole cost and expense, Landlord shall prepare the new Premises so that they are in a substantially same condition as the original Premises; and reimburse Tenant for the reasonable costs of moving Tenant to the new Premises. Tenant shall obtain at least three bids from reputable moving companies; and Landlord shall reimburse Tenant for Tenant's moving costs up to the amount of the lowest bid obtained.

ARTICLE XIII: PROMOTION FUND

Section 13.01. Promotion Fund. Intentionally Deleted.

ARTICLE XIV: NOTICES

Section 14.01. Notices.

(a) Any notice by Tenant to Landlord must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Landlord at the address set forth in Section 1.01, or to such other address as Landlord may designate by written notice

(b) Any notice by Landlord to Tenant must be served by certified mail, return receipt requested, postage prepaid, or by Federal Express or other nationally recognized overnight delivery service, addressed to Tenant at the address set forth in Section 1.01, or at such other address as Tenant shall designate by written notice.

(c) Any notice given in conformance with the above shall be deemed received on the earlier of (i) three days after the date given to the delivery service or (ii) the date on which the noticed party receives or refuses receipt of the notice

ARTICLE XV: INDEMNITY; PROPERTY AND LIABILITY INSURANCE

Section 15.01. Indemnity.

(a) From and after the Possession Date, Tenant shall indemnify and defend Landlord and save it harmless from and against any third party suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage not caused by Landlord, its agents, contractors, employees, or servants, arising from, or out of, any occurrence in, upon, at or from the Demised Premises, or the occupancy or use by Tenant of the Demised Premises, or any part thereof, or occasioned wholly, or in part, by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, (including use of the sidewalks and Common Facilities within the Shopping Center). In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees. Tenant's indemnification obligations shall not be limited by the provisions of any Workers' Compensation Act or similar statute.

(b) From and after the Possession Date, Landlord shall indemnify and defend Tenant and save it harmless from and against any third party suits, actions, damages, claims, judgments, costs, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage not caused by Tenant, its agents, contractors, employees, or servants arising from, or out of, any occurrence in, upon, at or from the Common Areas, or occasioned wholly, or in part, by any act or omission of Landlord, its agents, contractors, employees, servants, invitees, licensees or concessionaires. In case Tenant shall, without fault on its part, be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses and reasonable attorney's fees. Landlord's indemnification obligations shall not be limited by the provisions of any Workers' Compensation Act or similar statute.

Section 15.02. Insurance.

(a) (i) From and after the Possession Date, Tenant shall maintain, at its sole cost and expense (i) "Special Form" insurance coverage (or its then equivalent successor) which shall include fire, flood, earthquake and extended coverage insurance, in an amount adequate to cover one hundred percent (100%) of the cost of replacement of all furniture, fixtures, non-structural components of the walls and storefronts, equipment, inventory, decorations and improvements in the Demised Premises in the event of a loss and (ii) all inclusive "Commercial General Liability" insurance (or its then equivalent successor), in the broadest and most comprehensive forms generally available with "General Aggregate Amount and Per Occurrence Limits" of liability as set forth in Section 1.01, or the equivalent. The Landlord and other parties listed in Section 1.01 their successors and/or assigns shall be named as an additional insured on a primary basis under the policy providing the coverage required in item (ii) above. Tenant shall also obtain all insurance coverages required to operate its business at the Demised Premises including, without limitation, workers compensation coverage, if required. If Tenant fails to procure the required insurance, Landlord may, but shall not be required to, obtain same for Tenant and Tenant shall reimburse Landlord, within ten (10) days of demand, for the cost thereof as Additional Rent.

(ii) All companies providing Tenant's insurance shall have and maintain a minimum AM Best rating of A-X. Tenant may not self-insure any part of the required liability insurance coverages nor may the total of Tenant's deductibles and self-insurance retentions exceed Twenty Thousand Dollars (\$20,000) without having first received Landlord's written consent not to be unreasonably withheld, conditioned, delayed or denied. Tenant may not self-insure any part of the required casualty insurance coverages nor may the total of Tenant's deductibles and self-insurance retentions exceed Twenty Thousand Dollars (\$20,000) without having first received Landlord's written consent not to be unreasonably withheld, conditioned, delayed or denied.

(iii) Flood and earthquake coverages shall be required only in those jurisdictions where Landlord's insurance includes such flood and/or earthquake coverages and where Landlord's insurance providers require such coverages to be included.

(b) The "Insurance Costs" are Landlord's cost of procuring and maintaining in connection with the Shopping Center only. (i) commercial general liability insurance, including contractual liability coverage, covering bodily injury and property damage liability and, unless insured under a business automobile policy, automobile ownership, non-ownership and hired car liability; (ii) workers compensation and other statutory disability insurance as required by the state in which the Shopping Center is located covering all employees of the Landlord; and (iii) property

insurance covering the Shopping Center and its improvements of, by, owned or controlled by Landlord against "All Risks" of direct physical loss or damage including without limitation, fire, lightning, vandalism, terrorism, earthquake, sinkhole collapse, subsidence, flood, windstorm, collapse, debris removal, loss occasioned by operation of building laws including demolition and increased cost of construction in an amount that Landlord deems sufficient to replace or reconstruct the insured buildings and improvements without deduction for physical depreciation, including resulting loss of rental income, and with such deductible amounts as the Landlord shall deem advisable. Such insurance will not include coverage on any property belonging to Tenant or improvements installed by Tenant (except that Landlord's insurance shall cover reconstruction to a so-called vanilla shell condition, as described in Section 17.01 hereof, regardless of which party may have performed the initial installation of such) nor will it cover any resulting loss of use or loss of Tenant's business income. Landlord's insurance may also include such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as Landlord deems appropriate and as are then commonly insured against with respect to similar properties in similar locations. Landlord's insurance may be provided under a so-called "blanket" policy covering other centers owned by or under Landlord's control.

(c) Landlord makes no representation or warranty to Tenant that the amount of insurance to be carried by Tenant under the terms of this Lease is adequate to fully protect Tenant's interest. If Tenant believes that the amount of any such insurance is insufficient, Tenant is encouraged to obtain, at its sole cost and expense, such additional insurance as Tenant may deem desirable or adequate. Tenant acknowledges that Landlord shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Tenant hereby expressly assumes full responsibility therefor.

(d) Prior to the Possession Date, at least ten (10) days prior to the cancellation or termination of Tenant's insurance policies and within ten (10) days after Landlord's written request therefor, Tenant shall provide Landlord with certificates of insurance evidencing that Tenant has insurance coverages at least equal to the coverages required herein, that Tenant's insurance is in full force and effect and that Landlord and Landlord's managing agent, their successors and/or assigns is named as an additional insured under Tenant's liability insurance policies.

Section 15.03. Additional Insurance.

Tenant agrees to insure and keep insured at Tenant's expense: (i) all outside plate glass in the Demised Premises and (ii) all boilers or air conditioning equipment in, on, adjoining, or beneath the Demised Premises, if any, in the amount of One Hundred Thousand Dollars (\$100,000.00)

Section 15.04. Increase in Insurance Premiums.

Tenant shall not stock, use or sell any article, or do anything in or about the Demised 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 Demised Premises, the building of which it is a part and/or any other buildings in the Shopping Center. Tenant shall pay on demand any increase in premiums for Landlord's insurance, or that of any other tenant in the Shopping Center, resulting from Tenant's use, occupancy or vacancy of the Demised 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 Demised 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 Demised 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 which make up the insurance rates and premiums on the Demised Premises and the Shopping Center. If, due to Tenant's occupancy (or failure to occupy) or abandonment of the Demised Premises, any insurance shall be cancelled by the insurance carrier, or if the premium 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 of such events any increased premium on the rent insurance that may be carried by Landlord.

Section 15.05. Waiver of Subrogation.

Landlord and Tenant hereby waive all rights to claims for damages as against the other and the other's insurance companies, and Landlord's and Tenant's insurance policies shall contain provisions requiring that the respective insurance companies waive all rights of subrogation as against Landlord and Tenant and as against the other's insurance companies, which either party has, or which may arise hereafter, for: damage to the Demised Premises or the Shopping Center; damage to real or personal property located in the Shopping Center, loss of business; any loss for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; or any other loss caused by perils typically covered by fire and extended coverage, building contents, store contents and business interruption insurance coverages.

Section 15.06. Insured's Release.

Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively, or required to be carried, the one carrying or required to carry such insurance and suffering said loss hereby releases the other of and from any and all claims with respect to such loss to the extent of such insurance carried or required to be carried

Section 15.07. Notice to Landlord.

Tenant shall give prompt notice to Landlord in case of fire or accidents in the Demised Premises, or in the building of which the Demised Premises is a part, or of any defects therein or in any fixtures or equipment. Tenant, within twenty-four (24) hours of any fire or accident, shall give written notice to Landlord of any damage claimed. Tenant shall not be entitled to any abatement or diminution of Minimum Annual Rent pursuant to Section 17.01 hereof for any period during

which it prevents Landlord from repairing that portion of the damages, if any, which it is Landlord's obligation to repair, nor for any period beyond the aforementioned twenty-four (24) hours during which it has failed to notify Landlord.

ARTICLE XVI: LIABILITY OF LANDLORD

Section 16.01. Waiver of Liability.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY, TENANT AGREES THAT IT SHALL LOOK SOLELY TO THE ESTATE AND PROPERTY OF LANDLORD IN THE LAND AND BUILDING OF WHICH THE DEMISED PREMISES IS A PART (INCLUDING, WITHOUT LIMITATION, THE RENTS, INCOME, INSURANCE PROCEEDS, CONDEMNATION AWARDS AND OTHER PROCEEDS THEREFROM), SUBJECT TO PRIOR RIGHTS OF ANY MORTGAGEE OR TRUSTEE OF THE DEMISED PREMISES, 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 ASSETS OF LANDLORD SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF TENANT'S REMEDIES. IN THE EVENT LANDLORD TRANSFERS THIS LEASE, EXCEPT AS COLLATERAL SECURITY FOR A LOAN, UPON SUCH TRANSFER LANDLORD WILL BE RELEASED FROM ALL LIABILITY AND OBLIGATIONS HEREUNDER, PROVIDED THAT THE TRANSFEREE ASSUMES THE OBLIGATIONS AND LIABILITIES, PAST, CURRENT AND/OR FUTURE, OF THIS LEASE OR RELATED THERETO.

Section 16.02. Parties' Risk of Loss.

Tenant shall store its property in and shall occupy the Demised Premises and all other portions of the Shopping Center at its own risk and releases Landlord, to the full extent permitted by law, from all claims of every kind arising from any loss, damage, or peril insurable under a standard fire and extended coverage policy, except to the extent caused by Landlord's, its agents, invitees, servants, employees or contractors' direct negligent act or omission. Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage to either the person or property of Tenant or to Tenant's merchandise, equipment, fixtures or other personal property or to Tenant's business, arising from any cause, except to the extent caused by Landlord's, its agents, invitees, servants, employees or contractors' direct negligent act or omission. Notwithstanding anything contained in the Lease to the contrary, if Landlord is found liable or obligated to Tenant under the Lease, then Landlord shall be liable to Tenant only for actual, proven damages, in no event shall Landlord be liable to Tenant for any speculative, indirect, consequential and/or punitive damages, claims for lost sales/profits. Notwithstanding anything contained in the Lease to the contrary, if Tenant is found liable or obligated to Landlord under the Lease, then Tenant shall be liable to Landlord only for actual, proven damages, in no event shall Tenant be liable to Landlord for any speculative, indirect, consequential and/or punitive damages, claims for lost sales/profits.

Section 16.03. No Partnership.

Landlord neither is nor shall, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the Percentage Rent payable hereunder, if any, are included solely for the purpose of providing a method whereby Rent is to be measured and ascertained.

Section 16.04. Consent Clause.

Unless Landlord's consent or approval is required by the express terms of this Lease not to be unreasonably withheld, such consent or approval may be withheld or delayed by Landlord in its sole and arbitrary discretion.

Section 16.05. Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, successors and assigns of the said parties. Each provision to be performed by each party shall be construed to be both a covenant and a condition and, if there shall be more than one Tenant or Landlord, they shall all be bound jointly and severally by these provisions. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article XI hereof. Notwithstanding the foregoing, in the event Landlord or any successor owner shall convey or otherwise dispose of the Demised Premises, all liabilities and obligations on the part of Landlord or successor owner under this Lease arising or accruing after such conveyance to the extent that such transferee assumes such obligation and liability, whether past, current and future, of this lease or related thereto, shall cease and terminate and thereupon all such liabilities and obligations shall be binding upon the new owner. No mortgagee or trustee, or assignee thereof, who succeeds to the interest of Landlord as a result of foreclosure or as a result of a deed-in-lieu of foreclosure transfer shall be liable or obligated to Tenant, or anyone claiming by or through Tenant, or bound by (i) any payment of any installment of Rent made more than thirty (30) days before the due date of such installment, (ii) any claim arising from an act or omission of or default by Landlord under this Lease or (iii) any credits, claims, setoffs or defenses against the Rent due and payable hereunder.

ARTICLE XVII: DAMAGE CLAUSE

Section 17.01. Destruction.

(a) If the Demised Premises shall be partially damaged by any casualty covered under Landlord's insurance policy, Landlord shall, upon receipt of the insurance proceeds, repair diligently and completely the building and the Minimum Annual Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable. Landlord shall not be required to expend more than the proceeds of its insurance in repairing the Demised Premises. If

(a) the Demised Premises (i) by reason of such occurrence is rendered wholly untenable, (ii) should be damaged as a result of a risk which is not covered by Landlord's insurance or (iii) should be damaged in whole or in part during the last three (3) years of the Lease Term or of any renewal term hereof, or (b) the building of which the Demised Premises is a part (whether or not the Demised Premises is damaged), or all of the buildings which then comprise the Shopping Center should be damaged to the extent of twenty-five percent (25%) or more of the then monetary value thereof or (c) if any or all of the buildings or Common Facilities are damaged, whether or not the Demised Premises are damaged, to such an extent that the Shopping Center cannot, in the sole judgment of Landlord, be operated as an integral unit, then, in any of such events described in (a) through (c) above, Landlord may either elect to repair the damage (other than damage to Tenant's fixtures, furniture, equipment, other personal property and any other portions of the Demised Premises or any property located therein for which Tenant is required to or does insure or as to which Tenant shall be responsible to repair or restore as provided below) or may cancel this Lease by notice of cancellation given within one hundred eighty (180) days after such event and thereupon this Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease shall cease as of the later of (y) the day following the event or damages or (z) the date upon which Tenant ceased to do business at the Demised Premises. In the event Landlord elects to repair the damage insured under Landlord's policies, any abatement of Rent shall end upon the earlier to occur of the (i) 60 days after Landlord completes Landlord's work hereunder, or (ii) Tenant re-opens for business in the Demised Premises. As used herein, the phrase "repair the damage" only shall mean, to the extent applicable, to repair/restore the: (i) building in which the Demised Premises forms a part, and (ii) the Demised Premises back to a so-called vanilla shell condition, which means (1) the installation of all building standard demising walls; and (2) all utility lines stubbed to the Demised Premises and in a condition so that each (water, sewer, gas, and electrical) may be separately metered. Nothing in this paragraph shall be construed to abate Percentage Rent, if any, but the computation of Percentage Rent shall be based upon the Breakpoint, as the same may be reduced hereunder. If the damage is caused by the negligence of Tenant or its employees, agents, invitees, concessionaires, or contractors, there shall be no abatement of Rent. Unless this Lease is terminated by Landlord or Tenant (as provided for in paragraph (b) below), Tenant shall repair and refixture the interior of the Demised Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

(b) If Landlord has not completed or does not intend for any reason whatsoever to perform the repair and restoration of the Premises within 120 days after Landlord's receipt of the requisite permits (the "Reconstruction Start Date"), then Tenant shall have the right to terminate this Lease by giving Landlord written notice thereof within ten days after the Reconstruction Start Date, time being made of the essence. If Tenant elects to terminate this Lease as provided herein, this Lease shall terminate as of the effective date of such notice of termination and the parties shall be relieved of any further liability under this Lease.

ARTICLE XVIII: CONDEMNATION

Section 18.01. Condemnation.

(a) If the whole of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Lease Term shall cease and terminate as of the date of title vesting in the condemnor in such proceeding and all Rent shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term of this Lease.

(b) If any part of the Shopping Center, including the Demised Premises, shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Shopping Center not viable as a unified economic unit as determined by Landlord, then the Landlord shall have the right to terminate this Lease upon written notice to the Tenant and the Lease Term shall cease and terminate as of the date of title vesting in the condemnor in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term. If any part of the Demised Premises or of Tenant's Critical Common Area shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Demised Premises and/or Tenant's Critical Common Area unsuitable for the business of Tenant as reasonably determined by Tenant, then Tenant shall have the right terminate this Lease upon written notice to the Landlord and the Lease Term shall cease and terminate as of the date of title vesting in the condemnor in such proceeding, and Tenant shall have no claim against Landlord for the value of any unexpired Lease Term. As used herein, "Tenant's Critical Common Area" means the parking area in front of the Demised Premises typically used by Tenant's customers in the ordinary course of business and access to and from the Demised Premises from the main Shopping Center entrance. Whether or not the continued use of the Demised Premises is "unsuitable for the business of Tenant as reasonably determined by Tenant" shall be made in reference to Tenant's most recent prototypical store plan or Tenant's then current search criteria for new stores in a similar market as conveyed to brokers/agents. In the event of a partial taking or condemnation which is not extensive enough to render the Demised Premises unsuitable for the business of Tenant, then Landlord shall promptly restore the Demised Premises to the condition prior to the taking less the portion lost in the taking, and this Lease shall continue in full force and effect. Landlord shall not be required to expend in such restoration more than the proceeds of the award which is reserved for such purpose. The Minimum Annual Rent and the Breakpoint (if the Breakpoint is a fixed amount, that is not determined by dividing the Minimum Annual Rent by the Percentage Rent Rate), if any, shall be reduced in the proportion that the area of the Demised Premises taken bears to the entire area contained in the Demised Premises.

(c) In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award. Tenant hereby expressly waives any right or claim to any part thereof and assigns to Landlord any share of such an award as may be granted to it.

(d) Although all damages in the event of any condemnation are to belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Demised Premises, and although Tenant hereby expressly waives all claims against Landlord, Tenant shall have the right to claim and recover from the condemning authority, not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damages to Tenant's business by reason of the condemnation and

for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XIX: SECURITY DEPOSIT

Section 19.01. Security Deposit.

(a) Tenant herewith deposits with Landlord the security deposit set forth in Section 1.01 (hereinafter referred to as "Security"), to held by Landlord without liability for interest as security for the full and faithful performance by Tenant of every provision of this Lease and all obligations of Tenant under this Lease. In the event that Tenant is in default hereunder, Landlord may use, apply or retain the whole or any part of the Security for the payment of (i) any Rent or any other sum of money which Tenant may not have paid or which may become due after the occurrence of a default, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, (iii) any sum which Landlord may expend or be required to expend in accordance with the terms of this Lease by reason of Tenant's default, including any costs, damages or deficiency in the reletting of the Demised Premises as hereinafter provided. The use, application or retention of the Security or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided for hereunder or at law and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. Should the Security, or any part thereof, be appropriately appropriated and applied by Landlord pursuant to the terms hereof and in accordance with the terms of this Lease, Tenant shall, within seven (7) days of the sending by Landlord of a written demand, remit to Landlord as Additional Rent an amount sufficient to restore the Security to its original balance, and Tenant's failure so to remit shall be an immediate monetary default without additional notice required.

(b) In the event that Tenant shall comply in all material respects with the provisions of this Lease, the Security, or any balance thereof, shall be returned to Tenant after the later of (i) the Expiration Date or (ii) the date upon which Tenant has vacated the Demised Premises.

(c) In the event of a transfer of Landlord's interest in the Demised Premises, Landlord shall have the right to transfer the Security to the transferee thereof. In such event, Landlord shall be deemed released by Tenant from all liability for the return of such Security, and Tenant agrees to look solely to such transferee for the return of said Security.

(d) Tenant shall have no legal power to assign or encumber the Security, and the return of the Security to the original Tenant shall completely relieve Landlord of liability with regard thereto. No action of Landlord in enforcing any default shall be deemed such a termination of this Lease so as to entitle Tenant to recover said Security. No mortgagee, trustee or master landlord shall be liable for the return of Security.

ARTICLE XX: PRIORITY OF LEASE

Section 20.01. Subordination, Attornment, Power of Attorney.

Tenant has been informed and understands that Landlord is now, or may be in the future, a tenant under a lease of the land and/or entire building of which the Demised Premises forms a part. This Lease is and shall be, at Landlord's option, subject and subordinate to all ground or underlying leases and to all mortgages, deeds of trust or liens resulting from any other method of financing or refinancing which now or hereafter affects such leases or the real property of which the Demised Premises forms a part and to all renewals, modifications, consolidations, replacements and extensions thereof. This Section shall be self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request and Landlord shall pay any fee imposed/charged by the Lender in connection therewith. In the event that Landlord shall require more than one certificate in a given year, then Landlord shall reimburse Tenant for Tenant's actual out-of-pocket legal expenses to review such certificate up to \$500. Notwithstanding anything that may be implied herein, Tenant's obligation to provide said additional certificate(s) is independent of Landlord's obligation to pay the fee, and Tenant shall provide said certificate(s) within the time specified-above. In the event that any ground or underlying lease is terminated, or any mortgage or deed of trust is foreclosed or title transferred as a result of a deed-in-lieu of foreclosure, this Lease shall not terminate or be terminable by Tenant unless Tenant is specifically named in any termination or foreclosure judgment or final order, and Tenant shall attorn to any such successor lessor and recognize such lessor as Landlord under this Lease. In the event of a sale or assignment of Landlord's interest in the building of which the Demised Premises forms a part, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease. In the event that any ground or underlying lease is terminated as aforesaid or any mortgage foreclosed or the property transferred by deed-in-lieu of foreclosure, Tenant agrees, at Landlord's, master landlord's, trustee's or mortgagee's option, to enter into a new lease covering the Demised Premises for the remaining Lease Term and otherwise on the same terms, conditions and rentals as herein contained. Notwithstanding anything contained in this Lease to the contrary, if the holder of any mortgage or deed of trust elects to have this Lease superior to its mortgage or deed of trust, then, upon Tenant being notified to that effect by such encumbrance holder, this Lease shall be deemed prior to the lien of said mortgage or deed of trust, whether this Lease is executed prior to or subsequent to the date of said mortgage or deed of trust.

Section 20.02. Estoppel.

Tenant shall, within ten (10) days after request by Landlord, at Landlord's cost and expense, but without any fee or charge imposed by Tenant therefor, execute and deliver to Landlord a written declaration in form satisfactory to Landlord and substantially similar to Exhibit E, attached hereto: (a) ratifying this Lease; (b) expressing the Commencement Date and Expiration Date hereof; and (c) certifying if true and correct in Tenant's sole opinion and to the best knowledge of Tenant (i) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this Lease to be performed by Landlord have been satisfied; (iii) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (iv) the amount of advance rental, if any, (or none if such is the case) paid by Tenant; (v) the date to which rental has been paid, and (vi) the amount of security deposited with Landlord. Such declarations shall be executed and

delivered by Tenant, from time to time, as may be requested by Landlord. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

Section 20.03. Recording.

Tenant agrees, upon request of Landlord, and at Landlord's cost and expense, to execute for recording a short form memorandum of this Lease. Notwithstanding the foregoing, Tenant shall not record this Lease, or a memorandum thereof, without the prior written consent of Landlord not to be unreasonably withheld, denied, delayed or conditioned. Any recording of this Lease shall be at the sole cost and expense of the party requesting recordation.

ARTICLE XXI: LANDLORD'S REMEDIES

Section 21.01. Default.

Any one of the following shall be deemed to be an "Event of Default":

(a) Failure on the part of Tenant to make payment of Rent or any other monetary amount due under this Lease within five (5) days after its due date.

(b) With respect to a non-monetary violation of this Lease, failure of Tenant to cure the same within the minimum time period within which Tenant is required by the terms of this Lease to cure the violation after Landlord has sent to Tenant notice of such violation (or if not such time period is specified, within fifteen (15) days after Landlord has sent Tenant notice of such violation). Tenant shall be obligated to commence forthwith, to prosecute diligently and continuously, and to complete as soon as possible the curing of such violation; and if Tenant fails so to do, the same shall be deemed to be an Event of Default.

(c) The commencement of any of the following proceedings, with such proceeding not being dismissed within sixty (60) days after it has begun: (i) the estate hereby created being taken on execution or by other process of law; (ii) Tenant, or any surety or guarantor of Tenant, being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of Tenant, or any surety or guarantor of Tenant, for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of Tenant's property, or that of the Tenant's surety or guarantor, by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of Tenant, or any surety or guarantor of Tenant, under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.

(d) Tenant, or any surety or guarantor of Tenant, filing a petition for reorganization or for rearrangement under or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts (a "Bankruptcy Filing"). In the event that Tenant, or any surety or guarantor of Tenant, makes a Bankruptcy Filing, the then present term of this Lease shall cease as of the day prior to the Bankruptcy filing and a new term ("Bankruptcy Term") shall commence as of the date of the Bankruptcy filing and all Rent and other charges due and payable under the Lease for the month in which the date of the Bankruptcy Filing occurs, whether or not actually paid by the Tenant, shall be prorated on a daily basis. The per diem amounts attributable to the period from the first day of the month in which the date of the Bankruptcy Filing occurs through the day immediately preceding the date of the Bankruptcy Filing shall be deemed pre-petition and the per diem amounts attributable to the period from the date of the Bankruptcy Filing through to the end of the month in which the date of the Bankruptcy Filing occurs shall be deemed due as of the commencement date of the Bankruptcy Term which, if not already paid, shall be and become immediately due and payable by Tenant to Landlord. All of the terms and conditions of the Lease other than the determination of Rent and other charges due and payable in the month in which the Bankruptcy Filing occurs as a result of the Bankruptcy Term, including but not limited to the expiration date of the Lease, the timing of options, Rent increases and the like, shall remain as set forth in the Lease without regard to this paragraph and without regard to the Bankruptcy Term.

(e) Excepting only those days on which Tenant is prevented from remaining open by virtue of strike, fire, flooding, unforeseen casualty or other event beyond the control of Tenant including due to the fault, negligence, omission or action of Landlord, (financial inability shall never be deemed to be an event beyond Tenant's control) and Tenant agrees promptly to advise Landlord of any such event and closing and further agrees to reopen as soon thereafter as possible, if Tenant shall close for business for more than three consecutive business day during any Lease Year when required by this Lease to be open or if Tenant shall abandon or vacate the Demised Premises.

(f) Excepting only those periods when Tenant is prevented from performing by virtue of strike, fire, flooding, unforeseen casualty or other event beyond the control of Tenant, including due to the fault, negligence, omission or action of Landlord (financial inability shall never be deemed to be an event beyond Tenant's control) and Tenant agrees promptly to advise Landlord of any such event and closing and further agrees to reopen as soon thereafter as possible, the failure of Tenant (i) to take possession of the Demised Premises on the Possession Date, (ii) to proceed diligently and continuously with Tenant's Work, (iii) to complete its initial alterations and equipping of the Demised Premises, or (iv) to have opened for business on the Commencement Date shall be considered for the purposes hereof to be an abandonment of the Demised Premises by the Tenant and an Event of Default.

Section 21.02. Landlord's Remedies.

If an Event of Default occurs, in addition to any right Landlord may have at law or in equity including, without limitation, the right to seek injunctive relief or specific performance against the Tenant, Landlord may:

(a) Elect to re-enter or take possession of the Demised Premises pursuant to legal proceedings or any notice provided for herein and may either terminate this Lease or, without terminating this Lease, (i) remove all persons and property from the Demised Premises without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby and (ii) make such alterations and repairs as may be reasonably necessary in order to

relet the Demised Premises for a term, rental rate and conditions as Landlord, acting reasonably, may deem advisable. Upon reletting, rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Minimum Annual Rent due hereunder from Tenant, second to the payment of any reasonable costs and expenses of such reletting, including brokerage fees, reasonable attorneys' fees and costs of alterations and repairs, third to the payment of the most current Minimum Annual Rent owed at that time; and the residual, if any, shall be held by Landlord and applied in payment of future Minimum Annual Rent as the same may become due and payable hereunder from Tenant. If such rentals received from such reletting are less than that to be paid by Tenant, Tenant shall be liable for the deficiency to Landlord. Any such deficiency shall be calculated and due monthly. No such re-entry or taking possession of the Demised Premises by Landlord shall be construed as an election on its part to terminate this Lease or to accept a surrender thereof.

(b) Whether or not Landlord elects to re-enter or take possession of the Demised Premises in accordance with subsection (a) above, Landlord may, at any time after the occurrence of an Event of Default, elect to terminate this Lease. Should Landlord elect to terminate this Lease then, in addition to any other remedies Landlord may have available to it, Landlord may recover from Tenant all damages incurred by reason of such breach, including the cost of recovering the Demised Premises and the worth at the time of such termination of the excess, if any, of the amount of Minimum Annual Rent, Percentage Rent, Additional Rent and all other charges reserved in this Lease, payable over the remainder of the stated Lease Term, over the then-reasonable rental value of the Demised Premises, all of which amounts shall be immediately due and payable from Tenant to Landlord as if by terms of this Lease it were payable in advance. Landlord may immediately proceed to distrain, collect, or bring action for the worth of the whole Rent, as aforesaid, or any part thereof as aforesaid, as Rent being in arrears, or may enter judgment therefor in an amicable action in case of Rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such Rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not to enforce payment thereof. In determining the Rent which would be payable by Tenant hereunder subsequent to an Event of Default, the Percentage Rent for each year of the unexpired Lease Term shall be equal to the average Percentage Rent paid by Tenant from the Commencement Date to the Event of Default, or during the preceding three (3) full Lease Years, whichever period is shorter.

(c) Treat all or any part of the Rent reserved hereunder as immediately due and payable, it being understood that the method of monthly or other periodic payments provided for herein are for the convenience of Tenant and available to Tenant only if Tenant is not in default under this Lease.

(d) Cure such default for the account of Tenant (without waiving any claim for breach of this Lease), said right to cure shall include, without limitation, the right to pay or do any act which 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 do such acts requiring the expenditure of monies, Tenant agrees to pay Landlord, upon demand, all such sums and the sum so paid by Landlord, together with maximum legal interest thereon, shall be deemed Additional Rent and be payable as such.

Section 21.03. Debtor-in-Possession.

Tenant agrees that this Lease is a lease of "real property in a Shopping Center" and that a debtor in possession and/or trustee in bankruptcy acting pursuant to the provisions of the revised bankruptcy code, may assume this Lease only if, in addition to such other conditions of this Lease and applicable law, such debtor's in possession and/or trustee's use is compatible with the retail operations at the Shopping Center, as a whole, and does not conflict with any other use or violate any exclusive use at the Shopping Center and said debtor in possession and/or trustee shall provide Landlord with such written assurances of future performance as are acceptable to Landlord.

Section 21.04. Lien.

Landlord shall have at all times a valid lien for Minimum Annual Rent, Percentage Rent, Additional Rent and any and all other sums becoming due by Tenant, upon all goods, wares, equipment, fixtures, furniture and other personal property of Tenant situated on the Demised Premises and such property shall not be removed therefrom without the consent of Landlord until all arrearage in Minimum Annual Rent as well as any and all other sums then due to Landlord shall first have been paid and discharged. Upon the occurrence of an Event of Default, Landlord may, in addition to any other remedies provided herein or by law or equity, enter upon the Demised Premises and take possession of all Tenant's improvements, any and all goods, wares, equipment, fixtures, furniture and other personal property of Tenant thereon and may remove all persons and property from the Demised Premises by force, summary action or otherwise. Said property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord may sell said property with or without notice at public or private sale, with or without having such property at the sale, at which Landlord or its assigns may purchase and apply the proceeds thereof less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by Tenant to Landlord. Tenant agrees to execute and deliver to Landlord a Uniform Commercial Code Financing Statement perfecting Landlord's lien within thirty (30) days after Landlord's written request therefor.

Section 21.05. Redemption; Reinstatement. Intentionally Omitted

Section 21.06. Waiver of Trial by Jury.

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 DEMISED PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. IN THE EVENT LANDLORD COMMENCES ANY PROCEEDINGS FOR DISPOSSESS OR POSSESSION OF THE DEMISED PREMISES OR FOR NON-PAYMENT OF MINIMUM ANNUAL RENT, PERCENTAGE RENT, ADDITIONAL RENT OR ANY OTHER SUM DUE FROM TENANT HEREUNDER, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OR CROSSCLAIM 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. HOWEVER, TENANT SHALL NOT MOVE TO CONSOLIDATE ANY SUCH ACTION WITH ANY ACTION BROUGHT BY LANDLORD AGAINST TENANT FOR DISPOSSESS OR POSSESSION OF THE DEMISED PREMISES OR FOR NON-PAYMENT OF RENT.

Section 21.07. Cross Default. Intentionally Omitted

Section 21.08. Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated 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 an 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 provided in this Lease. Notwithstanding anything contained herein to the contrary, if the Rent payments are made to a "lock-box", the Landlord shall not be bound by any endorsement or statement on any check or by any letter accompanying any check or payment as Rent made to such a "lock-box." In addition, in the event that the Landlord designates a bank or other third-party institution to receive payments of Rent, said designation shall not constitute the appointment of agency to act on behalf of or for Landlord with respect to any rights held by Landlord hereunder.

Section 21.09. No Waiver.

The rights and remedies given to each party in this Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude such party's right to exercise any or all of the others. The waiver by a party of any breach or of the strict and/or prompt performance of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of such party's right to strictly enforce same in the future. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any terms, covenants or conditions of this Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Lease shall be deemed to have been waived by a party unless such waiver be in writing by such party. No waiver by Landlord in respect to other tenants shall be deemed to constitute a waiver in favor of Tenant.

Section 21.10. Merger.

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

Section 21.11. Legal Fees.

If any legal fees are incurred by Landlord or Tenant in enforcing the terms of this Lease against the other, then the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in enforcing the covenants of this Lease upon the entry of a final non-appealable judgment

ARTICLE XXII: MISCELLANEOUS PROVISIONS

Section 22.01. Tenant Defined; Use of Pronoun.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one tenant, (i) the liability of each shall be individual, joint and several and (ii) any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The word "Landlord" shall be deemed and taken to mean each and every person or party mentioned as a landlord herein, be the same one or more; and if there shall be more than one landlord, (i) the liability of each shall be individual, joint and several and (ii) any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed

Section 22.02. Delivery of Lease.

(a) The submission by Landlord of this Lease shall not be construed as an offer to lease. Landlord shall be bound only upon the execution of this Lease by an authorized officer and the delivery of such executed Lease to Tenant. Tenant hereby waives and is estopped from asserting any rights with respect to the Demised Premises or against Landlord which may arise from any alleged oral agreement; oral lease, any acts or expenditures (including without limitation the return of this Lease to Landlord executed by Tenant and the payment of any sums on account hereof) or series of same taken or made by Tenant in reliance on the anticipated execution hereof by Landlord; or any letter from Landlord or its attorneys sent prior to the execution and delivery hereof by Landlord as aforesaid; it being expressly understood and agreed that Tenant shall under no circumstances have any such rights until said execution and delivery hereof by Landlord.

(b) Tenant shall be bound only upon the execution of this Lease by an authorized officer and the delivery of such executed Lease to Landlord. Landlord hereby waives and is estopped from asserting any rights against Tenant which may arise from any alleged oral agreement; oral lease, any acts or expenditures (including without limitation the return of this Lease to Tenant executed by Landlord and the payment of any sums on account hereof) or series of same taken or made by Landlord in reliance on the anticipated execution hereof by Tenant; or any letter from Tenant or its

attorneys sent prior to the execution and delivery hereof by Tenant as aforesaid, it being expressly understood and agreed that Landlord shall under no circumstances have any such rights until said execution and delivery hereof by Tenant.

Section 22.03. Entire Agreement.

This Lease and the exhibits, riders and/or addenda, if any attached, set forth the entire agreement between the parties. Any prior conversations or 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. If any provision contained in a rider or addenda is inconsistent with the provisions contained herein then the provisions contained in said rider or addenda shall supersede said provisions contained herein. 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 paragraph, nor in any way affect this Lease.

Section 22.04. Partial Invalidity.

If any provision of this Lease or the 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.

Section 22.05. Applicable Law.

The Lease and the rights and obligations of the parties arising hereunder, shall be construed in accordance with the laws of the state of in which the Shopping Center is located.

Section 22.06. Rules of Construction.

The parties hereby agree that the normal rule of construction 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 Addenda or Exhibits hereto.

Section 22.07. Brokerage Commission.

Tenant represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease. Tenant agrees to indemnify Landlord against and hold it harmless from all liabilities arising from any such claim by any broker or finder including, without limitation, the cost of counsel fees. The foregoing representation, warranty and indemnification shall not apply with respect to the broker listed in Section 1.01, if any.

Section 22.08. Force Majeure.

A party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by a cause or causes beyond such party's control which shall include, without limitation, all labor disputes, riots, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God; however this shall not in any way be construed to excuse Tenant from the payment of Rent when due, unless otherwise provided in this Lease.

Section 22.09 Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws.

Tenant represents that neither Tenant, nor the principals, officers, partners, and/or members of Tenant (i) are currently identified on the list maintained by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), generally known as the "OFAC List" (formerly known as the Specially Designated Nationals and Blocked Persons List); (ii) are currently identified on the lists maintained by the U.S. Department of Commerce (the "DOC List") and/or the U.S. Bureau of Industry and Security (the "BIS List"); (iii) act for or on behalf of any person or persons listed on the OFAC List, the DOC List, the BIS List, and/or any other known list of denied persons, excluded persons, and excluded entities maintained by the federal agencies of the United States; and (iv) is a person or persons, or acts for or on behalf of any person or persons, with whom a citizen or business of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States of America.

Section 22.10 Landlord's Representations.

(a) Landlord represents and warrants to Tenant that, as of the date hereof, Landlord has not received notice from an applicable governmental authority that the Demised Premises, the Shopping Center and the underlying ground are in violation of any applicable law relating to or imposing liability or standards of conduct concerning environmental conditions at the Demised Premises, the Shopping Center, and the underlying ground.

(b) Landlord represents and warrants to Tenant that, as of the date hereof, Landlord is the sole owner of the Shopping Center and the underlying land, Landlord has the unrestricted right and capacity to sign this Lease and to rent the Demised Premises to Tenant on the terms and conditions of this Lease, and that Landlord is able to pay its debts as they become due in the ordinary course of Landlord's business. In addition and as part of Landlord's Work as set forth on Exhibit B, Landlord will perform repairs, if any are required, so that the HVAC, electrical, and plumbing systems serving the Premises are in working condition as of the Possession Date.

ARTICLE XXIII: SPECIAL RIGHT OF TERMINATION

Section 23.01. Tenant's Special Right of Termination.

If Tenant is prevented from using or occupying the Demised Premises for the Permitted Use due to a Negative Condition such that Tenant closes for more than fifteen (15) consecutive days, then at any time thereafter until such Negative Condition ceases to exist, Tenant may terminate this Lease upon written notice to the Landlord. A "Negative Condition" shall mean any of the following: (i) Tenant's Permitted Use is prohibited due to a change in law, including a change in zoning that does not allow Tenant's Permitted Use on a grandfathered/non-conforming basis; (ii) Tenant's Permitted Use is prohibited under existing law or by any public or private restriction affecting Landlord or the Shopping Center, including the exclusive or restrictive rights, if any, held by other tenants in accordance with their leases during the Term hereof, or by any mortgages, ground leases or other agreements; and/or (iii) Landlord's direct negligence or willful misconduct deprives Tenant of the physical use and enjoyment of all or at least 10% of the Demised Premises. If Tenant shall terminate this lease pursuant to (i) above, then Tenant's notice shall include a copy of such law together with a written opinion of Tenant's counsel (subject to the usual disclaimers that such opinion is provided only for informational purposes and may not be relied upon by Landlord) that Tenant's continued use hereunder would violate such law. On the termination date, the Lease shall terminate with all the same force and effect as if the termination date originally had been set forth in the Lease as the Lease Expiration Date, Tenant shall surrender and deliver the Demised Premises to Landlord in accordance with the Lease, and Landlord promptly shall return the Security Deposit and pre-paid Rent, if any, to Tenant.

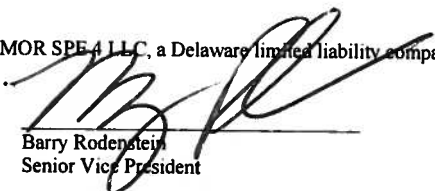
SIGNATURES CONTINUED ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Lease as of the day and year first above written

LANDLORD:

BRIXMOR SPE 4 LLC, a Delaware limited liability company

By:


Barry Rodenstein
Senior Vice President

TENANT:

NATIONAL BATH SYSTEMS, LLC, a Vermont limited liability company,

By:

Name:

Title:

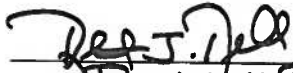
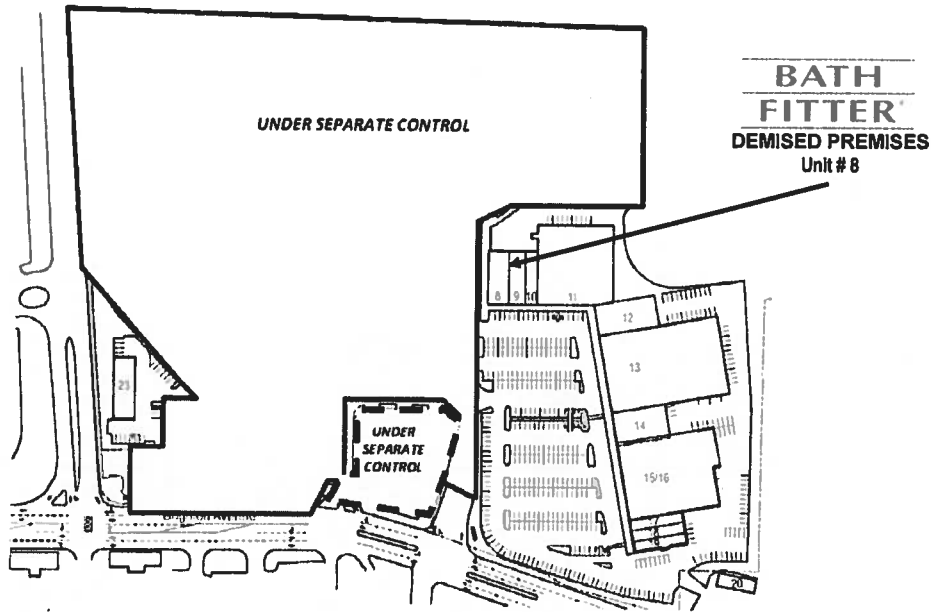

Regis J. Rebel
President / CEO

EXHIBIT A: SHOPPING CENTER SITE PLAN



NOT TO SCALE

It is understood and agreed that the site plan attached hereto is merely for the purpose of showing the general layout of the Shopping Center and the approximate location of the Demised Premises and is not to be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be exactly as depicted therein or that tenants depicted therein (if any) are now in occupancy or will be in occupancy at any time during the Lease Term. The site plan is not final, is not to scale and is subject to change without notice to Tenant. Nothing contained therein shall be deemed to limit or restrict Landlord's right to change, alter or expand the Shopping Center, any buildings thereon, the land area, any improvements thereon, the parking areas, the Common Facilities or any other part or parts thereof in accordance with the terms of the Lease. The Shopping Center, all private roads and driveways, all buildings, all land areas, the Common Facilities and parking areas and/or any part or parts thereof, all as the same may be provided from time to time, shall be deemed to be included in the Shopping Center. Note: "N.A.P." means not a part of the Shopping Center, *i.e.*, separately owned or controlled.

EXHIBIT B: LANDLORD'S AND TENANT'S WORK

LANDLORD'S WORK:

All work to be performed by Landlord in order to prepare the Demised Premises for the Tenant's occupancy (hereinafter "Landlord's Work") is as follows: at its own cost and expense, Landlord shall remove any asbestos and/or asbestos containing materials from the Demised Premises.

Except as specifically provided above as Landlord's Work, Tenant acknowledges that it is familiar with the Demised Premises and, subject to the terms of the Lease, is accepting the same in its "AS IS/WHERE IS" condition with no representation or warranty by Landlord as to the fitness of the Demised Premises, or any equipment servicing the Demised Premises, for any use permitted herein.

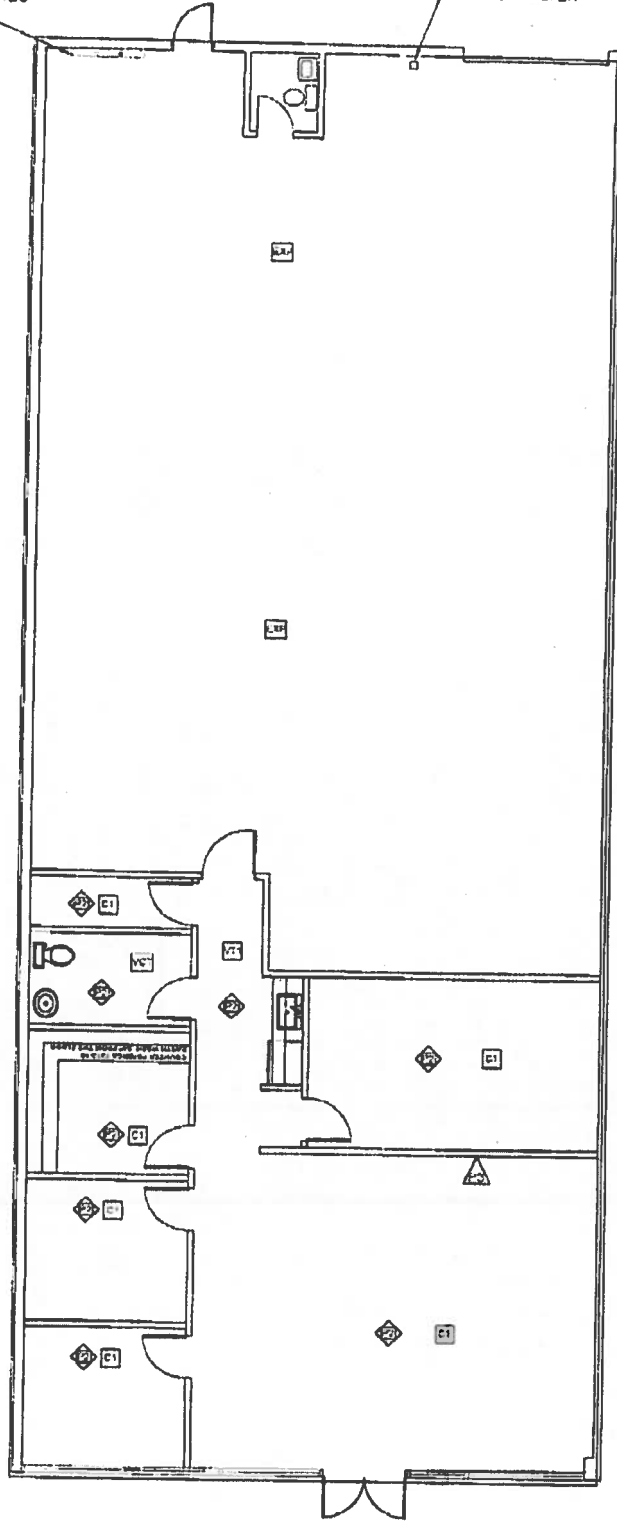
TENANT'S WORK:

Tenant's Work shall include all improvements Tenant deems necessary to operate Tenant's business all of which shall be at Tenant's sole cost and expense.

EXHIBIT B-1: TENANT BUILD-OUT SPECIFICATIONS

THREE
DISCONNECTED
PANELS


IN-GROUND
WATER METER




COUNTER FORMICA 7213-58
EARTH WASH 30" FROM THE FLOOR

CABINET FORMICA 7484-58

 EPOXY PAINT
COLOR : BEIGE

 ARMSTRONG
PAT: CAMEL BEIGE
NO: 51805

 CARPET
STYLE: POINT OF INTEREST
COLOR: 7862 NEUTRAL MIX



VINYL BASE
CB-24 4" x 120'
ROPPE SAHARA .080"



SEMR
7200
7200-3
Wheat # road



SEMR
7500
7500-7
Dark Cove

PAINTING INSTRUCTION:
All doors to be painting with 
All doors frame and window frame to be
painting with 



PHONE & DATA



ELECTRIC OUTLET

EXHIBIT C: RULES AND REGULATIONS

1. All deliveries or shipments of any kind to and from the Demised Premises, including loading and unloading of goods, shall be made only by way of the rear of the Demised 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 specified by Landlord and shall be placed at a location within the Demised Premises designated by Landlord for collection at the times specified by Landlord. Tenant shall bear all costs of garbage and refuse removal;
3. No radio, television, phonograph or other similar devices or dishes, antennas or aerials attached thereto (inside or outside) shall be installed without first obtaining in each instance Landlord's consent in writing and, if such consent be given, no such devices shall be used in a manner so as to be heard or seen outside of the Demised Premises except as expressly permitted;
4. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;
5. The outside areas immediately adjoining the Demised Premises shall be kept clear 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, parking or common areas in the Shopping Center for business purposes including, but not limited to, solicitation or the distribution or affixing of handbills;
7. Tenant and its employees shall park their cars only in those portions of the parking areas, if any, designated for that purpose by Landlord; Tenant shall furnish Landlord with its and its employees' automobile license numbers within five (5) days after taking possession of the Demised Premises and Tenant shall thereafter notify Landlord of any changes within five (5) days after such changes occur; if Tenant or its employees fail to park their cars in designated parking areas, then Landlord may charge Tenant Ten Dollars (\$10.00) per day for each day or partial day per car parking in any areas other than those designated, as and for liquidated damages; Tenant hereby authorizes Landlord to tow away from the Shopping Center any of Tenant's cars or cars belonging to Tenant's employees and/or to attach violation stickers or notices to such cars;
8. Plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein;
9. Tenant shall use, at Tenant's cost, a pest extermination contractor at such intervals as Landlord may require (and in the event that Tenant fails to so exterminate as required by Landlord, Landlord shall have the right to exterminate the Demised Premises at Tenant's sole cost and expense);
10. Tenant shall not burn trash or garbage in and about the Demised Premises or the Shopping Center;
11. Tenant shall not place, suffer or permit displays or decorations or shopping carts on the sidewalk in front of the Demised Premises or on or upon the Common Facilities of the Shopping Center;
12. Tenant agrees at all times to maintain the heating and air conditioning equipment in the Demised Premises;
13. Tenant shall store soiled or dirty linen only in approved fire rating organization containers;
14. Except as provided in the Permitted Use provision, Tenant shall not conduct or permit to be conducted any sale by auction upon or from the Demised Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors, or pursuant to any bankruptcy or other insolvency proceeding without the express written permission of Landlord, which may be withheld in Landlord's sole discretion. No auction, fire, bankruptcy, "going out of business" or other distress sale of any nature may be conducted on the Demised Premises without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion; and
15. Tenant shall keep the Demised Premises and all areas in which it conducts business well lit so as to provide a safe and secure environment for its customers and shall abide by any lighting requirements suggested or required by any appropriate agencies or insurance companies including, without limitation, any banking regulations as to lighting of ATMs.

EXHIBIT D: SIGN SPECIFICATIONS

Any sign approved by Landlord hereunder shall be furnished and installed by Tenant at Tenant's sole cost and expense. The only exterior signs which may be installed by Tenant on or in connection with the use of any building shall be limited to the name of Tenant on such building, and no portion will project in any fashion above the plane of the roof of such building, and not more than 12 inches from the face, the rear or the side of such building. Unless otherwise consented to by Landlord, the area within which the sign can be located is limited by the following: the sign shall consist of individual channel letters mounted on a raceway or on such other mounting system designated by Landlord, internally illuminated by neon or other means. Each letter shall be no larger than 3' and no smaller than 1'4" for lower case letters and no sign width (meaning all letters, including the space between them) shall not extend beyond 80% of the store front of the Demised Premises. The letters can be in any type style, upper or lower case, can be in color, and may include Tenant's logo. No letter may protrude more than 8 inches from the face of the building. All signs will be UL approved. Prior approval by Landlord is required before any installation. Tenant will provide three "blue-lined" prints to Landlord for review. In no event shall Landlord's approval of any sign hereunder be deemed or construed as a warranty or guaranty by Landlord that such sign shall satisfy or be approved by any applicable governmental agency and Tenant acknowledges that Tenant shall be solely responsible at its own cost for obtaining required governmental approvals.

GENERAL SIGN RESTRICTIONS

1. No animated, flashing or audible signs shall be permitted.
2. No exposed lamps or tubing shall be permitted.
3. All signs and their installation shall comply with all local building and electrical codes.
4. All conduit, cabinets, conductors, transformers and other equipment shall be concealed.
5. Painted lettering shall not be permitted.
6. Any damage to the sign band or roof deck caused by the installation or removal of Tenant's sign shall be repaired by Tenant at Tenant's sole cost and expense.

EXHIBIT E: TENANT ESTOPPEL

Brixmor SPE 4 LLC
% Brixmor Property Group
420 Lexington Avenue, 7th Floor
New York, NY 10170
Attn: Legal Department

Re: Lease between Brixmor SPE 4 LLC as landlord ("Landlord") and National Bath Systems, LLC as tenant ("Tenant") dated _____, amended (collectively "Lease") for space described as _____ ("Demised Premises").

Gentlemen:

The undersigned is Tenant pursuant to the Lease described above. The undersigned hereby certifies, represents and warrants to you as of the date hereof as follows:

1. Attached hereto as Exhibit A is a true, complete and accurate copy of the Lease, and the Lease has not been modified, supplemented or superseded in any matter other than by the documents, if any, which are attached hereto. The Lease constitutes a complete statement of the agreements, covenants, terms and conditions of Landlord and Tenant with respect to the letting of the Demised Premises, and there are no other agreements or understandings between Landlord and Tenant with respect to the Demised Premises, the Lease, the letting or otherwise.
2. The current term of the Lease commenced on _____ and will end on _____. Except as described below, Tenant has no:
 - (a) options or other rights to renew or extend the term of the Lease or to cancel the Lease,
 - (b) options or other rights to purchase the Demised Premises of which the Demised Premises is a part or rights of first refusal or first offer in respect thereof, or
 - (c) options or other rights of first refusal or first offer in respect of any leasing thereof. (If there are any such options or rights, describe, if there is none write "NONE")

None of such options or rights, if any, have been exercised except as specified below (write "NONE" if there is none):
3. The Lease is in full force and effect and legal, valid, binding and enforceable
4. To the best of Tenant's knowledge, there is no default under the Lease in the payment of rent or any other amounts or in the observance or performance of any other agreement, covenant, term or condition to be observed or performed by Landlord or Tenant, and the undersigned has no knowledge of any state of facts or events which, with the passage of time or the giving of notice, would constitute a default by Landlord or Tenant.
5. Tenant has received no rent or other concessions, except as specified below (write "NONE" if there is none):
6. Tenant has received no rent or other concessions that remain outstanding. The annual and monthly base and percentage rental, the indices payments, and the taxes, insurance, CAM and other operating expense payments and the dates to which they have been paid, are described below:

Base rental
Date paid through:
Percentage Rental:
Date paid through
Other Payment Obligations:
Date paid through.
7. Tenant has accepted possession and is in actual occupancy of the Demised Premises and there are no setoffs, defenses or counterclaims against enforcement of the obligations to be observed or performed under the Lease.
8. To the best of Tenant's knowledge, there is no work to be performed by Landlord that has not been completed, and there are no defects or deficiencies which entitle Tenant to cancel the Lease or to receive any other benefit or relief.
9. The undersigned has not deposited any funds to secure any of its obligations under the Lease and has not paid any advance rentals or other amounts, except as specified below (write "NONE" if there is none):
10. Tenant has no knowledge of any broker or other intermediary who is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals or other payments or rights or obligations under the Lease or with respect to the Lease itself.
11. To the best of Tenant's knowledge, Landlord has not waived the observance or performance by Tenant of any of the agreements, covenants, terms or conditions to be observed or performed by Tenant under the Lease.
12. To the best of Tenant's knowledge, Tenant has never permitted or suffered the generation, treatment, storage or disposal of any hazardous waste or any other hazardous or toxic substances in, on or about the Demised Premises or any adjacent property.

13. The party executing this Tenant Estoppel Certificate on behalf of Tenant is fully authorized and empowered to do so.

The certifications, representations and warranties herein made shall be binding upon the undersigned, its successors and assigns, and shall inure to your benefit and the benefit of your successors and assigns. Tenant acknowledges that Landlord may rely on this Tenant Estoppel Certificate in conjunction with its purchase and thereafter its ownership and operation of the so-called _____.

Dated: _____ TENANT: _____

EXHIBIT F: TENANT RESTRICTIONS

Tenant shall use and occupy the Demised Premises strictly in accordance with the Permitted Use defined in the Lease.

Tenant agrees that the value of the Demised Premises and the reputation of Landlord will be seriously injured if the Demised Premises are used for any obscene or pornographic purposes or any sort of commercial sex establishment. Tenant agrees that Tenant will not bring or permit any obscene or pornographic material (including without limitation pornographic videotapes and movies) on the Demised Premises, and shall not permit or conduct any obscene, nude, or semi-nude live performances on the Demised Premises, nor permit use of the Demised Premises for nude modeling, rap sessions, or as a so-called rubber goods shop, or as a sex club of any sort, or as a "massage parlor." Tenant agrees that if at any time Tenant violates any of the provisions of this Section, such violation shall be deemed a significant breach of the terms of this Lease and objectionable conduct. Pornographic material is defined for purposes of this Section as any written, videotaped, videodisk, filmed, or pictorial matter with prurient appeal, or any objects or instruments that are primarily concerned with lewd or prurient sexual activity. Obscene material is defined here as it is in N.Y. Penal Law Section 235.00.

Notwithstanding the foregoing, if Tenant is permitted to sell or rent video tapes, then pornographic video tapes may be sold subject to the following restrictions, the careful observance of which by Tenant is a material inducement to Landlord to enter into this Lease:

- (i) They shall not be displayed in the store or in the store windows.
- (ii) They shall not be shown on any playback devices in the store or store windows.
- (iii) They shall not be mentioned in any way, directly or indirectly, on any signs within or without the Demised Premises.
- (iv) The name of the store shall not in any way allude to such materials nor shall such name contain the word "adult" or the letters "X", "NC-17" or any successor designation by the Motion Picture Association of America, or any other rating service.
- (v) Such sale must be permitted under the law by all authorities having jurisdiction.
- (vi) Video tapes of an adult nature shall be kept discreetly in a separate room in the rear of the store and not in an area for the general public, nor visible through any store windows or from the main (front) portion of the store.

In furtherance thereof, Tenant agrees that no sublease, assignment, concession or license agreement will be entered into by Tenant with any party whose operation would or could include any of the restricted or prohibited activities listed above, or whose activities or merchandise would be generally defined by the community as being pornographic, sexually graphic or sexually explicit.

Additionally, but without limiting any other provision contained in this Lease, the Demised Premises may not under any circumstance be used or occupied by Tenant or any subtenant, assignee or other occupant, for any of the following uses:

APPLEBEES

D. Provided Tenant is occupying and conducting its permitted use in the Premises, Landlord agrees not to lease any other space in the Shopping Center, without Tenant's prior written approval, to another full-service, casual dining theme family-style restaurant serving alcoholic beverages similar to Applebee's Neighborhood Grill and Bar. As used herein, a restaurant shall be deemed similar to an Applebee's Neighborhood Grill and Bar if it serves food and wine, beer or alcoholic beverages under concepts similar to "Bannigans", "Fuddrucker's", "TGI Fridays", "Houstons", "Chill's", "Ruby Tuesdays", "O'Charlies", "Red Robin" and other similar restaurant concepts. Notwithstanding the foregoing, the restrictions imposed under subsection D do not prohibit the following uses: any existing restaurants, and their successors, assigns or replacements for the same or similar restaurant uses; fast-food restaurants such as, and including, but not limited to, McDonald's; ethnic food restaurants; seafood restaurants; and fine dining restaurants. In the event Landlord shall be prohibited by any governmental authority from complying with this restriction, this restriction shall be modified to permit Landlord to comply with applicable law.

BIG LOTS

No other general merchandise, discount, liquidator, closeout store, furniture, or dollar store operation may be permitted in the Shopping Center. Notwithstanding any of the foregoing, in no event shall Landlord enter into a lease in the shopping center with any of the following operators, at any size: Dollar General; Dollar Tree; Family Dollar; 99 Cent Stores; Deals; Save-A-Lot; Marc's; Fred's; Super 10; Maxway; Amazing Savings; Ocean State Job Lot; Grossman's Bargain Outlet; Greenbacks; Kings Discount, Building 19; National Wholesale Liquidators; Dollar Dreams or Ollies Bargain Outlet.

CASCO BAY VETERINARY HOSPITAL

Landlord will not lease, operate, nor permit the occupancy of any space for the primary use as a veterinary hospital.

CVS PHARMACY

The Landlord will not lease any space in the Shopping Center, as now being constructed or as enlarged or altered at any time in the future, or permit the use or occupancy of any such space, for a health and beauty aid store and/or drug store. It is understood and agreed that the provisions of this Article shall not affect any other tenants in the Shopping Center who may sell health and beauty aids as an incidental part of their business, provided, however, that no tenant in the Shopping Center which occupies less than, twenty-five thousand (25,000) square feet of floor space shall be permitted to operate a pharmacy (prescription drug department).

DOLLAR TREE

Landlord will not lease space in the Shopping Center for the operation of a retail store using the words "Family" or "General" in combination with "Dollar" in its trade name or to a tenant whose primary use shall be the operation of a general merchandise retail variety store where the price is the same or substantially the same general price point as Tenant. The parties agree that the exclusive granted herein shall not apply to (i) any stores in excess of 50,000 square feet provided and only for so long as the single price-point is and remains at least Five Dollars (\$5.00) more than the maximum price-point used by Tenant at the Demised Premises, (ii) any other store in excess of 50,000 square feet provided such store is not a general merchandise store; (iii) any tenant or occupant selling single price point clothing; and (iv) any currently existing leases to the extent the permitted use under such lease(s) allows the tenant thereunder to use its premises for the sale of items for a dollar (whether specifically or by non-prohibition) or permits such tenant to use its premises for any lawful use. Notwithstanding anything contained hereinabove to the contrary, items (i) and (ii) in the preceding sentence shall not permit any store using the words "Family" or "General" in combination with "Dollar" in its trade name, nor will any portion of any store have an area greater than five hundred (500) square feet which is devoted to items selling at a single price point for \$5.00 or less.

FULLY BELLY DELI

Landlord agrees it will not lease any other store in the Shopping Center for the principal business of the operation of a Jewish-style delicatessen.

LITTLE CAESAR'S PIZZA

Landlord agrees it will not lease any other space in the Shopping Center for the principal business of operating a carryout, delivery or sit-down pizza or other Italian style restaurant.

PACKARD DEVELOPMENT | LOWES HOME CENTERS

B National Tenant Exclusive Uses. Landlord covenants and agrees that, subject to the rights of existing tenants, during the Term of the National Tenant Lease, provided

National Tenant is operating a home improvement center and subject to rights under existing leases as set forth on Exhibit "J", no other portion of the Landlord's Property shall be leased or sold for, nor shall Landlord allow directly or indirectly, the use or occupancy of any space in the Shopping Center or any out parcels of the Shopping Center controlled by Landlord (or any tenant of Landlord) adjoining the Premises or the Shopping Center for the following uses:

1. Hardware store (provided that this limitation shall not prohibit the incidental sale of hand held hardware goods in a store which is operated either as (a) principally for the sale of health care and pharmaceutical products such as, without limitation, Walgreens, CVS and Brooks) or (b) as a so-called "dollar type" store such as, without limitation, Dollar Discount Stores of American, Dollar Tree Stores and Family Dollar, (c) a catalogue store, (d) a computer store, (e) an arts and crafts store, (f) a toy store or (g) a department or discount department store);

2. An appliance store (provided the foregoing shall not prohibit the sale of small, countertop appliances such as toasters and toaster ovens, coffee machines, mixers, hair dryers and the like);

3. A lawn and garden store (provided the foregoing shall not prohibit the operation of a florist shop of up to 2,000 square feet);

4. A paint, wall paper, tile, home decor center and/or flooring or carpet store (provided that the this limitation shall not prohibit the incidental sale of the foregoing items in a store which is operated principally for the sale of health care and pharmaceutical products such as, without limitation, Walgreens, CVS and Brooks); or

5. A retail and/or warehouse home improvement center, lumber yard, building materials supply center, and other stores or centers similar to those operated by Lowe's, Home Depot, Home Owner's Warehouse, Home Quarters, Hechinger's, Builders Square, 84 Lumber, Wickes, Hughes Lumber, McCoy's, Menard's, Orchard Supply, Sears Hardware, Villager Hardware, Sutherlands, Tractor Supply, Eagle and Payless Cashways.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (1), (2) and (4) (subject to the parentheticals therein) above and prohibit the selling of merchandise described in (3) above in excess of the permitted space limitation set forth in (3) above, provided that the foregoing restrictions or exclusive rights are not intended to limit or prohibit the operation of electronic merchandise stores such as those operated by Best Buy, Circuit City, Radio Shack and similar operators, or office supply stores such as those operated by Staples and Office Depot (whether in each case such stores are larger or smaller than the stores of the identified operators).

On the date of execution of this Lease, Landlord and Tenant shall execute a memorandum of Lease in the form attached hereto as Exhibit "I" including this section

to be recorded against the Shopping Center restricting the use of the Landlord's Property in accordance with the restrictions set forth in this Section.

C. Intentionally Omitted.

D. Prohibited Uses. (1) (a) During the term of this Lease, no portion of the Shopping Center may be used for any of the following purposes without the written consent of the Tenant and Landlord, in their respective sole discretion, provided (a) the parties hereby consent to the uses existing in the Shopping Center as of the date of this Lease, and (b) Tenant acknowledges that Landlord may not have the right to prohibit existing tenants from using their respective premises for such uses, and (c) Landlord agrees that in the event an existing tenant requests a change of use that would be in violation of the following and Landlord has the right to consent or deny such request, Landlord shall deny the request:

- (i) A tavern, bar, nightclub, cocktail lounge, discotheque, dance hall, or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than (a) with respect to the premises currently occupied by Applebee's and the buildings on Landlord's Property which are perpendicular to Brighton Avenue, forty (40%) percent of the restaurant's gross revenues, and (b) with respect to the Premises and the buildings on Landlord's Property which are parallel to Brighton Avenue, thirty (30%) percent of the restaurant's gross revenues (and in each case the percentage shall be based on annual revenues (all as shown on Exhibit "A")).
- (ii) A bowling alley, billiard parlor, bingo parlor, arcade, game room or other amusement center.
- (iii) A theater (motion picture or live performance).
- (iv) A health club, gymnasium or spa.
- (v) A service station, automotive repair shop or truck stop.
- (vi) A flea market or pawn shop.
- (vii) A training or educational facility (including without limitation, a school, college, reading room or other facility catering primarily to students and trainees rather than customers).
- (viii) A car wash, except on an outparcel or pad site, and where the same shall have constructed and shall use sanitary sewer, water and storm water drainage lines entirely separate from those utilized by the Premises.
- (ix) A medical clinic or office.

- (x) A dry cleaning plant, central laundry or laundromat (except the same shall not prohibit a dry cleaner that does not perform on-premises services).
- (xi) An establishment for sale of automobiles, trucks, mobile homes, recreational motor vehicles.
- (xii) A child day care facility.
- (xiii) A hotel or motel.
- (xiv) A storage or mini-warehouse facility.
- (xv) Governmental offices.

(2) During the term of this Lease no portion of the Shopping Center may at any time be used for any of the following uses whatsoever:

- (i) An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays or activities of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts).
- (ii) A massage parlor.
- (iii) A skating rink.
- (iv) A mortuary, crematorium or funeral home.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.
- (vi) A land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage.
- (vii) A telephone call center.
- (viii) A gambling establishment or betting parlor (but the same shall not prohibit the sale of lottery tickets and similar activities, such as Keno).
- (ix) Veterinary hospital or animal raising or keeping facilities (but the same shall not prohibit a pet shop).
- (x) Assembling, manufacturing, industrial, distilling, refining or smelting facility.

SHAW'S SUPERMARKET

Notwithstanding the termination of the Lease as provided for herein, Landlord shall not enter into any agreement which would permit a supermarket, so-called "supercenter" of the type now operated by Wal-Mart or any other operation whose primary business is the sale of food for off-premises consumption or whose business includes food offerings substantially similar to those of a supermarket to open for business in the Shopping Center prior to the earlier of: (i) October 31, 2035; or (ii) the date Tenant ceases to operate as "Shaw's Supermarkets" at the Shopping Center to be located at Riverside and Main Streets, Westbrook, Maine or a successor supermarket operation at that location."

Additionally, but without limiting any other provision contained in this Lease, this Lease is subject and subordinate to the following mortgages, liens, and encumbrances:

Mortgage from Landlord (f/k/a Centro Heritage SPE 4, LLC) to JPMorgan Chase Bank, N.A., (original principal amount \$226,109,468.00), dated December 1, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24647 Page 140. This mortgage was assigned to Wells Fargo Bank, N.A. by instrument dated March 7, 2007 and recorded in said Registry of Deeds in Book 25542 Page 115.

Assignment of Leases and Rents to JPMorgan Chase Bank, N.A. dated December 1, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24647 Page 169. This Assignment of Leases and Rents was assigned to Wells Fargo Bank, N.A. by instrument dated March 7, 2007 and recorded in said Registry of Deeds in Book 25542 Page 115.

UCC-1 Financial Statement from Centro Heritage SPE 4, LLC to JPMorgan Chase Bank, N.A. recorded on December 11, 2006 in the Cumberland County Registry of Deeds in Book 24647 Page 183. This Financing Statement was assigned by

UCC-3, Amendment to Wells Fargo Bank, N.A. recorded on October 16, 2007 in the Cumberland County Registry of Deeds in Book 25542 Page 119.

Real estate taxes and assessments, and water and sewer charges which become due and payable.

Memorandum of Lease between Concord Buying Group, Inc and Heritage SPE, LLC, dated July 1, 2001 and recorded in said Registry of Deeds in Book 16722 Page 65.

Order of Condemnation by the City of Portland for the purpose of highway improvements, dated February 3, 2003 and recorded in the Cumberland County Registry of Deeds in Book 18824, Page 154.

Department of Environmental Protection Site Location of Development Natural Resources Protection, Portland, Tier 1 Wetland Alteration Water Quality Certification Findings of Fact and Order for Portland Pinetree, LLC and Heritage SPE, LLC, dated October 29, 2004 and recorded in said Registry of Deeds in Book 22013, Page 185.

Memorandum of Lease between Portland Pinetree, LLC and Heritage SPE, LLC, dated May 28, 2004 and recorded in said Registry of Deeds in Book 22199, Page 59

Department of Environmental Protection Site Location of Development Natural Resources Protection, Portland, Tier 1 Wetland Alteration Water Quality Certification Findings of Fact and order for Portland Pinetree, LLC and Heritage SPE, LLC and Heritage SPE, LLC, dated January 7, 2005 and recorded in said Registry of Deeds in Book 22254, Page 70.

Department of Environmental Protection Site Location of Development Act, Portland, Tier 1 Wetland Condition Compliance for Portland Pinetree, LLC and Heritage SPE, LLC, dated January 13, 2005 and recorded in said Registry of Deeds in Book 22273, Page 284.

Easement to Verizon New England, Inc and Central Maine Power Company from Heritage SPE, LLC, dated July 6, 2006 and recorded in said Registry of Deeds in Book 24188, Page 68.

Easements, exceptions, restrictions, covenants and notes as set forth on an unrecorded plan entitled "Boundary and Topographic Survey of Pine Tree Shopping Center" dated through October 25, 2004 by Sebago Technics, Inc.

Easement and right of way from Thomas S. Allen and Henrietta K. Allen to Portland Pipe Line Company by Instrument dated September 4, 1941 and recorded in Book 1652, Page 243. (As depicted on ALTAIACSM Land Title Survey for Heritage SPE LLC", by Corner Post Land Surveying, Inc., on behalf of The Orin Group, LLC, dated August 30, 2006, as last revised November 20, 2006; see Item #33, below)

State of facts depicted on plan entitled "Plan of 'Pine Tree Shopping Center", Portland Maine, owned by Gordon F. Bloom", by E. C. Jordan, dated December 7, 1961 and recorded in Plan Book 60, Page 70, including brook and drainage gully, with notation that ditch has been filled in.

Pole Line Easement to Central Maine Power Company and New England Telephone and Telegraph Company dated July 25, 1966 and recorded in Book 2978, Page 30. (As depicted on ALTNACSM Land Title Survey for Heritage SPE LLC", by Corner Post Land Surveying, Inc., on behalf of The Orin Group, LLC, dated August 30, 2006, as last revised November 20, 2006; see Item #33, below)

Fifty foot right of way reserved for street purposes in deed from Gordon F. Bloom to Ray C. Johnson dated November 29, 1966 and recorded in Book 2981, Page 836.

Conveyance, including release of rights of access to a portion of Brighton Avenue, clear sight easement, and including rights of way and easements for storm sewer, culvert, and inlet pipe, and including construction related easements in deed from Gordon F. Bloom to State of Maine dated December 20, 1969 and recorded as Document #1458 in Book 3116, Page 772.

Conveyance, including rights of way and easements relating to vehicular access, traffic islands, lights, etc. and including construction related easements in deed from Gordon F. Bloom to City of Portland dated December 20, 1969 and recorded in Book 3120, Page 328

State of Maine Department of Transportation Notice of Layout and Taking, including grading rights, dated January 10, 1978 and recorded in Book 4165, Page 311.

Easement Deed from Trustees, Net Realty Holding Trust to Central Maine Power Company and New England Telephone and Telegraph Company dated June 8, 1981 and recorded in Book 4843, Page 35.

Easement Deed from Net Realty Holding Trust to Central Maine Power Company dated June 28, 1994 and recorded in Book 11605, Page 232.

Terms and conditions of Site Location Order of Development by Maine Department of Environmental Protections dated October 29, 2004 and recorded in Book 22013, Page 185, as corrected by Order dated January 7, 2005 and recorded in Book 22254, Page 70, as affected by Order dated January 13, 2005 and recorded in Book 22273, Page 284, as modified by Order dated February 16, 2005 and recorded in Book 22398, Page 132, and as further affected by Order dated July 17, 2006 and recorded in Book 24236, Page 104.

Terms and conditions of Master Lease, including limitations on use and restrictions on sale of fee, dated May 28, 2004 as evidenced by Memorandum of Lease by and between Heritage SPE LLC, Landlord, and Portland Pinetree, LLC, Tenant,

dated December 17, 2004 and recorded in Book 22199, Page 59, as affected by Nondisturbance Agreement by and between Heritage SPE LLC, Fee Owner, Portland Pinetree, LLC, Landlord, and Lowe's Home Centers, Inc., Tenant, dated December 24, 2004 and recorded in Book 22199, Page 77 relating to lease as evidenced by Memorandum of Ground Lease by and between Portland Pinetree, LLC, Landlord, and Lowe's Home Centers, Inc., Tenant, dated December 24, 2004 and recorded in Book 22199, Page 70.

Easements, Covenants, Conditions and Restrictions by and between Portland Pinetree, LLC and Lowe's Home Centers, Inc. dated December 24, 2004 and recorded in Book 22199, Page 88

Easement Deed from Heritage SPE LLC to Verizon New England Inc. and Central Maine Power Company dated July 6, 2006 and recorded in Book 24188, Page 68 (As depicted on ALTNACSM Land Title Survey for Heritage SPE LLC", by Corner Post Land Surveying, Inc., on behalf of The Orin Group, LLC, dated August 30, 2006, as last revised November 20, 2006, see Item #33, below)

DECLARATION OF ENVIRONMENTAL COVENANT

Dated November 4, 2008 and recorded in the Cumberland County Registry of Deeds as Document No. 2072 at Book 26555, page 1.

Prohibited Activities. Centro (n/k/a Brixmor) and future owners and users of the Property shall be aware that the potential exists for contaminated soil and groundwater to be encountered beneath the Restricted Area of the Property, therefore the following acts shall be prohibited, and Centro or any subsequent owner/occupant shall not cause, permit or suffer any such acts to occur therein without prior notice to, and prior written permission from, the MEDEP:

The use of any groundwater from on or under the Property for any drinking or agricultural purpose

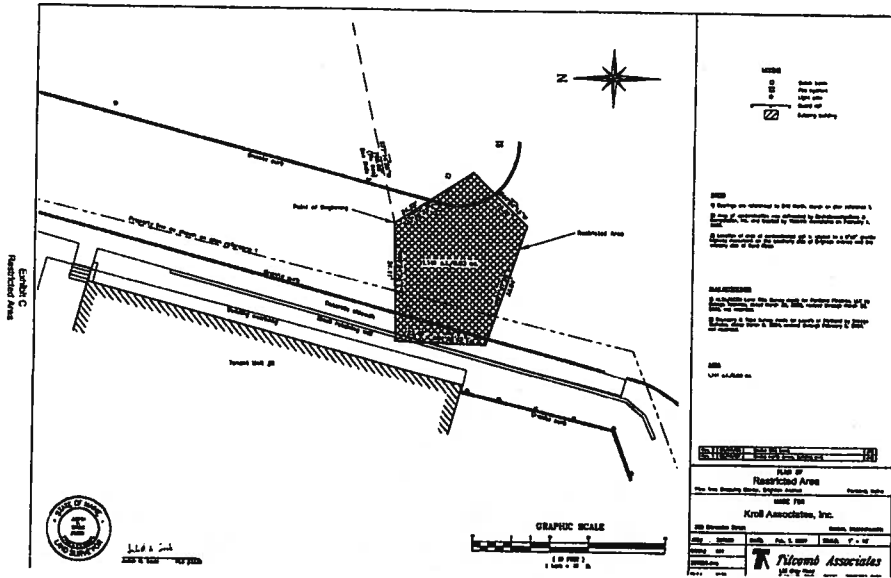
Any activity which might disturb the soil, groundwater, or impair the integrity of the Asphalt Pavement Cover (where present) in the Restricted Area or beneath Tenant Unit 8 (as depicted in Exhibit C), including without limitation:

- (1) the construction or placement of any new buildings, roads, fills, or structures within the Restricted Area;
- (2) the replacement of the existing foundation or building floor beneath Tenant Unit 8;
- (3) the excavation, digging, grading, drilling, mining or any other disturbance; or
- (4) any discharge or injection into the subsurface or withdrawal from the subsurface of liquids of any type is prohibited. This shall include, but is not limited to, extraction of groundwater for potable purposes or the installation of any new surface or subsurface liquid disposal system

The integrity of the Asphalt Pavement Cover within the Restricted Area must be maintained at all times. Any degradation or damage to the Asphalt Pavement Cover, be it accidental, emergency or planned, must be repaired immediately to restore its effectiveness. Notice of an accidental or emergency damage must be submitted to the MEDEP in a letter report that includes photographs of the damage and descriptions of temporary repairs to mitigate potential exposures, as well as proposed corrective action and schedule for implementation.

Uses. The Property shall be used and maintained for commercial and industrial or other non-residential purposes, even if changes in zoning allow other uses, for as long as this Declaration is in effect. Residential uses are prohibited without the prior written approval of MEDEP. In no event shall the Restricted Area be used for residential purposes, schools, child care facilities, or long-term care facilities, even if such uses are allowed under applicable municipal zoning, unless prior written approval of MEDEP is obtained. MEDEP may provide such approval at its sole discretion if Centro or any future owner of the Property demonstrates to the MEDEP:

- a) the comparison of on-site environmental data with appropriate risk-based standards indicate the Property (or portion thereof) meets residential criteria and access to areas not meeting residential criteria will be restricted; or
- b) if the proposal concludes that one or more conditions in or on the Property do not meet residential criteria, said proposal suggests remediation activities (including but not limited to contamination removal, stabilization, or isolation) to alleviate such material risk to residents and Centro or the then owner of the Property properly performs such remediation activities to the satisfaction of the MEDEP.



Doc# 2072 4/1/2005 Pg 14

EXHIBIT G: CONSENT LETTER

[SEE ATTACHED]



Tim L. Cooksey, Vice President
Lowe's Companies, Inc.
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Phone: 336-658-4000

May 3, 2013

Via UPS 2nd Day Air

Brixmor SPE 4 LLC
% Brixmor Property Group
One Fayette Street, Suite 300
Conshohocken, PA 19428

RE: Lowe's Store # _____, located in Pine Tree Shopping Center, Portland, Maine, Request for written consent pursuant to the Ground Lease dated as of December 24, 2004, notice of which is recorded in Book 22199, Page 88 of the Cumberland County, State of Maine official real estate records, as may have been subsequently amended (collectively, the "Agreement").

Dear Sirs:

Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as set out in the Agreement. Pursuant to the Agreement, no portion of the Shopping Center may be used as, among other things, a home improvement center, home décor center, or building materials supply center without the written consent of Lowe's Home Centers, Inc. ("Lowe's") and any other parties as may be specified in the Agreement. You (the "Requestor") have asked Lowe's to consent to the operation by Bath Fitter (the "Operator") of a Bath Fitter retail store offering, among other things, shower surround, bathtub liner, and shower conversion products and services in up to 4,000 square feet of existing improvements (the "Restricted Use") located at the Pine Tree Shopping Center, Portland, Maine (hereinafter, the "Requestor's Parcel")

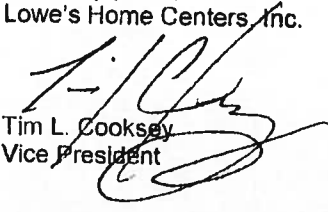
To the extent such use is restricted, Lowe's hereby consents to the proposed Restricted Use, provided, however, that such consent is expressly conditioned on and shall be effective only so long as Operator operates the Restricted Use on the Requestor's Parcel in the same manner as it currently operates its other Restricted Use businesses in the region, it being the intent of Lowe's that its consent hereunder is a personal covenant to the Operator of the Restricted Use on the Requestor's Parcel and shall not run with the land.

Any material changes or deviations in the manner the Operator operates the Requested Use shall nullify this approval. This approval is made specifically for the Requestor's Parcel and in no way

Page 2

should be construed as approval for any other part of the Shopping Center. Further, Requester is hereby advised to determine for itself whether the Agreement requires the Requestor to obtain the approval of any other parties.

Sincerely yours,
Lowe's Home Centers, Inc.


Tim L. Cooksey
Vice President

cc: Jeff Gellerman (via email)
Lowe's Legal Dept. (via email)

National Bath Systems, LLC, a Vermont limited liability company hereby accepts the within consent and agrees to the terms and conditions set forth therein.

NATIONAL BATH SYSTEMS, LLC, a Vermont limited liability company,

By: _____

Name: _____

Title: _____

BRIXMOR^{INC.}

July 2, 2013

VIA FEDEX DELIVERY

Armen D. Aftandilian
Portland Pinetree, LLC
% New England Development
One Wells Avenue
Newton, MA 02459

Re: Bath Fitter's Waiver Request
Pine Tree Shopping Center, Portland, Maine (the "Shopping Center")

Dear Armen:

Reference is made to a certain Agreement of Lease, dated May 28, 2004, by and between Brixmor SPE 4 LLC, as successor landlord ("**Landlord**"), and Portland Pinetree, LLC, as tenant ("**Tenant**"), for a certain parcel of land located at the above-referenced Shopping Center as more fully described therein (the "**Lease**").

Reference also is made to (a) that certain Ground Lease, dated as of December 24, 2004, between Lowe's Home Centers, Inc. ("**Lowe's**"), as tenant, and Portland Pinetree, LLC, as landlord, notice of which is recorded in Book 22199, Page 88 of the Cumberland County, State of Maine official real estate records, as may have been subsequently amended ("**Lowe's Lease**") and (b) that certain consent letter from Lowe's to Brixmor SPE 4 LLC, dated May 3, 2013 ("**Lowe's Consent**") relating to the Agreement, a copy of which is attached hereto.

Currently, Landlord is in negotiations to lease space #8 (which Landlord represents is an existing improvement) at the Shopping Center, consisting of up to 4,000 square feet (the "**Bath Fitter Space**"), for a Bath Fitter retail store. Bath Fitter ("**Operator**" which is and shall be deemed to have the exact same meaning as that term in the Lowe's Consent) offers, among other things, shower surround, bathtub liner, and shower conversion products and services (the "**Bath Fitter Use**" which is and shall be deemed to have the exact same meaning as the "Restricted Use" as defined in the Lowe's Consent). A copy of the site plan is attached for reference only.

This letter confirms that to the extent the Bath Fitter Use is restricted pursuant to the Lease, the Landlord and/or its successor, assigns, and affiliates, may lease the Bath Fitter Space in the Shopping Center to the Operator for the Bath Fitter Use notwithstanding the National Tenant Exclusive Use restriction set forth in Section 9(B) of the Lease, all subject to the terms of this letter and provided that this consent is expressly conditioned on and shall be effective only for long as (a) Operator operates the Bath Fitter Use in the Bath Fitter Space in the same manner as Operator currently operates Operator's other Bath Fitter Use businesses in the region, it being the intent of Tenant that its consent hereunder is applicable only to Operator's Bath Fitter Use in the Bath Fitter Space, and does not apply to any other part of the Shopping Center, (b) there is no

material change or deviation in the manner in which the Operator operates the Bath Fitter Use, and (c) the Lowe's Consent remains in full force and effect in accordance with its terms (it being understood that a breach or nullification of the Lowe's Consent shall be deemed to be a breach and nullification of this consent and waiver).

To the extent of (i) a dispute between Landlord and Lowe's with respect to a claim that there has been a violation or a resulting termination of the Lowe's Consent, or (ii) Lowe's claims that Tenant is in violation of the Lowe's Lease based on the consent provided herein or the acts of Landlord or Operator in connection therewith, then, in each case, Landlord shall defend, hold harmless and indemnify Tenant from and against any and all costs, losses and damages that Tenant may incur as a result thereof.

* * *

If the foregoing accurately confirms our agreement, then please have an officer authorized to sign such documents on behalf of the Tenant sign below; and return one original to me. The execution and submission by Landlord constitutes an agreement that Landlord, in consideration of Tenant's consent herein, agrees to and shall be bound by the terms and conditions set forth herein.

The parties stipulate and agree that the execution and delivery of this letter by electronic means shall have the same force as effect as if the parties had exchanged originals. The parties agree further that a digital image of this letter, as executed, shall be admissible as best evidence for the purposes of State law, Federal Rule of Evidence 1002, and the like statutes and regulations.

Very truly yours,
BRIXMOR SPE 4 LLC

By: 5/ Barry Rodenstein
Barry Rodenstein FCB
Senior Vice President

A G R E E D:
PORTLAND PINETREE, LLC,
a limited liability company

By: NED Manager LLC, a limited liability company

Its: Manager

By: [Signature]
Name: STEVEN S. FISCHMAN
Its: Manager



Tim L. Cooksey, Vice President
Lowe's Companies, Inc.
1605 Curtis Bridge Road
Wilkesboro, NC 28697
Phone: 336-658-4000

_May 3, 2013

Via UPS 2nd Day Air

Brixmor SPE 4 LLC
% Brixmor Property Group
One Fayette Street, Suite 300
Conshohocken, PA 19428

RE: Lowe's Store # _____, located in Pine Tree Shopping Center, Portland, Maine, Request for written consent pursuant to the Ground Lease dated as of December 24, 2004, notice of which is recorded in Book 22199, Page 88 of the Cumberland County, State of Maine official real estate records, as may have been subsequently amended (collectively, the "Agreement").

Dear Sirs:

Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as set out in the Agreement. Pursuant to the Agreement, no portion of the Shopping Center may be used as, among other things, a home improvement center, home décor center, or building materials supply center without the written consent of Lowe's Home Centers, Inc. ("Lowe's") and any other parties as may be specified in the Agreement. You (the "Requestor") have asked Lowe's to consent to the operation by Bath Fitter (the "Operator") of a Bath Fitter retail store offering, among other things, shower surround, bathtub liner, and shower conversion products and services in up to 4,000 square feet of existing improvements (the "Restricted Use") located at the Pine Tree Shopping Center, Portland, Maine (hereinafter, the "Requestor's Parcel").

To the extent such use is restricted, Lowe's hereby consents to the proposed Restricted Use; provided, however, that such consent is expressly conditioned on and shall be effective only so long as Operator operates the Restricted Use on the Requestor's Parcel in the same manner as it currently operates its other Restricted Use businesses in the region, it being the intent of Lowe's that its consent hereunder is a personal covenant to the Operator of the Restricted Use on the Requestor's Parcel and shall not run with the land.

Any material changes or deviations in the manner the Operator operates the Requested Use shall nullify this approval. This approval is made specifically for the Requestor's Parcel and in no way

Page 2

should be construed as approval for any other part of the Shopping Center. Further, Requester is hereby advised to determine for itself whether the Agreement requires the Requestor to obtain the approval of any other parties.

Sincerely yours,
Lowe's Home Centers, Inc.


Tim L. Cooksey
Vice President

cc: Jeff Gellerman (via email)
Lowe's Legal Dept. (via email)

National Bath Systems, LLC, a Vermont limited liability company hereby accepts the within consent and agrees to the terms and conditions set forth therein.

NATIONAL BATH SYSTEMS, LLC, a Vermont limited liability company,

By: _____

Name: _____

Title: _____

SHOPPING CENTER SITE PLAN

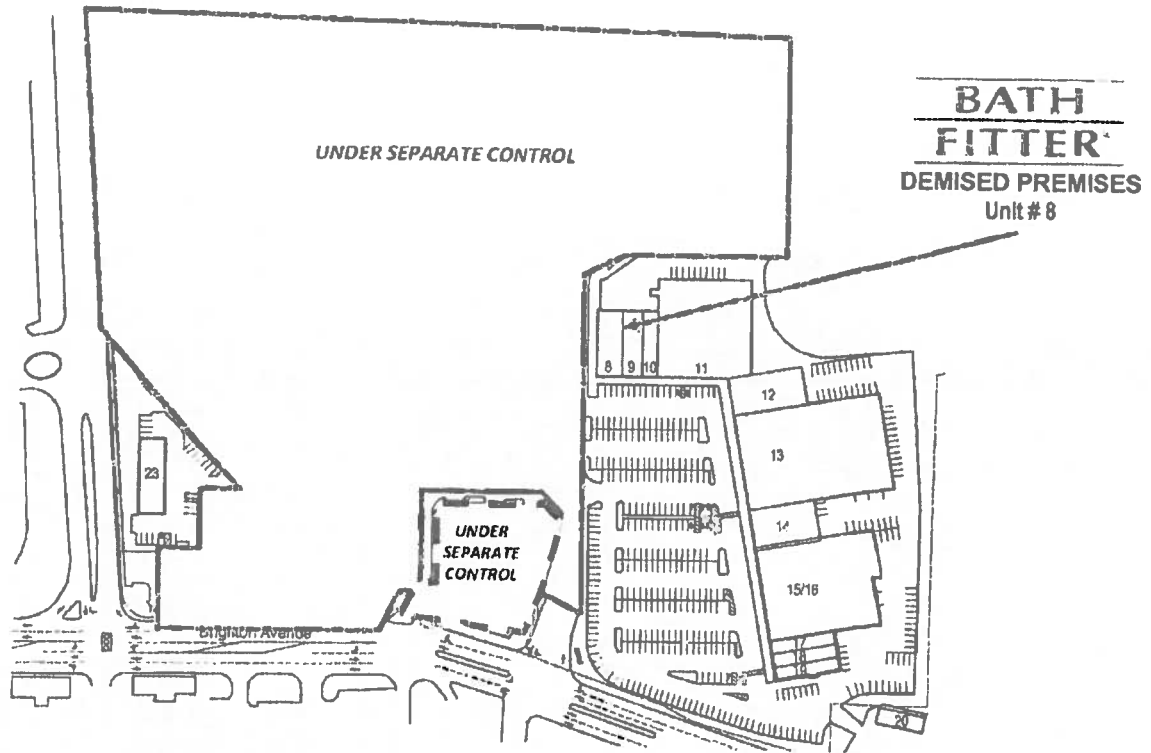


EXHIBIT H: TENANT'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: Brixmor SPE 4 LLC ("Landlord")

RE: Lease date _____, 2013 with respect to Demised Premises known as Rental Space #8 in the Pine Tree Shopping Center, Portland, Maine

DATE: _____

The undersigned, the Tenant under the captioned lease, hereby certifies that the cost of all leasehold improvements (as opposed to movable fixtures and equipment) made by Tenant at its expense to the captioned Demised Premises is \$ _____.

The undersigned, the Tenant under the captioned lease, hereby certifies that, except as disclosed on a schedule attached hereto, the undersigned has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed and for all known indebtedness and claims against the undersigned for damages arising in any manner, in connection with the construction, improvement, fixturing, equipping, decorating and furnishing of the captioned leased Demised Premises by or on behalf of the undersigned.

The undersigned further certifies that to the best of the undersigned's knowledge and belief, attached hereto are releases or waivers of liens from every contractor, subcontractor, supplier of materials and equipment, and performers of labor or services, who have or may have liens against the leased Demised Premises, the Shopping Center, or other property of Landlord arising in any manner in connection with the construction, improvement, fixturing, equipping, decorating and furnishing of the leased Demised Premises.

The undersigned agrees that this affidavit may be relied upon by any investor or lender providing financing for, and by an insurer issuing title insurance with respect to the Shopping Center.

TENANT:

NATIONAL BATH SYSTEMS, LLC, a Vermont limited liability company,

By: _____

Name: _____

Title: _____

Subscribed and sworn to, before me, this _____ day of _____, 2013.

Notary Public
My commission expires: _____