Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

Lease Agreement

By And Between

BRIXMOR SPE 4 LLC

As Landlord

And

LITLHOUSE HOLDINGS, INC.

Trade Name: BATTERIES PLUS BULBS

As Tenant

And

STEVEN HUSS AND KATHLEEN HUSS

As Tenant's Guarantor

PINE TREE SHOPPING CENTER

PORTLAND, MAINE

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The 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 **LITLHOUSE HOLDINGS, INC.**, a New Hampshire corporation, herein called "Tenant" and **STEVEN HUSS AND KATHLEEN HUSS** ("Guarantor"), and trading as **BATTERIES PLUS BULBS**.

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 the Lease, the following terms shall have the meanings indicated. Each reference in the 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 the Lease relating to the subject matter of the Basic Lease Provision.

Date of Lease:

Date of Lease: December 30, 2015

Shopping Center and Demised Premises:

Shopping Center or Center: The land and buildings owned by or leased to Landlord known as **PINE TREE SHOPPING CENTER**.

Shopping Center Address: **1100 BRIGHTON AVENUE, PORTLAND, MAINE 04102**

Building Unit: **410201**

Demised Premises or Premises (See Section 2.01): **Store #0010** with an approximate total square foot area of **2,400**, as depicted on Exhibit A attached hereto and made a part hereof.

Landlord and Tenant:

Landlord's Address for Notices:

BRIXMOR SPE 4 LLC
c/o Brixmor Property Group
450 Lexington Avenue, 13th Floor
New York, NY 10170
Attention: Office of General Counsel
Phone: (212) 869-3000

With a copy to:

BRIXMOR SPE 4 LLC
c/o Brixmor Property Group
One Fayette Street, Suite 150
Conshohocken, Pennsylvania 19428
Attn: Vice President of Legal Services
Phone: (610) 825-7100

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 Name and Billing Address:

LITLHOUSE HOLDINGS, INC.
41 The Birches Box 622
Bridgton, Maine 04009
Phone: (603) 236-1830
Tenant's email address: slhuss@gmail.com

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With a copy to:

BATTERIES PLUS, LLC ("Franchisor")
Corporate Offices
1325 Walnut Ridge Drive
Harland, Wisconsin 53029

Trade Name (See Section 5.01): **BATTERIES PLUS BULBS**

Guaranty: As an inducement to Landlord consenting to and executing the Lease and as a specific condition hereof, Guarantor shall execute an unconditional personal guaranty in the form attached hereto and made a part hereof as Exhibit H simultaneously with the execution of the Lease by Tenant.

Guarantor's Name and Address for Notices:

STEVEN HUSS
41 The Birches Box 622
Bridgton, Maine 04009
Phone: (603) 236-1830
Guarantor's email address: slhuss@gmail.com

AND

KATHLEEN HUSS
41 The Birches Box 622
Bridgton, Maine 04009
Phone: (603) 236-1830
Guarantor's email address:

Permitted Use:

Permitted Use (See Section 5.01): Subject to the existing tenant exclusive uses and restrictions affecting the Shopping Center attached hereto as Exhibit J, Tenant shall use and operate the Demised Premises solely for the purpose of the sale and service of batteries, battery related products, the sale and service of light bulbs, light bulb related products repair services associated with power, energy, batteries and lighting, and the repair of cell phones, smart phones, tablets, and personal electronic devices.

Provided Tenant is not in default under this Lease and provided that Tenant complies with all laws, rules and regulations applicable, Tenant shall have the right to install automotive batteries in Tenant's customer's vehicles as long as this is permitted by local zoning ordinances. Tenant may not construct or install any permanent or semi permanent structures for such installations and such installations may be performed only on an incidental basis.

Tenant shall use the Demised Premises subject to and in strict compliance with all provisions contained herein and shall not use the Demised Premises, or permit the use thereof, for any other use or purpose.

NAICS Code: 444130

Lease Term:

Lease Term: The term of the Lease shall be **SIXTY (60)** full months beginning on the Commencement Date.

Commencement Date: The Commencement Date of the term of this Lease shall be the earlier of (i) the date upon which Tenant opens for business at the Demised Premises, or (ii) ninety (90) days following issuance of Tenant's permits required for Tenant to perform the Tenant's Work ("Permits"). Tenant agrees to submit its

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application therefor to the applicable governing authority within seven (7) days after the date Landlord approves Tenant's plans (as set forth in Section 6.02 hereof). After such submission, Tenant agrees to use all commercially reasonable efforts to obtain the Permits within sixty (60) days from the date thereof ("Tenant Permit Period"). Tenant shall be responsible for all costs and expenses in connection with Tenant's application for the Permits and Tenant's efforts to obtain the Permits. If Tenant has not obtained the Permits on or before the expiration of the Tenant Permit Period, then at any time thereafter but prior to the date of issuance of the Permits, Landlord shall have the right to terminate this Lease by written notice to Tenant or shall have the right to attempt to obtain the Permits on Tenant's behalf, in which case this Lease shall not terminate and Landlord shall have ninety (90) days after the expiration of the Tenant Permit Period ("Landlord Permit Period") within which to attempt to obtain the Permits. If thereafter Landlord fails to obtain the Permits within the Landlord Permit Period, then this Lease shall automatically terminate as of the end of the Landlord Permit Period.

Possession Date: The date Landlord makes the Demised Premises available to Tenant. Tenant shall take possession of the Demised Premises on the date this Lease has been executed by both Landlord and Tenant.

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 (1)** 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 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.

Rent:

Minimum Annual Rent (See Section 4.01): **$3,400.00** per month from the Commencement Date through to the Expiration Date.

Option Term Minimum Annual Rent: **$4,080.00** per month from the first day of the Option Term through the expiration of the Option Term.

Tenant's Bank Account (See Section 4.01(c)):

Name of Tenant's Bank: _____
Account Name: _____
Account Number: _____
Routing Number: _____
Bank Address: _____
_____
_____

Tenant's Sales Reports (See Section 4.06): Landlord requires that tenants provide an e-mail address for requesting Tenant's gross sales statements.

Tenant's e-mail address: slhuss@gmail.com

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 The Wall Street Journal; or (ii) the highest

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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 ten (10) days after its due date.

Additional Rent:

Security Deposit (See Section 19.01): None

Rent Deposit (See Section 4.01(b)): $3,400.00
Applied to First Month's Rent

Tax on Rentals (See Section 8.03): All amounts provided for in this Article I 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 the Lease and shall be paid by Tenant as Additional Rent unless specifically stated to the contrary.

Operating Cost Percentage (See Section 9.02): From and after the Possession Date, Tenant shall pay a pro rata share of the Shopping Center's operating costs plus an administrative fee of ten percent (10%) thereof. The Operating Cost Percentage used to determine Tenant's pro rata share 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, subject to adjustment as provided in Article IX. Landlord's estimate of the pro rata share for the year in which the Lease is executed is $1.96 per square foot.

Real Estate Tax Percentage (See Section 8.01): From and after the Possession Date, Tenant shall pay a pro rata share of the Shopping Center's real estate taxes plus an administrative fee of ten percent (10%) thereof. The Real Estate Tax Percentage used to determine Tenant's pro rata share 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, subject to adjustment as provided in Article VIII. Landlord's estimate of the pro rata share for the year in which the Lease is executed is $1.26 per square foot.

Insurance Charge (See Section 15.02): From and after the Possession Date, Tenant shall pay an Insurance Charge of twenty-three cents ($0.23) per square foot per year, increased as set forth in Section 4.12.

Promotion Fund Charges (See Article XIII): None

Miscellaneous:

Construction Allowance (See Section 2.04): **$84,000.00**

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:

BRIXMOR SPE 4 LLC
c/o Brixmor Property Group
450 Lexington Ave, 13th Floor
New York, NY 10170
Attn: Tenant Allowance Coordinator
Email: tacoordinator@brixmor.com

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Phone: (212)- 869-3000 Facsimile: (212)-869-3801

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, Boiler/Air Conditioning and, if applicable, Liquor Liability
Additional Insureds:	Tenant's insurance and insurance certificates shall name Landlord, and as Landlord directs, its ground lessors, lenders, affiliates and managers, as additional insureds on a primary basis under all policies providing the coverages required of Tenant in the Lease
Broker (See Section 22.07):	**CBRE / THE BOULOS COMPANY** 1 Canal Plaza Portland, Maine 04101
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) The Demised Premises is located in the Shopping Center which is comprised of the land and buildings that are owned by or leased to Landlord.

(b) 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.

(c) It is expressly agreed that nothing contained in the 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, (iv) the land upon which the Demised Premises is located or (v) any mineral rights.

Section 2.02. Condition 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"). Except for Landlord's Work, there is no work of any sort to be performed by Landlord and no representation or warranty by Landlord as to the fitness of the Demised Premises, or any equipment servicing the Demised Premises, or as to any use permitted herein. 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 the 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 the 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 the Lease in accordance with the terms and provisions hereof, Tenant shall quit and surrender the Demised Premises in "broom clean" condition and

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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 the 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 Tenant shall, prior to the Expiration Date or earlier termination of the 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. At Landlord's election, Tenant shall remove in accordance with law all underground storage tanks and related lines and equipment from the Demised Premises at the Expiration Date or upon the earlier termination of the Lease and Tenant shall remove and remediate all hazardous materials present at the Demised Premises. If any removal or remediation activities need to occur subsequent to the Expiration Date or the earlier termination of the 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.

Section 2.04. Construction Allowance.

As an inducement to the execution and delivery of the 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 forty-five (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 I 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) A Tenant Affidavit in the form attached hereto as Schedule 1 to Exhibit I certifying that all of the conditions contained herein are satisfied.
(ii) The Tenant Contractor Affidavit in the form attached hereto as Schedule 2 to Exhibit I.
(iii) The Tenant Contractor Final Waiver and Release of Lien in the form attached hereto as Schedule 3 to Exhibit I.
(iv) The Tenant Subcontractor / Supplier Final Waiver and Release of Lien (to be submitted for each and every subcontractor with aggregate requisitions in excess of $5,000) in the form attached hereto as Schedule 4 to Exhibit I.
(v) Certificate of Occupancy.
(vi) Any necessary approvals for Tenant's lawful operation for its Permitted Use (e.g. liquor license, health certificate, etc.).
(vii) 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").
(viii) The Tenant's Form W-9.

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(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 the Lease prior to the scheduled expiration date on account of a default by Tenant under the terms hereof or if the 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 Lease Term using a four percent (4%) 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 the 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 the 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 the 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. If the Commencement Date has not occurred within two (2) years after the date of execution of the Lease, then the Lease may be terminated by either party hereto at any time thereafter prior to the occurrence of the Commencement Date by written notice given to the other and thereafter neither party hereto shall be obligated or liable to the other under the Lease.

Section 3.02. Commencement of Lease Term.

(a) The Lease Term, and Tenant's obligation to pay Minimum Annual Rent and all other components of "Rent" (as defined in Section 4.09) that have not yet begun shall commence on the Commencement Date and shall 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 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 the Lease.

(c) Except as set forth in Sections 2.02 and 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 the 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 the 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 the Lease and Tenant shall be deemed a holdover tenant on the following terms and conditions: Tenant's use and occupancy of the Demised Premises

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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 the Lease calculated on a per diem basis; Tenant shall be fully obligated to perform all of the terms and conditions contained in the Lease except as expressly modified by this paragraph; Landlord shall not be obligated or liable to Tenant for any failure to perform under the Lease; and Tenant shall not be deemed a "month-to-month" tenant. By continuing to use and occupy the Demised Premises after the Expiration Date, Tenant agrees that such use and occupancy is subject to and pursuant to all of the terms, covenants and conditions set forth in the Lease excepting only as specifically modified by this paragraph. Tenant's failure to pay for its use and occupancy at the rate set forth above shall be a default under the 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 the Lease, Tenant shall vacate and surrender the Demised Premises to Landlord within three (3) days after written notice to Tenant. Tenant shall indemnify and hold Landlord harmless from and against any loss or liability Landlord incurs resulting from Tenant's delay in surrendering the Demised Premises on the Lease Expiration Date. The provisions of this Section 3.03 shall survive the expiration of the Lease Term or the earlier termination of the 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 default under the 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 the Lease as provided above, or is in default under the 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.

ARTICLE IV: RENT

Section 4.01. Minimum Annual Rent.

(a) 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.

(b) A rent deposit (the "Rent Deposit") in the amount set forth in Section 1.01 is due and payable upon the execution of the Lease. The Rent Deposit will be credited to the first full calendar month's installment of Rent coming due under the Lease.

(c) Intentionally Deleted

(d) Tenant hereby authorizes Landlord, its agents or assigns, to elect to debit Tenant's Bank Account (as defined in Article I) on the first day of each and every month during the Lease Term, as such may be extended or renewed, in an amount equal to the monthly installment of Minimum Annual Rent plus the monthly installment of Additional Rent which are due and payable to Landlord on the first day of that month in accordance with the terms and provisions of the Lease (such amount in the aggregate herein referred to as the "Monthly Debit Amount"). Tenant shall ensure there are sufficient funds in Tenant's Bank Account so as to enable Landlord to debit Tenant's Bank Account for the Monthly Debit Amount, and the failure of which shall constitute a default for the failure to pay Rent as and when due under the terms of the Lease in which event Landlord shall have any and all remedies available to it under the Lease. Simultaneously with Tenant's execution of the Lease, Tenant shall execute and deliver to Landlord the "Electronic Funds Transfer Authorization Form" attached hereto and made a part hereof as Exhibit G. Landlord agrees to provide Tenant with at least thirty (30) days prior written notice of its election to debit Tenant's Bank Account as set forth above. Tenant agrees to provide Landlord with a confirmation of the Tenant's then current Tenant's Bank Account within twenty (20) days after Landlord's written request therefor.

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Section 4.02. Percentage Rent. Intentionally Deleted.

Section 4.03. Definition of Gross Sales.

The phrase "Gross Sales" shall mean the dollar aggregate of: (a) the price of all goods, wares and merchandise sold, leased or rented, and the charges for all services performed, by Tenant or otherwise, from all business conducted on, in, at or from the Demised Premises, whether made for cash, by check, on credit or otherwise, without reserve or deduction for inability or failure to collect for the same, including, but not limited to, such sales, leases, rentals and services (i) where the orders therefor originate at and are accepted by Tenant in the Demised Premises, but delivery or performance thereof is made from or at any other place or where the orders therefor originate at any place other than the Demised Premises but are filled from the inventory located at the Demised Premises; (ii) pursuant to mail, telegraph, telephone, computer, internet or other electronic means, or other similar orders received, billed or shipped at or from the Demised Premises; (iii) by means of mechanical or other vending devices; (iv) as a result of transactions originating from whatever source, and which Tenant in the normal and customary course of its operations would credit or attribute to its business at the Demised Premises; (b) all monies or other things of value received by Tenant from its operations at the Demised Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition; and (c) all sales by any subtenant, licensee or concessionaire of Tenant. Gross Sales shall not include: (a) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business, provided separate and detailed records of purchases and sales from all such premises are maintained by Tenant and made available to Landlord for audit; (b) returns to shippers or manufacturers; and (c) sales of fixtures after use thereof, sold other than in the ordinary course of business. In addition, Tenant may deduct from Gross Sales: (a) cash or credit refunds made upon transactions previously included within Gross Sales; and (b) the amount of any City, County, State or Federal sales, luxury or excise tax, which is added to the selling price of sales included in Gross Sales or absorbed therein, and also paid to the taxing authority directly by Tenant; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits or gross sales as such, shall be deducted from Gross Sales in any event whatsoever. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment thereof. Collections made at the premises for sales originating at premises other than the Demised Premises shall be included within Gross Sales.

Section 4.04. Payment of Percentage Rent. Intentionally Deleted.

Section 4.05. Tenant's Records. Intentionally Deleted.

Section 4.06. Tenant's Reports.

Tenant shall submit to Landlord, on or before the thirtieth (30th) day following the end of each Lease Year, to Landlord's Address for Notices (as set forth in Article I) or such other address as directed by Landlord in writing to Tenant, a written statement of the amount of Gross Sales during the preceding Lease Year, which statement shall be duly certified to Tenant and Landlord by an independent certified public accountant of recognized standing. The statements referred to herein shall be in such form and style and contain such details and breakdown as Landlord may reasonably require.

Section 4.07. Audit. Intentionally Deleted.

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 three (3) 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 the Lease, such shall be a default under the 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. Unless otherwise provided elsewhere in the Lease, Additional Rent shall be due and payable upon the earlier of ten (10) days after demand is made therefor or together with the next succeeding installment of Minimum Annual

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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, 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. The provisions of this paragraph shall supersede any inconsistent provisions of the Lease to the contrary and shall survive the expiration or earlier termination of the 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 the 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 the 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 the 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 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. Tenant's failure to note such identifying number within the twelve (12) months following a written notice from Landlord to Tenant of such failure shall give Landlord the right to deem such payments without identifying numbers as late payments by Tenant subject to all charges for late payments under Section 4.10 below.

(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.

(g) This Lease shall be deemed and construed to be a "triple-net lease" and, accordingly, Landlord shall receive the Rent free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever, except as otherwise specifically set forth in this Lease. Landlord shall not be required by any provision of this Lease to render any service or make any payment of any kind to Tenant or any other person whatsoever, except as otherwise specifically provided in this Lease. Any payment made by Tenant to Landlord on account of Rent may be credited by Landlord to the payment of any Rent then past due before being credited to Rent currently falling due, or vice versa, at Landlord's election.

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 other reason, Tenant shall pay to Landlord an administrative charge of One Hundred Fifty Dollars ($150.00) 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) All 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.

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 priced competitively.

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Section 4.12. Annual Increases.

The Insurance Charge and the Promotion Fund Charges, if any, shall be subject to increases periodically throughout the term as determined by Landlord. Landlord may adjust the Insurance Charge annually to equal the amount determined by multiplying the Shopping Center's insurance costs by the Operating Cost Percentage or may increase the Insurance Charge in the same proportion that the cost of Landlord's blanket insurance for such year increased or may increase the Insurance Charge by five percent (5%). Annual increases made pursuant to this Section 4.12 may not be duplicative of any increase applied as permitted elsewhere in the Lease.

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 laws, statutes, ordinances, codes, orders, 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; any mortgages, ground leases or other agreements or restrictions of record; and all applicable governmental rules and regulations.

(d) Tenant shall reimburse Landlord for its costs and expenses incurred as a result of any request from Tenant to change, alter or amend its Trade Name and/or Tenant's storefront signage.

Section 5.02. Intentionally Deleted.

Section 5.03. General Prohibited Uses.

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 the 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. 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.

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

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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 as shall be reasonably designed to produce the maximum volume of Gross Sales. 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, 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 untenantable 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 fully 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 designated by Landlord to the extent required herein then, in any such event, Landlord shall have in addition to all remedies herein provided, the right to terminate the Lease and/or to collect not only the Minimum Annual Rent and Additional Rent, but also to collect twice the Minimum Annual Rent, as liquidated damages and not as a penalty, calculated on a per diem basis, for each and every day or part thereof that Tenant shall fail to do business in strict compliance with the provisions of the Lease. The parties acknowledge the impossibility of calculating the actual damages resulting from Tenant's failure to operate over the remainder of the Term as required herein. Accordingly the parties agree that the liquidated damages above are a reasonable estimate of said damages.

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.

Section 5.08. Quiet Enjoyment.

Tenant, upon paying the rents and performing all of the terms of the Lease on its part to be performed, shall peaceably and quietly enjoy the Demised Premises without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord subject, nevertheless, to the terms of the Lease and to any mortgage, ground lease or agreements to which the Lease is subordinated.

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 known or suspected hazardous, dangerous or toxic substance or waste. Tenant shall not 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.

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(b) Tenant shall immediately notify Landlord in writing of environmental concerns, liabilities or conditions of which Tenant is, or becomes, aware or which are raised by any private party or government agency with regard to Tenant's business or the Demised Premises. Tenant shall notify Landlord immediately of any petroleum or other hazardous substances released at or suspected to emanate from the Demised Premises, whether it is released by Tenant or otherwise and shall immediately upon knowledge of a known or suspected release of any petroleum or other hazardous substances investigate and fully remediate all such substances in compliance with law.

(c) Without limiting the foregoing, but as additional covenants thereto, Tenant specifically agrees that, except as specifically permitted elsewhere in the Lease, (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; (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 immediately advise Landlord of same and Tenant shall be solely responsible for the cost of such compliance. Tenant shall defend, indemnify and hold Landlord harmless against any claims, actions, fines, penalties, liability, loss, cost or expense, including consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (x) the presence of petroleum or hazardous materials at, under or about the Demised Premises, (y) any failure by Tenant to comply with the terms hereof or with any environmental law, rule or regulation now or hereafter in effect (z) 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. For the purposes of this paragraph, the term Tenant shall be deemed to include Tenant, Tenant's agents, servants, employees and invitees.

(d) Tenant expressly acknowledges its understanding and agreement that, during the Lease Term or at or after the Expiration Date (or earlier termination of the Lease), certain notices, filings (and, possibly, sampling plans, remediation plans and remediation work) 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 costs and expenses related to the same. 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. In the event that Tenant uses any underground storage tanks, Tenant shall remove the underground storage tanks and sample the ground around and under the tanks prior to the expiration or termination of the Lease. Tenant shall provide Landlord with at least thirty (30) days' prior written notice of the removal of the underground storage tanks and the sampling around and under the tanks.

(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.

(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 the Lease.

(g) If there are any storage tanks located at the Demised Premises as of the Possession date, whether underground or above ground, Tenant acknowledges it has inspected the condition of the Demised Premises and the tanks and other equipment thereon and acknowledges that it has received then in good order and repair. If there are any storage tanks located at the Demised Premises at any time during the Term, Tenant shall take all actions necessary to cause the tanks at the Demised Premises to be registered with applicable governmental agencies and to be eligible for reimbursement for remedial costs from any state reimbursement funds or programs and shall comply with all state financial assurance requirements. Tenant shall obtain and maintain the Pollution Liability Insurance set forth in Article I in a form and with terms acceptable to Landlord. Tenant shall perform annual (or more often if required by law) storage tank and system tightness testing and shall provide the results of all such tests to Landlord within ten days of performing such tests. Tenant shall take all actions necessary to cause the tanks and related lines and equipment located at the Demised Premises to be tight.

(h) Tenant agrees to comply fully with all federal, state, and municipal laws, rules, regulations, ordinances, use permits, and all conditions and restrictions with regard to the use and

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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 petroleum based products or any other hazardous materials, the disposal of waste materials, and Tenant's other activities on the Demised Premises, including those governing recovery of vapors.

(i) The obligations contained in this Section 5.09 shall survive the expiration or earlier termination of the Lease. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Demised Premises or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Demised Premises and any activities thereon, which conditions exist or existed prior to or on the Possession Date or which may occur thereafter as the result of the act or omission of Landlord, its agents, contractors or employees. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

(j) Landlord is aware that because of the nature of Tenant's business as a battery and light bulb store, products which are stocked may contain materials that could be classified as hazardous materials and does not object to their presence in the Demised Premises, provided Tenant follows all guidelines relating to the proper storage and disposal of batteries to meet the local, state and federal requirements.

ARTICLE VI: TENANT'S CONSTRUCTION AND MAINTENANCE

Section 6.01. Tenant's Plans and Specifications.

(a) Tenant shall, within fifteen (15) days after the execution of the Lease, 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 the 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. In the event that said plans and specifications are, in the sole judgment of Landlord, incomplete, inadequate or inconsistent with the Lease, Landlord may elect to have said plans and specifications revised, corrected and/or completed first by Tenant's architects and engineers, and then if not satisfactory, 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 the 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, 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, fully equip the Demised Premises with all trade equipment, furniture, operating equipment, furnishings, fixtures and exterior signs and any other equipment 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 practical and shall diligently prosecute such work to its completion as soon as is practical after its commencement. All fixtures installed by Tenant shall be new or completely reconditioned. 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.

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(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 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, 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.

(c) Tenant may not perform any major repairs, renovations, remodeling or alterations to the Demised Premises without having first received Landlord's written consent thereto. 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 the Lease.

(d) Tenant shall apply for all Permits and licenses necessary (i) for the performance of Tenant's Work within seven (7) days after the later of (x) the date Landlord approves Tenant's plans and specifications and (y) the Possession Date and (ii) those for the use and occupancy of the Demised Premises for the Permitted Uses including, without limitation, a certificate of occupancy if necessary, within seven (7) days after the Commencement Date.

(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 Landlord may condition, delay or withhold in its sole discretion. If Tenant fails to comply with the foregoing, without limiting any other rights and remedies Landlord may have at law or equity or under the 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 6.03. 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. 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. Tenant's signage shall be similar to the attached Exhibit D-1, and such signage shall remain subject to Landlord's final approval and in compliance with applicable laws and ordinances.

(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, the applicable Minimum Annual Rent set forth in the Lease shall be increased by the sum of Two Dollars ($2.00) per square foot per annum, effective from the date of completion of the renovations and/or remodeling through the expiration of the Lease Term (including any option period, if applicable). 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.

(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 6.04. Laws, Waste or Nuisance.

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From and after the date Landlord makes the Demised Premises available to Tenant, 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, Landlord'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.

Section 6.05. Mechanic's Lien.

Tenant shall promptly pay all contractors and materialmen, 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 ten (10) 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. Notwithstanding the foregoing, in any case when more than Three Thousand and 00/100 Dollars ($3,000.00) of work is to be performed by or for Tenant, Tenant shall, unless Landlord consents otherwise in writing, file an effective waiver of liens which will, under applicable law, preclude the possibility of an effective mechanic's lien. 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 twenty percent (20%), 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 the 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. Repairs.

Landlord shall not be required to make any repairs or improvements of any kind upon the Demised Premises except for necessary exterior or structural repairs, provided that if such necessary exterior or structural repairs 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. 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. 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

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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 plus a supervision fee of twenty percent (20%) as 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 or perform any act required by the Lease 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 or perform such acts at the expense of Tenant, the cost thereof to be charged to Tenant as Additional Rent.

Section 7.02. Access to Demised Premises.

(a) Landlord shall have the right to place, maintain and repair 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 and 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 so long as same are installed below the finished floor, within or along a wall or column, or above or along the finished ceiling. Landlord shall also have the right to enter the Demised Premises at all reasonable times and upon reasonable notice to Tenant, to inspect or to exhibit the same to prospective purchasers, mortgagees, ground lessors and tenants, and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon 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 without rendering Landlord liable therefor and without in any manner affecting the obligations of Tenant under the 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 the 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.

(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, upon reasonable notice to Tenant, 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.

ARTICLE VIII: REAL ESTATE TAXES

Section 8.01. Real Estate Taxes.

Tenant shall pay, as Additional Rent, "Real Estate Taxes" 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 an administrative fee in an amount equal to ten percent (10%) of the total of said Real Estate Taxes. 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

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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 Possession Date and throughout the Lease Term, Tenant shall pay to Landlord a sum equal to the Real Estate Tax 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) Within a reasonable period of time after Landlord is notified of the Real Estate Taxes due for a particular tax year as designated by the appropriate taxing authorities, Landlord shall furnish to Tenant a statement showing (i) the Real Estate Taxes for such tax year from such authority; (ii) Tenant's share of same, i.e. the Real Estate Tax Percentage multiplied by said Real Estate Taxes; and (iii) the credit or balance due, as the case may be, after applying sums already paid against the Real Estate Tax Percentage as reflected on said statement. Any balance due to Landlord 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), in either case after first deducting therefrom any due and outstanding Rent then owed to Landlord. It is thus the intention of the parties that the Minimum Annual Rent reserved herein shall be paid to Landlord net of all Real Estate Taxes and that the Lease shall in all respects be a "triple-net" lease.

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

(f) 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 Possession Date occurs, which share shall be based upon the length of time that the 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.

(g) Tenant's obligations to pay any and all Additional Rent under the Lease shall continue and shall cover all periods through the Expiration Date. Tenant's obligation to pay any and all Additional Rent under the 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 the Lease.

(h) 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 costs of contesting any taxes and all of the 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.

(i) Prior to calculating Real Estate Taxes, Landlord shall have the right to exclude from the Shopping Center, and the denominator used to calculate Tenant's share, the square footage of any portions thereof that are: (i) separately assessed and 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. Landlord may also exclude the square footage of any non-retail office space located within the Shopping Center.

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 the 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.

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(b) If at any time from and after the date of the Lease any assessments of 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.

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 the 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 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, non-retail office space, 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 Operating Costs.

From and after the Possession Date, Tenant shall pay, as Additional Rent, an amount equal to Tenant's "Operating Cost Percentage", as set forth in Section 1.01, of the "Shopping Center's Operating Costs", defined as follows:

(a) "Shopping Center Operating Costs" shall mean and include all costs and expenses of every kind and nature as may be paid or incurred in operating, policing, protecting, insuring, managing, equipping, landscaping, lighting, repairing, renovating, modifying, replacing and maintaining the Common Facilities (whether located on or off the Shopping Center) including, without limitation, the cost and expense of providing or causing any or all of the following to be provided:

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(i) operating, maintaining, repairing, replacing, renovating, modifying, lighting, cleaning, sweeping, painting and resurfacing of the Common Facilities including, without limitation: parking lots, curbs, roofs, gutters, sidewalks, paving, vehicle area lighting facilities, lighting and sound facilities, storm and sanitary drainage systems and other utility conduit systems, ducts and similar items, security, fire protection systems, sprinkler systems, security alarm systems, building fire and security monitoring systems, Shopping Center signs (whether on or off the Shopping Center), retaining walls, fences, canopies, steps, escalators and ramps, exclusive of casualty loss replacement covered by insurance;

(ii) a reserve for resurfacing and/or replacing the parking lot, curbs, roofs, gutters and sidewalks;

(iii) gardening, landscaping and maintenance of grass, trees and shrubbery;

(iv) personal property taxes on equipment and systems in, pertaining to, or used in maintaining or operating the Common Facilities;

(v) utility charges and other costs of lighting the Common Facilities, the vehicle areas, Shopping Center signs and other similar facilities;

(vi) removal of snow and ice;

(vii) collection and removal of trash from all Common Facilities;

(viii) equipment, machinery and supplies used in the operation and/or maintenance of the Common Facilities (including cleaning and snow removal equipment) and of Shopping Center signs, fixtures, furnishings (including the cost of inspection and depreciation thereof, unless the original cost was included in Shopping Center Operating Costs);

(ix) power and fuel for operating the Common Facilities' equipment and systems, and for operating vehicles and equipment used for cleaning, maintenance or snow removal;

(x) salaries of personnel directly engaged in operating, cleaning and maintaining the Common Facilities and/or the Shopping Center (including security personnel and parking attendants) and all related payroll charges, benefits and taxes;

(xi) any management fees paid for the management of the Shopping Center, not in excess of amounts paid for other comparable centers in the area in which the Shopping Center is located; and

(xii) an administrative fee in an amount equal to ten percent (10%) of the total of said Shopping Center Operating Costs.

(b) From and after the Possession Date, Tenant shall pay to Landlord, without any deduction or setoff whatsoever, an estimate of its share of the Shopping Center Operating Costs, 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 Shopping Center Operating Costs. During the Term, Tenant's pro rata share shall not be less than the estimate of Tenant's pro rata share set forth in Section 1.01, if any.

(c) Within a reasonable time after the end of each fiscal year, Landlord shall provide Tenant with a statement of the prior year's Shopping Center Operating Costs which shall include a statement of the total deposits Tenant made toward such year's Shopping Center Operating Costs and the total share of the actual Shopping Center Operating Costs. There shall be an appropriate adjustment made between Landlord and Tenant based thereon. If such adjustment shows a balance due to Landlord, such balance shall be payable by Tenant within ten (10) days after delivery of the statement of the adjustment; if such adjustment shows a balance due to Tenant, then Tenant shall have a credit against the next payments of Minimum Annual Rent due Landlord in the amount of the balance due (or such shall be paid within thirty [30] days after its determination if after the expiration or termination of the Lease), in either case after first deducting therefrom any due and outstanding Rent then owed to Landlord. The foregoing shall survive the Expiration Date or earlier termination of the Lease.

(d) Landlord may, in its sole discretion, deduct from the denominator used to determine the above percentages the size of any premises equal to or larger than twelve thousand (12,000) square feet provided that the contributions made to Landlord by the user of such excluded premises are deducted from the Shopping Center Operating Costs or Real Estate Taxes, as appropriate, prior to the calculation of Tenant's share thereof. Landlord may also exclude the size of any non-retail office space located within the Shopping Center provided that Landlord does not include any costs of operating, managing, repairing, renovating, modifying, replacing and maintaining such excluded non-retail office space in Shopping Center Operating Costs. Further, the gross leasable area of the buildings owned, leased or occupied by parties that self-maintain all or a portion of the Common Areas shall be excluded from the denominator with respect to the particular self-maintained component of Shopping Center Operating Costs.

(e) Notwithstanding anything herein or elsewhere in this Article IX to the contrary, after the first Lease Year, when the initial cost of the Shopping Center Operating Costs are being ascertained,

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and then throughout the remaining Lease Term, Tenant's contribution to Shopping Center Operating Costs shall not increase by more than Four Percent (4%) annually over the sum due and payable by Tenant for the preceding Lease Year for Shopping Center Operating Costs on a cumulative basis, excluding any insurance costs maintained by Landlord, snow and ice removal, cleaning of gutters and downspouts and Common Facilities utilities.

Section 9.03. License.

Notwithstanding anything to the contrary herein contained, the non-exclusive portions of the Common Facilities including, without limitation, ingress and egress lanes, parking areas, pedestrian walkways and landscaped areas, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished or their locations changed, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such revocation or diminution of such areas be deemed a constructive or actual eviction.

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, without any claim for damages or indemnification against Landlord or diminution or abatement of Rent.

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. 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 included in Shopping Center Operating Costs pursuant to Section 9.02.

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, including without limitation any charges incurred by Landlord for meter readings. 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 directly to the supplier or as Additional Rent if supplied by Landlord at the then applicable rates charged by local suppliers to similar users. 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. 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 the 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.

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(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, 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 the Lease.

ARTICLE XI: ASSIGNMENT; SUBLEASE

Section 11.01. Assignment or Subletting.

(a) Notwithstanding any references to assignees, subtenants, concessionaires or other similar entities in the Lease, Tenant shall not (i) assign or otherwise transfer, mortgage or encumber the 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 the Lease, or any of Tenant's rights hereunder, by operation of law or otherwise. Any such attempted or purported transfer, assignment, mortgaging or encumbering of the 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, whether voluntary or involuntary, or by operation of law or otherwise, in addition to being a default under the 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 the Lease without relieving Tenant of any of its obligations hereunder for the balance of the stated Lease Term. Nothing contained elsewhere in the Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operation arrangements or the like, except pursuant to the provisions of this Article XI.

(b) If Tenant is a corporation, then the sale, issuance or transfer of any voting capital stock of Tenant or of any corporate entity which directly or indirectly controls Tenant (unless Tenant is a corporation whose stock is traded on the New York Stock Exchange, the American Stock Exchange, NASDAQ or any other nationally recognized exchange) which shall result in a change in the voting control of Tenant or the corporate entity which controls Tenant shall be deemed to be a prohibited assignment of the Lease within the meaning of this Article XI. If Tenant is a partnership, a limited liability company or an unincorporated association, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership, limited liability company or unincorporated association or corporation which directly or indirectly controls Tenant, or the transfer of any portion or all of any general partnership, managing partnership or managing member interest, shall be deemed to be a prohibited assignment of the Lease within the meaning of this Article XI.

(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 the 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 the Lease. If the 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 the 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 the Lease, or release Tenant from the performance of the covenants required of it as set forth in the 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 the Lease or Tenant 's rights hereunder, Tenant shall request in writing Landlord's consent thereto at least ninety (90) days before the

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proposed effective date thereof, providing 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. Tenant shall pay an administrative fee equal to the greater of (i) five percent (5%) 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 the 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 the Lease by giving Tenant notice of Landlord's desire so to do, in which event the 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 the 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 the 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 the Lease and for all obligations accrued or accruing under the Lease. Tenant shall not be released by, or as a result of, any subsequent assignment or transfer of the Lease and Tenant agrees that no amendment, modification, extension or renewal of the Lease shall release the Tenant from its obligations under the 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 the Lease as if it were the original tenant under the 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) Notwithstanding anything to the contrary contained in this Section 11.01 or elsewhere in this Lease, Landlord agrees that its consent to a proposed assignment of the Lease or sublease of all or substantially all of the Demised Premises shall be deemed granted to any assignment of this Lease or sublease to (i) Franchisor, or (ii) an approved and fully qualified franchisee of Franchisor (each an "Approved Franchisee"), provided that Tenant and any Guarantor remains fully liable under the Lease and the Guaranty for the duration of the Lease Term, any Option Term, and any renewal or extension thereof.

The foregoing is further conditioned on the satisfaction of all of the following conditions:

(i) The Demised Premises shall be used by the assignee or sublessee solely for the Permitted Use pursuant to this Lease;
(ii) Tenant is not in default under this Lease after notice and expiration of any applicable cure period;

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(iii) Landlord must be furnished with an executed counterpart of the assignment at least ten (10) days following its effective date which shall provide for the assignment of Tenant's entire interest in this Lease, together with any prepaid rent and security deposit hereunder, and the acceptance by the assignee of said assignment and its assumption of the Lease and agreement to perform directly for the benefit of Landlord all of the terms and provisions of this Lease on Tenant's part to be performed;

(iv) The proposed assignee, if a franchisee of Franchisor, has a credit score of at least seven hundred (700) and a has a minimum net worth equal to Tenant at the Date of Lease; and

(v) The proposed assignee shall be experienced in the business permitted under this Lease and shall have managerial and operational skills comparable to those of the then Tenant.

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 the 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. In the event Landlord elects to relocate Tenant pursuant to (i) hereinabove, Landlord shall be responsible for all costs of such relocation, excluding however the costs to replace Tenant's letterhead, business stationery, print or electronic directories to reflect the change in store location, advertising and other such incidental items. Notwithstanding anything contained herein, Landlord shall not relocate Tenant more than once during the Lease Term.

ARTICLE XIII: PROMOTION FUND

Section 13.01. 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. If the holder of an outstanding mortgage on the Shopping Center has given Tenant written notice of its interest in the Lease, then Tenant shall not have any remedies against either Landlord or said holder of a mortgage unless and until said holder has received written notice from Tenant of a default and a reasonable time to cure the default has passed.

(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.

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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 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, 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). This indemnity obligation shall not be limited by the provisions of any Workers' Compensation Act or other similar statute. Tenant's indemnification obligations shall not be limited by the provisions of any Workers' Compensation Act or similar statute.

(a) Landlord agrees to and does hereby indemnify Tenant and save Tenant harmless from and against and any all claims, actions, damages, liability and expense, including attorney's and other professional fees, in connection with any non-related third-party's loss of life, personal injury and or damage to their property arising from or out of any occurrence in or upon the Common Areas, except such that may be caused by the negligent or intentionally harmful acts or omissions of Tenant or its agents, contractors or employees and except such damages that are covered under the insurance Tenant is required to provide and/or is subject to the waiver of subrogation.

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. Landlord 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. If Tenant provides the insurance required herein under a policy covering multiple locations, Tenant's insurance covering the Demised Premises shall include a General Aggregate Per Location Endorsement in the minimum required amount of coverage set forth herein.

(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. If Tenant requests Landlord's consent either to self-insure or to maintain deductibles greater than permitted above, such request must be accompanied by certified statements of Tenant's tangible net worth (exclusive of goodwill) for the then current period and for the Tenant's prior two (2) fiscal years. If such tangible net worth is in excess of Two Hundred and Fifty Million Dollars ($250,000,000), then Landlord's consent shall not be unreasonably withheld or delayed. 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. If Tenant requests Landlord's consent either to self-insure or to maintain deductibles greater than permitted above, such request must be accompanied by certified statements of Tenant's tangible net worth (exclusive of goodwill) for the then current period and for the Tenant's prior two (2) fiscal years. If such tangible net worth is in excess of Fifty Million Dollars ($50,000,000), then Landlord's consent shall not be unreasonably withheld or delayed.

(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. Notwithstanding anything contained herein, the Shopping Center is currently not located in a high hazard flood or earthquake zone.

(b) From and after the Possession Date, Tenant shall also pay the Insurance Charge to Landlord, as Additional Rent. The Insurance Charge is based on Landlord's cost of procuring and maintaining: (i) commercial general liability insurance, including contractual liability coverage, covering

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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) "Special Form" property insurance covering the Shopping Center and its improvements of, by, owned or controlled by Landlord against 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 which shall include typical wall painting, floor covering, ceiling lights and tiles and one interior partition wall 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 may in its discretion include the costs of Landlord's insurance in Shopping Center Operating Costs provided that Landlord may not charge Tenant under this Section if it so elects to include the charge in Shopping Center Operating Costs.

(d) Landlord makes no representation or warranty to Tenant that the amount of insurance to be carried by Tenant under the terms of the 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 and all liability, if any, with respect thereto.

(e) 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 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) equipment breakdown 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 "Special Form" insurance coverage 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.

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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 THE 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, 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 THE 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 THE 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 OF THE LEASE. IF THE LEASE IS EXECUTED ON LANDLORD'S BEHALF BY A MANAGER, A MANAGING MEMBER OR A MANAGING AGENT, SUCH PARTY'S EXECUTION HEREOF IS FOR THE SOLE PURPOSE OF EVIDENCING LANDLORD'S AGREEMENT TO BE BOUND BY AND TO ALL OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN. NO SUCH MANAGER, MANAGING MEMBER OR MANAGING AGENT SHALL BE LIABLE OR OBLIGATED TO TENANT UNDER THE LEASE.

Section 16.02. Tenant's 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 property damage claims. 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. 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 lost sales or profits or any indirect, speculative, punitive or consequential damages.

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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 the 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 the Lease not to be unreasonably withheld, such consent or approval may be withheld or delayed by Landlord in its sole and arbitrary discretion. If in the Lease it is provided that Landlord's consent or approval as to any matter will not be unreasonably withheld, and it is established by a Court or other body having final jurisdiction that Landlord has been unreasonable, the sole effect of such finding shall be that Landlord shall be deemed to have consented to or approved the matter for which its consent or approval was requested. Landlord shall not be liable to Tenant in any respect for money or money damages by reason of withholding or delaying its consent or approval.

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 Tenant shall be construed to be both a covenant and a condition and, if there shall be more than one Tenant, 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 the Lease arising or accruing after such conveyance 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 the Lease or (iii) any credits, claims, setoffs or defenses against the Rent due and payable hereunder.

Section 16.06. Landlord Affiliates and Related Entities.

Notwithstanding any reference in this agreement to an affiliate or related entity of Landlord or other similar term, during such time as Brixmor Property Group Inc. is the owner of the direct or indirect ownership interest of Landlord, all references to an affiliate or related entity of Landlord or other similar term shall only mean a company in which Brixmor Property Group Inc. owns an interest.

ARTICLE XVII: DAMAGE CLAUSE

Section 17.01. Destruction.

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 the same to the condition set forth in Exhibit B and the Minimum Annual Rent shall be abated proportionately as to that portion of the Demised Premises rendered untenantable. 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 also be reduced by the same proportion. 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 untenantable, (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 to the condition set forth in Exhibit B (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

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the Lease by notice of cancellation given within one hundred eighty (180) days after such event and thereupon the Lease shall expire, and Tenant shall vacate and surrender the Demised Premises to Landlord. Tenant's liability for Rent upon the termination of the 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 date that Landlord completes Landlord's obligations to restore the Demised Premises. 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 the Lease is terminated by Landlord, Tenant shall repair and refixture the interior of the Demised Premises (which for purposes hereof shall include Tenant's obligation to repair or replace the items set forth in Section 15.03 whether or not such items are part of 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.

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.

(b) If any part of the Demised Premises or of the Shopping Center 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 the Shopping Center unsuitable for the business of Tenant as determined by Landlord, then 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. 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 set forth in Exhibit B less the portion lost in the taking, and the 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. Intentionally Deleted

ARTICLE XX: PRIORITY OF LEASE

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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. The 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. 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, the 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 the 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 the 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. Tenant hereby appoints Landlord, master landlord, trustee or mortgagee as Tenant's irrevocable attorney-in-fact to execute any documents required to carry out the intent of this Section on behalf of Tenant. Notwithstanding anything contained in the Lease to the contrary, if the holder of any mortgage or deed of trust elects to have the Lease superior to its mortgage or deed of trust, then, upon Tenant being notified to that effect by such encumbrance holder, the Lease shall be deemed prior to the lien of said mortgage or deed of trust, whether the 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, execute and deliver to Landlord a written declaration in form satisfactory to Landlord and substantially similar to Exhibit E, attached hereto: (a) ratifying the Lease; (b) expressing the Commencement Date and Expiration Date hereof; and (c) certifying (i) that the 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 the Lease to be performed by Landlord have been satisfied; (iii) that there are no defenses or offsets against the enforcement of the 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, to execute for recording a short form memorandum of the Lease. Notwithstanding the foregoing, Tenant shall not record the Lease, or a memorandum thereof, without the prior written consent of Landlord. Any recording of the Lease shall be at the sole cost and expense of the party requesting recordation. If a short form memorandum of this Lease is recorded, then upon the expiration or sooner termination of this Lease, Tenant shall execute and deliver to Landlord, in recordable form, a release of such short form memorandum of this Lease, in recordable form and otherwise in form and substance sufficient to fully release and discharge this Lease and all of the terms and provisions hereof from the land records. Tenant hereby appoints Landlord as Tenant's irrevocable attorney-in-fact to execute any documents required to carry out the intent of this Section on behalf of Tenant. This provision shall survive the termination of the Lease.

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 the Lease within ten (10) days after its due date.

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(b) With respect to a non-monetary violation of the Lease, failure of Tenant to cure the same within the minimum time period within which Tenant is required by the terms of the Lease to cure the violation after Landlord has sent to Tenant notice of such violation (or if not such time period is specified, within thirty (30) 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 Lease Term 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, unavoidable casualty or other event beyond the control of Tenant, (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 one (1) day during any Lease Year, or for more than three (3) days in the aggregate during the Lease Term, when required by the 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, unavoidable casualty or other event beyond the control of Tenant, (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.

(g) In the Event of Default pursuant to this Article XXI, or as set forth elsewhere in this Lease, and prior to Landlord's exercise of any rights and remedies under this Lease, Landlord shall provide notice to Franchisor, concurrent with notice to Tenant, given at the address set forth in Section 1.01. Landlord agrees that Franchisor shall have the right, but not the obligation, to cure the first such Event of Default should Tenant fail to cure same, within ten (10) days of the expiration of Tenant's cure period, including the payment of all arrearages, if any. Landlord agrees that should Franchisor elect to cure an Event of Default (a) Tenant may remain in possession of the Demised Premises; or (b) Franchisor may take an assignment of this Lease pursuant to Section 11.01(h) of this Lease and subsequently assign this Lease to an Approved Franchisee pursuant to Section 11.01(h) of this Lease. Franchisor shall, contemporaneously with Franchisor's election to assume this Lease, cure any and all uncured defaults of Tenant under this Lease, and, if such default is of a non-monetary nature and cannot reasonable be cured contemporaneously with Franchisor's election to assume the Lease, Franchisor shall continuously and diligently pursue to cure such non-monetary default.

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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 the Lease or, without terminating the 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 necessary in order to relet the Demised Premises for a term, rental rate and conditions as Landlord, in its sole discretion, 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 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 the 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 the Lease. Should Landlord elect to terminate the 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 the 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 the 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 the Lease.

(d) Cure such default for the account of Tenant (without waiving any claim for breach of the 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 the 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 the 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 the Lease only if, in addition to such other conditions of the 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. Landlord 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,

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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. 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.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant is evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Demised Premises. No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Demised Premises after the termination of the Lease or after the giving of any notice of termination shall reinstate, continue or extend the Lease Term or affect any notice given to Tenant prior to the receipt of such money.

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 THE 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 DISPOSSESSION 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.

In the event that, at any time during the Lease Term, Tenant (or any affiliated or related person or entity of or to Tenant) shall be in default under another lease (the "Other Lease") with Landlord (or any affiliated or related entity of Landlord) or with Landlord's predecessor-in-interest, Landlord may, at Landlord's option, deem such default under the Other Lease as a default by Tenant under the Lease (and Tenant shall thereafter be in default under the Lease) and Landlord may, at Landlord's option, deem any default under the Lease as a default under the Other Lease. In either event, Landlord may exercise all rights and remedies pursuant to the Lease and at law or in equity which Landlord may have upon a default by Tenant under the Lease. Without limiting the foregoing, Landlord shall be permitted to add to amounts owing by Tenant to Landlord hereunder all amounts owing by the tenant to the landlord under the Other Lease.

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 the 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."

Section 21.09. No Waiver.

The rights and remedies given to Landlord in the Lease are distinct, separate and cumulative remedies, and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of the others. The waiver by Landlord 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 Landlord'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 the Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of the Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord. No waiver by Landlord in respect to other tenants shall be deemed to constitute a waiver in favor of Tenant.

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Section 21.10. Merger.

Tenant 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 Landlord from bringing subsequent actions or proceedings from time to time.

Section 21.11. Legal Fees.

If any legal fees are incurred by Landlord in enforcing the terms of the Lease then Tenant shall be liable for such reasonable costs. Same shall be due and payable upon presentation of a bill therefor.

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 the 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 the 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.

The submission by Landlord of the Lease shall not be construed as an offer to lease. Landlord shall be bound only upon the execution of the 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 the 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.

Section 22.03. Entire Agreement.

The 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 the 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 the Lease.

Section 22.04. Partial Invalidity.

If any provision of the Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of the 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 the 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.

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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 the 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 the 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.

Landlord 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 Landlord'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.

Section 22.09 Compliance with 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. Exclusive.

Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and so long as Tenant is open and operating and is engaged in a business in strict accordance with the Permitted Use, Landlord agrees, during such period that Tenant is so in compliance with the foregoing, that Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached hereto) to a tenant whose primary use shall be the sale or service of batteries, battery related accessories and light bulbs, including without limitation, UBreak, CPR, Phone Doctor, Quality 1 Repair, Everything Cell Phone Inc., Ifix, Chicago Gadgets, JCD Repair, Cellfone MD, Dr. Cell, Interstate Battery, Battery Giant, III Battery Specialist, and Service Battery Inc. (herein "Competing Tenant"). In the event Tenant violates its Permitted Use clause at any time during the Term (or options, if any), then the provisions of this Section shall immediately become null and void and of no further force or effect notwithstanding any subsequent compliance by Tenant with said Permitted Use clause.

In the event Landlord shall lease space to a Competing Tenant, the Tenant's sole and exclusive remedy shall be to reduce its payment of Minimum Annual Rent by fifty percent (50%) (hereinafter "Alternate Rent") which reduction shall commence upon the date which is sixty (60) days after Tenant provided Landlord with written notice of the Competing Tenant and which reduction shall end on the earliest to occur of: (i) date that Landlord cures the Competing Tenant violation, (ii) the date Tenant is in default under this Lease or ceases to open and operate at the Demised Premises or (iii) the date Tenant's primary use is no longer as defined above for a Competing Tenant. Tenant shall not have any other right or remedy including, without limitation, the right to commence any action for injunctive or other relief in the event of a breach hereof.

In the event Tenant exercises an Option Term while paying Alternate Rent, Tenant shall (x) immediately resume paying then current full Minimum Annual Rent effective as of the date Tenant exercises such Option Term, and (z) lose any right to terminate this Lease with respect to this provision.

Further, if Tenant has been paying Alternate Rent as provided above for twelve (12) consecutive months, then, Tenant shall have the one time right to terminate this Lease by giving written notice to such effect to Landlord, which notice must be given, if at all, within thirty (30) days after the last day of said twelve (12) month period and before the competing tenant violation shall cease and if Tenant does

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Further, if Tenant has been paying Alternate Rent as provided above for twelve (12) consecutive months, then, Tenant shall have the one time right to terminate this Lease by giving written notice to such effect to Landlord, which notice must be given, if at all, within thirty (30) days after the last day of said twelve (12) month period and before the competing tenant violation shall cease and if Tenant does not terminate this Lease Tenant shall recommence payment of full Minimum Annual Rent as set forth in Section 1.01, effective as of the first day after said twelve (12) month period.

Notwithstanding the above, Landlord shall not be in violation of this provision (i) if the Competing Tenant is operating in violation of the terms of its lease or operating agreement (a "Renegade Tenant"); or (ii) if another tenant is using their premises for the sale of items that are only ancillary or incidental to such tenant's primary use. With respect to a Renegade Tenant, Landlord agrees, within fifteen (15) days after Landlord's receipt of notice from Tenant of a Renegade Tenant (setting forth the name of such tenant and its particular use which makes it a Renegade Tenant), to commence and diligently pursue, in good faith and exercising commercially reasonable efforts, the cure of the violation of this Lease by the Renegade Tenant by all available means including, without limitation, taking all action available to Landlord at law or equity against such Renegade Tenant. As used herein, "commercially reasonable efforts" shall mean the institution and good faith and diligent prosecution of appropriate legal action against the Renegade Tenant in a court of competent jurisdiction to cause the Renegade Tenant to cease and desist from violating the provision of this Section. It is expressly understood that Landlord shall not be required to appeal an adverse decision of the court of original jurisdiction, unless so requested by Tenant, with any such appeal to be at Tenant's sole cost and expense.

This Section shall be of no further force or effect in the event (i) any action or proceeding is commenced against Landlord under a federal or state anti-trust law or similar statute based on the foregoing restriction and Tenant, after written notice, fails to prosecute such action and indemnify Landlord as required above or (ii) the restriction is held to be invalid or illegal by any court, statute or agency or is deemed to be contrary to public policy. If the restriction is held to be invalid, the balance of this Lease shall remain in full force and effect including without limitation, Tenant's indemnification contained herein.

The parties agree that the exclusive granted herein shall not apply to: (i) any currently existing leases, nor to any renewals or extensions of such leases ("Existing Leases"); (ii) any successors, assigns or replacements tenants using or occupying the premises under any Existing Leases; (iii) any relocations under any Existing Leases; (iv) any tenant or occupant using or occupying more than ten thousand (10,000) square feet in the Shopping Center.

Section 22.11. Franchisor Logo and Trade Name.

Notwithstanding anything to the contrary in the Lease, and provided that Tenant is open and operating at the Demised Premises in accordance with the Lease, Landlord agrees not to sell or retain any property, personal or otherwise, which contains Franchisor's logo or trade name. Upon the expiration or earlier termination of the franchise agreement between Tenant and Franchisor, Franchisor may, upon prior notice to Landlord, enter the Demised Premises for purposes of removing furniture, fixtures and equipment from the Demised Premises that are proprietary in nature. Any damage to the Demised Premises caused by such removal, shall be repaired at the sole cost and expense of Franchisor.

Section 22.12. Finance Contingency.

Tenant shall timely apply for its financing and proceed with good faith efforts to obtain such financing which would allow Tenant to obtain the capital to operate its business in the Demised Premises for the Permitted Use (the "Financing"). If Tenant is unable to secure such Financing within thirty (30) days following the Effective Date of this Lease (the "Financing Period"), Tenant may terminate this Lease on ten (10) days' written notice to Landlord, which notice shall be delivered, if at all, by Tenant to Landlord no later than ten (10) days after the Financing Period, in which event Landlord shall promptly return to Tenant any funds that Tenant has paid to Landlord and neither party shall have any further rights against or obligation to the other under this Lease. If Tenant does not give such notice to Landlord on or before the expiration of said ten (10) day period, Tenant shall be deemed to have waived this condition and shall thereafter not have the right to terminate the Lease pursuant to this Section 22.12.

EXHIBITS:

EXHIBIT A - Site Plan

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT B - Landlord's Work

EXHIBIT C - Rules and Regulations

EXHIBIT D - Sign Specifications

EXHIBIT D -1 – Tenant's Signage Prototype

EXHIBIT E - Estoppel

EXHIBIT F – Restrictions

EXHIBIT G – Electronic Funds Transfer Authorization Form

EXHIBIT H – Guaranty

EXHIBIT I - Tenant's Affidavits For Payment

- Schedule 1 Tenant's Affidavit of Payment of Debts and Claims
- Schedule 2 Tenant Contractor Affidavit
- Schedule 3 Tenant Contractor Final Waiver and Release of Lien
- Schedule 4 Subcontractor/Supplier Final Waiver and Release of Lien

EXHIBIT J – Existing Exclusive / Restrictions

{SIGNATURE PAGE TO FOLLOW}

CITY OF PORTLAND, MAINE · RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

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

LANDLORD:
BRIXMOR SPE 4 LLC, a Delaware limited liability company

By:_____
Name: Barry Rodenstein
Title: Executive Vice President
Date of Execution: 12/30/15

TENANT:
LITLHOUSE HOLDINGS, INC., a New Hampshire corporation, trading as "BATTERIES PLUS BULBS"

By:_____
Name: Stephen L. Hess
Title: President
Date of Execution: 12/30/2015

END - THE LEASE IS COMPRISED OF ARTICLES I THROUGH XXII AND EXHIBITS A through J

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT A: SHOPPING CENTER

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. 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.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT B: LANDLORD'S AND TENANT'S WORK

LANDLORD'S WORK:

Repair roof leaks

Landlord shall not be obligated to perform Landlord's Work until Tenant's Permits are satisfied.

Except as specifically provided above as Landlord's Work, Tenant acknowledges that it is familiar with the Demised Premises and 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.

If Landlord's Work can be performed concurrently with Tenant's Work without causing any undue delay to Tenant, then Landlord shall have the right, at its option, to deliver the Demised Premises to Tenant prior to the commencement or completion of Landlord's Work and then commence and complete Landlord's Work prior to the Commencement Date.

TENANT'S WORK:

Tenant's Work shall include all improvements necessary to operate Tenant's business all of which shall be at Tenant's sole cost and expense. The plans and specifications, if any are needed, and the detail and design shall be subject to the written approval of Landlord or Landlord's architect.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT C: RULES AND REGULATIONS

(a) 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;

(b) 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;

(c) 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;

(d) Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures;

(e) 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;

(f) 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;

(g) 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;

(h) 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;

(i) 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);

(j) Tenant shall not burn trash or garbage in and about the Demised Premises or the Shopping Center;

(k) 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;

(l) Tenant agrees at all times to maintain the heating and air conditioning equipment in the Demised Premises;

(m) Tenant shall store soiled or dirty linen only in approved fire rating organization containers;

(n) 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

(o) 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.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT D: SIGN SPECIFICATIONS

Every sign must be approved by Landlord and 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' unless otherwise approved by Landlord in writing and no sign width (meaning all letters, including the space between them) shall 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.

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

Exhibit D-1
Batteries Plus Bulbs Sign and window cling programs

THE FOLLOWING MANUAL WAS INSERTED BY BATTERIES+BULBS

Batteries + Bulbs

New Store Specification Manual
Black Outline

October 24, 2013 mjr

Prepared by

TAG
TUBE ART GROUP

Senior Account Manager
Mark McKinley
Toll Free 800.562.2854 x1406
Fax 509.493.7546
Email mmckinley@tubeart.com

Project Manager
Tammy Ryan
509.493.8166 x1419
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2323 West Washington Ave, Yakima, WA 98903

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Date: 02/18/16

Layouts for Batteries + Bulbs
Example showing sign with black aluminum backer

Example shown is Kenosha, WI location

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TUBE ART GROUP

Batteries + Bulbs

New Store
Sign Spec Number
Anytown, USA

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Date: 02/18/16

Lineal Illuminated LED Channel Letter Sets with backer - *Raceway & Flush Mount Options*

Please note that the franchisee is required to order the largest sign(s) size for each elevation allowable base on City/County code ordinances.

Lineal Channel Letter Front Detail - Raceway Mounted (Tan)
Not To Scale

Lineal Channel Letter Front Detail - Flush Mounted (Tan)
Not To Scale

Illuminated Channel Letters and logo with Cutout Aluminum Backer

"Batteries" & "Logo" & "Bulbs" segments fabricated .040 bronze 5" alum. channel coil returns.
Faces to be formed custom cast pigmented .150 polycarbonate to match corporate PMS colors. "Batteries" - is custom cast green polycarbonate "Bulbs" & "Logo" - will be custom cast .150 tangerine and .150 green polycarbonate.
Illumination: "Batteries" - Green LED modules. "Bulbs" & Logo - Amber & Green LED modules.
Register marks will be vinyl, 3M (3630-81) tangerine overlay onto a .093 black aluminum backer.
Flush Mount OPTION:
Fabricated remote wireway box(es) with power supplies.
Raceway OPTION:
Exposed waterproof raceways fabricated from .090 alum. Paint raceway black with polyurethane finish.

DIMENSIONS

SIGN TYPE	SIGN TYPE	A	B	C	D	SQ. FT.	120volts	Select
B+BRW-16L	B+BFM-16L	16"	12'-3"	18"	12'-6"	18.7	.65 amp	
B+BRW-18L	B+BFM-18L	18"	13'-10"	20 1/2"	14'-1"	23.9	.65 amp	
B+BRW-20L	B+BFM-20L	20"	15'-4"	22 3/4"	15'-8"	29.5	.65 amp	
B+BRW-22L	B+BFM-22L	22"	16'-11"	25"	17'-3"	35.8	.65 amp	
B+BRW-24L	B+BFM-24L	24"	18'-5"	27 1/2"	18'-9"	42.9	1.3 amp	
B+BRW-26L	B+BFM-26L	26"	20'-0"	29 3/4"	20'-4"	50.2	1.3 amp	
B+BRW-28L	B+BFM-28L	28"	21'-6"	32"	21'-11"	58.2	1.3 amps	
B+BRW-30L	B+BFM-30L	30"	23'-1"	34 1/4"	23'-6"	66.9	1.3 amps	
B+BRW-32L	B+BFM-32L	32"	24'-6 3/4"	37 3/8"	25'-0"	77.8	3.15 amps	
B+BRW-34L	B+BFM-34L	34"	26'-1 3/8"	39"	26'-8"	86.6	3.15 amps	
B+BRW-36L	B+BFM-36L	36"	27'-8"	41"	28'-2"	96	3.15 amps	
B+BRW-40L	B+BFM-40L	40"	30'-9"	46 3/4"	31'-4"	119.3	5 amps	
B+BRW-44L	B+BFM-44L	44"	33'-10"	50"	34'-6"	126.4	5 amps	

Exterior Raceway Detail
Not to scale

Flush Mount Detail
Not to scale

Formed Letter Face

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Batteries + Bulbs
Bear Store
Sign Backlighter
Anytown, USA

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Inspections Division
Approved with Conditions
Date: 02/18/16

Stacked Illuminated LED Channel Letter Sets with backer - *Raceway & Flush Mount Options*

Please note that the franchisee is required to order the largest sign(s) size for each elevation allowable base on City/County code ordinances.

Stacked Channel Letter Front Detail - Raceway Mounted (RM)
Not To Scale

Stacked Channel Letter Front Detail - Flush Mount (FM)
Not To Scale

Illuminated Channel Letters and logo with Cutout Aluminum Backer

"Batteries" & "Logo" & "Bulbs" segments fabricated .040 bronze 5" alum. channel coil returns.
Faces to be formed custom cast pigmented .150 polycarbonate to match corporate PMS colors.
"Batteries" - is custom cast green polycarbonate "Bulbs" & "Logo" - will be custom cast .150 tangerine and .150 green polycarbonate.
Illumination: "Batteries" - Green LED modules. "Bulbs" & Logo - Amber & Green LED modules.
Register marks will be vinyl, 3M (3630-84) tangerine overlay onto a .090 black aluminum backer.
Flush Mount OPTION:
Fabricated remote wireway box(es) with power supplies.
Raceway OPTION:
Exposed waterproof raceways fabricated from .090 alum. Paint raceway black with polyurethane finish.

DIMENSIONS

SIGN TYPE	SIGN TYPE	A	B	C	D	SQ FT	120 volts	Select
B+BRW-16S	B+BFM-16S	16"	6'-6"	3'-0"	6'-9"	20.2	.66 amp	
B+BRW-18S	B+BFM-18S	18"	7'-4"	3'-4"	7'-7"	25.2	.66 amp	
B+BRW-20S	B+BFM-20S	20"	8'-2"	3'-9"	8'-5"	31.5	.66 amp	
B+BRW-22S	B+BFM-22S	22"	8'-11"	4'-2"	9'-3"	38.4	.66 amp	
B+BRW-24S	B+BFM-24S	24"	9'-9"	4'-6"	10'-1"	46.3	1.3 amp	
B+BRW-26S	B+BFM-26S	26"	10'-7"	4'-10"	10'-11"	52.6	1.3 amp	
B+BRW-28S	B+BFM-28S	28"	11'-5"	5'-3"	11'-9"	61.6	1.3 amps	
B+BRW-30S	B+BFM-30S	30"	12'-3"	5'-6"	12'-8"	71.6	1.3 amps	
B+BRW-32S	B+BFM-32S	32"	13'-0"	6'-0"	13'-5	80.4	3.15 amps	
B+BRW-34S	B+BFM-34S	34"	13'-10"	6'-5"	14'-3"	91.3	3.15 amps	
B+BRW-36S	B+BFM-36S	36"	14'-8"	6'-9"	15'-2"	102.3	3.15 amps	
B+BRW-40S	B+BFM-40S	40"	16'-3"	7'-6"	16'-10"	126.2	5 amps	

Formed Letter Face

TAG
TUBE ART GROUP

Mark McKinley

Batteries + Bulbs
Key Stone
Sign Specifications
Jaybee, USA

4 of 1

Contacts: Mark McKinley • 800.562.2864 x1406 • Fax 909.469.7546 • Email mmckinley@tubeart.com • Project Manager: Tammy Ryan • 800.562.2864 x1419 • Fax 909.469.7546 • Email tryan@tubeart.com

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CITY OF PORTLAND, MAINE
PLANNING & URBAN DEVELOPMENT
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

Door Graphics

Front Elevation
Scale: 1 1/2" = 1'-0"

Door Hours Vinyl - (Sample Only)
Scale: 1 1/2" = 1'

Door Vinyl Elevation
Scale: 1/2" = 1'

Door Vinyl

Ⓐ "Batteries" - 3M 3630-136 green vinyl.
Ⓑ "Bulbs" & Logo - 3M 3630-84 tangerine vinyl & 3M 3630-136 green vinyl.
Ⓒ Register marks - 3M 3630-84 tangerine vinyl.

NOTE: M-F (minimum 12 hrs.)
S (minimum 11 hrs.)
Su (minimum 7 hrs.)

Single Door Vinyl Elevation
Scale: 1/2" = 1'-0"

Store (Double Door Option) Logo and Hours (Sample Layout)
Scale: 1/2" = 1'

TAG
TUBE ART GROUP

Various Offices

Bid

Bid New Store Spotbook 2013

Mark McKinlay

Kay Christensen

October 24, 2013

[ ] Approved
[ ] Approved With Changes Noted

Batteries + Bulbs

New Store
Sign Specifications
Anytown, USA

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Contact Mark McKinlay • [illegible] • Fax [illegible] • [illegible] • Project Manager Tammy Ryan • [illegible] • Fax [illegible] • [illegible]

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CITY OF PORTLAND, MAINE
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

Door Graphics - *Smaller Vinyl Logo*

Door Vinyl- (Smaller Vinyl Logo)

Ⓐ "Batteries" - 3M 3630-136 green vinyl.
Ⓑ "Bulbs" & Logo - 3M 3630-84 tangerine vinyl & 3M 3630-136 green vinyl.
Ⓒ Register marks - 3M 3630-84 tangerine vinyl.

NOTE: M-F (minimum 12 hrs.)
S (minimum 11 hrs.)
Su (minimum 7 hrs.)

TAG
TUNE ART GROUP

Yakima Office

Bell New Store Sportbook 2015

Mark McKinlay

Kay Chittenden

October 28, 2015

Batteries + Bulbs

New Store
Sign Specifications
Auburn, ME

6 of 7

Contact: Mark McKinlay • 213 E. 26th St. • Fax 212 679-2548 • Email: mark@tagdesigns.com • Project Manager: Tammy Ryan • 61 Cedar Street • Fax 508 481-7540 • Email: tammy@tagdesigns.com

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CITY OF PORTLAND, MAINE
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Inspections Division
Approved with Conditions
Date: 02/18/16

Tenant Panel Graphics

Tenant Graphics/Panel- Linear w/Plus logo
Scale: N/A

Tenant Graphics/Panels- Stacked w/Plus logo
Scale: N/A

Panels are white acrylic with applied vinyl graphics to match the following;

Background is 3M 230-22 Matte Black
"Batteries, logo" is 3M 230-136 Green
"Bulbs, logo, Registration mark" is 3M 230-84 Tangerine
All vinyl is 1st surface application

TAG
TUBE ART GROUP

Valley Office

B+B

B+B New Store Spectrum 2015

Mark McKinley

Kay Christensen

October 23, 2015

[ ] Approved
[ ] Approved With Changes Noted

Batteries + Bulbs

New Store
Sign Specifications
Anytown, USA

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Contact: Mark McKinley • 330-1625-62-914 Ph • Fax 503-468-7549 • Email: mark.mckinley@tag-art.com • Project Manager: Tammy Ryan • 631-562-2854 x241 Ph • Fax 516-615-7566 • Email: tammy.ryan@tag-art.com

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CITY OF PORTLAND, MAINE
RESURGAM
Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

Batteries + Bulbs

Batteries Plus Bulbs uses large green / orange exterior window signage as part of its marketing program for all stores in the system. These signs help to promote the many different types of batteries, light bulbs and services it provides.

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Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 02/18/16

EXHIBIT E: TENANT ESTOPPEL

TENANT ESTOPPEL CERTIFICATE

[LANDLORD]
450 Lexington Avenue
13th Floor
New York, New York 10170
Attn: Legal Department

Re: Lease between _____ as landlord ("Landlord"), and _____ as tenant ("Tenant") dated _____, 201__, 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 Lease Term commenced on _____, 201_ and will end on _____. Except as described below, Tenant has no:

(a) options or other rights to renew or extend the Lease Term 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.

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8. 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. 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: , 201

Tenant Name: _____

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EXHIBIT F

TENANT RESTRICTIONS

Tenant shall use and occupy the Demised Premises strictly in accordance with the Permitted Use defined in the Lease. Additionally, but without limiting any other provision contained in the 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. In the event Tenant violates the provisions of this Exhibit, such shall constitute a material default hereunder and Landlord shall be entitled, if it so elects, in addition to any of the other rights or remedies listed for a default in the Lease, to institute and prosecute proceedings in any court of competent jurisdiction to obtain damages, to seek an injunction against the violation of the provisions of this Exhibit and/or to seek the immediate termination of the Lease.

1. Tenant's use and occupancy of the Demised Premises shall be limited by and be subject to certain express restrictions and prohibitions deemed necessary to preserve the value, desirability, and family orientation of the Shopping Center and its tenants, without regard to whether the prohibited activities, services or merchandise are offered gratuitously or nongratuitously, publicly or privately, materially or incidentally, as follows:

A bar, lounge, nightclub or discotheque or any use where the sale of alcoholic beverages by the drink exceeds forty percent (40%) of such occupant's total gross sales;
A place of public entertainment or recreation facility, including, without limitation, a bowling alley, theater, skating rink, billiard parlor, bingo parlor, off-track betting facility, gambling casino, gaming hall, gun range, computer game room or amusement center with arcade, pinball, video or electronic games;
An auditorium or similar place of general assembly;
A massage parlor or tattoo parlor;
A funeral home;
A training or educational facility including, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees, rather than retail customers;
The sale of drug paraphernalia except as may be permitted in a standard drug store;
The sale or display of pornographic material, as determined by community standards for the area in which the Shopping Center is located;
A flea market, second-hand store or pawn shop;
Any business or use which emits offensive odors, fumes, dust or vapor or constitutes a public or private nuisance, or emits loud noises or sounds which are objectionable to the Shopping Center customers, users or occupants, or which creates a fire, explosive or other hazard;
A manufacturing facility;
A warehouse, except warehousing incidental to the operation of Tenant's business at the Demised Premises, or otherwise for the storage of goods or merchandise, other than such goods or merchandise offered for sale by Tenant at the Demised Premises;
A car wash or for the use of storage, sale, display, repair, rental or servicing or cars, boats or other motorized vehicles or equipment;
A hotel or other lodging facilities;
A dry cleaner or other business that uses hazardous materials;
Any primarily non-retail use other than a financial institution, a real estate or insurance office, a medical or dental office, a loan office, a brokerage office, a financial planner's office or a tax preparation office;
Any use that violates any legal requirement and/or the requirements of the insurance underwriter(s) of the coverages on the Shopping Center;
Any fire, auction, bankruptcy, "going-out-of-business," "lost our lease," or other similar sale.

2. 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 seminude 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 the 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 the Lease:

(i) They shall not be displayed in the store or in the store windows.

BA

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(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.

3. 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.

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EXHIBIT G

[INSERT LL]

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

As a duly authorized check signer on the financial institution account identified below, I authorize **[INSERT LL]** to perform scheduled or periodic electronic funds transfer debits and/or credits from my account identified below for payments due or when applicable, apply electronic funds transfer credits to the same. This applies to check by phone payments as well as any other electronic payment.

Furthermore, if any such electronic debit(s) should be returned by my financial institution as Non-Sufficient Funds (NSF), I authorize, **[INSERT LL]**, to collect a returned item fee of $50.00 per item by electronic debit from my account identified below.

For accounting purposes, all electronic debits will be reflected in the monthly bank statement that corresponds with the financial institution account identified below.

I understand and authorize all of the above as evidenced by my signature below.

AUTHORIZING SIGNATURE: _____ DATE: _____

[INSERT T] [INSERT BU # & PROPERTY NAME & ADDRESS]

Financial Institution account "identifying information":
Enter financial institution account information into the fields provided below or attach a blank VOID check.

Complete or attach Blank VOID Check here.			
	Financial institution:	**Branch:**	
	City:	**State:**	**ZIP CODE:**
	Transit/ABA #	**Account #**	

Example

This is the 9 digit Transit / ABA Bank Routing number.

The Account number is usually to the right of the Routing number. Some Financial Institutions add the check number between the Routing and Account numbers

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EXHIBIT H

GUARANTY

In consideration of the letting of certain Demised Premises at PINE TREE SHOPPING CENTER to LITLHOUSE HOLDINGS, INC., a New Hampshire corporation (hereinafter "Tenant") under a lease dated December 30, 2015 (hereinafter "Lease") and of One Dollar ($1.00) paid to BRIXMOR SPE 4 LLC, a Delaware limited liability company (hereinafter "Landlord") by the undersigned (hereinafter "Guarantor"), the receipt of which is hereby acknowledged, Guarantor hereby guarantees to Landlord, its successors and assigns, the payment of the rent and the full and faithful performance of all the terms, covenants and conditions in the foregoing Lease, for the term thereof and any extension or renewal thereof, to be paid and performed by Tenant, its assignees and sublessees. Guarantor will well and truly pay said rent or any arrears that may remain due thereon, and also all damages that may arise in consequence of the nonperformance of said terms, covenants and conditions, or any of them, without requiring notice of any such default. Guarantor expressly waives notice of defaults and agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant or otherwise shall not in any way modify or release the obligations of Guarantor. This is a contract of suretyship.

Guarantor hereby waives notice of acceptance of this Guaranty and further agrees that this Guaranty shall be a continuing Guaranty of payment, and that Guarantor's liability hereunder shall in no way be affected or diminished by reason of any assignment of the Lease by Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any modification, renewal or extension, or if the Tenant holds over beyond the term, or by any delay in the prosecution by Landlord, or its successors in interest, of its rights under the Lease or under this Guaranty. If there are two or more persons undersigned, then the liability between and among them shall be individual as well as joint and several.

Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Tenant.

Guarantor expressly agrees (without in any way limiting its liability under any other provision of this Guaranty) that Guarantor shall, at the request of Landlord, enter into a new lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease, if the Lease shall be terminated due to a default by Tenant hereunder.

Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor specifically waives any and all rights of subrogation and reimbursement that Guarantor may have against Tenant for payments hereunder, either before or after any filing under the Bankruptcy Code by Tenant.

If Guarantor becomes insolvent or files for Bankruptcy and can no longer perform its obligations under this agreement, Tenant must deliver a creditworthy substitute Guarantor.

The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

Until all of Tenant's obligations under the Lease are fully performed, Guarantor subordinates any claim that it may have against Tenant by reason of any one or more payments or acts of compliance made by Guarantor under this Guaranty in fulfilling an obligation owed to Landlord to any claim that Landlord may have against Tenant under the Lease.

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. The Lease and this Guaranty shall be governed by and interpreted under the laws of state in which the Shopping Center is located.

Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty.

Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty.

Guarantor will pay to Landlord all of Landlord's expenses, including, but not limited to, attorney's fees, incurred in enforcing this Guaranty.

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Inspections Division
Approved with Conditions
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IN WITNESS WHEREOF, Guarantor has signed and sealed this instrument as of the 30 day of December, 2015.

Witness: Edward Tibbetts
Name: Edward Tibbetts

Guarantor:

STEVEN HUSS
Social Security No.: 146 520125

Witness: Edward Tibbetts
Name: Edward Tibbetts

Guarantor:

KATHLEEN HUSS
Social Security No.: 004-50-5274

Reviewed for Code Compliance
Inspections Division
Approved with Conditions
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EXHIBIT I

SCHEDULE 1

TENANT'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: *L ("Landlord")

RE: Lease date _____, 201_ with respect to Demised Premises known as Rental Space ____ in the Shopping Center located in _____

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 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 .

Tenant:

_____

By_____
Its

Subscribed and sworn to, before me, this _____ day of _____, 201__.

_____
Notary Public
My commission expires: _____

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SCHEDULE 2

TENANT CONTRACTOR AFFIDAVIT

(To be submitted with each request for payment of the Construction Allowance)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is (Title) _____
of the ("Contractor") _____
who is the Contractor for the (Project Name)
_____
work on the building located at
_____
owned by ("Owner") _____
That the total amount of the contract including change orders is $ _____

on which Contractor has received $ _____ and that Contractor furthermore confirms that he has waived all lien rights in connection with this payment amount received. Contractor certifies, represents and warrants that the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or subcontracts pursuant to a written agreement between Tenant and Contractor dated _____ ("The Contract") to supply materials or perform specific work and the amount due or to become due to each, and that the items mentioned above include all labor and material required to complete said work according to the Contract. In the event Contractor enters into any subsequent subcontracts or agreements, Contractor shall immediately provide Tenant with a current and accurate Contractor Affidavit. Subcontractor / Supplier Lien Waiver must be submitted for all subcontractors with contract over $5,000 and suppliers with contracts over $15,000. Use additional sheets if necessary.

NAMES	SERVICES RENDERED	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTALS					

Signed under the penalties of perjury as of this day of _____, 20 .

_____
CONTRACTOR (Signature) (Printed name and title) (Date)

Subscribed and sworn to before me this _____ day of _____, 20
.

Notary's Stamp Notary's Signature ____
(Notary's name, county, and date commission expires)

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Inspections Division
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EXHIBIT I
SCHEDULE 3
TENANT CONTRACTOR FINAL WAIVER AND RELEASE OF LIEN
(Submitted with Tenant Allowance Request)

OWNER:

CONTRACTOR:

PROPERTY:

PROJECT:

Current Contract Sum: $ _____
Total Amount Previously Invoiced: $ _____
Final Payment Amount: $ _____

In consideration of any and all payments received from the Tenant in connection with the project, the Contractor acknowledges and agrees that it has received full and final payment of all sums due, including all sums due under its Contract with Tenant, for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment furnished in connection with the Project by the undersigned.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

Signed under the penalties of perjury as of this _____day of _____, 20_____.

_____
CONTRACTOR RELEASING LIEN (Signature) (Printed name and title) (Date)

Subscribed and sworn to before me this _____ day of
_____, 20_____.

Notary's Stamp Notary's Signature
(Notary's name, county, and date commission expires)

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EXHIBIT I

SCHEDULE 4

SUBCONTRACTOR / SUPPLIER FINAL WAIVER AND RELEASE OF LIEN
(Submitted with Tenant Allowance Request)

OWNER:

CONTRACTOR:

PROPERTY:

PROJECT:

DESCRIPTION OF WORK OR MATERIALS PROVIDED:

Name of SUBCONTRACTOR AND/OR SUPPLIER: _____
Current Subcontract Sum: $ _____
Total Amount Previously Invoiced: $ _____
Final Payment Amount: $ _____

In consideration of all past payments and the Final Payment received from the Contractor or Subcontractor in connection with the Project, the undersigned acknowledges that it has received full payment of all amounts due, including all amounts due under its Subcontract, for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project. The undersigned hereby does release, discharge, relinquish and waive any and all claims, suits, liens, and rights whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment furnished in connection with the Project.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

This document is to take effect as a sealed instrument.

Signed under the penalties of perjury as of this _____day of _____, 20_____.

_____

SUBCONTRACTOR /SUPPLIER RELEASING LIEN *(Printed name and title)* *(Date)*
(Signature)

Subscribed and sworn to before me this _____ day of _____, 20_____
.

Notary's Stamp Notary's Signature
(Notary's name, county, and date commission expires)

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EXHIBIT J

EXISTING EXCLUSIVE / RESTRICTIONS

EXCLUSIVES

APPLEBEE'S: 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 "Bennigans", "Fuddruckers", "TGI Fridays", "Houstons", "Chili'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.

BIG LOTS: Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and except for tenants open and operating for business in the Shopping Center as of the date of the Lease, no other general merchandise, discount, liquidator, closeout store, furniture, or dollar store operation ("Competing Business") may be permitted in the Shopping Center during the Original Term of this Lease or any options or extensions. 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 011ies Bargain Outlet.

CVS PHARMACY: The Landlord covenants and agrees that, throughout the term of this lease and any renewal thereof, it 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, except the premises hereby demised.

DOLLAR TREE: Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached hereto) 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 (herein "Competing Tenant").

FULL 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 CAESARS: Landlord agrees it will not lease any other space in the Exclusive Area of the Shopping Center (as shown on Exhibit A) for the principal business of operating a carryout, delivery or sit-down pizza or other Italian style restaurant.

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WORKOUT ANYTIME: Landlord will not (i) lease space in, or (ii) consent to a change in use under any existing lease or occupancy agreement for premises in the Shopping Center (as same is depicted on Exhibit A attached hereto) to a tenant whose primary use shall be the operation of a gym facility featuring cardio machines and free weights or personal training (herein "Competing Tenant").

RESTRICTIONS

DEED/TITLE

Dept. of Environmental Protection Department Order, Portland Pinetree LLC & Heritage (

Declaration of Environmental Covenant, between Centro and Maine Dept. of Environmental Protection ("MEDEO") (October 22, 2008)
Section 2; Prohibited Activities: Centro 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, 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, except as specifically set forth in subsection (b)(iii) below:

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

b) 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:

i) the construction or placement of any new buildings, roads, fills, or structures within the Restricted Area (and it is expressly acknowledged by the parties that as of the date hereof there are catch basins, underground pipes, an underground water main and underground telephone lines within the Restricted Area, all of which shall be permitted to remain);

ii) the replacement of the existing foundation or building floor beneath Tenant Unit 8;

iii) the excavation, digging, grading, drilling, mining or any other disturbance within the Restricted Area, except in the event of an emergency (meaning that there exists a situation which poses the threat or risk of immediate harm or damage to property or person or poses a health or safety risk) provided that notice of any such work shall be provided to MEDEP as soon as practicable; or

iv) any discharge or injection into the subsurface of the Restricted Area or withdrawal from the subsurface of the Restricted Area 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, but shall not include discharge into any catch basins and related pipes and conduits within the Restricted Area

v) The integrity of the Asphalt Pavement Cover within the Restricted Area must be maintained at all times (except during utility repair or other such short term work). 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.

Section 3; Uses: 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 daycare 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 (or the applicable portion thereof) demonstrates to the MEDEP:

a) the comparison of on-site environmental data with appropriate risk-based standards indicate the Property (or port ion 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 (or portion thereof) 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 (or port ion thereof) properly performs such remediation activities to the satisfaction of the MEDEP.

Section 4; Notice to Tenants and Others: Centro or future owners of the Restricted Area shall provide notice of this Environmental Covenant to any tenants or lessees of the Restricted Area or having rights to use the Restricted Area, or to any other disturbance of soil, groundwater or the Asphalt Pavement Cover or any activity that would be otherwise prohibited by this Covenant.

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Ground Lease, between Portland Pinetree LLC (Lessee) and Lowes (Sublessee) (December 24, 2004).
Section 1; Demised: Tenant and Landlord acknowledge and agree that Landlord's rights with respect to the portion of the Shopping Center other than the Master Lease Premises are only as set forth in the Master Lease and that the Fee Owner under the Master Lease is responsible for certain obligations relating to the Master Lease Premises so that with respect to the portions of the Shopping Center other than the Master Lease Premises and with respect to the obligations of the Fee Owner with respect to the Master Lease Premises, Landlord's obligations shall be limited to using, and Landlord hereby agrees to use all commercially reasonable efforts to enforce Landlord's rights and Fee Owner's obligations under the Master Lease so as to comply with the foregoing conditions, and with respect to the Demised Premises under this Lease Tenant shall have the right to enforce the Master Lease provision relating thereto against Fee Owner.

Section 34; Master Lease: Subject to the terms of the Nondisturbance Agreement from Fee Owner executed simultaneously herewith, Landlord and Tenant acknowledge and agree...(iii) that Tenant shall, have the right to exercise with respect to or for the benefit of the Demised Premises, all rights of Landlord, as tenant, under the Master Lease, including without limitation Sections 6(Taxes), 7(Common Area Maintenance), 8(Construction), 9(Use),10 (Common Areas), 11(Laws, Waste or Nuisance),13 (Maintenance and Repairs),16 (Signs), 18 (Assignment, Subletting, Leasehold Mortgage), 23(B) (Self-He1p), and 39 (Confidentiality), in each case without depriving Landlord of its right to exercise such rights so long as Landlord's exercise does not interfere with Tenant's exercise of such rights or otherwise with Tenant's use or occupancy or operations at the Demised Premises). Landlord will enforce provisions izt Master Lease that affect, directly or indirectly, *the* Demised Premises.

MASTER LEASE, between Heritage and Portland Pinetree
Section 9: Use of Premises; B. National Tenant Exclusive Uses. Landlord covenants and agrees that, subject *to* the rights of existing tenants, during the Tem1 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 S, 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, McCoys, 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).

Section 9: Use of Premise; 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

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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.

Section 10; Common Areas: B. Parking Requirements. (1) Landlord covenants that the parking ratio within Landlord's Property shall be no less than the greater of (a) the number of parking spaces required by law (taking into account such variances as Tenant may obtain) or (b) four and three tenths (4.3) parking spaces for each one thousand (1,000) square feet of enclosed building area for all buildings in Landlord's Property (or such lesser ratio as may be shown on the Site Plan). The foregoing parking ratio shall not be reduced without Tenant's prior consent.

(3) Notwithstanding the foregoing to the contrary, to the extent that any portion of either Landlord's Property or the Premises is used for Qualified Restaurant use (as defined below), then for purposes of calculating the parking ratio on the Premises or Landlord's Property (as the case may be based on the location of the Qualified Restaurant), the ratio shall be twelve (12) parking spaces for each one thousand (1,000) square feet of such Qualified Restaurant area. The foregoing parking ratios shall not be reduced without Landlord's and Tenant's prior consent. For purposes hereof, a "Qualified Restaurant" shall be any restaurant which meets all of the following criteria: (a) is in excess of 3,000 square feet of floor area (not including basement or mezzanine space that is used for office or storage purposes) and (b) is a so-called "sit-down casual dining" restaurant with waiter service [which shall not include, for example, eating establishments where the waiter service is incidental (i.e., is only for food delivery, not for order taking) or establishments such as sandwich shops, subs and pizza shops, take-out restaurants, coffee shops and other similar eating establishments] and in not event shall the Applebee's existing location be considered a Qualified Restaurant.