

EXHIBIT “A”

LEASE BETWEEN

**TRIPLE R ASSOCIATES, LTD., A FLORIDA
LIMITED PARTNERSHIP
(LANDLORD)**

AND

**SETLA, L.L.C., A DELAWARE LIMITED LIABILITY
COMPANY
(TENANT)**

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COMMERCIAL LEASE

THIS LEASE ("Lease") is made this ____ day of October, 2001, by and between TRIPLE R ASSOCIATES, LTD., A FLORIDA LIMITED PARTNERSHIP ("Landlord"), and SETLA, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY ("Tenant").

1. PREMISES AND PARKING.

1.1. Premises. Tenant leases from Landlord for the term, at the rental rate and upon the conditions set forth below, forty-eight (48) separate parcels of real property which are currently being operated as Rally's Hamburger restaurants (each separate parcel together with the improvements thereon is individually referred to as a "Store Site") located at the addresses set forth on **Exhibit "A"** (the "Land"), together with all improvements thereon. The Land comprising the forty-eight (48) Store Sites together with the improvements located thereon shall hereinafter be collectively referred to herein as the "Premises". The legal descriptions on which the Store Sites are located are described on **Exhibit "B"**. Tenant acknowledges that the legal descriptions attached on **Exhibit "B"** hereto are for informational purposes only and may encompass property which are not part of the Premises or are not essential to the use of the Premises. The Lease shall not be deemed to encumber or effect in any way the portions of the land described on Exhibit "B" which are not part of the Premises or essential to the use of the Premises. The Premises shall include all portions of the land owned by Landlord described on Exhibit "B" essential to the use and operation of the Store Sites as contemplated herein, including the parking currently being used in connection with the operation of the Rally's Hamburger restaurants on such lands as of the date of this Lease.

2. TERM.

2.1. Lease Commencement Date. The initial term ("Initial Term") of this Lease shall commence on the "Lease Commencement Date" which for purposes hereof shall mean October 15, 2001.

2.2. Initial Term. The Initial Term shall be for a period commencing on the Lease Commencement Date and ending September 30, 2016.

3. OPTIONS TO RENEW. Upon the expiration of the Initial Term, Landlord hereby grants to Tenant, and Tenant shall have two (2) successive option(s) to renew and extend this Lease for a period of five (5) years each, provided (i) written notice of the election of such option(s) shall be sent by Tenant to Landlord

not less than six (6) months prior to the expiration of the then current term (Initial or Extended); and (ii) at the time Tenant exercises such right to renew and at the time such option period actually commences, Tenant is not in default, beyond any applicable cure period (if any), of any of the terms, covenants, agreements or conditions contained in this Lease to be performed by Tenant. If said option(s) are duly exercised, the term of this Lease shall be automatically extended for the period of the next ensuing option, without the requirement of any new lease or other further instrument, subject to all of the same terms, covenants, agreements and conditions contained herein. Except as expressly provided for above, Tenant shall have no further right to extend the Term of this Lease and Landlord shall be under no obligation to otherwise extend this Lease upon the expiration thereof.

For purposes of this Lease, all reference to the "term" of this Lease shall be deemed to be a reference as well as to such additional period of time for which the Initial Term shall be so extended.

4. **RENT.**

4.1. **Base Rent.** "Base Rent" shall be paid beginning on the Lease Commencement Date as follows:

4.1.1. As Base Rent for the Premises during the first sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Seven Hundred Thousand and 00/100 Dollars (\$700,000.00)** per annum, payable in advance in monthly installments of **Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and 33/100 cents (\$58,333.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises during the second sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00)** per annum, payable in advance in monthly installments of **Seventy Thousand Eight Hundred Thirty-Three Dollars and 33/100 cents (\$70,833.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

As Base Rent for the Premises during the third sixty (60) months of the Initial Term of this Lease, Tenant shall pay to Landlord the sum of **One Million and 00/100 Dollars (\$1,000,000.00)** per annum, payable in advance in monthly installments of **Eighty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 cents (\$83,333.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

4.1.2. Provided Tenant validly exercises the first renewal option term of the Lease pursuant to **Section 3**, hereinabove, and for the remainder of said option term, if any, the Base Rent shall increase to **One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00)**, payable in advance in monthly installments of **Ninety-One Thousand Six Hundred Sixty-Six Dollars and 67/100 cents (\$91,666.67)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease. Provided Tenant validly exercises the second renewal option term pursuant to **Section 3**, hereinabove, and for the remainder of said option term, if any, the Base Rent shall increase to **One Million Two Hundred Ten Thousand and 00/100 Dollars (\$1,210,000.00)**, payable in advance in monthly installments of **One Hundred Thousand Seven Hundred Thirty-Three Dollars and 33/100 cents (\$100,733.33)**, plus all sales taxes from time to time imposed by any governmental authority, if any, in connection with rents paid by Tenant under this Lease.

4.1.3. Base Rent shall be payable on the first day of each month during the term of this Lease without any prior demand therefor and without any deduction or setoff whatsoever (except as specifically provided for in **Section 9** hereof), provided, however, that in the event that this Lease should commence, expire or terminate on a day other than the first day of the month, then all rent due hereunder shall be prorated accordingly.

4.1.4. Rent shall be payable in lawful money of the United States to Landlord at the address set forth for Landlord in **Section 37** or at any address designated by Landlord in writing as provided hereinbelow.

4.1.5. In addition to Base Rent, Tenant shall pay to Landlord the one-twelfth (1/12) of the prior year's Impositions (as defined below) ("Estimated Tax Payments") beginning on the Lease Commencement Date and on the first day of every successive calendar month thereafter during the Term of the Lease.

4.1.6. If the amount of the Impositions for any tax year exceeds the sum of Tenant's Estimated Tax Payments for such corresponding period, Tenant shall pay the deficiency to Landlord upon demand. If the sum of Tenant's Estimated Tax Payments exceeds the amount of Impositions for such year, Landlord shall credit the excess toward the payments of Base Rent and Tenant's Estimated Tax Payments next falling due. Along with the demand for additional payment or a refund pursuant to this Section, as applicable, Landlord shall provide Tenant copies of the tax bills related to such Impositions. Tenant's sole remedy for Landlord's failure to provide copies of said tax bills shall be to withhold (not abate) Estimated Tax Payments until such time as Landlord provides copies of said tax bills, at which time Tenant shall pay Landlord all Estimated Tax Payments which were being withheld by Tenant.

4.1.7. For purposes of this Lease, Base Rent and all other additional rent, taxes, assessment charges and amounts payable by Tenant to Landlord under this Lease and collectively referred to as "Rent".

4.1.8. If Tenant shall fail to pay any rent within five (5) days of the due date thereof, Tenant shall pay the Landlord a "late charge" covering administrative and overhead expenses equal to five percent (5%) of such amount past due. The provisions herein for late charges or any grace period prior to the implementation of said late charges shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligations to pay all such items at the time or times herein stipulated. Notwithstanding the imposition of such late charges pursuant to this **Subsection**, Tenant shall be in default under this Lease, if any or all payments required to be made by Tenant are not made at the time herein stipulated, and neither demand nor collection by Landlord of such late charges shall be construed as a cure for such default on the part of the Tenant.

5. **TRIPLE NET LEASE.** Except as otherwise provided herein, the Base Rent hereinbefore set forth shall be absolutely net to the Landlord so that this Lease shall yield on a net basis to the Landlord the Base Rent specified, and all costs, expenses and obligations of every kind and nature whatsoever, whether now existing or hereafter arising, including, but not limited to, utilities, impact fees, repairs and maintenance to the Premises, whether ordinary or extraordinary in nature, and whether exterior or interior of any improvements sales or use tax, real estate taxes, casualty and liability insurance, personal property taxes, mortgage payments of any leasehold mortgage entered into by Tenant, even if beyond the current contemplation of the parties, shall be the obligation of and paid for by the Tenant, except for: (i) mortgage payments of the Landlord under any mortgages, other than leasehold mortgages obtained by Tenant and; (ii) taxes based on income assessed against the Landlord. The provisions of this **Section**, and the reference herein to costs and expenses refer to the costs and expenses and obligations of every kind and nature whatsoever relating to the Premises.

6. **OCCUPANCY.**

6.1. **Occupancy Date.** Tenant shall be provided possession of the Premises upon the Lease Commencement Date.

6.2. **Use.** Except for the Permitted Closed Stores, Tenant shall use and occupy each Store Site throughout the term solely for the operation of restaurants under the "Rally's Hamburgers" or "Checkers" name and style and for no other purpose or use and under no other name or style without the prior written consent of Landlord, which consent shall be in the sole discretion of Landlord. Notwithstanding the

foregoing, in the event Checkers Drive-In Restaurants, Inc., a Delaware corporation, files for Bankruptcy and in such Bankruptcy proceedings Tenant's right to continue to use the "Rally's Hamburger" and "Checkers" name is terminated through no fault of Tenant, Tenant may continue to operate the Store Sites as fast-food restaurants under another name (all Store Sites to be operated under one name) approved in writing by Landlord, which approval shall not unreasonably be withheld. Tenant shall, throughout the term of the Lease, comply with all governmental laws, ordinances and regulations applicable to the use and occupancy of each Store Site, shall not be in violation of any applicable building code, regulation or ordinance and shall comply promptly with all laws, ordinances, orders and regulations affecting the Premises and the Store Sites and its cleanliness, safety, occupation and use. The foregoing is a material consideration to Landlord in entering into this Lease. In the event Tenant uses any Store Sites for purposes not expressly permitted herein, Landlord may deem it an Event of Default and Landlord may restrain said improper use by injunction.

6.3. AS-IS. Tenant has inspected the Premises and accepts the Premises "AS-IS", "WHERE IS" with all faults and acknowledges that Landlord will not be required to make any improvements, repairs or changes to any Store Sites.

7. CHANGES AND ALTERATIONS BY TENANT

7.1. Tenant may make such non-structural alterations, improvements and additions to the Store Sites as Tenant deems necessary or desirable without obtaining Landlord's consent, provide such alterations, improvements and additions do not diminish or reduce the value of the Store Site being so renovated. In addition, Tenant may construct drive-thru wings and columns onto the Store Sites without obtaining Landlord's consent. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about any Store Site which affect the structure of the improvements located thereon without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. All alterations, additions or installations, including but not limited to partitions, air conditioning ducts or equipment (except movable furniture, fixtures and equipment put in at the expense of Tenant; provided Tenant repairs any damage to the Premises caused by such removal), shall become the property of Landlord at the expiration or any earlier termination of the Term. Landlord, however, reserves the option to require Tenant, at Tenant's sole cost and expense, upon notice, to remove all fixtures, alterations, additions, decorations or installations (including those not removable without defacing or injuring the Premises or any Store Site) and to restore the Premises and all Store Sites to the same condition as when originally leased to Tenant, reasonable wear and tear excepted. All work performed shall be done in a good and workmanlike manner, with new materials and in accordance with all applicable laws.

7.2. All construction of all improvements and each change or alteration to a Store Site having an estimated cost of \$65,000.00 or more shall be made under the supervision of an architect or engineer selected by Tenant and approved by Landlord, which approval shall not unreasonably be withheld, conditioned or delayed; and shall be made in accordance with detailed plans and specifications prepared by such architect or engineer. Copies of all such plans and specifications shall be delivered by Tenant to Landlord, and, with respect to plans and specifications relating to changes or alterations requiring Landlord's prior written consent. If any plans or specifications are prepared in connection with any change or alteration having an estimated cost of less than \$65,000.00, Tenant shall furnish copies thereof to Landlord.

7.3. With regard to construction of all improvements, if the estimated cost of any such proposed change or alteration to a Store Site shall be \$65,000.00 or more, Tenant upon request of Landlord, at Tenant's sole cost and expense, shall, before commencing the same, furnish to Landlord a surety company bond, issued by a surety company reasonably approved by Landlord, in an amount at least equal to the estimated cost of such construction, change or alteration, or shall furnish to Landlord other security reasonably satisfactory to Landlord, in each case guaranteeing to Landlord the completion of the proposed construction, change or alteration within a reasonable time, free and clear of all liens, and, if available, all encumbrances, chattel mortgages, conditional bills of sale, security agreements and other claims and charges (other than chattel mortgages or security agreements delivered to Landlord) and in accordance with any plans or specifications therefor approved by Landlord.

7.4. Promptly after the completion of any Tenant's alterations permissible hereunder, Tenant shall procure, at Tenant's sole cost and expense, all such approvals, permits and licenses by governmental authorities, if any, of the completed initial improvements or Tenant's Alterations as may be required by any applicable law or ordinance or any applicable rule or regulation of any applicable governmental authorities (including, without limitation, Certificates of Occupancy, permits, environmental permits, Certificates of Use, Fire Department permits, etc.) and all such insurance organizations' approvals, if any, as may be required or customary in connection therewith, and, on written demand, shall promptly deliver complete photocopies thereof to Landlord.

8. **RENTAL AND PERSONAL PROPERTY TAXES.** Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises and that become payable during the term hereof. If required by Landlord, Tenant shall promptly furnish Landlord with satisfactory evidence of these payments. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property and, if Landlord pays the taxes on any such items, Tenant shall immediately reimburse Landlord the sum of the taxes levied against Landlord.

Tenant shall also pay all sales and use taxes, if any, assessed from time to time against any rent stated herein by any governmental authority.

9. **REAL PROPERTY TAXES AND ASSESSMENTS.**

9.1. **Payment of Impositions.** Subject to the requirement of making the Estimated Tax Payments pursuant to Section 4.1.5, in addition to the rent and any other charges provided for herein, Tenant agrees to pay on demand at the times set forth below, all taxes, assessments (general and special), improvement bonds, and any other impositions or charges which may be taxes (collectively, "Impositions"), that are charged, levied, assessed or imposed from and after the Lease Commencement Date and during the term of this Lease upon all or any portion of the Premises and the improvements thereon. If Tenant shall fail to pay the Impositions, Landlord shall have the right, but not the obligation, to pay same, in which case Tenant shall reimburse Landlord upon demand for such amount paid by Landlord together with any late charge paid by Landlord. In the event any tax or assessment is levied against a larger parcel which contains land not included in the Premises, then and in that event, the Landlord shall attempt to obtain for the Tenant from the County where that Store Site is located a separate tax bill applicable only to the applicable Store Site. Should the governmental authority levying the tax or assessment be unable to designate the portion of the tax or assessment which is assessed against said parcel, Tenant shall be liable for its proportionate share of the tax levied, which proportionate share shall be determined by multiplying the tax bill for said parcel by a fraction, the numerator of which is the square footage of the Store Site and the denominator of which is the gross square footage of said parcel, including, but not limited to, said Store Site. Tenant shall pay its proportionate share of such taxes on demand at the time and in the manner set forth above.

9.2. **Tax Offset.** In the event Landlord fails to remit any Imposition which has been paid to Landlord by Tenant to the appropriate governmental authority prior to delinquency, the Tenant may, as its sole remedy, after thirty (30) day written notice to Landlord (provided Landlord has not cured same), pay such delinquent amount to the appropriate governmental authority and deduct such payment from the Base Rent and Monthly Estimate Rent next due.

9.3. **Tax Contest.** Tenant shall have the right to challenge, at its sole expense, the Impositions for any Store Site assessed by any governmental authorities for which it is Tenant's obligation to pay such Imposition under this Lease. Tenant may challenge the Impositions if Tenant pays any protested amount to Landlord. Landlord will reimburse Tenant for any refund of Impositions received as a result of any tax contest.

10. **SUBSTITUTE AND ADDITIONAL TAXES.** Tenant shall not be required to pay any municipal, county, state or federal income or franchise taxes of Landlord or any municipal, county, state or federal estate, succession, inheritance, gift or transfer taxes of the Landlord or corporation excess profits taxes imposed upon any corporate owner of the fee of the Premises. If at any time during the term of this Lease, under any applicable governmental authority, a tax or excise on rents or any other tax or excise, however described, is levied or assessed against Landlord on any sums payable by Tenant hereunder, as a substitute, in whole or in part, for real property taxes or as an additional tax or excise, Tenant agrees to pay the full amount of such tax or excise. Tenant shall make payment to Landlord in the same manner that real property taxes would have been or are payable hereunder.

11. **MAINTENANCE AND REPAIRS/COMPLIANCE WITH LAWS.**

11.1. **Maintenance of Premises.** Tenant shall, at its sole cost and expense, maintain all of the Premises and Store Sites, including, but not limited to, all sprinkler systems (if any), roof, foundation, walls, windows, doors, and all portions of the Land in good and sanitary order, condition and repair. In addition, Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures, mechanical, electrical and plumbing systems and equipment located in, on or about the Premises. It is the intention of all parties to this Lease that it be a "triple-net lease" and that Tenant shall pay, in addition to Base Rent, all costs and expenses related to the Premises and the Store Sites, including without limitation, all taxes, maintenance and repair expenses. All trash shall be removed at reasonable intervals, at Tenant's sole cost and expense.

If Tenant fails to make, maintain or keep any Store Site in good condition as aforesaid, and such failure continues for five (5) calendar days after written notice from Landlord, Landlord may perform, but is not obligated to perform any such required maintenance and repairs, and the cost thereof shall be reimbursed by Tenant to Landlord upon demand. Failure of Tenant to reimburse Landlord within five (5) days of Landlord's demand shall constitute an Event of Default.

It is understood and agreed that damage to or destruction of all or any portion of a Store Site by fire or by any other cause shall not terminate this Lease nor entitle Tenant to surrender the Premises nor in any way affect Tenant's obligation to pay the Base Rent and other sums payable hereunder, and there shall be no abatement, diminution or reduction of the Base Rent or other sums payable hereunder for any cause whatsoever.

11.2. **Compliance with Laws.** Tenant shall throughout the Term of this Lease, at Tenant's sole cost and expense, promptly comply for all Store Sites with all laws and ordinances and notices, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments,

commissions, boards and officers thereof, and notices, orders, rules and regulations of the National Board of Fire Underwriters, or any other body now or hereafter constituted exercising similar functions, relating to all or any part of the Premises or any of the Store Sites, or to the use or manner of use of the Premises or any of the Store Sites or to the sidewalks, parking areas, curbs and access ways adjoining the Premises and the Store Sites. Without limiting the generality of the foregoing, Tenant shall keep in force at all times all licenses, consents and permits necessary for the lawful use of the Premises and the Store Sites for the purposes herein provided and Tenant shall pay all personal property taxes, income taxes, license fees, and other taxes which are or may be assessed, levied or imposed upon Tenant in connection with Tenant's operation of its business upon the Premises and the Store Sites. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and other policies of insurance at any time in force with respect to the Premises and the Store Sites.

12. **ASSIGNMENT AND SUBLETTING.**

12.1. **Assignment and Subletting.** The identity and financial position of the Tenant is a material consideration of Landlord entering into this Lease. Tenant shall not, voluntarily, involuntarily, or by operation of law, sell, mortgage, pledge, or in any manner transfer or assign this Lease, in whole or in part, nor sublet all or any part of the Premises or any Store Site, nor license concessions, nor permit any other persons other than Tenant to occupy same without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion, references elsewhere herein to assignees, subtenants or other persons notwithstanding. Notwithstanding the foregoing, Landlord's consent shall not be required in the following events: (i) if the Tenant becomes a publicly traded company on a national stock exchange; or (ii) if Tenant merges into a company whose stock is traded on a national stock exchange, provided that the surviving entity has a net worth greater than Tenant's net worth immediately preceding the merger. Tenant shall have the right to sublet the Permitted Closed Stores in accordance with **Section 29** below.

If at any time during the term of this Lease any membership interest of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law, or other dispositions so as to result in a change in the present effective control of Tenant by the person or persons owning a majority of said membership interest on the date of execution of this Lease, then such event shall constitute an assignment for the purposes of this Lease and Tenant shall give Landlord written notice of same and obtain Landlord's consent. Notwithstanding the foregoing, a membership interest of Tenant may be transferred by respective members of Tenant to immediate family members (i.e. spouses and lineal descendants and no others) of such respective member for solely estate planning purpose or upon death of said member and same will not be deemed to be

an assignment hereunder. In the event Landlord receives notice other than from Tenant of such transfer, then Landlord shall have the right within thirty (30) calendar days after receipt of such other notice to terminate this Lease. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall, at the option of Landlord, constitute grounds for termination of this Lease or an Event of Default under this Lease. Any consent by Landlord to an assignment of this Lease or to one subletting or such use or occupancy of the Premises shall not be a waiver of Landlord's rights under this Section as to any subsequent assignment, subletting or such use or occupancy. Tenant may not sublet a portion of the Premises without the express written consent of Landlord, which may be withheld in Landlord's sole discretion.

12.2. **No Release of Tenant.** No subletting or assignment shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be consent to any assignment or subletting.

12.3. **Written Instrument.** Each subletting or assignment to which Landlord has consented, if any, shall be by an instrument in writing in form satisfactory to Landlord, in Landlord's reasonable discretion, and shall be executed by the sublessor or assignor and by the sublessee or assignee in each instance, as the case may be, and each sublessee or assignee shall agree in writing for the benefit of the Landlord herein to assume, to be bound by, and to perform the terms, covenants, agreements and conditions of this Lease to be done, kept and performed by the Tenant. One original executed copy of such written instrument shall be delivered to the Landlord.

12.4. **Overhead and Attorneys' Fees to Approve Assignment or Sublet.** Tenant shall be responsible to pay as additional rent all of Landlord's reasonable administrative costs, overhead and attorneys' fees and costs incurred by Landlord relating to any proposed assignment or subletting of this Lease, regardless of whether or not Landlord consents to such assignment or subletting.

13. **COVENANTS.**

13.1. **Landlord's Assurances.** To induce Tenant to execute this Lease, and in consideration thereof, Landlord warrants, represents, covenants and agrees as follows: (i) Landlord has good, marketable and insurable fee simple title to the Premises; (ii) To the best of Landlord's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Land or any portion thereof nor has Landlord knowledge that any such action is presently contemplated; (iii) The execution of this Lease has been duly and validly authorized on behalf of Landlord; (iv) To the best of Landlord's knowledge, there are no parties in possession of any portion of the Premises as lessees, tenants at sufferance or trespassers; (iv) There is no pending litigation

against Landlord which would have a material adverse affect on this Lease; (v) To the best of Landlord's actual knowledge, without independent inquiry, Landlord has not received any notice that the Premises currently violates any applicable laws, including any environmental laws; and (vi) all taxes assessed against the Premises for year 2000 have been paid in full.

13.2. **Tenant's Covenants.** Tenant represents and covenants to Landlord that (i) Tenant has inspected the land, buildings, improvements, furnishings and equipment comprising the Premises, and accepts same pursuant to this Lease in their current as-is, where-is condition, with all faults or defects, both latent and patent, without any representation or warranty of any type by Landlord except as specifically set forth in Section 13.1 above; (ii) Tenant has not relied on any representation, whether oral or written, other than those set forth in this Lease; (iii) Tenant shall not store or dispose of hazardous waste or materials, as defined by federal law in, on or about the Premises or any Store Site, and Tenant further indemnifies and agrees to hold Landlord harmless from any claims, liabilities or damages incurred in connection with Tenant's storage, use or disposal of any hazardous waste or hazardous materials; (vi) Tenant accepts the Premises in their current, as-is, where-is condition, with all faults and defects, including the current state of title thereto without any covenant or warranty as to suitability for any purpose; and (vii) the party executing this Lease warrants that he/she has been give approval and has authority to execute this Lease on behalf of the Tenant.

13.3. **Quarterly Reports by Tenant.** Within fifteen days after the expiration of each quarter, Tenant shall submit to the Landlord a written statement verified by a duly authorized officer of Tenant, and certified to be true and correct showing in reasonably accurate detail satisfactory to Landlord the amount of gross sales of Tenant during the preceding quarter. The statements referred to herein shall be in such form and style and contain such details and breakdown as the Landlord may reasonably require. If Tenant shall fail to prepare and deliver such quarterly report after fifteen (15) days written notice to Tenant from Landlord of such failure, then it shall constitute an Event of Default hereunder.

14. **INSURANCE.**

14.1. **Liability Insurance.** Tenant shall obtain and keep in force during the term of this Lease, a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be in the amount of not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or death of one (1) person in any one (1) accident or occurrence, and in an amount not less than Ten Million Dollars (\$10,000,000.00) for injury or death of more than one (1) person in any one (1) accident or occurrence. Notwithstanding the aforementioned, the above amount shall be subject to increase at any time, from time to time, if Landlord, in

the exercise of its reasonable discretion, shall deem it necessary for adequate protection. Within thirty (30) calendar days after demand for such increased insurance coverage by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with. If Tenant shall fail to procure and maintain the insurance described above, Landlord may, but shall not be required to, after five (5) days written notice to Tenant, procure and maintain the same, but at the sole cost and expense of Tenant and Tenant shall reimburse Landlord for any expenditures for insurance within ten (10) calendar days following demand therefor.

14.2. **Property Insurance.** Tenant shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to all improvements located on the Premises and for all Store Sites in the amount not less than the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk) and sprinkler leakage (if applicable). If Tenant shall fail to procure and maintain the insurance described above, Landlord may, but shall not be required to, after five (5) days written notice to Tenant, procure and maintain the same, but at the sole cost and expense of Tenant and Tenant shall reimburse Landlord for any expenditures for insurance within ten (10) calendar days following demand therefor. Tenant shall be named as loss-payee on all such policies.

14.3. Tenant's insurance shall be with a Best's A rated company licensed to transact business in the State of Ohio. Landlord and Landlord's mortgagee, if any, shall be named as additional insureds under Tenant's insurance, and such insurance shall be primary and non-contributing with any insurance carried by Landlord. Tenant's insurance policies shall contain endorsements requiring thirty (30) calendar days written notice to Landlord and Landlord's mortgagee, if any, prior to any cancellation or any reduction in amount of coverage. Tenant shall deliver to Landlord as a condition precedent to its taking occupancy of the Premises (but not to its obligation to pay rent), a certificate or certificates evidencing such insurance acceptable to Landlord and Tenant shall at least thirty (30) calendar days prior to the expiration of such policies, deliver to Landlord certificates of insurance evidencing the renewal of such policies.

14.4. Tenant as a material part of the consideration to be rendered to Landlord, hereby agrees that it will indemnify Landlord and save it harmless from and against any and all claims actions, damages, liabilities and expenses in connection with loss of life, personal injury and or damage to property arising from or out of any occurrence in, upon or at the Premises or any Store Site, or the occupancy or use by Tenant of the Premises or any Store Site or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord

in connection with such litigation. This indemnity does not include the intentional acts or willful negligence of Landlord or its agents or employees.

14.5. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for personal injury, death, property damage or other loss to Tenant, its agents, employees, officers, contractors, licensees, invitees or third persons in or about the Premises or any Store Site from any cause, except the intentional acts or willful negligence of Landlord or its agents or employees, arising at any time.

14.6. **Waiver of Subrogation.** Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by a casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage.

14.7. **Damage or Destruction Insured.** If any Store Site is damaged or destroyed by a casualty, Tenant shall, at Tenant's sole cost and expense, repair such damage as soon as possible, and this Lease shall continue in full force and effect. Base Rent and all other charges payable hereunder shall not be abated during any such reconstruction period.

14.8. **Workmen's Compensation.** Tenant shall, at its own expense, procure and maintain throughout the term of the Lease, Worker's Compensation Insurance in at least the statutorily required amounts.

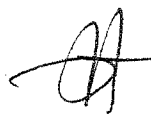
14.9. **Other Insurance.** Tenant shall, at its own expense, procure and maintain any other insurance required from time to time by Landlord and commonly required by other commercial landlords in the State of Ohio provided, however, Tenant shall not be required to carry environmental insurance.

15. **CONDEMNATION.** If, during the term of the Lease, there is any taking of all or any part of the Premises, or any improvements thereon, or any interest in this Lease, by condemnation or right of eminent domain or by private purchase in lieu thereof, the rights and obligations of the parties hereto shall be determined as set forth below:

15.1. In the event of a taking of a Store Site, or any of the improvements thereon which would prevent the operation of the improvements as contemplated herein, then this Lease shall terminate only as to the Store Site so taken as of the date of the taking; and the Base Rent shall be reduced by the number of Store Sites taken divided by forty-eight (48) multiplied by the Base Rent.

15.2. Tenant shall have the right to make a separate claim against the condemnor for removal

expenses, in Landlord's sole opinion, dislocation damages and moving expenses in connection with a condemnation. Except as aforesaid, Tenant hereby waives all claims against Landlord and all claims against the condemnor, and Tenant hereby assigns to Landlord all claims against the condemnor including, without limitation, all claims for leasehold damages and diminution in the value of Tenant's leasehold interest. If only part of the Premises is taken or condemned for a public or quasi-public use and this Lease is not terminated pursuant to **Section**, the net proceeds of any condemnation award recovered by reason of any taking or condemnation of the Premises in excess of the cost of collecting the award and in excess of any portion thereof attributable to the then current market value of the land taken or condemned (such excess being hereinafter called the "net condemnation proceeds") shall be held in trust by Landlord or any mortgagee of the Premises and released for the purpose of paying the fair and reasonable cost of restoring the building and other improvements damaged by reason of the taking or condemnation. If such proof indicates that such net condemnation proceeds are not adequate, Tenant shall pay, out of funds other than such net condemnation proceeds, the amount by which the estimated cost will exceed such net condemnation proceeds and shall furnish proof to Landlord of the payment of such excess for work performed before Landlord or any such mortgagee shall release any part of such net condemnation proceeds. Tenant shall also be liable for any costs in excess of the estimated cost. If such net condemnation proceeds are more than adequate, the amount by which such net condemnation proceeds exceed the cost of restoration will be retained by Landlord or applied to repayment of any mortgage secured by the Premises. In the event that the parties are unable to agree upon the portion of the award attributable to the then current market value of the land taken or condemned or in the event that the parties are unable to agree upon the fair and reasonable cost of restoring the building and other improvements damaged by reason of the taking or condemnation, either party may submit the issue for arbitration pursuant to the rules then obtaining of the American Arbitration Association and the determination or award rendered by the arbitrator(s) shall be final, conclusive and binding upon the parties and not subject to appeal, and judgment thereon may be entered in any court of competent jurisdiction. Neither Landlord nor Tenant shall be responsible or liable to the other for any taking and any award by settlement or litigation shall be the sole responsibility of the party claiming an interest in the property taken. Termination of this Lease as a result of condemnation shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by such condemnation from the condemnor. For the purpose of this **Section**, a "condemnation" or "taking" shall include a negotiated sale or lease and transfer of possession to a condemning authority under a bona fide threat of condemnation. Notwithstanding the foregoing, in the event of a partial taking of a Store Site that is also a Permitted Closed Store pursuant to Section 29 below, Tenant shall not be required to restore such Store Site.



16. **DEFAULTS BY TENANT; REMEDIES.**

16.1. **Defaults by Tenant.** The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, if any, constitute an "Event of Default" hereunder:

16.1.1. For the purpose hereof, the term "Material Monetary Default" shall mean the failure by Tenant to make any payment of Base Rent or the Estimated Tax payments as and when due, or the failure of Tenant to maintain the insurance coverage required in Section 14 above, and such failure continues for a period of five (5) days after written notice thereof to Tenant by Landlord; provided, however, Landlord shall not be required to give Tenant notice more than twice in any twelve (12) month period and any subsequent Material Monetary Default in the same twelve month period shall be an immediate event of default with no notice requirement or opportunity to cure whatsoever;

16.1.2. For the purpose hereof, the term "Non-Material Monetary Default" shall mean any failure by Tenant to pay any charge or sum(s) of money payable by Tenant under this Lease (other than payments of Base Rent, Estimated Tax Payments and insurance premiums required to maintain the insurance coverage set forth in Article 14 above), and such failure continues for a period of five (5) days after written notice thereof to Tenant by Landlord; provided, however, Landlord shall not be required to give Tenant notice more than twice in any twelve (12) month period and any subsequent Non-Material Monetary Default in the same twelve month period shall be an immediate event of default with no notice requirement or opportunity to cure whatsoever.

16.1.3. For the purpose hereof, the term "Non-Monetary Default" shall mean:

(a) any failure by Tenant to observe or perform any of the terms, covenants, conditions or provisions of this Lease to be observed or performed by Tenant and such failure shall continue for a period of fifteen (15) calendar days after written notice thereof to Tenant by Landlord, or if the nature of Tenant's default or breach is such that more than said fifteen (15) calendar days are reasonably required for its cure, then Tenant shall not be deemed to be in default or breach if Tenant commences such cure within such fifteen (15) calendar day period and thereafter diligently prosecutes the cure to completion not later than forty-five (45) calendar days following written notice thereof by Landlord.

(b) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease,

where possession is not restored to Tenant within sixty (60) calendar days; the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) calendar days; or, if Tenant shall admit its inability to pay its debts generally as they become due;

(c) Tenant's removal or attempt to remove, or manifesting an intention to remove Tenant's goods or property from or out of the Premises (other than the Permitted Closed Stores, as defined below) otherwise than in the ordinary and usual course of business without first having paid and satisfied Landlord for all rent which may become due during the entire term of this Lease; or

(d) Tenant shall enter into an assignment or subletting other than as specifically permitted herein.

(e) Tenant shall permit to be done anything which creates a lien upon any Store Site and such lien is not removed, by bond or otherwise, within fifteen (15) days of the filing of such lien.

(f) The failure of any representation or warranty by Tenant to be true when deemed given hereunder.

(g) Discontinuance by Tenant of the conduct of its business in any Store Site, other than the Permitted Closed Stores, during the term of this Lease or any renewals or extensions thereof.

(h) Other than the Permitted Closed Stores, vacation or desertion of any Store Site or permitting the same to be empty and unoccupied during the Term of this Lease or any renewals or extensions thereof.

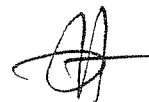
16.2. Remedies.

16.2.1. Upon an Event of Default, Landlord may, in its sole discretion, at any time after Tenant's default or violation of any term, covenant, agreement or condition, re-enter and take possession of the Premises without terminating this Lease, and remove any property contained therein without any liability to Tenant therefor. Such re-entry shall not constitute a trespass by Landlord nor a forfeiture of any rents to be paid and the terms, covenants, agreements and conditions to be kept and performed hereunder by Tenant for the full term of this Lease. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. In the event of such re-entry, Landlord shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Landlord may determine, and to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such terms, covenants, agreements and conditions as Landlord may elect in

its sole discretion, applying the net rentals from such letting first to the payment of Landlord's expenses incurred in dispossessing Tenant and the cost and expense of making such improvements, alterations and repairs in the Premises as may be necessary in order to enable Landlord to relet the same, and to the payment of any brokerage commissions or other necessary expenses of Landlord in connection with such re-letting. The balance, if any, shall be applied by Landlord, from time to time, on account of payments due or payable by Tenant hereunder, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficits remaining unpaid as Landlord may deem favorable from time to time without obligations to await the end of the term of this Lease for the final determination of Tenant's account. The failure or refusal of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. Landlord may make such alterations, repairs, replacements and decorations in the Premises as Landlord, in Landlord's sole discretion, considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations, repairs, replacements, or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall, in no event, be liable in any way whatsoever for failure to relet the Premises, or, in the event the Premises are relet, for failure to collect the rent or any other sums or charges due Landlord under this Lease under such reletting.

16.2.2. Any and all property which may be removed from the Premises by Landlord, pursuant to the authority of this Lease or of law, to which the Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and the Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property. Any such property of Tenant not removed from the Premises shall be conclusively deemed to have been forever abandoned by Tenant and may either be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit in its sole discretion.

16.2.3. Tenant agrees, that if it shall at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Landlord may, but shall not be obligated to, and after delivering written notice to Tenant and Tenant fails to pay such sum or perform such act within five (5) days after receipt of such notice and without waiving, or releasing Tenant from any obligation under this Lease, make such payment or perform such other act to the extent Landlord, in its sole discretion, may deem desirable, and in connection therewith, to pay expenses and employ counsel. All sums so paid by Landlord and all expenses in connection therewith, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate of interest permitted under applicable law from time to time, whichever is higher, from the date of payment, shall be deemed additional rent hereunder and payable at the time of the next



installment of rent thereafter becoming due and Landlord shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, as in the case of default in the payment of rent.

16.2.4. Intentionally Deleted.

16.2.5. Upon an Event of Default, Landlord, at its sole option, may immediately terminate this Lease. Notwithstanding anything to the contrary contained herein, if Landlord elects to terminate this Lease upon the occurrence of an Event of Default, Landlord shall forthwith, upon such termination, be entitled to recover as liquidated damages, and not as a penalty, an amount equal to all rent then due under this Lease and all of the Base Rent and Additional Rent which would have become due in the subsequent twelve (12) month period had the Lease not been terminated. In addition, upon the one year anniversary of the Lease termination date and each one year anniversary thereafter, Landlord shall be entitled to recover from Tenant the Base Rent and Additional Rent which would have become due in such twelve (12) month period subsequent to the respective anniversary date had the Lease not been terminated. In the event (i) this Lease has been terminated, (ii) Tenant has paid the Base Rent and Additional Rent twelve (12) months in advance pursuant to this Section, and (iii) Landlord relets the Premises to an unrelated third party (a "Subtenant") for any part of the twelve (12) month period in which Tenant has paid in advance, Landlord shall promptly after the expiration of such twelve (12) month period refund to Tenant any rental collected from Subtenant related to the period in which Tenant has prepaid less rental expenses related to such rental, but such sum shall not exceed the amount Tenant has paid to Landlord for such rental period. Nothing contained herein shall place an affirmative duty on Landlord to mitigate its damages nor shall Landlord's failure to mitigate its damages entitle Tenant to any reduction in any sums owed Landlord pursuant to this Lease.

16.2.6. If any of Tenant's checks for rent are dishonored by Tenant's bank, the amount due shall be subject to a late charge and treated accordingly. In addition thereto, Tenant shall pay to Landlord a service charge covering administrative expenses relating thereto in the amount of five percent (5%) of any such check. If during the term of this Lease more than two (2) of Tenant's checks are so dishonored by Tenant's bank, then Landlord, in Landlord's sole discretion, may require all future rent of Tenant to be paid by cashiers check or money order only.

16.2.7. In addition to the late charge, any payments required to be made by Tenant under the provisions of this Lease not made by Tenant when five (5) days of their due date, shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate of interest permitted under applicable law from time to time, from the date when the particular amount became due to the date of payment thereof to Landlord.

16.2.8. In the event of a breach or threatened breach by Tenant of any of the terms,

covenants, agreements or conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises, by reason of the violation by Tenant of any of the terms, covenants, agreements or conditions of this Lease or otherwise; and further expressly waives service of any notice of Landlord's intention to re-enter.

Notwithstanding the aforementioned, Tenant shall pay all reasonable and singular the costs, charges, expenses, and attorneys' fees, incurred or paid at any time by Landlord, including initial collection efforts and continuing through all litigation (provided Landlord is the prevailing party in any such litigation), appeals and any post-judgment execution efforts until fully satisfied, because of the failure of Tenant to perform, comply with and abide by each and every of the terms, covenants, agreements and conditions of this Lease.

Notwithstanding the foregoing, Landlord shall not terminate this Lease for a Non-Material Monetary Default or a Non-Monetary Default without first giving Tenant additional written notice and five (5) business days from receipt of such notice to cure such Event of Default.

17. **LANDLORD'S ENTRY ON PREMISES.**

17.1. **Right to Enter.** Landlord or its authorized representative shall have the right to enter the Premises and any Store Site at all reasonable times for any of the following purposes upon twenty-four (24) hour notice to Tenant or in the event of an emergency, immediately, with no notice required:

17.1.1. To determine whether Tenant is complying with its obligations under this Lease;

17.1.2. To serve any notice as required or allowed under provisions of this Lease;

17.1.3. To show the Premises to prospective brokers, agents, buyers, tenants or persons interested in purchasing, leasing or financing the Premises at any reasonable time during the term hereof; and to place upon the Premises any usual or ordinary "For Sale" or "For Lease" signs at any time ("For Lease" only within one hundred eighty (180) calendar days prior to the expiration of this Lease or any renewal option term); or

17.1.4. To do or perform or cause to be done or performed any act necessary for the safety or preservation of the Premises or other improvements on the Premises, provided that Landlord first notifies Tenant of the required curative or preventative work, and Tenant fails to complete such work within a

reasonable period of time.

17.2. **Duties Upon Entering.** Landlord shall conduct its activities on the Premises as allowed in this Section 17 in a manner that will cause the least reasonably possible inconvenience, annoyance, or disturbance to Tenant. Landlord agrees to indemnify and hold Tenant harmless from and against any reasonable loss, liability or damage which results from the willful negligence of Landlord, or its employees, agents or representatives which Tenant may suffer as a result of any such entry upon the Premises by Landlord, or its employees, agent or representatives permitted under this Section 17.

18. **ATTORNMEN**T. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

19. **SUBORDINATION.** The rights of Tenant hereunder are and shall, at the election of any mortgagee of Landlord, be subject and subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Premises (or any portion(s) thereof) or any Store Site, and to all advances made or hereafter to be made upon the security thereof; provided that said mortgagee agrees in writing that Tenant's use or possession of the Premises shall not be disturbed and that Tenant shall have the right to continue to occupy the Premises pursuant to the terms and conditions of this Lease. In addition, Landlord agrees to use good-faith efforts to obtain a non-disturbance agreement containing the provisions set forth in the immediately preceding sentence from existing mortgage holders. This Section shall be self-operative and no further instrument of subordination shall be required by any such mortgagee, but Tenant agrees upon notice of Landlord, from time to time, to execute whatever documentation may be required to further effect the provisions of this Section.

20. **MECHANICS' LIENS.** Notwithstanding any provision of this Lease to the contrary, Tenant shall never, under any circumstances, have the power to subject the interest of Landlord in the Premises of which it is a part to any mechanics' or materialmen's liens or liens of any kind nor shall any provision in this Lease ever be construed as empowering Tenant to encumber or cause Tenant to encumber the title or interest of Landlord in the Premises of which it is a part.

Neither Tenant nor anyone claiming by, through or under Tenant, including, but not limited to, contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any

kind of lien whatsoever upon the Premises of which it is a part, or any improvement thereon. Any such liens are specifically prohibited. All parties with whom Tenant may deal are put on notice that the Tenant has no power to subject Landlord's interest to any claim or lien of any kind or character, and all such persons so dealing with Tenant must look solely to the credit of Tenant, and not to Landlord's interest or assets. Tenant shall put all such parties with whom Tenant may deal on notice of the terms of this Section.

If at any time a lien or encumbrance is filed against the Premises, as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge said lien or encumbrance, by bond or otherwise, and if said lien or encumbrance has not been removed within fifteen (15) calendar days from the date it is filed, Tenant agrees to deposit with Landlord cash in an amount equal to one hundred fifty percent (150%) of the amount of the lien, to be held by Landlord (without interest to Tenant, except as may be required by law) until such lien is discharged. If at any time a lien or encumbrance is filed against the Premises, as a result of Tenant's work, materials or obligations, and if said lien or encumbrance has not been removed, by bond or otherwise, within fifteen (15) calendar days from the date it is filed, same shall constitute an Event of Default.

Notwithstanding anything to the contrary set forth in this **Article**, prior to the making of any alterations, additions, improvements or repairs to a Store Site in excess of \$65,000.00, Tenant shall (i) cause to be filed in the Office of the Clerk of the Court of the County in which the Premises are located a Waiver of Mechanics' and Materialmen's Liens in form reasonably satisfactory to Landlord's counsel, such waivers to be binding on all subcontractors and materialmen, or (ii) provide a payment and performance bond reasonably acceptable to Landlord.

Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific alteration, addition, improvement or repair to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

21. **SURRENDER OF PREMISES.**

21.1. **Surrender.** On the expiration of the term of this Lease or earlier termination pursuant to the terms hereof, Tenant shall surrender to Landlord the Premises and all Store Sites and such improvements and alterations as have become part of the Premises or any Store Site pursuant to the terms hereof; such fixtures or alterations which Tenant has a right to remove or is obligated to remove under the provisions hereof shall be removed and repairs made for damages caused to the Premises not later than the expiration or termination of

this Lease. Tenant shall surrender the Premises and all Store Sites without any material damage to the Premises (ordinary wear and tear excepted) occasioned by the removal of Tenant's trade fixtures, furnishings and equipment and Tenant shall be responsible for any repairs required as a result of such damage.

21.2. **Holdover Tenancy.** If Tenant shall hold over after the expiration of the term of the Lease, at Landlord's option, Tenant may be deemed to be occupying the Premises as a tenant from month to month, which tenancy may be terminated by seven (7) calendar days notice. During such tenancy, Tenant agrees to pay to Landlord, monthly in advance, rent in an amount equal to two hundred percent (200%) of the monthly installment of all rent which was payable on the last day of the term of the Lease, unless a different rate is mutually agreed upon by written agreement, and to be bound by all of the terms, covenants, agreements and conditions herein specified. If Landlord relets the Premises (or any portion(s) thereof) to a new tenant and the term of such new lease commences during the period for which Tenant holds over, Landlord shall be entitled to recover from Tenant any and all costs, legal expenses, attorneys' fees, damages, loss of profits or any other expenses incurred by Landlord as a result of Tenant's failure or inability to deliver possession of the Premises to Landlord when required under this Lease.

22. **RELATIONSHIP OF PARTIES.** It is understood and agreed that neither Landlord nor Tenant shall, be construed or held to be a partner or associate of the other in the conduct of the other's business or otherwise, or joint adventurer or a member of a joint enterprise with the other, nor does anything in this Lease confer any interest in either Landlord or Tenant in the conduct of the other's business; but it is understood and agreed that the relationship is, and at all times shall remain, that of landlord and tenant.

23. **SIGNAGE.** Landlord hereby grants to Tenant the right, at Tenant's sole cost and expense, subject to applicable laws and regulations of governmental authorities to install, maintain, repair and replace on or about the Premises its standard signs. Further Landlord agrees to execute and deliver to Tenant all documents and Landlord approvals necessary to aid Tenant in obtaining any required governmental permits and approvals required for the installation of Tenant's signs. With respect to all signs that it shall install, Tenant agrees to maintain the same in good repair, order and condition and to remove any signage permitted under this Section upon the request of Landlord at the end of the term of this Lease.

24. **ACCORD AND SATISFACTION.** No receipt and retention by Landlord of any payment tendered by Tenant in connection with this Lease shall give rise to or support or constitute an accord or satisfaction, or a compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion



to the contrary (whether by notation on a check or in a transmittal letter or otherwise), unless Landlord expressly agrees to an accord and satisfaction, or a compromise or other settlement in a separate writing duly executed by Landlord. Landlord may receive and retain, absolutely and for itself, any and all payments so tendered, notwithstanding any accompanying instructions by Tenant to the contrary. Landlord will be entitled to treat any such payments as being received on account of any item or items of rent, interest, expense or damage due in connection herewith, in such amounts and in such order as Landlord may determine in its sole discretion.

25. **SEVERABILITY**. The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term hereof shall be invalid or unenforceable, the parties agree that such term shall be stricken from this Lease, the same as if it never had been contained herein. Such invalidity or unenforceability shall not extend to any other term of this Lease, and the remaining terms hereof shall continue in effect to the fullest extent permitted by law, the same as if such stricken term never had been contained herein.

26. **SUCCESSORS AND ASSIGNS**. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and assigns of said parties, subject to the provisions of Section 12 hereinabove. No rights, however, shall inure to the benefit of any assignee or sublessee of Tenant unless the assignment or sublease to such assignee or sublessee has been approved by Landlord in writing as aforesaid. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one landlord or tenant and to either corporations, associations, partnerships, or individuals, male or females, shall in all instances be assumed as though in each case fully expressed.

27. **CAPTIONS AND SECTION NUMBERS**. The captions and section numbers and headings of this Lease are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

28. **LIMITATION OF LANDLORD'S LIABILITY**. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or the individual partners, shareholders, directors, officers, employees or agents of Landlord, and Tenant shall look solely to Landlord's interest in the Premises, and to no other assets of Landlord, for satisfaction of any liability in respect of this Lease, and will not seek recourse against the individual partners, shareholders, directors, officers, employees or agents of Landlord or any of their

personal assets for such satisfaction. No other properties or assets of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of landlord and tenant, or Tenant's use of the Premises. Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) shall be an action for either declaratory judgment or specific performance.

29. **PERMITTED CLOSED STORES.** Notwithstanding anything contained herein to the contrary, Tenant is expressly authorized to discontinue the conduct of its business on no more than ten (10) Store Sites ("Permitted Closed Stores") during the entire Term of this Lease (including any extension periods) upon prior thirty (30) day written notice to Landlord. Landlord may, at its sole election, within ninety (90) days from receipt of such notice elect to recapture and remove any such Permitted Closed Store from this Lease upon written notice to Tenant. In the event Landlord elects not to recapture a Permitted Closed Store, Tenant shall have the right to sublet such Permitted Closed Store to a third party for any lawful use with Landlord's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned. In the event Tenant subleases a Permitted Closed Store for consideration (the "Subrent") in amount greater than one-forty-eighth (1/48th) of then current monthly Base Rent plus any additional rent attributable to such Permitted Closed Store (the "Excess Consideration") as calculated by the Landlord, in its reasonable discretion, Tenant shall remit fifty percent (50%) of the Excess Consideration to Landlord within five (5) days of Tenant's receipt from such subtenant. For purposes of this Lease, all sums paid by subtenant to Tenant, whether designated as deposits or otherwise, shall be considered as Subrent. Tenant shall provide Landlord with copies of documents related to any such subtenant. This Lease shall remain in full force and effect as it relates to any Store Sites not so recaptured by Landlord; provided, however, the definition of Premises shall no longer be deemed to contain such recaptured Store Site(s) and the Base Rent shall be proportionately reduced to a number equal to the Base Rent set forth in this Lease multiplied by a number which the numerator is the number of remaining Store Sites and the denominator is forty-eight.

30. **EFFECT OF BANKRUPTCY.**

30.1. Tenant shall not assign, mortgage or encumber this Lease, nor sublet, nor suffer or permit the Premises or any part thereof to be used by others, except as set forth in **Section 12** hereinabove; provided, however, that if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, 11 U.S.C. #101 et seq. (the "Bankruptcy Code"), any and all monies or other considerations payable or

otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord.

30.2. If a Bankruptcy Trustee or Judge assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to such Bankruptcy Trustee or Judge, then notice of such proposed assignment, setting forth (i) the name and address of such person, (ii) all of the terms and conditions of such offer, and (iii) the adequate assurance to be provided Landlord to assure such person or entities future performance under this Lease, including, without limitation, the assurance referred to in **Section 365(b)(3)** of the Bankruptcy Code, shall be given to Landlord by such Bankruptcy Trustee or Judge no later than twenty (20) calendar days after receipt by the Tenant, but in any event no later than ten (10) business days prior to the date that any such Bankruptcy Trustee shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Landlord shall thereupon have the prior right and option, to be exercised by notice to such Bankruptcy Trustee or Judge at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

30.3. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument reasonably acceptable to Landlord confirming such assumption. This Lease may not be assigned in part.

30.4. In the event Tenant seeks relief under the Bankruptcy Code, the following elements shall constitute adequate assurance of future performance:

30.4.1. Payment of four (4) months rent in advance;

30.4.2. Payment of a security deposit equal to four (4) months rent;

30.4.3. Verifiable net worth of any such assignee, equal to at least twenty-four (24) months rent; and

30.4.4. Execution of a security interest or mortgage in favor of Landlord in property of the trustee or assignee to secure full performance of Tenant's obligations under this Lease.

31. **AUTHORITY.** If Tenant signs as a corporation, partnership, or other firm or entity, each of the persons executing this Lease, on behalf of Tenant, does hereby covenant and warrant, as applicable, that Tenant is duly authorized to transact business, is in good standing and existing, that Tenant has and is qualified to do business in the State of Ohio, Tenant has full right and authority to enter into this Lease, and that the persons signing on behalf of Tenant were authorized to do so.

32. **TIME OF ESSENCE.** Time is of the essence with respect to each and every provision of this Lease.

33. **INTERPRETATION OF LEASE.** This Lease shall be construed and interpreted in accordance with the laws of the State of Ohio.

34. **INTEGRATION.** This Lease and the documents specifically referred to herein, upon acceptance by the parties hereto, constitutes the sole and only agreement between Landlord and Tenant as to the subject matter hereof, and is intended by each to constitute the final written memorandum of all of their agreements and understandings in this transaction. No representations or warranties, express or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by Landlord or Tenant which are not expressly set forth herein; and if Landlord or Tenant has attempted to make such representations, warranties, promises or prior agreements, the same are each superceded hereby and waived.

35. **ATTORNEYS' FEES.** If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Lease, or to interpret this Lease or any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, whether or not the action or proceeding goes to final judgment, in addition to any other relief which it or they may be entitled to. Any reference in this Lease to attorneys' fees shall include attorneys' fees incurred in both trial and appellate levels.

36. **COUNTERPARTS.** This Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

37. **NOTICE.** Except as otherwise provided herein, any notice to be given hereunder by either party to

the other shall be in writing and shall be effected by personal service or by sending the same by registered, certified or express mail, postage prepaid, return receipt requested, and will be deemed communicated as of date of the actual or attempted receipt; provided, however, notices shall be deemed received no later than five (5) calendar days following the date of sending. Notices shall be addressed as set forth below, but each party can change its address by written notice to the other in accordance with this **Section**:

If to Landlord:
Triple R Associates
6300 NE 1st Avenue
Suite 300
Fort Lauderdale, Florida 33334
Attn: Wesley P. Weeks

With a copy to:
Angelo, Barry & Boldt, P.A.
SunTrust Center, Suite 850
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

If to Tenant:
SETLA, LLC
621 NE 53rd Street
Suite 650
Boca Raton, Florida 33487
Attn: Robert H. Alrod

With a copy to:
Akin, Gump, Strauss, Hauer & Feld, L.L.P.
399 Park Avenue
New York, New York 10022
Attn: Robert G. Koen, Esq.

38. **NON-WAIVER**. The waiver by Landlord of any breach of any term, covenant, agreement or condition herein contained shall not be a waiver of such term, covenant, agreement or condition or any subsequent breach of the same or any other term, covenant, agreement or condition herein contained. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant. No reentry hereunder or as previously set out shall bar the recovery of rents or damages for the breach of any of the terms, covenants, agreements or conditions on the party of Tenant herein contained. The delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of any preceding breach by Tenant of any term,



covenant, agreement or condition of this Lease, or a waiver of the right of Landlord to annul this Lease or to reenter the Premises or to relet same.

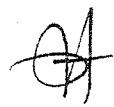
39. **MISCELLANEOUS.** The provisions of this Lease shall be construed so as to eliminate any duplication of any charges due to or from either Landlord or Tenant. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if all parties prepared this Lease. Tenant agrees to comply with all of the rules and regulations promulgated by Landlord, whether or not such rules and regulations exist now or are established in the future.

40. **ENVIRONMENTAL.**

40.1. **Tenant's Warranties and Indemnification.** Tenant warrants and represents that it will not use or employ the Landlord's and/or the building property, facilities, equipment or services to handle, transport, store, treat or dispose of any hazardous waste or hazardous materials or substances whether or not it was generated or produced on the Premises; and Tenant further warrants and represents that any activity on, or relating to the Premises shall be conducted in full compliance with all applicable laws. Tenant agrees to defend, indemnify and hold harmless Landlord against any and all claims, costs, expenses, damages, liability and the like which Landlord may hereafter be liable for, suffer, incur or pay arising under any applicable laws and resulting from or arising out of any breach of the warranties and representations contained in this Lease, or out of any act or violation of any applicable laws on the part of the Tenant, its agents, employees or assigns. Tenant's liability under this provision shall survive the expiration or any termination of this Lease.

40.2. **Landlord's Indemnification.** Landlord shall protect, indemnify and hold harmless Tenant from and against any and all loss, damage, cost, expense, or liability (including reasonable attorneys' fees) (collectively, "Claims") directly related to a violation of or responsibility under any environmental laws arising from the presence of any hazardous substance on, under or about the Premises, which substance existed on, under or about the Premises prior to the date of this Lease, except that if such Claims are related to Tenant's, or Tenant's agents', contractors' or employees' use, manufacture, storage, release or disposal of a hazardous substance on, under or about the Premises from the date of this Lease forward.

41. **RIGHT TO ESTOPPEL CERTIFICATES.** Each party, within ten (10) business days after notice from the other party, shall execute and deliver to the other party, in reasonable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications and such additional facts within the requested party's knowledge as may be reasonably required



by the requesting party. Failure of either party to properly execute and deliver such certificate within ten (10) business days after request therefore shall be conclusive upon the non-responsive party as to the truth of all such statements contained therein and may be relied on by any person holding or proposing to acquire an interest in the Premises.

42. **SURVIVAL**. All indemnifications, assurances, warranties, representations, covenants and agreements made by Landlord or Tenant set forth in this Lease and all provisions hereof which by their terms must necessarily be performed after the commencement, termination or expiration of this Lease shall survive such commencement, termination or expiration.

43. **RECORDING SHORT FORM OF LEASE**. This Lease shall not be recorded but the parties hereto agree that, upon the written request of either party, they will execute, acknowledge, and deliver a short form of lease to the end that the same may be recorded in the official records of the County Recorder for the county in which the Premises are located. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease, and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. Recording charges and any stamp or like tax shall be paid by the requesting party.

44. **QUIET ENJOYMENT**. Upon Tenant paying the rent reserved hereunder and observing and performing all of the terms, covenants, agreements and conditions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term of this Lease.

45. **COMMISSION**. Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that, it did not negotiate with respect to this Lease of the Premises, through any broker, agent, finder, affiliate or other third party or incur any liability, contingent or otherwise, for brokerage or finder's fees or agent's commissions or other like payments in connection with this Lease, or the transactions contemplated hereby, and each party hereby agrees to hold harmless and indemnify the other from any claims, demands, causes of action or damages resulting from a breach of such representation and warranty.

46. **FORCE MAJEURE**. Neither party shall be liable for any delay or failure to perform its obligations hereunder due to any causes beyond its reasonable control, including, without limitation, fire, act of the public enemy, war, rebellion, insurrection, sabotage, transportation delay, labor dispute, shortages of material, labor, energy or machinery, or act of God, act of government or the judiciary.

47. **TENDER AND DELIVERY OF LEASE.** Submission of this Lease does not constitute an offer, right or first refusal, reservation of or option for the Premises or any other space or Premises in, on or about the Shopping Center. This Lease becomes effective as a lease upon execution and delivery by both Landlord and Tenant.

48. **TRANSFER OF LANDLORD'S INTEREST.** In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant agrees to look only to any such transferee (successor in interest) for the performance, from and after the date of such transfer, of Landlord's obligations under this Lease. All of the provisions of this Lease shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. Upon any such transfer, at Landlord's sole option, Tenant agrees to bifurcate this Lease into one or more leases. Tenant agrees to enter into all reasonably necessary documentation reasonably acceptable to Tenant to evidence such bifurcations and to reasonably cooperate with Landlord in any necessary amendments to such bifurcated leases to reflect changes in the number of Store Sites, Base Rent and any formulas contained in this Lease provided that the total Rent to be paid by Tenant shall not be increased and the terms and provisions of any such bifurcated lease shall be the same as the terms and provisions set forth in this Lease. Such bifurcated leases shall not contain any cross default language related to a Landlord default. In addition, Landlord agrees to reimburse Tenant for the reasonable attorney's fees incurred by Tenant in connection with the review of the bifurcated lease(s).

49. **WAIVER OF LANDLORD'S LIEN.** Landlord hereby expressly waives any lien (statutory, contractual or otherwise) on and to the personal property, fixtures, furnishings or merchandise which may be placed in or on the Premises.

50. **INCLUSION OF STORE 130.** Reference is hereby made to that certain Lease Agreement dated March 23, 1994 (the "Store" 130 "Lease") between The Uno-Ven Company, as Landlord, and Snapps Restaurants, Inc., as Tenant, for premises located at 4000 Mayfield Rd., South Euclid, Ohio ("Store 130"), which Store 130 Lease has been assigned to Tenant. Landlord has entered into a contract with The Uno-Ven Company to purchase Store 130. Upon the closing of such purchase, (a) the Store 130 Lease shall terminate, and (b) Store 130 shall be added as a Store Site under this Lease and Tenant shall occupy Store 130 under the terms and provisions of this Lease. The rent to be paid by Tenant for Store 130 shall be as follows:

(i) Date of Closing through September 30, 2006: \$1,750.00 per month.

(ii) October 1, 2006 through September 30, 2011: \$2,125.00 per month.

(iii) October 1, 2011 through September 30, 2016: \$2,500.00 per month.

(iv) First five-year extension: \$2,750.00 per month.

(v) Second five-year extension: \$3,025.00 per month.

51. **RIGHT OF FIRST REFUSAL.** In the event Landlord receives from an unrelated third party, any time during the term of this Lease or any extension or renewal of this Lease, a bona fide offer to purchase any of the Store Sites, and decides to sell such Store Sites for the amount named in the offer, Landlord shall promptly give written notice to Tenant of the terms of the offer. Upon receipt of such notice, Tenant shall have the option and privilege of purchasing such Store Sites at the stated price, and must notify Landlord in writing within three (3) business days after the date Tenant receives notice from Landlord whether it will purchase the Store Sites for the amount specified in the offer. If Tenant shall elect to exercise such option, a Purchase Contract shall be executed by the parties and title closed within a reasonable time thereafter, but in any event within thirty (30) days after the date Tenant receives Landlord's notice above. This Purchase Contract shall contain the same terms and conditions as those set forth in the bona fide offer to purchase. In the event Tenant elects not to purchase the Store Sites within the specified three (3) business day period, at the price specified by the third party's offer, Landlord may thereafter sell the Store Sites to the party making the offer, subject to Tenant's continuation of a leasehold estate granted by this Lease in accordance with the terms of Section 48 above. If for any reason the Store Sites are not sold to such party, notice of any subsequent bona fide offers acceptable to Landlord must be given to Tenant upon the same terms and conditions for acceptance or refusal as provided in this Section 49. This Section shall not apply to a transfer to an affiliate or related party of Landlord. Once a Store Site is sold in accordance with this Section (other than to an affiliate or related party of Landlord), no further Right of First Refusal shall apply to such Store Site and this Section shall be deleted in the bifurcated lease applicable to such Store Site.

52. **WAIVER OF TRIAL BY JURY AND COUNTERCLAIM.** IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER. IN THE EVENT OF SUIT BY LANDLORD TO COLLECT RENT, TENANT SHALL NOT

INTERPOSE ANY COUNTERCLAIM IN SUCH PROCEEDING PROVIDED, HOWEVER, TENANT MAY ASSERT SUCH COUNTERCLAIM IN A SEPARATE ACTION BROUGHT BY TENANT.

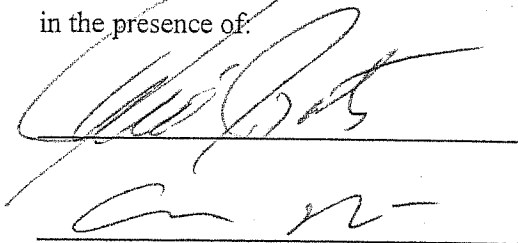
[EXECUTION APPEARS ON NEXT PAGE]

A handwritten signature or set of initials, possibly 'JH', written in dark ink.

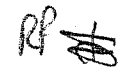
IN WITNESS WHEREOF, this Lease has been executed by the parties hereto on the day and year first above written.

Signed, Sealed and Delivered

in the presence of:



TENANT:

Landlord: RP 

Triple R Associates, Ltd., a Florida limited partnership

By: JJR Investment Corp., a Florida corporation, its General Partner

By:

Name: Robert Roschman

Title: Vice President

Dated:


10-15-2001

STATE OF FLORIDA)

) SS.:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of October, 2001 by Robert Roschman, as the Vice President of JJR Investment Corp., a Florida corporation, general partner of Triple R Associates, Ltd., on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.


Print or Stamp Name: _____

Notary Public, State of Florida at Large Gavin S Banta

Commission No.: _____



My Commission CC905316
Expires January 26, 2004

My Commission Expires: _____



Nick C. El
Chieft

LANDLORD: Tenant ~~HP~~

SETLA, L.L.C., a Delaware limited liability company

By: [Signature]

Name: R. ALROD

Title: MANAGING MEMBER

Dated: OCTOBER 15, 2001

STATE OF FLORIDA)

) SS.:

COUNTY OF BROWARD)

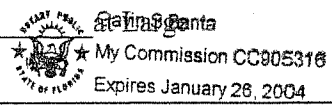
The foregoing instrument was acknowledged before me this 15th day of October, 2001 by Robert Alrod, as the Managing Member of SETLA, L.L.C., a Delaware limited liability company on behalf of said corporation. He is personally known to me or has produced _____ as identification.

[Signature]

Print or Stamp Name: _____

Notary Public, State of Florida

Commission No.: _____



My Commission Expires: _____

EXHIBIT "A"

STORE SITE ADDRESSES

Master Lease Properties (48)

101	3059 W. Broad St.	Columbus, OH 43204
102	700 Georgesville Rd.	Columbus, OH 43228
104	186 S. Sandusky St.	Delaware, OH 43015
105	2285 Morse Rd.	Columbus, OH 43229
106	1097 Cleveland Ave.	Columbus, OH 43201
107	3187 Cleveland Ave.	Columbus, OH 43224
108	6101 E. Main St.	Columbus, OH 43213
109	1940 E. Livingston Ave.	Columbus, OH 43209
110	1340 W. Mound St.	Columbus, OH 43223
111	438 Salem Ave.	Dayton, OH 45406
112	483 W. Main Street	Xenia, OH 45385
115	2585 E. 55 th	Cleveland, OH 44104
116	Harding Way	Lima, OH 45805
117	4154 Lee Road	Cleveland, OH 44128
119	3050 maple Ave.	Zanesville, OH 43701
120	1028 N. Memorial Dr.	Lancaster, OH 43130
121	27208 Lorain Rd.	N. Olmstead, OH 44070
122	2556 N. High St.	Columbus, OH 43202
123	4321 W. Tuscarawas	Canton, OH 44708
126	916 North Cable Rd.	Lima, OH 45804
129	1111 S. Smithville Rd.	Dayton, OH 45403
131	2122 D. Limestone	Springfield, OH 45505
132	2510 E. Main St.	Springfield, OH 45503
133	1099 Upper Valley Pike	Springfield, OH 45504

134	1481 W. 117 th St.	Cleveland, OH 44107
136	6201 Brookpark Rd.	Parma, OH 44129
137	14911 Snow Rd.	Brookpark, OH 44142
138	8108 Euclid Ave.	Cleveland, OH 44103
149	5703 Superior Ave.	Cleveland, OH 44103
150	14110 Kinsman	Cleveland, OH 44104
152	3400 Market St.	Youngstown, OH 44507
153	5125 Northfield Rd.	Bedford Hts., OH 44146
154	711 E. Market St.	Akron, OH 44302
155	11607 Buckeye Rd.	Cleveland, OH 44120
157	14221 Euclid Ave.	E. Cleveland, OH 44112
158	711 Cleveland St.	Elyria, OH 44035
160	1939 Stringtown Rd.	Grove City, OH 43123
164	129 N. Bridge St.	Chillicothe, OH 45601
171	1345 Wooster Ave.	Akron, OH 44320
172	1002 N. Broad St.	Fairborn, OH 45324
174	3260 E. Broad St.	Columbus, OH 43209
175	118 N. College Rd.	Piqua, OH 45356
177	471 E. Waterloo	Akron, OH 44319
179	3000 Cleveland Ave.	Canton, OH 44709
183	501 S. Main St.	Bellefontaine, OH 43311
184	254 Wooster Rd. N.	Barberton, OH 44203
185	412 N. Main St.	Marion, OH 43302
186	2000 N. Limestone	Springfield, OH 45503

EXHIBIT "B"

LEGAL DESCRIPTIONS

Ⓟ

EXHIBIT B

the following REAL PROPERTY: Situated in the County of Franklin , In the State

of Ohio and in the City of Columbus ⁽²⁾
Being Lot Numbers One (1) and Two (2), in Block 5, HEED AND
HOLTON'S BROAD-VIEW ADDITION, as the same is numbered and
delineated upon the recorded plat thereof, of record in Plat
Book 15, page 10, Recorder's Office, Franklin County, Ohio.

This conveyance is subject to: (a) real estate taxes not
presently due and payable; (b) zoning and buildings laws,
ordinances, and regulations; (c) legal highways, (d) easements,
conditions, and restrictions of record, and (e) billboard lease
with Don-Ray Company.

EXHIBIT B

Parcel # 121720

Situated in the County of Franklin, State of Ohio, City of Columbus:

Beginning at an iron pin in the center of Georgesville Road; thence East 130 feet 9-1/2 inches to a stake in the line between said lot and G.W. Whites property; thence North 163 feet 9-1/2 inches to a stake in the Northeast corner of said lot; thence West 130 feet 9-1/2 inches to a stake in the center of Sullivant Avenue Pike; thence South 163 feet 9-1/2 inches to the beginning point, containing one half acre, and a part of Survey No. 1425 of the Virginia Military District; excepting therefrom the premises conveyed to the City of Columbus by deed recorded in Deed Book 3247 page 178, which premises are described as follows:

Situated in the State of Ohio, County of Franklin, City of Columbus, and beginning at an iron pin at the southwesterly property corner, said point being 19.45 feet right of and radially from said station 108 + 87.58 in the proposed centerline of Georgesville Road;

Thence along the westerly property line N 7° 16' 13" E a distance of 164.05 feet to the Northwesterly property corner;

Thence along the northerly property line, crossing the existing easterly Right-of-Way line of Georgesville Road and further crossing an iron pin at 50.26 feet, S 76° 55' 05" a distance of 61.48 feet to a point in the proposed easterly Right-of-Way line of Georgesville Road;

Thence with said line S 6° 12' 50" W a distance of 54.00 feet to a point;

Thence S 13° 18' 52" W a distance of 109.01 feet to a point in the southerly property line;

Thence along said property line, crossing an iron pin in the existing easterly Right-of-Way line of Georgesville Road, N 70° 28' 33" W a distance of 50.60 feet to the place of beginning;

Parcel #122506 & Parcel #122509

Situated in the County of Franklin, State of Ohio, City of Columbus:

Being Reserve "A" of Georgian Heights No. 5, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 27, page 82, Recorder's Office, Franklin County, Ohio, and being part of Reserve "D" of Georgian Heights No. 3, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 26, page 30, Recorder's Office, Franklin County, Ohio, and more apticularly bounded and described as follows: Beginning at an iron pin at the southwest corner of said Reserve "D"; thence with the west line of said Reserve "D" north 80° 17' east a distance of 50.25 feet to the northwest corner of said Reserve "D"; thence with the north line of said Reserve "D" south 70° 2' 40" east 175.92 feet to a point in said north line at the common boundary of Lots Numbered Twenty-four (24) and Twenty-five (25) of Georgian Heights No. 5, as shown in Plat Book 27, page 82; thence south 13° 57' 20" west in a straight line to the south line of said Reserve "D"; thence with said south line of said Reserve "D" north 76° 02' 40" west to the place of beginning.

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EXHIBIT B

Being Inlot No. Four Hundred Fourteen (414) in said City of Delaware, located on the west side of Sandusky Street between Bernard Avenue and Harrison Street.

Subject to sewer easement in favor of Frances I. House as recorded in Vol. 4, page 232, Delaware County Record of Articles of Agreement.

AP

EXHIBIT B

Situated in the City of Columbus, Franklin County, Ohio, and being a part of Lot Number One (1) of the NATIONAL DIVERSIFIED CORP. SUBDIVISION, of record in Plat Book 43, page 89, said Lot No. 1 was conveyed to Orange-co, Inc., by Affidavit of Record in Deed Book 3723, page 542, all being of record in the Recorder's Office, Franklin County, Ohio, said part of Lot No. 1 being more particularly described as follows:

For reference, beginning at an iron pin marking the northwesterly corner of said Lot No. 1, in the southerly line of a Service Road; thence South 86 deg. 21' 17" East along the northerly line of said Lot No. 1, and along the southerly line of said Lot No. 1, and along the southerly line of said Service Road, a distance of 15.00 feet to an iron pin marking the TRUE PLACE OF BEGINNING of the herein described part of said Lot No. 1;

Thence South 86 deg. 21' 17" East, continuing along said northerly line of Lot No. 1, and along the southerly line of said Service Road, a distance of 148.38 feet to an iron pin marking an angle point;

Thence South 82 deg. 39' 53" East, continuing along said northerly line of Lot No. 1; and along the southerly line of said Service Road, a distance of 1.85 feet to an iron pin;

Thence South 03 deg. 32' 52" West, a distance of 183.61 feet to a P.K. Nail;

Thence North 86 deg. 18' 07" West, a distance of 150.23 feet to an iron pin;

Thence North 03 deg. 32' 52" East, a distance of 183.97 feet to the TRUE PLACE OF BEGINNING, containing 0.6340 acres, or 27,619 square feet, more or less.

TOGETHER WITH THE FOLLOWING:

Being a 15.00 foot wide access easement for ingress and egress purposes:

Beginning at an iron pin marking the northwesterly corner of said Lot No. 1, in the southerly line of a Service Road:

Thence South 86 deg. 21' 17" East, along the northerly line of said Lot No. 1 and along the southerly line of said Service Road a distance of 15.00 feet to an iron pin;

Thence South 03 deg. 32' 52" West, a distance of 183.97 feet to an iron pin;

Thence North 86 deg. 27' 08" West, a distance of 15.00 feet to a point in the westerly line of said Lot No. 1;

Thence North 03 deg. 32' 52" East, along a part of said westerly line of Lot No. 1, a distance of 184.00 feet to the place of beginning.

OR RP

EXHIBIT B

Franklin in the State of Ohio and in the City
of Columbus and bounded and described as follows:

Being Lots Number One (1) and Two (2) of Samuel Doyle's Subdivision of parts of Lots Four (4) and Five (5) of Richard Stevenson's Subdivision of Quarter Township 4, Range 18, United States Military Lands, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 1, page 3, Recorder's Office, Franklin County, Ohio.

Known as: 1097 Cleveland Ave.

Parcel No. 010-56875

Except restrictions, conditions, easements and taxes if any of record.

④ RB

EXHIBIT B

Situated in the Township of Clinton, County of Franklin, and State of Ohio:

Situated in the State of Ohio, County of Franklin, Township of Clinton, and being 0.319 acres out of the northeasterly portion of Reserve "A", of the "Resubdivision of Lots 72 to 80, incl, & Lot No. 121 of Kenmore Knolls"; as said Reserve "A" is designated and delimited upon the recorded plat thereof and being of record in Plat Book 22, page 4, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at a point in the northeasterly corner of said Reserve "A", the westerly line of Cleveland Avenue (70 feet in width), the southerly line of Piedmont Road (50 feet in width);

Thence S $0^{\circ} 29'$ W., with the easterly line of said Reserve "A", the westerly line of said Cleveland Avenue, a distance of 100.00 feet to an iron pin;

Thence N $80^{\circ} 51' 30''$ W, a distance of 137.74 feet to an iron pin;

Thence N $0^{\circ} 29'$ E, parallel to said Cleveland Avenue, a distance of 108.56 feet to an iron pin in the southerly line of Piedmont Road (50 feet in width), the northerly line of said Reserve "A";

Thence with the northerly line of said Reserve "A", the southerly line of said Piedmont Road and with a curve to the left having radius of 699.2 feet, and whose chord bears S $77^{\circ} 22' 30''$ E, a distance of 139.28 feet to the place of beginning and containing 0.319 acres of land, more or less.

AP RP