

Fill in this information to identify the case:

Debtor 1 Gold's Gym International, Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas, Dallas Division

Case number 20-31319-hdh11

E-Filed on 09/09/2020
Claim # 339

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Fox Chapel LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>The Rappaport Companies</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Catherine Harrington/Laurence Berbert</u> Name <u>Bregman, Berbert, Schwartz & Gilday, LLC 7315</u> Number Street <u>Bethesda</u> <u>MD</u> <u>20814</u> City State ZIP Code Contact phone <u>(301) 656-2707</u> Contact email <u>charrington@bregmanlaw.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 1,185,381.03. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
commercial lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 54,245.80

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ 0.00

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ 0.00

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/09/2020
MM / DD / YYYY

Catherine Harrington

Signature

Print the name of the person who is completing and signing this claim:

Name Catherine Harrington
First name Middle name Last name

Title Attorney for Creditor

Company Bregman Berbert Schwartz & Gilday, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - Gold's Gym Fox Chapel Narrative for Proof of Claim FINAL.pdf
Description -

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

GGI HOLDINGS, LLC., *et al.*,¹

Debtors.

Chapter 11

**Case No. 20-31318-HDH11
(Jointly Administered)**

**ATTACHMENT TO PROOF OF CLAIM
FILED ON BEHALF OF FOX CHAPEL, LLC**

Fox Chapel, LLC (“Landlord”) is the landlord under a commercial Lease Agreement dated November 11, 2011 (as amended and assigned, the “Lease”) for approximately 19,070 square feet of gross leasable area, more or less, in the Fox Chapel Shopping Center, Germantown, Maryland (and commonly known as 19757 N. Frederick Road, Germantown, MD 20876). The term of the Lease is scheduled to expire on May 31, 2022.

Through various transactions, CFJ Holdings, LLC (“Tenant”) is now the tenant under the Lease. Gold’s Gym International, Inc. (“Guarantor/Debtor”) has executed a Guaranty (the “Guaranty”) whereby, among other things, Guarantor/Debtor unconditionally, absolutely, and irrevocably guaranteed to Landlord the full, prompt, and punctual payment of any all rent and other amounts due Landlord under the Lease. Therefore, Guarantor/Debtor remains obligated under the Lease (with others) for all liabilities accruing through the scheduled expiration of the Lease term.

¹ The Debtors in these chapter 11 cases (the “Cases”), along with the last four digits of each Debtor’s federal tax identification number, are: GGI Holdings, LLC (1222); Gold’s Gym International, Inc. (3614); Gold’s Holding Corp. (3610); Gold’s Alabama, LLC (0520); Gold’s Gym Franchising, LLC (5009); Gold’s Gym Licensing, LLC (5013); Gold’s Gym Merchandising, LLC (4892); Gold’s Gym Rockies, LLC (7129); Gold’s Louisiana, LLC (9825); Gold’s North Carolina, LLC (3221); Gold’s Ohio, LLC (4396); Gold’s Oklahoma, LLC (7577); Gold’s St. Louis, LLC (4827); Gold’s Southeast, LLC (9382); and Gold’s Texas Holdings Group, Inc. (8156). The Debtors’ mailing address is 4001 Maple Avenue, Suite 200, Dallas, Texas 75219.

Guarantor/Debtor filed its Chapter 11 petition on May 4, 2020.

As of the filing of the Landlord's Proof of Claim, there is a past due balance associated with the Lease in the amount of \$165,817.07 (see CM Receivables Ledger). The Minimum Rent (calculated in accordance with the Lease, including Section 201(d), Article 7, and Exhibit G) for the period from October 1, 2020 – May 31, 2022 will total \$847,843.96. The Monthly Common Area Maintenance Charge chargeable under the Lease, including Section 201(i) and Article 10, is presently assessed in the estimated amount of \$3,767.00/month (subject to reconciliations). Using this estimated figure, Monthly Common Area Maintenance Charges for the period from October 1, 2020 – May 31, 2022 would total \$75,340.00. The Monthly Insurance Charges chargeable under the Lease, including Section 201(k) and Article 9, is presently assessed in the estimated amount of \$220.00/month (subject to reconciliations). Using this estimated figure, Monthly Insurance Charges for the period from October 1, 2020 – May 31, 2022 would total \$4,400.00. The Monthly Tax Charge chargeable under the Lease, including Article 8, is presently assessed in the estimated amount of \$4,458.00/month (subject to reconciliations). Using this estimated figure, Monthly Tax Charges for the period from October 1, 2020 – May 31, 2022 would total \$89,160.00. The Monthly Trash Charges chargeable under the Lease, including Section 1704, are presently assessed in the estimated amount of \$141.00/month (subject to reconciliations). Using this estimated figure, the Monthly Trash Charges for the period from October 1, 2020 – May 31, 2022 would total \$2,820.00.

Accordingly, total projected accruals for the period from October 1, 2020 – May 31, 2022 would be \$1,019,563.96 (exclusive of reconciliations of Additional Rent, late fees, attorney's fees, utilities, and any other amounts that might come due; with respect to which all rights are reserved).

Landlord's claim for the total projected accruals of \$1,019,563.96, plus the existing arrearage of \$165,817.07, totals \$1,185,381.03², and is contingent on whether/to what extent Tenant pays any of these amounts, and, in that sense, is, in part, unliquidated.

² Landlord's claim is subject to increase in the event that Tenant exercises its option to extend the term of the Lease.

Conversely, Tenant has posted a security deposit which may, ultimately, have the effect of partially offsetting Landlord's claim.

The Claim outlined herein is exclusive of any and all: Additional Rent, late fees, attorney's fees, utilities, and any other amounts that might come due; with respect to all of which Landlord reserves all claims, rights, and remedies, including, but not limited to, the right to amend and/or supplement this Claim at any time.

Attachment 2 - 2011-11-11 Fitness First Lease.pdf

Description -

LEASE AGREEMENT

BETWEEN

FOX CHAPEL, LLC

AND

**FITNESS WORLD OF GERMANTOWN, INC., a Maryland
corporation**

Fox Chapel Shopping Center, Germantown, Maryland



**The
Rappaport
Companies**

8405 Greensboro Drive, Suite 830
McLean, Virginia 22102

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SHOPPING CENTER LEASE

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ARTICLE 1
PARTIES

101. THIS SHOPPING CENTER LEASE (this "Lease"), made as of this 11th day of November, 2011, by and between FOX CHAPEL, LLC ("Landlord") and FITNESS WORLD OF GERMANTOWN, INC., a Maryland corporation ("Tenant").

ARTICLE 2
TERMS, CONDITIONS AND DEFINITIONS

201(a). Premises: Landlord leases to Tenant and Tenant leases from Landlord, for the Term (as defined) and upon the terms and conditions set forth in this Lease, the Premises, which for all purposes of this Lease shall be deemed to contain 14,600 square feet of gross leasable area, more or less, in the Fox Chapel Shopping Center, Germantown, Maryland (the "Shopping Center"), in the approximate location depicted on Exhibit A.

201(b). Term: The Term of this Lease shall begin on the Lease Commencement Date and continue for a period of ten (10) Lease Years after the Rent Commencement Date (as defined in Article 3), unless sooner terminated pursuant to the provisions of this Lease. The Term may be extended as provided for in Exhibit G.

201(c). Permitted Use: For the operation of a high quality health and fitness center providing health and sport related activities generally associated with a health and fitness club open to the general public on a membership basis, including cardiovascular and weight loaded exercise equipment, aerobic and martial arts classes and the retail sale of sport drinks and sodas from a vending machine (no fountain drinks) and health or fitness foods for on-premises consumption. Tenant shall also be permitted to provide child care services for members only while exercising, subject to Laws, the restrictions and prohibited uses set forth in Exhibit E, and for no other purpose.

201(d). Minimum Rent:	Annually	Monthly
06/01/12-05/31/13	\$291,999.96	\$24,333.33
06/01/13-05/31/14	\$302,220.00	\$25,185.00
06/01/14-05/31/15	\$312,797.76	\$26,066.48
06/01/15-05/31/16	\$323,745.72	\$26,978.81
06/01/16-05/31/17	\$335,076.84	\$27,923.07
06/01/17-05/31/18	\$346,804.56	\$28,900.38
06/01/18-05/31/19	\$358,942.68	\$29,911.89
06/01/19-05/31/20	\$371,505.72	\$30,958.81
06/01/20-05/31/21	\$384,508.44	\$32,042.37
06/01/21-05/31/22	\$397,966.20	\$33,163.85

201(e). Intentionally Deleted.

201(f). Security Deposit: \$13,956.50.

201(g). Intentionally Deleted.

201(h). Monthly Tax Charge: \$2,980.83, subject to adjustment pursuant to this Lease.

201(i). Monthly Common Area Maintenance Charge: \$4,915.33, subject to adjustment pursuant to this Lease.

201(j). Intentionally Deleted.

201(k). Monthly Insurance Charge: \$219.00, subject to adjustment pursuant to this Lease.

201(l). Intentionally Deleted.

201(m). Intentionally Deleted.

201(n). Landlord's Agent: THE RAPPAPORT COMPANIES

201(o). Tenant's Trade Name: Fitness First

201(p). Minimum Store Hours:
Monday through Saturday 9:30 a.m. to 9:00 p.m.; Sunday 12:00 p.m. to 6:00 p.m.

201(q). Landlord's Address for Notices and Rent Payments:
c/o The Rappaport Companies, 8405 Greensboro Drive, Suite 830, McLean, Virginia 22102-5121

Rent Payments to:
Fox Chapel, LLC
PO Box 890902
Charlotte, NC 28289

201(r). Tenant's Address:
7430 New Technology Way, Suite B
Frederick, Maryland 21703

201(s). Brokers: Broad Street Realty, LLC and The Rappaport Companies

201(t). Intentionally Deleted.

201(u). Intentionally Deleted.

201(v). Water Charge: \$800.00 per month, subject to adjustment pursuant to this Lease.

EXHIBITS

Attached to this Lease and made a part hereof are the following exhibits:

EXHIBIT A:	Site Plan
EXHIBIT B:	Rules and Regulations
EXHIBIT C:	Intentionally Deleted
EXHIBIT D:	Sign Criteria
EXHIBIT E:	Prohibited Uses
EXHIBIT F:	Guaranty
EXHIBIT G:	Rider of Additional Lease Provisions
EXHIBIT H:	Landlord's Work For Expansion Premises

ARTICLE 3

IMPORTANT DATES AND ADDITIONAL DEFINITIONS

301. Additional Rent. All payments of money from Tenant to Landlord required to be paid under this Lease other than Minimum Rent. Where expressly provided for in this Lease, Additional Rent shall be due with the next installment of Minimum Rent coming due after Landlord sends a bill or notice regarding the Additional Rent to Tenant; otherwise Additional Rent shall be due within thirty (30) days after Landlord sends a bill or notice regarding any such Additional Rent to Tenant.

302. Calendar Year. As used herein, "Calendar Year" or "calendar year" shall mean a period commencing on January 1 and ending on December 31.

303. Common Area. Any existing or future improvements, equipment, areas and/or spaces (as the same may be enlarged, reduced, replaced, increased, removed or otherwise altered by Landlord from time to time) for the non-exclusive, common and joint use or benefit of Landlord, Landlord's invitees, Tenant and other tenants, occupants and users of the Shopping Center. The Common Area may include (not to be deemed a representation of their availability) without limitation sidewalks, parking areas (surface and subsurface), including without limitation any underground parking areas, access roads, driveways, landscaped areas, service drives and service roads, traffic islands, loading and service areas, stairs, ramps, storm water management facilities, and other similar areas and improvements.

304. Date of Lease. The date set forth in Section 101 above. On such date, all rights and obligations of the parties under this Lease shall commence.

305. Day or "day." A calendar day, unless otherwise expressly set forth to the contrary in a particular provision of this Lease.

306. Expiration Date. The last day of the Term.

307. Intentionally Deleted.

308. Landlord Parties. Landlord, its agents, contractors and employees.

309. Landlord's Indemnities. Landlord and Landlord's lessors, its partners, officers, shareholders, members, trustees, principals, agents, property managers, employees, contractors, and any Mortgagee(s).

310. Intentionally Deleted.

311. Laws. All present and future federal, state and local common law, statutes (including without limitation The Americans with Disabilities Act), as amended from time to time, rules, codes, ordinances and regulations, and all directions, requirements, rulings and orders of all federal, state and local courts and other governmental (and quasi-governmental) agencies and authorities including, without limitation, those of any health officer, fire marshal, building inspector or other officials, of the governmental agencies having jurisdiction.

312. Lease Commencement Date. June 1, 2012.

313. Lease Interest Rate. An annual rate of interest equal to the lesser of (i) the maximum rate of interest permitted in the State of Maryland, or (ii) the prime rate from time to time published in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication) plus four (4) basis points. Interest shall be calculated on the basis of a 365-day year, actual days elapsed, from the date any cost or expense is incurred until the amount owing (including all interest owing thereon) is fully paid. Interest shall be calculated on the basis of a 365-day year, actual days elapsed, from the date any cost or expense is incurred until the amount owing (including all interest owing thereon) is fully paid.

314. Lease Year. The first Lease Year shall begin on the Rent Commencement Date and shall end twelve (12) full calendar months thereafter. Thereafter, each Lease Year shall commence on the day following the expiration of the preceding Lease Year and shall end at the expiration of twelve (12) calendar months thereafter or, if earlier, the Expiration Date.

315. Major Tenants. Those tenants or occupants leasing or occupying space within the Shopping Center which contain a gross leasable floor area of ten thousand (10,000) square feet or more.

316. Mortgage. Any mortgage, deed of trust, security interest or title retention interest affecting the Shopping Center or any portion thereof.

317. Mortgagee. The holder of any note or obligation secured by a Mortgage, including, without limitation, lessors underground leases, sale-leaseback arrangements and lease-leaseback arrangements.

318. Intentionally Deleted.

319. Person. An individual, firm, partnership, association, corporation, limited liability company, partnership, or any other entity.

320. Pro Rata Share. Tenant's Pro Rata Share shall be a fraction, the numerator of which shall be the gross leasable area of the

Premises (as set forth in Section 201[a]) and the denominator of which shall be the gross leasable area of the Shopping Center; provided, however, if any tenant of the Shopping Center pays taxes pursuant to a separate tax assessment of its premises, maintains or insures its own parcel, premises or building, maintains any portions of the Common Areas at its own expense, or otherwise does not pay its full pro rata share of such expenses, the amount of such taxes, maintenance charges or insurance paid by such tenant shall be excluded from the calculation of Tenant's Pro Rata Share of Taxes, Common Area Maintenance Costs, or insurance and such tenant's premises shall be deducted in computing the square feet of gross leasable area in the Shopping Center for purposes of computing Tenant's Pro Rata Share of such item. Space contained in any basement area or mezzanine area of the Shopping Center, such as a projection room in a movie theater or storage space located in a mezzanine of a space, shall not be included in computing gross leasable area of the Shopping Center, but basement area or mezzanine area used for retail sales or used in determining parking requirements for the Shopping Center shall be included. Notwithstanding anything contained in any other section of the Lease to the contrary, except to the extent that the same shall be taken under the power of eminent domain, the gross leasable area of the Shopping Center shall always be deemed to be at least equal to 60,000 square feet for the purpose of determining Tenant's Pro Rata Share.

321. Rent. All amounts that Tenant is obligated to pay under this Lease, including, without limitation, Additional Rent, Minimum Rent, Monthly Tax Charges, Monthly Insurance Charges, and Monthly Common Area Maintenance Charge.

322. Rent Commencement Date. June 1, 2012.

323. Taxes. As used in this Lease, "Taxes" means and includes without limitation, ad valorem taxes, sewer taxes, front-foot benefit charges (public or private), school taxes, real estate taxes, special and general assessments; water and sewer rents and charges; governmental license and permit fees; charges for public or private easements benefitting the Shopping Center; taxes on other areas made available for the common use or benefit of tenants; and all other governmental impositions and charges (extraordinary as well as ordinary, foreseen and unforeseen) which during the Term are either a lien on the Shopping Center or which are charged, levied or assessed on, or imposed in connection with, the use, occupancy or possession of the Shopping Center, and/or which appear as a charge on a tax bill given to Landlord by any official taxing authority; any other taxes, assessments or charges in the manner of taxes, which Landlord shall be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Shopping Center (e.g. taxes, license fees or other charges measured by the rents receivable by Landlord from the Shopping Center; occupancy taxes, Landlord's business, professional and occupational tax, or similar taxes; interest on Tax installment payments paid over a period of more than one (1) year); and, if Landlord contests Taxes or seeks a reduction of the same, any and all costs, expenses and fees (including attorneys' and other experts' fees) incurred by Landlord in reviewing, initiating, appealing, contesting and/or negotiating Taxes with the public authorities (regardless of the outcome). Taxes shall also include impositions payable by Landlord, including payments in lieu of Taxes, under any arrangement with governmental authority. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Shopping Center or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of the Shopping Center, such tax shall be paid by Tenant, either directly or through Landlord. Tenant shall not be required to pay (i) any municipal, county, state, or federal income tax, or (ii) any inheritance, estate, succession, transfer, franchise, corporation, net income or profit tax or capital levy imposed upon Landlord. A copy of an official tax bill with respect to a governmental tax or assessment shall be conclusive evidence of the amount of a Tax.

324. Tax Year. A twelve (12) month period established by Landlord as the year for purposes of computing Tenant's Pro Rata Share of Taxes. The Tax Year may or may not coincide with the period designated as the tax year by the taxing authorities having jurisdiction over the Shopping Center.

325. Tenant Parties. Tenant, its agents, contractors, and employees, and while in the Premises, invitees.

326. Intentionally Deleted.

327. Term. As used in this Lease "Term" or "term" shall include the Term described in Section 201(b), and where applicable any extension of the Term. As used in this Lease "Extension Term" or "extension term" means any option period or other permitted extension of the Term.

ARTICLE 4 **POSSESSION**

401. Condition of the Premises. Except as may be expressly provided elsewhere in this Lease, Tenant hereby accepts possession of the Premises in "as-is" condition without the requirement or necessity of Landlord to perform, pay for, or provide any work, materials or services whatsoever. Tenant has occupied the Premises immediately prior to the Date of Lease pursuant to the Prior Lease (as defined in Exhibit G, Paragraph 1), and is fully satisfied with the condition of the Premises. Tenant expressly acknowledges that Landlord makes no representations or warranties regarding the suitability of the Premises for Tenant's business or the condition of same.

402. Intentionally Deleted.

403. Intentionally Deleted.

404. Intentionally Deleted.

405. Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant has not committed a default which continues beyond any applicable notice and cure period, Tenant's peaceful and quiet possession of the Premises during the Term shall not be disturbed by Landlord or by anyone claiming by, through or under Landlord, subject to the terms and conditions of this Lease, any Mortgage, and any matters of record, or other agreements to which this Lease is or may hereafter be subordinated.

ARTICLE 5 **USE**

501. Permitted Use. Except as may be expressly provided elsewhere in this Lease, Tenant shall continually use and occupy the entire Premises at all times during the Term solely for the Permitted Use, only under the Tenant's Trade Name and only in accordance with the uses permitted under applicable zoning and other applicable governmental regulations and requirements and for no other purpose or under any other name, unless otherwise approved in advance in writing by Landlord. It is agreed that the Permitted Use specified in Section 201 has been, and is, a material inducement to Landlord in entering into this Lease with

Tenant, and that Landlord would not enter into this Lease without this inducement. Furthermore, and without limiting the generality of the preceding sentence, Tenant shall not use the Premises for any of the purposes prohibited in Exhibit E or for any future use restriction that may exist in the Shopping Center of which Tenant has prior written notice.

Notwithstanding the foregoing, Tenant may, without Landlord's consent, change the Tenant's Trade Name as specified in Section 201(o) of this Lease, so long as (i) concurrently therewith the trade name of substantially all other similar stores owned, operated or controlled by Tenant and its affiliates shall likewise be changed to the same trade name, (ii) such trade name does not conflict with the trade name of any other tenant in the Shopping Center, and (iii) Tenant pays the cost of all necessary signage changes throughout the Shopping Center. Tenant agrees to provide Landlord at least thirty (30) days' prior notice of the name change and to submit to Landlord for approval plans and specifications for such sign(s) prior to the installation of the new sign(s).

502. Continuous Use. Upon the Rent Commencement Date and at all times thereafter during the Term, Tenant shall continuously and uninterruptedly operate its business from the entire Premises for the Permitted Use in good faith, fully staffed and merchandised so as to maximize its sales volume during all hours of operations, as may be set from time to time by Landlord, and shall remain open for business at least during the Minimum Store Hours set forth in Section 201. Tenant shall conduct no distress sales, such as "going-out-of-business", "lost-our-lease", fire or bankruptcy sales on the Premises or elsewhere in the Shopping Center. Tenant expressly acknowledges that the failure of Tenant to operate the Premises in accordance with this Section 502 shall constitute an Event of Default under this Lease giving rise to all remedies provided in this Lease and/or available at law or in equity to Landlord, and Landlord shall be entitled, among its other remedies, to enjoin the removal from, or discontinuance of Tenant's business at, the Premises by seeking injunctive relief or other appropriate remedy.

Landlord recognizes that the Premises may be closed during certain of the Minimum Store Hours on a very infrequent and incidental basis for (i) Force Majeure, (ii) inventory control (not to exceed a total of three (3) days in any Lease Year), (iii) necessary repairs to the Premises (not to exceed a total of three (3) days in any Lease Year, but this limitation shall not apply to closing to the extent caused by casualty or condemnation damage), (iv) inclement weather, and (v) renovations (not to exceed a total of five (5) business days every Lease Year) (the foregoing, "Permitted Closures"). If Tenant is closed for one of the aforementioned reasons and such closing is reasonable in nature and does not exceed the permitted period of closure as set forth above and Tenant has notified Landlord in advance of such closing whenever reasonably possible under the circumstances, then the same shall not be considered an Event of Default under this Lease. Any day during the Term on which Tenant has not been open for business to the public continuously during the entire Minimum Store Hours shall be deemed a "closing" for the purpose of calculating the foregoing limitation.

503. Storage and Office Space. Tenant shall store or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from, or upon the Premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any. Tenant shall use for office, clerical or other non-selling purposes only such space in the Premises as is from time to time reasonably required for Tenant's business therein, and Tenant shall not perform any office or clerical function in the Premises for any store located elsewhere.

ARTICLE 6

TERM

601. Lease Term. The Term of this Lease shall commence on the Lease Commencement Date and shall end at midnight on the Expiration Date without the necessity of any notice from either party to the other to terminate the same. Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting summary recovery of possession from a tenant holding over to the same extent as if any statutory notice had been given. Tenant shall execute, within thirty (30) days after Landlord's request, an agreement confirming the Rent Commencement Date and Expiration Date and stating, among other things, that this Lease is in full force and effect. If Tenant shall fail to execute such agreement within thirty (30) days after receipt of such agreement from Landlord, the Rent Commencement Date and the Expiration Date and other statements set forth therein shall be conclusively deemed to be correct.

602. Survival of Obligations. All obligations to perform any action and/or pay any sums due or to become due to either party from the other under this Lease shall survive the expiration or earlier termination of this Lease and remain continuing obligations until performed and/or paid. All indemnity obligations under this Lease shall likewise survive the expiration or earlier termination of this Lease.

ARTICLE 7

RENT

701. Payment of Rent. Tenant covenants to pay Landlord at the address for Rent Payments set forth in Section 201(q) the Minimum Rent in the sums set forth in Section 201(d) above and in Exhibit G, Paragraph 3, the Monthly Tax Charge, Monthly Common Area Maintenance Charge, and Monthly Insurance Charge, in advance on the first day of each calendar month during the Term, without offset, notice, deduction, recoupment, setoff or demand therefor. Rent checks shall be made payable to the Landlord and sent to the address in Section 201(q) designated for Rent payments, or to such other entity directed by Landlord. Rent shall commence to accrue on the Rent Commencement Date. Rent shall commence to accrue on the Rent Commencement Date. If the Rent Commencement Date is other than the first day of the month, the first Rent payment shall include any prorated Rent for the period from the Rent Commencement Date to the first day of the first full calendar month in the Term. For the full calendar year, Lease Year, or Tax Year in which the Term commences and terminates, Tenant's liability for Tenant's Pro Rata Share of Taxes, Insurance, and Common Area Maintenance Charges shall be subject to a pro rata adjustment based on the number of days of said calendar year, Lease Year or Tax Year, as applicable, during which the Term is in effect.

702. Intentionally Deleted.

703. Gross Sales. "Gross Sales" shall be construed to include the total number of memberships and the entire amount of the actual receipts, whether for cash or otherwise, of all sales of merchandise, service or any other receipt whatsoever of all business conducted at, in, from, about, or upon the Premises, including, but not limited to, mail orders, telephone orders, internet orders, and/or other orders in whatever manner received, placed or filled, whether in whole or in part, at the Premises, and including all deposits not refunded to purchasers, orders taken (although said orders may be filled elsewhere), sales to employees, sales through vending machines or other devices, and sales by any subtenant, concessionaire or licensee or otherwise at, in, from, about or upon the Premises,

704. Radius. During the Term, neither Tenant nor Tenant's management, nor any person or entity controlled by Tenant or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, shall own, operate or maintain, or have any significant affiliation, investment or interest, directly or indirectly, through or with any other person,

partnership, corporation, agent or employee in any similar or competing business as that being operated at the Premises, within a radius of three (3) miles from the outside boundary of the Shopping Center (which distance shall be measured in a straight line without reference to road mileage).

705. Intentionally Deleted.

706. Annual Statement. Within forty-five (45) days after the expiration of each Lease Year, Tenant shall deliver to Landlord a written statement certified without material qualification by Tenant, setting forth the amount of Tenant's Gross Sales for such Lease Year. Tenant shall require its subtenants, concessionaires, and licensees, if any, to furnish similar annual statements to Tenant within the same period specified in this Section 706. For the last Lease Year, the statements of Gross Sales shall end with the expiration or termination of this Lease. If Tenant fails to timely deliver the reports required by this Section 706, then after five (5) days notice, Tenant shall pay Landlord a late charge in accordance with Section 2610 below.

707. Intentionally Deleted.

708. Intentionally Deleted.

709. Intentionally Deleted.

710. Manner of Payment. Tenant shall promptly pay, to the entity and at the location directed by Landlord, all Rent and other payments called for herein when and as the same shall become due and payable, in lawful money of the United States, without offset, deduction, recoupment, or notice or demand therefor. Rent checks shall be made payable and sent to Landlord's address, as set forth in Section 201, or as otherwise designated by Landlord in writing. Any check received by Landlord shall be deemed received subject to collection. Any payments of Rent by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account and may be applied in Landlord's sole and absolute discretion. The acceptance by Landlord of payment of a lesser amount with or without an endorsement or statement thereon, or upon any communication accompanying such payment, that such lesser amount is payment in full, shall be given no effect, and shall not constitute an accord and satisfaction or settlement, and Landlord may accept and apply such payment without prejudice to any rights or remedies which Landlord may have. If on more than one (1) occasion during any Lease Year any check for Rent shall not be honored by the bank on which it is drawn, Landlord may thereafter require that all future payments from Tenant be made by certified check, cashiers' check, or immediate funds. In addition, Landlord may assess a One Hundred Dollar (\$100.00) charge for any check from Tenant returned to Landlord for insufficient funds.

711. Late Payment. If any payment of Rent is not received by Landlord within ten (10) days after its due date, Tenant shall be immediately obligated to pay, as Additional Rent, a late charge equal to the greater of (i) five percent (5%) of the amount due, or (ii) one hundred fifty dollars (\$150.00) to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby, which late charge shall be due within ten (10) days after written demand therefor by Landlord. Notwithstanding the foregoing, upon request by Tenant, Landlord agrees to waive the first late charge assessed in any twelve (12) month period.

ARTICLE 8
TAXES

801. Tax Definition. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of all Taxes.

802. Tax Payment. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of Taxes to Landlord in the form of the Monthly Tax Charge, at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, counterclaim, abatement, notice or demand. The Monthly Tax Charge set forth in Section 201, annualized, shall be the initial estimated charge payable by Tenant for Taxes. Within thirty (30) days following receipt of all tax bills and assessment bills attributable to any Tax Year during the Term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's Pro Rata Share of Taxes for such year. Landlord shall provide Tenant with a copy of the applicable tax bill upon receipt of request from Tenant. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within thirty (30) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Taxes due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit, provided, however, if an Event of Default exists then Tenant shall not be entitled to any refund or credit of such amounts if and to the extent that Landlord actually applies any overpayment to outstanding amounts due from Tenant to Landlord under this Lease. If at any time the Taxes increase, Landlord shall exercise reasonable efforts to timely increase the Monthly Tax Charge accordingly to reflect Tenant's Pro Rata Share of such increase. Landlord's agreement to provide a statement as provided for in this Section is not a condition to the Tenant's obligation to make payment of the Tenant's Pro Rata Share of Taxes; provided, however, if Landlord fails to deliver such statement to Tenant on or before the date on which such annual statement must be delivered, Tenant may send to Landlord a written notice requesting said statement and if Landlord fails to send the applicable statement to Tenant within thirty (30) days after receipt of such written request therefor from Tenant, then Tenant may elect to defer the monthly payment of Taxes until Landlord delivers the statement to Tenant; it being understood, acknowledged and agreed, however, that once Tenant receives such statement, Tenant shall pay to Landlord all such deferred amounts and shall thereupon and thereafter pay monthly installments of Taxes as and when due pursuant to this Section 802.

ARTICLE 9
INSURANCE

901. Landlord's Insurance. Landlord shall provide property, liability, and/or such other insurance coverages as Landlord, in its commercially reasonable discretion, deems appropriate for the Shopping Center. Tenant shall pay to Landlord the Monthly Insurance Charge specified in Section 201 at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, counterclaim, abatement, notice or demand. The Monthly Insurance Charge set forth in Section 201, annualized, shall be the initial charge payable by Tenant for Landlord's property insurance. Landlord's cost for other insurance for the Shopping Center (including but not limited to liability insurance or any deductibles maintained by Landlord for such other insurance) shall be included as part of the Shopping Center's Common Area Maintenance Costs for which Tenant is obligated to pay its Pro Rata Share pursuant to Article 10. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within thirty (30) days after receipt of the statement. Landlord may provide any refund in the form of a credit against the next installment(s) of Insurance due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit, provided, however, if an Event of Default exists then Tenant shall not be entitled to any refund or credit of such amounts if and to the extent Landlord actually applies any overpayment to outstanding amounts due from Tenant to Landlord under this Lease. If at any time

Landlord receives notice of an increase in the insurance costs with respect to the Shopping Center, Landlord shall exercise reasonable efforts to increase the Monthly Insurance Charge accordingly to reflect Tenant's Pro Rata Share of such increase. Landlord's agreement to provide a statement as provided for in this Section 901 is not a condition to the Tenant's obligation to make payment of the insurance charges; provided, however, if Landlord fails to deliver such statement to Tenant on or before the date on which such annual statement must be delivered, Tenant may send to Landlord a written notice requesting said statement and if Landlord fails to send the applicable statement to Tenant within thirty (30) days after receipt of such written request therefor from Tenant, then Tenant may elect to defer the monthly payment of Insurance until Landlord delivers the statement to Tenant; it being understood, acknowledged and agreed, however, that once Tenant receives such statement, Tenant shall pay to Landlord all such deferred amounts and shall thereupon and thereafter pay monthly installments of Insurance as and when due pursuant to this Section 901.

Notwithstanding the foregoing, Landlord may elect, by providing notice to Tenant, to include other insurance costs for the Shopping Center in Tenant's Monthly Insurance Charge and increase the monthly amount accordingly. In such event, such insurance costs shall not be duplicated and charged as part of Common Area Maintenance Costs.

Subject to reimbursement by Tenant as provided for in this Lease, Landlord shall, at all times during the Term maintain in effect: at least the following:

(a) A policy or policies of insurance covering the improvements and betterments in the Shopping Center in an amount equal to the full replacement cost (exclusive of the cost of excavations, foundations and footings) thereof, and so as to prevent the application of coinsurance provisions, providing protection against any peril generally included within the classification presently known as "Causes of Loss-Special Form."

(b) A commercial general liability insurance policy or policies for liability for bodily injury to persons and damage to property, occurring in or about the Common Area. Said insurance policy or policies shall be in an amount of not less than a combined single limit liability of \$2,000,000.

Landlord's obligation to carry the insurance required herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord. Further, Landlord shall have the right to carry such deductible amounts, as it shall reasonably select under such insurance coverage.

902. Tenant's Insurance. Tenant covenants and agrees that during the Term, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance in the amounts specified and in the form hereinafter provided for:

(a) **Commercial General Liability.** Commercial general liability insurance (occurrence basis commercial general liability insurance policy including Products and Completed Operations and Premises Legal Liability, on a form that is reasonably satisfactory to Landlord) with a combined single limit for bodily injury, including death, to any person or persons, and for property damages, of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate plus excess/umbrella liability insurance containing a per occurrence combined single limit of \$1,000,000.00 aggregate, for general liability, automobile liability, contractual liability, and employers' liability. Said insurance shall cover any and all liability of the insured with respect to said Premises, the areas adjacent to the Premises (including, but not limited to, the sidewalk and loading dock), or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Tenant of the indemnity provisions as to liability for injury to or death of persons and injury or damage to property contained in this Article 9. Tenant's commercial general liability insurance shall name Landlord, Landlord's Agent, Landlord's Mortgagee(s) and any other designee of Landlord, as additional insureds (using ISO Form CG 2010 (11/85), or equivalent). The amount of such liability insurance required to be maintained by Tenant hereunder shall not be construed to limit Tenant's indemnity obligations in this Lease or other liability hereunder.

(b) **Glass.** Tenant shall be responsible for the maintenance of all glass in or on the Premises and shall insure the risk.

(c) **Tenant Improvements.** Insurance covering all of the items specified as Tenant's leasehold improvements, betterments, trade fixtures, furniture, merchandise, inventory and personal property from time-to-time in, on or upon the Premises, and personal property of others in Tenant's possession, in an amount not less than the full replacement cost without deduction for depreciation from time-to-time during the Term of this Lease, providing protection against any peril included within the classification causes of loss-special form, together with insurance against water damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed.

(d) **Automobile Liability Insurance.** If applicable, Tenant shall also maintain business automobile liability insurance on all vehicles that Tenant owns or leases and shall carry hired and non-owned liability insurance if there are no automobiles owned by Tenant, all of which shall be subject to a minimum limit of One Million Dollars (\$1,000,000.00). This paragraph shall not be construed as granting permission to Tenant to park any automobiles overnight at the Premises without the consent of Landlord, which shall be in the Landlord's sole and absolute discretion.

(e) **Intentionally Deleted.**

(f) **Worker's Compensation.** Worker's Compensation insurance meeting the requirements of the state worker's compensation laws and employer liability insurance in an amount not less than One Million Dollars (\$1,000,000.00).

(g) **Contractors Insurance.** Tenant shall require any contractor of Tenant performing work on the Premises to carry and maintain, at no expense to Landlord: (a) commercial general liability insurance, including contractors liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits for each occurrence of not less than Two Million Dollars (\$2,000,000); and (b) workers' compensation or similar insurance in form and amounts required by any Laws.

(h) **Intentionally Deleted.**

(i) **Environmental Insurance.** If applicable, if Tenant uses or stores any flammable or toxic chemicals in the course of its business or if otherwise requested by Landlord, Tenant shall purchase and maintain Environmental Legal Liability including coverage for pollution clean-up with a limit of not less than One Million Dollars (\$1,000,000).

(j) **Intentionally Deleted.**

(k) **Policy Form.** All policies and certificates of insurance shall evidence that Tenant's insurance policies required

pursuant to the provisions of this Lease (i) name Tenant as the insured and Landlord, the Mortgagee, Landlord's Agent and/or Landlord's designees as additional insureds or loss payees, as applicable; (ii) contain a standard mortgagee endorsement reasonably satisfactory to Landlord and Landlord's Mortgagee(s); (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord or any other party is excess and is non-contributing with the subject insurance coverage; (iv) contain cross-liability coverage or a severability of interest clause in a commercially reasonable form; (v) provide that an act or omission of one of the insureds, additional insureds, or loss payees thereunder which would void or otherwise reduce coverage, shall not void or reduce coverage as to the other insureds or additional insureds; (vi) provide that the insurer thereunder waives any right of recovery by way of subrogation against Landlord and the Landlord Indemnitees (as defined in Article 3) in connection with any loss or damage covered by such insurance policy; (vii) not contain any deductible provision in excess of Ten Thousand Dollars (\$10,000); (viii) initially be for a term of one (1) year and shall contain an endorsement prohibiting cancellation, modification or reduction of coverage without first giving the additional insureds and loss payees at least thirty (30) days prior written notice of such proposed action; and (ix) be in commercially reasonable form. Such policies shall be for the mutual and joint benefit and protection of Landlord, Tenant and others mentioned above, and executed copies of such policies of insurance or certificates (on Acor Form 27 and 28, as applicable, or substitute equivalents if no longer available) thereof shall be delivered to Landlord on or before the Lease Commencement Date and at least forty five (45) days prior to the expiration of any insurance policy. All insurance carriers providing insurance required by this Section 902 must have no less than an A.M. Best's A-/X rating.

(j) **Failure of Tenant to Obtain.** If certificates of insurance required pursuant to this Article 9 are not received by Landlord on or before the Lease Commencement Date, Tenant shall not be permitted to perform any work on the Premises or otherwise use or occupy the Premises until such certificates are received by Landlord. In addition, if Tenant fails to timely provide such insurance policies or certificates (or revised policies or certificates as described in this Section 902), Tenant shall pay to Landlord, upon demand and in addition to any other rights and remedies of Landlord hereunder, a late charge pursuant to Section 2610 below, and Landlord shall have the right, (but not the obligation) without notice to Tenant and at any time and from time to time, to acquire such insurance, and Tenant shall be obligated to pay Landlord, as Additional Rent, the amount of the premium and all sums incurred by Landlord applicable thereto within five (5) days following notice from Landlord.

(m) **Blanket Policy.** Notwithstanding anything to the contrary contained within this Article 9, Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided however, that Landlord and others mentioned above shall be named as an additional insured thereunder as their interests may appear and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further, that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to Landlord.

903. Increased Insurance Risk. Tenant agrees that it will not at any time during the Term of this Lease, carry any stock or goods or do anything in or about the Premises, which increases the insurance premium upon the Shopping Center. Tenant agrees to pay to Landlord, within thirty (30) days after written demand therefor the amount of such increase, whether or not Landlord shall have consented to such act or condition on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction over the Premises, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

904. Compliance. Tenant shall comply with all customary requirements and commercially reasonable recommendations of Landlord's insurance carriers. In case of breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord, as Additional Rent, any and all increases in premiums for insurance carried by Landlord where such increases were the result of Tenant's occupancy or use of the Premises.

905. Indemnification. Tenant shall indemnify, defend and hold Landlord Indemnitees harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Indemnitees and arising, directly or indirectly, out of or in connection with (i) Tenant's breach of its obligations under this Lease, (ii) the acts or negligence of the Tenant Parties, (iii) any loading platform area for Tenant's exclusive use from the Premises, and/or (iv) the use or occupancy of the Premises by the Tenant Parties. If any action or proceeding is brought against any of the Landlord Indemnitees by reason of any of the foregoing, Tenant's insurance company shall defend the Landlord Indemnitees by counsel chosen by Tenant's insurance company. If Tenant's insurance company declines to defend the Landlord Indemnitees, Tenant shall reimburse the Landlord Indemnitees the reasonable cost of defending such action or proceeding. Any such cost, damage, claim, liability or expense incurred by Landlord Indemnitees for which Tenant is obligated to reimburse Landlord Indemnitees under this Lease shall be deemed Additional Rent due and payable within twenty (20) days after notice to Tenant that payment is due.

Landlord shall indemnify, defend and hold the Tenant Parties harmless from and against all third party liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Tenant Parties by third parties arising, directly or indirectly, out of or in connection with (i) the negligence or willful misconduct of the Landlord Parties, and (ii) Landlord's breach of its obligations under this Lease. If any action or proceeding is brought against any of the Tenant Parties by reason of any of the foregoing, Landlord's insurance company shall defend the Tenant Parties by counsel chosen by Landlord's insurance company. If Landlord's insurance company declines to defend the Tenant Parties, Landlord shall reimburse to the Tenant Parties the reasonable cost of defending such action or proceeding. Any such cost, damage, claim, liability or expense incurred by Tenant Parties for which Landlord is obligated to reimburse Tenant Parties hereunder shall be due and payable within twenty (20) days after notice to Landlord that payment is due.

906. Release of Claims. Except to the extent caused by Landlord's negligence or willful misconduct, subject to Section 908, to the maximum extent permitted by law, the Landlord Indemnitees shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or injury or damage to person or property sustained by Tenant, or any person claiming by, through or under Tenant, resulting from any accident or occurrence in, on, or about the Shopping Center, including without limitation claims for loss, theft, injury or damage resulting from: (i) any equipment or appurtenances being or becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of gas, steam or water; (vii) water, snow or ice being upon the Shopping Center or coming into the Premises; (viii) the falling of any fixture, plaster, tile, stucco or other material; or (ix) any act, omission or negligence of other tenants, licensees or any other persons, including occupants of the Shopping Center, occupants of adjoining or contiguous buildings, owners of adjacent or contiguous property, or the public (in which event Tenant's sole recourse shall be an independent claim against such other tenant, licensee, or other person).

907. Sole Risk of Tenant. It is understood and agreed that all property kept, stored or maintained in the Premises or the Shopping Center shall be so kept, stored or maintained at the sole risk of the owner of such property. Landlord shall not be liable

to Tenant for any loss of business or other consequential loss or damage from any cause whatsoever.

908. Release and Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Tenant and Landlord hereby waive and release any and all rights of recovery, whether arising in contract or tort, against the other, including their employees, agents and contractors, arising during the Term for any and all loss or damage to any property located within or constituting a part of the Shopping Center (inclusive of the Premises), which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self insures the loss or damage) or which right of recovery arises from any loss or damage that could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Lease. If there is a conflict between this Section 908 and any other provision of this Lease, this Section 908 shall control. Landlord and Tenant shall cause each property insurance policy carried by either of them insuring the Premises, the contents thereof, or the Shopping Center, to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against the other party hereto in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit, and shall not be voided by the releases provided for above.

ARTICLE 10 COMMON AREA MAINTENANCE

1001. Operation of Common Area. Landlord grants to Tenant, in common with others, the non-exclusive license to use the Common Area subject to the terms and conditions hereof. Tenant agrees that, except as otherwise expressly set forth herein, (i) the Shopping Center is under the complete control of Landlord; (ii) the parking lot is provided primarily for the convenience of customers; and (iii) any delivery area and employee parking area (subject to Section 1005) may be designated by Landlord in its sole and absolute discretion. Tenant agrees that Landlord has the right (a) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Shopping Center; (b) to temporarily close all or any portion of the Common Area or the Shopping Center to such extent as may, in the commercially reasonable opinion of Landlord, be necessary to maintain, repair, or replace same, or to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; and (c) to do and perform such other acts in and to the Common Area or the Shopping Center as Landlord shall reasonably determine to be advisable. Tenant acknowledges that Landlord has the right, in its sole and absolute discretion, from time to time to change the area, location and arrangement of parking areas and other facilities; to remove areas from common use for the exclusive use of a tenant or occupant; and pursuant to Section 1901 hereof, to erect or remove buildings or other structures and to make any changes and/or improvements in the Shopping Center, including, without limitation, expanding and/or subdividing the Shopping Center, granting licenses and easements to others, and remodeling or changing the interior and/or exterior surfaces of the Shopping Center. Tenant shall not (i) receive or ship articles of any kind outside the designated loading area for the Premises and other than during the designated loading times, nor (ii) solicit business in the Common Area or public areas of the Shopping Center, nor distribute or display any handbills or other advertising matters or devices in such Common Area or public areas, nor (iii) do anything to impede the pedestrian or vehicular flow in the Shopping Center.

Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord covenants and agrees that in no event shall alterations to the Common Areas, the Premises or any other space in the Shopping Center cause the square footage of the Premises to be less than 14,600 square feet, except as a result of a casualty or condemnation.

Notwithstanding anything to the contrary set forth elsewhere in this Lease, Landlord shall not make any changes within the portions of the Common Areas in the Protected Area as shown on Exhibit A without Tenant's prior written consent. In addition, Landlord agrees that it shall not reduce the number of parking spaces in the Shopping Center below that which is required by the applicable governmental authorities, subject to any special exceptions or variances.

1002. Payment of Common Area Maintenance Charges. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of the Shopping Center's Common Area Maintenance Costs (as defined in Section 1003 below) in the form of the Monthly Common Area Maintenance Charge at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, counterclaim abatement, notice or demand, said payments to be based on Landlord's estimate (from time to time) of Common Area Maintenance Costs for each calendar year. Landlord shall submit a statement to Tenant which shall set forth Landlord's estimate of the Common Area Maintenance Costs, Tenant's Pro Rata Share thereof and Tenant's Monthly Common Area Maintenance Charge for each calendar year. The Monthly Common Area Maintenance Charge set forth in Section 201 shall be the initial estimated charge payable by Tenant for Common Area Maintenance Costs each month. Within one hundred twenty (120) days after the end of each calendar year during the Term, Landlord shall annually submit to Tenant a detailed (e.g., showing each category of costs on a line item basis) statement showing the actual amount of Tenant's Pro Rata Share of the Shopping Center Common Area Maintenance Costs for the prior calendar year, the amount paid by Tenant, and the balance due or overpayment. If the total amount paid by Tenant is different than the actual amount owed, there shall be an appropriate adjustment, with payment being made by the applicable party to the other within thirty (30) days after receipt of an itemized statement. Landlord may provide any refund in the form of a credit against the next installment or installments of Common Area Maintenance Costs due from Tenant to Landlord hereunder, or by refund if there is insufficient time remaining in the Term to apply such credit, provided, however, if an Event of Default exists then Tenant shall not be entitled to any refund or credit of such amounts if and to the extent Landlord actually applies any overpayment to outstanding amounts due from Tenant to Landlord under this Lease. If Tenant is required to pay its Pro Rata Share of such excess Common Area Maintenance Costs pursuant to this Section then Landlord may increase Tenant's Monthly Common Area Maintenance Charge by the appropriate amount.

Notwithstanding anything in this Section 1002 to the contrary, commencing with the second (2nd) full calendar year of the Term, Tenant's Pro Rata Share of Controllable Common Area Maintenance Costs shall not increase more than five percent (5%) for any one (1) calendar year in excess of the amount payable by Tenant in the immediately preceding calendar year; provided, however, that (a) the amount of the difference in any one calendar year between the actual percentage increase in the Controllable Common Area Maintenance Costs and the five percent (5%) limit (when the increase is less than the 5% limit) may be accumulated by Landlord and carried forward to future calendar years and used by Landlord to increase the five percent (5%) limit, and (b) the amount of any expenses uncollectible during any calendar year because the Controllable Common Area Maintenance Costs are more than the five percent (5%) limit may be accumulated by Landlord and carried forward to future calendar years and included in any calendar year in which Controllable Common Area Maintenance Costs are less than the amount permitted by the five percent (5%) limit, so long as in either event, the increase in such calendar year when added to increases in the immediately preceding prior calendar years shall not exceed an annual average increase of five percent (5%). In the event of a partial calendar year, in order to calculate the above limitation, the amounts payable by Tenant shall be projected over and increased to cover a full calendar year. "Controllable Common Area Maintenance Costs" means all Common Area Maintenance Costs, except insurance, salting, snow and ice removal, security, insurance, trash and utility costs. Solely for purposes of determination and calculation of the foregoing limitation, and for such purposes only, Common Area Maintenance Costs shall not include and no limitation on increases shall apply to the costs of insurance, salting, snow and ice removal, security and utility costs. The aforesaid excluded items shall be deducted from the Common Area Maintenance Costs before the limitation is applied and, after the

limitation on Controllable Common Area Maintenance Costs is determined, added to the limited Controllable Common Area Maintenance Costs to determine Tenant's Pro Rata Share of Common Area Maintenance Costs in any calendar year. During the first (1st) calendar year in which any extension or renewal of the Term commences, Tenant's responsibility for Controllable Common Area Maintenance Costs shall be for Tenant's Pro Rata Share of the actual Controllable Common Area Maintenance Costs. Thereafter, during each calendar year of the extension period, the foregoing five percent (5%) cap shall apply.

1003. Common Area Maintenance Costs. The term "Common Area Maintenance Costs" means any and all costs and expenses of any kind incurred by Landlord in managing, maintaining, repairing, replacing, inspecting, improving, operating and insuring (i) the Common Area, (ii) all facilities of the Shopping Center, and (iii) all improvements serving the Shopping Center (including any payments made by Landlord or billed to Landlord pursuant to any declaration, covenant, easement, or other agreements relating to the Shopping Center) and including a management and administrative fee in an amount not to exceed 15% of the Common Area Maintenance Costs, which amount is included in the estimate set forth in Section 201(i).

Notwithstanding anything to the contrary set forth in this Lease, the following shall be at all times excluded from the term "Common Area Maintenance Costs": (i) ground rent or other rental payments made under any ground lease or underlying lease or loan payments made on account of any loan; (ii) costs of expanding the Shopping Center or any portion thereof; (iii) costs of leasing commissions, legal, space planning, construction and other expenses incurred in procuring or retaining other tenants for the Center or solely with respect to individual tenants or occupants of the Center; (iv) costs of painting, redecorating or other services or work performed solely for the benefit of another tenant, prospective tenant or occupant (other than for the common areas); (v) salaries, wages, or other compensation paid to officers or executives of Landlord above the level of Shopping Center manager; (vi) in the case of any offsite or other employees who are not assigned at least full-time to the operation, management, maintenance or repair of the Common Areas, Landlord shall reasonably allocate the compensation paid for the wages, salary, or other compensation or benefits paid to such employees among the properties to which such employees are assigned and Common Area Maintenance Costs shall exclude the portion of such compensation not reasonably allocated to the Shopping Center; (vii) costs of advertising and public relations and promotional costs associated with the leasing of the Shopping Center; (viii) any costs, fines or penalties incurred due to the violation by Landlord of any governmental rule or authority; (ix) any expenses for which Landlord actually receives reimbursement from insurance (or would have received reimbursement had Landlord carried the insurance required under this Lease), other tenants or any other source (but only to the extent of such reimbursement); (x) costs of repairs, restoration, replacements or other work occasioned by (A) fire, windstorm or other casualty (whether such destruction be total or partial) less the insurance deductible therefor and (B) the exercise by governmental authorities of the right of eminent domain (whether such taking be total or partial) for which Landlord is reimbursed by insurance or condemnation proceeds; (xi) costs incurred in connection with disputes with other tenants, other occupants or prospective tenants, or costs and expenses incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Shopping Center; (xii) costs incurred in connection with any change in the Shopping Center including but not limited to construction, alteration, improvement, consultation, architectural or engineering reconfiguration associated with compliance with the Americans With Disabilities Act and the Clean Air Act; (xiii) costs of repairing, replacing or otherwise correcting defects (including latent defects) in or inadequacies of (but not the costs of ordinary and customary repair for normal wear and tear) the initial design or construction of the Shopping Center or the costs of repairing, replacing or correcting defects in the initial design or construction of any tenant improvements; (xiv) costs relating to another tenant's or occupant's space which (A) were incurred in rendering any service or benefit to such tenant that Landlord was not required to provide, or were for a service in excess of the service that the Landlord was required to provide to Tenant hereunder or (B) were otherwise in excess of the standard services then being provided by Landlord to all tenants or other occupants in the Shopping Center, whether or not such other tenant or occupant is actually charged therefor by Landlord; (xv) costs incurred in connection with the sale, financing, refinancing, mortgaging, selling or change of ownership of the Shopping Center, including, but not limited to, attorneys' fees, title insurance premiums, and transfer and recording costs; (xvi) costs, fines, interest, penalties, legal fees or costs of litigation incurred due to the late payments of loan payments, taxes and utility bills and other costs incurred by Landlord's failure to make such payments when due; (xvii) general overhead and general administrative expenses and accounting, record-keeping and clerical support of Landlord; (xviii) any fees for management and administration of the Shopping Center which in the aggregate exceed of fifteen percent (15%) of the total Common Area Maintenance Costs; (xix) increased insurance premiums caused by Landlord's or any other tenant's hazardous acts and all insurance on the personal property of other tenants; (xx) costs arising from the presence of Hazardous Substances in or about or below the Shopping Center, including without limitation, hazardous substances in the groundwater or soil (unless caused by Tenant); (xxi) costs incurred for any items to the extent covered by a manufacturer's, materialman's, vendor's or contractor's warranty; (xxii) interest on capital invested, bad debt losses, rent losses and reserves for such losses; (xxiii) services provided and costs incurred in connection with the operation of retail or other ancillary operations owned, operated or subsidized by Landlord; (xxiv) costs incurred by Landlord which are associated with the operation of the business of the legal entity which constitutes Landlord as the same is separate and apart from the costs of the operation of the Shopping Center, including legal entity formation and maintenance charges, legal entity accounting (excluding the incremental accounting fees relating to the operation of the Shopping Center) and legal fees (other than with respect to Shopping Center operations); (xxv) all amounts which would otherwise be included in Common Area Maintenance Costs which are paid to any affiliate or subsidiary of Landlord to the extent the cost of such services exceed the market rate for similar services; (xxvi) costs or expenses necessitated by or resulting from the gross negligence or willful misconduct of Landlord, its agents, or employees; (xxvii) costs and expenses incurred in connection with any bankruptcy proceedings; (xxviii) costs which under GAAP are capitalized, provided, however, that the cost of any such capitalized repair or replacement items shall be amortized over the life of the repair, replacement or improvement in accordance with generally accepted accounting principles, and the annual amortization cost shall be included in the Common Area Maintenance Costs; and (xxix) charges that Tenant pays for elsewhere in this Lease to the extent it would cause a duplication of charges.

1004. After Hour Costs. If Tenant remains open between the hours of 11:00 P.M. and 9 A.M. (the "After Hour Period") and Landlord does not otherwise illuminate the Common Area twenty four (24) hours per day, if Tenant requests any services during the After Hour Period, Tenant will pay to Landlord, within fifteen (15) days after the date of billing by Landlord, Tenant's allocated share of all costs incurred by Landlord in connection with Tenant's being open during the After Hour Period, including, without limitation, the costs of lighting the parking lot and security, if provided (collectively, the "After Hour Cost"). For purposes of this clause, Tenant's allocated share of the After Hour Cost shall be a fraction with a numerator that shall be the Tenant's gross leasable square footage of the Premises and a denominator that shall be the leased area of all tenants, including the Tenant, that are open during the After Hour Period, weighted by the number of extended hours of such tenants' operations.

1005. Employee Parking. Tenant, Tenant's employees and employees of any permitted concessionaires or other occupants of the Premises shall not park their vehicles in any parking spaces in the Shopping Center other than as designated from time to time by Landlord as employee parking. In no event shall Tenant park vehicles which bear company logos or advertisement signs in the Shopping Center. Within five (5) days after Landlord's request, Tenant shall furnish to Landlord the license plate numbers and description of the vehicles operated by Tenant and its employees and permitted concessionaires or other occupants. In the event Tenant, its employees or its permitted concessionaires or other occupants park their vehicles other than in the areas specified therefor, then Landlord reserves the right to tow vehicles in violation of this Section 1005.

1006. Audit Right. Provided that Tenant has made all payments that have been invoiced by Landlord and is not otherwise in default under this Lease, Tenant shall have the right to audit the books, records and computations of Landlord relative to Common Area Maintenance Costs, provided: (i) Tenant gives Landlord thirty (30) days' prior written notice of its intent to audit; (ii) the audit occurs during Landlord's normal business hours and in Landlord's principal offices; (iii) Tenant may only audit said records and books once during each calendar year; (iv) Tenant may only conduct the audit of a calendar year's books and records within six (6) months after receipt of the final statement for the item in question for such calendar year; (v) the auditor must not be compensated on a contingency basis; (vi) Tenant provides Landlord a copy of the auditor's report; and (vii) the auditor agrees to execute a confidentiality agreement with respect to such audit. All of the information obtained through said audit as well as any compromise, settlement, or adjustment reached between Landlord and Tenant relative to the results of the audit shall be held in strict confidence by Tenant and Tenant's officers, agents and employees and shall not be revealed in any manner to any person except upon the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, or if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by such audit, or if otherwise required by law. Landlord shall have all rights allowed by law or equity if Tenant, its officers, agents or employees and/or auditor violate the terms of this provision, including without limitation, the right to terminate this Lease or the right to terminate Tenant's future right to audit pursuant to this Section 1006.

Landlord may contest Tenant's audit results by giving Tenant written notice of protest within thirty (30) days following Landlord's receipt of the audit report. If Landlord's accountant and Tenant's accountant cannot mutually agree as to Tenant's share of Common Area Maintenance Costs due within thirty (30) days after Tenant's receipt of Landlord's notice of protest, Landlord's accountant and Tenant's accountant shall jointly choose a third independent Certified Public Accountant, whose determination shall be binding upon the parties hereto. If the accountants fail to agree upon the third accountant, the parties agree to proceed forthwith to arbitrate the issue in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The cost of the third accountant or the cost of arbitration shall be borne equally by the parties.

ARTICLE 11 **ADVERTISING**

1101. Intentionally Deleted

1102. Intentionally Deleted.

1103. Intentionally Deleted.

1104. Advertising. In all local advertising and promotional efforts undertaken by Tenant, Tenant must indicate its tenancy at the Shopping Center, reflecting the complete address of the Shopping Center.

ARTICLE 12 **DEPOSITS**

1201. Security Deposit. Landlord currently is holding the Security Deposit under the Prior Lease (as defined below). The Security Deposit shall continue to be held as collateral security for the payment of any amounts payable by Tenant under this Lease, and for the faithful performance of all other covenants, agreements and obligations of Tenant hereunder. In no event shall Landlord be obligated to pay interest on the Security Deposit. Landlord and Tenant expressly agree that the Security Deposit shall be deemed to be the property of Landlord and may be commingled with Landlord's other funds. If there is an Event of Default by Tenant under the provisions of this Lease, Landlord may, at its option, apply any sums it has received pursuant to this Section 1201, against any amounts due from Tenant, and Tenant shall be obligated to deposit with Landlord, within five (5) days after Landlord's request, the amount necessary to restore the Security Deposit to the amount specified in Section 201. Landlord's application of any or all of the Security Deposit shall not be deemed to cure an Event of Default, shall not constitute an election of remedies, and shall be without prejudice to any other claim, right or remedy of Landlord. The Security Deposit shall be returned to Tenant within ninety (90) days after the later of (i) the Expiration Date or (ii) the date Tenant vacates and surrenders possession of the Premises if, and only if, there are no claims by Landlord against Tenant. In the event of any Transfer of this Lease, the Security Deposit shall be deemed to be held by the Landlord as a deposit made by the Transferee and Landlord shall have no liability with respect to return of such Security Deposit to Tenant/assignor.

ARTICLE 13 **COVENANTS OF TENANT**

1301. Rules and Regulations. The Tenant Parties shall at all times abide by and observe the rules and regulations set forth in Exhibit B, as the same may be modified or supplemented by Landlord from time to time in writing with prior notice to Tenant (the "Rules and Regulations"). Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce such Rules and Regulations, or the terms, conditions or covenants contained in any other lease, as against any other tenant, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, contractors, invitees and customers. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant in the Shopping Center shall not be deemed a waiver of any such Rules and Regulations. If there is any inconsistency between this Lease and any current or future Rules and Regulations, this Lease shall govern.

1302. Status of Tenant. By virtue of its execution of this Lease, any individual executing this Lease on behalf of Tenant represents and warrants that he/she holds the title noted below his/her signature and that he/she is authorized and empowered by all necessary legal means, including corporate, partnership, or company action (as applicable), and under applicable law, to execute and deliver this Lease on behalf of such entity and to bind such entity to its obligations hereunder. Tenant will remain qualified to do business and in good standing in the State of Maryland throughout the Term. If the applicable entity is not qualified as stated herein, or is not duly existing, the individual(s) signing on behalf of such entity hereby acknowledge and agree that they individually, jointly and severally, shall be responsible for all terms, covenants, and obligations of this Lease, in addition to said entity until such time as the applicable entity is properly qualified or duly existing.

ARTICLE 14 **TENANT WORK**

1401. Intentionally Deleted.

1402. Alterations. Except as otherwise expressly set forth herein, Tenant shall not alter the exterior of the Premises and shall not make any structural or non-structural alterations to the interior of the Premises without first obtaining Landlord's written approval of such alterations, which approval shall not be unreasonably withheld, conditioned or delayed with respect to interior, non-structural

alterations, and which may be granted or denied in Landlord's sole and absolute discretion with respect to exterior structural alterations. Tenant agrees that all improvements and fixtures, other than trade fixtures made or installed by it, shall immediately become the property of Landlord and shall remain upon the Premises, unless Landlord requires that Tenant at Tenant's cost, remove such alterations or improvements prior to the Expiration Date. Tenant shall, at its sole expense, promptly repair all damage caused by such removal. Tenant shall not be compensated for any alteration or improvements left in the Premises at the end of the Term. Except for installation of fixtures and other work to be performed by it in strict accordance with Tenant's Plans as approved by Landlord, Tenant shall not cut or drill into structural portions of the Premises or secure any fixture, apparatus or equipment of any kind to any structural part of the Premises without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. If any alterations which Tenant causes to be constructed result in Landlord being required to make any alterations and/or improvements to other portions of the Shopping Center in order to comply with Laws, the Tenant shall reimburse Landlord within thirty (30) days after written demand for the actual, documented costs and expenses incurred by Landlord in making such alterations or improvements.

Notwithstanding anything to the contrary contained in this Lease and after Tenant has completed Tenant's Work and opened for business in the Premises, Tenant shall have the right to make non-structural interior alterations, repairs or replacements in and to the Premises without first obtaining Landlord's prior written consent or approval, but upon at least forty-eight (48) hours' prior notice to Landlord, provided (i) such interior alterations, repairs or replacements neither require any structural alteration nor impose any greater load on any structural portion of the Premises or on the utility or mechanical system serving the Premises, (ii) such interior repairs or replacements are in accordance with Tenant's originally approved plans and are in conformance with Landlord's then current design criteria, (iii) the cost of such interior alteration, repair or replacement shall not exceed \$25,000.00 in any Lease Year, (iv) such changes do not affect parking requirements or entitlements for the Premises or the Shopping Center, and (v) Tenant agrees to indemnify and hold harmless Landlord from and against all claims, actions, liability and damage sustained by Landlord as a result of any such work by Tenant, its agents, employees or contractors. Tenant shall comply with all Laws in making any alterations, repairs or replacements. If Tenant is required to file plans as a condition to doing such work, Tenant shall provide Landlord with a copy of the plans for informational purposes.

Notwithstanding anything to the contrary set forth in this Section 1402 or elsewhere in this Lease to the contrary, Tenant shall not be required to remove any structural improvements, partitions or additions unless Tenant is directed to do so by Landlord in writing at the time Landlord approves any such installation or improvements.

1403. Mechanic's Liens. Nothing contained in this Lease shall be construed as consent on the part of Landlord to subject Landlord's estate in the Premises or the Shopping Center to any lien or liability under any Law relating to liens. Tenant shall not suffer, permit or give cause for the filing of a lien against the Premises or the Shopping Center. If any mechanic's or materialman's lien or notice of lien shall at any time be filed against the Premises or the Shopping Center by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall immediately cause the same to be bonded or discharged of record. If Tenant shall fail to cause such lien or notice of lien to be discharged or bonded within thirty (30) days after the filing thereof, or such shorter period of time as may be reasonably necessary for Landlord to cure a default under any Mortgage or to complete a sale or refinancing of the Shopping Center or a portion thereof, then, in addition to any other rights and remedies available to Landlord at law, or in equity or under this Lease, Landlord may, but shall not be obligated to, discharge or bond off the same by paying the amount claimed to be due or posting a bond, and the amounts so paid by Landlord and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in paying, bonding off or procuring the discharge of such lien or notice of lien, shall be due and payable by Tenant to Landlord as Additional Rent within fifteen (15) days of Landlord's demand therefor.

1404. Construction. All construction in the Premises shall be performed at Tenant's sole cost and expense in strict accordance with Tenant's Plans (or such other plans) as approved by Landlord. All construction or alterations performed in the Premises by Tenant shall comply with the following: (i) such alterations shall be performed in a good and workmanlike manner and in compliance with all applicable Laws and with all other provisions of this Lease, (ii) the value of Tenant's improvements after such alterations shall not be less than the value thereof prior to such alterations; (iii) such alterations shall not increase the parking requirement for the Premises or the Shopping Center or require any waivers for parking from applicable governmental authorities; (iv) such alterations shall not prevent the continued use of the Premises as a single integrated unit; (v) such alterations shall not affect the structural integrity of the Premises; (vi) no alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all governmental approvals and permits; (vii) such alterations shall be pursued diligently and in good faith to completion; and (viii) such alterations shall be performed in a manner as to not to interfere with the business or operations of Landlord or any other occupant of the Shopping Center. Contractors must be licensed and carry at a minimum the insurance required in Article 9. Tenant shall use a contractor designated or reasonably approved by Landlord for all work related to fire protection systems.

1405. Modifications. Within thirty (30) days after completion of construction of any structural or otherwise material Tenant alterations, Tenant shall promptly deliver to Landlord Tenant's plans showing any field modifications thereto.

1406. Labor Relations. Tenant shall conduct its labor relations and its relations with its employees, and agents in such a manner as to avoid all strikes, picketing and boycotts of, on, or about the Premises and the Shopping Center. If, during the period of initial construction of the Premises, or during any subsequent alterations, any of Tenant's employees, or agents strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established or conducted or carried out against Tenant or its employees, or agents, or any of them, on or about the Premises or the Shopping Center, Tenant shall immediately close the Premises to the public and remove all employees therefrom until the dispute giving rise to such strike, picket line, boycott, or objectionable activity has been settled to Landlord's reasonable satisfaction.

ARTICLE 15 **REPAIRS**

1501. Tenant Damage. Except as otherwise expressly provided herein, subject to the provisions of Section 908 of this Lease, Tenant shall repair promptly at its sole expense, or at Landlord's discretion reimburse Landlord for repairs resulting from, any damage to the Premises or any other improvement within the Shopping Center caused by the Tenant Parties. Tenant shall be directly responsible to other tenants or occupants of the Shopping Center for any claim of such tenant or occupant, caused by the use of the Premises by the Tenant Parties.

1502. Tenant Repairs. Tenant shall be solely responsible for keeping the Premises in good condition and repair (including replacement) from the Lease Commencement Date until the Expiration Date (or such later date as Tenant actually vacates the Premises), including, but not limited to, all required and necessary repairs to and replacements of the doors, door openers, door fixtures, windows, window frames and moldings, glass, floor, interior walls (including, but not limited to, party walls), wall coverings, ceiling, mechanical systems and equipment, electrical systems and equipment, plumbing and sewage equipment, systems,

facilities and lines exclusively serving the Premises, including free flow to the main sewer line, and heating, ventilating and air-conditioning systems and equipment ("HVAC"), fixtures, utility meters, fire extinguishers, and any systems and equipment exclusively serving the Premises (whether or not located within the Premises). Tenant shall not cause the roof of the Premises to be penetrated without first obtaining Landlord's written consent, and, upon obtaining such consent, not to be unreasonably, conditioned or delayed, Tenant agrees that any such work shall be performed by Landlord's roofing contractor at Tenant's sole expense. Tenant agrees that any and all repairs to the sprinkler system shall be performed by Landlord at the sole cost of Tenant.

1503. Continuing Maintenance Obligations. Tenant, at Tenant's sole expense, shall initiate and carry out a program of regular maintenance and repair of the Premises and shall keep and maintain the Premises in a clean, safe, and sanitary condition in accordance with all Laws and of the reasonable and customary requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Landlord, including, without limitation, (i) the painting or refinishing of all areas of the interior and maintaining or replacing of all trade fixtures and equipment, ceiling tile, flooring and other items of display used in the conduct of Tenant's business, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition throughout the Term and (ii) obtaining and maintaining, at Tenant's sole costs, service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the HVAC (or otherwise provide for a program of routine maintenance), and, if Tenant is required to have a grease trap, the grease trap. From time to time, within thirty (30) days of Landlord's written request, Tenant shall provide copies of such contracts to Landlord (or evidence of such established maintenance program, as the case may be). All Tenant contractors performing alterations, replacements, or repairs that are required or permitted by this Lease shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

If Landlord elects, Landlord may perform routine inspections and make repairs to systems and equipment serving the Premises, such as HVAC, fire protection and sprinkler systems equipment.

1504. Failure to Make Repairs. If any repairs and/or replacements required to be made by Tenant hereunder are not made within thirty (30) days after written notice thereof by Landlord to Tenant (provided such repairs and/or replacements are of a nature such that they can reasonably be completed within such time period, and if they are not, Tenant shall commence such repairs within such thirty (30) days and thereafter diligently pursue same to completion), such failure shall constitute an Event of Default under this Lease, and Landlord may, at its option, make any or all such repairs and/or replacements without additional prior notice or liability to Tenant for any loss or damage which may result to Tenant's business by reason of such repairs and/or replacements (including, without limitation, damage to Tenant's business). As set forth in Sections 1901(a) and 2604, Landlord may make repairs and/or replacements without notice to Tenant if necessary in the event of an emergency. If Landlord makes any of the foregoing repairs, Tenant shall pay Landlord, within thirty (30) days of demand therefor accompanied by reasonable evidence of such expenditures, the cost of such repairs and/or replacements.

ARTICLE 16 SURRENDER OF PREMISES; HOLDING OVER

1601. Surrender. Tenant, on the Expiration Date, shall peaceably surrender to Landlord the Premises in broom-clean condition and in good repair, reasonable wear and tear, damage by reason of condemnation or other casualty, and damage subject to the terms and provisions of Article 9 hereof excepted and shall return to Landlord any and all keys (including, without limitation, access cards) furnished to, or otherwise procured by, Tenant relating in any way to the Premises or the Shopping Center. Tenant hereby waives any and all notices to vacate. Subject to Section 1602, Tenant shall remove all of its personal property and removable trade fixtures and equipment, as well as its signs and identification marks (collectively "Personal Property") from the Premises at or before the end of the Term. Except as otherwise expressly set forth in this Lease, Tenant agrees to repair all damage caused by such removal. In the event Tenant does not make any repairs as required by this Article 16, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs. Notwithstanding anything to the contrary set forth in this Article 16 or elsewhere in this Lease, in no event shall Tenant be required to restore normal and customary damage and wear to the Premises such as drywall repairs resulting from the removal of its fixtures and equipment. No act or thing done by the Landlord Parties during the Term shall be deemed an acceptance of a surrender of the Premises and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agents shall have any power to accept the keys of the Premises prior to the termination of this Lease, and the delivery of keys to any such agent or employee shall not operate as a termination of this Lease or a surrender of the Premises.

1602. Trade Fixtures. All trade fixtures owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removed by Tenant at the expiration of the Term, or the earlier termination of this Lease, provided Tenant shall not at such time be in default under any covenant, agreement or obligation contained herein; and, if in default, Landlord shall have a lien on such trade fixtures as security against loss or damage resulting from any such default by Tenant, and said trade fixtures shall not be removed by Tenant until such default is cured or Landlord notifies Tenant to remove such trade fixtures (or any items thereof) from the Premises.

1603. Failure to Remove Personal Property. If Tenant fails to remove all of its Personal Property by the Expiration Date, then such Personal Property shall be deemed abandoned by Tenant and, at the option of Landlord, shall become the property of Landlord, or may be removed by Landlord at Tenant's expense, or may be placed in storage at Tenant's expense, or may be sold or otherwise disposed of, in which event, subject to the last sentence of this Section 1603, the proceeds of such sale or other disposition shall belong to Landlord. Tenant's obligations and covenants under this Article 16 shall survive the expiration or termination of this Lease. Landlord may sell Tenant's Personal Property at private sale and without legal process, for such price as Landlord may obtain, and apply the proceeds of such sale against any amounts due under this Lease from Tenant to Landlord and against any and all expenses incident to the removal, repair of any damage to the Premises resulting or caused by such removal, storage and sale of such Personal Property.

1604. Holding Over. In the event that Tenant or anyone claiming under Tenant remains in possession of the Premises after the expiration of the Term of this Lease, and without the execution of a new lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the terms, conditions, provisions, and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy, except for Minimum Rent. The monthly installment of Minimum Rent for each month of any such month-to-month tenancy shall be an amount equal to one hundred fifty percent (150%) of the monthly installment of Minimum Rent payable for the month immediately preceding expiration of the Term. Either Landlord or Tenant may terminate such month-to-month tenancy upon at least thirty (30) days' written notice to the other party. This in no way, however, shall be construed as permitting Tenant to holdover. If Tenant holds over beyond the Term of the Lease, Guarantor's obligations hereunder shall extend to such hold over period and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any modification thereof.

ARTICLE 17
UTILITIES AND TRASH

1701. Utilities. Tenant shall, at its sole cost and expense, pay promptly when due all fees, deposits and charges for water, gas, electricity, heat, sewer rentals or service charges, including use and/or connection fees, impact fees, tap fees, hook-up fees and/or standby fees, any other utility and telecommunication charges incurred by Tenant in its use and/or occupancy of the Premises or furnished to the Premises commencing upon the Lease Commencement Date. If Landlord is required or elects to supply water, gas, electricity, heat or sewer rentals, or any other utility service, for the Shopping Center and/or the Premises, then Tenant shall purchase the same from Landlord at the then-prevailing local rates and charges, and except as otherwise expressly set forth in this Lease, shall pay the charges therefor within thirty (30) days after bills are provided to Tenant. Tenant shall use reasonable diligence in conservation of utilities.

1702. Utility Service Providers.

(a) If permitted by Law, Landlord shall have the right, in its commercially reasonable discretion, at any time and from time to time during the Term, to either contract for competitively priced service from different utility companies ("Alternate Service Providers") than those providing utility service on the date hereof ("Utility Service Providers") or continue to contract for service from the Utility Service Providers.

(b) Tenant shall cooperate with Landlord, the Utility Service Providers, and any Alternate Service Providers at all times and, as reasonably necessary, shall allow Landlord, Utility Service Providers, and any Alternate Service Providers reasonable access to all utility lines, feeders, risers, wiring, and any other machinery and/or equipment within the Premises provided that any work to be done by Landlord, Utility Service Providers, and/or Alternate Service Providers is done in a manner to minimize, to the extent practicable, interference with Tenant's use and occupancy of the Premises.

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

1703. Interruption. Landlord shall not be liable in damages or otherwise for any utility interruption. Notwithstanding the foregoing, in the event that restoration of any interruption of utilities services is not the sole responsibility of the public utility service company or Tenant, Landlord, at Tenant's cost and expense, shall use commercially reasonable efforts, at no cost to Landlord, to assist Tenant in obtaining the restoration of such service after interruption, but Landlord shall not be responsible to Tenant for any interruption. If such interruption is caused by the negligence or willful misconduct of Landlord, its agents or employees, and Tenant is unable to operate its business within the Premises for the Permitted Use for a period of one (1) business day, then Minimum Rent, Monthly Common Area Maintenance Charges, Monthly Tax Charges, Monthly Insurance Charges and Monthly Promotional Fund Charges shall abate commencing after such one (1) business day period and until the earlier of the date on which such utility service is restored, or the date on which Tenant reopens for business.

1704. Trash. Tenant shall arrange for regular, prompt, and reliable trash removal for all trash generated at or associated with the Premises, at Tenant's sole expense, using containers and dumpsters reasonably approved by Landlord and at such times, in such manner, and in such locations, as Landlord may reasonably direct.

If Landlord elects, Landlord may provide common dumpsters for the Shopping Center, or a portion of the Shopping Center, and/or arrange for trash pick-up for one or more tenants. The charges that may be incurred by, or contracted for by, Landlord for maintaining the common dumpsters and/or trash removal are referred to herein as "Trash Charges". If Landlord provides common dumpsters and/or common trash removal services, Tenant shall pay, its allocated share of such applicable Trash Charges either (i) as part of Common Area Maintenance Costs, or (ii) as Additional Rent after being billed for same by Landlord, at Landlord's discretion. Tenant's allocated share of the Common Area Maintenance Costs applicable to the Trash Charges specified above shall be such charges multiplied by a fraction, the numerator of which shall be the gross leasable area of the Premises, and the denominator of which shall be the total gross leasable area of all tenants in the Shopping Center who use the common dumpsters. If Landlord deems Tenant's generation of trash at the Premises to be excessive, Tenant shall pay Landlord, as Additional Rent, the cost for same which exceeds normal trash generation for a tenant of comparable size. If Landlord elects to provide trash services as set forth herein, all such charges shall be competitively priced.

As used herein, "common dumpsters" may also include any refrigerated trash area or refrigerated dumpster (the "Refrigerated Trash Area") that Landlord may elect to provide. If Landlord provides any Refrigerated Trash Area, Tenant shall place all wet trash from the Premises in the Refrigerated Trash Area. If Tenant uses such Refrigerated Trash Area, Tenant shall pay its allocated share of costs applicable for such equipment and the utilities used in connection with such equipment ("Refrigerated Trash Charges"). Tenant's allocated share of the Refrigerated Trash Charges shall be equal to the Refrigerated Trash Charges multiplied by a fraction, the numerator of which shall be the gross leasable area of the Premises and the denominator of which shall be the gross leasable area of the premises of all of the tenants that use the Refrigerated Trash Area.

1705. Governmental Limitations. If any Laws impose mandatory or voluntary controls or guidelines on Landlord or the Shopping Center or any part thereof, relating to the use or conservation of energy, water, light or electricity or the provision of any other utility service provided with respect to this Lease, or if Landlord is required or elects to make alterations to the Shopping Center in order to comply with such mandatory or voluntary controls or guidelines, Landlord may, in its sole discretion, comply with such mandatory or voluntary controls or guidelines, or make such alterations to the Shopping Center. Neither such compliance nor the making of such alterations shall in any event entitle Tenant to any damages, relieve Tenant of the obligation to pay any of the sums due hereunder, or constitute or be construed as a constructive or other eviction of Tenant.

1706. Water Charges. All deposits and charges that may be incurred by, or contracted for by, Landlord in connection with water service at the Shopping Center are referred to as "Water Charges". If and for so long as Landlord supplies the water service for the Premises, Tenant shall pay, its Pro Rata Share of such applicable Water Charges either (i) as part of Common Area Maintenance Costs, or (ii) in the form of the Monthly Water Charge as set forth in Section 201, at Landlord's discretion. Tenant covenants to pay Landlord, as Additional Rent, Tenant's Pro Rata Share of Taxes to Landlord in the form of the Monthly Water Charge, at the same time as Minimum Rent is payable hereunder, without offset, deduction, recoupment, counterclaim, abatement, notice or demand.

ARTICLE 18
SIGNS

1801. Sign Standards. Tenant shall, at its own expense, maintain in good condition and repair an exterior sign, and undercanopy sign if required by Landlord, of such size, color, design, illumination and location, all as designated and approved by Landlord, which approval shall not be unreasonably withheld. The sign(s) must conform to all requirements of governmental and regulatory bodies.

1802. Sign Limitations. Tenant shall not display any sign, lettering or lights on or adjacent to the exterior walls of the Premises, including, without limitation, both interior and exterior surfaces of windows and all surfaces of the Premises, unless first approved by Landlord in writing. Except for normal size, professionally designed and manufactured credit card emblems and store hours, Tenant shall not attach any sign to the inside of any window of the Premises which may be visible through such window from the outside of the building in which the Premises are located without the prior written approval of Landlord. Tenant shall at no time utilize any hand-drawn signs, scotch plaid decal strips or flashing or neon signs or lights in or on the Premises, and the bulbs of all Tenant's permitted signs and lights shall be replaced as soon as they become defective or lose their intensity. No rights are granted to Tenant to use the outer walls or the roof of the Premises for any purpose without Landlord's prior written consent. Tenant shall be responsible, at its sole cost and expense, for the fabrication, installation, maintenance, repair (including replacement) and operation of all its signs. All signage installed by Tenant shall comply with all Laws.

1803. Intentionally Deleted.

1804. Sign Removal. Prior to the Expiration Date, Tenant shall remove all signs in or on the Premises and shall repair any damage, including the filling of holes caused by the installation or removal of the signs.

1805. Identification Signs. If Landlord provides or modifies from time to time Tenant identification signs such as pylon, undercanopy, door signs (for interior tenants), or interior or exterior directory signs, Tenant shall reimburse Landlord for the cost of such additional or modified signage.

Notwithstanding anything to the contrary contained in this Article 18, Landlord hereby acknowledges and agrees that it has approved Tenant's current, existing signage on the Premises and in the Shopping Center, including Tenant's existing panel on the existing pylon signage ("Existing Pylon Sign"), Tenant shall have the continued right to Tenant's existing panel for the entirety of the Lease Term, subject to Section 1806. Tenant shall also have the right to install a panel for the entirety of the Lease Term on the other pylon sign ("Second Pylon Sign"), subject to Section 1806.

1806. Pylon Signs. Landlord agrees that so long as the Existing Pylon Sign and the Second Pylon Sign each exists, subject to applicable codes, regulations, restrictions, requirements and conditions, as well as the initial and continuing approvals of all governmental authorities having appropriate jurisdiction, Tenant shall have the right to maintain its sign panel on the Existing Pylon Sign and the Second Pylon Sign, as applicable, in a location determined by Landlord. Tenant shall be solely responsible for all costs associated with the fabrication, installation, and maintenance of its sign face on the Existing Pylon Sign and the Second Pylon Sign, as applicable, and Tenant shall reimburse Landlord for its allocated share of any and all costs attributable to the operation, maintenance and repair of the Existing Pylon Sign and the Second Pylon Sign, as applicable, as part of Common Area Maintenance Costs.

ARTICLE 19
RIGHTS OF LANDLORD

1901. Reserved Rights. Landlord reserves the following rights with respect to the Premises:

(a) Upon reasonable notice to Tenant, or reasonable oral notice to Tenant's manager on duty (except in the event of an emergency, when Landlord may enter without notice), for Landlord and any Mortgagee, and their representatives, to have free and unrestricted access to, and to enter upon, the Premises at all reasonable hours (or in the event of an emergency at any time) for the purposes of inspecting the Premises, or of making repairs, replacements or improvements in or to the Premises, the building, equipment, or all or any portion of the Shopping Center (including, without limitation, sanitary, electrical, HVAC or other systems), or of complying with Laws, or of exercising any right reserved to Landlord under this Lease (including the right during the progress of any repairs, replacements, improvements or other work permitted or required by this Lease to keep and store within the Premises all necessary materials, tools and equipment); and

(b) To show, at reasonable times, the Premises during ordinary business hours to any existing or prospective Mortgagee, tenant, purchaser, assignee of any loan secured by the Shopping Center, or any portion thereof, or assignee of any interest in Landlord, and/or to any person contemplating the leasing of the Premises or any part thereof. If during the last month of the Term or any renewal or extension thereof, Tenant shall have removed all or substantially all of Tenant's trade fixtures from the Premises, Landlord may immediately enter and alter, renovate, and redecorate the Premises, without elimination or abatement of Rent, and without incurring any liability to Tenant for any compensation or otherwise, and such acts shall have no effect upon this Lease and shall not be deemed to release Tenant from any of Tenant's obligations under this Lease, including the obligations to return certain property, to repair and restore the Premises and to pay the full Rent and other sums due hereunder.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to terminate (as permitted pursuant to the provisions of the Lease) this Lease, or at any time within six (6) months prior to the Expiration Date, a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be placed upon such part of the Premises as Landlord shall require, except on display windows or doors leading into the Premises. Prospective purchasers or tenants authorized by Landlord may inspect the Premises at reasonable hours;

(d) To install or place upon, or affix to, the roof and exterior walls of the Premises equipment, signs, displays, antenna, and any other object or structure of any kind, except that Landlord shall not advertise any other tenants, provided the same shall not materially and adversely impair the structural integrity of the building in which the Premises are located or materially and adversely interfere with Tenant's occupancy;

(e) At any time, and from time to time, to make alterations or additions to, and to build additional stories on, the building in which the Premises are contained, and to build in or on the areas adjoining the Premises, including, without limitation, the Common Area. Landlord also reserves the right to construct other buildings or improvements or add to existing buildings or facilities in the Shopping Center, to expand and/or subdivide the Shopping Center, and to permit others to do so, from time to time;

(f) To discontinue any and all facilities furnished and services rendered by Landlord not expressly covenanted for herein,

it being understood that they constitute no part of the consideration for this Lease;

(g) At any time, and from time to time, to use all or any part of the roof and exterior walls of the Premises for any purpose; to erect scaffolds, protective barriers and other aids to construction on, around and about the exterior of the Premises, provided that access to the Premises shall not be completely denied; to enter the Premises to shore the foundations and/or walls thereof and/or to install, maintain, use, repair, inspect and replace pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Shopping Center in locations which do not materially and adversely interfere with Tenant's use of the Premises. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises;

(h) If an excavation shall be made or authorized to be made upon land adjacent to the Premises, Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Premises form a part from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent;

(i) Intentionally Deleted;

(j) The purpose of the plan annexed hereto as Exhibit A is solely to show the approximate location of the Premises and shall not be deemed to be a warranty, representation or agreement of any kind on the part of the Landlord. Subject to the express terms and conditions of this Lease, Landlord hereby reserves the right at any time, and from time to time, to make changes or revisions in such plan, including, but not limited to, additions to, subtractions from, and/or relocations or rearrangements of, the buildings, parking areas, and other Common Area shown on such plan;

(k) Landlord reserves the right at any time, and from time to time, to add to and incorporate additional land into the Shopping Center and the right to build additional buildings and Common Area on such additional land. Landlord reserves the right to sever the ownership of or title to the various sections of the Shopping Center and/or to place separate Mortgages on such sections and to grant easements to the occupants of any severed portion to use the Shopping Center, or to cause land or buildings which are currently part of the Shopping Center to be treated as if the same are not part of the Shopping Center. Tenant shall execute from time to time such instruments reasonably required by Landlord and its Mortgagee(s) to effectuate the provisions of this Section 1901(k);

(l) If Tenant shall not be personally present to open and permit an entry into the Premises at any time when for any reason an entry therein shall be necessary or permissible, Landlord Parties may enter the same by a master key, or may forcibly enter the same, without rendering Landlord Parties liable therefor, and without any abatement of Rent or in any manner affecting the obligations and covenants of this Lease. Landlord shall exercise its rights of access to the Premises permitted under any of the provisions of this Lease in such manner as to minimize, to the extent practicable, interference with Tenant's use and occupancy of the Premises, provided that Landlord shall incur no additional expense thereby; and

(m) Landlord has the right, at Landlord's sole and absolute discretion, at any time during the Term, to remodel or change the roof and/or other exterior surfaces of the Shopping Center. Tenant understands that, during such remodeling, it might be necessary to remove Tenant's existing sign(s) and that such sign(s) may not be suitable for reinstallation after the remodeling is completed. Such sign(s), or part thereof, which Tenant has installed, shall remain the property of Tenant, but Landlord is released from any and all liability for damages to such sign(s) during its removal, provided said removal was conducted with reasonable care. During any such remodeling, Tenant shall cooperate with Landlord and execute any documentation required or desirable to facilitate the remodeling process. Tenant understands that it may be necessary to erect scaffolds or other construction equipment during the remodeling, but access to the Premises shall not be denied or materially obstructed.

Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other losses or annoyance arising from the exercise of any or all of the rights of Landlord under this Article 19; provided, however, in the event the operation of Tenant's business is materially adversely affected as a result of Landlord exercising its rights under this Article 19, causing Tenant to cease operations at the Premises solely as a result thereof, Tenant shall give Landlord written notice. Commencing on the date that is three (3) days after Landlord receives such notice, Minimum Rent shall abate until the earlier of the date (i) on which such activity ceases or (ii) Tenant can reasonably reopen for business.

ARTICLE 20 **DAMAGE TO PREMISES**

2001. Landlord's Obligation to Restore. If the Premises shall be damaged by fire or other cause, this Lease shall not be terminated and Landlord shall proceed with diligence, subject to applicable Laws, and as soon as practicable after such damage occurs, to repair such damage (excluding Tenant's leasehold improvements, trade fixtures, furniture, equipment and Personal Property or other items Tenant is required to insure or for which it has insurance coverage, all of which shall be restored by Tenant) at the expense of Landlord, if Landlord is insured with respect thereto to the extent of insurance proceeds made available to Landlord by any Mortgagees, or at the expense of Tenant, if Tenant is required to be insured hereunder with respect to such damage (in either case taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved and for such other delays as may result from government restrictions, controls on construction, if any, and strikes, emergencies, and other conditions beyond the control of the parties); provided, however, that if (i) the Premises are damaged by fire or other cause to such extent that the damage, in Landlord's reasonable determination, cannot be fully repaired within ninety (90) days from the date of settlement of the insurance claims and Landlord's obtaining building permits, or (ii) if the building of which the Premises are a part is damaged to the extent of more than fifty percent (50%) of the cost of replacement thereof and such damage cannot be repaired within one hundred eighty (180) days from the date of such occurrence, then Landlord may terminate this Lease by notice to Tenant within sixty (60) days after the date of the casualty. Landlord may only elect to terminate the Lease pursuant to (ii) in the immediately preceding sentence if Landlord also terminates all of the leases with similarly situated tenants in the building of which the Premises are a part provided Landlord has the right to terminate under the terms of such leases. Notwithstanding anything herein to the contrary, Landlord shall have the right to terminate this Lease if (1) insurance proceeds are insufficient to pay the full cost of such repair and restoration, (2) the holder of any Mortgage fails or refuses to make such insurance proceeds available for such repair and restoration, or (3) zoning or other applicable Laws do not permit such repair and restoration.

If this Lease is not terminated by Landlord and Landlord does not either: (i) commence such repairs, rebuilding or restoration with respect to the Premises within sixty (60) days after the date of such damage or destruction (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved, obtaining building permits for such repairs, and for such other delays as may result from government restrictions, controls on construction, if any, and strikes, emergencies, and other conditions beyond the control of the parties); or (ii) complete such repairs, rebuilding or restoration with respect to the Premises

within one hundred eighty (180) days after the date of such damage or destruction (taking into account the time necessary to effectuate a satisfactory settlement with any insurance company involved, obtaining building permits for such repairs, and for such other delays as may result from government restrictions, controls on construction, if any, and strikes, emergencies, and other conditions beyond the control of the parties), then, in either event, Landlord or Tenant may, at any time thereafter, terminate this Lease by sending thirty (30) days' written notice thereof to the other, except, however, Tenant's notice of termination to Landlord shall not be effective if Landlord, within said thirty (30) day period, shall obtain such permit or complete the repairs, rebuilding or restoration as aforesaid, as the case may be.

2002. Abatement. Subject to the provisions of the next succeeding sentence, during the period that Tenant is deprived of the use of the damaged portion of the Premises, Tenant shall be required to pay Rent adjusted in the manner described below to cover only that part of the Premises that Tenant is able to occupy and operate its business at the Premises for the Permitted Use, and the Rent for such space shall be that portion of the total Rent which the amount of the gross leasable area of the Premises remaining that can be occupied by Tenant bears to the total gross leasable area of the Premises. Landlord shall not be liable for delays in making any such repairs that are due to Force Majeure.

2003. Notice. Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises or the Shopping Center.

ARTICLE 21 CONDEMNATION

2101. Taking. If all of the Premises (or all rights of use or occupancy of the Premises) shall be taken or condemned by any governmental or quasi-governmental authority for any public or quasi-public use or purpose, or purchased by such authority under threat of such taking (collectively, a "Taking"), this Lease shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority and the Rent shall be abated on the date when such title vests in such governmental or quasi-governmental authority. If less than all of the Premises is the subject of a Taking, the Rent shall be equitably adjusted on the date when title to the portion of the Premises taken vests in such governmental or quasi-governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any Taking, or for the value of any unexpired portion of the Term, or for loss of profits or moving expenses, or for any other claim or cause of action resulting from such Taking. Tenant shall have the right to make a separate claim against the condemning authority for moving expenses, loss of business, and any other awards to which it may be entitled separately from any award due to Landlord as long as such award to Tenant does not diminish Landlord's award.

If ten percent (10%) or more of the floor area of the Premises or fifteen percent (15%) or more of the Shopping Center shall be acquired or condemned by right of eminent domain for any public or quasi public use or purpose, then Landlord at its election may terminate this Lease by giving written notice to Tenant of its election, and in such event Minimum Rent and all other charges hereunder shall be apportioned abated effective as of the date of such Taking. If at least ten percent (10%) of the Premises should be acquired or condemned by right of eminent domain or for any public use or purpose, then Tenant may terminate this Lease by giving written notice to Landlord of its election within thirty (30) days of such Taking, and in such event Minimum Rent and all other charges due hereunder shall be apportioned and abated effective as of the date of the Taking. If this Lease shall not be terminated as aforesaid, then it shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord) repair or rebuild what remains of the Premises for Tenant's occupancy (provided, however, that Tenant shall restore Tenant's leasehold improvements, trade fixtures, furniture, equipment, and other personal property); and the Minimum Rent and other payments payable hereunder shall be abated in proportion to the area taken (or totally abated if Tenant is reasonably unable to operate its business in the Premises during such repair or rebuilding), according to the nature and extent of the injury to the Premises until such repairs and rebuilding are completed, and thereafter for the balance of the Term. If possible, Landlord shall supply substitute access during such period of reduced accessibility.

ARTICLE 22 BANKRUPTCY

2201. Events of Bankruptcy. The following shall be "Events of Bankruptcy" under this Lease:

(a) Tenant's or Tenant's guarantor, if any, becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth, or territory of the United States (the "Insolvency Laws");

(b) the appointment of a receiver or custodian for all or a substantial portion of Tenant's or Tenant's guarantor, if any, property or assets, or the institution of a foreclosure action upon all or a substantial portion of Tenant's or Tenant's guarantor, if any, real or personal property;

(c) the filing by Tenant or Tenant's guarantor, if any, of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;

(d) the filing of an involuntary petition against Tenant or Tenant's guarantor, if any, as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within thirty (30) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or

(e) Tenant's or Tenant's guarantor, if any, making or consenting to an assignment for the benefit of creditors or a common law composition of creditors.

2202. Landlord's remedies upon the occurrence of an Event of Bankruptcy shall be as follows:

(a) Landlord shall have the right to terminate this Lease and/or any services being provided to Tenant under this Lease by giving notice to Tenant, whereupon Tenant shall be immediately obligated to quit the Premises. Any other notice to quit or notice of Landlord's intention to re-enter is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease without prejudice, subject, however, to the right of Landlord to recover from Tenant all Rent and any other sums accrued up to the time of termination or recovery of possession of the Premises by Landlord, whichever is later, and any other monetary damages or loss of Rent sustained by Landlord; provided, however, and notwithstanding the foregoing or any remedies set forth in this Section 2202, Landlord shall not

have the right to terminate this Lease while a case in which Tenant is the subject debtor under the Bankruptcy Code is pending, unless Tenant or Tenant's trustee in bankruptcy (the "Trustee") is unable to comply with the provisions of Sections 2202(e), (f) and (g) below.

(b) Upon termination of this Lease pursuant to Section 2202(a), Landlord may proceed to recover possession under and by virtue of the provisions of the Laws of the jurisdiction in which the Shopping Center is located, or by such other proceedings, including re-entry and possession, as may be applicable.

(c) Upon termination of this Lease pursuant to Section 2202(a), Landlord shall have the option to relet the Premises for such rent and upon such terms as are not unreasonable under the circumstances and, if the full Rent reserved under this Lease (and any of the costs, expenses, or damages indicated below) shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in Rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the Premises in first-class rentable condition. Landlord, in putting the Premises in good order or preparing the same for re-rental, may, at Landlord's option, make such alterations, repairs or replacements in and to the Premises as Landlord, in its sole discretion, considers advisable and necessary for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from liability under this Lease. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises, or if the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord hereunder.

(d) Any damage or loss of Rent sustained by Landlord as a result of an Event of Bankruptcy may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or in a single proceeding deferred until the Expiration Date (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the Expiration Date), or in a single proceeding prior to either the time of reletting or the Expiration Date, in which event Tenant shall pay Landlord the difference, if any, between the present value of the Rent reserved under this Lease on the date of breach, discounted at eight percent (8%) per annum, and the fair market value of the Lease on the date of breach. If Tenant becomes the subject debtor in a case under the Bankruptcy Code, the provisions of this Section 2202(d) may be limited by the limitations of damage provisions of the Bankruptcy Code. In addition, Tenant shall reimburse Landlord for its reasonable attorneys' fees incurred in enforcing or interpreting the provisions of this Article 22, including, but not limited to, any and all costs incurred in consulting with its attorneys with respect to any suit or dispute under this Lease, whether or not suit is brought, and any and all costs of litigation with respect to such enforcement or interpretation (Tenant acknowledges that the attorney's fees to be paid pursuant to this Section 22 shall be deemed reasonable if billed and paid to Landlord).

(e) If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease pursuant to this Article 22 shall be subject to the rights of Tenant or the Trustee to assume or assign this Lease. Tenant or the Trustee shall not have the right to assume or assign this Lease unless Tenant or the Trustee, within thirty (30) days of the Event of Bankruptcy (a) cures all defaults under this Lease, (b) compensates Landlord for monetary damages incurred as a result of such default, (c) provides "adequate assurance of future performance" (as defined in Section 2202(f) below) and (d) complies with all provisions of Section 2202 of this Lease.

(f) Landlord and Tenant hereby agree in advance that the phrase "adequate assurance of future performance", as used in this Section 2202, includes adequate assurance (a) of the source of Rent and other consideration due under this Lease, and, in the case of an assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of Tenant and its guarantors, if any, as of the time Tenant became Tenant under this Lease; (b) that any assumption or assignment of this Lease is subject to all the provisions hereof, including, but not limited to, location, use and exclusivity, and will not breach any such provisions contained in any other lease or financing agreement; and (c) that any assumption or assignment of this Lease will not disrupt or adversely affect the tenant mix or balance in the Shopping Center.

(g) If Tenant or the Trustee, as applicable, is unable (a) to cure Tenant's defaults, (b) to reimburse Landlord for its monetary damages, (c) to pay when due the Rent due under this Lease, or any other payments required of Tenant under this Lease or (d) to meet the criteria and obligations imposed by Section 2202(f) above, then Tenant agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with Section 2202(a) above.

ARTICLE 23

ASSIGNMENT AND SUBLET

2301. Consent. Without the prior written consent of Landlord in each instance, which consent may be given or withheld in Landlord's sole and absolute discretion, Tenant shall not assign, Mortgage, pledge, encumber, sublet, underlet, license or permit the Premises or any part thereof to be used by others, or otherwise transfer, voluntarily, by operation of law, or otherwise, this Lease or the Premises or any interest herein or therein; provided, however, Landlord's consent for an assignment of this Lease or a subletting of the entire Premises to a single person or entity shall not be unreasonably withheld, conditioned or delayed, subject to Section 2309. Neither the Premises, nor any part thereof, will be used, occupied or managed, or permitted to be used, occupied or managed, by anyone other than Tenant, or used for any purpose other than as permitted under this Lease, or be advertised for subletting. A sale, transfer, assignment, conveyance, endorsement or other disposition of (a) a general partnership interest, if Tenant is partnership, (b) a managing member's interest, if Tenant is a limited liability company or (c) fifty percent (50%) or more of the capital stock of Tenant (if Tenant is a corporation) or of the interest in capital, profits, or losses of Tenant (if Tenant is a partnership, limited liability company or partnership) shall be deemed to be an assignment of this Lease within the meaning of this Section 2301, unless such sale or transfer is made by (i) a publicly owned corporation, (ii) involves the sale or issuance of securities registered under the Securities Act of 1933, as amended, (iii) is made entirely amongst the existing stockholders or interest holders of Tenant, or (iv) results from the death of a stockholder or interest holder of Tenant. The transactions described in this Article are sometimes referred to in Article 23 as a "Transfer", and the person to whom Tenant's interest is transferred shall be referred to as a "Transferee."

2302. Reasonable Consent. Notwithstanding the provision of Section 2301 above, Tenant may assign this Lease or sublet the entire Premises without Landlord's consent, but upon at least thirty (30) days prior notice to Landlord, if:

(i) the Transferee is an affiliate or an entity which may, as a result of a reorganization, merger or consolidation, succeed to the entire business carried on by Tenant, provided the tangible net worth of the Transferee in connection with a reorganization, merger or consolidation, immediately prior to and following such Transfer, shall not be less than the greater of the net worth of the Tenant, on the date hereof or on the date of assignment, whichever is greater; or

(ii) the Transfer is part of a chain-wide assignment or sale of all of Tenant's stores (but no fewer than 5 stores) in the standard metropolitan statistical area (as defined by the United States Bureau of Labor Statistics) wherein the Premises is located, the Transferee has management experience in the particular type of business conducted on the Premises and the Transferee has a tangible net worth (exclusive of good will) sufficient to operate its business and to perform Tenant's obligations under this Lease;

and provided that:

(1) the Transfer consists of all of Tenant's leasehold interest or of the entire Premises, as the case may be, and in the case of an assignment, shall transfer to the assignee all of Tenant's rights in, and interest under, this Lease, including but not limited to, the Security Deposit, if any; and

(2) at the time of such Transfer, this Lease is in full force and effect without any breach or default thereunder on the part of the Tenant that continues beyond the expiration of any notice and cure period; and

(3) the assignee shall (1) assume, by written recordable instrument, the due performance of all of Tenant's obligations under the Lease, including any accrued obligations as of the time of the assignment or subletting, and (2) agree to perform and observe all of Tenant's representations, warranties, and duties under this Lease; and

(4) a copy of the assignment or sublease and the original assumption agreement, both fully executed and acknowledged by the Transferee, and, in the event the Transferee is a corporation, a certified copy of a properly executed corporate resolution authorizing such assumption agreement, shall have been delivered to Landlord within ten (10) days prior to the effective date of such assignment or subletting; and

(5) such Transfer shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease including the requirement to use the Premises only for the Permitted Use; and

(6) the Transferee or its parent, subsidiaries or affiliates shall not be subject to any bankruptcy or insolvency proceedings at the time of such sale.

The term "affiliate(s)" shall mean an entity that directly or indirectly controls or is controlled by, or is under common control with Tenant. For this purpose, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Notwithstanding anything herein to the contrary, Tenant shall not exercise any of its rights under this Section 2302 in a manner intended to circumvent restrictions otherwise contained in this Section 2302 (e.g. a step transaction in which this Lease is assigned to a wholly owned subsidiary whose only asset is this Lease, followed by a sale of such subsidiary's stock to a third party).

2303. Entities. If Tenant is a partnership, (i) each present and future general partner or venturer shall be personally bound by all of the covenants, agreements, terms, provisions and conditions set forth in this Lease and (ii) in confirmation of the foregoing, at the time that Tenant admits any new general partner to its partnership or venturer to its joint venture, Landlord may require, and Tenant shall deliver, an agreement executed by each new partner in form and substance satisfactory to Landlord whereby such new general partner or venturer shall agree to be personally bound by all of the covenants, agreements, terms, provisions and conditions of this Lease, without regard to the time when such new partner is admitted to the partnership or when any obligations under any such covenants, agreements, terms, provisions and conditions accrue.

2304. No Subdivision; Notice. Tenant shall have no right to ever subdivide or sublet a portion of the Premises. If Tenant desires to sublet the entire Premises, or assign this Lease, Tenant shall give written notice to Landlord at least one hundred twenty (120) days but not more than one hundred eighty (180) days prior to the proposed commencement date of the subletting or assignment. The notice shall set forth or be submitted with the following: (i) the name of the proposed Transferee, (ii) the balance sheets and profit and loss statements for the proposed Transferee or any other person to be liable for Tenant's obligations under this Lease covering the prior three (3) years (or for such shorter period as the proposed Transferee or other person may have been in existence), all certified as true and correct by the proposed Transferee, or an authorized officer thereof or such other person as may be liable for Tenant's obligation under this Lease, (iii) a full description of the terms and conditions of the proposed Transfer, including copies of any and all documents and instruments, any purchase and sale agreements, sublease agreements, assignment agreements and all other writings concerning the proposed Transfer, (iv) a description of the proposed use of the Premises by the proposed Transferee, including any required or desired alterations or improvements to the Premises that may be undertaken by such Transferee in order to facilitate its proposed use, (v) a business plan for the proposed Transferee's operations at the Premises, including a statement of projected income, expense, and cash flow for such operation for the two (2) years following the proposed effective date of the Transfer, (vi) a list of personal, business and credit references of the proposed Transferee, (vii) the same information set forth in (i) through (iv) and (vi) of this Section 2304 but pertaining to any guarantor or other person who will be liable in any manner for the payment of any amounts under the Lease, and (viii) any other information, documentation or evidence that may be reasonably requested by Landlord.

2305. Intentionally Deleted.

2306. No Waiver. Consent by Landlord to any assignment, subletting or other Transfer shall not include or be construed as consent to any Transfer by Tenant or its Transferee. Any Transfer by Tenant which does not comply with the provisions of this Article 23 shall be void.

2307. Profit. Notwithstanding Landlord's consent, if Tenant sublets the Premises and at any time receives periodic rent which exceeds that which Tenant would at that time be obligated to pay Landlord under this Lease, Tenant shall pay to Landlord fifty percent (50%) of the gross increase in rent as the rent is received by Tenant.

2308. Assumption. Should Landlord consent to a Transfer, Tenant, its proposed Transferee and Landlord shall execute an agreement, prepared by or acceptable to Landlord in its sole reasonable discretion, under which the proposed Transferee shall be bound by the terms and conditions of this Lease. Any consent by Landlord to a Transfer shall not in any manner be construed to relieve Tenant, any Guarantor or any of their Transferees from obtaining the consent in writing of Landlord to any further Transfer, nor shall the same release or discharge Tenant from any liability, past, present or future, under this Lease, and Tenant shall continue fully liable in all respects hereunder. Further, all of the provisions of this Article 23 shall apply to any proposed Transfer by any Transferee and their respective Transferees. Notwithstanding anything contained herein to the contrary, if Tenant is in default hereunder, Tenant shall not be permitted to make a Transfer.

2309. Reasonableness. Without limiting the generality of this Article 23, it will be reasonable for Landlord to refuse consent to any Transfer if, at the time of either Tenant's notice of the proposed Transfer or the proposed commencement date thereof (i) there shall exist an Event of Default or matter which will become an Event of Default with passage of time or the giving of notice, or both, unless cured; (ii) the proposed Transferee is an entity (aa) with which Landlord is already in negotiation as evidenced by the issuance of a written proposal; (bb) which is already an occupant of the Shopping Center; (cc) which is incompatible with the character of occupancy of the Shopping Center; or (dd) which would subject the Premises to a use which would (1) involve increased insurance, personnel or wear upon the Shopping Center, (2) violate any exclusive rights or restrictions contained in the lease of another tenant of the Shopping Center, or violate Exhibit E attached to this Lease, or conflict with the primary use of another tenant, (3) require any addition to (including improvements thereon) or modification of the Premises, or all or any portion of the Shopping Center, or any additional action by Landlord, in order to comply with building code or other governmental requirements, or (4) increase the governmental parking requirements for the Premises or the Shopping Center; (iii) the tangible net worth (exclusive of good will) of the Transferee, immediately prior to and following such Transfer, is less than the aggregate tangible net worth (exclusive of good will) of Tenant and any guarantors of Tenant's obligations hereunder on the Date of Lease or on the date of Transfer, whichever is greater; (iv) the Transferee has less than five (5) years' experience with respect to owning and operating the same type of business as the Permitted Use; (v) the nature of the proposed Transferee's proposed or likely use of the Premises would involve any increased risk of the use, release or mishandling of any Hazardous Substances (as defined in Article 31 hereinbelow); (vi) the business reputation or character of the proposed Transferee or the business reputation or character of any of its affiliates is not reasonably acceptable to Landlord; (vii) Landlord has not received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Tenant to Landlord (if any) will be paid and all other defaults on the part of Tenant (if any) will be cured prior to the effectiveness of the proposed Transfer; (viii) Landlord is not satisfied that the proposed Transferee's assets, businesses or inventory would not be subject to seizure or forfeiture under any Laws related to criminal or illegal activities; or (x) the Transferee will not qualify as a replacement tenant under any co-tenancy or other similar provision in any other lease or agreement in or affecting the Landlord or the Shopping Center. In no event may Tenant mortgage, pledge or otherwise encumber its leasehold interest as collateral for a debt.

Tenant shall be permitted, without Landlord's prior written consent, to grant licenses, concessions, or leased departments for the business to be conducted by Tenant in the Premises provided: (a) the sales of such concession, licensed or leased department shall be included within Gross Sales; (b) such license, concession or leased department shall not exceed ten percent (10%) of the gross leasable area of the Premises; (c) such license, concession or leased department shall be operated under Tenant's Trade Name in order that such department appears as though it is a part of Tenant's operations; and (d) such concession, licensed or leased department shall not be advertised to the public as being a separate entity.

2310. Continuing Liability. Notwithstanding any permitted Transfer, Tenant shall at all times remain directly and primarily liable for the payment of Rent and for compliance with all of its other obligations under this Lease. Upon the occurrence of an Event of Default under Article 26 of this Lease, if the Premises or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided in this Lease or by law, may collect directly from the assignee or subtenant all rents due and becoming due to Tenant under the sublease and apply the rent against sums due Landlord from Tenant under this Lease. The collection of any Rent directly from an assignee or subtenant shall not be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations nor shall such acceptance of Rent be construed as a waiver of any Tenant violation under Article 23. Any guaranty of Tenant's performance executed as consideration for this Lease shall remain in full force and effect before and after any Transfer. Landlord may require Tenant, and Tenant agrees, to execute a guaranty of this Lease before Landlord consents to any Transfer. Landlord may proceed directly against Tenant without first exhausting any remedies for default which Landlord may have against any Transferee. In the event of a termination, re-entry or dispossession by Landlord following a sublease by Tenant, Landlord may, at Landlord's option, take over all of the right, title and interest of Tenant (as sublessor) under such sublease, and the subtenant shall, at Landlord's option, attorn to Landlord pursuant to the provisions of such sublease.

2311. Review Charges. Tenant shall pay to Landlord \$2,500.00 for attorney's fees and administrative expense involved with the review, processing or preparation of any documentation in connection with a Transfer, whether or not Landlord's consent to such Transfer is required or obtained. Such fee shall be paid at the same time that Tenant submits its request for such assignment or sublet.

2312. Bankruptcy. Anything contained in this Lease to the contrary notwithstanding, and without prejudice to Landlord's right to require a written assumption from each Transferee, any person or entity to whom this Lease is transferred including, without limitation, assignees pursuant to the provisions of the Bankruptcy Code, shall automatically be deemed to have assumed all obligations of Tenant arising under this Lease. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord and shall remain the exclusive property of Landlord and not constitute the property of Tenant or Tenant's estate within the meaning of the Bankruptcy Code. All such money or other consideration not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord.

ARTICLE 24

SUBORDINATION; ESTOPPEL

2401. Subordination. This Lease, automatically and without further act or deed by Tenant, shall be subordinate to any and all Mortgages currently existing or that may hereafter be placed upon the Shopping Center, or any portion thereof, and to any and all renewals, amendments, modifications, participations, consolidations, replacements and extensions thereof. Upon the request of Landlord or any Mortgagee or prospective Mortgagee, Tenant shall confirm such subordination by executing and delivering within ten (10) days of such request whatever documents Landlord or any present or prospective Mortgagee may require. Tenant hereby constitutes and appoints Landlord its true and lawful attorney-in-fact in Tenant's name (which power of attorney shall be deemed irrevocable and a power coupled with an interest) to execute such confirmation if Tenant shall fail to do so within such 10-day period. Said subordination and the provisions of this Section shall be self-operative and no further instrument of subordination shall be required by the holder of any Mortgage, provided that the Mortgagee agrees that, so long as no Event of Default has occurred, not to disturb Tenant's occupancy during the Term. The holder of any Mortgage to which this Lease is subordinate shall have the right (subject to any required approval of the holders of any superior Mortgage) at any time to declare this Lease to be superior to the lien, provisions, operation and effect of such Mortgage and Tenant shall execute, acknowledge and deliver all documents required by such holder in confirmation thereof. This Lease is subject to all documents of record.

Tenant's obligation to subordinate to any future Mortgagee shall be conditioned upon Landlord obtaining for Tenant a non-disturbance agreement on the form subordination, non-disturbance and attornment agreement used by such Mortgagee at Tenant's sole cost and expense.

2402. Estoppel. Tenant shall, at any time and from time to time within thirty (30) days following written notice from Landlord,

execute, acknowledge and deliver to Landlord and any person designated by Landlord in such notice, a statement in writing: (i) certifying, as true and complete, a copy of and identifying all the documents constituting this Lease and the dates thereof, (ii) certifying that this Lease is unmodified and in full force and effect (or if modified, that the same is in full force and effect as modified and stating the date and identifying such modifications), (iii) stating the last dates to which the Minimum Rent and Additional Rent have been paid, the amount(s) thereof and the extent such Rent has been paid in advance, (iv) stating whether Landlord has completed all work or installations required under the Lease, (v) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, or any Event of Default, and (vi) stating or certifying as to such other matters with respect to this Lease, the Premises or the respective parties' obligations hereunder as may be requested by Landlord or by any present or prospective Mortgagee or purchaser of the Premises or Shopping Center. Any such statement delivered pursuant hereto may be relied upon by any owner of the Shopping Center, or any portion thereof, any prospective purchaser of the Shopping Center, or any portion thereof, any Mortgagee, or any prospective assignee of any of the foregoing. The failure of Tenant to deliver any estoppel certificate in the time and in the manner required by this Section 2402 shall be deemed to be Tenant's express acknowledgment that the information set forth in any estoppel certificate delivered to Tenant for execution is true, correct and complete and agreed to by Tenant or, if no such certificate was delivered in advance for Tenant's approval, that the Lease is unmodified, in full force and effect, that no Event of Default in payment or performance exists and that any default which may exist is waived by Tenant. Tenant waives the provisions of any statute or rule of law now or hereafter in effect which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event any foreclosure proceeding is prosecuted or completed or in the event the building in which the Premises are contained, or the Shopping Center or Landlord's interest therein is transferred by foreclosure, by deed in lieu of foreclosure or otherwise.

2403. Attornment. If the Lease is not extinguished upon any such transfer or by transferee following such transfer, then at the request of such transferee, Tenant will attorn to and recognize any purchaser of the Shopping Center, or any portion thereof, at a foreclosure sale under any Mortgage, any transferee who acquires the Shopping Center, or any portion thereof, by deed in lieu of foreclosure, and the successor and assigns of such purchasers, as successor Landlord under this Lease for the unexpired balance of the Term of this Lease upon the same terms and conditions set forth in this Lease.

2404. Mortgagee Liability. Tenant agrees that if any Mortgagee shall succeed to the interest of Landlord under this Lease, such Mortgagee shall not be:

- (a) liable for any act or omission of Landlord;
- (b) liable for the return of all or any part of the Security Deposit unless such Security Deposit has been turned over to the Mortgagee;
- (c) subject to any offsets or defenses which Tenant might have against Landlord;
- (d) bound by any Rent which Tenant might have paid more than one month in advance; or
- (e) bound by any amendment or modification of this Lease made without such Mortgagee's prior written consent,

2405. Evidence. Although the provision of Sections 2401, 2403 and 2404 are effective automatically and without further act or deed by Tenant, Tenant shall execute, acknowledge and deliver any and all documents deemed necessary to further evidence Tenant's agreement with these provisions.

2406. Mortgagee Approval. If Landlord can obtain approval of this Lease by its existing or future Mortgagees only upon the basis of modifications of the terms and provisions of this Lease, Tenant shall agree to such modifications and shall execute any instruments amending this Lease containing such modifications provided that such modifications do not (i) increase Tenant's monetary obligations to Landlord hereunder or (ii) reduce the Term hereof or (iii) otherwise materially adversely affect any material and substantive right of Tenant expressly granted hereunder and if Tenant refuses to approve in writing any such modifications within thirty (30) days after Landlord's request therefor, Landlord shall have the right to terminate this Lease.

2407. Financial Statements. Within thirty (30) days of receipt of a request therefor from Landlord made in connection with a request from Landlord's lender, Tenant shall forward to Landlord a financial statement for its most recent completed fiscal year of Tenant and/or, if applicable, Tenant's guarantor or surety, in form satisfactory to Landlord, certified by Tenant.

2408. Notice to Mortgagee. Tenant shall give any Mortgagee a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of notice of assignment of rents and leases, or otherwise) of the address of such Mortgagees. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagee(s) shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, such additional time as may be necessary if, within such thirty (30) days, any such Mortgagee(s) has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated so long as such remedies are being diligently pursued.

ARTICLE 25 **RECORDATION**

2501. No Recordation. It is agreed that Tenant shall not record this Lease and/or its Exhibits. Any violation of this clause shall be deemed an Event of Default on the part of Tenant, and Landlord, in addition to other remedies available for an Event of Default, shall be entitled to take all steps necessary to remove the Lease and/or its Exhibits from any records.

ARTICLE 26 **DEFAULT**

2601. Events of Default. The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") under this Lease:

- (a) Failure of Tenant to pay when due any installment of Rent hereunder after five (5) days' written notice from Landlord; provided, however, if Landlord provides Tenant with written notice on two (2) occasions during any twelve (12) month period, then during the twelve (12) month period following such second (2nd) notice, Landlord shall not be required to give Tenant notice and Tenant's failure to pay any installment of Rent within five (5) days after the due date shall constitute an Event of Default under this Lease;

- (b) Intentionally Deleted;
- (c) Discontinuance of the operation of Tenant's business at the Premises;
- (d) Vacating and/or abandonment of the Premises;
- (e) An Event of Bankruptcy;
- (f) Tenant's removal or attempt to remove, or manifestation of an intention to remove, Tenant's goods or property from or out of the Premises other than in the ordinary and usual course of business without having first paid and satisfied all obligations to Landlord for all Rent which may become due during the entire Term of this Lease;
- (g) Breach or failure of Tenant to strictly comply with any of the terms and provisions of Articles 9, 23, 24, 25 and 31 of this Lease that continues for five (5) days after notice from Landlord; and
- (h) Tenant's failure to perform any covenant, condition or obligation under this Lease (other than those set forth in Sections 2601(a) through (g) above and 2601(i) through (k) below) within thirty (30) days after written notice and demand by Landlord, unless the failure is of such a character as to require more than thirty (30) days to cure, in which event it shall be an Event of Default upon (a) Tenant's failure to commence and proceed diligently to cure such default within such thirty (30) day period, and/or (b) Tenant's failure to cure such default within sixty (60) days after Landlord's notice to Tenant of such default; provided, however, no such notice shall be required hereunder if Tenant has received a similar notice within three hundred sixty-five (365) days prior to such default.
- (i) Any occurrence that is deemed an Event of Default elsewhere in this Lease.
- (j) If Tenant shall be given three (3) notices of monetary default under this Section 2601 within any period of eighteen (18) months, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of this Lease as identified in such notices.
- (k) The dissolution of Tenant.

2602. Remedies. Upon the occurrence of an Event of Default:

- (a) Landlord may terminate this Lease and/or any services provided to Tenant under this Lease, by giving notice of such termination to Tenant, whereupon this Lease shall automatically cease and terminate, and Tenant shall be obligated to immediately quit the Premises. Any other notice to quit or notice of Landlord's intention to re-enter the Premises is hereby expressly waived. If Landlord elects to terminate this Lease, everything contained in this Lease on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all Rent accrued up to the time of termination or recovery of possession by Landlord, whichever is later, and any and all other monetary damages and/or loss of and/or deficiency in Rent sustained by Landlord.
- (b) Whether or not this Lease is terminated pursuant to Section 2602(a), Landlord may proceed to recover possession of the Premises under and by virtue of the provisions of the Laws of the State of Maryland, or by such other lawful proceedings, including re-entry and possession, as may be applicable.
- (c) Should this Lease be terminated pursuant to Section 2602(a), or if Landlord recovers possession of the Premises pursuant to Section 2602(b), or if Tenant shall abandon or vacate the Premises (whether or not the keys shall have been returned or the Rent shall have been paid) before the Expiration Date without having paid the full Rent for the remainder of the Term, Landlord shall have the option to relet the Premises (or any part thereof, alone or together with other premises) for such rent and upon such terms as Landlord (in Landlord's sole, subjective discretion) may deem advisable and, if the full Rent reserved under this Lease (and the costs, expenses, and damages indicated below) shall not be received by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, loss and/or deficiency in Rent, attorneys' fees, brokerage fees, and expenses of placing the Premises in first-class rentable condition. Landlord, in putting the Premises in good order or preparing the same for re-rental, may, at Landlord's option, make such alterations, repairs and/or replacements in and to the Premises as Landlord, in its sole discretion, considers advisable for the purpose of reletting the Premises, and the making of such alterations, repairs or replacements shall not operate or be construed to release Tenant from any liability under this Lease. Upon any such re-letting all rental received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting and of any necessary alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same become due and payable hereunder. In no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises or, if the Premises are relet, for failure to collect the rent under such reletting, and in no event shall Tenant be entitled to receive the excess, if any, of such net rent collected over the sums payable by Tenant to Landlord.
- (d) Notwithstanding anything herein to the contrary, Landlord shall have the right, upon written notice to Tenant, to accelerate and recover Rent and other amounts due hereunder for the twelve (12) month period following delivery of Landlord's acceleration notice, such amounts to be discounted to present value at an assumed discount rate of six percent (6%) per annum. Upon payment of all sums due hereunder, Tenant shall receive a credit or a rebate at the end of each rental period, against accelerated Rent paid by Tenant hereunder, of any rent actually paid to Landlord by a replacement tenant in a reletting of the Premises during each such twelve (12) month period. In addition, Landlord shall continue to be entitled to collect and Tenant shall pay all accrued past due Rent due hereunder in addition to any accelerated Rent collected hereunder. Upon the expiration of each 12-month period following such acceleration date, Landlord shall be entitled to accelerate and recover Rent and other amounts which will come due for each subsequent twelve (12) month period, discounted to present value at an assumed discount rate of six percent (6%).
- (e) Any damages and/or loss of and/or deficiency in Rent sustained by Landlord may be recovered by Landlord, at Landlord's option: (i) in one (1) or more separate actions, at any time and from time to time, as and to the extent that said damages and/or Rent shall have accrued; or (ii) in a single action deferred until on or after the Expiration Date (in which event Tenant hereby agrees that the cause of action shall not be deemed to have accrued until the Expiration Date), or (iii) in a single proceeding prior to either the time of reletting or the Expiration Date, in which event Tenant agrees to pay Landlord the difference, if any, between (a) the present value of the Rent reserved under this Lease on the date of breach, and (b) the fair market value of the Lease from the date of the breach discounted at eight percent (8%) per annum, the latter remedy hereby acknowledged to be

a fair estimation of Landlord's damages and not an unenforceable penalty.

(f) Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired Term. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction, the right to specific performance, and the right to invoke any remedy allowed at law or in equity or under this Lease.

2603. No Waiver of Rights. If, under the provisions hereof, Landlord shall institute proceedings against Tenant and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any other covenant, condition, agreement or obligation contained in this Lease, nor of any of Landlord's rights under this Lease. No waiver by Landlord of any breach of any covenant, condition or agreement contained in this Lease and the Rules and Regulations promulgated hereunder shall operate as a waiver of such covenant, condition, agreement or rule or regulation itself, or of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No endorsement or statement on any check or letter accompanying a check for payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent and/or to pursue any other remedy provided in this Lease.

2604. Landlord Self-Help. If Tenant defaults in the making of any payment or in the doing of any act under this Lease required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, if made or done by Landlord, with interest thereon at the Lease Interest Rate. Such payment and interest shall constitute Additional Rent hereunder due and payable within five (5) days of Landlord's demand therefor, but the making of such payment or the taking of such action by Landlord shall not operate to cure such default or to estop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled at law, in equity or under this Lease.

2605. Interest. Any sum accruing to Landlord under the provisions of this Lease which shall not be paid within ten (10) days of the due date shall bear interest from the date originally due at the Lease Interest Rate.

2606. Intentionally Deleted.

2607. Waiver of Redemption. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises, or to have a continuance of this Lease for the remainder of the Term after entry of a judgment for possession of the Premises, after being dispossessed or ejected therefrom by process of law or under the terms of this Lease, and/or after the termination of this Lease as herein provided.

2608. Cumulative Remedies. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be lawfully entitled at law, in equity or under this Lease, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law, in equity or under this Lease as if specific remedies were not provided for herein.

2609. Application of Payments. Landlord shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligation of Tenant to Landlord according to Landlord's sole and absolute discretion and regardless of the instructions of Tenant as to application of any such sum, whether such instructions be endorsed upon Tenant's check or otherwise.

2610. Late Charges for Non-Monetary Defaults. In addition to any other rights and remedies which Landlord may have at law, in equity or under this Lease, if (a) Tenant fails to deliver all insurance certificates required under Article 9 hereof within the number of days required in Article 9; or (b) Tenant fails to deliver the statements of Gross Sales to Landlord pursuant to Sections 705 and/or 706 hereof; Tenant shall pay to Landlord, upon demand, a late charge of One Hundred Fifty Dollars (\$150.00) for each thirty (30) day period during which any such failure shall continue.

2611. Landlord Default. If Landlord shall breach, or fail to perform or observe, any agreement or condition in this Lease contained on Landlord's part to be performed or observed, and if Landlord shall not cure such breach or failure within thirty (30) days after Landlord's receipt of written notice from Tenant specifying such breach or failure (or, if such breach or failure shall reasonably take more than thirty (30) days to cure, and Landlord shall not have commenced to cure within the thirty (30) days and has not diligently prosecuted the cure to completion), Tenant may, at Tenant's option, cure such breach or failure for the account of Landlord and any reasonable amount paid or incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant therefor; provided, however, Tenant may cure any such breach or failure as aforesaid prior to the expiration of said waiting period if an emergency situation exists and the immediate curing of such breach or failure is necessary to protect the Premises, property located therein, or persons from imminent injury or damage (however, in such event, Tenant shall use reasonable efforts to give Landlord oral, facsimile, or E-Mail notice). Notwithstanding the foregoing, if Landlord, within thirty (30) days after receipt of a notice of default from Tenant, notifies Tenant that it disputes the existence of such default, then the dispute shall be submitted to arbitration and Tenant shall not make any repairs until the arbitrator has rendered a decision that Landlord is in default. Landlord agrees to pay Tenant the reasonable amount paid or incurred by Tenant in curing such breach or failure within thirty (30) days after the date Landlord receives copies of invoices from Tenant detailing such work performed by Tenant. Tenant shall have no right to deduct or withhold from its Rent any amount owed by Landlord. Notwithstanding anything to the contrary in the foregoing, Tenant's right to cure Landlord's breaches or failures shall be limited to the performance of Landlord's maintenance and repair obligations under this Lease which directly relate to the Premises. In no event shall Tenant have the right to exercise its right to cure in regard to the Common Area, or other tenant premises in the Shopping Center.

ARTICLE 27

LEGAL PROCEEDINGS AND NOTICES

2701. Litigation Costs. Should an Event of Default occur and/or should Landlord file suit against Tenant for any reason, including, but not limited to, a suit for possession of the Premises, payment of Rent, damages, or to enforce or interpret the provisions of this Lease, then Tenant shall reimburse Landlord for its reasonable attorneys' fees and all expenses and costs of litigation, including any appeals. If suit is filed for past due Rent and/or money damages, Landlord shall be entitled to attorneys' fees in an amount not less than fifteen percent (15%) of the monies awarded to Landlord.

2702. Governing Law. This Lease is made pursuant to, and shall be governed by and construed in accordance with, the Laws of the State of Maryland and any applicable local or county Laws. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against the party who itself or through its agent prepared the same since both Landlord and Tenant have had the opportunity to fully negotiate this Lease and to procure and consult with legal counsel of their choosing.

2703. Severability. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. In the event that any provision of this Lease would be deemed unenforceable due to the excessiveness or unreasonableness of any fee, charge, cost or expense for which payment is required thereby, then such provision automatically shall be deemed to be modified to provide that the amount of such fee, charge, cost or expense shall be the maximum amount permitted by law and such provision, as so modified, shall be enforced.

2704. Notices. Any notice, demand or other communication required or permitted by law or any provision of this Lease to be given or served on either party shall be in writing, addressed to the party at the address set forth in Section 201, or such other address as the party may designate from time to time by notice, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, without limitation, Federal Express, Airborne or UPS). Any party shall have the right from time to time and at any time, upon at least ten (10) days' prior written notice delivered pursuant to the terms hereof, to change its respective address and to specify any other address within the United States of America, provided said new address is not a post office box or facsimile number. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation. The "undeliverable date" shall mean the date the notice was first unsuccessfully attempted. Notice from an attorney or agent acting or purporting to act on behalf of a party shall be deemed notice from such party if such attorney or agent is authorized to act on behalf of such party.

ARTICLE 28 SUCCESSORS AND ASSIGNS

2801. Transfer of Landlord's Interest. If in connection with or as a consequence of the sale, transfer or other disposition of the Shopping Center, or any portion thereof, Landlord ceases to be the owner of the Shopping Center or any portion thereof, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations under this Lease on the part of Landlord to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said Shopping Center shall, subject to the provisions contained in Sections 2401 and 2404 thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord thereafter accruing while such party is the owner of the Shopping Center. Any Deposits or other security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to its successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto.

2802. Multiple Tenants. If there shall be more than one party constituting Tenant, they shall all be bound jointly and severally by the terms, covenants, agreements and obligations under this Lease and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one party constituting Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee, sublessee or other transferee, of Tenant unless the Transfer to such transferee has been approved by Landlord in writing in accordance with this Lease but no approval of a sublease shall be deemed to create a privity or landlord and tenant relationship between Landlord and any subtenant.

2803. Binding on Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, Tenant and their respective successors and assigns; provided, however, no rights shall inure to the benefit of any assignee or successor of Tenant to the extent such assignee or successor acquired any purported interest herein in violation of Article 23. Subject to Sections 2401 and 2404, upon any sale or other transfer by Landlord of its interest in the Premises, and assumption of possession of the Premises by the transferee, such transferee shall be solely responsible for all obligations of Landlord under this Lease accruing thereafter and Landlord shall be fully and forever released of its obligations hereunder.

ARTICLE 29 BROKERS AND AGENTS

2901. Brokers. Each of the parties hereto represents and warrants that, other than the brokerage commission payable by Landlord to Landlord's Agent and the Brokers referred to in Section 201 pursuant to a separate agreement, there are no other brokerage commissions or finders' fees of any kind due in connection with this Lease, and each of the parties hereto shall indemnify the other against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of attorneys' fees in connection therewith).

2902. Landlord's Agent. The Landlord Agent(s) listed in Section 201 are acting as Landlord's Agent only and shall not in any event be held liable to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants, conditions or obligations of this Lease or for any action or proceedings that may be taken by Landlord against Tenant, or by Tenant against Landlord, including, but not limited to, any such action arising out of, in connection with or in any manner relating to, the performance or nonperformance by Landlord's Agent of any act pursuant to this Lease or Landlord's direction. Any waiver by Tenant of Landlord's liability under this Lease, including, but not limited to, any waiver of subrogation rights, shall apply with equal force and effect to Landlord's Agent. Landlord shall have the right to designate a new Landlord's Agent, from time to time, upon notice to Tenant.

ARTICLE 30 PERSONAL PROPERTY

3001. Lien on Personal Property. This Lease shall constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Shopping Center is located. None of the goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment or other personal property of Tenant situated on or in the Premises shall be removed from the Premises without the prior written consent of Landlord unless all Rent, and all other charges and sums then due to Landlord shall have been paid and discharged in full, and no Event of Default by Tenant has occurred. If required to be effective, upon the occurrence of an Event of Default by Tenant under this Lease, Landlord shall have the option, in addition to any other remedies provided at law, in equity or under this Lease to enter into the Premises with or without the permission of Tenant and take possession of any and all goods, wares, merchandise, inventory, furniture, fixtures, machinery, equipment and other personal property of Tenant situated on or in the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

Notwithstanding the foregoing, within thirty (30) days after Tenant's written request, Landlord agrees to execute a statement acknowledging that Landlord agrees to subordinate any such lien and security interest to any lien or security interest granted by Tenant in or to any of its personal property or equipment as security for indebtedness incurred for the sole purpose of financing the purchase or leasing of any personal property or equipment that is used in connection with the conduct of Tenant's business at the Premises. Such subordination shall be on Landlord's standard form, and in order to be binding upon Landlord, Tenant must provide Landlord with a fully executed copy of such subordination document within ninety (90) days after full execution thereof.

ARTICLE 31

ENVIRONMENTAL COVENANTS AND PROHIBITED MATERIALS

3101. No Hazardous Substances and Moisture Infiltration. Tenant shall maintain the Premises, and its operations thereon, in compliance with all federal, state and local laws, regulations, ordinances, rules, orders, and agency policies or guidelines regarding the environment, human health or safety ("Environmental Laws") that apply to the Premises or its use and will prevent any moisture from penetrating into any adjacent premises or other portion of the Shopping Center. Except to the extent specifically permitted by Exhibit G, Tenant shall not store or use hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Environmental Laws, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. " 9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. " 6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15 U.S.C. " 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Tenant shall cure any spill, leak, discharge, or other release from, on, about or under the Premises. Tenant shall take all measures to preclude any moisture from penetrating any adjacent premises or other portions of the Shopping Center as a result of the operation of the Premises and shall be responsible to Landlord and/or any adjacent tenant directly for any damage caused thereby. Tenant shall not install any underground or aboveground storage tanks on the Premises without Landlord's prior written permission, which may be withheld in Landlord's sole discretion. Tenant shall give Landlord written notice immediately upon Tenant's knowledge of any Hazardous Substances existing in the Shopping Center that impacts soil, groundwater, or surface water, or requires notification of regulators. At any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to (i) inspect any of Tenant's environmental records with respect to the Premises, and (ii) conduct appropriate tests and site investigations of the Premises to determine whether contamination has occurred as a result of Tenant's occupancy of the Premises. Tenant shall respond to any moisture (or mold) conditions that it discovers inside the Premises by notifying Landlord within 24 hours after Tenant identifies such conditions. If such conditions were caused by components of the Premises for which Tenant is responsible, then Tenant shall promptly remediate such conditions in accordance with EPA guidance on mold prevention and remediation in commercial buildings (EPA publication 402-K-01-001). See Section 902(i) for Tenant's obligation to carry Environmental Legal Liability insurance.

3102. Failure to Cure. Notwithstanding the expiration or earlier termination of this Lease, if upon the expiration or earlier termination of this Lease there exists a violation of Environmental Laws at the Premises for which Tenant is liable or if Tenant has failed to fulfill its obligations under this Article 31, and if such violation or failure delays another tenant from commencing its work or operations at the Premises, Tenant shall reimburse Landlord for Landlord's lost rental plus the amount required for Landlord to cure the violation of Environmental Laws and/or to cure Tenant's default by fulfilling Tenant's obligations under this Lease, if possible.

3103. Tenant Indemnification. Tenant shall indemnify, defend and hold Landlord and the Landlord Indemnitees harmless from any and all fines, suits, procedures, claims, liabilities, costs and actions of any kind, including counsel fees (including those incurred to enforce this indemnity or for any other purpose) arising out of or in any way related to (1) the Tenant's (or Tenant Related Parties') use, handling, generation, treatment, storage, disposal, and other management or Release of any Hazardous Substances from, on, about or under the Shopping Center or the Premises, whether or not the Tenant (or Tenant Related Parties) may have acted negligently with respect to such Hazardous Substances; or (2) the Tenant's (or Tenant Related Parties') failure to comply with the provisions of Article 31 of this Lease. Tenant's obligations and liabilities under this Lease survive the expiration or earlier termination of this Lease, and shall continue for so long as Landlord (including any successor or assignee) remains responsible or liable under Environmental Laws or otherwise for either any Releases of Hazardous Substances or for any violations of Environmental Laws that occurred during Tenant's possession of the Premises, unless caused by the Landlord Parties. Tenant's failure to abide by the terms of this Article 31 shall be enforceable by injunction.

ARTICLE 32

APPROVALS

3201. Standards. Except as otherwise expressly set forth in this Lease, any discretionary action or decision or approval or consent requested or required of Landlord under this Lease may be made, granted or denied by Landlord in its sole, absolute and unfettered discretion. Tenant hereby expressly acknowledges and agrees that Landlord shall not be held liable to Tenant, any person claiming under Tenant or any third party as a result of Landlord's approval or failure to approve or consent to any discretionary action or decision requested or required by Landlord under this Lease. If Landlord is found to be in breach of this Lease as a result of Landlord's failure to grant such approval or consent despite the foregoing provisions of this Section, Tenant's sole and exclusive remedy shall be to obtain injunctive relief directing Landlord to grant or deny such approval or consent.

3202. No Plan Approval Liability. Neither approval of the Tenant's Plans and Sign Plans by the Landlord Parties, nor any other inspections or approvals of the improvements on the Shopping Center or plans for construction thereof by Landlord Parties shall constitute a warranty or representation as to the technical sufficiency, adequacy or safety of the plans, structures, any of their component parts, or any other physical condition or feature pertaining to the improvements, it being acknowledged by Tenant that the Landlord Parties have made such approvals solely for determining and protecting the value of Landlord's property for internal purposes, and not as an expert in construction-related matters.

ARTICLE 33

LIABILITY OF LANDLORD

3301. Limitation of Landlord Liability. Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Shopping Center, or any portion thereof, and Tenant shall look solely to such interest for the satisfaction of any liability of Landlord under this Lease, it being specifically agreed that in no event shall Landlord or Landlord's Indemnitees (or any of the officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or

undisclosed) ever be personally liable for any such liability. This Section shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. Notwithstanding anything in this Lease to the contrary, in no event shall Landlord (or any of its officers, trustees, directors, partners, beneficiaries, joint venturers, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be liable for consequential, speculative, or punitive damages, or lost profits. new construction: If by reason of Landlord's failure to complete construction of the Shopping Center or the Premises, Landlord shall be held to be in breach of this Lease, Tenant's sole and exclusive remedy shall be a right to terminate this Lease.

ARTICLE 34 **ENTIRE AGREEMENT AND MISCELLANEOUS**

3401. Entire Agreement. This Lease is intended by the parties to be a final expression of their agreement and a complete and exclusive statement of the terms thereof. All of the agreements, conditions, covenants, terms, warranties, promises, understandings, obligations, limitations, representations, and provisions concerning the leasing of the Premises and/or the Tenant's occupancy in the Shopping Center are expressly contained in this Lease, and none shall be implied. Other than those expressly provided for in this Lease, Landlord or Landlord's Indemnitees have not made, and Tenant Parties have not relied upon, any representations, covenants, agreements, warranties, promises or statements ("Prior Information"); including, without limitation, with respect to estimated gross sales and common area maintenance calculations, any other financial matters, and any matters related to: (i) the Premises; (ii) any other premises in the Shopping Center; (iii) the building of the Shopping Center; (iv) the Shopping Center itself; (v) remodeling and/or redevelopment of the Shopping Center; (vi) past, present or future tenancies, rents, expenses, operations; or (vii) any other matter.

3402. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant.

3403. Time is of the Essence. Time shall be of the essence in the performance of all obligations under this Lease.

3404. Exhibits. The Exhibits attached hereto (or contemplated to be completed and attached to this Lease within the time periods specified in this Lease) are hereby made a part of this Lease as fully as if set forth in the text of this Lease. Unless expressly set forth to the contrary in this Lease, any site plans or tenant lists set forth in this Lease or in Exhibits to this Lease are not intended, in any way, to constitute a representation or warranty by, or on behalf of, Landlord or Landlord's Indemnitees (a) as to the past, current or future layout of the Shopping Center or (b) as to the past, existing or future tenants or occupants in the Shopping Center. The designation and location of store units, tenant names, sizes of premises and other detailed information respecting the Shopping Center and Common Area is not a representation by Landlord that such conditions exist or that, if they do exist, that they will continue to exist throughout all or any part of the Term.

3405. Compliance with Laws. Tenant, at its sole expense, shall comply, and shall cause the Premises to comply, with all Laws that shall impose any duty upon Landlord or Tenant with respect to or arising out of Tenant's use or occupancy of the Premises. Tenant shall reimburse and compensate Landlord for all expenditures made by, or damages or fines sustained or incurred by, Landlord due to nonperformance or noncompliance with or breach or failure to observe an item, covenant, or condition of this Lease upon Tenant's part to be kept, observed, performed or complied with. If Tenant receives notice of any violation of any Laws applicable to the Premises, it shall give prompt notice thereof to Landlord.

Notwithstanding the foregoing, Landlord shall, at its own cost and expense, comply with all Laws, rules, orders, ordinances and regulations now in force, or which may hereafter be in force, which affect the structural portions of the Premises; provided, however, Landlord shall not be required to comply with any such Laws for which it would otherwise be responsible, if the same have been imposed or are applicable as a result of the negligence of the Tenant Parties, Tenant's particular use of the Premises, Tenant's failure to make repairs required of Tenant hereunder, or which are imposed as a result of alterations or improvements made by Tenant, or as a result of Tenant's failure to comply with any of its obligations under this Lease and in such event Tenant shall comply with such Laws.

3406. Rule Against Perpetuities. Notwithstanding any provision in this Lease to the contrary, if the Term has not commenced within twenty-one (21) years after the Date of Lease, this Lease shall automatically terminate on the 21st anniversary of the Date of Lease. The sole purpose of this provision is to avoid any possible interpretation of this Lease as violating the Rule Against Perpetuities or other rule of law against restraints on alienation.

3407. Gender and Number. Masculine, feminine or neuter pronouns shall be substituted for one another, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

3408. Captions. Any headings preceding the text of the several Articles, Sections and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

3409. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. This Lease may also be executed in duplicate, each of which shall be deemed an original.

3410. Third Parties. No term or provision of this Lease is intended to be, nor shall be, for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action under this Lease.

3411. Lease Interpretation. The obligations of Landlord and Tenant, respectively, under this Lease are expressly agreed by the parties to be independent covenants. The term "including", as used in this Lease, shall mean in each instance "including, without limitation" and the listed items following such term shall be construed to be exemplary and not exhaustive.

3412. Execution of Lease. The submission of this Lease to each of Landlord and Tenant shall be for examination and negotiation purposes only, and does not and shall not constitute a reservation of or an obligation of Tenant to lease, or an offer to Tenant to lease, or otherwise create any interest of Tenant in, the Premises or any other premises situated in the Shopping Center unless and until this Lease is fully executed and delivered by Tenant and Landlord. Specifically, neither party hereto shall have any obligation or liability to the other whatsoever at law or in equity (including any claims for detrimental reliance, partial performance, good faith or promissory estoppel or other similar types of claims) unless and until such time as both parties shall have executed and delivered the Lease. This Section supersedes all other conflicting verbal understandings or agreements or language set forth in this Lease.

3413. No Discrimination. Tenant will not discriminate in the conduct and operation of its business in the Premises against any

person or group of persons because of the marital status, physical or mental disability, genetic information, race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

3414. Counterclaims. Tenant shall not impose any counterclaim or counterclaims in summary proceeding or other action brought by Landlord based on failure to pay Rent, holding over or breach of Lease, except to the extent that Tenant's failure to make such claim in such proceeding or action would, as a matter of law, preclude Tenant from raising such claim in any other proceeding or forum.

3415. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any non-monetary act by Force Majeure, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required by the terms of this Lease and shall not operate to delay or extend this Lease Term. "Force Majeure" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, terrorist acts, sabotage, material fire or other material casualty, Severe Weather, or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing, delays of the delayed party's contractor and failure to obtain approvals or permits unless otherwise caused by an event of Force Majeure. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Strikes, walkouts or other labor troubles by the Tenant Parties shall not constitute an event of Tenant Force Majeure. "Severe Weather" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Premises, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim.

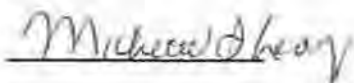
3416. Anti-Terrorism and Money Laundering Representation and Indemnification. Tenant certifies that: (i) neither it nor its officers, directors or controlling owners is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specially Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys fees and costs) arising from or related to any breach of the foregoing certification. Should Tenant, during the Term, be designated an SDN, Landlord may, at its sole option, terminate this Lease.

ARTICLE 35 SPECIAL PROVISIONS

3501. Waiver of Jury Trial. TO INDUCE LANDLORD AND TENANT TO ENTER INTO THIS LEASE, LANDLORD AND TENANT EACH HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL ISSUES CLAIMS, CAUSES OF ACTION AND/OR IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND TENANT OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES AND HEIRS UNDER OR IN CONNECTION WITH THIS LEASE, ANY OF THE PROVISIONS HEREOF, AND/OR TENANT'S USE AND/OR OCCUPANCY OF THE PREMISES. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY LANDLORD AND TENANT, AND LANDLORD AND TENANT EACH ACKNOWLEDGE THAT NEITHER LANDLORD NOR TENANT NOR ANY PERSON ACTING ON BEHALF OF LANDLORD OR TENANT HAS MADE ANY REPRESENTATIONS OF FACT OR LAW TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. LANDLORD AND TENANT EACH FURTHER ACKNOWLEDGE THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS LEASE AND THIS WAIVER WITH LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have executed this Shopping Center Lease under their respective seals as of the day and year first above written.

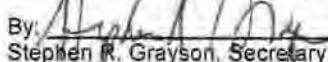
WITNESS:



LANDLORD:

FOX CHAPEL, LLC, a Maryland limited liability company

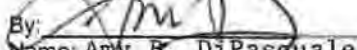
By: FC Manager Inc./Manager

By:  (SEAL)
Stephen R. Grayson, Secretary

OR

By: _____ (SEAL)
Robert B. Gould, President

ATTEST:

By: 
Name: Amy B. DiPasquale
Title: Secretary

[Corporate Seal]

TENANT:

FITNESS WORLD OF GERMANTOWN, INC., a Maryland corporation

By: P.H. Fitness, Inc., a Maryland corporation

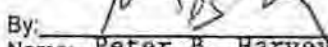
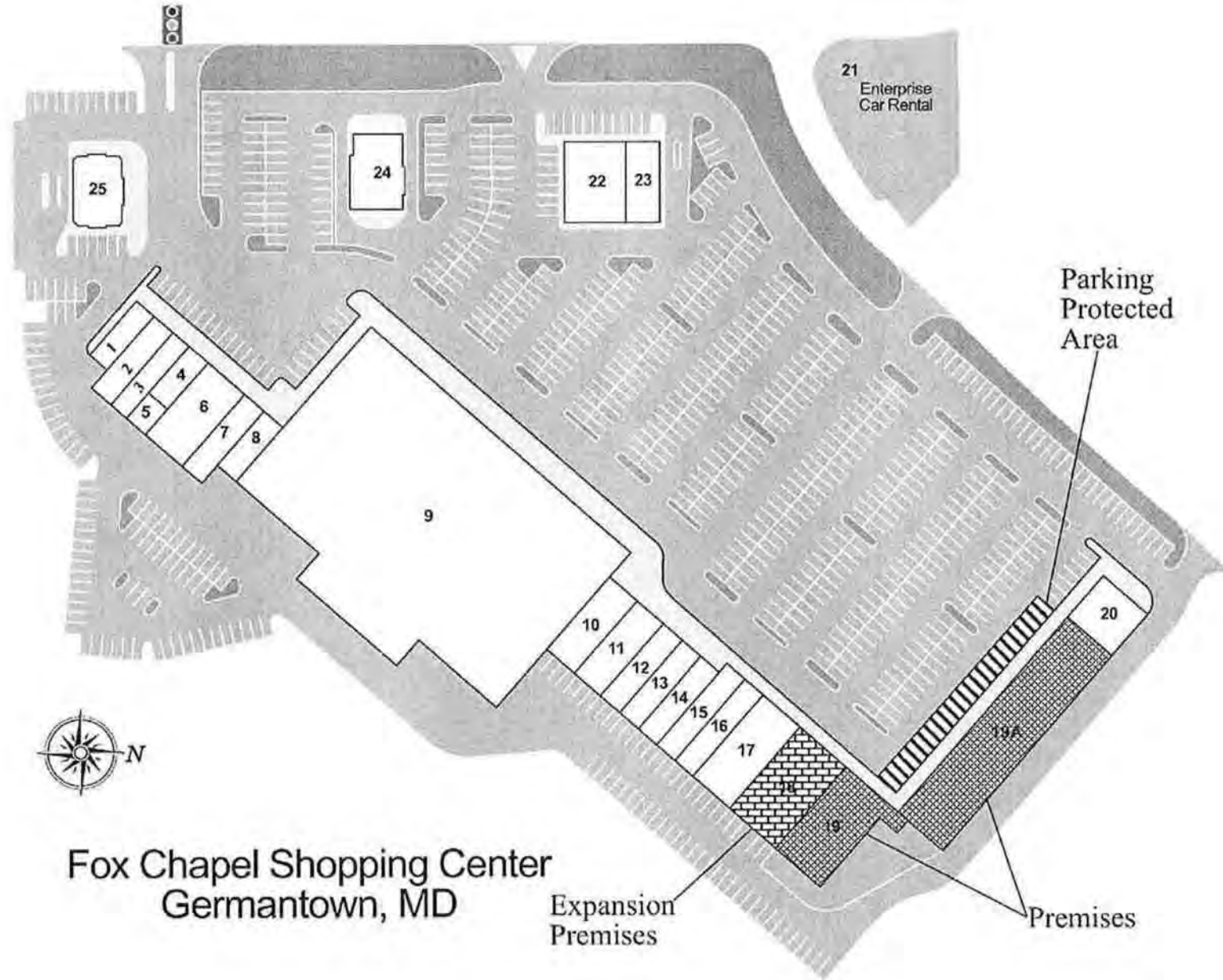
By:  (SEAL)
Name: Peter B. Harvey
Title: President
Federal Tax ID #: 52-2069030

EXHIBIT A
TO
LEASE
Site Plan



Fox Chapel Shopping Center
Germantown, MD

Expansion
Premises

Premises

Parking
Protected
Area

**EXHIBIT B
TO
LEASE**

Rules and Regulations

A. Tenant shall be obligated to do the following:

- (i) Keep the Premises, including all exterior surfaces and both sides of all glass clean, orderly and sanitary;
- (ii) Keep the outside areas adjacent to the Premises clean, orderly and free of ice and snow, rubbish, obstructions and merchandise;
- (iii) Display the certificate of occupancy for the Premises in the Premises (if required by applicable law) and provide Landlord with a copy of the certificate of occupancy for the Premises;
- (iv) Keep the Premises free of garbage and trash and remove the same from the Premises to containers approved by Landlord;
- (v) Maintain the Premises free of insects, rodents, vermin and other pests;
- (vi) Keep all mechanical apparatus free of vibration and noise — live music is prohibited;
- (vii) Procure and maintain at its sole cost and expense any permits and licenses required in the transaction of Tenant's business;
- (viii) Conduct its business in all respects in a dignified manner in accordance with the high standards of first-class store operations;
- (ix) Load and unload goods at such times in the areas and through such entrances as may be designated by Landlord;
- (x) Maintain the temperature in the Premises to prevent freezing of plumbing lines and fixtures;
- (xi) If the Premises connects to a climate controlled interior mall, operate heating and cooling equipment to maintain store temperature between 68°F and 74°F in the winter and between 72°F and 78°F in the summer, or in accordance with the then prevailing government regulations respecting minimum and maximum winter and summer store temperatures;
- (xii) Keep its show windows dressed, using only professionally prepared signage which must be submitted to Landlord for approval prior to installation in accordance with Article 18;
- (xiii) Keep its show windows and exterior signs illuminated from dusk to 10:00 p.m. every day;
- (xiv) Keep the Premises open during the Minimum Store Hours prescribed in Section 201; and
- (xv) Abide by all Rules and Regulations set forth in this Exhibit B as may be changed by Landlord from time to time.

B. Tenant agrees not to do the following:

- (i) Display any sign visible outside the Premises without first having obtained Landlord's written permission;
- (ii) Use the Premises or any other part of the Shopping Center for any Prohibited Use;
- (iii) Cause the accumulation of garbage, trash, rubbish or refuse in the Premises or the Shopping Center;
- (iv) Display or store merchandise outside the Premises;
- (v) Distribute hand bills or other advertising matter or solicit business in the Common Area;
- (vi) Permit parking of any vehicle for more than 24 hours;
- (vii) Attach any awning, antenna, or other projection to the roof or the outside walls of the Premises or the building of which the Premises are a part;
- (viii) If the Premises are in an enclosed mall, be open for business on any day unless the mall is opened and operated by Landlord; and
- (ix) Use or permit the use of objectionable advertising mediums such as loud speakers or other mediums that irritate or have the tendency to irritate other tenants within the Shopping Center or their customers or invitees.

EXHIBIT C
TO
LEASE

Intentionally Deleted

**EXHIBIT D
TO
LEASE**

Sign Criteria

The following criteria shall govern the design, color, size, illumination, location and manner of installation of all of Tenant's signs to be placed on or near the Premises and/or the Shopping Center if Tenant elects to replace its signage:

These regulations are established for the purpose of assuring an outstanding Shopping Center for the mutual benefit of all Tenants. Conformance will be strictly enforced. Any installed nonconforming or unapproved signs must be brought into conformance at the expense of Tenant.

1. GENERAL REQUIREMENTS.

- A. The review process for Landlord's approval or disapproval of Tenant's signage shall comply with the Lease ARTICLE 18.
- B. Tenant shall submit preliminary drawings for the canopy signage for Landlord's approval in accordance with ARTICLE 18 of the Lease. These copies must comply with this EXHIBIT "D".
- C. Proposed signage shall conform to all applicable codes, ordinances and regulations. Tenant shall obtain and pay for all permits, signs and sign installation.

2. SIGN DESIGN.

- A. The character, design, color, and layout of all signs shall be subject to Landlord's prior written approval.
- B. The letters on all signs must be installed in the continuous signband provided by Landlord.
 - (1) Letters shall be internally illuminated channel letters with dark bronze duronodic aluminum sides and ONE (1") inch trimcap with, plastic faces. No additional external illumination shall be permitted.
 - (2) Lettering style shall be subject to approval by Landlord.
 - (3) Depth of all letters shall be FIVE (5") inches. The height of letters shall be no larger than TWENTY (20") inches, and no smaller than FOURTEEN (14") inches.
- C. Signs shall designate only the store name and/or type of store. Designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein. Copy of the Tenant's sign shall not include the product sold or service offered, advertising devises, logos, slogans or other trademarks or services marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

3. SIGNS PERMITTED.

- A. Tenant shall be permitted no more than Three (3) signs; one on the sign band, the service door and the under canopy outrigger sign.
- B. Sign contractor will apply the Tenant's name on the Tenant's REAR service door at Tenant's expense.

4. FABRICATION REQUIREMENTS.

- A. All canopy signs shall be fabricated and installed in accordance with the following requirements: Signs must have the preliminary approval of Landlord before shop drawings are made. Tenant shall submit shop drawings to Landlord for written approval showing sizes of all letters and spacing, type of material, color, dimensions in relation to leasable area, and installation details compatible with construction of the signband. Tenant shall receive Landlord's written approval of those drawings prior to beginning fabrication.
 - (1) All signs shall be fabricated and installed in compliance with all applicable codes and bear the UL label.
 - (2) All permits, if required, by Montgomery County, Maryland will be obtained by Tenant at its expense.
 - (3) All letters shall have 30ma transformers.
 - (4) No sign will be placed in final position without approval by Landlord.
 - (5) All signs shall be installed with a time clock wired to the Tenant's electric service. Time of operation shall be established by Landlord.

5. FABRICATION AND INSTALLATION RESTRICTIONS.

- A. The fabrication and operation of all canopy signs shall be subject to the following restrictions:
 - (1) No exposed neon or fluorescent tubing, incandescent lamps, raceways, ballast boxes, electrical transformers, cross-over, conduit or sign cabinets shall be permitted.
 - (2) No flashing, moving, flickering or blinking illumination shall be permitted.
 - (3) The name and/or stamp of the sign contractor or sign company or both shall not be exposed to view,

6. GENERAL RESTRICTIONS.

- A. Signs shall be placed only on areas designated by Landlord at its sole and exclusive discretion.
- B. Tenant shall only be permitted the Three (3) signs described in this Exhibit.
- C. Vertical copy or signs projecting perpendicular to the building are not permitted.
- D. Advertising devices such as attraction boards, televisions, posters, banners and flags will not be permitted unless approved by Landlord in writing.
- E. Painted, flashing, animated, audible, revolving or any other type of sign that creates the illusion of animation is not permitted.
- F. No exposed neon or fluorescent tubing, incandescent lamps, raceways, ballast boxes, electrical transformers, junction boxes, crossovers, conduit or sign cabinets shall be permitted.
- G. The name and/or stamp of the sign contractor or sign company or both shall not be exposed to view.

7. PROHIBITED SIGN TYPES.

- A. Paper signs or stickers utilized as signs inside or outside glass storefront.
- B. Signs of a temporary character or purpose, irrespective of the composition of the sign or material used therefore.
- C. Painted or printed signs, except ONE (1) non-illuminated, small-scale "signature sign" or "store hours sign", which is lettered on the glass portion of the storefront of the Premises, provided such sign does not exceed THREE (3") inches in height.
- D. Outrigger signs.
- E. Moving signs, rooftop signs, parapet signs, or pylon signs except as noted above.

**EXHIBIT E
TO
LEASE**

Prohibited Uses

Tenant shall not use or permit the use of the Premises for any other business or purpose, except as set forth in Section 201(c) of this Lease and in strict accordance with the Rules and Regulations. No part of the Premises shall be used for any purpose other than retail sales and/or services, offices, restaurants or other commercial purposes which are permitted by applicable zoning and other Laws and which are typically found in first class retail shopping centers in the County in which the Shopping Center is located. No part of the exterior shall be used for an automatic teller machine. No part of the Premises shall be used for any use that would increase the demand or requirement for parking in the Shopping Center in excess of that required by the Permitted Use.

No part of the Premises shall be used in a way that endangers the health or safety of any user of the Shopping Center. **THE FOLLOWING PROHIBITIONS AND RESTRICTIONS SHALL NOT BE DEEMED TO APPLY TO LANDLORD, BUT ONLY TO TENANT UNDER THIS LEASE.** Landlord shall have the right, in Landlord's sole and absolute discretion, to waive all or any of the prohibitions set forth herein upon such matters, terms and conditions as Landlord, in its sole discretion, may determine.

The Premises, in whole or in part, shall not be used or operated directly or indirectly for any of the following:

1. The sale of Vietnamese noodles.
2. The sale of alcoholic beverages for off-premises consumption.
3. A supermarket; supermarket-drugstore; store similar to Giant; drugstore; store that sells drugs which require prescriptions or the presence of a pharmacist; health and beauty aids store; for the retail sale for off-premises consumption of the following items: groceries, meat, seafood, poultry, dairy products, produce, flowers, bakery products, health and beauty aids. A bowling alley; a theatre; or for an amusement center containing coin-operated games, pinball machines or similar devices.
4. A Dentistry practice.
5. Tax preparation services.
6. The operation of a delivery or carry-out business engaged in the sale of pizza, pasta, or other Italian food products.
7. The operation of the following: Arby's, A&W, BoJangles', Back Yard Burgers, Boston Market, Brown's Chicken, Burger Chev, Burger King, Carl's Jr., Checker's, Cheeburger Cheeburger, Chick-Fil-A, Chicken Out, Church's Chicken, Crisp-N-Juicy, Culver's, Dairy Queen (only if it sells hamburgers, roast beef or chicken), El Pollo Loco, Fatburger, Five Guys, Foster's Grille, Fuddruckers, Hardee's, In-N-Out Burgers, Jack-in-the Box, Johnny Rockets, Kentucky Fried Chicken (KFC), Krystal Co., McDonald's, Pollo Camparo, Popeye's Chicken, Rax, Rally's, Red Robin, Sonic, Steak N' Shake, Wendy's, White Castle, What-A-Burger, Zaxby's.

**EXHIBIT F
TO
LEASE**

Guaranty

In order to induce FOX CHAPEL, LLC ("Landlord") to execute and deliver that certain Shopping Center Lease (the "Lease") between Landlord and FITNESS WORLD OF GERMANTOWN, INC., a Maryland corporation ("Tenant") for the Premises which are deemed to contain 14,600 square feet of gross leasable area (as the same may be altered, expanded, reduced or relocated) in the Fox Chapel Shopping Center, Germantown, Maryland ("Shopping Center"), and in consideration thereof, the undersigned PETER HARVEY and VICKI HARVEY, individuals, jointly and severally (collectively, the "Guarantor") hereby unconditionally, absolutely and irrevocably guarantees to Landlord, and its successors and assigns, the prompt and full payment and performance by Tenant of each and every item, covenant, condition, provision and obligation to be paid, kept, observed or performed by Tenant under the Lease, together with any and all costs and expenses, including reasonable attorneys' fees, which may be incurred by Landlord in connection with any default by Tenant under the Lease or enforcing the Lease and/or this Guaranty (collectively the "Obligations"). Guarantor expressly acknowledges that he, she or it has reviewed the Lease and understands the same. If there is more than one Guarantor, the terms and conditions of this Guaranty shall apply to all Guarantors, and they shall all be jointly and severally liable for all obligations. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and legal action may be brought against Guarantor and carried to final judgment either with or without making Tenant or any assignee or successor thereof as a party thereto.

The undersigned further covenants and agrees that Landlord may at any time or from time to time, in its sole and absolute unfettered discretion, without notice to the undersigned:

(a) Extend or change the time of payment of amounts required to be paid by Tenant under said Lease, and/or the manner, place or terms of performance or observance of any of the terms, covenants, conditions, provisions or obligations to be kept, observed or performed by Tenant under the Lease; and/or

(b) Modify any of the terms, covenants, conditions or provisions of the Lease, and/or waive compliance with any of the terms, covenants, conditions, provisions or obligations under the Lease.

Payment by the undersigned under this Guaranty is to be made without requiring any proceedings to be taken against Tenant for the collection of any amounts owed by Tenant under the Lease or for the keeping, performing or observing of any of the terms, covenants, conditions, provisions or obligations to be observed by Tenant under the Lease. The undersigned hereby completely and fully waives (a) notice of acceptance of this Guaranty, (b) presentment for payment, (c) notice of dishonor or default of Tenant under the Lease, (d) protest and notice of protest thereof, (e) any right of setoff, recoupment, counterclaim, abatement or deduction against amounts due under this Guaranty, (f) the right to interpose all substantive and procedural defenses of the law of guaranty, indemnification and suretyship, except the defenses of prior payment or prior performance, and (g) the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty.

Without limiting the generality of the foregoing, the liability of the undersigned under this Guaranty shall not be deemed to have been waived, released, discharged, terminated, impaired or affected by (a) reason of any waiver or failure to enforce or delay in enforcing any of the Obligations, or (b) the granting of any indulgence or extension of time to Tenant, including but not limited to the payment of Rent or for the performance of any of the obligations of the Tenant or forbearance or delay on the part of the Landlord to enforce any of the provisions, covenants, terms, agreements, conditions or stipulations of the Lease, or (c) the assignment of the Lease, or the subletting of the Premises by Tenant, with or without Landlord's consent, or (d) the expiration of the Term of the Lease, or (e) Tenant's holding over beyond the Term of the Lease, or (f) any merger or reorganization or the release or discharge of Tenant or any other guarantor in any voluntary or involuntary receivership, bankruptcy, winding-up or other creditors' proceedings, or (g) the rejection, disaffirmance or disclaimer of the Lease by any party in any action or proceeding, or (h) the release of any collateral held for the Obligations, or (i) any defect or invalidity of the Lease, or (j) the transfer by Guarantor of any or all of the capital stock of Tenant. The liability of the Guarantor shall not be affected by any repossession, re-entry or re-letting of the Premises by Landlord, provided, however, that the net payments received by Landlord after deducting all costs and expenses of repossession and/or reletting the same (including, without limitation, any attorney fees, brokerage fees and any reasonable costs or expenses incurred in redecorating, remodeling, or altering the Premises for reletting) shall be credited from time to time by Landlord to the account of Tenant and Guarantor and Guarantor shall pay any balance owing to Landlord from time to time, immediately upon being given written notice of demand by Landlord in the manner for providing notice set forth in the Lease.

If Tenant holds over beyond the term of the Lease, Guarantor's obligations hereunder shall extend to such holdover period and apply with respect to the full and faithful performance and observance of all of the covenants, terms, and conditions of the Lease and of any modification thereof.

This Guaranty shall be binding upon the undersigned, and all successors, assigns, personal or legal representatives and heirs, and shall inure to the benefit of Landlord and Landlord's successors and assigns. The undersigned hereby consents and agrees that this Guaranty may be assigned by Landlord, without recourse, in connection with any sale or assignment by Landlord of part or all of its interest in the Shopping Center in which the Premises under the Lease are contained.

This Guaranty shall remain in full force and effect until the payment and/or performance of all of the Obligations and all other amounts payable under this Guaranty (whether or not the Lease shall have been terminated). Until the payment and/or performance of all of the Obligations and all amounts payable under this Guaranty, Guarantor: (a) shall have no right of subrogation against Tenant by reason of any payments or acts of performance by the Guarantor in compliance with the obligations of the Guarantor under this Guaranty; (b) waives any right to enforce any remedy which Guarantor now or hereafter shall have against Tenant by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to the Landlord under the Lease.

The terms, covenants, provisions, conditions and obligations contained in this Guaranty may not be waived, changed, modified, discharged, terminated or abandoned, except by agreement in writing, signed by Landlord and Guarantor. Guarantor agrees that it will, from time to time, within ten (10) days after Landlord's request, execute and deliver a statement certifying that this Guaranty is unmodified and in full force and effect. Guarantor hereby constitutes and appoints Landlord its true and lawful attorney-in-fact in Guarantor's name (which power of attorney shall be deemed irrevocable and a power coupled with an interest) to execute such statement if Guarantor shall fail to do so within such ten (10)-day period.

All notices or other communications to be provided pursuant to this Guaranty shall be in writing and shall be deemed to be properly served if sent by Federal Express or similar courier service with overnight delivery, or by professional messenger service (with receipt therefor) or by certified or registered mail, return receipt requested, (i) if to Landlord, c/o The Rappaport Companies, 8405 Greensboro Drive, Suite 830, McLean, Virginia 22102-5121; and (ii) if to Guarantor, at the address set forth below. All notices or other communications to be provided pursuant to this Guaranty sent by certified or registered mail, return receipt requested, first-class postage prepaid shall be deemed effective when they are mailed, otherwise such notices or other communications shall be effective upon receipt.

Waiver of Jury Trial. GUARANTOR HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY OR ALL CLAIMS, CAUSES OF ACTION AND/OR ISSUES IN ANY ACTION OR PROCEEDING BETWEEN LANDLORD AND GUARANTOR OR THEIR SUCCESSORS, ASSIGNS, PERSONAL OR LEGAL REPRESENTATIVES AND HEIRS UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY OF ITS PROVISIONS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR, AND GUARANTOR ACKNOWLEDGES THAT NEITHER LANDLORD NOR ANY PERSON ACTING ON BEHALF OF LANDLORD HAS MADE ANY REPRESENTATIONS OF FACT OR LAW TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. GUARANTOR FURTHER ACKNOWLEDGES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS GUARANTY AND THIS WAIVER WITH LEGAL COUNSEL.

Notwithstanding anything to the contrary contained herein, Guarantor's liability for Rent hereunder shall not exceed an amount equal to the sum of twelve (12) full calendar months of Rent due and payable or which accrues under the Lease from and after the date upon which Tenant has defaulted. Further notwithstanding anything herein to the contrary, and provided that Tenant is not in default under the Lease, then as of the first day of the sixth (6th) Lease Year, Guarantor shall have no further liability thereafter accruing under this Guaranty; provided, however, Guarantor shall be responsible for all liabilities accruing during the first five (5) Lease Years and any expenses incurred by Landlord in collecting the same, including attorneys' fees and interest.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty under seal effective as of the Date of Lease.

WITNESS:



GUARANTOR(S)

 (SEAL)

Peter Harvey

Social Security # 026-40-7925

Notice Address:

10020 Gary Road

Potomac, MD 20854

 (SEAL)

Vicki Harvey

Social Security # 217-72-4295

Notice Address:

10020 Gary Road

Potomac, MD 20854

ACKNOWLEDGEMENT BY GUARANTOR

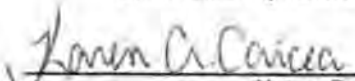
STATE OF md

SS:

COUNTY OF Frederick

I, Karen A. Cauce, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Peter Harvey, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of September 2011.


Notary Public
My commission expires 01/21/14

KAREN A. CAUCE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 21, 2014

ACKNOWLEDGEMENT BY GUARANTOR

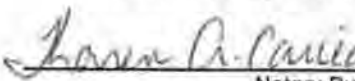
STATE OF md

SS:

COUNTY OF Frederick

I, Karen A. Cauce, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Vicki Harvey, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ____ day of _____, _____.


Notary Public
My commission expires 01/21/14

KAREN A. CAUCE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 21, 2014

**EXHIBIT G
TO
LEASE**

Rider of Additional Lease Provisions

The following special provisions are hereby made a substantive part of this Lease as fully as if set forth within the main text of this Lease:

1. Prior Lease. Tenant currently is occupying the Premises pursuant to a Lease dated October 27, 1995 between Landlord and Tenant (hereinafter referred to as the "Prior Lease"). Notwithstanding anything in the Prior Lease to the contrary, the Prior Lease shall terminate as of 11:59 p.m. on the date preceding the Lease Commencement Date hereof, except that Tenant shall remain obligated to Landlord for payment of any rent, pass-through expenses, and other additional rent which have accrued, or have been incurred by Landlord, but not invoiced to or paid by Tenant as of the Lease Commencement Date, but for which Tenant is liable under the Prior Lease, and for any indemnities set forth in the Prior Lease, and any such costs shall be deemed Additional Rent under this Lease. If this Lease is not consummated for any reason, then the Prior Lease shall remain in full force and effect until its expiration pursuant to its terms.

Tenant hereby waives and releases all demands, charges, claims, accounts, or causes of action of any nature against Landlord or Landlord's employees or agents, including, without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have arisen out of or in connection with the Prior Lease.

If the Prior Lease is terminated because of fire or other casualty, or for reasons other than a default of Tenant or expiration of the term thereof, then this Lease shall terminate upon the expiration date of the Prior Lease, except that any termination right of Tenant due to a casualty at or near the end of the term of the Prior Lease shall not act to terminate this Lease.

A default under the Prior Lease shall constitute an Event of Default under this Lease for which Landlord may exercise any of its remedies under this Lease. In the event the Prior Lease is terminated as a result of the default of Tenant, then upon such termination of the Prior Lease, this Lease shall be terminated as if Tenant shall have committed an Event of Default under this Lease and Landlord shall be entitled to damages and other sums as provided in this Lease. In the event Tenant's right to possession under the Prior Lease shall be terminated as a result of the default of Tenant thereunder, then upon such termination, Tenant's right to possession under this Lease shall terminate as if Tenant committed an Event of Default under this Lease and Landlord shall be entitled to damages, deficiencies and other sums as provided in this Lease.

Tenant hereby represents and warrants that Tenant is, and on the Lease Commencement Date shall be, the sole Tenant of record of the Premises and no person or entity other than Tenant has or shall have any tenancy rights, title or interest in or to the Premises. Tenant hereby represents and warrants that Tenant is able to, and shall convey to, Landlord all of Tenant's rights, title and interest in and to the Premises, and to surrender and terminate the Prior Lease, free of all encumbrances and free from any third party claims of any tenancy right, title or interest in or to the Premises.

2. Expansion Premises. Landlord and Tenant hereby agree to expand the Premises to include certain additional premises (which premises is herein referred to as the "Expansion Premises") designated by cross-hatching on Exhibit A (which is attached hereto and made a part hereof). The Expansion Premises is currently known as Store No. 18, and shall be deemed to contain four thousand four hundred seventy (4,470) square feet.

A. Condition of the Expansion Premises. Tenant hereby agrees to accept possession of the Expansion Premises in the "cold dark shell" condition expressly set forth on Exhibit H. All improvements to the Expansion Premises shall be undertaken by Tenant, subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed, and in accordance with the provisions of the Lease. Upon completion of any such improvements, Tenant shall provide Landlord with written evidence that Tenant has obtained all necessary governmental approvals of such improvements.

B. Delivery of the Expansion Premises. Landlord shall deliver the Expansion Premises to Tenant within eighteen (18) months after the Date of Lease ("Expansion Premises Delivery Deadline") (the date of actual delivery of the Expansion Premises being the "Delivery Date"); it being agreed that, notwithstanding anything to the contrary, Landlord shall not be liable in any way either for any retention of possession of the Expansion Premises by any current tenant or occupant of the Expansion Premises or otherwise in connection with any delay in delivering, or failure to deliver, the Expansion Premises; provided, however, in the event that Landlord fails to deliver the Expansion Premises to Tenant by the Expansion Premises Delivery Deadline, Tenant, as its sole remedy, shall have the right, in its sole discretion, to terminate the Lease effective as of the end of the fifth (5th) Lease Year ("Termination Right") or continue to lease the Premises according to the terms of the Lease. Tenant shall send written notice to Landlord no later than the expiration of the fourth (4th) Lease Year of Tenant's election to exercise its Termination Right or to continue to lease the Premises according to the terms of the Lease ("Election Notice"). Tenant's failure to timely send Landlord the Election Notice shall constitute a waiver of Tenant's Termination Right hereunder and Tenant shall be deemed to have elected to continue to lease the Premises according to the terms of the Lease. Landlord represents to Tenant that, to Landlord's actual knowledge as of the Delivery Date, without independent inquiry, the Expansion Premises shall be free of Hazardous Substances in violation of Environmental Law.

i. Applicability and Modification of Lease Provisions. Upon delivery of the Expansion Premises, in accordance with this Paragraph 2, all references in the Lease to the "Premises" shall mean and refer to both the Premises and the Expansion Premises. Tenant agrees to promptly execute and deliver to Landlord any certificate or other document submitted from time to time by Landlord confirming the Delivery Date and/or such other matters as Landlord shall request. Further, upon the Delivery Date, all other terms and conditions of the Lease shall remain in full force and effect, except that, effective upon the Delivery Date, the following shall apply:

iii. Square Footage of Premises. The square footage of the Premises shall be increased to (and shall be deemed to be) 19,070 square feet.

iii. Expansion Premises Minimum Rent. In addition to the Rent and other sums payable in accordance with the Lease, including, but not limited to, Minimum Rent, Tenant shall pay to Landlord Minimum Rent with respect to the Expansion Premises ("Expansion Premises Minimum Rent"), commencing on the date that is ninety (90) days after the Delivery Date (such date being the "Expansion Premises Rent Commencement Date"), and continuing throughout the Term (including any extension or renewal thereof, including, but not limited to, the Extension Term), as follows:

Lease Year	Monthly	Annually
1	\$7,450.00	\$89,400.00
2	\$7,710.75	\$92,529.00
3	\$7,980.63	\$95,767.56
4	\$8,259.95	\$99,119.40
5	\$8,549.05	\$102,588.60
6	\$8,848.27	\$106,179.24
7	\$9,157.96	\$109,895.52
8	\$9,478.49	\$113,741.88
9	\$9,810.24	\$117,722.88
10	\$10,153.60	\$121,843.20

iii. Tenant's Insurance. Upon delivery of the Expansion Premises, Tenant shall cause all insurance required of Tenant under the Lease to be modified to include the Expansion Premises, and shall deliver to Landlord a certificate of insurance, as required by the Lease, reflecting same.

iv. Tenant's Work. Except for the Allowance set forth below, Tenant will perform all work required to expand into the Expansion Premises at Tenant's sole cost and expense, including installation of signage, HVAC, electrical and plumbing systems. Tenant's plans are subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed.

C. Expansion Premises Allowance. Provided there is no Event of Default under this Lease, Landlord and Tenant hereby agree that Landlord shall reimburse Tenant an amount equal to \$125,000.00 (hereinafter "Allowance"). The foregoing Allowance represents Landlord's entire contribution toward work required by Tenant to open for business in the Expansion Premises. Notwithstanding anything contained herein, the amount of Landlord's contribution shall not exceed the documented costs of Tenant's Work.

The Allowance will be paid by Landlord to Tenant within thirty (30) days after the last of the following occurs:

- (i) Tenant or its general contractor certifies in writing to Landlord, and Landlord approves such certification, that one hundred percent (100%) of the Tenant's Work for the Expansion Premises, as described above, is completed, and 100% of such Tenant's Work is actually completed;
- (ii) Tenant submits to Landlord copies of all paid invoices evidencing Tenant's actual construction costs pertaining to such work;
- (iii) Tenant provides Landlord with appropriate releases of liens (in the form attached hereto as Schedule I) executed by all applicable suppliers, materialmen, contractors and subcontractors;
- (iv) Tenant, or its general contractor, provides Landlord with an affidavit (in the form attached hereto as Schedule II) specifying (a) the names of all contractors, subcontractors, suppliers and materialmen who provided or supplied, labor, services, goods and materials to the Expansion Premises, and (b) that all listed contractors, subcontractors, suppliers and materialmen have been paid in full for the labor, services, goods and materials provided or supplied to the Expansion Premises as of the date of the affidavit;
- (v) Tenant provides Landlord with a copy of Tenant's certificate of occupancy and/or such other document as may be required by the applicable governmental agency in order for Tenant to operate in the Expansion Premises;
- (vi) Tenant actually opens the Expansion Premises for business to the general public in compliance with the Lease; and
- (vii) Tenant has paid the first month's installment(s) of Rent for the Expansion Premises and is current.

If Tenant has not submitted the items required above within one hundred eighty (180) days after Tenant opens for business at the Expansion Premises, then the Allowance will no longer be due or payable.

Landlord at its sole option hereby retains the right to withhold from the Allowance an amount equal to the total monies due to any contractor, subcontractor, supplier or materialman who provided or supplied labor, services, goods or materials to the Expansion Premises. Under no circumstances shall this Lease be construed to confer upon any third person or entity any right or cause of action against the Landlord or Tenant, including, but not limited to, all contractors, subcontractors, suppliers, laborers or materialmen.

Tenant's Work subject to reimbursement pursuant to the Allowance shall include permanent leasehold improvements only, and shall specifically exclude without limitation labor and materials for the following areas of Tenant's Work (to the extent the same are included in scope of Tenant's Work): removable furniture, fixtures and equipment (e.g., removable shelving, computer equipment such as point of sale equipment and other computer equipment such as monitors, and removable restaurant equipment such as ovens and stoves); inventory; moving or relocation; any type of utility deposits; gift certificates; televisions or television equipment; telecommunications lines, telephones or telephone equipment; satellite dishes or satellite dish equipment; office supplies; mileage; food and/or entertainment; uniforms; security system; and signage.

3. Extension Term.

A. Landlord hereby grants to Tenant the conditional right, exercisable at Tenant's option, to extend the Term for one (1) additional period of five (5) Lease Years (each an "Extension Option"), exercisable separately as to each such period as hereinafter provided. If properly exercised and if the conditions applicable thereto have been satisfied, the first extension term shall commence immediately following the end of the initial Term provided in Section 201(b) of this Lease, and in such event, such extension term (an "Extension Term") shall be deemed to be part of the Term. The right of extension herein granted to Tenant shall be subject to, and shall be exercised strictly in accordance with, the following terms and conditions.

B. Tenant shall exercise its Extension Option with respect to the Extension Term by giving Landlord written notice of the exercise thereof (the "Option Notice") not later than twelve (12) months prior to the expiration of the Term. Time is of the essence as to all dates pertaining to Tenant's exercise of an Extension Option. If the Option Notice is not given timely or if Tenant does not exercise the Extension Option or if Tenant has been in default under this Lease at any time during the Term or if Tenant has assigned this Lease or sublet all or any portion of the Premises, then, at Landlord's election, the Option Notice shall be void and Tenant's right of extension with respect to such Extension Option and such Extension Option granted hereby shall thereupon and thereafter lapse, terminate and be of no further force or effect. In no event shall Tenant have the right to extend the Term beyond the expiration of the Extension Term.

C. During the Extension Term, if properly exercised, all the terms, conditions, covenants and agreements set forth in this Lease shall continue to apply and be binding upon Landlord and Tenant, except that the Minimum Rent payable during the first Lease Year of the Extension Term shall be the market rent as reasonably established by Landlord, but in no event less than ten percent (10%) over the prior year. Thereafter, Minimum Rent payable during each Lease Year of the Extension Term shall be increased by three and one-half percent (3 ½%) over the prior Lease Year. With respect to the Extension Term, Landlord shall deliver a notice to Tenant setting forth the Extension Term Minimum Rent within approximately twenty-one (21) days following its receipt of the Option Notice for such Extension Term. If Tenant disagrees with Landlord's determination of "market rent", then Tenant shall notify Landlord in writing of such objection within ten (10) days after receiving the aforementioned notice. Tenant's objection notice shall also identify and appoint a qualified leasing broker (as described below). Tenant's failure to timely object to Landlord's determination shall be deemed acceptance of the market rent set forth in Landlord's notice. Within ten (10) days following Landlord's receipt of Tenant's objection notice, Landlord shall appoint a qualified leasing broker and shall notify Tenant in writing of the appointment. In the event that the two brokers do not agree upon the market rent within thirty (30) days after the date of Landlord's appointment of the second broker, the two brokers shall select a third qualified broker. The third broker shall, within fifteen (15) days of his or her appointment, select as the market rent either (i) the market rent which is proposed by Landlord's appointed broker or (ii) the market rent which is proposed by Landlord's appointed broker. The selection of market rent by the third broker shall be deemed to be the "market rent" for each Extension Term. Landlord and Tenant shall each pay the costs and fees of its own broker, with the costs and fees of the third broker being shared equally. Each leasing broker selected pursuant to this Paragraph 3 shall be a licensed real estate broker with at least five (5) years of retail leasing experience in the Washington, DC metropolitan area. The applicable Option Notice shall be void, and any uncommenced Extension Term granted hereby shall thereupon and thereafter lapse, terminate and be of no further force or effect, unless Tenant shall have executed and returned a lease extension and rent amendment to Landlord with respect to such Extension Term within the later of (xx) thirty (30) days following Tenant's initial receipt thereof, or (yy) if the three broker method was employed, ninety (90) days following Landlord's receipt of the Option Notice relating thereto.

D. Tenant hereby specifically acknowledges and agrees that the time limitations upon the exercise of an Extension Option will be strictly enforced, that any attempt to exercise any Extension Option at any other time shall be void and of no force or effect, and that if any Extension Option is not exercised within the applicable time period, Landlord intends immediately thereafter to undertake appropriate efforts relating to the marketing or management of the Premises. The period of time within which any Extension Option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such Extension Option because of any provisions of this Paragraph 3 or for any other reason whatsoever.

4. Exclusive Use.

A. Landlord shall not hereafter lease any store space within the Shopping Center during the Term to a tenant whose primary business is the operation of a health and fitness center providing health and fitness related services or programs ("Exclusive Use"). As used herein, "primary business" means the provision of health and fitness related services or programs from more than twenty-five percent (25%) of the square footage of such tenant's premises.

B. Tenant expressly understands that the immediately preceding paragraph does not apply to presently existing leases, or to successors or assigns of tenants under such existing leases or to any lease renewals, expansions, extensions, relocations or assignments of such tenants, or to any specialized fitness or health facilities such as, by way of example, dance studios, martial arts studios, yoga or pilates studios, or other specialized fitness training classes or facilities.

C. In the event of a breach of Landlord's agreement set forth in subparagraph A above, Tenant, at its election and as its sole and exclusive remedy for such breach, may terminate this Lease upon prior written notice to Landlord, which notice shall be given by Tenant not less than ninety (90) days prior to the effective date thereof; provided that such termination shall be rendered ineffective if during such ninety (90) day period Landlord causes the cessation of the activities causing the breach. Tenant's right to terminate as provided for in this subparagraph C shall be conditioned upon Tenant giving Landlord notice within six (6) months of the date on which Tenant became aware of Landlord's breach. Failure of Tenant to give such notice within the above time period shall be a waiver of Tenant's right to terminate.

D. This Exclusive Use covenant shall cease and terminate and be of no further force or effect if (i) Tenant is in default under this Lease beyond any applicable notice and cure period, or (ii) the Premises shall cease to be used for the Exclusive Use for a period of thirty (30) days, or (iii) Tenant assigns its rights under this Lease or sublets all or any portion of the Premises in violation of this Lease. If the Exclusive Use granted to Tenant hereunder is found to violate any federal, state or local anti-trust law or other law, governmental rule or regulation, this Exclusive Use provision shall immediately become void and be of no further effect.

5. Early Termination Right. If Tenant sells its business from the Premises as part of a chain-wide assignment or sale of all of Tenant's and its affiliates Fitness First locations to one purchaser, then Tenant shall have the one-time right to terminate this Lease, by giving Landlord notice of such termination between the period commencing on the first of the sixty-sixth (66th) full calendar month of the Term and ending on the last day of the seventy-eighth (78th) full calendar month of the Term, such termination to be effective ninety (90) days after such notice. Provided Tenant timely gives such termination notice, time being of the essence, this Lease shall terminate ninety (90) days after such notice. Notwithstanding the foregoing, Tenant's right to terminate as provided herein shall be subject to the following conditions precedent: (i) Tenant shall not be in default of any term

and provision of this Lease; (ii) Tenant shall pay to Landlord, at the time it gives the termination notice, an amount equal to twelve (12) full calendar months of full Rent that would be due and payable for the 12 month period commencing on the first day following the effective date of termination; and (iii) Tenant shall pay to Landlord, at the time it gives the termination notice, an amount equal to the unamortized portion of the Allowance and unamortized portion of all broker fees incurred by Landlord in connection with this Lease. All Rent and other charges due under this Lease shall be prorated through the effective date of termination and Tenant shall pay all of said sums to Landlord within fifteen (15) days after demand. As time is of the essence, if Tenant does not timely give the termination notice, Tenant's right to terminate shall be null and void.

6. Contingency. The parties hereby agree and acknowledge that Landlord must obtain consent from its lender to enter into this Lease. If, despite using good faith diligent efforts, Landlord is unable to obtain consent from its lender within forty-five (45) days after the Date of Lease, Landlord shall have the right to terminate this Lease by providing written notice to Tenant, in which event, Tenant shall remain in the Premises pursuant to the terms of the Prior Lease.

SCHEDULE I

FINAL RELEASE AND WAIVER OF LIENS

We, the undersigned, are general contractor or subcontractors, materialmen, or other persons furnishing services or labor or materials, as indicated under our respective signatures below, in the construction or repair of improvements upon real estate owned by Landlord and described as follows:

In exchange for payment in the amount of _____, the sufficiency of which is hereby acknowledged, we do hereby, for ourselves, our employees, our subcontractors and materialmen, and all other persons acting for, through or under us, waive, relinquish and release, all right to file or to have filed or to maintain any mechanics' lien or liens or claims against the said building or buildings and appurtenant facilities and structures and real property appurtenant thereto. This Release and Waiver is executed and given in favor of and for the benefit of each and every party legally or equitably, now or hereafter, owning an interest in the subject property and to any party who has made or who in the future makes a loan on said real property and improvements and his, hers, its or their successors and assigns (collectively, the "Owner") and we do further warrant that we have the full right to execute this Release and Waiver and to bind the parties on whose behalf we have affixed our signatures below. This Release and Waiver of Liens shall be an independent covenant and shall operate and be effective as well with respect to work and labor done and materials furnished under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any other and further work done or materials furnished at any time with respect to the subject property subsequent to the execution of this Release and Waiver.

All of the undersigned respectively warrant that all subcontractors and laborers employed by them upon the aforesaid premises have been fully paid and that none of such subcontractors or laborers have any claim, demand, or lien against said premises; and further, that no chattel mortgage, conditional bill of sale or retention of title agreement has been given or executed by any contractor or other party or any of us, for or in connection with any material, appliances, machinery, fixtures, or furnishings placed upon or installed in the aforesaid premises by any of us, other than:

It is understood and agreed that any and all signatures below are for all services rendered, work done and material furnished previously and in the future by the undersigned in any and all capacities, and are not understood to be only for the particular item against which the signature is affixed. This waiver and release is specifically made for the benefit of the Landlord, and may be relied upon unconditionally by the Landlord.

PAGE TWO OF SCHEDULE I - FINAL WAIVER OF LIENS

Witness the following signatures and seals this ____ day of _____, 20__.

(TYPE OF SERVICES, LABOR OR MATERIAL FURNISHED)

"Firm"

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that due execution of the foregoing instrument.

Witness my hand and notarial seal this ____ day of _____, 20__

Notary Public

(Notarial Seal)

My Commission Expires: _____

**EXHIBIT H
TO
LEASE**

Landlord's Work For Expansion Premises

- Item 1. Floor**
Smooth concrete floor ready to receive tenant's finishes.
- Item 2. Roof**
All roof penetrations required for Tenant's work are to be performed at Tenant's expense. Tenant must use Landlord required roofing contractor. Any roof steel reinforcing or angle frames for openings is the responsibility of the Tenant.
- Item 3. Ceiling**
None.
- Item 4. Storefront**
Existing to remain.
- Item 5. Sales Area**
Tenant demising walls (except any walls between the Premises and the Expansion Premises) by Landlord, extending tight to roof deck. Walls to have 5/8" drywall, taped, and sanded, ready to receive paint. Both sides shall have gypsum wallboard to roof deck, as per local code.
- Item 6. Storage Area**
None.
- Item 7. Restroom**
None.
- Item 8. Rear Door (As Required By Code)**
One (1) 3' - 0" x 7' - 0" x 1-3/4" hollow metal door set in hollow metal frame.
- Item 9. Electrical**
Conduit and pull string to space by Landlord.
- Item 10. Lighting**
None.
- Item 11. Heating and Air Conditioning**
None
- Item 12. Water and Sewer**
Water line shall be furnished overhead by Landlord. Tenant will tap into and meter. For sanitary, Landlord 4" lateral minimum sanitary service line at rear of Premises to be tied in to main sanitary sewer line.
- Item 13. Gas (If Available)**
Gas to be provided to meter location per Landlord's plans and specs.
- Item 14. Telecommunications, Data, and Video**
Landlord shall provide empty conduit with pull string from the telecommunications provider minimum point of entry (MPOE) to the rear of the Premises. Tenant will install internal distribution, equipment, outlets/ports, and conductors from the MPOE and within the Premises at its own expense.
- Item 15. Sprinklers**

Sprinklers, if required, to be permitted and installed by Tenant.
- Item 16. Emergency and Exit Lighting**
None.
- Item 17. Mop Sink**
None.

ALL TENANT PLANS AND SPECIFICATIONS MUST BE APPROVED BY LANDLORD IN WRITING PRIOR TO INSTALLATION.
_____ (Tenant Initial)

Note: Tenant shall make application to electric, gas, and telephone utility companies and establish service in Tenant's name prior to turnover of Premises to Tenant for fixture installation.

A. ALL CONSTRUCTION SHALL COMPLY WITH ANY LOCAL CODES. CODE REQUIREMENTS SHALL SUPERSEDE ALL OF THE ABOVE ITEMS.

Attachment 3 - 2013-06-26 Gold's Gym Assignment and Guaranty.pdf

Description -

ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment"), dated as of June 26, 2013, by and among Fitness World of Germantown, Inc., a Maryland corporation ("Assignor"), and GBG Inc., a Virginia corporation ("Assignee"). Any capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Lease (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor and Fox Chapel, LLC ("Landlord") are parties to that certain Lease Agreement; dated November 11, 2011 (as amended, the "Lease"), pursuant to which Landlord did lease to Assignor, and Assignor did lease from Landlord, the Premises (as defined in the Lease), which Premises are located in Germantown, Maryland; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated June 19, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer certain personal property and contracts to Assignee, including the Lease; and

WHEREAS, as an inducement to Assignor to assign the Lease to Assignee, Gold's Gym International, Inc. has agreed to guaranty all of Assignee's obligations under the Lease from and after the date hereof pursuant to, and on the terms contained in, a Guaranty in the form of Exhibit "A" attached hereto in favor of Landlord dated as of the date hereof.

NOW, THEREFORE, in consideration of the Purchase Price and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally and equitably bound, do hereby agree as follows:

1. Assignment and Assumption of Lease.

(a) Assignor hereby assigns, transfers and conveys to Assignee, free and clear of all liens, security interests, prior assignments and other encumbrances (other than any applicable landlord's lien), all of Assignor's right, title and interest, as the tenant in and to the Lease, to have and to hold the same unto Assignee, its successors and assigns, forever, after the date hereof, subject to the terms, covenants, conditions and provisions of the Lease.

(b) Assignee hereby accepts the foregoing assignment and assumes

and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Lease, accruing on or after the date hereof.

(c) Assignee agrees to be bound by and subject to all of the terms, covenants and conditions of the Lease as now in effect or hereafter amended by the mutual agreement of Assignee and Landlord including, without limitation, the obligation to pay the rent and other amounts provided for under the Lease, the covenant to use the Premises for only the purposes specifically permitted under the Lease, unless otherwise approved by Landlord, and the covenant against further assignment.

2. Miscellaneous.

(a) This Assignment and Assumption of Lease may be executed in one or more counterparts, each of which shall constitute a part of the same instrument.

(b) This Assignment and Assumption of Lease is made without any covenant, warranty or representation by Assignor except as otherwise provided in the Purchase Agreement and in this Assignment.

(c) This Assignment shall be governed by and construed in accordance with the laws of the state in which the Premises is located, without giving effect to the conflicts of law or choice of law provisions thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been executed on the date and year first above written.

ASSIGNOR:

Fitness World of Germantown, Inc.,
a Maryland corporation

By: _____

Name: Alex Harn

Title: Pres

ASSIGNEE:

GBG Inc., a Virginia corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment and Assumption of Lease has been executed on the date and year first above written.

ASSIGNOR:

Fitness World of Germantown, Inc.,
a Maryland corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

GBG Inc., a Virginia corporation

By:  _____

Name: R. Brandon Bean

Title: Chairman

EXHIBIT "A"

FORM OF GUARANTY

GUARANTY

This Guaranty (the "Guaranty"), executed by Gold's Gym International, Inc. (the "Guarantor") in favor of Fox Chapel, LLC a Maryland limited liability company with an address of c/o The Rappaport Companies, 8405 Greensboro Drive, Suite 830, McLean, Virginia 22102 (the "Landlord").

RECITALS

WHEREAS, Landlord has leased to GBG Inc., a Virginia corporation (the "Tenant"), and Tenant has leased from Landlord, certain premises located at Fox Chapel Shopping Center, Germantown, Maryland, which premises (the "Premises") is more particularly described in that certain Lease assigned to and assumed by Tenant pursuant to an Assignment and Assumption Agreement dated June 26, 2013 (the "Lease");

WHEREAS, "Obligations" shall mean all obligations, liabilities, and indebtedness of Tenant to Landlord, now or hereafter existing under the Lease from and after the date hereof or with respect to the Premises (including, without limitation all Rent payable by Tenant to Landlord), together with all: (a) interest accruing thereon; and (b) costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord in the enforcement or collection thereof; and

WHEREAS, Landlord, as a condition to entering into the Lease, has required that Guarantor enter into this Guaranty;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, Guarantor covenants and agrees as follows:

1. Guaranty. Guarantor absolutely and unconditionally guarantees the full and prompt payment and performance when due of the Obligations. This Guaranty shall continue, in full force and effect throughout the Term and thereafter, until all of the Obligations are paid and performed in full.
2. Representations. Guarantor hereby represents and warrants to Landlord that: (a) this Guaranty is the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms and conditions; (b) there is no action or proceeding at law or in equity, or by or before any court or governmental instrumentality or agency, now pending against or, to the

knowledge of Guarantor, threatened against, Guarantor that may materially and adversely affect the financial condition of Guarantor; (c) all balance sheets, earnings statements, and other financial data that have been or hereafter may be furnished to Landlord in connection with this Guaranty do and shall represent fairly the financial condition of Guarantor as of the dates on which, and for the periods for which, such balance sheets, earning statements, and other data are furnished; (d) all other information, reports, and other papers and data furnished to Landlord shall be accurate and correct in all material respects at the time given; and (e) Guarantor is solvent.

3. Sublease or Assignment of Lease. In the event the Tenant's interest in the Lease is sublet or assigned, unless Guarantor is expressly released by Landlord under the terms of the Lease or otherwise, Guarantor's obligations under this Guaranty shall continue and the term "Tenant" shall be deemed to include any assignee(s) of Tenant's interest through the full Term of the Lease.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the 26th day of June, 2013.

"GUARANTOR"

Gold's Gym International, Inc.

By: 

Name: R. Brandon Bean

Title: Chairman

Attachment 4 - Gold's Gym - Receivables Ledger 09.2020.pdf

Description -

CM Receivables Ledger
The Rappaport Companies
FOX CHAPEL SHOPPING CENTER
01/20 Through 09/20

Page: 1

Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
Gold's Gym					Building: 131000 FOX CHAPEL SHOPPING CENTER / Lease ID: 000777 / Suite ID: 19			
Contact: Alyssa Haydin / Phone: (469) 608-8452					Master Occp Id: 00000786-1			
	Balance Forward				9,158.13			
1/1/2020	BRR Rent	CH AUTOCHRG	30,958.81		40,116.94		001799	
1/1/2020	CAM Common Area Maintenance	CH AUTOCHRG	4,211.00		44,327.94		001799	
1/1/2020	INS Insurance	CH AUTOCHRG	212.00		44,539.94		001799	
1/1/2020	RET Real Estate Taxes	CH AUTOCHRG	4,330.00		48,869.94		001799	
1/1/2020	TSH Trash	CH AUTOCHRG	105.00		48,974.94		001799	
1/2/2020	BRR Rent	CR Receipt		30,958.81	18,016.13	EFT0102	001799	LOC
1/2/2020	CAM Common Area Maintenance	CR Receipt		4,211.00	13,805.13	EFT0102	001799	LOC
1/2/2020	INS Insurance	CR Receipt		212.00	13,593.13	EFT0102	001799	LOC
1/2/2020	RET Real Estate Taxes	CR Receipt		4,330.00	9,263.13	EFT0102	001799	LOC
1/2/2020	TSH Trash	CR Receipt		105.00	9,158.13	EFT0102	001799	LOC
1/3/2020	WAT Water	CH 11/14/2019-12/19/2019	1,430.47		10,588.60		001850	
1/27/2020	CAM Common Area Maintenance	NC Difference of CAM for Jan 2020		444.00	10,144.60		002133	
1/27/2020	INS Insurance	CH Difference of INS for Jan 2020	8.00		10,152.60		002133	
1/27/2020	RET Real Estate Taxes	CH Difference of RET for Jan 2020	128.00		10,280.60		002133	
1/27/2020	TSH Trash	CH Difference of TSH for Jan 2020	36.00		10,316.60		002133	
1/29/2020	WAT Water	CH 12/19/2019-1/23/2020	1,359.59		11,676.19		002133	
2/1/2020	BRR Rent	CH AUTOCHRG	30,958.81		42,635.00		002133	
2/1/2020	CAM Common Area Maintenance	CH AUTOCHRG	3,767.00		46,402.00		002133	
2/1/2020	INS Insurance	CH AUTOCHRG	220.00		46,622.00		002133	
2/1/2020	RET Real Estate Taxes	CH AUTOCHRG	4,458.00		51,080.00		002133	
2/1/2020	TSH Trash	CH AUTOCHRG	141.00		51,221.00		002133	
2/3/2020	BRR Rent	CR Receipt		30,958.81	20,262.19	EFT0203	002133	EFT
2/3/2020	CAM Common Area Maintenance	CR Receipt		3,767.00	16,495.19	EFT0203	002133	EFT
2/3/2020	INS Insurance	CR Receipt		220.00	16,275.19	EFT0203	002133	EFT
2/3/2020	LAT Late Fee	CH January Late Fee	479.93		16,755.12			
2/3/2020	LAT Late Fee	CR Receipt		479.93	16,275.19	EFT0203		EFT
2/3/2020	RET Real Estate Taxes	CR Receipt		4,458.00	11,817.19	EFT0203	002133	EFT
2/3/2020	TSH Trash	CR Receipt		141.00	11,676.19	EFT0203	002133	EFT
2/3/2020	WAT Water	CR Receipt		1,222.54	10,453.65	EFT0203	002133	EFT
2/10/2020	LAT Late Fee	NC LF Reversl		945.73	9,507.92		002187	
2/10/2020	LAT Late Fee	NC LF Reversl		441.84	9,066.08		002187	
2/10/2020	LAT Late Fee	NC LF Reversl		479.93	8,586.15		002187	

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2/20/2020	CAM	Common Area Maintenance	PR CreditApply	444.00	9,030.15		002133	
2/20/2020	INS	Insurance	CR CreditApply	8.00	9,022.15		002133	APL
2/20/2020	LAT	Late Fee	PR CreditApply	945.73	9,967.88		002187	
2/20/2020	LAT	Late Fee	PR CreditApply	441.84	10,409.72		002187	
2/20/2020	LAT	Late Fee	PR CreditApply	479.93	10,889.65		002187	
2/20/2020	LAT	Late Fee	CR CreditApply		9,943.92		001437	APL
2/20/2020	LAT	Late Fee	CR CreditApply		441.84		001437	APL
2/20/2020	RET	Real Estate Taxes	CR CreditApply	272.00	9,230.08		001437	APL
2/20/2020	RET	Real Estate Taxes	CR CreditApply	128.00	9,102.08		002133	APL
2/20/2020	RET	Real Estate Taxes	CR CreditApply	479.93	8,622.15		001437	APL
2/20/2020	TSH	Trash	CR CreditApply	36.00	8,586.15		002133	APL
2/21/2020	PPD	Prepaid Rent	CR	52.67	8,533.48	EFT0221	002473	EFT
2/21/2020	RET	Real Estate Taxes	CR Receipt		6,234.17	EFT0221	001437	EFT
2/21/2020	TNR	Tenant Reimbursement	CR Receipt		5,136.17	EFT0221	001799	EFT
2/21/2020	TNR	Tenant Reimbursement	CR Receipt		4,806.17	EFT0221	001799	EFT
2/21/2020	WAT	Water	CR Receipt		3,962.83	EFT0221	001850	EFT
2/21/2020	WAT	Water	CR Receipt		3,825.78	EFT0221	002133	EFT
2/21/2020	WAT	Water	CR Receipt		2,645.42	EFT0221	001709	EFT
2/21/2020	WAT	Water	CR Receipt		820.06	EFT0221	001709	EFT
2/26/2020	WAT	Water	CR Receipt		232.93	EFT0226	001850	EFT
3/1/2020	BRR	Rent	CH AUTOCHRG	30,958.81	31,191.74			
3/1/2020	CAM	Common Area Maintenance	CH AUTOCHRG	3,767.00	34,958.74			
3/1/2020	INS	Insurance	CH AUTOCHRG	220.00	35,178.74			
3/1/2020	RET	Real Estate Taxes	CH AUTOCHRG	4,458.00	39,636.74			
3/1/2020	TSH	Trash	CH AUTOCHRG	141.00	39,777.74			
3/2/2020	BRR	Rent	CR Receipt		8,818.93	EFT0302		EFT
3/2/2020	CAM	Common Area Maintenance	CR Receipt		5,051.93	EFT0302		EFT
3/2/2020	INS	Insurance	CR Receipt		4,831.93	EFT0302		EFT
3/2/2020	RET	Real Estate Taxes	CR Receipt		373.93	EFT0302		EFT
3/2/2020	TSH	Trash	CR Receipt		232.93	EFT0302		EFT
3/30/2020	BAF	Billback Admin Fee	CR CreditApply		13.33	EFT0430	001799	APL
3/30/2020	BAF	Billback Admin Fee	CR CreditApply		-39.34	EFT0221	001799	APL
3/30/2020	PPD	Prepaid Rent	PR CreditApply	52.67	13.33	EFT0221	002473	APL
4/1/2020	BRR	Rent	CH AUTOCHRG	30,958.81	30,972.14		002473	
4/1/2020	CAM	Common Area Maintenance	CH AUTOCHRG	3,767.00	34,739.14		002473	
4/1/2020	INS	Insurance	CH AUTOCHRG	220.00	34,959.14		002473	
4/1/2020	RET	Real Estate Taxes	CH AUTOCHRG	4,458.00	39,417.14		002473	
4/1/2020	TSH	Trash	CH AUTOCHRG	141.00	39,558.14		002473	

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4/30/2020	CA1	Annual CAM Rec	CH 2019 - Annual CAM Recon	758.26				
4/30/2020	IN1	Annual Ins Recon	NC 2019 - Annual INS Recon		635.41			
4/30/2020	PYT	Prior Year Real Estate Tax	NC 2019 - Annual RET Recon		971.06			
4/30/2020	TSH	Trash	CH 2019 - Annual TSH Recon	326.28				
5/1/2020	BRR	Rent	CH AUTOCHRG	30,958.81				
5/1/2020	CAM	Common Area Maintenance	CH AUTOCHRG	3,767.00				003038
5/1/2020	INS	Insurance	CH AUTOCHRG	220.00				003038
5/1/2020	RET	Real Estate Taxes	CH AUTOCHRG	4,458.00				003038
5/1/2020	TSH	Trash	CH AUTOCHRG	141.00				003038
5/22/2020	PPD	Prepaid Rent	CR		16,890.00	EFT0522		LOC
5/28/2020	BRR	Rent	CR CreditApply		16,890.00	EFT0522	002473	APL
5/28/2020	PPD	Prepaid Rent	PR CreditApply	16,890.00		EFT0522		APL
6/1/2020	BRR	Rent	CH AUTOCHRG	32,042.37				
6/1/2020	CAM	Common Area Maintenance	CH AUTOCHRG	3,767.00				
6/1/2020	INS	Insurance	CH AUTOCHRG	220.00				
6/1/2020	RET	Real Estate Taxes	CH AUTOCHRG	4,458.00				
6/1/2020	TSH	Trash	CH AUTOCHRG	141.00				
6/9/2020	BAF	Billback Admin Fee	CR CreditApply		13.33			
6/9/2020	CA1	Annual CAM Rec	CR CreditApply		596.73		001799	APL
6/9/2020	CA1	Annual CAM Rec	CR CreditApply		161.53			APL
6/9/2020	IN1	Annual Ins Recon	PR CreditApply	635.41				APL
6/9/2020	INS	Insurance	CR CreditApply		147.60			APL
6/9/2020	INS	Insurance	CR CreditApply		220.00		002473	APL
6/9/2020	PYT	Prior Year Real Estate Tax	PR CreditApply	971.06				APL
6/9/2020	TSH	Trash	CR CreditApply		326.28			APL
6/9/2020	TSH	Trash	CR CreditApply		141.00		002473	APL
6/19/2020	WAT	Water	CH 1/23/2020-2/21/2020	1,274.00				
6/19/2020	WAT	Water	CH 2/21/2020-3/19/2020	1,017.08				
6/19/2020	WAT	Water	CH 3/19/2020-4/20/2020	645.64				
6/19/2020	WAT	Water	CH 4/20/2020-5/18/2020	514.95				
6/29/2020	WAT	Water	CH 5/18/2020-6/17/2020	358.00				
7/1/2020	BRR	Rent	CH AUTOCHRG	32,042.37				003038
7/1/2020	BRR	Rent	PR PAYMENT REV	14,068.81		EFT0720	002473	APL
7/1/2020	BRR	Rent	PR PAYMENT REV	30,958.81		EFT0720		APL
7/1/2020	CAM	Common Area Maintenance	PR PAYMENT REV	3,767.00		EFT0720		APL
7/1/2020	CAM	Common Area Maintenance	PR PAYMENT REV	2,692.93		EFT0720	002473	APL
7/1/2020	CAM	Common Area Maintenance	CH AUTOCHRG	3,767.00				003038
7/1/2020	INS	Insurance	CH AUTOCHRG	220.00				

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7/1/2020	INS Insurance	PR PAYMENT REV	72.40		193,718.38	EFT0720		APL
7/1/2020	PPD Prepaid Rent	CR Prepaid		56,158.95	137,559.43	EFT0720		EFT
7/1/2020	RET Real Estate Taxes	CH AUTOCHRG	4,458.00		142,017.43		003038	
7/1/2020	RET Real Estate Taxes	PR PAYMENT REV	4,458.00		146,475.43	EFT0720		APL
7/1/2020	TSH Trash	PR PAYMENT REV	141.00		146,616.43	EFT0720		APL
7/1/2020	TSH Trash	CH AUTOCHRG	141.00		146,757.43			
7/7/2020	BRR Rent	CR CreditApply		14,068.81	132,688.62	EFT0720	002473	APL
7/7/2020	BRR Rent	CR CreditApply		30,958.81	101,729.81	EFT0720		APL
7/7/2020	CAM Common Area Maintenance	CR CreditApply		3,767.00	97,962.81	EFT0720		APL
7/7/2020	CAM Common Area Maintenance	CR CreditApply		2,692.93	95,269.88	EFT0720	002473	APL
7/7/2020	INS Insurance	CR CreditApply		72.40	95,197.48	EFT0720		APL
7/7/2020	PPD Prepaid Rent	PR CreditApply	56,158.95		151,356.43	EFT0720		APL
7/7/2020	RET Real Estate Taxes	CR CreditApply		4,458.00	146,898.43	EFT0720		APL
7/7/2020	TSH Trash	CR CreditApply		141.00	146,757.43	EFT0720		APL
7/14/2020	BRR Rent	CR Receipt		32,042.37	114,715.06	002473A		LOC
7/14/2020	BRR Rent	CR Receipt		555.06	114,160.00	002473A		LOC
7/14/2020	CAM Common Area Maintenance	CR Receipt		3,767.00	110,393.00	002473A		LOC
7/14/2020	INS Insurance	CR Receipt		220.00	110,173.00	002473A		LOC
7/14/2020	INS Insurance	CR Receipt		220.00	109,953.00	002473A		LOC
7/14/2020	RET Real Estate Taxes	CR Receipt		4,458.00	105,495.00	002473A		LOC
7/14/2020	TSH Trash	CR Receipt		141.00	105,354.00	002473A		LOC
7/14/2020	TSH Trash	CR Receipt		141.00	105,213.00	002473A		LOC
7/14/2020	WAT Water	CR Receipt		1,274.00	103,939.00	002473A		LOC
7/14/2020	WAT Water	CR Receipt		1,017.08	102,921.92	002473A		LOC
7/14/2020	WAT Water	CR Receipt		645.64	102,276.28	002473A		LOC
7/14/2020	WAT Water	CR Receipt		514.95	101,761.33	002473A		LOC
7/14/2020	WAT Water	CR Receipt		358.00	101,403.33	002473A		LOC
7/31/2020	BRR Rent	CR Receipt		31,487.31	69,916.02	EFT0731	003038	EFT
7/31/2020	CAM Common Area Maintenance	CR Receipt		3,767.00	66,149.02	EFT0731	003038	EFT
7/31/2020	RET Real Estate Taxes	CR Receipt		4,458.00	61,691.02	EFT0731	003038	EFT
8/1/2020	BRR Rent	CH AUTOCHRG	32,042.37		93,733.39		004179	
8/1/2020	CAM Common Area Maintenance	CH AUTOCHRG	3,767.00		97,500.39		004179	
8/1/2020	INS Insurance	CH AUTOCHRG	220.00		97,720.39		004179	
8/1/2020	RET Real Estate Taxes	CH AUTOCHRG	4,458.00		102,178.39		004179	
8/1/2020	TSH Trash	CH AUTOCHRG	141.00		102,319.39		004179	
8/20/2020	WAT Water	CH 6/17/2020-7/16/2020	483.93		102,803.32		004405	
9/1/2020	BRR Rent	CH AUTOCHRG	32,042.37		134,845.69		004427	
9/1/2020	CAM Common Area Maintenance	CH AUTOCHRG	3,767.00		138,612.69		004427	

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9/1/2020	INS Insurance	CH AUTOCHRG	220.00		138,832.69		004427	
9/1/2020	RET Real Estate Taxes	CH AUTOCHRG	4,458.00		143,290.69		004427	
9/1/2020	TSH Trash	CH AUTOCHRG	141.00		143,431.69		004427	

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BAF Billback Admin Fee	0.00	285.60	0.00	285.60	0.00	0.00	0.00	
BRR Rent	32,042.37	0.00	282,963.53	173,851.17	0.00	0.00	109,112.36	
CA1 Annual CAM Rec	0.00	0.00	758.26	758.26	0.00	0.00	0.00	
CAM Common Area Maintenance	3,767.00	0.00	34,347.00	18,835.00	444.00	0.00	15,068.00	
IN1 Annual Ins Recon	0.00	0.00	0.00	-635.41	635.41	0.00	0.00	
INS Insurance	220.00	0.00	1,980.00	1,467.60	0.00	0.00	512.40	
LAT Late Fee	0.00	1,387.57	479.93	0.00	1,867.50	0.00	0.00	
PYT Prior Year Real Estate Tax	0.00	0.00	0.00	-971.06	971.06	0.00	0.00	
RET Real Estate Taxes	4,458.00	3,051.24	40,122.00	25,341.24	0.00	0.00	17,832.00	
TNR Tenant Reimbursement	0.00	1,428.00	0.00	1,428.00	0.00	0.00	0.00	
TSH Trash	141.00	0.00	1,595.28	1,172.28	0.00	0.00	423.00	
WAT Water	0.00	3,005.72	7,083.66	9,605.45	0.00	0.00	483.93	
Total:	40,628.37	9,158.13	369,329.66	231,138.13	3,917.97	0.00	143,431.69	19,251.34

Gold's Gym

Contact: Matt Clifford / Phone: 7039313715

Building: 131000 FOX CHAPEL SHOPPING CENTER / Lease ID: 000923 / Suite ID: 18

Master Occp Id: 00000932-1

Balance Forward

-568.28

1/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		8,910.21		001804
1/2/2020	BRR Rent	CR Receipt		9,478.49	-568.28	EFT0102	001804 LOC
1/3/2020	WAT Water	CH 11/14/2019-12/19/2019	136.70		-431.58		001854
1/23/2020	PPD Prepaid Rent	CR ppd		115.86	-547.44	EFT0123	002138 LOC
1/29/2020	WAT Water	CH 12/19/2019-1/23/2020	139.89		-407.55		002138
2/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		9,070.94		002138
2/3/2020	BRR Rent	CR Receipt		9,478.49	-407.55	EFT0203	002138 EFT
2/3/2020	PPD Prepaid Rent	PR CreditApply	136.70		-270.85	EFT0430	001442
2/3/2020	WAT Water	CR CreditApply		136.70	-407.55	EFT0430	001854 APL
2/26/2020	PPD Prepaid Rent	PR CreditApply	24.03		-383.52	EFT0430	001442
2/26/2020	PPD Prepaid Rent	PR CreditApply	115.86		-267.66	EFT0123	002138
2/26/2020	WAT Water	CR CreditApply		115.86	-383.52	EFT0123	002138 APL

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2/26/2020	WAT Water	CR CreditApply		24.03	-407.55	EFT0430	002138	APL
3/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		9,070.94			
3/2/2020	BRR Rent	CR Receipt		9,478.49	-407.55	EFT0302		EFT
3/30/2020	PPD Prepaid Rent	PR CreditApply	219.60		-187.95	EFT0430	001442	APL
4/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		9,290.54		002478	
4/15/2020	BRR Rent	CR CreditApply		187.95	9,102.59	EFT0430	002478	APL
4/15/2020	PPD Prepaid Rent	PR CreditApply	187.95		9,290.54	EFT0430	001442	APL
4/30/2020	IN1 Annual Ins Recon	CH 2019 - Annual INS Recon	584.34		9,874.88		003067	
4/30/2020	TSH Trash	CH 2019 - Annual TSH Recon	485.66		10,360.54		003067	
5/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		19,839.03		003067	
6/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		29,317.52			
6/5/2020	BRR Rent	CR Receipt		8,445.00	20,872.52	EFT0604		EFT
6/19/2020	WAT Water	CH 1/23/2020-2/21/2020	139.89		21,012.41			
6/19/2020	WAT Water	CH 2/21/2020-3/19/2020	118.48		21,130.89			
6/19/2020	WAT Water	CH 3/19/2020-4/20/2020	11.50		21,142.39			
6/19/2020	WAT Water	CH 4/20/2020-5/18/2020	11.50		21,153.89			
6/29/2020	WAT Water	CH 5/18/2020-6/17/2020	11.50		21,165.39			
7/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		30,643.88			
7/14/2020	BRR Rent	CR Receipt		1,033.49	29,610.39	002473A		LOC
7/14/2020	BRR Rent	CR Receipt		9,478.49	20,131.90	002473A		LOC
7/14/2020	WAT Water	CR Receipt		139.89	19,992.01	002473A		LOC
7/14/2020	WAT Water	CR Receipt		118.48	19,873.53	002473A		LOC
7/14/2020	WAT Water	CR Receipt		11.50	19,862.03	002473A		LOC
7/14/2020	WAT Water	CR Receipt		11.50	19,850.53	002473A		LOC
7/14/2020	WAT Water	CR Receipt		11.50	19,839.03	002473A		LOC
7/31/2020	PPD Prepaid Rent	CR Prepaid		16,435.14	3,403.89	EFT0731	004366	EFT
8/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		12,882.38		004184	
8/6/2020	BRR Rent	CR CreditApply		9,290.54	3,591.84	EFT0731	002478	APL
8/6/2020	PPD Prepaid Rent	PR CreditApply	9,290.54		12,882.38	EFT0731	004366	APL
8/20/2020	WAT Water	CH 6/17/2020-7/16/2020	24.51		12,906.89		004410	
9/1/2020	BRR Rent	CH AUTOCHRG	9,478.49		22,385.38		004432	
9/3/2020	BRR Rent	CR CreditApply		7,144.60	15,240.78	EFT0731	004184	APL
9/3/2020	PPD Prepaid Rent	PR CreditApply	7,144.60		22,385.38	EFT0731	004366	APL

Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BRR Rent	9,478.49	0.00	85,306.41	64,015.54	0.00	0.00	21,290.87	
IN1 Annual Ins Recon	0.00	0.00	584.34	0.00	0.00	0.00	584.34	

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Date	Category	SR Description	Debit	Credit	Balance	Receipt Desc.	Invoice	Receipt Type
PPD	Prepaid Rent	0.00 -568.28	0.00	-568.28	0.00	0.00		
TSH	Trash	0.00 0.00	485.66	0.00	0.00	485.66		
WAT	Water	0.00 0.00	593.97	569.46	0.00	24.51		
Total:		9,478.49 -568.28	86,970.38	64,016.72	0.00	0.00	22,385.38	0.00

Grand Totals:								
Category	Mo. Rep Charges	Beg Balance	Charges	Cash Receipts	N/C Credits	Refunds	End Balance	Sec Dep Bal
BAF Billback Admin Fee	0.00	285.60	0.00	285.60	0.00	0.00	0.00	
BRR Rent	41,520.86	0.00	368,269.94	237,866.71	0.00	0.00	130,403.23	
CA1 Annual CAM Rec	0.00	0.00	758.26	758.26	0.00	0.00	0.00	
CAM Common Area Maintenance	3,767.00	0.00	34,347.00	18,835.00	444.00	0.00	15,068.00	
IN1 Annual Ins Recon	0.00	0.00	584.34	-635.41	635.41	0.00	584.34	
INS Insurance	220.00	0.00	1,980.00	1,467.60	0.00	0.00	512.40	
LAT Late Fee	0.00	1,387.57	479.93	0.00	1,867.50	0.00	0.00	
PPD Prepaid Rent	0.00	-568.28	0.00	-568.28	0.00	0.00	0.00	
PYT Prior Year Real Estate Tax	0.00	0.00	0.00	-971.06	971.06	0.00	0.00	
RET Real Estate Taxes	4,458.00	3,051.24	40,122.00	25,341.24	0.00	0.00	17,832.00	
TNR Tenant Reimbursement	0.00	1,428.00	0.00	1,428.00	0.00	0.00	0.00	
TSH Trash	141.00	0.00	2,080.94	1,172.28	0.00	0.00	908.66	
WAT Water	0.00	3,005.72	7,677.63	10,174.91	0.00	0.00	508.44	
Grand Total:	50,106.86	8,589.85	456,300.04	295,154.85	3,917.97	0.00	165,817.07	19,251.34