

FILED '19 JUN 28 AM 11:07
US BANKRUPTCY MIE-DET

Fill in this information to identify the case:

Debtor 1 Body Contour Ventures, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of Michigan

Case number 19-42510-pjs

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? Boardwalk 15A, LLC
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Timothy M. Swanson</u> Name</p> <p><u>1400 16th Street, Suite 600</u> Number Street</p> <p><u>Denver</u> <u>CO</u> <u>80202</u> City State ZIP Code</p> <p>Contact phone <u>(303) 292-2900</u></p> <p>Contact email <u>tim.swanson@moyewhite.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name</p> <p>_____ Number Street</p> <p>_____ City State ZIP Code</p> <p>Contact phone _____</p> <p>Contact email _____</p>
---	--

4. Does this claim amend one already filed?
 No
 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?
 No
 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? \$ 12,613.48 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.
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. \$ 12,613.48

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)?

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).

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).

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).

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

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

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

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* 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 06/27/2019
MM / DD / YYYY


/s/ Timothy M. Swanson
Signature

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

Name Timothy M. Swanson
First name Middle name Last name

Title Attorney

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1400 16th Street, Suite 600
Number Street

Denver CO 80202
City State ZIP Code

Contact phone (303) 292-2900 Email tim.swanson@moyewhite.com

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
)	Chapter 11
BODY CONTOUR VENTURES, LLC,)	(Jointly Administered)
<i>et al.</i> , ¹)	Case No. 19-42510-pjs
)	Hon. Philip J. Shefferly
Debtors.)	
)	

BOARDWALK 15A, LLC’S, STATEMENT IN SUPPORT OF CLAIM

Boardwalk 15A, LLC (“Creditor”), by and through its undersigned counsel, respectfully submits this statement in support of its proof of claim (the “Claim”) in the amount of **\$12,613.48** filed contemporaneously herewith against the jointly administered bankruptcy estates of Body Contour Ventures, LLC (the “Debtors”).

I. BACKGROUND REGARDING THE CREDITOR’S CLAIM.

On January 20, 2006, Creditor’s predecessor in interest, RPAI Kansas City, LLC, and Premier Laser Spa of Kansas City (the “Tenant”) entered into a lease (the “Lease”) of commercial retail space at the Shops at Boardwalk, Kansas City, Missouri 64154 (the “Premises”).² A true

¹ Debtors cases are being jointly administered for procedural purposes only and include Debtors Body Contour Ventures, LLC, Case No. 19-42510, BCA Acquisitions, LLC, Case No. 19-42511, American Aesthetic Equipment, LLC, Case No. 19-42512, Knoxville Laser Spa LLC, Case No. 19-42513, LRX Alexandria, LLC, Case No. 19-42514, LRX Birmingham, LLC, Case No. 19-42515, LRX Charlotte, LLC, Case No. 19-42516, LRX Chicago, LLC, Case No. 19-42517, LRX Colorado Springs, LLC, Case No. 19-42518, LRX Dearborn, LLC, Case No. 19-42519, LRX East Lansing, LLC, Case No. 19-42520, LRX Grand Blanc, LLC, Case No. 19-42833, LRX Hoffman Estates, LLC, Case No. 19-42521, LRX Las Vegas Summerlin, LLC, Case No. 19-42522, LRX Mesa, LLC, Case No. 19- 42523, LRX Naperville, LLC, Case No. 19-42524, LRX Novi, LLC, Case No. 19-42525, LRX Orland Park, LLC, Case No. 19-42526, LRX PlymouthCanton, LLC, Case No. 19-42527, LRX Stone Oak, LLC, Case No. 19- 42528, LRX Towson, LLC, Case No. 19-42530, LRX Troy, LLC, Case No. 19-42531, Premier Laser Spa of Greenville LLC, Case No. 19-42532, Premier Laser Spa of Indianapolis LLC, Case No. 19-42533, Premier Laser Spa of Louisville LLC, Case No. 19-42534, Premier Laser Spa of Pittsburgh LLC, Case No. 19-42535, Premier Laser Spa of St. Louis LLC, Case No. 19-42536, and Premier Laser Spa of Virginia LLC, Case No. 19-42537.

² True and correct copies of all Lease documents and option letters can be provided to any parties in interest upon reasonable request.

and correct copy of the Lease is attached hereto as Exhibit A. Creditor is the current owner of Premises and is the landlord under the Lease.

Creditor's Claim arises from the Tenant's prepetition eviction from the Premises for failure to pay rent and other charges due and owing under the Lease in the amount of \$12,613.48.³ A true and correct ledger of all charges due and owing from the Tenant is attached hereto as Exhibit B.

II. RESERVATION OF RIGHTS.

Creditor reserves the right to amend its Claim to include costs, attorneys' fees, and other charges that are authorized under the terms of the Lease and/or Bankruptcy Code. Creditor reserves the right to amend this Claim consistent with Fed. R. Bankr. P. 7015.

³ Although it appears that Tenant is not a Debtor in these cases, Creditor has received notice of these cases and files this Claim out of an abundance of caution to the extent Tenant was previously consolidated, merged, or otherwise acquired by any of the Debtors due to the extremely similar business and names the Debtors share with Tenant. To the extent that Debtors can demonstrate Tenant is, in fact, not related to any of the Debtors, Creditor will withdraw this Claim.

36022.021, 383188

SHOPPING CENTER

LEASE AGREEMENT

FOR

**PREMIER LASER SPA OF KANSAS CITY LLC
TENANT**

**SHOPS AT BOARDWALK
SHOPPING CENTER**

Received by
Lease Administration
3/19/14

Exhibit
A

SHOPPING CENTER LEASE AGREEMENT

TABLE OF CONTENTS

ARTICLE I - ABSTRACT OF LEASE 1

ARTICLE II - SHOPPING CENTER AND PREMISES..... 3

ARTICLE III - LEASE TERM AND POSSESSION OF PREMISES..... 4

ARTICLE IV - RENT AND OTHER TENANT CONTRIBUTIONS..... 6

ARTICLE V - SECURITY..... 10

ARTICLE VI - CONSTRUCTION, ALTERATIONS, MAINTENANCE AND REPAIRS 11

ARTICLE VII - USE OF PREMISES..... 14

ARTICLE VIII - LIABILITY INSURANCE AND INDEMNIFICATION..... 18

ARTICLE IX - LOSS, DESTRUCTION OR TAKING OF PREMISES..... 21

ARTICLE X - ASSIGNMENT, SUBLETTING, MORTGAGING AND SUBORDINATION..... 22

ARTICLE XI - DEFAULT AND REMEDIES FOR DEFAULT..... 24

ARTICLE XII - GENERAL PROVISIONS..... 27

EXHIBITS

- EXHIBIT A-1 - Site Plan of Shopping Center and Depiction of Location of Premises
- EXHIBIT A-2 - Legal Description of Shopping Center
- EXHIBIT B - Minimum Rent
- EXHIBIT C-1 - Landlord's Work
- EXHIBIT C-2 - Tenant's Work
- EXHIBIT D - Sign Criteria for Shopping Center
- EXHIBIT E - Form of Guaranty
- EXHIBIT F - Prohibited Uses - Identifies uses at the Shopping Center in which Tenant may not engage.
- EXHIBIT G - Rules and Regulations
- EXHIBIT H - Protected Uses and Prohibited Uses – Identifies those uses which are protected for the benefit of other tenants in the Shopping Center and those uses at the Shopping Center in which Tenant may not engage.

RIDER

SHOPPING CENTER LEASE AGREEMENT

ARTICLE I - ABSTRACT OF LEASE

Date of Lease: This Lease is entered into by the undersigned parties as of March 10, 2013 (the "Effective Date").

1.1 PARTIES.

A. LANDLORD:

Name: RPAI Kansas City, L.L.C.
Address: c/o RPAI US Management LLC
(for notices) 2021 Spring Road, Suite 200
Oak Brook, Illinois 60523
Attn: President/Property Management

With a copy to:

RPAI Kansas City, L.L.C.
c/o Retail Properties of America, Inc.
2021 Spring Road, Suite 200
Oak Brook, IL 60523
Attn: Vice President/Director of Leasing

For Additional Rent and collection matters, a copy to:

RPAI Kansas City, L.L.C.
c/o RPAI HOLDCO Management LLC
2021 Spring Road, Suite 200
Oak Brook, IL 60523
Attn: Director of Collections

Rent Payment Address:

RPAI US Management LLC
13068 Collection Center Drive
Chicago, IL 60693

B. MANAGING AGENT:

Name: RPAI US Management LLC
Address: 2021 Spring Road, Suite 200
(for notices) Oak Brook, IL 60523

C. TENANT:

Name:	Premier Laser Spa of Kansas City LLC	Phone:	585-662-5777
(and Status)	a Missouri limited liability company	Store Name:	Premier Laser Spa
Address:	1160-F Pittsford Victor Road	(Trade Name)	
(for notices)	Pittsford, NY 14534		

D. GUARANTOR:

Name:	Turkey Lake, LLC	Phone:	585-662-5777
	a New York limited liability company		
Address:	1160-F Pittsford Victor Road		
	Pittsford, NY 14534		

At the time this Lease is executed, Tenant's Guarantor must deliver to Landlord a fully-executed

Guaranty in the form attached as Exhibit E to this Lease.

1.2 PROPERTY.

A. SHOPPING CENTER:

Name: Shops at Boardwalk
Location: Kansas City, Missouri
(include county) Platte County

Description: Site Plan showing the approximate layout of the Shopping Center and the location of Premises is attached as Exhibit A-1 (the "Site Plan"). The Shopping Center is legally described on Exhibit A-2.

B. PREMISES:

Space No.: 21

Description: Approximately 2,763 square feet of gross floor area as outlined on the Site Plan attached as Exhibit A-1.

1.3 TERM OF LEASE.

A. The initial term (the "Initial Term") of this Lease shall be for a period commencing on the date of Landlord's tendering delivery of the Premises to Tenant (the "Commencement Date"), and ending and expiring on the date (the "Termination Date") which is the last day of the month which is five (5) years and four (4) months after (i) the Rent Commencement Date, if the Rent Commencement Date is the first day of a month or, (ii) the first day of the first full month following the Rent Commencement Date, if the Rent Commencement Date is other than the first day of a month unless sooner terminated or extended as provided in this Lease. Unless otherwise set forth in the Lease, the "Rent Commencement Date" shall be the Commencement Date. For purposes of rent payment hereunder, payment of Minimum Rent shall commence on the Rent Commencement Date, subject to Rider R-3, and payment of Tenant's Proportionate Share of Common Area Expenses, Real Estate Taxes and Insurance shall commence on the earlier of (a) the date that is one hundred twenty (120) days following the Commencement Date, or (b) the date Tenant opens for business in the Premises ("Additional Rent Commencement Date").

In the event Landlord's Work shall not be completed on or before the Commencement Date, Landlord shall nevertheless deliver possession of the Premises to Tenant (and Tenant shall accept possession of the Premises and the Commencement Date shall occur) and Landlord and Tenant shall cooperate so that Landlord may complete Landlord's Work and Tenant may commence Tenant's Work simultaneously and otherwise in accordance with the terms of this Lease.

B. Extended Term: one (1) successive option period of five (5) successive years, as provided in Section 3.1 below.

C. Term: The "Term" of the Lease shall include the Initial Term, together with any Extended Terms.

1.4 RENT AND OTHER TENANT CONTRIBUTIONS.

A. Minimum Rent shall be: See Exhibit B

B. Additional Rent as more specifically defined in Section 4.3A shall include Tenant's Proportionate Share of Common Area Expenses, Real Estate Taxes and Insurance (as such terms are defined and described in Section 4.3 below), with an annual adjustment as provided in Section 4.3C. If it is determined by Landlord, in Landlord's reasonable judgment, that any estimates in Additional Rent are incorrect, it may adjust Tenant's estimated payments at any time during the term.

C. Intentionally omitted.

D. The term "Rent" shall include Minimum Rent, Additional Rent and all other amounts payable by Tenant pursuant to the terms of this Lease.

E. Notwithstanding anything in this Lease to the contrary, Rent for the first month in the amount of \$5,070.11 ("Initial Rent") and the Security Deposit described in Section 1.5 below shall be paid to Landlord upon execution of the Lease by Tenant. The Initial Rent shall be applied toward the first month that Rent is due

pursuant to Section 4.1 and Exhibit B.

1.5 **SECURITY DEPOSIT.** \$5,070.11 (Section 5.1).

1.6 **CONSTRUCTION, ALTERATIONS, MAINTENANCE, AND REPAIRS.**

- A. Initial Construction by Landlord (Section 6.2):
 None. _____ (See Exhibit C-1.)
- B. Initial Construction by Tenant (Sections 6.4 and 6.7):
_____ None. (See Exhibit C-2.)
- C. Sign criteria (Section 6.5) are attached as Exhibit D.

1.7 **USE OF PREMISES.** Tenant shall use the Premises for only the operation of a laser hair removal spa and other ancillary services related thereto and for no other purposes whatsoever. Notwithstanding the foregoing, under no circumstances shall Tenant be permitted to provide esthetician and/or skin care services that do not involve the use of a laser. Tenant shall operate the Premises throughout the Term under Tenant's trade name, Premier Laser Spa ("Tenant's Trade Name"), and no other trade name without Landlord's prior written consent. Tenant shall not engage in any use or uses that conflict with the protected or prohibited uses granted to other tenants. Without limiting the foregoing, Tenant's use of the Premises shall be subject to the following: (i) the Prohibited Uses as set forth in Exhibit F; (ii) the Shopping Center Protected Uses as set forth in Exhibit H; and (iii) the Shopping Center specific Prohibited Uses as set forth in Exhibit H. Tenant shall have the benefit of Landlord's Covenant as provided in the attached Lease Rider.

1.8 **RESTRICTED AREA.** All area located within three (3) miles (measured in a straight line in all directions from the outside property lines of the Shopping Center) of the Shopping Center.

1.9 **ANTICIPATED TENANT OPENING DATE.** Tenant shall open for business within the Premises on or before the date that is one hundred twenty (120) days following the Commencement Date ("Opening Date").

1.10 **BROKERS.**

- A. Landlord Broker: CB Richard Ellis and its agent, Adam Lyngar
- B. Tenant Broker: Frank Newman

1.11 **ABSTRACT OF VARIABLE PROVISIONS AND STANDARD PROVISIONS.** The previous provisions of this Article I will be referred to as the "Abstract of Lease" and the provisions of the remaining Articles of this Lease will be referred to as the "Standard Provisions." Wherever in the Standard Provisions or elsewhere the parties, effective date, premises, rent, charges or other variable terms are defined or referred to, they shall be those identified in the Abstract of Lease above and the exhibits to this Lease. In the event of any conflict between the terms of the Abstract of Lease and the Standard Provisions, the terms of the Abstract of Lease shall supersede and prevail. The Standard Provisions may, however, add detail or clarification to the summary provisions described in the Abstract of Lease.

ARTICLE II - SHOPPING CENTER AND PREMISES

2.1 **SHOPPING CENTER.** The Premises are part of the Shopping Center. The purpose of the Site Plan attached is to show the general configuration of the Shopping Center and the approximate location of the Premises. Landlord reserves the right to change the size, layout and location of any buildings or common areas, parking and other facilities shown on the Site Plan as well as reduce or expand the size of the Shopping Center. For example, and without limiting the generality of the immediately preceding sentence, Landlord may from time to time decrease the size of any parking area or substitute for any parking area other areas reasonably accessible to the tenants of the Shopping Center, which areas may be elevated, surface or underground, or construct additional buildings as part of the Shopping Center. The term "Shopping Center" herein shall be deemed to mean the entire development owned by Landlord from time to time, including any and all existing and proposed structures (whether reflected on the Site Plan or hereafter incorporated in the Shopping Center during the term or any extension thereof), parking facilities, common facilities, and the like to be built on the property shown on the Site Plan as the same may from time to time be increased by the addition of other land, together with structures and the like thereon which may from time to time be included by Landlord in the development.

2.2 PREMISES.

A. **DESCRIPTION.** Landlord hereby leases to Tenant and Tenant leases and accepts subject to the terms and conditions of this Lease, the Premises. The square footage of the Premises shall be the square footage set forth in Section 1.2.B. above. If the floor area of the Premises shall be more or less than the estimated square footage set forth in Section 1.2 above, neither the Minimum Rent nor calculation of Tenant's Proportionate Share hereunder shall be affected. Under no circumstances shall Landlord or Tenant be entitled to any rent credits or other credits past, present and future for an error in the square footage calculation.

B. **EXCEPTION AND RESERVATION.** Landlord reserves and excepts from the Premises the roof and exterior walls of the building or buildings of which the Premises are a part, and further reserves the right to construct additional floors on the building of which the Premises are a part and the right in, over and upon the Premises as may be reasonably necessary or advisable for the servicing of the Premises or of other portions of the Shopping Center.

C. **SUBSTITUTE PREMISES.** After the date hereof, Landlord may substitute for the Premises other space (hereinafter called "Substitute Premises") in the Shopping Center upon ninety (90) days written notice to Tenant. Insofar as reasonably possible, the Substitute Premises shall have a comparable square foot area and a configuration substantially similar to the Premises, and in any event, without Tenant's consent, be no less than the square footage of the Premises and no greater than one hundred five percent (105%) of the square footage of the Premises. Tenant agrees that all of the obligations of this Lease, including the payment of Minimum Rent, will continue despite Tenant's relocation to the Substitute Premises. Upon substantial completion of the Substitute Premises at Landlord's cost and expense, this Lease will apply to the Substitute Premises as if it had been the space originally described in the Lease. Landlord shall use commercially reasonable efforts to minimize any period when the Premises shall be closed to the public as a result of relocation. Provided that Tenant shall be unable to conduct any business at the Shopping Center due to such relocation, all Rent shall abate from the date the Premises are closed until the date the Substitute Premises are open for business. Tenant agrees to use commercially reasonable efforts to open for business in the Substitute Premises as quickly as is reasonably possible under the circumstances, and in all events within thirty (30) days after Landlord delivers possession of the Substitute Premises to Tenant. Landlord hereby agrees to pay all reasonable costs of relocation such as equipment moving and installation costs and the construction of all leasehold improvements to the Substitute Premises in manner that is consistent with Tenant's initial build-out of the Premises. Landlord shall not, however, be liable or responsible in any way for damages, loss of business, income or profits or injuries suffered by Tenant pursuant to a relocation in accordance with this provision including, but not limited to, loss of goodwill, business, or profits. Upon delivery of notice from Landlord of its intent to relocate Tenant into the Substitute Premises, Tenant shall have a one-time right to terminate the Lease provided that Tenant delivers written notice to Landlord of its intent to terminate within twenty (20) days ("Tenant's Termination Notice") after receipt of Landlord's notice to relocate. In the event Tenant exercises its one-time right to terminate the Lease as set forth above, Tenant shall vacate the Premises within ninety (90) days of Tenant's Termination Notice, otherwise, Tenant's Termination Notice shall be deemed null and void and Tenant shall be required to relocate to the Substitute Premises pursuant to the terms hereof.

2.3 **COMMON AREA.** Tenant along with its Lease of the Premises receives the non-exclusive right to use, in common with others, the Common Areas of the Shopping Center. The term "Common Areas" herein shall include all service roads, loading facilities, sidewalks, automobile parking areas, driveways, footways and other facilities designed for common use, as may be installed by Landlord as hereinafter provided, and of such other and further facilities as may be provided or designated from time to time by Landlord for common use, subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof, as prescribed from time to time by Landlord.

ARTICLE III - LEASE TERM AND POSSESSION OF PREMISES

3.1 TERM.

A. **INITIAL TERM.** The Term of this Lease shall be as set forth in Section 1.3 above. Notwithstanding the foregoing, this Lease and all of the obligations of Landlord and Tenant set forth herein are binding and shall be in full force and effect from and after the date of their mutual execution of this Lease, and this Lease shall not be deemed a contract to make a lease. Tenant shall be responsible for the payment of any and all utilities servicing the Premises from and after the date that Landlord delivers the Premises to Tenant. Landlord and Tenant agree that if the Term shall not have commenced on or before the first (1st) anniversary of the date of this Lease, then Landlord and Tenant each shall have the right to terminate this Lease by delivering notice thereof to the other party prior to such commencement.

Notwithstanding anything to the contrary set forth in this Lease, in the event Landlord is prepared to deliver possession of the Premises to Tenant in accordance with the terms and conditions of this Lease and so advises Tenant of same in writing, but as of the date of such notice Tenant has not yet satisfied the prerequisites for access to the Premises (such as, for example, providing evidence of the insurance required pursuant to Article VIII of this Lease), the Commencement Date shall nevertheless be deemed to occur as of the date of Landlord's notice; however, Landlord may deny Tenant access to the Premises until such time as Tenant has satisfied such prerequisites.

If this Lease is executed before any portion of the Premises becomes vacant or otherwise available and ready for occupancy, or if any present tenant or occupant of any portion of the Premises holds over and Landlord is unsuccessful in acquiring possession of such portion of the Premises prior to the Commencement Date, Landlord shall not be deemed to be in default hereunder nor in any way liable to Tenant and Tenant agrees to accept possession of such portion of the Premises at such time that Landlord is able to tender the same. Upon its determination of the Commencement Date, the Termination Date and the Rent Commencement Date, Landlord will notify Tenant of same and such dates shall be binding on Landlord and Tenant for all purposes under this Lease.

B. **EXTENDED TERM.** Provided that Tenant is not in default hereunder, both at the time of exercise of the option as well as at the time of commencement of any Extended Term hereinafter defined, or has not been in default during the 365 days immediately preceding the Termination Date, and provided, further, that this Lease has not been terminated during the initial Term or a prior Extended Term, Tenant shall have the number of options to extend the Term for the number of years each as set forth in Section 1.3.B. above, immediately following the then current term and subject to all of the terms, conditions, covenants and provisions of this Lease ("Extended Term"). Tenant shall exercise its extension rights hereunder in each instance by delivery to Landlord of written notice no earlier than two hundred and seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the then current term. Except to the extent expressly otherwise set forth herein, nothing contained in this Lease shall be construed as granting any rights to extend the Term beyond the Termination Date. In the event Tenant is in default beyond applicable notice and cure periods either at the time it exercises its rights to extend or at the intended commencement date of such Extended Term, then all of Tenant's extension rights described in this Section shall terminate automatically. The rights set forth herein to extend the Term of this Lease are personal and reserved to the original Tenant and may not be exercised by any successor or assign of the original Tenant. For the purposes of this Lease, the "Term" shall include any "Extended Term."

3.2 **QUIET ENJOYMENT.** Landlord agrees that, if the Rent and any other additional charges are being paid in the manner and at the time prescribed and the covenants and obligations of Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Premises so long as this Lease remains in force without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease. The loss or reduction of Tenant's light, air or view will not be deemed a disturbance of Tenant's occupancy of the Premises nor will it reduce Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

3.3 **SURRENDER OF PREMISES.**

A. **OBLIGATIONS UPON SURRENDER.** Upon any termination of this Lease or termination of Tenant's right to possession of the Premises, whether by lapse of time, cancellation or termination, forfeiture, or otherwise, Tenant shall immediately surrender possession of the Premises and all buildings and improvements on the same to Landlord in "broom clean" condition and good and tenantable repair, reasonable wear and tear and damage from fire or other casualty or peril excepted, and shall surrender all keys and security codes for the Premises to Landlord at the place then fixed for the payment of Minimum Rent and shall inform Landlord of all security codes, combinations of locks, safes and vaults, if any, in the Premises.

B. **RIGHT TO REMOVE.** At any time during the thirty (30) days before the Termination Date of this Lease, Tenant, if not in default hereunder at such time, shall have the right to remove, at Tenant's sole cost and expense, and at the end of the Term or termination of Tenant's right to possession of the Premises, if directed to do so by Landlord, shall remove, at Tenant's sole cost and expense, from the Premises all furniture, furnishings, signs, and equipment then installed or in place in, on or about the Premises provided, however, Tenant shall make all repairs, at Tenant's sole cost and expense, to the Premises required because of such removal and to restore the Premises to good order, repair and condition all within such thirty (30) day period. If any of such property shall remain on the Premises after the end of the Term, at the option of Landlord, such property shall be and become the property of Landlord without any claim therein of Tenant. Landlord may direct Tenant to remove and repair such property, in which case Tenant agrees to do so, at Tenant's sole cost and expense, and to reimburse Landlord as Additional Rent for any expense of removal in the event Tenant shall fail to remove such property if and when directed. Tenant hereby grants Landlord the

absolute right to dispose of any property remaining on the Premises following Tenant's failure to remove same in any manner as Landlord determines in its sole discretion without liability therefor to Tenant and at Tenant's sole cost and expense.

3.4 HOLDING OVER. Any holding over after the expiration of the Term of this Lease or Tenant's right to possession of the Premises, without the consent of Landlord, shall be construed to be a tenancy from month to month, cancelable by either Landlord or Tenant upon thirty (30) days' written notice, and at Minimum Rent equal to one hundred fifty percent (150%) of the total Minimum Rent as existed during the last year of the term hereof for each month or partial month of holding over, and further upon all of the terms and conditions (including, without limitation, the obligation to pay Additional Rent) as existed other than payment of Minimum Rent during the last year of the term hereof. Such holding over by Tenant, and Landlord's collection of any Rent therefor, shall not serve as permission for Tenant's continued occupancy of the Premises nor serve to extend the Term. Tenant shall also indemnify, defend and hold Landlord harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Section 3.4 shall not be deemed to be a waiver of Landlord's right of reentry or right to regain possession by actions at law or in equity or any other rights under this Lease, and any receipt of payment of holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease term or right of tenancy except as elected by Landlord as set forth above.

ARTICLE IV - RENT AND OTHER TENANT CONTRIBUTIONS

4.1 MINIMUM RENT. Commencing on and as of the Rent Commencement Date, Tenant shall pay to Landlord the minimum annual rent (hereinafter referred to as "Minimum Rent") set forth in the Abstract of Lease, payable in advance in equal monthly installments on or before the first day of each calendar month, without prior demand therefor and without offset. The first payment date for Minimum Rent shall, if the Rent Commencement Date is other than the first day of a month, include Minimum Rent for the fractional month on a per diem basis (calculated on the basis of the number of days in that particular month); and thereafter the Minimum Rent shall be paid in equal monthly installments in advance on or before the first day of each calendar month during the Term of this Lease.

4.2 GROSS RECEIPTS.

A. GROSS RECEIPTS. The term "Gross Receipts" as used herein is hereby defined to mean gross receipts and sales from all business conducted upon or from the Premises, whether such receipts be obtained at the Premises or elsewhere, and whether such business be conducted by Tenant or by any licensees, concessionaires or tenants of Tenant, and whether such receipts be evidenced by cash, check, credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares, fixtures and merchandise and for services rendered, including the amount of all orders taken, received or filled at the Premises, whether such orders be filled from the Premises or elsewhere, together with any interest charged to customers on all such amounts. If any one or more departments or other divisions of Tenant's business shall be sublet by Tenant or conducted by any person, firm or corporation other than Tenant, there shall be included in Gross Receipts all the Gross Receipts of such departments or divisions whether such receipts be obtained at the Premises or elsewhere, in the same manner and with the same effect as if the business or sales of such departments and divisions of Tenant's business had been conducted by Tenant itself. Gross Receipts shall also be meant to include any rents collected by Tenant from sublessees, licensees, or concessionaires. Also included in the term Gross Receipts will be all internet or mail order sales in the general geographical area of the Shopping Center by Tenant or a parent, subsidiary or affiliate of Tenant of products normally sold in the Premises by Tenant. Gross Receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been previously included in Gross Receipts; and there shall be deducted from Gross Receipts the sales price of merchandise returned by customers for exchange, provided that the sales price of the merchandise delivered to the customer in exchange shall be included in Gross Receipts. Gross Receipts shall not include the amount of any sales or use tax levied directly on sales and collected from customers and paid by Tenant, provided that specific record is made at the time of each sale of the amount of such sales or use tax and the amount thereof is separately charged to the customer. No franchise or capital stock tax and no income or similar tax based upon income or profits as such and no Gross Receipts tax shall be deducted from Gross Receipts. If Tenant's goods, wares, merchandise or fixtures are moved off Premises for sale, such sale shall be deemed to have occurred at the Premises.

B. ANNUAL STATEMENT. Within sixty (60) days after the end of each calendar year during the Term of this Lease, Tenant shall submit to Landlord an accurate, unaudited, written statement signed by Tenant or on its behalf

by a duly authorized officer or representative, showing the full amount of Tenant's Gross Receipts from the Premises during such year.

C. SALES TAX REPORTS. Upon the request of Landlord, Tenant shall provide copies to Landlord of all State and local sales and use tax reports filed by Tenant at the time these reports are filed with the appropriate agencies.

4.3 TENANT'S SHARE OF COMMON AREA AND SHOPPING CENTER EXPENSES.

A. MONTHLY PAYMENT OF ESTIMATED CHARGE. For each year of the Term hereof, Tenant shall pay to Landlord, as additional rent ("Additional Rent"), Tenant's proportionate share ("Proportionate Share") of: (i) all costs of operation and maintenance of the Common Areas ("Common Area Expenses"); (ii) all real estate taxes levied and assessed against the Shopping Center including the Common Areas ("Real Estate Taxes"); (iii) all costs attendant to procuring and maintaining insurance coverage upon the Shopping Center and its operations ("Insurance"); and (iv) Landlord's administrative fees ("Administrative Fee"). As and for Tenant's Proportionate Share, as hereinafter defined, set forth in the Abstract of Lease, such amount shall be payable as Additional Rent in equal monthly installments at the same times as Minimum Rent is payable hereunder, without demand and without any deduction or setoff whatsoever. Landlord may, at its sole option, adjust Tenant's monthly payments of estimated charges if Landlord, in its reasonable judgment, determines the estimated charges are incorrect.

B. DEFINITIONS. For the purpose of this Section:

(1) "Tenant's Proportionate Share" shall be a percentage equal to the rentable square footage of the Premises divided by the total square footage of all rentable floor space in the Shopping Center to which the applicable cost or expense applies from time to time; provided, however, that Landlord may exclude from such rentable floor space in the Shopping Center, at Landlord's option, any portions of the Shopping Center: (i) not occupied and open for business during all or any portion of the subject year, (ii) leased to or used by other parties as major tenants (tenants occupying greater than ten percent (10%) of the Shopping Center), theaters, restaurants, storage areas, or premises in separate buildings, where such parties are not required to pay a full pro rata share of Common Area Expenses, Insurance or Real Estate Taxes, as the case may be, pursuant to a lease or other agreement with Landlord, and (iii) with respect to Real Estate Taxes, areas of the Shopping Center for which separate real estate tax bills are received and which are the sole responsibility of separate parties pursuant to a lease or other agreement with Landlord; provided, Landlord shall also deduct from Common Area Expenses, Insurance (after computing Landlord's Administrative Fee (as defined in clause (5) below)) or Real Estate Taxes, as the case may be, all amounts received from such excluded parties for Common Area Expenses, Insurance or Real Estate Taxes. If the Shopping Center shall be a part of or shall include a group of buildings or structures collectively owned or managed by Landlord or its affiliates, or shall include any space used for office, medical, dental or other non-retail purposes, Landlord may determine separately and allocate Real Estate Taxes or Common Area Expenses or Insurance between such buildings and structures and the parcels on which they are located, and between the retail and non-retail areas of the Shopping Center, in accordance with sound accounting and management principles, in which event Tenant's Proportionate Share shall be based on the ratio for which Landlord separately determines such Real Estate Taxes or Common Area Expenses or Insurance, subject to the adjustments set forth above.

(2) Common Area Expenses shall include all expenditures incurred by or on behalf of Landlord in operating, maintaining, repairing or replacing the Shopping Center and Common Areas or public areas owned by the municipality that benefit the Shopping Center which Landlord maintains or for which Landlord pays a maintenance fee, including, without limitation, exterior walls and other structural elements of the Shopping Center, the cost of all of Landlord's gardening and landscaping, assessments, repairs, preventive maintenance, any association fees, repainting including restriping or repaving of parking lot and access ways, repairing or replacing any streets, curbs or parking lots, roof repairs and replacement, updating and maintenance and replacement of directory signs, rental of signs and equipment, lighting, sanitary control, cleaning, sweeping, removal of ice, snow, trash, rubbish, garbage and other refuse, repair or replacement of awnings, depreciation over a period not exceeding sixty (60) months of machinery, equipment and other assets used in the operation and maintenance of the Shopping Center, repair or replacement of on-site water lines, sanitary sewer lines, storm water lines, gas lines and electrical lines and equipment serving the Shopping Center, all costs, charges and expenses incurred by Landlord in connection with any change of any company providing utility services including without limitation repair, installation and service costs associated therewith, the cost of police, fire

protection, security and traffic control services, Landlord's management fees, reasonable reserves for anticipated expenditures, costs incurred by Landlord under any operating and easement agreements or other similar agreement of record and the cost of all personnel required to supervise, implement and accomplish all of the foregoing. Notwithstanding the foregoing, the following shall not constitute Common Area Expenses: (a) Real Estate Taxes; (b) interest, points and fees on debt or amortization on or for any mortgage or similar security instrument (a "Security Instrument") encumbering the Shopping Center, and all principal, escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a Security Instrument), and all costs incurred in connection with any financing, refinancing or syndication of the Shopping Center; (c) costs of capital improvements and any other expenditures that, under generally accepted accounting principles ("GAAP"), should be capitalized, except that Common Area Expenses shall include the cost during the Term, as reasonably amortized by Landlord in accordance with GAAP, of any capital improvement; (d) costs of improvements to, or alterations of, space leased to or available for lease to any tenant; (e) costs of repairing or restoring any portion of the Shopping Center damaged by a fire or other casualty, except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and do not exceed the amount of the deductible under the policy of casualty insurance maintained (or required to be maintained) by Landlord, or are not covered or paid for by insurance proceeds; (f) costs of repairs, alterations or replacements required as the result of the exercise of any right of eminent domain or conveyance in lieu thereof, except to the extent that such costs constitute expenses (as opposed to capital expenditures) under GAAP and are not part of the condemnation award payable to Landlord with respect thereto; (g) costs and expenses incurred in connection with leasing space in or procuring tenants for the Shopping Center, including, without limitation, leasing commissions and advertising expenses, and legal and other professional fees; (h) court costs and legal fees incurred to enforce the obligations of tenants under leases of portions of the Shopping Center, or resulting from the violation by Landlord of the terms and conditions of any lease; (i) costs of correcting defects in the initial construction of the Shopping Center, provided that this shall not exclude the cost of normal repair and maintenance expected with respect to the construction materials and equipment installed in the Shopping Center; (j) wages, salaries, compensation and benefits of any employees above the level of property manager; and (k) fines, interest, charges, penalties, damages and other costs incurred by Landlord by reason of any default (or claim of default) or late payment by it under any lease or other contract or instrument (regardless of whether or not the payment itself is allowed to be included in Common Area Expenses), including, without limitation, any legal and other professional fees paid or incurred in connection therewith.

(3) Real Estate Taxes shall include all taxes, assessments and other governmental charges, general and special, ordinary and extraordinary, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits, which shall during the Term hereof be paid, assessed, levied, imposed upon or become due and payable and Landlord's reasonable expense in obtaining any refund or reduction of Real Estate Taxes, subject only to the following:

(a) Franchise, estate, inheritance, succession, capital levy, transfer, federal and state income and excess profit taxes imposed upon Landlord shall be excluded; and

(b) If at any time during the Term of this Lease and notwithstanding clause (3)(a) above, a tax or excise on rents or other tax, however described, is levied or assessed against Landlord on account of the rent expressly reserved hereunder, as a substitute in whole or in part for taxes assessed or imposed on land and buildings or on land or buildings, such tax or excise on rents or other tax shall be included within the definition of real estate taxes, but only to the extent of the amount thereof which is lawfully assessed or imposed as a direct result of Landlord's ownership of this Lease or of the Rent accruing under this Lease;

Tenant agrees that, as between Tenant and Landlord, Landlord has the sole and absolute right to contest taxes levied against the Premises and the Shopping Center (other than taxes levied directly against Tenant's personal property within, or sales made from, the Premises). Therefore, Tenant, to the fullest extent permitted by law, irrevocably waives any and all rights that Tenant may have to receive from Landlord a copy of notices received by Landlord regarding the appraisal or reappraisal, for tax purposes, of all or any portion of the Premises or the Shopping Center. Additionally, Tenant, to the fullest extent permitted by law, hereby irrevocably assigns to Landlord any and all rights of Tenant to protest or appeal any governmental appraisal or reappraisal of the value of all or any portion of the Premises or the Shopping Center. Tenant agrees without reservation that it will not protest or appeal any such appraisal or reappraisal before a governmental taxing authority without the express written authorization of Landlord.

(4) Insurance shall include all of Landlord's costs relating to insuring the common facilities or the Shopping Center as a whole or the operations thereon including, but not limited to, casualty insurance, flood insurance, rent loss insurance, fire insurance and extended coverage as well as general liability insurance, umbrella liability insurance, bodily injury, public liability, property damage liability, automobile insurance, sign insurance, and any other insurance carried by Landlord in limits selected by Landlord (whether procured and or carried through third party insurance companies, captive insurance companies, programs of self-insurance or blanket policies of insurance or any combination of the foregoing).

(5) Landlord's Administrative Fee shall be an amount which is not to exceed fifteen percent (15%) of the aggregate of the sum of items B(2), (3) and (4) hereinabove.

C. **ANNUAL STATEMENT AND ADJUSTMENT.** After the end of each calendar year, and following receipt of billings for Real Estate Taxes and Insurance, Landlord shall supply Tenant with a summary of all costs and expenditures as enumerated above and a determination of Tenant's Proportionate Share thereof. In the event the amount billed to Tenant shall be less than its Proportionate Share, the same shall be paid as Additional Rent within ten (10) days after notice of such determination. In the event the amount billed to Tenant exceeds its Proportionate Share, then such excess shall be applied to the next Minimum Rent coming due, until fully exhausted (provided, that if such excess is determined after the Termination Date, then, provided and subject to the condition that Tenant shall not be in default of this Lease, such excess shall be refunded to Tenant). Said summary shall also contain a determination by Landlord of the monthly sum to be paid by Tenant during the succeeding months of the lease year, if an adjustment is required, which determination shall be based in part on the expenses for the preceding year modified by any known increases in the cost of said services. Failure of Landlord to provide notice of under or overpayment shall not constitute a default by Landlord under this Lease and will not waive any of Landlord's rights to collect such payments or Tenant's obligations hereunder including, but not limited to, Tenant's obligations to pay its Proportionate Share of all costs and expenditures, but will extend each party's rights until the date notice is given.

D. **BOOKS AND RECORDS.** Landlord shall maintain complete and accurate books and records of all Common Area Expenses paid or incurred by Landlord and all payments of Common Area Expenses received from Tenant. Such books and records shall be kept at a location in the continental United States known to Tenant, and Tenant or auditors selected by Tenant (so long as said auditors are not paid on a contingency fee basis) shall have the right, within ninety (90) days of the initial billing, with a minimum of ten (10) days' prior notice, to inspect and audit such books and records at any time during normal business hours, at Tenant's sole cost and expense. Unless Tenant objects to Landlord's billing, within ninety (90) days of the initial billing, Landlord's calculation of Common Area Expenses shall be final and binding on Tenant. If Tenant objects to Landlord's billing, the Landlord and Tenant shall, in good faith, attempt to resolve any such objections.

4.4 RENT PAYMENT PROCEDURES.

A. **PAYMENT LOCATION.** Tenant shall, without prior notice or demand and without any setoff or deduction whatsoever, pay all Minimum Rent, Additional Rent and other charges and render all statements herein prescribed at the Landlord's address or other office specifically provided in the Abstract of Lease or to such other person or corporation, and at such other place as may be designated by Landlord in writing from time to time.

B. **TAXES ON RENT.** Tenant shall further pay to Landlord any and all excise, privilege, sales, rental and other taxes, levied or assessed by any governmental authority upon or measured by the Rent reserved to Landlord under the provisions of this Lease. Such tax shall be paid by Tenant whether or not it comprises a portion of any Real Estate Taxes or real property tax bills.

C. **INTEREST AND LATE CHARGES.** Tenant covenants and agrees that all sums to be paid under this Lease, if not paid when due, shall bear interest on the unpaid portion thereof at the per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate permitted by law from the date when due but not in excess of the highest legal rates. Tenant further agrees that for each calendar month, that the Rent is not paid to Landlord within ten (10) days of the due date as provided herein above, Tenant shall promptly pay to Landlord a late fee equal to the greater of \$150.00 or ten (10%) percent of the monthly Rent. If Landlord shall pay any monies, or incur any expenses in correction of any violation of any covenant of Tenant herein set forth, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered Additional Rent payable by Tenant with the first installment of Minimum Rent thereafter to become due and payable, and may be collected or enforced as by law provided with respect to Rent. Tenant shall pay to Landlord Fifty and no/100 (\$50.00) dollars for each of Tenant's checks returned to Landlord unpaid by Tenant's bank.

4.5 TAXES AND ASSESSMENTS ON TENANT'S PROPERTY. Tenant shall be responsible for and shall pay before delinquency all taxes assessed against the leasehold interest or personal property of any kind owned or placed in, upon or about the Premises by Tenant. Tenant hereby agrees to protect and hold harmless Landlord and the Premises from all liability for Tenant's share of any and all such taxes, assessments and charges together with any interest, penalties or other charges thereby imposed, and from any sale or other proceedings to enforce payment thereof, and to pay all such taxes, assessments and charges before same become a lien on the Premises. If any tax lien is threatened by any governmental entity, agency or authority, or in the event of the filing of a notice of any such lien, Tenant will promptly pay same and take steps immediately to have same removed. If the lien is not removed within twenty (20) days from the date of written notice from Landlord, Landlord shall have the right, at Landlord's option, to cause the same to be discharged by record of payment, deposit, bond or order of a court of competent jurisdiction or otherwise, or to pay any portion thereof and of the amounts so paid, including attorneys' fees and expenses connected therewith, together with interest on all of the foregoing at the per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate permitted by law, shall be Additional Rent due from Tenant to Landlord and shall be paid to Landlord immediately upon rendition to Tenant of bill.

4.6 UTILITIES CONSUMED ON THE PREMISES. In addition to all payments of Minimum Rent and Additional Rent herein specified, Tenant shall be responsible for and shall pay for all utilities used, or consumed in or upon the Premises, and all sewer charges, as and when the charges therefor shall become due and payable. Commencing on the date Landlord notifies Tenant that the Premises are ready for occupancy, Tenant shall make all appropriate applications to the local utility companies and pay all required deposits for meters and service for all utilities commencing with the delivery of possession of the Premises as provided in Section 6.2. Landlord at its option may control the provider of electrical service to the Premises. If permitted by Law, Landlord shall have the right at any time and from time to time during the Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the present provider of electric service ("Electric Service Provider"). Tenant shall cooperate with Landlord, the Electric Service Provider and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the Shopping Center's electric lines, feeders, risers, wiring, and any other machinery within the Premises.

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

In the event any utility or utility services (such as water or sewage disposal) are not separately metered or assessed to Tenant or are otherwise furnished to Tenant for which Landlord is billed directly or for which a lien could be filed against the Premises or any portion thereof, Tenant shall at Landlord's request pay the cost thereof as Additional Rent to Landlord (or any proration of such cost attributable to the Premises as determined by Landlord in Landlord's sole and absolute discretion), such sums payable either (at Landlord's option) (i) as and when the charges thereof become due and payable or (ii) in equal monthly installments based on Tenant's Proportionate Share of the cost thereof at the same times as Minimum Rent is payable hereunder, without demand and without any deduction or setoff whatsoever. Landlord may, at its sole option, adjust Tenant's monthly payments of estimated charges if Landlord, in its reasonable judgment, determines the estimated charges are incorrect. Payments made pursuant to subsection (ii) above shall be subject to reconciliation pursuant to Section 4.3 of this Lease. . In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises.

4.7 SHOPPING CENTER PROMOTIONS. Tenant agrees to participate in, and pay its pro rata share of, all promotions and marketing activities relating to the Shopping Center as a whole, including, without limitation, cooperative advertising employed in connection with such promotions. Tenant shall include the name and location of the Shopping Center in all advertising done by Tenant for its business at the Premises.

4.8 INDEPENDENT COVENANTS. Tenant's covenants to make payments pursuant to this Lease including, but not limited to, Minimum Rent and Additional Rent are independent covenants and, except as expressly set forth in this Lease, are not subject to setoff, deduction, reduction, abatement or suspension of any kind during the Term including any extension thereof.

ARTICLE V – SECURITY

5.1 SECURITY DEPOSIT. When delivered to Landlord upon execution of this Lease, the Security Deposit shall remain on deposit with Landlord during the Term of this Lease and any extensions thereof as security for the payment of Rent and the full and faithful performance by Tenant of the covenants and conditions of this Lease. In the event of any default, the Security Deposit shall be retained by Landlord and may be applied toward damages arising from such default. Said deposit shall not be construed as liquidated damages. Upon yielding of the Premises at the termination of this Lease and in compliance with the terms and provisions of this Lease, and provided no default has occurred, the Security Deposit shall be returned to the Tenant. No interest shall be payable on the Security Deposit. Should Landlord convey its interest under this Lease, the Security Deposit, or the part or portion thereof not previously applied, shall be turned over to Landlord's grantees or assignees; and Tenant hereby releases Landlord from any liability with respect to the Security Deposit and Tenant agrees to look solely to such grantee or assignee for the return of the Security Deposit and this provision shall also apply to subsequent grantees or assignees. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of unpaid Minimum Rent, Additional Rent or other sums due and payable to Landlord by Tenant, then Tenant shall, upon written demand by Landlord, remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so shall constitute a breach of this Lease for nonpayment of Rent.

5.2 Intentionally Omitted.

5.3 SECURITY IN ADDITION TO OTHER REMEDIES. The security given Landlord in this Article shall not limit, replace or obviate the remedies of Landlord upon a default by Tenant as described at Article XI below.

ARTICLE VI - CONSTRUCTION, ALTERATIONS, MAINTENANCE AND REPAIRS

6.1 CONDITION OF THE PREMISES. Except for any initial construction set forth on Exhibit C and Landlord's duty to repair as provided in Section 6.3, Tenant hereby accepts the Premises "as is" without any representation, warranty or expectation as to the condition of the Premises. It is agreed that by accepting possession of the Premises, Tenant acknowledges (i) Landlord's full and final completion of Landlord's Work as set forth in Exhibit C attached hereto and made a part hereof, (ii) Landlord's construction and delivery of the Premises to Tenant in the condition called for hereunder, and (iii) that the Premises were in good and satisfactory condition as of the time of such taking.

6.2 INITIAL CONSTRUCTION BY LANDLORD. The responsibility for performance and payment for the initial construction of improvements on and in connection with the Premises, if any, is set forth in Exhibit C attached hereto and made a part hereof. Landlord shall use commercially reasonable efforts to substantially complete such construction in a timely manner, provided that in the event such substantial construction is delayed or hindered by strikes, casualties, fires, injunctions, inability to secure materials, restraints of law, actions of the elements, or any other causes beyond the reasonable control of Landlord, or by any acts or omissions of Tenant, then the construction period shall be extended to the extent of such delays.

Tenant, its agents, servants and contractors, prior to the delivery of possession of the Premises, shall have the right to enter upon the Premises, for the purpose of taking measurements or making Tenant's improvements therein, but for no other purposes; provided, however, that such entry shall not interfere with or obstruct the progress of the work being done by Landlord and further provided Tenant has first delivered evidence of liability insurance in amounts as are required by the terms of this Lease.

6.3 LANDLORD'S DUTY TO REPAIR. Landlord shall, subject to Tenant's reimbursement as provided in Section 4.3, maintain in good repair the exterior walls and roof of the building in which the Premises is located, and sidewalks located in the Common Areas. Tenant agrees that it will not permit or authorize any person to go onto the roof of the building of which the Premises are a part without the prior written consent of Landlord. Landlord shall not be required to make any repairs to the exterior walls, roof, and sidewalks unless and until Tenant has notified Landlord in writing of the need of such repairs and Landlord shall have had a reasonable period of time thereafter to commence and complete said repairs. Landlord may at its sole discretion arrange for a maintenance contract of all roof structures, the cost of which shall be Tenant's responsibility as to Tenant's Proportionate Share thereof. Tenant shall pay, as Additional Rent to Landlord, its Proportionate Share of the cost of said repairs and maintenance incurred by Landlord.

6.4 TENANT'S ALTERATIONS AND IMPROVEMENTS TO PREMISES. Tenant shall not make or cause to be made any alterations, additions or improvements to the building, or install or cause to be installed any interior signs,

floor covering, exterior lighting, plumbing fixtures, shades or awnings, radio or television antennae, loud speakers, sound amplifiers or similar devices, or make any changes to the storefront or exterior of the building without first obtaining Landlord's written approval and consent, which shall not be unreasonably withheld, delayed or conditioned. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought. Such approval shall not be deemed Landlord's requirement that such work be done or that Landlord is a party to any contract for such work. No additions, alterations, changes or improvements shall be made which will weaken the structural strength, lessen the value of, or change the architectural appearance of any building or other construction. Landlord may condition its approval of any additions or alterations by Tenant on the requirement that Tenant or its contractor secure and bear the cost of a labor and materials payment bond for the amount of the proposed construction reflecting Landlord as an obligee for any additions or alterations with a budgeted cost exceeding Seventy Five Thousand and 00/100 Dollars (\$75,000.00). All building materials and fixtures installed by Tenant shall be new or completely reconditioned. At Landlord's sole option, Tenant, at its sole cost and expense, shall, in connection with completion of its work, deliver copies of invoices and lien waivers from the general contractors and all subcontractors and suppliers and a date down of the Landlord's title policy, insuring no construction related exceptions including, but not limited to mechanic's liens, resulting from work completed by or on behalf of Tenant. Prior to commencement of any work, Tenant shall provide certificates of insurance for worker's compensation and liability insurance relating to such work in all amounts as are required by Landlord and naming Landlord, Landlord's mortgagee and such other parties as are designated by Landlord, as additional insured parties. All alterations, improvements, additions and fixtures made or installed by Tenant as aforesaid shall remain upon the Premises at the expiration or earlier termination of this Lease and shall become the property of Landlord, unless Landlord shall, prior to the expiration or termination of this Lease, have given written notice to Tenant to remove the same, in which event Tenant shall remove the same and restore the Premises to the same good order and condition in which it was at the commencement of this Lease. Should Tenant fail so to do, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from the Tenant as Additional Rent, together with a fee of Five Hundred and No/100 Dollars (\$500.00) for the administrative costs thereof.

6.5 SIGNS. Tenant shall not place, alter, exhibit, inscribe, point, or affix any sign, awning, canopy, advertisement, notice or other lettering on any part of the outside of the Premises or of the building of which the Premises is a part, or inside the Premises if visible from the outside, without first obtaining the Landlord's written approval thereof, which shall not be unreasonably withheld, delayed or conditioned; and Tenant further agrees to maintain such sign, awning, canopy, decoration, advertising matter, lettering, etc., as may be approved in good condition and repair at all times, and repair all damage to the Premises that is caused by the installation, maintenance or removal of such signs, lettering, etc. All signs shall comply with the sign criteria provided by Landlord in Exhibit D, and Tenant shall be obligated to install at least one sign in conformance with, as well as any additional signs required by, such sign criteria. All tenant signs shall, at Tenant's cost, comply with applicable laws, codes, ordinances, rules and regulations. If directed by Landlord, Tenant, at its sole cost, shall remove all signs upon the termination of the Lease and will repair all damage caused by such removal.

6.6 FURNITURE, TRADE FIXTURES AND EQUIPMENT. Tenant shall not cut or drill into, or secure any trade fixture, apparatus or equipment of any kind to any part of the Premises without first obtaining the written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. All furnishings, trade fixtures, equipment, and machines installed by Tenant in the Premises shall be in commercial reasonable condition and good working order and shall remain the property of Tenant and shall be removable by Tenant at the expiration or earlier termination of this Lease or any renewal or extension thereof, provided that in the event of such removal Tenant shall promptly restore the Premises to their original order and condition. Any such equipment not removed at or prior to such termination shall, at Landlord's option, be and become the property of Landlord. If any personal property is leased or otherwise owned by a third party, Tenant shall provide Landlord with the identity of the owner in sufficient detail for Landlord to be able to communicate with such owner.

6.7 INITIAL INSTALLATION AND IMPROVEMENTS BY TENANT. Tenant, prior to commencing any work in, at or upon the Premises, shall submit to Landlord for Landlord's prior written approval: (i) complete architectural, electrical and mechanical plans and specifications covering all work which Tenant proposes to do in the Premises, including the installation of any fixtures therein, whether such work is to be done by Tenant or by others, (ii) sworn statements from Tenant and its general contractor, including the names, addresses and copies of contracts for all contractors and materials suppliers; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements and payment of all impact, usage or other fees; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord, Landlord's mortgagee and such other parties, as designated by Landlord, as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such work. All plans and specifications shall be prepared in such detail as is required by the applicable governmental jurisdiction in which the Shopping Center is located and, if such applicable governmental jurisdiction does not require submittal of such plans and specifications, then in such detail as Landlord reasonably requires and Tenant agrees not to commence work upon any portion of the Premises until Landlord has approved such plans and

specifications in writing. Landlord agrees to act with reasonable promptness with respect to the approval or non-approval of such plans and specifications. Any changes in said plans or specifications must be similarly approved, in writing, by Landlord.

Upon receiving possession of the Premises from Landlord, Tenant, at its sole expense, shall with due diligence proceed to commence work on these initial improvements and alterations to the Premises and to install such furnishings, trade fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening of business. In the event that Tenant does not open the Premises for the conduct of its business on or before the date that is thirty (30) days following the Tenant Opening Date, such shall be considered to be a Tenant default and will be governed by the provisions of Section 11.1 (5). Landlord, in addition to all other remedies hereunder as provided in Section 11.2, shall also have the right to terminate this Lease by giving Tenant notice of such termination, whereupon this Lease shall be terminated unless within twenty (20) days of the giving of said written notice of termination, Tenant shall have opened the Premises for the conduct of its business.

All of Tenant's work and installations shall be done in a first-class, workmanlike manner using qualified labor and high quality material and in compliance with all laws, rules, regulations and orders of all governmental authorities having jurisdiction thereof and free of liens and claims for liens. Tenant's work shall be conducted so as not to interfere with other work in progress in the Premises or the Shopping Center or with other tenants' business and, in the performance of Tenant's work, Tenant shall engage and employ only such labor as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord or others in the Shopping Center, or any part thereof, including the Premises. At Landlord's sole option, Tenant at its sole cost and expense, shall, in connection with the completion of its work, deliver a general contractor's affidavit, copies of invoices, lien waivers from the general contractor and all subcontractors and suppliers and a date down of Landlord's title policy, insuring no construction related exceptions including, but not limited to mechanic's liens, or lien exceptions resulting from work completed by or on behalf of Tenant.

Tenant shall, at Tenant's own expense, promptly remove from the Premises and the Shopping Center area all trash and debris which may accumulate in connection with Tenant's work in the Premises. Tenant, prior to delivery of possession, shall with the prior consent of Landlord be permitted to install fixtures and equipment. Any work done by Tenant prior to delivery of possession of the Premises shall be done in a manner as will not interfere with the progress of the work by Landlord of completing construction and Landlord shall have no liability or responsibility for loss of, or any damage to fixtures, equipment or other property of Tenant so installed or placed on the Premises.

Tenant will obtain, at its sole cost, a certificate of occupancy or similar approval and deliver a copy thereof to Landlord upon completion of Tenant's work.

6.8 MECHANIC'S LIENS. If Tenant makes any alterations or improvements in the Premises, Tenant must pay for same when made. Nothing in the Lease shall be construed to authorize Tenant or anyone dealing with or under Tenant, to charge the rents of the Premises, or the property of which the Premises form a part, or the interest of Landlord in the estate of the Premises, or any person under and through whom Landlord has acquired its interest in the estate of the Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Premises. If a mechanic's or materialmen's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Tenant will promptly pay same and take steps immediately to have same removed. If the lien is not removed within twenty (20) days from the date of written notice from Landlord, Landlord shall have the right at Landlord's option to cause the same to be discharged by record of payment, deposit, bond or order of a court of competent jurisdiction or otherwise, or to pay any portion thereof and of the amounts so paid, including attorneys' fees and expenses connected therewith, together with interest on all of the foregoing at the per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate permitted by law, shall be Additional Rent due from Tenant to Landlord and shall be paid to Landlord immediately upon rendition to Tenant of bill. Tenant will indemnify, defend and hold harmless Landlord from and against all loss, claims, damages, costs or expenses suffered by Landlord by reason of any repairs, installations or improvements made by Tenant. Tenant will provide insurance certificates from all contractors performing Tenant's work in form and substance as is required by Tenant under this Lease.

No mechanics' or materialmen's liens or mortgages, deeds of trust, or other liens of any character whatsoever created or suffered by Tenant shall in any way, or to any extent, affect the interest or rights of Landlord in any buildings or other improvements on the Premises, or attach to or affect Landlord's title to or rights in the Premises including, but not limited to, Landlord's reversionary interest or other estate or interest of Landlord in the Premises.

6.9 TENANT'S DUTY TO REPAIR AND MAINTAIN PREMISES. Tenant, at its sole cost and expense, shall keep and maintain in good order, condition and repair (including any such replacement, periodic painting, and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances hereto located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the Premises), sprinkler systems, walls, floors and ceilings (including (i) any damage to the walls, floors, ceilings or the other areas of the Premises or (ii) any mold or mildew condition on the walls, floors, ceilings or the other areas of the Premises, caused by or resulting from moisture on or about the Premises), motors applicable to the Premises, and all alterations, improvements and installations made by Tenant under the terms of this Lease and any exhibits thereto, as herein provided; any repairs required to be made in the Premises due to burglary of the Premises or other illegal acts on the Premises or any damage to the Premises caused by a strike involving the Tenant or its employees.

Tenant shall maintain and bear the expense of the light fixtures and bulbs, any sprinkler system, air-conditioning units and filters, janitorial services, interior pest control, and the like. In the event that any governmental regulations or any insurance company insuring the Shopping Center or the Premises, from time to time, shall require modifications including, but not limited to, emergency lighting to be installed in the Premises, the installation and the maintenance of the same, including providing of battery power, shall be the responsibility of Tenant. Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Premises and will be responsible for any damage caused to the roof by any acts of the Tenant, its agents, servants, employees or contractors of any type or nature.

At all times during the Term, Tenant, at its sole cost and expense, shall maintain a maintenance contract in effect with a licensed competent contractor for the consistent periodic (which shall be at least quarterly, or more frequently if required by any manufacturer's warranty) inspection and maintenance of all heating, ventilation and air conditioning ("HVAC") systems located on or for the use of the Premises. If the permitted use of the Premises is as a restaurant or other prepared food provider, Tenant, at its sole cost and expense, shall maintain in effect at all times during the term of the Lease (or so long as the use of the Premises includes a restaurant or other food provider) a grease trap maintenance contract for the consistent and periodic inspection and maintenance of all grease traps located on or which service the Premises. All HVAC and grease trap maintenance contracts will be entered into with responsible, experienced providers. Tenant is obligated to provide copies of all such maintenance contracts to Landlord on an annual basis.

If Tenant refuses or neglects to commence and to complete repairs or maintenance required herein promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall be liable for the cost thereof to Landlord as Additional Rent. Except to the extent otherwise expressly provided in Section 6.3 above, or Sections 9.1 or 9.2 below, Landlord shall not be obligated to repair, replace, maintain or alter the Premises, and Tenant waives all laws in contravention thereof.

ARTICLE VII - USE OF PREMISES

7.1 TENANT'S USE OF THE PREMISES. Tenant shall use and occupy the Premises only for those permitted uses reflected in Section 1.7 of the Abstract of Lease and for no other purpose without Landlord's prior written consent. Additionally, except as provided to the contrary as permitted uses in the Abstract of Lease, Tenant shall not violate in any manner (a) the protected use rights granted by Landlord to other tenants in the Shopping Center when Tenant has received written notice of such protected use rights, (b) any use restriction or prohibition contained in any document of record of which Tenant has been provided a copy, or (c) any of the Prohibited Uses set forth in Exhibit F attached hereto and made a part hereof. If any conflict shall develop between Tenant and any other tenant of the Shopping Center regarding any provisions in this Lease or in leases to other tenants in the Shopping Center, Landlord shall be the sole arbitrator of such conflict. Landlord's decision shall be binding on Tenant and Landlord shall incur no liability to Tenant as a result of any such determination made by Landlord hereunder. If Landlord permits a deviation from any provision of this Lease, the permission, to be effective, must be in writing and Landlord in its sole discretion may withhold or revoke such permission. Failure of Landlord to enforce any provision in this Lease or in leases to any other tenant in the Shopping Center shall be at Landlord's sole discretion and Landlord shall incur no liability to Tenant as a result of any determination made by Landlord. Furthermore, if Tenant's use of the Premises or any improvement constructed by Tenant in, at or upon the Premises or the Shopping Center causes the imposition of any impact fees against any portion of the Shopping Center, then Tenant shall pay such fees prior to delinquency.

Notwithstanding anything contained in this Lease to the contrary, neither Tenant nor any person, firm, or corporation directly or indirectly affiliated with Tenant nor Tenant's franchisers, subsidiaries, parents, partners or shareholders (in a closely held corporation) shall conduct or operate, within the Restricted Area during the Term, any commercial establishment for the same or a similar use as the permitted use described in Section 1.7 of the Abstract of

(4) Comply with all reasonable rules and regulations of Landlord in effect at the time of the execution of this Lease or at any time or times, and from time to time, promulgated by Landlord, which Landlord in its sole discretion shall deem necessary in connection with the Premises, the building of which the Premises are a part, or the Shopping Center. Landlord agrees that it shall not enforce any such rules and regulations in an arbitrary and capricious manner.

(5) Tenant shall maintain complete and attractive display windows in the Premises. Tenant shall keep all display windows clean and shall keep the same illuminated during normal business hours and at such other times as Landlord may from time to time reasonably require.

(6) Tenant shall not commit or permit any waste upon the Premises nor shall Tenant perform any act or carry on any practice which may injure the Premises, any other space in the Shopping Center or any other tenant or occupant of the Shopping Center, or cause any offensive odor, noise or vibration, or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any offensive noises be emitted from the Premises.

(7) Tenant shall keep trash and refuse in covered trash receptacles authorized by Landlord, which trash receptacles shall be kept within the Premises at all times, and in no event stored outside of the Premises. Tenant shall cause such trash and refuse to be removed from the Premises in the manner, at such times, and in such areas as Landlord may designate for such purpose. If Landlord provides for trash removal by a contractor, Tenant shall use such contractor for its trash removal and pay when due all charges assessed in connection with such trash removal at the rates established therefor, such sums payable either (at Landlord's option) (i) as and when the charges thereof become due and payable or (ii) in equal monthly installments based on Tenant's Proportionate Share of the cost thereof at the same times as Minimum Rent is payable hereunder, without demand and without any deduction or setoff whatsoever. Landlord may, at its sole option, adjust Tenant's monthly payments of estimated charges if Landlord, in its reasonable judgment, determines the estimated charges are incorrect. Payments made pursuant to subsection (ii) above shall be subject to reconciliation pursuant to Section 4.3 of this Lease. Tenant shall ensure that no trash, garbage and refuse accumulate.

(8) Tenant will at its expense (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all the walls and interior and exterior store surfaces of the Premises clean, dry and free from mold and mildew; (c) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insect, rodents, vermin and other pests; (e) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; and (f) conduct its business in all respects in a manner consistent with the quality and standards of operation of the Shopping Center and in a dignified manner and in accordance with high standards of store operation.

(9) Tenant agrees that neither it nor anyone taking under or through it shall operate nor cause or permit to be operated from or at the Premises a catalogue, Internet, mail order or an "800-type" phone-order facility, or a wholesale, discount, outlet, "warehouse," "dollar-type" or unit price store. In regard to the use and occupancy of the Premises and the Common Areas of the Shopping Center, Tenant will not: (i) place or maintain any merchandise, trash, debris, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises; (ii) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, public address systems, sound amplifiers, or the reception of radio, television or other media broadcasts which is in any manner audible or visible outside of the Premises; (iii) permit undue accumulations of or burn garbage, trash, rubbish or other debris within or without the Premises; (iv) cause or permit objectionable odors in Landlord's reasonable opinion to emanate or to be dispelled from the Premises; (v) cause water to accumulate, pool or cause leaks into adjacent premises, (vi) solicit business in any area of the Shopping Center outside the Premises; (vii) distribute handbills or other matter in any area of the Shopping Center outside the Premises; (viii) receive or ship articles of any kind outside the designated loading areas for the Premises; (ix) use any plaza, exterior areas, corridor, sidewalk, or any other area of the Shopping Center adjacent to or near the Premises for the sale or display of any merchandise or for any other business use, occupation or undertaking; (x) conduct or permit to be conducted any auction, sidewalk sale, distress sale, fire sale, going out-of-business sale, or the like; (xi) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for high-caliber, urban, shopping areas conducted in accordance with good and generally accepted standards of operation; (xii) place a load upon any floor that exceeds the floor load that the

Lease. Nothing contained in this Lease is intended to (or shall) limit or restrict the Landlord and its affiliates, successors and/or assigns or any other tenant and their successors and/or assigns from engaging in one or more types of retail businesses. Tenant will at all times be the operator and manager of the Premises. Any attempt to use a management contract, concession agreement or any other arrangement whereby the operation of the business of the Premises will be other than by Tenant shall constitute a violation of this Lease.

7.2 USE OF COMMON AREAS. All facilities furnished by Landlord in the Shopping Center and designated for the general use, in common, of occupants of the Shopping Center, including Tenant hereunder, their officers, agents, employees and customers, including, but not limited to, parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other similar facilities, shall at all times be subject to the exclusive control and management of Landlord. Landlord shall have the right from time to time to change the area, level, location and arrangement of such parking areas and other facilities above referred to; and make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common facilities. Tenant hereunder and any other subtenants and licensees shall comply with all rules and regulations made by Landlord pertaining to the operation and maintenance of said common facilities, including, but not limited to, such reasonable requirements pertaining to sanitation, handling of trash and debris, loading and unloading of trucks and other vehicles, and safety and security against fires, theft, vandalism, personal injury and other hazards. The parking area shall be limited to parking for customers and employees of tenants of the Shopping Center, Landlord and any other parties permitted by Landlord from time to time, and Tenant and its employees may not park in any portion of the parking area, except that portion thereof, if any, designated or which may hereafter be designated as "Employees' Parking Area." Landlord retains the right to grant exclusive parking rights to portions of the Shopping Center to other tenants of the Shopping Center. Landlord shall have the exclusive right at any and all times to close any portion of the common areas for the purpose of making repairs, changes or additions thereto and may change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas and may enter into agreements with adjacent owners for cross-easements for parking, ingress or egress.

7.3 CONDUCT OF TENANT'S OPERATIONS.

A. Subject to inability by reason of strikes or labor disputes or unavailability of goods or other reasons beyond Tenant's reasonable control, Tenant shall, at all times during the Term, carry at all times in the Premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Landlord and Tenant. Tenant shall, at all times during the Term, conduct its business in the Premises a minimum time period from 10:00 A.M. to 9:00 P.M. on Mondays through Saturdays and from 11:00 A.M. to 5:00 P.M. on Sundays (except for state and federal designated holidays), and shall continuously and uninterruptedly occupy the Premises and operate the store throughout the Term for the use permitted by this Lease in an efficient, professional and first-class manner and maintaining a full staff of trained, experienced and qualified employees. Tenant shall be liable to Landlord for any and all suits, damages, liabilities, losses (including loss or diminution of rents or profits), costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) paid, suffered or incurred by Landlord as a result of Tenant's failure to comply with its obligations under this subsection A. Nothing contained in this subsection A is intended to or shall restrict or limit any other remedies available under this Lease, at law and in equity for Tenant's failure to comply with its obligations hereunder.

B. At all times throughout the Term, and without limitation of Tenant's other obligations set forth in this Lease, Tenant shall:

(1) comply with any and all requirements of any of the constituted public authorities, and with the terms of any State or Federal law, statute or local ordinance or regulation applicable to Tenant for its use, safety, cleanliness or occupation of the Premises including, but not limited to, the requirements of the Americans with Disabilities Act and requirements of any insurer of the Shopping Center or the Premises, and shall defend and hold Landlord harmless from penalties, liens, costs, expenses or damages resulting from Tenant's failure to do so.

(2) Give to Landlord prompt written notice of any accident, fire damage or environmental condition occurring on or to the Premises or of any leaks, moisture buildup on or about the Premises.

(3) Load and unload goods at such times in the areas and through such entrance as may be designated for such purposes by Landlord. Such trailers or trucks shall not be permitted to remain parked overnight in any area of the Shopping Center, whether loaded or unloaded.

floor was designed to carry; or (xiii) deface, damage or demolish any sign, light standard or fixtures, landscaping material or other improvement or property in any areas of the Shopping Center outside the Premises.

(10) Tenant shall not do, or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant agrees to pay to Landlord as Additional Rent any and all increase or increases of premiums on or costs of insurance carried or maintained by Landlord on the Premises, the Shopping Center or any part thereof, caused in any way by the occupancy of Tenant.

7.4 RIGHTS RESERVED BY LANDLORD. All of the following rights are reserved by Landlord, each of which Landlord may (but without obligation to) exercise without notice or liability to Tenant. The exercise of such rights by Landlord shall not be deemed an eviction, disturbance or disruption of Tenant's use or possession of the Premises.

A. **EASEMENTS.** Landlord expressly reserves all rights in and with respect to the land hereby leased not inconsistent with Tenant's use of the Premises as provided in the Lease, including (without in any way limiting the generality of the foregoing) the rights of Landlord to establish common areas and grant parking easements to others and to enter upon the Premises and to grant, in Landlord's sole discretion, easements to others (even before the establishment of common areas) for the purpose of installing, using, maintaining, renewing and replacing such overhead or underground water, gas, sewer and other pipe lines, and telephone, electric, and power lines, cables and conduits.

B. **INSPECTION, REPAIR AND INSTALLATION.** Landlord reserves the right to, at all reasonable times, by itself or its duly authorized agents, employees and contractors to go upon and inspect the Premises and every part thereof, to enforce or carry out the provisions of this Lease, at its option to make repairs, alterations and additions to the Premises or the building of which the Premises are a part, to perform any defaulted obligation of Tenant or for any other proper purposes. Landlord also reserves the right to install or place upon, or affix to the roof and exterior walls of the Premises, equipment, signs, displays, antenna, cables and any other object or structure of any kind, provided the same shall not materially impair the structural integrity of the building or interfere with Tenant's occupancy.

C. **PRESENTATION FOR SALE OR LEASE.** Landlord hereby reserves the right during normal business hours to enter the Premises and to exhibit the same for purposes of sale, lease or mortgage, and, during the last twelve (12) months of the term of this Lease, to exhibit the same to any prospective Tenant, and to display a "For Sale" sign at any time, and also after notice from either party of their intention to terminate this Lease, or at any time within twelve (12) months prior to the expiration of this Lease, a "For Rent" sign, a "For Sale" sign, or both, as Landlord shall require, except on doors leading into the Premises.

7.5 HAZARDOUS MATERIALS.

A. **HAZARDOUS MATERIALS.** Tenant shall comply with all environmental laws relating to Hazardous Materials (as hereinafter defined) affecting the Premises, the Shopping Center and the improvements thereon, and the business conducted thereon by Tenant, or any activity or condition on or in the Premises. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, and which is stored, used, disposed of or released in violation of any law, rule, regulation or order of any local governmental authority, the state in which the Premises is located or the United States Government. Without limiting the generality of the foregoing, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises or the Shopping Center by itself or its agents, employees, contractors or invitees without the prior written consent of Landlord. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Premises caused or permitted by Tenant results in contamination of the Premises, the Shopping Center or any adjacent property, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises, the Shopping Center, and/or adjacent property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, the Shopping Center, and/or adjacent property, damages arising from any adverse impact on occupying or marketing of the Premises, the Shopping Center, and/or adjacent property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the term or extended term of this Lease as a result of such contamination. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any

cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises, the Shopping Center, and/or adjacent property. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises or Shopping Center caused or permitted by Tenant results in any contamination of the Premises, the Shopping Center, and/or adjacent property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, the Shopping Center, and/or adjacent property to the condition existing prior to the introduction of any such Hazardous Material to the Premises, the Shopping Center, and/or adjacent property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions are in accordance with all applicable laws and governmental requirements and would not potentially have any material adverse long-term or short-term effect on the Premises, the Shopping Center, and/or adjacent property.

B. **INSPECTION.** Landlord shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the requirements of this Section 7.5. If Tenant is not in compliance with the requirements of this Section 7.5, Landlord shall have the right, but not the obligation, to immediately enter upon the Premises to remedy any condition which is in violation of the terms of this Lease or caused by Tenant's failure to comply with the requirements of this Lease. Landlord shall use reasonable efforts to minimize interference with Tenant's business as a result of any such entry by Landlord. The provisions of this Section 7.5 shall survive the expiration or earlier termination of this Lease and Tenant's surrender of the Premises to Landlord.

ARTICLE VIII - LIABILITY INSURANCE AND INDEMNIFICATION

8.1 ALLOCATION OF RISKS AND INSURANCE.

A. **OPERATION OF SHOPPING CENTER AND COMMON FACILITIES.** Landlord bears the risk of and may insure, as practical or required by a lender of Landlord, the operation of the Shopping Center as a whole or the common facilities. Such insurance may include, but is not limited to, general liability, umbrella liability, bodily injury, public liability, property damage liability, automobile insurance, sign insurance and the like in limits selected by Landlord and may be procured and or carried through third party insurance companies, captive insurance companies, programs of self-insurance and blanket policies of insurance or any combination of the foregoing. Tenant shall pay to Landlord its Proportionate Share of such insurance as provided in Section 4.3 above.

B. **PREMISES AND SHOPPING CENTER.** Landlord bears the risk of and shall keep the buildings of the Shopping Center and any improvements forming at any time a part of the Common Areas insured against loss or damage by fire, with extended coverage and vandalism and malicious mischief endorsement or their equivalents, in such insurance companies as Landlord shall select and in amounts not less than eighty percent (80%) of the replacement cost of the building and structures insured with loss payable thereunder to Landlord and to any authorized encumbrances of Landlord (with standard mortgagee loss payable clause) in accordance with their respective interests. Landlord reserves the right to place other coverage as may be required by mortgagee or as determined necessary by Landlord, similar to other commercial buildings in the area. Landlord may also maintain rent insurance equal to at least one year's Rent. If the Lease is canceled for any reason or if Tenant has committed an event of default which has not been cured, all insurance proceeds shall be paid and retained by Landlord, subject to the rights of any authorized encumbrances of Landlord. Tenant shall pay to Landlord its Proportionate Share of such Insurance as provided in Section 4.3 above. Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the within Premises shall be increased by reason of any use of the Premises made by the Tenant, then Tenant shall pay to Landlord such increase in Insurance as shall be occasioned by said use.

C. **PROPERTY OF TENANT.** Tenant agrees that all property owned by it in, on, or about the Premises shall be at the sole risk and hazard of the Tenant. Landlord shall not, regardless of fault, be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Premises or elsewhere.

D. **OPERATIONS OF TENANT.** All operations conducted by Tenant shall be at Tenant's sole risk. In addition, Tenant shall procure insurance for its operations as specified in the Abstract of Lease and as follows (or such other lesser coverage amounts approved in writing by Landlord):

- (1) **Liability Insurance:** Tenant shall keep in force and at its own expense Commercial General Liability (CGL) insurance, which shall be on a primary and non-contributory basis, naming as Additional Insured parties,

Landlord, Landlord's property management company, and any mortgagees designated by Landlord, with coverage for premises/operations, personal and advertising injury, products/completed operations and contractual liability with single limits of liability of not less than \$1,000,000 for bodily injury and property damage per Occurrence, \$2,000,000 for bodily injury and property damage for General Aggregate, and Fire Legal Liability insurance in amounts sufficient to cover the replacement costs of the Premises and loss of use thereof.

(2) **Plate Glass Insurance:** Tenant shall keep and maintain in force during the Term hereof, plate glass insurance upon windows and doors in the Premises.

(3) **Dram Shop/Liquor Liability Insurance:** In the event that at any time during the Term of the Lease or any extension or renewal thereof, drugs, prescription drugs, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Premises (it being understood and agreed, however, the foregoing provision shall not authorize the use of the Premises for such purposes without the express written consent of the Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain, and keep in force, adequate Dram Shop/Liquor Liability insurance protecting both Tenant and Landlord in connection therewith with policy as required, from time to time, under the laws of the state in which the Premises are located and with a minimum coverage of the greater of (a) \$1,000,000 per occurrence or (b) the amount required by the laws of the state where the Premises are located. In the event Tenant shall fail to procure such insurance, then sales of the foregoing products shall be suspended immediately until such coverage is again in force.

(4) **Physical Damage Insurance** including, but not limited to, fire, sprinkler leakage, vandalism and all other risks of direct physical loss as insured against under special form coverage endorsement for the full replacement cost of all additions, improvements (including leasehold improvements) and alterations to the Premises and providing that Landlord and any other parties designated by Landlord from time to time are loss payees or additional insureds as their interests may appear, and covering all furniture, trade fixtures, equipment, machinery, movable partitions, wall and floor coverings, inventory, merchandise and all other items of Tenant's property on the Premises and any alterations to the Premises made by Tenant. Such insurance shall be written on a "special form" of physical loss or damage basis, for the full replacement cost value of the covered items and in amounts that meet any coinsurance clause of the policies of insurance and with deductibles no greater than \$10,000. In the event of a loss, the proceeds of such insurance shall be used for the repair or replacement of the property insured.

(5) **Worker's Compensation Insurance** covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises, in amounts not less than those required by applicable law.

(6) **Employers liability insurance** covering all employees, agents and contractors of Tenant performing work in, on or with respect to the Premises, in amounts not less than \$500,000 for each accident and \$500,000 for diseases. \$500,000 for disease – Each Employee, and \$500,000 for Disease-Policy Limit.

(7) **Extra expense and business interruption insurance** including loss of rents for periods and with limits not less than twelve (12) months of Minimum Rent and Additional Rent, naming Landlord as loss payee.

(8) **Automobile Insurance** on a primary and non-contributory basis covering all owned, non-owned and hired automobiles used in connection with the operation of Tenant's business at the Premises with limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident.

(9) **Umbrella or Excess Liability coverage** in amounts not less than \$5,000,000 in excess of the CGL insurance required in D (1) hereinabove.

(10) **Any such other types, coverages and amounts of insurance** (including increases to the foregoing) as may be required from time to time by landlords of real estate properties similar to the Shopping Center (in size, age, tenant mix, etc.) in the metropolitan area where the Premises is located.

E. **REQUIREMENTS OF ALL POLICIES.** All insurance policies required of Tenant in this Lease shall name as insured Landlord, Managing Agent and Tenant (and upon request, any other party named by Landlord) and shall contain an express waiver of any right of subrogation against Landlord and other named insured designated by Landlord. Said policies shall be in Class "A" companies authorized to write such coverage in the state in which the Premises are located and shall be acceptable to Landlord and/or its lender (which shall be named as an additional insured if requested in writing). Tenant will further deposit the policy or policies of such insurance or certificates thereof (on AcorD forms) with Landlord with evidence of payment of premium at all times commencing with the date Tenant first enters upon the Premises for any purpose. Each policy shall provide against cancellation without thirty (30) days prior written notice to the named insureds. The deductibles on all such insurance will be in amounts acceptable to Landlord. Tenant will pay all deductible amounts under all such insurance policies.

F. **FAILURE TO PROCURE INSURANCE.** In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the Term, Landlord shall be entitled to procure the same and Tenant shall immediately reimburse Landlord for such premium expense.

G. **WAIVER OF SUBROGATION.** Without limiting the generality of any other waivers of claims contained in this Lease, Landlord and Tenant hereby waive any and all claims and rights of recovery against the other and their respective officers, directors, employees, agents and representatives for any loss or damage to their respective properties or interests (including business interruption and rent loss), to the extent such loss or damage is insured against, or required to be insured against pursuant to the terms of this Lease, by Landlord or Tenant (as applicable) pursuant to this Article VIII, regardless of fault or negligence and regardless of the amount of insurance proceeds actually collected or collectible under any insurance policies in effect, and Landlord and Tenant each represent and warrant to the other that all such policies permit such waiver and contain, and will contain, enforceable waiver of subrogation endorsements. Nothing contained herein shall serve as a waiver for any deductible or self-insured risk. In addition, Landlord and Tenant agree that in the event of any loss or damage to their respective properties or interests (including business interruptions or loss), the party suffering the loss shall resort to its insurance coverage prior to asserting any claim or demand against the party causing the loss.

8.2 INDEMNIFICATION AND WAIVER OF CLAIMS.

A. **INDEMNIFICATION.** Subject to Landlord's waiver contained in Section 8.1G above, Tenant shall indemnify and defend Landlord and hold it harmless from and against any and all claims, actions, damages, liability and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by Landlord (1) in connection with loss of life, personal injury and/or damage to or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the Premises and adjacent sidewalks and loading platforms or areas or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, invitees, customers or employees unless such claim, action, damage, liability or expense is the result of the intentional and willful misconduct or the gross negligence of Landlord, or (2) as a result of any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease. Tenant shall, at its own expense, promptly and timely defend all actions brought against Landlord, its agents or employees, for which Tenant is or may be responsible for indemnification hereunder, with legal counsel reasonably acceptable to Landlord and if Tenant fails to do so, Landlord (at its option, but without being obligated to do so) may, at the expense of Tenant, defend such actions, and Tenant shall pay and discharge any and all judgments that arise therefrom. Subject to the waivers contained in Section 8.1G above and subsection B below, Landlord shall indemnify and defend Tenant and hold it harmless from and against any and all claims, actions, damages, liability and expense including, without limitation, court costs and reasonable attorneys' fees suffered, paid or incurred by Tenant in connection with loss of life, personal injury and/or damage to or theft or misappropriation or loss of property occurring in or about, or arising from or out of, the Shopping Center (other than the Premises) caused by the intentional and willful misconduct or gross negligence of Landlord, its agents or employees.

B. **WAIVER OF CLAIMS.** Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage or injury to person and property or theft or loss of use of property and loss of business sustained by Tenant or any person claiming through Tenant resulting from any theft, fire, accident, occurrence, injury or condition in or upon the Premises or building of which they shall be a part, including, but not limited to, such claims for damage resulting from: (i) any defect in or failure of plumbing, heating or air-conditioning equipment, sprinkler, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain, sprinkler or any other pipe or tank in, upon or about such building or Premises; (iv) the backing up or overflow of any sewer pipe drain, retention pond, storm water drainage or downspout; (v) the escape of gas, steam or hot water; (vi) water, snow or ice being upon or coming through the roof or any other place upon or near such building or

Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; and (ix) any act or omission of co-tenants or other occupants of said building or of adjoining or contiguous property or buildings including their employees, licensees and invitees. In the event the Premises or its contents are damaged or destroyed by fire or other insured casualty, the rights, if any, of either party hereto against the other with respect to such damage or destruction are waived, and all policies of fire and/or extended coverage or other insurance covering the Premises or its contents shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived the right of recovery from any person or persons prior to the date and time of loss or damage, if any.

ARTICLE IX - LOSS, DESTRUCTION OR TAKING OF PREMISES OR SHOPPING CENTER

9.1 FIRE OR OTHER CASUALTY. Tenant shall give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Premises. Thereupon, Landlord's obligation concerning the repair or reconstruction of the Building (hereinafter defined) will be as follows:

A. **PARTIAL DESTRUCTION OF PREMISES.** If the building in which the Premises is located (the "Building") shall be damaged by the elements or other casualty or by fire, not due to Tenant's intentional acts or negligence, which do not thereby render the Premises untenable in whole or in part, then Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired, and the Rent shall not be abated. If by reason of any such occurrence, the Premises shall be rendered untenable only in part, due to damage to the Building structure, Landlord shall promptly after receipt of insurance proceeds cause the damage to be repaired and the Rent meanwhile shall be abated proportionately as to the portion of the Premises and only for the time such Premises are rendered untenable due to damage to the Building structure. Notwithstanding the foregoing, in the event Landlord proceeds to have any damage restored as aforesaid, Tenant agrees that promptly after completion of such repairs by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements of the same type and character as in existence prior to such casualty and to promptly reopen for business in the same manner as required at the commencement of the Term. In no event shall Landlord be obligated to repair or restore any special equipment or improvements installed by Tenant, it being understood that Landlord's restoration obligations shall be limited to restoration of the Building.

B. **SUBSTANTIAL DESTRUCTION OF PREMISES.** If the Building shall be rendered wholly untenable by reason of such occurrence (i.e., destruction of 25% or more), and Tenant actually shall not be operating in any portion of the Premises, then Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired, and the Rent shall meanwhile be abated in whole, provided, however, that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Rent to be adjusted as of such date that the Premises becomes untenable. If Landlord shall not have completed such repairs within two hundred seventy (270) days after the occurrence of such fire or other casualty, then Tenant shall have the right to terminate this Lease by delivering notice thereof to Landlord prior to such completion. Notwithstanding the foregoing, in the event Landlord proceeds to have any damage restored as aforesaid, Tenant agrees that promptly after completion of such repairs by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and to construct and install leasehold improvements of the same type and character as in existence prior to such casualty and to promptly reopen for business in the same manner as required at the commencement of the Term. In no event shall Landlord be obligated to repair or restore any special equipment or improvements installed by Tenant, it being understood that Landlord's restoration obligations shall be limited to restoration of the Building.

C. **DESTRUCTION OF SHOPPING CENTER.** If the Shopping Center shall be damaged by the elements or other casualty or by fire, not due to Tenant's intentional acts or negligence and which damage does not render the Premises untenable in whole or in part, Landlord shall promptly after receipt of insurance proceeds cause such damage to be repaired and the Rent shall not be abated. If the Shopping Center or any premises (other than the Premises) located thereon suffers damage or destruction of a substantial nature (i.e., destruction of 10% or more of the Shopping Center), which damage or destruction does not render the Premises untenable in whole or in part, Landlord shall after receipt of insurance proceeds cause such damage to be repaired and the Rent shall not be abated; provided, however, that Landlord shall have the right to be exercised by notice in writing to be delivered to Tenant within sixty (60) days from and after such occurrence to elect not to reconstruct the destroyed portion of the Shopping Center, and in such event this Lease and the tenancy hereby created shall cease as of the date of the occurrence, the Rent to be adjusted as of such date.

D. **APPLICATION OF INSURANCE PROCEEDS:** Notwithstanding the foregoing provisions of this Section 9.1, provided Landlord terminates the leases of all other similarly situated tenants in the Shopping Center,

Landlord may terminate this Lease with no further liability to Tenant whatsoever in the event that following any fire or other casualty of any part of the Shopping Center, any party holding a mortgage, trust deed or similar lien on Landlord's interest in the Shopping Center elects to require the application of the insurance proceeds to reduce the indebtedness secured by such mortgage, trust deed or similar lien.

9.2 CONDEMNATION.

A. **AWARD.** If title to all or any portion of the Premises is taken by a public or quasi-public authority under any statute or by right of eminent domain of any governmental body, whether such loss or damage results from condemnation of part or all of the Premises or any portion of the parking area or service entrances and exits, Tenant shall not be entitled to participate or receive any part of the damages or award except where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute in which event the latter sum shall be received by Tenant, and except that portion of any award allocated to the taking of Tenant's trade fixtures, equipment and personal property, or to a loss of business by Tenant. None of the awards or payments to Landlord shall be subject to any diminution or apportionment on behalf of Tenant or otherwise.

B. **SUBSTANTIAL OR MATERIAL TAKING OF PREMISES.** Should any power of eminent domain be exercised after Tenant is in possession, such exercise shall not void or impair this Lease unless the amount of the Premises so taken is such as to substantially and materially impair the usefulness of the Premises for the purpose for which the same are hereby demised, in which event either party may cancel this Lease by notice to the other within sixty (60) days after possession is taken, and the Rent herein provided shall abate as of the date possession is taken by the condemning authority.

C. **PARTIAL TAKING OF PREMISES.** If a portion of the Premises shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain and the Premises shall continue to be reasonably suitable for the use which is herein authorized, then the Rent herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Premises and the Lease shall continue in full force and effect.

D. If a portion of the Shopping Center shall be taken as herein provided for public improvements or otherwise under the exercise of the right of eminent domain, such exercise shall not void or impair the Lease unless the amount of the Shopping Center so taken, in Landlord's sole and absolute discretion, is such to substantially or materially impair the usefulness of the Shopping Center, in which event Landlord may cancel this Lease by notice to Tenant within sixty (60) days after possession is taken, the Rent to be adjusted as of such date.

ARTICLE X - ASSIGNMENT, SUBLETTING, MORTGAGING AND SUBORDINATION

10.1 **ASSIGNMENT AND SUBLETTING BY TENANT.** Tenant may not and shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments any interest in this Lease (each individually and collectively referred to in this Section as a "Transfer") without first obtaining the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate, partnership or proprietary structure. Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent Transfer. The acceptance of any Rent by Landlord from any alleged assignee or subtenant shall not constitute approval of the assignment or sublease of this Lease by the Landlord, and the consent by Landlord to one assignment or subletting of the Premises shall not constitute a waiver of Landlord's rights hereunder. Tenant shall pay to Landlord a Transfer Fee of \$1,500.00 for such written consent. In the event of any such assignment, subletting, licensing or granting of a concession made with the prior written consent of the Landlord as aforesaid, Tenant will nevertheless remain primarily liable for the performance of all the terms, conditions, and covenants of this Lease. Any Transfer shall be by agreement in a form and content acceptable to Landlord, and shall specify and require that each Transferee of this Lease by acceptance of any Transfer shall assume, be bound by, and be obligated to perform the terms and conditions of its sublessor and assignor under this Lease. A condition of such Transfer is the agreement of the parties that Landlord shall receive the full and complete Rent payment of the Transferee even though such payments may be in excess of the original Rent between Landlord and Tenant. It is the intent and understanding of the parties to this Lease that Tenant shall not receive any monetary benefit, in excess of the actual Rent obligation of Tenant, as agreed between the original Tenant and Landlord, through a Transfer to a third party. In the event of default of Tenant, Landlord at Landlord's sole option may succeed to the position of Tenant as to any subtenant or licensee of Tenant.

Notwithstanding the preceding to the contrary, Tenant may assign its entire interest under this Lease or sublet the Premises to a wholly owned corporation, affiliate, subsidiary or parent of the Tenant or to any successor to Tenant by purchase, merger, consolidation or reorganization (hereinafter collectively referred to as "Corporate Transfer") without the consent of Landlord, provided (i) Tenant is not in an event of default under this Lease beyond applicable notice and cure periods; (ii) if such proposed transferee is a successor to Tenant by purchase, said proposed transferee shall acquire all or substantially all of the stock or assets of Tenant's business or, if such proposed transferee is a successor to Tenant by merger, consolidation or reorganization, the continuing or surviving corporation shall own all or substantially all of the assets of Tenant; (iii) such proposed transferee shall have a tangible financial net worth which is at least equal to Tenant's net worth at the date of this Lease; (iv) such proposed transferee operates the business in the Premises for the permitted use and no other purpose; and (v) Tenant shall remain primarily liable for all obligations under this Lease in the event of any Corporate Transfer. As used herein, the term "affiliate" shall mean a business entity controlling, controlled by or under common control with Tenant and the term "subsidiary" shall mean a corporate entity wholly owned by Tenant or at least fifty-one percent (51%) of whose voting stock is owned or controlled by Tenant. As used herein, the word "control" means the right and power, directly or indirectly, to direct or cause the direction of the management and policies of a person or business entity, corporate or otherwise, through ownership or voting securities, by contract or otherwise. Tenant shall give Landlord written notice, which notice shall include a copy of the fully executed assignment document, within thirty (30) days of the effective date of such Corporate Transfer.

Notwithstanding anything contained herein to the contrary, in addition to a Corporate Transfer which does not require Landlord's consent as more particularly set forth above, (i) the sale of stock or membership interests in Tenant by any shareholder or member of Tenant which does not result in a change of operational control or voting control of Tenant, (ii) any public offering or transfer for the purpose of raising capital in which all or a portion of Tenant's voting stock will be sold or traded to and by the public on a nationally recognized stock exchange or on the "over-the-counter" market (as recognized by the Securities Exchange Act of 1934) (collectively, a "National Exchange") or the sale of Tenant's voting stock on National Exchange, or (iii) a transfer of stock or membership interest related to the death of a shareholder or member, shall not constitute a Transfer under the terms of this Lease.

Nothing herein shall waive any requirement or obligation that a debtor in possession or the trustee appointed in any bankruptcy proceeding provide adequate protection of Landlord's right, title and interest in and to the Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease.

10.2 ASSIGNMENT AND MORTGAGING BY LANDLORD.

A. **TRANSFER BY LANDLORD.** The owner of the Premises shall only remain liable for the Landlord's obligations pursuant to the terms and limitations set forth in this Lease during its ownership of the Premises. So long as all sums held on Tenant's behalf in trust or escrow by Landlord are paid over to any purchaser of the Premises, Landlord shall be and is hereby relieved of all covenants and obligations of Landlord hereunder after the date of sale of said Premises, and it shall be construed without further agreement between the parties that the purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder from the date of such sale.

B. **SUBORDINATION.** This Lease is subordinate to any and all leases, mortgages or deeds of trust hereinafter placed upon the Shopping Center, now or in the future, or any part thereof, and to all future modifications, consolidations, replacements, extensions and renewals of, and all amendments and supplements to said leases, mortgages or deeds of trust. Notwithstanding such subordination, as aforesaid, this Lease, except as otherwise hereinafter provided including, but not limited to, an event of default by Tenant, shall not terminate or be divested by foreclosure or other default proceedings under said leases, mortgages, deeds of trust, or obligations secured thereby, and Tenant shall attorn to and recognize the landlord, mortgagee, trustee, beneficiary or the purchaser at the foreclosure sale in the event of such foreclosure or other default proceeding, as Landlord for the balance of the Term of this Lease, subject to all of the terms and provisions hereof. The provisions of this paragraph shall be self-operative, but Tenant acknowledges and agrees that as a material consideration inducing Landlord to enter into this Lease, Tenant shall acknowledge same by executing and delivering to Landlord, on demand at any time or times, any and all instruments in order to subordinate this Lease and Tenant's rights hereunder, as aforesaid. Notwithstanding the foregoing, any such mortgagee, beneficiary, purchaser or lessor may elect to give the rights and interests of Tenant under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party. In the

event of any act or omission by Landlord which would give Tenant the right to damages from Landlord or the right to terminate this Lease, Tenant will not sue for such damages nor exercise any such right to terminate until (i) it shall have given written notice of the act or omission to Landlord and to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant, and (ii) a reasonable period of time, in light both of the time required to effect a remedy and of the impact of the act or omission on Tenant's business operations at the Premises, for remedying the act or omission has elapsed following the giving of the notice (which shall in no event be deemed any less than thirty (30) days), during which time Landlord and such holder(s), or either of them, and their agents or employees, will be entitled to enter upon the Premises and do therein whatever may be necessary to remedy the act or omission.

C. **ESTOPPEL AND SUBORDINATION DOCUMENTS.** Tenant acknowledges and agrees that as a material consideration inducing Landlord to enter into this Lease, Tenant agrees to execute, acknowledge and deliver any and all documents required to effectuate the provisions of this Section within seven (7) days after request thereof by Landlord. In the event that upon any sale, assignment, lease, mortgage or hypothecation of the Premises and/or the land thereunder by Landlord, a statement shall be required by Tenant, Tenant agrees to deliver and cause Guarantor to deliver in recordable form an Estoppel Certificate (if such be the case) that this Lease and Guaranty, as applicable, is in full force and effect and there are no defenses or offsets or Landlord defaults thereto, or stating those claimed by Tenant, the dates to which Rent or other sums have been paid in advance, and any other such certifications of Lease terms as may reasonably be required and such specific subordination agreement on Lender's form as may reasonably be required by Lender, it being intended that any such statements delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, assignee or beneficiary. Tenant hereby grants Landlord a power of attorney to execute any document in the name of Tenant in the event Tenant fails to execute, acknowledge and deliver any document required to effectuate the provisions of this Section within seven (7) days after request therefor by Landlord.

D. **FINANCIAL STATEMENTS AND SALES FIGURES.** Tenant acknowledges and agrees that as a material consideration inducing Landlord to enter into this Lease, Tenant shall, upon request from Landlord which shall be limited to one (1) time per calendar year, provide a copy of Tenant's latest available financial statements and year-to-date sales figures, certified by Tenant as being true and correct. Tenant agrees to provide such statements within ten (10) days of Landlord's reasonable request. In addition, within sixty (60) days after Tenant's year end, Tenant shall deliver to Landlord monthly sales figures, certified by Tenant as being true and correct, for the prior year. Notwithstanding anything contained herein to the contrary, Landlord agrees to keep confidential all financial statements and year to date sales figures confidential supplied by Tenant; provided, however, Landlord has the right to reveal such information to mortgagees, prospective purchasers, attorneys, accountants and such other professionals (engaged by Landlord (and agents in such regard) and to Landlord's own managerial and administrative staff, provided however, that such parties shall agree to keep confidential all information contemplated herein.

E. Intentionally Omitted.

ARTICLE XI - DEFAULT AND REMEDIES FOR DEFAULT

11.1 TENANT EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an event of default by Tenant hereunder:

(1) Tenant or any Guarantor of Tenant's obligations under this Lease becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors or the filing of a petition by or against Tenant or any Guarantor for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors or the taking of possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant.

(2) Failure of Tenant to pay when due any installment of Rent hereunder or any other sum herein required to be paid by Tenant, and the continuance of such nonpayment for five (5) days following Landlord's written notice that such installment is due, provided that Landlord shall only be required to deliver written notice of a nonpayment one (1) time per calendar year.

(3) Abandonment of the Premises by Tenant.

(4) Tenant fails to observe or perform any of the covenants with respect to a Transfer.

(5) Tenant's failure to perform any other covenant or condition of this Lease within twenty (20) days after written notice and demand from Landlord.

(6) In the event Tenant or any Guarantor is a business organization, such business organization fails to remain in good standing in its state of organization and the state in which the Shopping Center is located or such business organization is dissolved.

11.2 REMEDIES OF LANDLORD FOR DEFAULT BY TENANT. Upon the occurrence of an event of default, Landlord shall have the right, then or at anytime thereafter, and while such event of default shall continue, and in addition to and not in lieu of any other remedies, relief or rights available to Landlord at law or equity or contained in this Lease, to do any of the following:

(1) Landlord by itself or its authorized agents may cure the default and charge Tenant for the costs of such cure, which charge shall be due and payable as Rent under this Lease immediately upon written notice to Tenant.

(2) Landlord may enforce every provision of the Lease in accordance with its terms including, but not limited to enforcement of the payment of Rent provisions by a suit or suits in equity or at law. In furtherance thereof, Landlord shall have the right to obtain reports on Tenant's (and any other party responsible for Tenant's performance) credit worthiness from the three (3) major credit reporting agencies or any other credit agency customarily used by Landlord, and Tenant hereby consents thereto.

(3) Landlord may (a) apply all or part of the Security Deposit to the default of Tenant; or (b) exercise its rights under the Guaranty.

(4) Landlord shall have the right to terminate the Tenant's right of possession of the Premises without terminating this Lease and, therefor, to recenter the Premises to assume and take possession of the whole or any part thereof, and to remove all persons or personal property by direct or summary action, or in a different type of suit or proceeding, by force or otherwise, without being deemed liable of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to such summary judgment or other action as may be provided by law. Additionally, Landlord may with or without terminating the Lease relet the Premises as the agent for and in the name of the Tenant, at any rental readily acceptable, applying the proceeds first to reimburse Landlord for all costs of enforcement of this Lease including attorneys' fees and court costs, if any, second, to costs to re-rent the Premises including, but not limited to, tenant improvement costs and leasing commissions, third, to reimburse Landlord for Landlord's entire cost and expense in preparing the Premises for Tenant's occupancy, fourth, to the payment of such Rent as same comes due, and, fifth, toward the fulfillment of the other covenants and agreements of Tenant herein contained. Tenant shall not be entitled to any residual amount remaining after payment of all of the foregoing sums. Tenant hereby agrees that if Landlord shall recover or take possession of said Premises as aforesaid, and be unable to relet and rent the same so as to realize a sum equal to the Minimum Rent and Additional Rent hereby provided, Tenant shall pay to Landlord any loss or difference of Minimum Rent and Additional Rent for the remainder of the Term. Landlord may, but is not required to, assign this Lease to Guarantor, if any, in the name of and on behalf of Tenant or may enter into a new lease with Guarantor on the same terms as this Lease or upon different terms. Tenant acknowledges that Landlord has been granted Tenant's power of attorney coupled with an interest in order to effectuate Landlord's rights hereunder in the event that Tenant fails or refuses to do so within five (5) days of notice from Landlord.

(5) Landlord, irrespective of the date on which its right of reentry shall have accrued or be exercised, shall have the right, whether for rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. Except to the extent required by applicable law, Landlord is under no affirmative duty to maximize the rent collected from any replacement tenant or otherwise mitigate Landlord's damages and Tenant waives any legal or equitable right or defense that Landlord mitigate its damages. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the event of default. The termination may be made effective as of the event of default, or thereafter, and, if not otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord shall be entitled to and may take

immediate possession of the Premises, any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for Rent then overdue or remaining under the Lease but shall, if permitted by the laws of the state where the Premises are located, operate to accelerate the entire balance of the Term Rent and additional charges due over the entire lease Term, which shall become immediately due and payable by Tenant, along with all overdue Rent and charges.

If Landlord terminates this Lease as provided above, Landlord shall be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Minimum Rent and Additional Rent for the period up to and including such Termination Date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the then present value (using a discount rate of five percent (5%)) of the excess of the Minimum Rent and Additional Rent provided to be paid for the remainder of the Term over the fair market rental value of the Premises (determined at the date of termination of this Lease by Landlord in Landlord's reasonable discretion) after deduction of all anticipated expenses of reletting. In the alternative, Landlord shall have the right, at Landlord's option, from time to time, to recover from Tenant, and Tenant shall remain liable for all Minimum Rent, Additional Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (y) such amounts as Landlord may receive from reletting, if any, after first paying all costs of such reletting, including, without limitation, brokerage commissions and the costs of reasonable repairs, alterations, additions and redecorations, and the expenses of re-entry. The net amounts of rent from any re-letting collected remaining after such expenses shall operate only as an off-setting credit against the amount due hereafter with any excess or residue belonging to Landlord solely. Should the fair market rental value of the Premises after deduction of all anticipated expenses of reletting exceed the Minimum Rent and Additional Rent provided to be paid by Tenant for the remainder of the Term, Landlord shall not be obligated to pay to Tenant any part of such excess or to credit any part of such excess against any other sums or damages for which Tenant may be liable to Landlord.

(6) Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees all of which shall be deemed Additional Rent.

(7) Tenant shall reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's preparation of the Premises for Tenant's occupancy including, but not limited to, Landlord's Work all of which shall be deemed Additional Rent.

(8) Landlord shall have the right to pursue any and all other rights and remedies available at law and in equity.

(9) To the extent required by applicable law, Landlord shall use commercially reasonable efforts to mitigate the damages it suffers as a result of Tenant's default under this Lease; provided, however, that Tenant agrees that (i) Landlord will have satisfied its obligation to mitigate damages if Landlord endeavors, in good faith, to re-lease the Premises, (ii) Landlord will not be required to give preference to the Premises over other vacant space in the Shopping Center or any other property owned or controlled by Landlord or any affiliates thereof, (iii) Landlord may reject any prospective tenant who, in Landlord's reasonable discretion, is disreputable, whose business does not enhance the Shopping Center, who does not have sufficient business experience, or who lacks the financial ability to perform the tenant's obligations under Landlord's then current form Lease, (iv) under no circumstances shall Landlord be required or obligated to relet or attempt to relet the Premises for any period of time beyond the then applicable Termination Date, and (v) Landlord may reject any offer to lease the Premises at a rate which is less than the rate being charged for comparable space in the Shopping Center or on terms that are less favorable than those contained in this Lease or which (in Landlord's reasonable discretion) is not in the best interests of the Shopping Center.

(10) Notwithstanding anything to the contrary set forth in this Lease, if more than one (1) monetary default by Tenant of any kind or amount occurs during any twelve (12) consecutive month period, the same shall constitute, at Landlord's option, an incurable default for all intents and purposes under this Lease, and Landlord

shall thereafter have the right, in addition to all of the remedies set forth above, to any of the following express remedies therefor, upon written notice to Tenant of its election:

- (a) Increase all Minimum Rent due for the remainder of the Term by an amount equal to 10% of the rate otherwise payable.
- (b) Require Tenant to make all remaining payments due under the Lease by certified funds.
- (c) Terminate the Lease.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise.

11.3 NON-WAIVER OF REMEDIES.

A. It is expressly agreed that neither the taking of possession of the Premises nor the institution of any proceedings by way of unlawful detainer, ejection, dispossessory, eviction, quiet title, or otherwise, to secure possession of said Premises, nor the reentry by Landlord with or without the institution of such proceedings, nor the issuance of a writ of possession, nor the reletting or subletting of said Premises, shall operate to relieve Tenant of its obligations to pay Rent and other amounts due hereunder, or operate to terminate this Lease in whole or in part, nor of itself constitute an exercise of Landlord's option to do so, but only by the giving of the written notice specifically specifying termination shall such termination be effected.

B. Acts of maintenance or preservation or efforts to relet the Premises, or the appointment of a receiver upon the initiation of the Landlord to protect the Landlord's interest under this Lease, shall not constitute a termination of the Lease.

C. Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any full or partial payments hereunder without in any way waiving Landlord's right to exercise the remedies hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Landlord. Following any default by Tenant, Landlord may apply any payment to any Rent then owing, or damages, cost and fees in the manner it chooses in its sole discretion.

D. The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or threatened breach by either of them or of any provisions of this Lease.

11.4 DEFAULTS BY LANDLORD. If Landlord fails to perform any of Landlord's obligations under this Lease, which failure continues for more than thirty (30) days after Tenant's delivery of written notice to Landlord specifying such failure, or if such failure is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the failure within such thirty (30) day period and diligently pursued such efforts to complete such cure), Tenant may, in addition to any other remedy available at law or in equity, after a second written notice to Landlord and Landlord's failure to cure within ten (10) business days after receipt of such second written notice, at its option, incur any expense necessary to perform the obligation of Landlord specified in such notice and invoice Landlord for the cost thereof. In no event shall Tenant withhold, deduct or offset any expense or claim from the payment of Rent.

ARTICLE XII - GENERAL PROVISIONS

12.1 BROKERS. Except for any Tenant Broker named in Section 1.10 of this Lease, Tenant warrants that it has employed no broker who has or may have a legitimate claim to a commission arising of Tenant's acceptance of this Lease. Landlord's Broker has agreed to pay the fees of Tenant Broker strictly in accordance with and subject to the terms and conditions of a written commission agreement (the "Commission Agreement"). Any claim by Tenant Broker above and beyond that set forth in the Commission Agreement shall be the sole obligation of Tenant. Any obligations or potential obligations for commission to any brokers not so named and who have a claim arising out of the actions of Tenant are the sole obligation of Tenant. Should a claim be made upon Landlord or the Premises by any brokers who in

Landlord's discretion Landlord determines to have legitimate claim for commission arising out of this transaction, whether such claim is ultimately upheld or not, Landlord may, but shall not be obligated to, discharge the claim either by paying the amount claimed to be due or by any other means. Tenant shall reimburse and pay to Landlord on demand any amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees incurred by Landlord in connection therewith, together with interest thereon at the per annum rate equal to the lesser of eighteen percent (18%) or the maximum rate permitted by law from the respective date of Landlord's notice to Tenant of the making of the payment or of the incurring of the cost and expense, including such attorneys' fees. Any commission or other compensation due brokers employed by Landlord, including any Landlord Broker named in Section 1.10, shall be the sole responsibility of Landlord.

12.2 NO PARTNERSHIP. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

12.3 SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, sublessees and assigns of said parties, subject to the provisions of Article X and except to the extent otherwise provided in this Lease, provided, however, that the liability of Landlord hereunder and any successor in interest and title to the Premises shall be limited to his or its interest in the Shopping Center, and no other assets of the Landlord other than his or its interest in the Shopping Center shall be affected by reason of any liability which said Landlord or successor in interest may have under this Lease. If there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein 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 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.

12.4 NOTICES. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall not be deemed to have been duly given or served unless made in writing and either personally delivered or forwarded by Certified Mail, Return Receipt Requested, postage prepaid, nationally-recognized overnight courier service or personal delivery to the address for each party provided in the Abstract of Lease. Any notice required or permitted to be given hereunder may be given by the attorney for the party sending notice, directly to the other party under the Lease, and the same shall constitute notice for all purposes under this Lease, provide said attorney identifies itself as the attorney of the sending party and such notice is otherwise delivered in full accordance herewith. Tenant shall also deliver any notices of default or an intent to exercise remedies under the Lease sent to Landlord to the holder(s) of the indebtedness or other obligations secured by any mortgage or deed of trust affecting the Premises or of any ground or underlying lease, if the name and address of such holder(s) have been furnished to Tenant. Such addresses may be changed from time to time by either party by serving notices as above provided. While Tenant is in possession of the Premises, notices to the tenant may also be delivered or forwarded by Certified Mail to the Premises. Notice shall be deemed given when delivered (or upon refusal of acceptance of delivery), if given by personal delivery, otherwise one (1) business day following delivery to a nationally-recognized overnight courier service or three (3) business days following deposit in the United States mail.

12.5 SCOPE AND INTERPRETATION OF THIS AGREEMENT.

A. ENTIRE AGREEMENT. This Lease shall be considered to be the only agreement between the parties hereto pertaining to the Premises. It is understood that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, letters of intent, agreements and understandings, written or oral, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. All negotiations and oral agreements acceptable to Landlord and Tenant have been merged into and are included in this Lease.

B. ARTICLE HEADINGS AND CAPTIONS. The headings or captions of Articles in this Lease are for convenience and reference only and they in no way define, limit, or describe the scope or intent of this Lease or the provisions of such Articles.

C. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS. As used in this Lease and whenever required by the context thereof, each number, either singular or plural, shall include all numbers, and each gender shall include all genders. Landlord and Tenant, as used in this Lease, or in any other instrument referred to in or

made a part of this Lease, shall likewise include both singular and plural. All covenants herein contained on the part of Tenant shall be joint and several.

D. **TIME OF ESSENCE.** Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

E. **IMPARTIAL CONSTRUCTION.** The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for nor against either Landlord or Tenant.

F. **GOVERNING LAW.** The laws of the State in which the Premises are located shall govern the validity and enforceability of this Lease. Jurisdiction and venue shall be deemed valid and appropriate in the county and state where the Shopping Center is located.

G. **PARTIAL INVALIDITY.** If any term, covenant or condition 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 term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

H. **AMENDMENT.** Oral agreements that modify or are in conflict with any of the terms of this Lease shall be without force and effect. All amendments must be in writing executed by the parties or their respective successors in interest.

I. **TENANT'S CONFLICTS.** Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify, defend and save harmless Landlord, any future owner of the fee or any part thereof, and any mortgagee thereof against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Tenant's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, servant, employee or licensee of any subtenant of Tenant.

J. **LANDLORD, MANAGING AGENT OR LANDLORD'S BENEFICIARY OR BENEFICIARIES THEREOF.** Wherever in this Lease Landlord is granted a right of consent or approval, a right of inspection, a right to add improvements to the Shopping Center, a right to designate repairs, maintenance or improvements required to be made by Tenant or changes in any plans submitted by Tenant or any other act which involved the exercise of discretion on the part of the Landlord hereunder, such right or exercise of discretion may be exercised by Landlord, Managing Agent or Landlord's beneficiary or beneficiaries thereof. Any obligation set forth in this Lease of the Landlord, or any obligation of Tenant which Landlord is given the right to perform on Tenant's behalf, shall be conclusively deemed to have been performed if performed by Managing Agent or Landlord's beneficiary or beneficiaries thereof. Any obligation of Tenant contained in this Lease to indemnify, defend or hold Landlord harmless (or Landlord and any other party), or to maintain and pay for insurance for the benefit of Landlord (or Landlord and any other party), or to waive any claim against Landlord (or Landlord and any other party) is hereby extended so that such obligations shall run in favor of Landlord, Managing Agent and Landlord's beneficiary or beneficiaries thereof. Wherever in this Lease it is acknowledged or stated that Landlord has made no representation or warranties or promises with respect to any matter, such provisions shall be deemed to acknowledge or state that neither Landlord nor Managing Agent nor Landlord's beneficiary or beneficiaries thereof, nor employee of Landlord has made such representations or warranties or promises. All rights to enforce any provision of this Lease on the part of Landlord or any rights to exercise any remedies of Landlord, either specifically provided for herein or at law or equity, may be exercised by Landlord, Managing Agent or Landlord's beneficiary or beneficiaries thereof, in their own name, alone or in conjunction with Landlord or any of the foregoing parties.

K. **EXECUTION OF LEASE BY LANDLORD.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereby by Landlord and Tenant. The execution of this Lease by Tenant shall be deemed an offer by Tenant to lease the Premises from Landlord upon the terms and conditions contained in the Lease, which offer may be accepted by Landlord only by the execution of this Lease by Landlord. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no

act or omission of any employee or agent of Landlord or of Landlord's broker shall alter, change or modify any of the provisions hereof.

L. JURY WAIVER. LANDLORD AND TENANT WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER, OR WITH RESPECT TO ANY ISSUE OR DEFENSE RAISED THEREIN, INCLUDING THE RIGHT TO AN ADVISORY JURY (EXCEPT FOR PERSONAL INJURY AND PROPERTY DAMAGE), ON ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE AND OCCUPANCY OF THE PREMISES INCLUDING SUMMARY PROCEEDING AND POSSESSION ACTIONS, ANY EMERGENCY STATUTORY OR OTHER STATUTORY REMEDY.

M. RENTS FROM REAL PROPERTY. Landlord and Tenant hereby agree that it is their intent that all Rent and other charges payable to the Landlord under this Lease shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code, as amended, (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision thereto, then the parties agree to execute such further instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section.

N. INDEPENDENT COVENANTS. The covenants of Tenant to pay Rent and any and all other amounts payable by Tenant pursuant to the terms of this Lease are independent covenants, and Tenant shall not have the right to hold back, offset, or fail to pay any such amounts for default by Landlord or any other reason whatsoever.

O. COUNTERCLAIMS. If Landlord shall commence any proceedings for nonpayment of Rent, Tenant will not interpose any counterclaim or set-off of whatever nature or description in any such proceeding (other than counterclaims which pursuant to the rules of court are deemed compulsory); the parties hereto specifically agreeing that Tenant's covenants to pay Rent or any other payments required of it hereunder are independent of all other covenants and agreements herein contained, provided, however, that this shall not be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Tenant further waives any right of defense which it may have to claim a merger, and neither the commencement of any action or proceedings nor the settlement thereof nor entering of judgment therein shall bar Landlord from bringing subsequent actions or proceedings from time to time.

P. OFAC CERTIFICATION. Tenant certifies that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated national and 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; and (ii) it is not 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.

12.6 RADON GAS. Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county public health unit.

12.7 ATTORNEYS' FEES. In the case of the failure of either party to perform and comply with any of the covenants and conditions hereof within the time herein specified, whether suit be brought or not, the party so failing to perform and comply hereby agrees to pay to the other party hereto all costs, charges, and expenses of such collection or other enforcement of rights in any suit or otherwise, including its reasonable attorneys' fees. The prevailing party in any litigation arising out of this Lease, including any appellate proceedings and bankruptcy proceedings, shall be entitled to the award of its reasonable attorneys' fees and costs.

12.8 LEASE NOT RECORDABLE. Under no circumstances shall this Lease be recorded and if Tenant records this Lease in violation of the terms hereof, in addition to any other remedy available to Landlord upon Tenant's default, Landlord shall have the option to terminate this Lease by recording a notice to such effect. If a memorandum or short form of lease is recorded, then, on the termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord an instrument in writing releasing and quit-claiming to Landlord all right, title and interest of Tenant in and to the Premises and/or the Shopping Center by reason of this Lease or otherwise.

12.9 ACCORD AND SATISFACTION. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose, or in any amount whatsoever and apply the same at Landlord's option to any obligation of Tenant and the same shall not constitute payment of any amount owed except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy and shall not be deemed to constitute a waiver of any of Landlord's rights hereunder. Without limiting the foregoing, 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.

12.10 NO WAIVER. No waiver of any provision of this Lease shall be implied by any failure of Landlord or Tenant to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term hereof or create a new tenancy or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement or a suit for possession of the Premises or after final judgment for possession of the Premises Landlord may receive and collect any Rent due and the payment of said Rent shall not waive, affect or nullify said notice, suit or judgment. Acceptance by Landlord of less than the entire amount due and owing by Tenant shall not constitute a waiver by Landlord of its rights to further collection.

12.11 COUNTERPARTS. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, any counterpart that is signed and returned by facsimile or electronic transmission shall be deemed properly signed and delivered.

12.12 EXHIBITS AND SCHEDULES. All exhibits and schedules attached to this Lease are hereby incorporated by reference.

[SIGNATURE PAGE FOLLOWS]

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

TENANT:

Premier Laser Spa of Kansas City LLC,
a Missouri limited liability company

By: 
Name: Michael Linehan
Title: Manager

LANDLORD:

RPAI Kansas City, L.L.C.,
a Delaware limited liability company

By: RPAI I DST,
a Delaware statutory trust, its sole member

By: Retail Properties of America, Inc.,
a Maryland corporation, its managing trustee

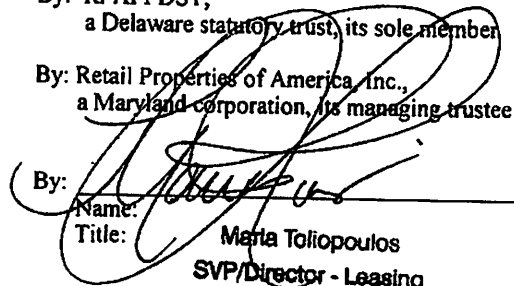
By: 
Name: Maria Toliopoulos
Title: SVP/Director - Leasing

EXHIBIT A-1

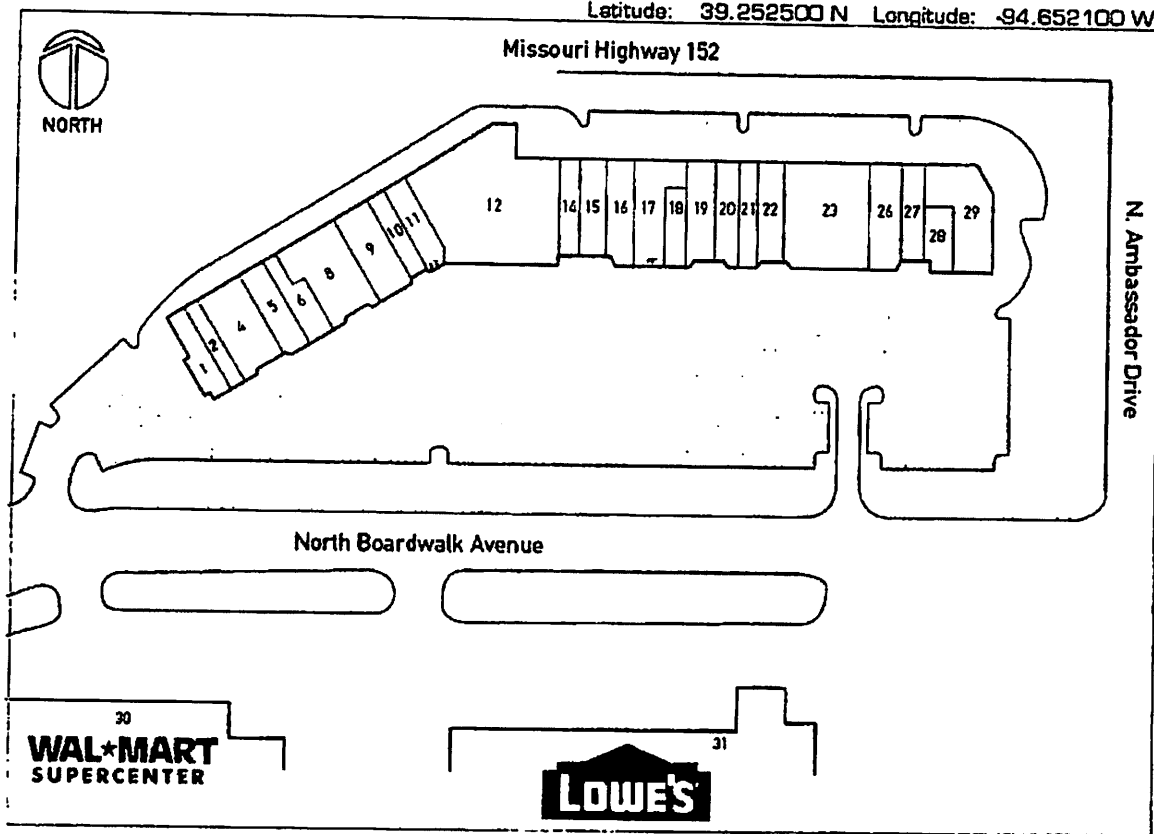
**SITE PLAN OF SHOPPING CENTER
AND DEPICTION OF LOCATION OF PREMISES**

This site plan is presented solely for the purpose of identifying the approximate location and size of the Premises. Building sizes, site dimensions, access and parking areas, existing tenant locations and identities are subject to change at Landlord's discretion, except as otherwise expressly restricted in the text of the Lease.

Shops At Boardwalk

8628 North Boardwalk Avenue, Kansas City, MO 64154

Latitude: 39.252500 N Longitude: -94.652100 W



Units 30 and 31 are not owned by Landlord and are not a part of the Shopping Center

EXHIBIT A-2

LEGAL DESCRIPTION OF SHOPPING CENTER

**SHOPS AT BOARDWALK
LEGAL DESCRIPTION**

LOTS 1 AND 2 AND TRACT A1, THE SHOPS AT BOARDWALK, FIRST PLAT, A SUBDIVISION IN KANSAS CITY, PLATTE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B
MINIMUM RENT

INITIAL TERM

<u>Months</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Annual PSF</u>
1 - 12	\$3,684.00	\$44,208.00	\$16.00
13 - 24	\$3,794.52	\$45,534.24	\$16.48
25 - 36	\$3,907.34	\$46,888.08	\$16.97
37 - 48	\$4,024.77	\$48,297.24	\$17.48
49 - 64	\$4,146.80	\$49,761.60	\$18.01

EXTENDED TERM

<u>Months</u>	<u>Monthly Minimum Rent</u>	<u>Annual Minimum Rent</u>	<u>Annual PSF</u>
65 - 76	\$4,271.14	\$51,253.68	\$18.55
77 - 88	\$4,397.78	\$52,773.36	\$19.10
89 - 100	\$4,531.32	\$54,375.84	\$19.68
101 - 112	\$4,667.17	\$56,006.04	\$20.27
113 - 124	\$4,807.62	\$57,691.44	\$20.88

EXHIBIT C-1

LANDLORD'S WORK

Landlord shall deliver possession of the Premises to Tenant with the HVAC system serving the Premises in good working order. In addition, Landlord shall remove the tree in front of the Premises so that the façade of the Premises is visible.

Except for the foregoing, Tenant accepts the Premises in its current "as is" condition. Landlord has made no representations or warranties as to the condition of the Premises.

MPL
Tenant Initial

DN
Landlord's Op's Initial

EXHIBIT C-2

TENANT'S WORK

All work required to complete and place the Premises in finished condition to allow Tenant to open for business is to be done by the Tenant, at the Tenant's expense (including all impact fees), and in accordance with this Exhibit and the Lease to which this Exhibit is attached.

1. **Tenant's Work**. Includes, but is not limited to, the following:

1.1 All plumbing, including waterlines, floor drains and sinks other than plumbing described in Exhibit C-1.

1.2 All floor finishes and coverings over existing floor.

1.3 Painting and decorating.

1.4 All trade fixtures and furnishings.

1.5 All tenant signs in accordance with Exhibit D.

1.6 Storefront display platforms or backgrounds.

1.7 All additions, deletions or modifications to existing conditions or to Landlord's work (proposed or in place) as described in Exhibit C-1.

1.8 Temporary services and facilities during construction shall be the responsibility of the Tenant from the date Tenant commences Tenant's work, including costs or charges for any utility or other services to the Premises.

1.9 Tenant is responsible for all impact fees associated with the space.

1.10. If tenant's use is that of a restaurant, Tenant will install a grease trap prior to opening for business.

2. **Changes and Alterations**. Landlord reserves the right to require changes in Tenant's work when necessary by reason of code requirements, or building facility necessity, or directives of governmental authorities having jurisdiction over the Premises, or directives of Landlord's insurance underwriters.

3. **General Provisions**. All work done by Tenant shall be governed in all respects by, and be subject to, the following:

3.1 Tenant agrees not to commence Tenant's work until Tenant has secured Landlord's written approval of all contractors to be used in performing Tenant's work and of the plans and specifications required to be submitted by Tenant to Landlord. Landlord agrees to notify Tenant within a reasonable time in advance of the day when Tenant must commence Tenant's work and Tenant agrees that Landlord may require Tenant to commence work, subject to such notice to commence Tenant's work before Landlord's work has been fully completed, provided that the Premises and the building of which the Premises are a part are completed to the extent that it is practical for Tenant to commence Tenant's work. Tenant's work shall be coordinated with the work being done by the Landlord and/or other tenants of Landlord to such a degree that such work will not interfere with or delay the completion of work by Landlord and/or other tenants of Landlord. The technical review of Tenant's plans and specifications for purpose of securing Landlord's approval, shall be performed by the Landlord's project architect on an hourly fee basis, plus reimbursable expenses, in accordance with the terms of agreement between the Landlord and the architect, and the Tenant shall reimburse the Landlord for all such fees and expenses.

3.2 Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any party performing any such work to guarantee the same to be free from any and all defects in workmanship and materials for one (1) year from the date of completion thereof. Tenant shall also require any such party to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such party which shall

become defective within one (1) year after substantial completion of the work. The correction of such work shall include, without charge, all expenses and damages in connection with such removal, replacement or repair of any part of the work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's work shall be contained in the contract or subcontract which shall be so written that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests appear, and can be directly enforced by either. Tenant covenants and agrees to give Landlord any assignment or other assurances necessary to effect the same.

3.3 Landlord shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant, any of Tenant's work which Landlord determines should be so performed. Generally, such work shall be work which affects any structural or roofing components, or work of other tenants of, or the general utility systems for, the building in which the Premises are located. If Landlord so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Landlord for all costs of planning and performing such work when and as incurred by Landlord, and for all permits in connection therewith.

3.4 Compliance with Laws: All Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and the requirements of Landlord's fire underwriter. Tenant shall promptly apply for and secure all necessary licenses, certificates and permits to be used in performing the work and thereafter diligently pursue receipt of same. Tenant shall provide Landlord with copies of any such applications within five (5) days of Tenant's submittal and shall provide Landlord with copies of any such licenses, certificates and permits within five (5) days of receipt. Tenant shall further be responsible for the cost and procurement of any and all reports, surveys and investigations necessary or required in connection with permits and other governmental approvals for Tenant's work.

3.5 Approvals: No approvals by Landlord shall be deemed valid unless the same shall be in writing signed by the Landlord.

3.6 Drawing Submittal: The Tenant shall, before it commences Tenant's work, furnish Landlord with one (1) set of reproducible plans and specifications for all its architectural, mechanical and electrical systems. Such plans shall include the data for all electrical and cooling loads, in form approved by Landlord. In the event Landlord disapproves Tenant's plans, Tenant shall thereafter furnish Landlord with revised plans within five (5) days of receipt of Landlord's disapproval.

3.7 Tenant's plans and specifications shall be prepared by an architect or professional engineer licensed in the state where the Premises are located and shall bear the signature and seal thereof.

EXHIBIT D

SIGN CRITERIA FOR SHOPPING CENTER

Basic Criteria Governing Signs:

Tenant signs must be kept clean and in good operating condition. It is recommended that each tenant develop a maintenance program to assure that its sign(s) will always appear inviting to customers and enhance the overall appearance of the Shopping Center.

I. APPROVALS

1. Each tenant must submit its sign(s) to Landlord for review and approval prior to the filing of an application for a sign permit(s).
2. Each tenant shall be responsible for the costs of obtaining the necessary licenses and/or permits for its sign(s), and for the costs of manufacturing and installing its sign(s). Tenant shall promptly apply for all such signage licenses and/or permits and thereafter diligently pursue receipt of same. Tenant shall provide Landlord with copies of any such applications within five (5) days of Tenant's submittal and shall provide Landlord with copies of any such licenses and/or permits within five (5) days of receipt.
3. In addition to obtaining the approval of Landlord, a tenant must ensure that all of its signs are in conformance with local sign ordinances and codes.
4. All sign vendors and contractors must be approved by Landlord, and approved sign vendors and contractors must submit required insurance to Landlord prior to commencing any sign work at the Shopping Center.

II. MANUFACTURING

1. All wiring, transformers, ballasts and other necessary equipment shall be concealed.
2. All work shall be done in a workmanlike manner and approved by Landlord.
3. The responsible tenant, at that tenant's sole cost and expense, and to Landlord's satisfaction and approval, shall repair any damage to the fascia.
4. Upon vacating its leased premises, a tenant shall remove its sign(s) and restore the fascia to its original condition. This shall be done at the tenant's sole cost and expense, and to the satisfaction and approval of Landlord.

III. ALLOWABLE SIGN LOCATION

1. One sign per tenant may be located on the fascia of the Shopping Center.
2. Fascia signs shall be centered with respect to the tenant's total store frontage.
3. The tenant's entire copy and graphics must be located within the boundaries of the "designated sign area," as designated by Landlord.

IV. ALLOWABLE SIGN STYLES

1. Fascia signs shall be individually formed metal channel letters and graphics.
2. Letters and graphics must be covered with acrylic faces.
3. All canopy and graphics shall be internally illuminated with neon.
4. Aluminum returns or sides of letters and graphics shall be Lacyral 20-313E Duranodic, or equivalent, with a 4-inch (4") depth. Landlord must approve substitutions.

5. The tenant's copy and graphics shall be mounted entirely on a raceway that matches the color of the fascia on which it is located. Landlord will specify these colors.

V. ALLOWABLE SIGN SIZE

1. The length of a tenant's sign will be limited to seventy-five percent (75%) of the tenant's sign panel.
2. A tenant shall be allowed up to two (2) square feet of sign face for each linear foot of the tenant's store frontage, but not to extend higher than the sign panel.
3. Letter sizes shall be as follow:
 - (a) for store fronts up to thirty feet (30'): capital letters shall be twenty-four inches (24"), and lower case letters shall be eighteen inches (18");
 - (b) for store fronts ranging from thirty feet (30') up to sixty feet (60'): capital letters shall be thirty inches (30"), and lower case letters shall be twenty-four inches (24").

VI. GENERAL REQUIREMENTS

1. No sign shall be placed in other than the "designated sign area," as designated by Landlord.
2. No sign perpendicular to the face of any building shall be permitted.
3. No roof-mounted sign of any kind shall be permitted.
4. No flashing, moving, or audible signs or beacons shall be permitted.
5. No banners or flagpoles shall be permitted.
6. Trailer signs, portable signs or temporary signs shall not be permitted.
7. All transformers or electrical appurtenances shall be used.
8. No exposed conduit, tubing, neon tubing, conductors, transformers or electrical appurtenances shall be allowed.
9. Electrical service to all signs shall be provided from the Tenant's meter, and it shall be the responsibility of each tenant to hire an electrician approved by Landlord to perform all required electrical work.
10. Landlord shall approve design of raceway mounting devices.
11. A tenant shall be responsible for repair of any damages to the building caused by the installation of its sign(s).
12. All signs shall be fully lighted and operational from a minimum of dusk until 2:00 a.m., Monday through Sunday (seven days a week).

EXHIBIT E
FORM OF GUARANTY

THIS GUARANTY (this "Guaranty") dated as of _____, 2013, by Turkey Lake, LLC ("Guarantor"), having an address at 1160-F Pittsford Victor Road, Pittsford, NY 14534, to RPAI Kansas City, L.L.C. (the "Landlord"), having an address 2021 Spring Road, Suite 200, Oak Brook, IL 60523.

WITNESSETH:

Contemporaneously herewith, Landlord, as lessor, is entering into a certain lease dated as of _____, 2013 (the "Lease") for real property located in the City of Kansas City, County of Platte, and State of Missouri, which property is more particularly described in Exhibit A-2 thereto with Premier Laser Spa of Kansas City LLC (together with its successors and assigns, the "Tenant"), as lessee. Guarantor will receive a substantial economic benefit from the Lease and is executing this agreement as an inducement to Landlord to enter into the Lease. Landlord would not have executed the Lease with Tenant without Guarantor executing this Guaranty.

NOW THEREFORE, in consideration of the premises, Guarantor agrees as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Landlord (a) the full and punctual performance and observance by Tenant of all of the terms, conditions, covenants and obligations to be performed and observed by Tenant under the Lease and any month-to-month tenancy created as a result of Tenant holding over after the expiration or termination of the Lease including, without limitation, the payment as and when due, whether by acceleration or otherwise, of all Minimum Rent and Additional Rent (both as defined in the Lease) and any other sums payable by Tenant under the Lease, and (b) payment of all Enforcement Costs (as defined in Section 5 below).

This is a guaranty of payment and performance, and not of collection, and Landlord shall not be obligated to enforce or exhaust its remedies against Tenant before proceeding to enforce this Guaranty. Landlord may, at Landlord's option, join Guarantor in any action or proceeding commenced by Landlord against Tenant in connection with or based upon the Lease or any term, covenant or condition thereof, and recovery may be had against Guarantor in such action or proceeding or in any independent action or proceeding against Guarantor without Landlord (i) asserting, prosecuting, or exhausting any remedy or claim against Tenant or (ii) commencing any proceeding to enforce or realize upon any collateral or other security (including, without limitation, any security deposit or other guaranties) which may be given to secure Tenant's obligations under the Lease, or to obtain any judgment, decree or foreclosure sale with respect thereto. Any suit or proceeding brought against Guarantor to collect the amount of any deficiency in payments due from Tenant under the Lease for any month or months shall not prejudice in any way the rights of Landlord to collect any such deficiency for any subsequent month or months in any similar suit or proceeding. Additionally, the maintenance of any action or proceeding by Landlord to recover any sum or sums that may be or become due under the Lease or to secure the performance of any of the other terms, covenants and conditions of the Lease shall not preclude Landlord from demanding and receiving the payment of such sums and the performance of such other terms, covenants and conditions from Guarantor, or from thereafter instituting and maintaining subsequent actions or proceedings for any subsequent default or defaults of Tenant under the Lease. Guarantor does hereby agree that, without affecting the liability of Guarantor under this Guaranty and without notice to Guarantor, Landlord may (i) grant to Tenant additional time for the payment of rent and any other sums due under the Lease or for the performance of any other terms, covenants and conditions contained in the Lease, or (ii) avail itself of or exercise any or all of the rights and remedies against Tenant provided by law, in equity, or by the Lease, and may proceed either against Tenant alone or jointly against Tenant and Guarantor or against Guarantor alone without first proceeding or exhausting any remedy or claim against Tenant.

2. Guarantor hereby assents to all of the provisions of the Lease and waives demand, protest, notice of any indulgences or extensions granted to Tenant, any requirement of diligence or promptness on the part of Landlord in the enforcement of the Lease and any notice thereof, and any other notice whereby to charge Guarantor. Guarantor shall be furnished with a copy of any notice of or relating to default under or termination of the Lease which is served upon Tenant.

3. (a) This Guaranty shall be a continuing guarantee and the liability of Guarantor hereunder shall in no way be affected, modified, diminished, impaired or terminated for any reason whatsoever, including, without limitation, by reason of any of the following, whether or not notice thereof is given to Guarantor: (i) any one or more sublettings of all or any portion of the Premises or any one or more assignments or other transfers of Tenant's interest in the Lease, (ii) any consent, approval, waiver or other action, inaction or omission under or concerning the Lease, (iii) any

modifications, renewals, extensions or amendments of the Lease, (iv) any dealings or transactions or matter or thing occurring between Landlord and Tenant, (v) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant or its successors or assigns, (vi) the release or discharge of Tenant from the performance or observance of any of the terms, covenants or conditions of law, by reason of any of the events described in the foregoing clause (v) hereof, or otherwise, (vii) any change in relationship between Guarantor and Tenant, (viii) the default or failure of Guarantor to perform any of its obligations set forth in this Guaranty, (ix) any action which Landlord may take or fail to take against Tenant by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in the Lease, or otherwise, (x) any failure or refusal of Landlord to re-let the Premises or any part or parts thereof in the event that Landlord shall obtain possession of the Premises after Tenant's insolvency or default, (xi) any failure to collect rent thereof under any such reletting, (xii) any alterations, repairs, replacements and/or decoration in the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises, and (xiii) any other circumstance or condition that may result in a discharge, limitation or reduction of liability of a surety or guarantor. Not later than seven (7) days after the request of Landlord, Guarantor will execute an estoppel certificate in a form requested by Landlord (A) confirming Guarantor's obligations under this Guaranty, (B) acknowledging that this Guaranty has not been modified (or, if so, identifying all modifications) and is in full force and effect, and (C) confirming that Guarantor has no claims or defenses under this Guaranty or otherwise with respect to the full performance and satisfaction of all of the terms, provisions, agreements and obligations of this Guaranty. A failure to issue an estoppel certificate in the requested form shall constitute a default by Tenant under the Lease. Such estoppel certificate will be certified to Landlord and such other parties as are designated by Landlord.

(b) Guarantor hereby waives notice of the acceptance of this Guaranty and presentment and demand for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, nonperformance, nonobservance and any other notice or demand to which Guarantor might otherwise be entitled. Guarantor hereby waives trial by jury of any and all issues arising in any action or proceeding between the parties, upon, under or in connection with this Guaranty or of any of its provisions, directly or indirectly, or any and all negotiations in connection therewith. Guarantor's obligations hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, and shall not be subject to, and Guarantor hereby irrevocably waives, any defense or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of Tenant's obligations under the Lease or of any of Guarantor's obligations hereunder, or otherwise.

4. The obligations guaranteed by Guarantor pursuant to this Guaranty include all terms, conditions, covenants and obligations to be performed and observed by Tenant during and/or with respect to the initial Term of the Lease, which is the period beginning on the "Commencement Date" and ending on the Termination Date as set forth in Section 1.3 of the Abstract of Lease and Section 3.1 of the Lease, the Extended Term, if any, and any month-to-month tenancy created after the expiration or termination of the Lease. This is a continuing guaranty and Guarantor's obligations hereunder shall survive the expiration of the initial Term and/or any expiration or termination of the Lease and shall continue until all obligations of Guarantor hereunder have been paid and satisfied in full. In the event that the Lease is modified, renewed or extended, or the Premises expanded or contracted, in any respect by agreement between Landlord and Tenant pursuant to an option granted in the Lease, or in the event that Tenant holds over beyond the Term of the Lease, or otherwise, then the obligations hereunder of Guarantor shall extend to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease and of any such modification, renewal, extension, expansion, contraction and/or hold over. Guarantor shall, from time to time within five (5) days after the request of Landlord, deliver to Landlord a notification and reaffirmation of all of Guarantor's covenants, liabilities and agreements contained in this Guaranty provided the failure of Guarantor to issue such notification and reaffirmation to Landlord shall not reduce or eliminate Guarantor's obligations hereunder. Guarantor intends that Guarantor shall remain liable hereunder as a principal until the full, final and unavoidable performance of all of liabilities and obligations hereunder, notwithstanding any fact, act, event or occurrence which might otherwise operate as a legal or equitable discharge of a surety or guarantor.

5. In addition to the amounts specified pursuant to Paragraph 1 hereof, Guarantor shall pay to Landlord any and all costs incurred by Landlord in enforcing this Guaranty, including court costs and reasonable attorneys' fees and costs (collectively, "Enforcement Costs").

6. This Guaranty shall inure to the benefit of and may be enforced by Landlord and its successors and assigns and any assignee of Landlord's interest in the Lease (including Landlord's mortgagee), and shall be binding upon Guarantor and its successors and assigns. No assignment by Guarantor shall affect or reduce its obligations hereunder, and all such obligations shall continue as though no such assignment had been made.

7. This Guaranty may not be changed or terminated orally, but only by a written instrument signed by the party against whom enforcement of any change or termination is sought.

8. Any notice required hereunder to be sent to Guarantor shall be sufficiently given by mailing by certified or registered mail, postage prepaid, to Guarantor at the address of Guarantor as stated above.

9. If Landlord shall be obligated by any bankruptcy, insolvency or other legal proceedings to repay to Guarantor or to Tenant, or to any trustee, receiver or other representative of any of them, any amounts previously paid by Guarantor pursuant to this Guaranty, this Guaranty shall be deemed reinstated to the extent of that repayment made by Landlord as though such original amount was never paid. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if, in good faith and on the advice of counsel, Landlord believes that such obligation exists. Nothing herein contained is intended or shall be construed to give to Guarantor any right of subrogation under the Lease or any right to participate in any way therein or in Landlord's right, title and interest in the Lease. Notwithstanding any payments made under this Guaranty, all rights of subrogation and participation are expressly waived and released by Guarantor.

10. No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty, nor any failure to exercise the same, shall operate as a waiver of, or otherwise affect, any right, power or privilege of Landlord under this Guaranty, nor shall any single or partial exercise thereof preclude the further exercise of, or the exercise of any other, right, power or privilege of Landlord under this Guaranty.

11. The validity and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State in which the Premises (as defined in the Lease) are located without regard to principles of conflicts of laws, and such laws shall apply in any action or proceeding arising out of or under this Guaranty.

12. All remedies afforded to Landlord by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one remedy, whether exercised by Landlord or not, shall be deemed to be exclusion of any other remedy available to Landlord and shall not limit or prejudice any other legal or equitable remedy which Landlord may have.

13. If any provision of this Guaranty or the application thereof to any person or circumstance shall to any extent be held void, unenforceable or invalid, then the remainder of this Guaranty or the application of such provision to persons or circumstances other than those as to which it is held void, unenforceable or invalid, shall not be affected thereby and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

14. Guarantor hereby irrevocably:

(a) submits to the jurisdiction of the state courts of the State of Illinois and to the jurisdiction of the United States District Court for the Northern District, Eastern Division, for the purposes of each and every suit, action or other proceeding arising out of or based upon this Guaranty or the subject matter hereof brought by landlord, it being expressly understood and agreed that this consent to jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Guaranty or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon Guarantor in any such court; and

(b) waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding brought in any such court, any claim that Guarantor is not subject personally to the jurisdiction of the above named courts, that Guarantor's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court, and further agrees to waive, to the fullest extent permitted under applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which Landlord or its successors or assigns are entitled pursuant to the final judgment of any court having jurisdiction; and

(c) consents to service of process by certified or registered mail at Guarantor's address as set forth herein, or in any other manner permitted by law, service in the foregoing manner to be deemed, in every respect, effective service of process upon Guarantor and be taken and held to be valid personal service upon, and personal delivery to, Guarantor. Guarantor agrees that Guarantor's submission to jurisdiction and consent to service of process by mail is made for the express benefit of Landlord.

EXHIBIT F
PROHIBITED USES

1. Funeral establishment;
2. Automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities;
3. Auction or bankruptcy sale;
4. Pawn shop;
5. Outdoor circus, carnival or amusement park, or other entertainment facility;
6. Outdoor meetings;
7. Bowling alley;
8. Primarily pool or billiard establishment;
9. Shooting gallery;
10. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. Refinery;
12. Adult bookstore or facility selling or displaying or selling access to pornographic books, literature, websites or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), massage parlor, steam bath, nude modeling, establishment with nude or semi-nude waiters, waitresses or entertainers;
13. Any residential use, including, but not limited to living quarters, sleeping apartments or lodging rooms;
14. Theater including, but not limited to, an x-rated theater;
15. Auditorium, meeting hall, ballroom, school, educational facilities (including, but not limited to, beauty schools, barber colleges, reading rooms or libraries, or other place of public assembly);
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio;
18. Dance hall;
19. Cocktail lounge, bar, disco or night club;
20. Bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
21. Video game or amusement arcade, except as an incidental part of another primary business;
22. So called "head shop" which sells drug paraphernalia;
23. Skating or roller rink;
24. Car wash, car repair or car rental agency;
25. Second hand store, auction house, or flea market, Army/Navy-type store or governmental surplus;
26. Restaurant including, but not limited to, drive-in or drive-through restaurants;
27. Non-retail use (which shall not prohibit in the Shopping Center such uses commonly referred to as "quasi-retail" or "service retail" such as a travel agency, real estate office, insurance agency, accounting service, etc., so long as same do not exceed ten percent (10%) of the Leasable Square Feet of the Shopping Center); or
28. Any uses which conflict with the uses of existing tenants.
29. Tenant may not install an Automatic Teller Machine in or on the Premises without the express written consent of Landlord which consent Landlord may deny in its sole discretion.

EXHIBIT G

RULES AND REGULATIONS

1. Tenant shall advise and cause its vendors to deliver all merchandise before noon on Mondays through Fridays, not at other times.
2. All deliveries are to be made to designated service or receiving areas and Tenant shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.
3. Tractor-trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the Shopping Center.
4. Tenant shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other item which the same are not designed to receive.
5. Tenant shall not permit or suffer any advertising medium to be placed on exterior walls or windows, on the sidewalks or on the parking lot areas or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign and trade or seasonal decoration of any size, style or material within the Shopping Center, outside the Premises.
6. Tenant shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the Premises, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios, or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the Premises, unless Landlord has previously given its written consent.
7. Tenant shall not permit or suffer any portion of the Premises to be used for lodging or extended stay purposes.
8. Tenant shall not, in or on any part of the Common Area:
 - a. Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.
 - b. Exhibit any sign, placard, banner, notice or other written material, except for activities as approved in writing by Landlord.
 - c. Distribute any circular, booklet, handbill, placard or other material, except for activities as approved in writing by Landlord.
 - d. Solicit membership in any organization, group or association or contribution for any purpose.
 - e. Create a nuisance.
 - f. Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.
 - g. Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of customers, business invitees or employees situated within the Shopping Center.
9. Tenant shall not locate furnishings or cabinets adjacent to mechanical or electrical access Panels or over air-conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Landlord's access will be at Tenant's cost. The lighting and air-conditioning equipment of the Shopping Center will remain in the exclusive control of the building designated personnel.
10. Tenant shall comply with parking rules and regulations as may be posted and/or distribution from time to time.
11. Prior written approval, which shall be at Landlord's sole discretion, must be obtained for installation of window shades, blinds, drapes or any other window treatment of any kind whatsoever.

12. Tenant shall keep the Premises at a temperature compatible with comfortable occupancy during business hours and at all times sufficiently high to prevent freezing of water in pipes and fixtures.
13. Tenant shall keep the signs, exterior lights and display window lights of the Premises lighted each and every day of the Term during the hours designated by Landlord.
14. No animals shall be brought into or kept in or about the Shopping Center other than as handicap aids.
15. In the event any violation of any of the above rules and regulations continues after five (5) days following written notice to Tenant of such violation, beginning on such fifth day Tenant shall be in default of the Lease. In addition to all other remedies of Landlord provided in the Lease for Tenant's default, Tenant shall pay liquidated damages of One Hundred Dollars (\$100.00) per day for each day such violation continues.
16. Except as otherwise provided herein, Landlord reserves the right to modify or rescind any of these rules and regulations and to make such other or further reasonable rules and regulations as it deems in its reasonable judgment shall from time to time be necessary or advisable for the operation of the Shopping Center, which rules and regulations shall be binding upon Tenant upon their notification of said further rules and regulations.

EXHIBIT H

SHOPPING CENTER PROTECTED USES AND PROHIBITED USES

Tenant shall not use the Shopping Center in whole or in part for the following uses.

**Shops at Boardwalk
(6022)
Protected Uses**

ECR Declaration (02.25.00)

Wal-Mart Stores, Inc. 3.2.1. As long as Wal-Mart Stores, Inc. ("Wal-Mart") or any affiliate thereof is the user of Tract 1, either as owner or lessee, no space in or portion of Tract 2, shall be leased or occupied by or conveyed to any other party for use as a discount department store, or a grocery store, or a drug store, provided, however, that nothing contained herein shall preclude the operation on Tract 2 of a typical Lowe's Companies, Inc. ("Lowe's") store under the tradename "Lowe's" and further provided that nothing herein shall prohibit the use of Tracts 3, 4, 5, 6, 7, or 8 as a convenience store selling groceries. In addition, as long as Wal-Mart or any affiliate thereof is the user of Tract 1, either as owner or lessee, no space in or portion of Tracts 3, 4, 5, 6, 7, or 8 shall be leased or occupied by or conveyed to any other party for use as a discount department store which for the purposes of Tracts 3, 4, 5, 6, 7, and 8 only shall be defined as a discount department store in excess of 60,000 square feet, and nothing herein shall prohibit a warehouse club store on said Tracts.

Lowe's Companies, Inc. 3.2.2. So long as Lowe's or its affiliate is the user of Tract 2, as either an owner or lessee, and for a period not exceeding (2) years after Tract 2 is no longer used as a retail and/or warehouse home improvement center, lumber yard or building materials supply center (a "Lowe's Store") on Tract 2, no portion of the Tracts 1, 3, 4, 5, 6, 7, or 8 may be used for any of the following purposes:

- 3.2.2.1. A retail and/or warehouse home improvement center, lumber yard, building materials supply center, and other stores or centers similar to those operated by Lowe's such as Home Depot, Home Owner's Warehouse, Home Quarters, Hechinger's, Builders Square, 84 Lumber, Wickes, Hughes Lumber, McCoy's, Menards, Sears Hardware, Sutherlands, and Payless Cashways.
- 3.2.2.2. A hardware store containing more than 10,000 square feet of floor area.
- 3.2.2.3. A lawn and garden store containing more than 5,000 square feet of floor area.
- 3.2.2.4. A paint and/or décor center containing more than 5,000 square feet of floor area.

Provided, however, that nothing contained herein shall preclude the operation on the Tract 1 of a Sam's, Wal-Mart or Wal-Mart Supercenter under the tradenames "Sam's" or "Wal-Mart" or similar name, and as now operating or as may be operating in the future.

Tenants

Chipotle Mexican Grill, Inc. d/b/a Chipotle Mexican Grill

79. Landlord will not lease space in the Shopping Center to any other tenant which has sales of burritos in excess of 15% of that tenant's gross sales, which has sales of tacos in excess of 15% of that tenant's gross sales, or which has sales of wraps in excess of 15% of that tenant's gross sales. ...

GameStop, Inc. (Electronics Boutique merger) d/b/a GameStop

77.1. Landlord shall not ... lease or rent to, or permit occupancy by, space within the Shopping Center or any expansion space of the Shopping Center, any of the following tenants: Funco, Gamestop, Gameco, Babbage's or any similar tenant whose aggregate sales of video game platform hardware, software, accessories and gaming related items exceeds twenty-five percent (25%) of the gross sales generated from such tenant's space. ...

Bchounek, Inc. d/b/a BrewTop Pub and Patio

7.1. Nothing contained in this Lease is intended to (or shall) limit or restrict the Landlord and its affiliates, successors and/or assigns or any other tenant and their successors and/or assigns from engaging in one or more types of retail businesses, provided that, without Tenant's written consent, Landlord shall not permit any other "sports bar" in the Shopping Center ... For the purposes of this Lease, "sports bar" shall mean any bar or restaurant that (a) has more than four (4) televisions or the capability of displaying more than four (4) channels or programs at a time, (b) displays sports programming on such televisions, and (c) serves alcoholic beverages.

Tomsten, Inc. d/b/a Archiver's

60. ... Landlord will not lease any space in the Shopping Center "primarily" (defined below) for the sale of any or all of the following: picture frames, photo albums, scrapbooks, scrapbook supplies, decorative and specialty papers, rubber stamps or photograph storage and organizational products (collectively, the "Protected Items"); ...

For purposes of this Section, the term "primarily" shall mean that the area devoted to the sale of such Items (in the aggregate) exceeds the greater of (i) 10% of the Floor Area of such tenant's or occupant's premises, not to exceed 500 square feet of Floor Area, and (ii) 250 square feet of Floor Area. ...

Scrubs P.R.N., Inc. d/b/a Uniforms PRN

Rider R-2. ... Tenant has the exclusive right ("Tenant's Exclusive Right") in the Shopping Center to the use of the Premises for the following primary purposes: sale of medical scrubs outfits.

Tenant's Exclusive Right is subject to the following express limitations: ...

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. ...

Aspen Athletics of Kansas/Missouri, LLC d/b/a Aspen Athletic Club

Rider R-4. ... Landlord shall refrain from leasing other space in the Shopping Center for the following primary purposes: health and/or physical fitness club ("Tenant's Exclusive Right").

Tenant's Exclusive Right is subject to the following express limitations:

A. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. ...

S.W.S Inc. d/b/a Moonlight Hibachi

Rider R-2. ... Landlord shall refrain from leasing other space in the Shopping Center for the following primary purposes: a Japanese steakhouse and hibachi restaurant ("Landlord's Covenant").

Landlord's Covenant is subject to the following express limitations: ...

B. Landlord's Covenant shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. As used herein "primary" shall mean that more than fifty percent (50%) of such competing tenant's gross receipts are derived from such use. ...

Aspen S&S I, LLC d/b/a Aspen Salon & Spa

Rider R-1. ... Tenant has the exclusive right ("Tenant's Exclusive Right") in the Shopping Center to the use of the Premises for the following primary purposes: full-price studio-style hair cutting and styling services and esthetician and skin care services.

Tenant's Exclusive Right is subject to the following express limitations: ...

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. ...

Sampler Stores, Inc. d/b/a Rally House

Rider R-1. ... Landlord shall refrain from leasing other space in the Shopping Center for the following primary purposes: collegiate or professional team licensed sportswear ("Tenant's Exclusive Right").

Tenant's Exclusive Right is subject to the following express limitations: ...

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. As used herein, ancillary use shall mean any tenant or occupant who derives no more than fifteen (15%) of its total gross sales from the sale of the items comprising Tenant's Exclusive Right. ...

Hallmark Retail, Inc. (f/k/a Hallmark Specialty Retail Group) d/b/a Hallmark

10. (b) As used in this Lease, the term "Restricted Items" shall mean and include any of the following products: Christmas ornaments, greeting cards, gift wrap and/or party supplies. "Temporary Store" shall mean any store or business in the Shopping Center operated by a tenant, licensee or occupant under a lease, license or agreement (oral or written) having a term of less than one (1) year or any store or business which is not contemplated to remain open to the public for business for twelve (12) or more consecutive months. ... a "Use Restriction Violation" shall be deemed to exist upon the occurrence of either or both of the following events: (1) any tenant or occupant in the Shopping Center carries any Restricted Item; or (2) the Shopping Center contains a Temporary Store that sells any Restricted Item. ...

The Use Restriction shall not apply to the following tenants: ... (b) any tenant provided such sale of restricted items total in the aggregate less than twenty (20) lineal feet of Restricted Item(s) (each spinner rack containing an Restricted Item shall be equal to six (6) lineal feet); ...

Portrait Innovations, Inc. d/b/a Portrait Innovations

Rider R-1. ... Tenant has the exclusive right ("Tenant's Exclusive Right") in the Shopping Center to the use of the Premises for the following purpose: Portrait Studio.

Tenant's Exclusive Right is subject to the following express limitations: ...

B. Tenant's Exclusive Right shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. For the purposes of determining competing tenants, "primary business" shall be defined as making up at least 40% of tenant's sales; ...

**Shops at Boardwalk
(6022)
Prohibited Uses**

ECR Declaration (02.25.00)

3. Buildings in the Shopping Center [Tracts 1, 2, 3, 4, 5, 6, 7, 8, A and B] shall be used for commercial purposes of the type normally found in a retail shopping center, including, without limitation, financial institutions, service shops, offices, and retail stores. ...

3.1. Except on Tract 6, 7, or 8 no (i) theater, (ii) place of recreation or amusement, (iii) health club or spa (other than a day spa), (iv) center for medical procedures but not counseling or activities relating to abortion, birth control except the sale of prescription birth control or (vi) facility for the sale, rental, repair, storage or service of new or used cars (except that Wal-Mart may operate as Tire Lube Express or similar operation) and (except as provided in the foregoing) on all Tracts: no bowling alley, billiard parlor, night club, skating rink, flea market or barber college, swap shop, truck, motorcycles, trailers, mobile homes or recreational vehicles or other motor vehicles, adult type bookstore or other establishment selling or exhibiting pornographic materials, or paraphernalia for use with illicit drugs, massage parlor, topless bar, or club which provides striptease entertainment, no mortuary, mobile home or trailer court, labor camp, junkyard, or stockyard, land fill, garbage dump or for the dumping, disposing, incineration or reduction of garbage, off-track betting parlor, carnival, or amusement park, manufacturing, distillation, smelting, refining, industrial, agricultural, drilling, mining, or quarrying operation, center for medical procedures (except with regard to vision and the sale of eyeglasses, or eyewear), but not counseling or activities relating to abortion or euthanasia, birth control except the sale of prescription birth control, X-rated movie theatre or X-rated video shop shall occupy space within the Shopping Center with the written consent of the then owner of Tract 1, Tract 2, and Developer in each one's complete and absolute discretion.

Tenant

Hallmark Retail, Inc. (f/k/a Hallmark Specialty Retail Group) d/b/a Hallmark

10. (e) Landlord shall not lease, rent or otherwise permit the Shopping Center, or any future expansion or portions thereof, to be used or occupied for any of the Prohibited Uses set forth on Exhibit I.

Exhibit I The Shopping Center shall not be used in whole or in part for any of the following purposes:

- (a) Warehouse, or for any assembling, manufacturing (other than cooking, baking and other preparation of food products for sale), distilling, refining, smelting, agricultural (other than the sale of agricultural products and the preparation thereof for sale) or mining operations;
- (b) "Second-hand" thrift store whose principal business is selling discounted and used merchandise (other than an arcade, video, compact disc, novelty, entertainment or similar resale store) such as a salvation army type store, "goodwill" type store, or similar businesses;
- (c) Mobile home park, trailer court, labor camp, junk yard, or stock yard (except that this provision shall not prohibit the temporary use of construction trailers during any periods of construction, reconstruction or maintenance);
- (d) Dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors);
- (e) Fire, going out of business, relocation, bankruptcy or similar sales (unless pursuant to court order);
- (f) Central laundry, dry cleaning plant, or laundromat; provided, however, this restriction shall not apply to any dry cleaning facility providing on-site services oriented to pickup and delivery by the ultimate customer, including nominal supporting facilities, or to laundry facilities for any tenant or occupant of the Shopping Center for such tenant's or occupant's own towels, linens, and uniforms used in its premises;
- (g) Selling or leasing automobiles, trucks, trailers or recreational vehicles;
- (h) Any skating rink, bar, dance hall, video game room, night club, amusement gallery (unless any of the foregoing are part of a sit down restaurant or billiard entertainment complex that also provides food service and other ancillary amenities), or gymnasium;
- (i) Funeral home or mortuary;

- (j) "Adult only" store for the sale or rental of pornographic materials or other sexually explicit material (provided that this restriction shall not preclude the sale or rental of "X" rated or "NR" rated or similar materials as an incidental part of the operation of bookstores or other multi-media store);
- (k) Flea market;
- (l) Car wash; provided, however, a car wash shall be permitted as part of a service station/mini-mart operation;
- (m) Operation whose principal use is a massage parlor; provided this shall not prohibit massages in connection with a beauty salon or health club or athletic facility;
- (n) Living quarters, sleeping apartments or lodging rooms;
- (o) Tattoo parlor;
- (p) Church, school (other than cooking and other home economic classes conducted by any grocery store tenant or occupant of the Shopping Center), or related religious or educational facility; or
- (q) General office facility other than the office used for purposes of managing the Shopping Center, or any office used by a tenant so long as such office is incidental to such tenant's use of any portion of the Shopping Center.

RIDER

THIS RIDER IS ATTACHED TO AND IS MADE PART OF THAT CERTAIN SHOPPING CENTER
LEASE (THE "LEASE") DATED AS OF March 10, 2013, BY AND BETWEEN
RPAI KANSAS CITY, L.L.C. 2014
THE OWNER OF THE SHOPPING CENTER COMMONLY KNOWN AS
SHOPS AT BOARDWALK AND PREMIER LASER SPA OF KANSAS CITY LLC, AS TENANT

This Rider is dated and is effective the same date as the Lease. All capitalized terms, unless expressly defined herein, shall have the same meaning as in the Lease. In the event of a conflict between the terms of the Lease and those contained in this Rider, this Rider shall prevail.

R-1. CONSTRUCTION ALLOWANCE: Landlord will reimburse Tenant in the amount of up to Fifty Five Thousand Two Hundred Sixty and 00/100 Dollars (\$55,260.00) (the "Construction Allowance"), which amount shall be payable within forty-five (45) days after the date Tenant's work set forth in Section 1.6(B), Section 6.7 and Exhibit C-2 is completed in accordance with the terms of this Lease and Tenant has submitted to Landlord a written statement requesting such payment, provided that at the time of such request and scheduled payment:

- A. Tenant shall not be in default under any provision of this Lease;
- B. the Premises have been opened for business to the public in accordance with the requirements of this Lease for at least three (3) consecutive business days;
- C. Tenant shall have paid its full first month's Minimum Rent;
- D. Tenant shall have provided Landlord with one (1) copy of as-built drawings for the Tenant improvements made to the Premises;
- E. Tenant shall have received and provided to Landlord a copy of a certificate of occupancy for the Premises;
- F. Tenant certifies that the Shopping Center is free and clear of all mechanics' liens and other encumbrances relating to said Tenant's work and provides to Landlord waivers, affidavits, copies of paid invoices and releases of lien in form and substance satisfactory to Landlord covering said Tenant's work; and
- G. Landlord receives copies of final invoices evidencing that Tenant expended an amount equal to the Construction Allowance and original final notarized lien releases (covering the full amount of the Construction Allowance) from Tenant's general contractor, subcontractors and material suppliers for any labor or materials supplied.

Landlord shall not be obligated to pay to Tenant any Construction Allowance in excess of that expended by Tenant as evidenced by Tenant's paid receipts and invoices provided by Tenant hereunder.

Tenant acknowledges that its right to receive the Construction Allowance is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If for any reason this Lease terminates prior to the Termination Date, Tenant shall be required to promptly pay to Landlord, in addition to other charges that may be due, any unamortized portion of the Construction Allowance. In the event that Tenant fails to file a complete application for the Construction Allowance within one (1) year after the Commencement Date, Landlord shall have no obligation to pay the Construction Allowance.

R-2. LANDLORD'S COVENANT: Provided that Tenant has not committed an event of default and further provided that the following uses do not interfere with any exclusivity provisions or restrictive covenants of other tenants or

occupants in the Shopping Center or with the prohibitions set forth in Exhibit F attached to the Lease, and except for the rights of existing tenants and occupants of the Shopping Center and their permitted successors, sublessees and assigns under their existing leases or occupancy agreements for premises in the Shopping Center (which leases may be renewed, extended or replaced) and which permit such existing tenant or occupant and their permitted successors, sublessees and assigns to engage in any use which would otherwise be prohibited hereunder, Landlord covenants and agrees that during the Term, as such term may be extended pursuant to the provisions of the Lease, Landlord shall refrain from leasing other space in the Shopping Center for the following primary purposes: laser hair removal ("Landlord's Covenant").

Landlord's Covenant is subject to the following express limitations:

- A. Tenant acknowledges that the use clauses in the existing tenants' leases do not violate Landlord's Covenant.
- B. Landlord's Covenant shall only limit competing uses that are the primary business of competing tenants and shall not be construed as prohibiting ancillary uses of such competing tenants. As used herein "primary" shall mean that more than ten percent (10%) of such competing tenant's gross receipts are derived from such use.
- C. Landlord's Covenant shall only be effective so long as Tenant continuously operates a laser hair removal business in the entire Premises.
- D. Any lease of space for 10,000 square feet or more in the Shopping Center is excluded from the Landlord's Covenant set forth herein.
- E. Landlord's Covenant shall automatically terminate and be of no further force or effect upon the occurrence of an event of default by Tenant beyond applicable notice and cure periods.
- F. Landlord's Covenant automatically shall terminate and shall be of no further force or effect upon the sublease by Tenant of the Premises or any part thereof (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such a sublease, which may be withheld in Landlord's sole discretion), or the assignment of Tenant's interest under this Lease (unless otherwise agreed to by Landlord in writing at the time of Tenant's request for Landlord's consent to such an assignment, which may be withheld in Landlord's sole discretion).
- G. Landlord's Covenant automatically shall terminate and shall be of no further force or effect upon the failure of Tenant to timely or properly exercise its rights to renew the Term as provided in Section 3.1(B) of this Lease.

Anything to the contrary notwithstanding, Tenant shall have no remedy for a violation of Landlord's Covenant including, but not limited to, any right of offset, rent reduction or Lease termination if another tenant or occupant in the Shopping Center violates a provision of its lease or license agreement regarding its premises, which provision either does not permit or specifically prohibits a use that violates Landlord's Covenant.

In the event Landlord breaches Landlord's Covenant as set forth herein, Tenant shall have the right, as its sole remedy, to pay fifty percent (50%) of Minimum Rent then due in lieu of full Minimum Rent while such breach continues. In the event the breach continues for twelve (12) months, Tenant shall, by written notice to Landlord within thirty (30) days after the end of said twelve (12) month period, either (i) terminate this Lease, such termination to be effective sixty (60) days following Tenant's notice, or (ii) resume payment of full Minimum Rent. Tenant's failure to deliver notice shall be deemed to be Tenant's election to resume payment of full Minimum Rent.

R-3. RENT ABATEMENT: No Minimum Rent shall be due commencing on the Rent Commencement Date and continuing for a period of four (4) months thereafter (collectively, the "Abatement Months"). Notwithstanding the foregoing, Tenant shall remain obligated to pay Tenant's Proportionate Share of Common Area Expenses, Real Estate Taxes and Insurance beginning on the Additional Rent Commencement Date. The entire Minimum Rent otherwise due and payable during the Abatement Months shall become immediately due and payable upon the occurrence of an event of default by Tenant under this Lease.

R-4. CONTINGENT ENFORCEABILITY: The parties hereto acknowledge and confirm that this Lease and the commencement and enforceability of all of its terms and conditions are contingent upon the Landlord's review of the Shopping Center's current tenants' exclusive uses and restrictive use terms provisions, as well as any exclusive uses and restrictive use terms provisions contained in any documents recorded against the Shopping Center or any part thereof, and Landlord's determination that the uses permitted of Tenant pursuant to the terms of this Lease do not violate the terms or the spirit of such provisions or Landlord has obtained a waiver of any such rights by existing tenants or parties to such recorded documents. Upon notice by Landlord to Tenant that this contingency cannot be satisfied, this Lease shall automatically terminate and any rent paid in advance by Tenant shall be promptly returned to Tenant, and the parties shall thereupon have no further liability or obligations to the other under this Lease or otherwise with respect to the Premises.

If the terms and conditions of this Rider conflict in any way with the terms and conditions of the Lease to which this Rider is attached, the terms and conditions of this Rider shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Rider as of the day and year first above written.

TENANT:

Premier Laser Spa of Kansas City LLC,
a Missouri limited liability company

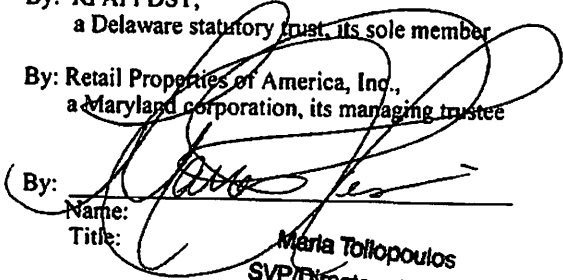
By: 
Name: Michael Linehan
Title: Manager

LANDLORD:

RPAI Kansas City, L.L.C.,
a Delaware limited liability company

By: RPAI I DST,
a Delaware statutory trust, its sole member

By: Retail Properties of America, Inc.,
a Maryland corporation, its managing trustee

By: 
Name: Maria Toliopoulos
Title: SVP/Director - Leasing

Lease Unpaid Charges

Tenant: (BK)(EV)(L) Premier Laser Spa(648prem)

Date	Description	Charge	Payment	Net Due
1/1/2019	Insurance Estimate (01/2019):Revised by ctrl# 1123408	45.29	0.00	45.29
1/1/2019	CAM, Tax, Ins Estimate (01/2019):Revised by ctrl# 1123411	2,289.51	0.00	2,289.51
1/1/2019	Rent (01/2019)	4,146.80	0.00	4,146.80
1/1/2019	Trash Impound (01/2019):Revised by ctrl# 1110578	51.00	0.00	51.00
1/1/2019	Water Impound (01/2019):Revised by ctrl# 1110576	23.00	0.00	23.00
1/11/2019	Late Fee 1/2019 \$6,555.60*10%	655.56	0.00	655.56
1/11/2019	Interest Fee 1/2019 \$6,555.60*9%/365*10 days 1/1-1/11	16.16	0.00	16.16
1/16/2019	Interest Fee 1/2019 \$6,555.60*9%/365*4 days 1/12-1/16	6.47	0.00	6.47
1/24/2019	Kuckelman Torline Kirkland Inc. Invoice # 4055 - \$1138.59 Estimated Fees posted 12/20/2018 Legal fees	390.44	0.00	390.44
2/1/2019	Insurance Estimate (02/2019):Revised by ctrl# 1123409	45.29	0.00	45.29
2/1/2019	CAM, Tax, Ins Estimate (02/2019):Revised by ctrl# 1123412	2,289.51	0.00	2,289.51
2/1/2019	Rent (02/2019)	4,146.80	0.00	4,146.80
2/1/2019	Trash Impound (02/2019):Revised by ctrl# 1110579	51.00	0.00	51.00
2/1/2019	Water Impound (02/2019):Revised by ctrl# 1110577	23.00	0.00	23.00
2/1/2019	Reversed Water Impound (01/2019):Revises charge ctrl# 1102731	-23.00	0.00	-23.00
2/1/2019	Reversed Water Impound (02/2019):Revises charge ctrl# 1102755	-23.00	0.00	-23.00
2/1/2019	Reversed Trash Impound (01/2019):Revises charge ctrl# 1102730	-51.00	0.00	-51.00
2/1/2019	Reversed Trash Impound (02/2019):Revises charge ctrl# 1102754	-51.00	0.00	-51.00
2/12/2019	CAM/INS Reconciliation (01/2018 - 12/2018)	110.95	0.00	110.95
2/12/2019	NNN Reconciliation (01/2018 - 12/2018)	-2,398.82	0.00	-2,398.82
2/12/2019	2018 Utility Impound Reconciliation	-1.79	0.00	-1.79
2/12/2019	2018 Trash Reconciliation	87.46	0.00	87.46
2/19/2019	Spire - Billing period: 12/27/18-1/14/19	170.76	0.00	170.76
2/22/2019	12/27/18-1/14/19 Gas - Spire	170.76	0.00	170.76
2/22/2019	All Care Sweeping, LLC Invoice #59482 - (Re-keyed suite)	185.00	0.00	185.00
2/22/2019	1/15/18-2/12/18 Gas - Spire	257.33	0.00	257.33
				12,613.48

Exhibit

B

Eastern District of Michigan Claims Register

[19-42510-pjs Body Contour Ventures, LLC](#)

Judge: Phillip J Shefferly **Chapter:** 11
Office: Detroit **Last Date to file claims:** 07/01/2019
Trustee: **Last Date to file (Govt):** 09/30/2019

Creditor: (26030350) Boardwalk 15A, LLC Timothy Swanson 1400 16th Street, Suite 600 Denver, CO 80202	Claim No: 109 <i>Original Filed Date:</i> 06/28/2019 <i>Original Entered Date:</i> 06/28/2019	Status: <i>Filed by:</i> CR <i>Entered by:</i> AGS <i>Modified:</i>
Amount claimed: \$12613.48		

History:
[Details](#) [109-1](#) 06/28/2019 Claim #109 filed by Boardwalk 15A, LLC, Amount claimed: \$12613.48 (AGS)

Description:

Remarks:

Claims Register Summary

Case Name: Body Contour Ventures, LLC
Case Number: 19-42510-pjs
Chapter: 11
Date Filed: 02/22/2019
Total Number Of Claims: 1

Total Amount Claimed*	\$12613.48
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		