UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION	**PROOF OF CLAIM**
Name of Debtor: ORECK HOMECARE, LLC	Case Number: 13-04012

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
JARDEL CO., INC.

Name and address where notices should be sent:
c/o Jeffrey Kurtzman, Esquire
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19103

RECEIVED
JUN 19 2013
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court, you do not need to file again.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (215) 569-4493 email: jkurtzma@klehr.com

Name and address where **payment** should be sent (if different from above):

Payment Telephone Number ( ) email:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box to indicate that this claim amends a previously filed claim.
Court Claim Number (if known): _____
Filed on: _____

1. AMOUNT OF CLAIM AS OF DATE CASE FILED $ 1,005.24

If all or part of your claim is secured, complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: Lease obligations
(See Instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:	**3a. Debtor may have scheduled account as:** (See Instruction #3a)	**3b. Uniform Claim Identifier (optional):** (See Instruction #3b)

4. SECURED CLAIM: (See Instruction #4)

Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: $ _____

Nature of property or right of setoff:
Describe:

☐ Real Estate ☐ Motor Vehicle ☐ Other _____

Basis for Perfection: _____

Amount of Secured Claim: $ _____

Value of Property: $ _____

Amount Unsecured: $ _____

Annual Interest Rate: _____ % ☐ Fixed or ☐ Variable
(when case was filed)

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

Amount entitled to priority: $ _____

You MUST specify the priority of the claim:

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

☐ Up to $2,775* 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 $12,475*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, 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 applicable paragraph of 11 U.S.C. § 507(a) (____).

*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See Instruction #6)

Oreck POC
12-00018

7. **DOCUMENTS:** *Attached are redacted copies of documents that support the claim,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See Instruction #7, and definition of "redacted").

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

BY MAIL TO:
U.S. Bankruptcy Court
Middle District of Tennessee
Nashville Division
Court Clerk's Office
701 Broadway, Room 170
Nashville, Tennessee 37203

BY MESSENGER OR OVERNIGHT DELIVERY TO:
U.S. Bankruptcy Court
Middle District of Tennessee
Nashville Division
Court Clerk's Office
701 Broadway, Room 170
Nashville, Tennessee 37203

8. **SIGNATURE:** (See Instruction #8)

Check the appropriate box.

☐ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: JARDEL CO., INC. By: CHRISTOPHER B. ROBBINS
Title: PRESIDENT
Company: JARTOWN CO., INC.

Address and telephone number (if different from notice address above):
555 City Avenue, Suite 1130
Bala Cynwyd, PA 19004

Telephone number: (610) 668-6271 email:

(Signature) 6/12/13 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

LIST OF DEBTORS:

Debtor Name	Case Number
ORECK CORPORATION	3:13-bk-04006
ASP ORECK, INC.	3:13-bk-04008
ORECK DIRECT, LLC	3:13-bk-04009
ORECK HOLDINGS, LLC	3:13-bk-04010
ORECK HOMECARE, LLC	3:13-bk-04012
ORECK MANUFACTURING CO.	3:13-bk-04013
ORECK MERCHANDISING, LLC	3:13-bk-04015
ORECK SALES, LLC	3:13-bk-04016
VECTEUR, LLC	3:13-bk-04017

Detailed Aged Receivable

Cut-off Date: 06/05/2013

Based Upon: Accounting Date

Property: p21 Jardel Co., Inc.

Unit	Charge Date	Charge Type	Description	Current Balance	Future Activity	Current 0-30 Days	Over 30 Days	Over 60 Days	Over 90 Days	Over 120 Days
Tenant: oreckp21 Oreck Floor Care										
Lease: p21-oreckp21(0)				Last Payment Date:	06/03/2013	Check No.:	405801	Amount:	5,694.18	
0008	02/06/2013	RETPT	R/E Tax P/T Pymt.	9.30-					9.30-	
	02/28/2013	UNBILLSP	Unbilled Sprinkler Charge	31.91					31.91	
	04/03/2013	UNBILLSP	Unbilled Sprinkler Charge	15.95				15.95		
	04/23/2013	UNBILLSP	Unbilled Sprinkler Charge	15.95			15.95			
	05/01/2013	CAMESC	CAM Escrow Charge	234.88			234.88			
	05/01/2013	MADUES	M/A Dues Charge	29.17	*		29.17			
	05/01/2013	MINRENT	Minimum Rent Charge	4,375.00			4,375.00			
	05/01/2013	RETESC	R/E Tax Escrow Charge	111.96			111.96			
	05/03/2013		Open Credit	22.60-			22.60-			
	05/03/2013	UNBILLWS	Unbilled Water/Sewer Charge	17.96	**		17.96			
	05/23/2013	UNBILLSP	Unbilled Sprinkler Charge	15.95	***	15.95				
	06/01/2013	CAMESC	CAM Escrow Charge	234.88		234.88				
	06/01/2013	MADUES	M/A Dues Charge	29.17		29.17				
	06/01/2013	MINRENT	Minimum Rent Charge	4,375.00		4,375.00				
	06/01/2013	RETESC	R/E Tax Escrow Charge	111.96		111.96				
			Unit 0008 Totals:	9,567.84	.00	4,766.96	4,762.32	15.95	22.61	.00
			Lease p21-oreckp21(0) Totals:	9,567.84	.00	4,766.96	4,762.32	15.95	22.61	.00
			Tenant oreckp21 Totals:	9,567.84	.00	4,766.96	4,762.32	15.95	22.61	.00
			Property p21 Totals:	9,567.84	.00	4,766.96	4,762.32	15.95	22.61	.00

* 5/1 - 5/6 9.30
** 4/1 - 5/6 7.18
*** 4/4 - 6/3 15.95

UP TO + INCLUDING 5/6/13

$1,005.84

POST 5/6/13

$8,562.60

Case 3:13-bk-04012 Claim 18-1 Filed 06/14/13 Desc Main Document Page 3 of 53

LEASE AGREEMENT

BETWEEN

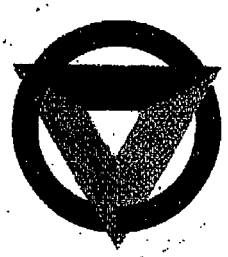
Jardel Co., Inc.

Landlord

AND

Oreck HomeCare, L.L.C.
A Delaware limited liability company

Tenant



INDENTURE OF LEASE

THIS INDENTURE OF LEASE is made on the 15th day of June, 2001, by and between **Jardel Co., Inc.** (hereinafter called "Landlord"), and **Oreck HomeCare, L.L.C. d/b/a Oreck Floor Care Centers, a Delaware limited liability company** (hereinafter called "Tenant"), each having the following notice addresses for purposes of this Lease:

Landlord: **Jardel Co., Inc.**
555 East City Line Avenue
Suite 1130
Bala Cynwyd, PA 19004

Tenant: **Oreck HomeCare, L.L.C.**
100 Plantation Road
New Orleans, LA 70123

Background

A. Landlord is the owner of a shopping center known as **Price's Corner Shopping Center** and located at **Kirkwood Highway and Centerville Highway (Rt. 141), Wilmington, DE 19808** (the "Center" or "Shopping Center").

B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord **identified as A-104, known as 3204 Kirkwood Highway**, comprising approximately 1000 square feet, and shown on the plan as Space #2 attached hereto as Exhibit A (the "premises", "leased premises" or "demised premises"), with a frontage of 20 feet and a depth of 50 feet.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. LEASED PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the premises referenced above and shown on the plan attached hereto as Exhibit A (the dimensions of the premises are measured from the outside building lines of each wall of the premises or, in the case of those walls separating the premises from other stores in the Center, from the center lines of such walls, and without deduction for columns, stairs, elevators or any interior construction or equipment), together with the right to the non-exclusive use, in common with others entitled to use same, of all automobile parking areas, driveways, malls, courts, corridors and footways, loading facilities and other facilities as may be designated by Landlord on Exhibit A, subject however to the terms and conditions of this Indenture of Lease and the Lease Agreement attached hereto and made a part hereof (hereinafter collectively referred to as the "Lease"), and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. The actual total area of the premises, when fully constructed, shall be determined by Landlord's architect or engineer, and said determination shall be final. In the event the actual total area of the premises, as so determined, shall be different from the total area set forth above, the actual total area shall be substituted for the area above stated for all purposes under this Lease, and the fixed minimum rent, Percentage Rent Gross Sales Base and Promotional Charge shall for all purposes herein be those amounts which bear the same relationship, respectively, to the fixed minimum rent, Percentage Rent Gross Sales Base and Promotional Charge herein stated that the actual "as built" area of the premises bears to the area of the premises set forth above.

II. LENGTH OF TERM. The term of this Lease shall be for **Five (5)** years, plus the period, if any, between the Commencement Date (as hereinafter defined), if it falls on a day other than the first day of a month, and the first day of the next month. Upon Landlord's request, Tenant shall execute and deliver to Landlord an agreement confirming the commencement and expiration dates of the term of this Lease, in the form attached hereto as Exhibit B and made a part hereof. Tenant's failure to execute Exhibit B within ~~thirty (30)~~ **sixty (60)** days after said request shall be conclusively deemed an acceptance of the terms of Exhibit B, ~~and Landlord shall thereupon be regarded as the irrevocable attorney-in-fact of Tenant, duly authorized to execute and deliver Exhibit B for and on behalf of Tenant. Said power of attorney shall be coupled with an interest.~~

III. COMMENCEMENT DATE. The term of this Lease and Tenant's obligation to pay rent and use and occupy the premises in accordance with the terms hereof shall commence on the earlier of (i) the date when Tenant shall open all or part of the premises for business, or (ii) the date which is ninety (90) days after Landlord notifies Tenant by written notice that the premises are ready for the commencement of Tenant's Work, as defined in Section 4.2 of the Lease Agreement, the earlier of said dates being herein sometimes referred to as the "Commencement Date".

IV. FIXED MINIMUM RENT. ~~Subject to the adjustment set forth in Section 3.2 of the Lease Agreement,~~ Tenant shall pay to Landlord, in accordance with the terms and conditions of this Lease (including, without limitation, Article III of the Lease Agreement), a guaranteed annual minimum rent ("fixed minimum rent"), as follows:

	Period	*Total Fixed Minimum Rent*	*Rent P.S.F.*
(i)	**Commencement Date through the end of the twelfth (12th) month of the term**	**$25,000.0**	**$25.00**

	Period	Total Fixed Minimum Rent	Rent P.S.F.
(ii)	The beginning of the thirteenth (13th) month of the term through the end of the twenty-fourth (24th) month of the term.	$25,500.00	$25.50
(iii)	The beginning of the twenty-fifth (25th) month of the term through the end of the thirty-sixth (36th) month of the term.	$26,000.00	$26.00
(iv)	The beginning of the thirty-seventh (37th) month of the term through the end of the forty-eighth (48th) month of the term.	$26,500.00	$26.50
(v)	The beginning of the forty-ninth (49th) month of the term through the end of the sixtieth (60th) month of the term.	$27,000.00	$27.00

V. ~~PERCENTAGE RENT. In addition to the payment of fixed minimum rent as hereinbefore provided, Tenant shall pay to Landlord for each lease year, in accordance with Section 3.3 of the Lease Agreement, as percentage rent, a sum equivalent to six (6%) percent ("percentage rent rate") of the amount by which gross sales (as defined in Section 3.3 of the Lease Agreement) during such lease year exceeds the applicable Percentage Rent Gross Sales Base. The Percentage Rent Gross Sales Base shall be as follows:~~

VI. TENANT'S SHARE OF TAXES. In accordance with Article VI of the Lease Agreement, Tenant shall pay to Landlord, Tenant's share of any taxes. Landlord has estimated that Tenant's share of taxes for the current Tax Year will be **$39.17** per month **($.47 multiplied by the square footage of the premises).**

VII. TENANT'S SHARE OF OPERATING COSTS. In accordance with Article V of the Lease Agreement, Tenant shall pay to Landlord, Tenant's share of Operating Costs. Landlord has estimated that Tenant's share of Operating Costs for the current Accounting Period will be **$95.83** per month **($.1.15 multiplied by the square footage of the premises).**

VIII. PROMOTIONAL FUND. In accordance with Section 10.1 of the Lease Agreement, for each lease year during the term hereof, Tenant shall pay to Landlord a Promotional Charge (as defined in Section 10.2 of the Lease Agreement) in an annual amount equal to **$200.00 Dollars or $16.67** per month ($.20 multiplied by the square footage of the premises).

IX. USE OF PREMISES. **Tenant shall occupy and use the premises for the operation of a retail Oreck Floor Care Center, selling a complete line of Oreck brand vacuum cleaners, floor polishing equipment, air purifiers, water purifiers and related products and accessories. Tenant may offer, on an incidental basis, on premises repair services for all makes of floor maintenance equipment and for no other purpose.**

X. TRADE NAME. Tenant shall operate its business at the premises under the trade name **"Oreck Floor Care Centers." Tenant hereby reserves the right to change its trade name and operate its business under its new trade name, so long as said new trade name is used by the majority of Tenant's stores in the Wilmington area.**

XI. EXCLUSIVE. **Except for tenants in the Center as of the date hereof or their successors or assigns, so long as the Tenant is Oreck HomeCare, L.L.C. and Tenant is open and continuously operating in the premises, Landlord will not lease another space in the Center primarily for the sale and service of vacuum cleaners.**

XII. SHOPPING CENTER HOURS OF OPERATION. ~~The present hours of operation of the Center during which Tenant must have the premises open for business with the public (subject to adjustment by Landlord as set forth in Section 2.3 of the Lease Agreement) are as follows:~~

Tenant shall be open and operate the premises with due diligence and efficiency, on the following days and hours so long as the majority of other non-anchor tenants in the Center are similarly obligated to be open for business.

Monday through Friday:	10:00 a.m. to 6:00 p.m.
Saturday:	10:00 a.m. to 6:00 p.m.
~~Sunday:~~	~~12:00 noon to 5:00 p.m.~~

Tenant shall not be required to open on the following holidays: Christmas Day, New Year's Day, Memorial

Day, July 4th, Labor Day, Thanksgiving Day and Easter.

XIII. ~~SECURITY DEPOSIT. Tenant, contemporaneously with the execution of this Indenture of Lease, has deposited with Landlord the sum of _____ Dollars ($_____), the receipt of which is hereby acknowledged by Landlord, which deposit is to be held as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the term hereof, subject to Section 3.5 of the Lease Agreement.~~ INTENTIONALLY DELETED.

XIV. LEASE DOCUMENTS. In addition to this Indenture of Lease and the attached Lease Agreement, the following are attached to the Lease and are incorporated in and made part of the Lease:

Exhibits A through J

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

TENANT:
Oreck HomeCare, L.L.C.

Attest: _____
Name Printed: Jacquie McDaniel
Title: Counsel

By: _____
Name Printed: Stanley W. Reeves
Title: Asst. Secretary

LANDLORD:
Jurdel Co., Inc.

Attest: _____
Arthur W. Forte
Vice President

By: _____
Christopher B. Robbins
Vice President

JARMAN LTD., LEGAL
BY _____
DATE 6/15/01
REVIEWED AND APPROVED

INDEX TO LEASE AGREEMENT

		Page
ARTICLE I		
	TERM	1
SECTION 1.1	Confirmation of the Term	1
SECTION 1.2	Period Prior to Commencement Date	1
SECTION 1.3	Inability to Deliver Possession	1
SECTION 1.4	Failure of Tenant to Open and to Operate	1
SECTION 1.5	Option to Renew	1
ARTICLE II		
	CONDUCT OF BUSINESS BY TENANT	2
SECTION 2.1	Use of Premises	2
SECTION 2.2	Tenant Obligations	3
SECTION 2.3	Hours of Operation	3
SECTION 2.4	Other Business	3
SECTION 2.5	Injurious Acts	3
SECTION 2.6	Licenses, Permits and Certificates of Occupancy	3
SECTION 2.7	Rules and Regulations	3
ARTICLE III		
	FIXED MINIMUM RENT; PERCENTAGE RENT	3
SECTION 3.1	Fixed Minimum Rent	3
SECTION 3.2	Adjustment of Fixed Minimum Rent	3
SECTION 3.3	Percentage Rent	4
SECTION 3.4	Time and Place of Payment; Late Charges	5
ARTICLE IV		
	CONSTRUCTION OF PREMISES; CHANGES TO CENTER	5
SECTION 4.1	Construction by Landlord	5
SECTION 4.2	Tenant's Improvements	6
SECTION 4.3	Roof, Walls, Changes and Additions to Center	6
SECTION 4.4	Condition of Premises	6
SECTION 4.5	Relocation of Premises	6
ARTICLE V		
	COMMON AREAS; OPERATING COSTS	7
SECTION 5.1	Control of Common Areas	7
SECTION 5.2	Operating Costs	7
SECTION 5.3	Payments on Account of Operating Costs	8
SECTION 5.4	Landlord's Statement of Operating Costs	8
SECTION 5.5	Payment of Balance of Operating Costs	8
SECTION 5.6	Accounting Period; Prorations of Operating Costs	8
ARTICLE VI		
	TAXES	8
SECTION 6.1	Definition of Taxes	8
SECTION 6.2	Tax Rent; Payments on Account of Tax Rent	8
SECTION 6.3	Payment of Balance of Tax Rent	9
SECTION 6.4	Tax Year; Proration of Tax Rent	9
SECTION 6.5	Additional Taxes	9
SECTION 6.6	Taxes on Leasehold	9
ARTICLE VII		
	UTILITIES	9
SECTION 7.1	Utilities	9
SECTION 7.2	Application for Utilities	9
ARTICLE VIII		
	REPAIRS AND ALTERATIONS	9
SECTION 8.1	Landlord's Repairs	9
SECTION 8.2	Tenant's Repairs	10
SECTION 8.3	Tenant's Right to Make Alterations	10
SECTION 8.4	Contractors and Labor	10
ARTICLE IX		
	MECHANICS LIENS	10
SECTION 9.1	Tenant Shall Discharge All Liens	10
ARTICLE X		
	PROMOTION OF CENTER	11
SECTION 10.1	Promotional Charge	11

SECTION 10.2 Promotional Fund 11
SECTION 10.3 Merchants' Association 11
SECTION 10.4 Advertising 11

ARTICLE XI

SIGNS 11

SECTION 11.1 Landlord's Approval 11
SECTION 11.2 Permits 12
SECTION 11.3 Maintenance and Removal 12

ARTICLE XII

INSPECTION OF PREMISES AND ACCESS THERETO 12

SECTION 12.1 Inspection of Premises; Repairs 12
SECTION 12.2 Displaying "For Sale" and "For Rent" Signs 12

ARTICLE XIII

INDEMNIFICATION 12

SECTION 13.1 Indemnification 12
SECTION 13.2 Occupancy at Tenant's Risk 12
SECTION 13.3 Release of Liability 12
SECTION 13.4 Litigation Involving Landlord 12

ARTICLE XIV

INSURANCE 13

SECTION 14.1 Required Coverages 13
SECTION 14.2 Designated Insureds; Endorsements; Evidence of Insurance 13
SECTION 14.3 Subrogation 13
SECTION 14.4 No Injurious Acts 13
SECTION 14.5 Failure to Maintain Required Coverage 14

ARTICLE XV

TRADE FIXTURES 14

SECTION 15.1 Title to Property and Removal 14
SECTION 15.2 Failure to Remove 14

ARTICLE XVI

ASSIGNMENT AND SUBLETTING 14

SECTION 16.1 Landlord's Consent 14
SECTION 16.2 Transfers of Corporate and Partnership Interests 14

ARTICLE XVII

SUBORDINATION AND ATTORNMENT 15

SECTION 17.1 Mortgages 15
SECTION 17.2 Center Agreements 15
SECTION 17.3 Execution of Documents 15

ARTICLE XVIII

LANDLORD'S FINANCING 15

SECTION 18.1 Landlord's Financing 15

ARTICLE XIX

SURRENDER AND HOLDOVER 15

SECTION 19.1 Tenant's Obligation to Surrender Premises 15
SECTION 19.2 Consensual Holdover 15
SECTION 19.3 Tenant's Liability for Failure to Surrender 15

ARTICLE XX

DAMAGE OR DESTRUCTION OF PREMISES 16

SECTION 20.1 Total or Partial Destruction 16
SECTION 20.2 Partial Destruction of Center 16
SECTION 20.3 Notice by Tenant 16

ARTICLE XXI

EMINENT DOMAIN 16

SECTION 21.1 Total Condemnation 16
SECTION 21.2 Partial Condemnation 16
SECTION 21.3 Partial Condemnation of Center 17
SECTION 21.4 Landlord's Damages 17
SECTION 21.5 Tenant's Damages 17

ARTICLE XXII

	TENANT'S DEFAULT	17
SECTION 22.1	Events of Default	17
ARTICLE XXIII		
	REMEDIES OF LANDLORD UPON TENANT'S DEFAULT	18
SECTION 23.1	Right to Re-Enter	18
SECTION 23.2	Right to Relet; Damages for Breach	18
SECTION 23.3	Right to Terminate	18
SECTION 23.4	Additional Remedies	18
SECTION 23.5	Acceleration of Rent	19
SECTION 23.6	Confession of Judgment	19
SECTION 23.7	Finality of Judgment	20
SECTION 23.8	Default Prior to Possession	20
SECTION 23.9	Waivers	20
SECTION 23.10	Recovery of Legal Expenses	20
SECTION 23.11	Injunctive Relief; All Remedies Cumulative	20
SECTION 23.12	No Designation of Credits	21
SECTION 23.13	Security Interest	21
ARTICLE XXIV		
	FORCE MAJEURE	21
SECTION 24.1	Delay or Non-Performance Excused	21
ARTICLE XXV		
	ESTOPPEL STATEMENT; FINANCIAL STATEMENTS	21
SECTION 25.1	Estoppel Statement	21
SECTION 25.2	Financial Statements	21
ARTICLE XXVI		
	NOTICES	21
SECTION 26.1	Manner and Place of Service	21
ARTICLE XXVII		
	BROKERS	22
SECTION 27.1	Tenant's Warranty	22
ARTICLE XXVIII		
	ENVIRONMENTAL CONSIDERATIONS	22
SECTION 28.1	Environmental Considerations	22
ARTICLE XXIX		
	MISCELLANEOUS	24
SECTION 29.1	Binding Effect	24
SECTION 29.2	Quiet Enjoyment	24
SECTION 29.3	Waiver	24
SECTION 29.4	Custom and Usage	24
SECTION 29.5	Accord and Satisfaction	24
SECTION 29.6	Performance of Tenant's Obligations	24
SECTION 29.7	Entire Agreement	24
SECTION 29.8	No Partnership	25
SECTION 29.9	Captions and Index	25
SECTION 29.10	Tenant Defined; Use of Pronoun	25
SECTION 29.11	Negation of Personal Liability	25
SECTION 29.12	Partial Invalidity; Separate Covenants	25
SECTION 29.13	Recording	25
SECTION 29.14	Controlling Law	25
SECTION 29.15	Construction	25
SECTION 29.16	Waiver of Jury Trial	25
SECTION 29.17	Submission of Lease to Tenant	25
SECTION 29.18	Attorney Fees	25
EXHIBIT A	SITE PLAN	
EXHIBIT A-1	LEGEND TO EXHIBIT A	
EXHIBIT B	AGREEMENT RE: COMMENCEMENT AND EXPIRATION DATE	
EXHIBIT C	ADDITIONAL USE RESTRICTIONS	
EXHIBIT D	RULES AND REGULATIONS	
EXHIBIT E	DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK	
EXHIBIT E-1	CONSTRUCTION STANDARDS	
EXHIBIT F	UTILITIES	
EXHIBIT G	MERCHANTS' ASSOCIATION	
EXHIBIT H	TENANT SIGN CRITERIA	

EXHIBIT I		PROSPECTIVE TENANTS' ENVIRONMENTAL QUESTIONNAIRE
EXHIBIT J		TENANT REMODELING

LEASE AGREEMENT

ARTICLE I
TERM

SECTION 1.1 Confirmation of the Term. The term of this Lease shall commence on the Commencement Date, as defined in the Indenture of Lease. This Lease and the tenancy hereby created shall terminate at the end of the term without the necessity of any notice from either Landlord or Tenant to terminate the same. The words "term of this Lease" and "term hereof" shall be deemed to mean the period from the Commencement Date to the stated expiration date of this Lease and all renewals and extensions hereof, if any. The words "original term of this Lease" or "initial term of this Lease" shall be deemed to mean the period from the Commencement Date to the stated expiration date of this Lease, excluding any renewals and extensions thereof.

SECTION 1.2 Period Prior to Commencement Date. During the period prior to the Commencement Date, all of the terms, covenants and conditions hereof shall be in full force and effect, but Tenant's obligation to pay fixed minimum rent, ~~percentage rent~~, Tax Rent, Promotional Charge and Tenant's share of Operating Costs hereunder shall be abated until the Commencement Date.

SECTION 1.3 Inability to Deliver Possession. If Landlord is unable to deliver to Tenant possession of the premises, as herein provided, by reason of any cause beyond the control of Landlord, including, without limitation, the holding over of a prior tenant, Landlord shall have no liability to Tenant therefor, and during the period that Landlord is unable to deliver possession, all rights and remedies of both parties hereunder shall be suspended. ~~If Landlord is unable for any reason to deliver possession of the premises within two (2) years after the date of this Lease, Tenant, as Tenant's sole and exclusive remedy, shall either accept possession at such time as Landlord is able to deliver possession or terminate this Lease, in which latter event all of Tenant's prepaid fixed minimum rent and Advanced Rents shall be returned to Tenant, without interest, this Lease shall become null and void and neither Landlord nor Tenant shall have any further liabilities or obligations hereunder.~~

SECTION 1.4 Failure of Tenant to Open and to Operate. Tenant agrees that upon receiving possession of the premises from Landlord, Tenant shall with due diligence proceed to install such 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. Tenant shall open the premises for the conduct of its business fully fixtured, stocked and ~~staffed on the Commencement Date~~, shall thereafter continuously operate its business in accordance with the terms of this Lease and shall not vacate the premises prior to the expiration of the term hereof. If Tenant does not open the premises for the conduct of its business fully fixtured, stocked and staffed, ~~on the Commencement Date~~ and/or if Tenant thereafter fails to continuously operate its business in accordance with the terms of this Lease or vacates the premises prior to the expiration of the term hereof, Landlord, in addition to all other remedies hereunder, shall have the option of terminating this Lease by giving Tenant thirty (30) days written notice of such termination, whereupon this Lease shall be terminated. ~~, and Landlord shall have the option to demand and receive from Tenant, as liquidated damages and not as a penalty, in addition to the minimum rent and all other charges which are due hereunder, additional rent at the rate of one thirtieth sixtieth (1/30 1/60th) of the monthly installment of fixed minimum rent for each day that Tenant shall have failed to so open or operate its business.~~

SECTION 1.5 Option to Renew. Provided that Tenant ~~has~~ is not been in default under this Lease after notice and opportunity to cure in accordance with the Lease, Tenant shall have the option(s) to extend the term of this Lease for One (1) additional term of Five years, upon the same terms and conditions set forth in this Lease for the Five (5) year term, except that the fixed minimum rent shall be adjusted as hereinafter set forth and there shall be no further options to extend the term of this Lease. In the event Tenant elects to extend the term of this Lease in accordance with this paragraph, Tenant shall, at Tenant's sole expense, within three (3) months following the exercise of such option(s), comply with the requirements set forth on Exhibit J hereto.

In the event that Tenant decides to exercise the option for the first additional term, Tenant shall do so by giving written notice thereof to Landlord at least One hundred and eighty (180) days prior to the expiration of the initial Five (5) year term of this Lease. ~~In the event that Tenant decides to exercise the option for the second additional term, Tenant shall do so by giving written notice thereof to Landlord at least _____ (___) days prior to the expiration of the first additional term. Tenant may not exercise its option for the second additional term unless Tenant has exercised its option for the first additional term.~~

Additional Term

	Period	Total Fixed Minimum Rent	Rent P.S.F.
(i)	The beginning of the first (1st) month of the additional term through the end of the twelfth (12th) month of the additional term	$27,500.00	$27.50
(ii)	The beginning of the thirteenth(13th) month of the additional term through the end of the twenty-fourth (24th) month of the additional term.	$28,000.00	$28.00

	Period	Total Fixed Minimum Rent	Rent P.S.F.
(iii)	The beginning of the twenty-fifth (25th) month of the additional term through the end of the thirty-sixth (36th) month of the additional term.	$28,500.00	$28.50
(iv)	The beginning of the thirty-seventh (37th) month of the additional term through the end of the forty-eighth (48th) month of the additional term.	$29,000.00	$29.00
(v)	The beginning of the forty-ninth (49th) month of the additional term through the end of the sixtieth (60th) month of the additional term.	$29,500.00	$29.50

~~The fixed minimum rent during the first year of any additional term shall be equal to the greater of (a) the fixed minimum rent during the last twelve (12) months immediately preceding the commencement of said additional term and (b) the fair rental value of the premises on the date which is _____ (___) days prior to the commencement of said additional term ("Fair Rental Value"), and shall be paid in twelve (12) equal monthly installments, in advance, on the first day of each month during said year. The Fair Rental Value shall be determined as follows: The Fair Rental Value shall be determined by agreement between Landlord and Tenant at least _____ (___) days prior to the commencement of said additional term ("Agreement Date"). If agreement as to the Fair Rental Value has not been reached by Landlord and Tenant by the Agreement Date, Landlord and Tenant shall proceed as follows: Within twenty (20) days after the Agreement Date, Landlord and Tenant shall either mutually agree upon a single appraiser or each party shall select an appraiser not employed by such party or an affiliate of such party. If either objects in writing to the appraiser selected by the other within ten (10) days after receipt of written notice of the other's selection, then those two appraisers shall within five (5) days thereafter select a third appraiser who shall be independent of the parties, affiliates of the parties and the other two appraisers. All such appraisers shall be members of the American Institute of Real Estate Appraisers of the National Association of Realtors, shall have had at least five (5) years' experience in appraising real estate and shall maintain offices in the County in which the premises are located. Within forty-five (45) days thereafter, the Fair Rental Value shall be determined independently by each of the three appraisers, and the two appraisals closest to each other shall be averaged to determine the Fair Rental Value. If at least two appraisers are required and either party fails to appoint an appraiser within twenty (20) days after the Agreement Date, the appraiser appointed by the one party appointing an appraiser shall determine the Fair Rental Value and said appraiser's determination shall be conclusive thereof. If only one appraiser is required, the fees and expenses of said appraiser shall be borne equally by Landlord and Tenant. If two or three appraisers are required, each party hereto shall pay the fees and expenses of the appraiser appointed by said party, and the fees and expenses of the third appraiser (if any) shall be borne equally by Landlord and Tenant.~~

~~The fixed minimum rent for the second and each subsequent year of any additional term shall be increased on and as of the commencement of each subsequent lease year included in the additional term to an amount equal to the greater of (a) one hundred and five percent (105%) of the fixed minimum rent for the then immediately preceding twelve (12) month period and (b) the product of (i) the fixed minimum rent for the then immediately preceding twelve (12) month period, and (ii) a fraction, the numerator of which is the Consumer Price Index for the month which is three (3) months prior to the month during which said anniversary date occurs ("Option Anniversary Month") and the denominator of which is the Consumer Price Index for the month which is fifteen (15) months prior to the Option Anniversary Month. The fixed minimum rent during each such year shall be paid in twelve (12) equal monthly installments, in advance, on the first day of each month during each such year.~~

ARTICLE II
CONDUCT OF BUSINESS BY TENANT

SECTION 2.1 Use of Premises. Tenant shall use and occupy the premises solely for the conduct of the business herein set forth. Tenant will not use or permit or suffer the use of the premises for any other business or purpose. Without limiting the generality of the foregoing, Tenant shall not use the premises for the generation, manufacture, refining, transportation, treatment, storage or disposal of any hazardous substance or waste or for any purpose which poses a substantial risk of damage to the environment and shall not engage in any activity which would subject Tenant to the provisions of the Federal Comprehensive Environmental Response, Liability and Clean-Up Act (42 U.S.C. Section 9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C.A. Section 1151 et seq.), the Clean Water Act of 1977 (33 U.S.C.A. Section 1251 et seq.), or any other federal, state or local environmental law, regulation or ordinance. The authorization of the use of the premises for the business purpose set forth herein shall not constitute a representation by Landlord that such use of the premises is now or shall continue to be permitted or lawful under applicable laws or regulations. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary, Tenant shall not use or occupy the premises for any business or purpose set forth in Exhibit C attached hereto and made a part hereof. Also, Tenant shall not display and/or sell any goods, wares and merchandise on the sidewalk in front of the premises or at any other location in the Center outside of the premises, except during sidewalk sales conducted by the Merchants' Association for the Center.

SECTION 2.2 Tenant Obligations. Tenant shall continuously during the term of this Lease keep the premises occupied and open for business during the hours herein specified. Tenant shall operate the premises during the term

of this Lease with due diligence and efficiency so as to produce all of the gross sales which may be produced by such manner of operation. Tenant shall 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 gross volume of business in the premises.

SECTION 2.3 Hours of Operation. During the term of this Lease, Tenant shall cause the premises to be occupied and open for business each day of the week during the hours set forth in the Indenture of Lease. ~~Tenant agrees that the hours which Tenant is obligated to be open for business may be changed by Landlord from time to time.~~

SECTION 2.4 Other Business. Because the amount of rental hereunder depends upon Tenant's gross receipts, Tenant (or any person or entity (a) controlled by Tenant, (b) controlling Tenant, or (c) otherwise affiliated with Tenant; collectively, "Affiliated Party") shall not at any time during the term hereof, directly or indirectly, own, lease, operate, manage or have any financial interest in any other business the same or similar to or competing with the business to be operated by Tenant upon the premises at any place within a radius of five (5) miles from the outside boundary of the Center, which distance shall be measured in a straight line without reference to road mileage. In the event that the covenants in this subsection are violated or threatened to be violated, in addition to Landlord's other rights and remedies, Landlord shall have the right to prevent the continued or threatened violation thereof by seeking and obtaining an injunction in any court of competent jurisdiction, ~~and also for the purposes of computing percentage rent hereunder, the gross sales generated by Tenant and any Affiliated Party at such other place of business shall be included in and considered part of the gross sales from the premises, Tenant shall be obligated to pay the percentage rent to Landlord on such basis, and the provisions of Article III shall be applicable to such other place of business.~~

SECTION 2.5 Injurious Acts. Tenant shall not commit any waste upon the premises or perform any other acts which may injure the Center or be a nuisance to or disturb the quiet possession of other tenants and the general public in the Center.

SECTION 2.6 Licenses, Permits and Certificates of Occupancy. Tenant, at Tenant's sole expense, shall obtain all licenses, permits and certificates of occupancy which may be required by any governmental agency or authority for the lawful use and occupancy of the premises.

SECTION 2.7 Rules and Regulations. Tenant shall comply with the rules and regulations set forth in Exhibit D, attached hereto and made a part hereof, and such additional rules and regulations as shall hereafter be promulgated by Landlord, which rules and regulations shall apply to a majority of the tenants in the Center.

ARTICLE III
FIXED MINIMUM RENT; ~~PERCENTAGE RENT; SECURITY DEPOSIT~~ LEASE YEAR; GROSS SALES

SECTION 3.1 Fixed Minimum Rent. Tenant shall pay to Landlord the fixed minimum rent herein reserved, payable in advance in equal monthly installments without any prior demand therefor and without deduction or set-off whatsoever, on the first day of each calendar month during the term hereof, commencing upon the Commencement Date. In the event that the Commencement Date shall be a day other than the first day of a month, Tenant shall pay the fixed minimum rent in advance for the fractional month on a per diem basis calculated on the basis of a thirty (30) day month. Tenant shall pay to Landlord the fixed minimum rent for the first full calendar month of the term hereof upon Tenant's execution of this Lease.

~~SECTION 3.2 Adjustment of Fixed Minimum Rent. The annual amount of fixed minimum rent shall be increased on and as of the commencement of the second lease year to an amount equal to the greater of (a) one hundred and five percent (105%) of the fixed minimum rent for the then immediately preceding twelve (12) month period and (b) the product of (i) the fixed minimum rent for the then immediately preceding twelve (12) month period, and (ii) a fraction, the numerator of which is the Consumer Price Index, as hereinafter defined, for the month which is three months prior to the month during which said second lease year occurs, and the denominator of which is the Consumer Price Index for the month which is three months prior to the month during which the first lease year occurs. The annual amount of fixed minimum rent shall be increased annually on and as of the commencement of each lease year after said second lease year to an amount equal to the greater of (a) one hundred and five percent (105%) of the fixed minimum rent for the then immediately preceding twelve (12) month period and (b) the product of (i) the fixed minimum rent for the then immediately preceding twelve (12) month period and (ii) a fraction, the numerator of which is the Consumer Price Index for the month which is three (3) months prior to the month during which said lease year occurs ("Anniversary Month"), and the denominator of which is the Consumer Price Index for the month which is fifteen (15) months prior to the Anniversary Month. The "Consumer Price Index" is defined as the Consumer Price Index-All Urban Consumers (Philadelphia Average, All Items) (1982-1984=100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "Consumer Price Index"). If the Consumer Price Index is changed or discontinued, Landlord shall have the right to choose a comparable index, formula or other means of measurement of the relative purchasing power of the dollar and such substitute index, formula or other means shall thereafter to utilized in place of the Consumer Price Index. Each such increase shall automatically result in a simultaneous proportionate increase in the amount of the Percentage Rent Gross Sales Base. No such adjustment shall be made if the result thereof would be to decrease the fixed minimum rent below the fixed minimum rent then currently being paid.~~

~~SECTION 3.3 Percentage Rent.~~

~~3.3.1 Calculation and Payment. For each lease year, Tenant shall pay, in addition to fixed minimum rent, the percentage rent herein reserved, without prior demand therefor and without deduction or set-off whatsoever, at the times hereinafter set forth, provided, however, that for the first lease year, the percentage rent shall~~

~~be computed on the excess of Tenant's gross sales over a pro-rated portion of the Percentage Rent Gross Sales Base. A similar proration shall be applied with respect to the period between the end of the last full lease year and the date when this Lease shall terminate.~~

3.3.2 Lease Year. The term "lease year" as used in this Lease shall mean the twelve (12) month period beginning on the Commencement Date if that date is the first day of a month, or if the Commencement Date is not the first day of a month, on the first day of the month following the Commencement Date, and each successive twelve (12) month period thereafter during the term of this Lease; provided, however, if the Commencement Date is not the first day of a month, then the first lease year shall include the period from the Commencement Date to the first day of the next month. ~~In the event any lease year shall be less than twelve (12) months, the Percentage Rent Gross Sales Base for such lease year shall be reduced by an amount computed by multiplying the Percentage Rent Gross Sales Base by a fraction, the numerator of which is the difference between 360 and the actual number of days in such lease year and the denominator of which is 360.~~

3.3.3 Gross Sales. The term "gross sales" is defined to mean the gross amount of all revenue generated by sales, rental, performance of services or otherwise by Tenant and/or by any subtenant, licensee or concessionaire in, at or from the premises (including, but not limited to, catalogue sales made at or from the premises), whether for cash, credit or other consideration, with such other consideration being determined at fair market value and financing charges on all gross sales (without reserve or deduction for inability or failure to collect) including, but not limited to, such sales, rental, and services (1) as a result of transactions originating in, at or from the premises, whether delivery or performance is made from the premises or from some other place; (2) pursuant to mail, telephone, telegraph, closed TV circuit, and other devices, automated or otherwise, whereby orders are received at the premises or (3) which Tenant or any subtenant, licensee or concessionaire in the normal course of its business would attribute to its operations at the premises. Gross sales also include all deposits not refunded to purchasers. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Tenant shall receive payment therefor. Gross sales shall not include (a) any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the premises, (b) returns to shippers or manufacturers, (c) cash or credit refunds to customers on transactions otherwise included in gross sales, (d) sales of fixtures, machinery and equipment after use thereof in the conduct of Tenant's business in the premises, (e) the amount of any sales tax levied by any governmental authority directly on sales and collected from customers, provided that specific record is made at the time of each sale of the amount of such sales tax and the amount thereof is separately charged to the customer, and (f) the amount of any discount on sales to employees. No franchise or capital stock and no income or similar tax based upon income or profits and no gross sales tax shall be deducted from gross sales in any event whatsoever. Notwithstanding the foregoing, at Landlord's option for one or more months during the term of this Lease, gross sales shall be deemed to be the amount of sales for such month(s) reported by Tenant on the sales tax reports filed by Tenant with the applicable state authority. Tenant, upon Landlord's request, shall supply Landlord with copies of such reports.

3.3.4 Statements and Percentage Rent Payments.

(a) Within ~~ten (10)~~ twenty (20) days after the end of each month during each lease year, Tenant shall submit to Landlord an accurate, unaudited, written statement signed by Tenant, ~~in form satisfactory to Landlord,~~ showing the full amount of Tenant's gross sales during such month. ~~If the Commencement Date hereof shall not be the first day of a calendar month, Tenant's gross sales during the period between the Commencement Date and the first day of the first full calendar month in the term shall be added to and deemed part of the first month for both the purpose of the computation of percentage rent and the purpose of reporting of gross sales.~~

~~(b) Within ten (10) days after the end of each month, Tenant shall pay to Landlord, on account of percentage rent hereunder, a sum equal to the percentage rent rate of the amount by which gross sales during such month exceeds one twelfth (1/12) of the Percentage Rent Gross Sales Base.~~

(c) Within thirty (30) days after the end of each lease year, Tenant shall submit to Landlord a complete statement certified by an independent Certified Public Accountant acceptable to Landlord and also certified by Tenant, in form reasonably satisfactory to Landlord, showing accurately and in reasonable detail the full amount of Tenant's gross sales during the immediately preceding lease year ~~and the percentage rent for such lease year. At the same time Tenant shall pay to Landlord the full balance of percentage rent payable for said lease year, if any. Any excess of percentage rent that Tenant may have paid for such lease year shall be retained by Landlord and applied to future payments on account of percentage rent.~~

(d) Tenant shall timely submit each of the monthly and annual statements required by this Section 3.3.4 ~~regardless of whether or not (a) Tenant is required to pay percentage rent for the period covered by said statement or (b) Tenant is required to pay percentage rent at any time under the terms of this Lease.~~

3.3.5 ~~Books of Accounts and Audits. Tenant agrees that the business of Tenant and of any sub-lessee, licensee or concessionaire upon the premises shall be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, shall be issued with each sale or transaction, whether for cash, credit or exchange, and whether in person, by telephone or through the mails. Tenant shall keep at all times during the term hereof, at the premises, at Tenant's home office, full, complete and accurate books of account and records in accordance with generally accepted accounting practices with respect to all operations of the business to be conducted in or from the premises, including the recording of gross sales and the receipt of all merchandise into and the delivery of all merchandise from the premises, and shall retain such books and records, as well as all contracts, vouchers, checks, inventory records, gross income, sales and occupational tax returns and other documents and papers in any way relating to the operation of such business, for at least three (3) years from the end of the lease year~~

to which they are applicable. or, if an audit is required or a controversy should arise between the parties hereto regarding the rent payable hereunder, until such audit or controversy is terminated. Such books and records shall at all reasonable times during said retention period be open to the inspection of Landlord or its duly authorized representatives, who shall have full and free access to review, audit and copy the same and the right to require of Tenant such information or explanation with respect to the same as may be necessary for a proper examination thereof. If it is determined as a result thereof that the actual gross sales for any period covered by the statement required by this paragraph exceed the amount thereof shown in said statement, Tenant shall promptly pay the additional percentage rent due, if any, and, if it is determined that said sales exceed the amount thereof shown in said statement by two percent (2%) or more, Tenant shall also promptly pay all the expenses incurred by Landlord in determining the actual gross sales for said period, and Landlord shall have the right to terminate this Lease upon five (5) days notice to Tenant.

3.3.6 No Abatement of Percentage Rent. Notwithstanding anything herein to the contrary, there shall be no abatement, apportionment or suspension of the percentage rent payable hereunder. If, pursuant to any other section of this Lease, there should be an abatement, apportionment or suspension of the fixed minimum rent payable hereunder, (a) Tenant shall continue to pay to Landlord the percentage rent during the period in which the fixed minimum rent shall have been abated, apportioned or suspended and (b) the Percentage Rent Gross Sales Base shall be reduced in the same proportion that fixed minimum rent shall have been abated, apportioned or suspended. In the event that any reduction of the Percentage Rent Gross Sales Base is applicable to one or more days during a lease year, the Percentage Rent Gross Sales Base to be used in calculating the percentage rent for said lease year shall be determined by averaging on a daily basis the Percentage Rent Gross Sales Base applicable during said year.

3.3.7 Tenant's Failure to Generate Minimum Percentage Rent. In the event that the gross sales during any lease year shall be less than the Percentage Rent Gross Sales Base, as set forth in the Indenture of Lease, Landlord, at Landlord's option, given at any time within three (3) months after the expiration of said lease year, may (a) terminate this Lease upon five (5) days notice to Tenant, or (b) lower the Percentage Rent Gross Sales Base, effective as of the first day of the then current lease year, to the amount of the gross sales reported by Tenant for the immediately preceding lease year.

SECTION 3.4 Time and Place of Payment; Late Charges. Tenant shall promptly pay all rent and other charges and render all statements herein prescribed to P.O. Box 826222, Philadelphia, PA 19182-6222, or at such other place as Landlord shall notify Tenant. All sums of money or charges required to be paid by Tenant under this Lease, whether or not the same are designated "additional rent", shall for all purposes hereunder be deemed and shall be paid by Tenant as rent. In the event that Tenant shall fail to pay any installment of fixed minimum rent, percentage rent or any other money or charges required to be paid by Tenant within ten (10) days after the date the same is due and payable, then Landlord shall have, in addition to all other remedies to which Landlord may otherwise be entitled, the right to receive from Tenant, in addition to such amount due and owing, an additional sum of ten six five cents (10 6 5¢) per dollar of each such installment, as and for a late charge, which sum shall inure to the sole benefit of Landlord, to defray Landlord's costs and expenses in collecting such delinquent rental. In addition, in the event that Tenant shall fail to pay any installment of fixed minimum rent, percentage rent or any other money or charges required to be paid by Tenant on the date the same is due and payable, then each such installment shall bear interest from the due date thereof to the date of payment at the prime rate of CoreStates Bank, N.A., plus three percent (3%) per annum, but not in excess of the highest rate allowed by law, payable by Tenant to Landlord. Said late charge and interest shall be payable by Tenant to Landlord upon demand.

SECTION 3.5 Security Deposit. The Security Deposit shall be held as collateral security for the payment by Tenant of all rents and other charges under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder, the amount of said deposit, without interest, and less any amounts applied on account of Tenant's default, shall be repaid to Tenant within thirty (30) days after the termination of this Lease or any renewal or extension thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Upon any default by Tenant hereunder, all or part of said deposit may, at Landlord's option, be applied on account of such default, and thereafter Tenant shall restore the resulting deficiency in said deposit upon Landlord's demand. Landlord may deliver the deposit to any purchaser of Landlord's interest in the premises and thereupon, Landlord shall be discharged from any further liability with respect to the deposit, and Tenant shall look solely to such purchaser for the return of the deposit.

ARTICLE IV
CONSTRUCTION OF PREMISES; CHANGES TO CENTER

SECTION 4.1 Construction by Landlord. Landlord, at Landlord's sole expense, shall perform the work required to be performed by Landlord in Exhibit E, attached hereto and made a part hereof ("Landlord's Work"). Landlord shall have the exclusive right to determine the architectural design and the structural, mechanical and other details and specifications of Landlord's Work, including, but not limited to, the type of materials and the manufacturer and supplier thereof.

SECTION 4.2 Tenant's Improvements. Within ten (10) days after the written notice referred to in the Commencement Date paragraph of the Indenture of Lease, Tenant, at Tenant's sole expense, shall commence and thereafter promptly complete all the work and comply with all of the other requirements imposed upon Tenant in this Lease, including, without limitation, Article VIII and Exhibit E ("Tenant's Work"). By After accepting possession of the premises, Tenant shall be deemed to have agreed that Landlord's Work has been completed in accordance with the terms of this Lease except as noted in a punch list presented to Landlord within 10 days after Delivery of Possession. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord,

expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration, or repair of or to the premises or to any buildings or improvements thereon, or to any part thereof. Notwithstanding anything in this Lease, or in any other writing signed by Landlord to the contrary, neither this Lease nor any other writing signed by Landlord shall be construed as evidencing, indicating, or causing an appearance that any erection, construction, alteration or repair to be done, or caused to be done, by Tenant is or was in fact for the immediate use and benefit of Landlord.

SECTION 4.3 Roof, Walls, Changes and Additions to Center. Landlord reserves the exclusive right at any time and from time to time to use all or any part of the roof, exterior walls and air space above the finished ceiling of the premises to install or affix equipment, signs, antennae or other objects or structures, to erect scaffolds, protective barriers or other aids to construction and for other purposes; to enter the premises to shore the foundations and walls thereof and to install, maintain and repair pipes, ducts, conduits and wires in and adjacent to the premises and serving other parts of the Center. Landlord reserves the right, at any time and from time to time, to make alterations or additions to, and to build additional stories on, the building in which the premises are contained, and to build adjoining the building in which the premises are contained and to construct other buildings and improvements in the Center. Landlord reserves the right to reduce, enlarge and change the area, level, location and arrangement of the Common Areas (as herein defined) and to revoke the license herein granted to use a portion of the Common Areas so long as same does not materially interfere with the operation of Tenant's business at the premises. ~~Landlord shall not be liable for any inconvenience, disturbance, loss of business or any other damage to Tenant, and Tenant shall not be entitled to compensation or diminution or abatement of rent, and there shall be no constructive or actual eviction, arising from the exercise of any or all of the rights of Landlord in this Section 4.3, Article XII or elsewhere in this Lease.~~

SECTION 4.4 Condition of Premises. Tenant acknowledges that Tenant has inspected the premises, is fully familiar with the physical condition thereof and has agreed to lease the premises as a result of such inspection and not in reliance upon any representation made by Landlord or any of its officers, employees, salespeople or agents. Except for such work as Landlord is required to perform pursuant to Exhibit E, Tenant shall lease the premises in "as is" condition ~~except as provided in Section 4.2~~.

SECTION 4.5 Relocation of Premises. ~~Landlord, on at least sixty (60) days prior written notice, may require Tenant to move from the premises to another location of comparable size in the Center. In the event of any such relocation, Landlord shall pay all the expenses of constructing the new premises so that they will be substantially similar to the premises and the expense of moving Tenant's furnishings and equipment to the new premises.~~ **Landlord shall have the right to relocate the premises to another part of the Center (the "New Premises) only in accordance with the following:**

Décor. The New Premises shall be substantially the same in size, dimensions, configuration, décor and nature as the premises as delivered to Tenant pursuant to this Lease, and shall be placed in that condition by Landlord at its cost. The access and visibility to the New Premises shall be substantially the same as they were with respect to the premises described in this Lease.

Relocation. The physical relocation of the premises to the New Premises shall be accomplished by Landlord at its cost.

Notice. Landlord shall give Tenant at least thirty (30) days notice of Landlord's intention to relocate Tenant to the New Premises.

Rent. Rent shall be abated on a per diem basis should Tenant be closed for business during the physical relocation.

Costs. Reasonable incidental costs incurred by Tenant as result of the relocation, including costs incurred in changing his address on stationery, business cards, directories, advertising and other such items shall be paid by Landlord, in a sum not to exceed Five Hundred ($500.00) Dollars.

Frequency. Landlord shall not have the right to relocate the premises more than once during the term or any option to term of this Lease, and shall not have the right to relocate the premises during the last year of this Lease term or any option or renewal term thereof.

Size. If the relocated New Premises is different in size than the premises as they existed before the relocation, rent shall be adjusted on a pro-rata basis using the current Fixed Minimum Rent for the premises multiplied by the area of the New Premises. Additional rent shall also be adjusted on a pro-rata basis based on the area of the New Premises.

SECTION 4.6 Tenant Allowance. Landlord shall reimburse to Tenant on account of the cost of Tenant's Work in the premises in the amount and manner hereinafter provided which amount is hereinafter referred to as the "Tenant Allowance."

A. Tenant's Allowance shall be equal to Five Thousand Dollars ($5,000.00).

B. Provided (i) Tenant is not otherwise in default under the Lease (after notice and opportunity to cure), and (ii) Tenant has opened the premises for business in accordance with the terms, covenants and conditions of this Lease, Landlord shall deliver Tenant's Allowance to Tenant as follows within

thirty (30) days of Landlord's receipt of the following items. In the event Landlord is due money from Tenant at the time of delivery, after notice and failure to remit same, Landlord shall have the right to deduct such amount from the Tenant Allowance prior to payment:

(a) Tenant's affidavit that Tenant's Work has been completed to its satisfaction and in strict accordance with the approved working plans, which affidavit may be relied upon by Landlord and any deliberate or negligent misstatement or false statement by Tenant therein shall constitute an incurable breach of this Lease;
(b) The affidavit of the general contractor performing Tenant's Work to the effect that Tenant's Work has been fully completed in accordance with the approved working plans and that the general contractor and all subcontractors, laborers and material suppliers engaged in or supplying materials for Tenant's Work have been paid in full;
(c) A Release of Lien with respect to Tenant's Work executed by said Tenant's general contractor and, if requested by Landlord, Releases of Lien executed by every subcontractor, laborer and material supplier engaged in or supplying materials for Tenant's Work costing $5,000.00.
(d) A certificate of occupancy from the appropriate governmental authority, certifying the Tenant's Work has been performed in substantial accordance with the approved working plans and all applicable laws, ordinances and other standards;
(e) Copies of all applicable warranties for materials and systems encompassed by Tenant's Work;
(f) A Certificate by Tenant's architect that Tenant's Work is completed in accordance with all applicable laws and ordinances;
(g) Any additional reasonable documentation requested by Landlord to confirm the foregoing which are required by Landlord's Lender or third parties having jurisdiction over the premises. In the event that the Construction Allowance is not paid within the stipulated time frame, Landlord shall pay interest on said Construction Allowance at the default rate of interest.

ARTICLE V
COMMON AREAS; OPERATING COSTS

SECTION 5.1 Control of Common Areas. All areas, facilities, signs and equipment to the extent made available by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Center, and their respective employees, agents, subtenants, concessionaires, licenses, customers and other invitees, are collectively referred to as "Common Areas". If and to the extent made available by Landlord, Common Areas shall, include, but not be limited to, parking areas, streets, sidewalks, canopies, roadways, loading platforms, washrooms, shelters, ramps, landscaped areas and other facilities. All Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to restrict parking by tenants and their employees to employee parking areas; to construct, maintain and operate lighting facilities therefor; to police the same; to enforce parking charges; to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the Common Areas and do or perform such other acts in and to the Common Areas as Landlord shall determine to be advisable; and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas. Landlord shall operate and maintain the Common Areas in such manner as Landlord, in its sole discretion, shall determine from time to time. Subject to Section 4.3 and this Section 5.1, Tenant is hereby given the license in common with all others to whom Landlord has or may hereafter grant rights to use the Common Areas, as they may from time to time exist, in connection with Tenant's business at the premises.

SECTION 5.2 Operating Costs. Subject to reimbursement as herein set forth, Landlord shall operate and maintain or cause to be operated and maintained the Common Areas and the Center. For each Accounting Period, as defined in Section 5.6, during the term of this Lease, Tenant shall pay to Landlord, as Tenant's share of Operating Costs, the amount obtained by multiplying (a) the total of all Operating Costs for such Accounting Period ~~less all contributions thereto actually made to Landlord by occupants of any "Excluded Areas"~~, as hereinafter defined, by (b) a fraction, the numerator of which shall be the square feet of floor area of the premises and the denominator of which shall be the square feet of all gross leasable floor area ~~leased by tenants~~ in the Center (other than in Excluded Areas), calculated as of the day immediately preceding the commencement of the applicable Accounting Period. ~~Excluded Areas are defined as those portions of the Center which are labeled "excluded" on Exhibit A and any portions of the Center which Landlord hereafter designates as Excluded Areas.~~ Operating Costs are defined as all costs incurred by Landlord in operating, managing, leasing, equipping, lighting, repairing, replacing and maintaining the Center (and all buildings, improvements, and Common Areas therein), including, without limitation, gardening, landscaping, sanitary control, cleaning, lighting, preventive maintenance, snow, ice, rubbish, debris, garbage and waste collection, removal and disposal, resurfacing, painting, fire protection and prevention, insurance (including, but not limited to, liability insurance, fire insurance with extended coverage, workers' compensation insurance, plate glass insurance, boiler and machinery, vandalism and malicious mischief insurance, rent insurance and fidelity bonds), maintenance of signs and awnings, repairs, security and policing, traffic control, rental and depreciation of machinery, equipment and other assets used in the operation and maintenance of the Center, parking charges imposed by any governmental authority, interest expense in connection therewith, building supplies, repairs and replacements to the roof, the structure and the electrical, plumbing, heating, air-conditioning and mechanical systems of all buildings in the Center, utilities not separately charged to individual tenants, loudspeakers, public address and musical broadcasting systems, all amounts payable by Landlord under the Center Agreements, as hereinafter defined, the cost of personnel to implement such services and maintain the Center (including, without limita-tion, the salaries

of the management staff and all other personnel employed to operate the Center and to carry out the maintenance and promotion of the Center and all contributions toward fringe benefits, unemployment insurance, pension plan contributions and similar contributions therefor), plus fifteen percent (15%) of all of the foregoing costs to cover administrative and overhead costs. Operating Costs shall not include depreciation other than as specifically referred to above. Landlord may, at Landlord's option and in Landlord's sole discretion, amortize the cost of any Operating Costs beyond the year in which such Operating Costs are incurred. The period of time over which such Operating Costs may be amortized shall be determined by Landlord in Landlord's sole discretion. In the event that any Operating Costs are incurred prior to the date of this Lease and, at Landlord's option, amortized during the term hereof, such costs may be charged to Tenant as "Operating Costs" in accordance with the terms of this Lease. ~~In the event of any dispute as to the floor area in the Center or any portion thereof, the determination of Landlord shall be binding upon the parties.~~

SECTION 5.3 Payments on Account of Operating Costs. On the first day of each calendar month during the term of this Lease, Tenant shall pay to Landlord, in advance, without demand and without any setoff or deduction, as a payment on account of Tenant's share of Operating Costs, the amount equal to one-twelfth (1/12) of the annual amount estimated by Landlord, from time to time, to be Tenant's share of Operating Costs. If the Commencement Date shall not be the first day of a calendar month, Tenant's payment of its share of Operating Costs for the fractional month between the Commencement Date and the first day of the first full calendar month in the term shall be prorated on a per diem basis (calculated on a thirty (30) day month) and shall be paid together with the first payment of fixed minimum rent. Landlord may at any time and from time to time adjust said monthly payments on account on the basis of Landlord's revised estimate of Operating Costs, and Tenant shall pay such adjusted amount upon notice from Landlord.

SECTION 5.4 Landlord's Statement of Operating Costs. Following the end of each Accounting Period, Landlord shall furnish to Tenant a written statement covering the Accounting Period just expired showing the total Operating Costs for such Accounting Period, the amount of Tenant's share thereof and payments made by Tenant with respect thereto. ~~Landlord's statement shall be conclusive primafacie evidence of Operating Costs.~~

SECTION 5.5 Payment of Balance of Operating Costs. If Tenant's share of Operating Costs exceeds Tenant's payments with respect to any Accounting Period, Tenant shall pay to Landlord the deficiency within twenty (20) days after the date of the furnishing of the statement from Landlord; if Tenant's payments exceed Tenant's share of the Operating Costs, Landlord shall apply such excess to future payments on account of Operating Costs; provided, if such overpayment is for the last Accounting Period, Landlord shall not be obligated to refund to Tenant the amount of such overpayment until Tenant has fully performed all of its obligations under this Lease. ~~In the event Tenant is indebted to Landlord for any reason whatsoever, Landlord may deduct such amount owed from such overpayment.~~

SECTION 5.6 Accounting Period; Prorations of Operating Costs. The words "Accounting Period" mean the period consisting of twelve (12) consecutive calendar months, commencing on a date determined by Landlord from time to time and each succeeding twelve (12) calendar month period thereafter. If the term of this Lease commences other than on the first day of an Accounting Period or terminates (other than by reason of Tenant's default) prior to the last day of any Accounting Period, Tenant's obligations for Tenant's share of Operating Costs for such Accounting Period shall be prorated on a per diem basis (calculated on a 360 day year).

ARTICLE VI
TAXES

SECTION 6.1 Definition of Taxes. The word "taxes" shall include all taxes attributable to land or improvements now or hereafter made to the Center or any part thereof or attributable to the present or future installation in the Center or any part thereof of fixtures, machinery or equipment, all real estate taxes, assessments, water and sewer fees, rents or charges, and other governmental impositions and charges of any kind whatsoever, nonrecurring as well as recurring, special or extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall be levied, assessed or imposed, or become due and payable or become liens upon, or arise in connection with the use, occupancy or possession of, or any interest in, the Center or any part thereof, or any land, buildings or other improvements therein, ~~less all amounts paid as taxes to Landlord or others by the occupants of any Excluded Areas,~~ and all costs and expenses incurred by Landlord, including attorneys fees, expert fees and appraisal costs, in Landlord's efforts, if any, to reduce the amount of the taxes or the assessment therefor. The word "taxes" shall not include any charge, such as water meter charge and sewer rent based thereon, which is measured by the consumption by the actual user of the item or service for which the charge is made.

SECTION 6.2 Tax Rent; Payments on Account of Tax Rent. For each Tax Year, as defined in Section 6.4, Tenant shall pay to Landlord, the amount (hereinafter called "Tax Rent") obtained by multiplying the total of all taxes payable during such Tax Year by a fraction, the numerator of which shall be the square feet of floor area of the premises and the denominator of which shall be the square feet of all gross leasable floor area ~~leased by tenants~~ in the Center (other than in Excluded Areas), computed as of the day immediately preceding the commencement of the applicable Tax Year. On account of Tax Rent, Tenant shall pay monthly, in advance, together with each monthly installment of fixed minimum rent, without demand, setoff or counterclaim, an amount equal to one-twelfth (1/12) of the annual amount estimated by Landlord, from time to time, to be Tenant's share of any taxes. Such amount may be adjusted by Landlord at any time and from time to time during the term hereof on the basis of Landlord's revised estimate of taxes, and Tenant shall pay such adjusted amount upon notice from Landlord. If Tenant's payment on account of Tax Rent for any Tax Year exceeds the actual amount payable by Tenant as Tax Rent for such Tax Year, Landlord shall retain such excess on account of future Tax Rent. ~~In the event Tenant is indebted to Landlord for any~~

~~reason whatsoever, Landlord may deduct such amount owed from such overpayment.~~ At the termination of the Lease, Landlord may retain any overpayment until Tenant has performed all of its obligations under the Lease.

SECTION 6.3 Payment of Balance of Tax Rent. Landlord shall have the right to bill Tenant for Tax Rent at any time after each receipt by Landlord of a bill for taxes ("tax bill"). Tenant shall pay the balance of its Tax Rent within twenty (20) days after receipt from Landlord of a written statement setting forth the taxes for which Landlord has received a tax bill, Tenant's share of taxes, and Tenant's payments theretofore made on account of such Tax Rent. All payments made on account of Tax Rent after receipt of such statement shall not be applied towards payment due Landlord pursuant to such statement. Landlord shall have the right to bill Tenant for Tenant's Tax Rent for the last Tax Year in the term hereof whether or not Landlord shall theretofore have received a tax bill covering the applicable period. If Landlord has not received a tax bill for such period, Landlord shall estimate the amount of such Tax Rent on the basis of the most current tax bill, subject to adjustment when Landlord receives a tax bill for such period. Tenant shall pay such adjusted amount upon billing by Landlord.

SECTION 6.4 Tax Year; Proration of Tax Rent. The words "Tax Year" shall mean the period consisting of twelve (12) consecutive calendar months, commencing on a date determined by Landlord from time to time and each successive twelve (12) calendar month period thereafter. If the term of this Lease commences other than on the first day of a Tax Year or terminates (other than by reason of Tenant's default) prior to the last day of a Tax Year, Tenant's Tax Rent for such Tax Year shall be prorated on a per diem basis (calculated on a 360 day year).

SECTION 6.5 Additional Taxes. If at any time during the term of this Lease, a tax, imposition, charge, assessment, levy, excise or license fee is levied on, imposed against, or computed, in whole or in part, by (a) any rents or charges payable hereunder, or (b) the value of any lien placed against the Center or any obligations secured thereby, or if any other tax (except income tax), imposition, charge, assessment, levy, excise or license fee which is not referred to in Section 6.1 shall be levied or imposed (including, without limitation, a tax on the gross receipts of the tenants in the Center), such tax, imposition, charge, assessment, levy, excise or license fee shall be deemed to constitute "taxes" for the purposes of this Article VI; provided, however, if a tax is imposed on the gross receipts of the tenants in the Center, Landlord may, at Landlord's option, require such tenants to each pay their allocable portion of such taxes based on their respective gross receipts in lieu of their respective square footage in the Center. **Anything in this Lease to the contrary notwithstanding, the term "taxes" shall not include any impositions by any Federal, State, County, Municipal, or other governmental agency measured by Landlord's income derived from the premises, whether denominated as general income taxes or otherwise, nor shall it include Landlord's Federal, State, County, or Municipal income, inheritance, estate or gift taxes, or Landlord's franchise taxes.**

SECTION 6.6 Taxes on Leasehold. Tenant shall pay all taxes assessed against any leasehold interest or personal property owned by Tenant or placed in or about the premises by Tenant.

ARTICLE VII
UTILITIES

SECTION 7.1 Utilities. Commencing on the date that Landlord notifies Tenant that the premises are ready for Tenant's Work, Tenant shall pay all charges for electricity, gas, heat, water, sewer and all other utilities used or consumed in or upon the premises, as and when the charges therefor shall become due and payable, and shall also pay all costs to connect such utilities to the premises (including, without limitation, water and electric meters, installation charges, tap-in fees, etc.). In the event Landlord should elect to supply said utilities, Tenant shall purchase and pay for said utilities in accordance with the terms set forth in Exhibit E, attached hereto and made a part hereof. In the event any utility is furnished by the local utility company, and the Center is billed as a single entity therefor, Landlord shall have the right to determine Tenant's share of such charges and bill Tenant therefor, which bill Tenant shall pay promptly upon receipt. Landlord shall not be liable to Tenant for damages or otherwise for any interruption, curtailment or suspension of any or all utility services in the event of a default by Tenant under this Lease, in the event Landlord elects to discontinue any utility service Landlord elects to supply, or due to repairs, action of public authority, strikes, acts of God or public enemy, or any other cause, whether similar or dissimilar to the foregoing. **Should Tenant be closed for business for more than one (1) business day solely as a result of Landlord's negligent failure or inability to provide utilities, then Fixed Minimum Rent and additional rents shall abate until the utilities are restored or Tenant reopens, whichever occurs first.**

SECTION 7.2 Application for Utilities. If Landlord shall elect not to supply or shall elect to discontinue supplying Tenant with any utilities, Tenant, at Tenant's sole expense, shall promptly make all appropriate arrangements with the local utility companies for the hookup and supply of such utilities to the premises, including, without limitation, any metering expense and installation costs. **Landlord must give Tenant 30 days written notice of its intention to discontinue supplying Tenant with utilities so long as Tenant is not in default after notice and opportunity to cure in accordance with the Lease.**

ARTICLE VIII
REPAIRS AND ALTERATIONS

SECTION 8.1 Landlord's Repairs. Subject to reimbursement as set forth in Article V, Landlord shall keep the roof and the exterior walls of the premises, excluding any glass or doors, in proper repair, provided that except in the event of an emergency in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs; provided, however, if Landlord is required to make such repairs by reason of Tenant's negligence or

Tenant's use of the premises, Landlord may collect the cost of such repairs from Tenant upon demand. If, without Landlord's consent except in the event of an emergency, Tenant performs any alterations or improvements which affect the roof or exterior walls, such action by Tenant shall release Landlord from its repair obligation and Tenant shall thereafter be responsible for the maintenance of the roof and exterior walls so affected, provided, however, nothing herein contained shall be construed to grant Tenant the right to perform any alterations or improvements which affect the roof or exterior walls. Except as herein provided in Tenant's punch list, Landlord shall have no obligation to repair or maintain the premises, including, without limitation, any plumbing, heating, electrical, air-conditioning or other mechanical installation therein but shall deliver possession of same in good working order and condition.

SECTION 8.2 Tenant's Repairs. Tenant, at Tenant's sole expense, shall periodically paint the premises and shall repair, replace and maintain all portions of the premises not required to be maintained by Landlord pursuant to Section 8.1 hereof, including, without limitation, all partitions, fixtures, signs, doors, glass, equipment and all electrical, plumbing, heating, air-conditioning and other mechanical installations ~~therein~~ within the premises, in good order and repair, using materials and labor of kind and quality equal to the original work. Tenant shall repair promptly at Tenant's sole expense any damage to the premises caused by any reason, including, without limitation, construction or alterations performed by Tenant, or by the delivery, installation or removal of Tenant's property, or by Tenant's negligence. Tenant, at Tenant's sole expense, shall maintain a full service HVAC preventive maintenance contract with a contractor to be approved by Landlord, which consent shall not be unreasonably withheld. In the event Tenant fails to maintain such contract, Landlord, at Landlord's sole discretion, and in addition to Landlord's other remedies under this Lease, at law and in equity, may maintain such a contract and, on Landlord's demand, Tenant shall reimburse Landlord for Landlord's cost therefor, plus ~~twenty~~ fifteen percent (~~20~~ 15%). Notwithstanding anything to the contrary contained herein, Landlord warrants operation of the HVAC system for ninety (90) days from the Commencement Date.

SECTION 8.3 Tenant's Right to Make Alterations. Tenant shall not make any alterations, improvements or additions to the premises without the prior written consent which consent shall not be unreasonably withheld, of Landlord. Tenant shall supply Landlord with ~~a list of~~ contractors and subcontractors and with plans and specifications for all such alterations, improvements and additions, ~~prior to requesting such consent~~. All alterations, improvements or additions by Tenant shall be performed in a good and workmanlike manner, coordinated with any work being performed by Landlord and performed in such a manner and by such contractor(s) so as not to damage the premises or interfere with its operations or with the activities of other tenants. Tenant shall secure all necessary licenses, permits, and approvals required by all federal, state and local laws, regulations, statutes, ordinances and rules in connection with such work, and shall carry and cause the contractors and subcontractors to carry Workers' Compensation insurance in statutory amounts, comprehensive public liability insurance, property damage insurance and such other insurance with such limits and upon such terms as Landlord, in Landlord's sole discretion, shall require, and shall deliver to Landlord certificates of all such insurance. All alterations, improvements and additions made by Tenant 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 or after the termination of this Lease, have given written notice to Tenant to remove same, in which event Tenant shall remove such alterations, improvements and additions 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, and Tenant shall reimburse Landlord for Landlord's expenses, on demand. All of such alterations, improvements or additions shall be made solely at Tenant's expense; and Tenant agrees to indemnify, defend and save harmless Landlord (a) on account of any injury to third persons or property by reason of any such improvements, additions or alterations and (b) from the payment of any claim on account of bills for labor or materials furnished or claimed to have been furnished in connection therewith. Tenant agrees to procure all necessary licenses, permits and approvals before undertaking such work and to do all such work in a good and workmanlike manner, employing materials of first class quality and complying with all applicable governmental requirements.

SECTION 8.4 Contractors and Labor. To the end that there shall be no labor dispute which would interfere with the construction, completion or operation of the Center or with any other work being carried on therein, in connection with any construction, alteration, fixturing or other work to be done upon the premises, Tenant shall engage the services of only such contractors and subcontractors as will work in harmony with each other, with those of Landlord and with any others then working in the Center, and Tenant shall employ and shall require its contractors and subcontractors to employ only such laborers as will work in harmony with all other laborers then working in the Center.

ARTICLE IX
MECHANICS LIENS

SECTION 9.1 Tenant Shall Discharge All Liens. Tenant shall promptly pay all contractors and materialmen so as to minimize the possibility of a mechanic's or materialman's lien attaching to the premises, the building of which it forms a part or the Center. Should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord and, in the event that Tenant shall fail to do so, Landlord, in addition to its other remedies, may discharge the lien by payment of the amount secured thereby, or otherwise as provided by law, and any amount so paid by Landlord, together with any attorney's fees or other costs relating to the discharge of such lien, shall be immediately payable by Tenant to Landlord. Prior to the commencement of any work or the delivery of any material to the premises by any contractor, subcontractor or materialman ("Contractor"), Tenant shall deliver to Landlord a recordable waiver of liens from each such Contractor in form and content acceptable to Landlord.

ARTICLE X
PROMOTION OF CENTER

SECTION 10.1 Promotional Charge. Landlord shall open and maintain a bank account, separate from all of its other bank accounts, into which Landlord shall deposit the promotional fund contributions paid by Tenant as well as such other contributions which Landlord may receive from time to time from other tenants of the Center (the aggregate of such funds on hand from time to time being referred to herein as the "Promotional Fund"). Tenant shall pay to Landlord, as Tenant's contribution to the Promotional Fund, an annual charge ("Promotional Charge") in the amount set forth in the paragraph of the Indenture of Lease captioned "Promotional Fund" for each lease year during the term of this Lease. The Promotional Charge shall be due and payable on the first day of each lease year. The Promotional Charge for the first and last lease years which are less than a full calendar year, if any, shall be proportionately adjusted on a per diem basis (based on a 360 day calendar year). The Promotional Charge shall be increased annually, as of the first day of January during each year in the term hereof after six full calendar months have elapsed after the Commencement Date has occurred, in the same proportion as the Consumer Price Index – All Urban Consumers (Philadelphia Average, 1982-1984=100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "Consumer Price Index") for the month of October preceding such first day of January bears to the Consumer Price Index reported for the last full calendar month prior to the date of this Lease. If the Consumer Price Index is changed or discontinued, Landlord shall have the right to choose a comparable index, formula or other means of measurement of the relative purchasing power of the dollar, and such substitute index, formula or other means shall be utilized in place of the Consumer Price Index. No such adjustment shall be made if the result thereof would be to decrease the amount of the Promotional Charge below the amount of the Promotional Charge then currently being paid

SECTION 10.2 Promotional Fund. The Promotional Fund shall be used by Landlord to pay all costs and expenses associated with the implementation of a program for the promotion of the Center, which program may include, without limitation, special events, shows displays, signs, seasonal events, institutional advertising for the Center, promotional literature and other activities designed to attract customers to the Center. In connection with the operation of the Promotional Fund, Landlord shall have the right to employ or cause to be employed all promotional services and personnel which, in Landlord's judgment, are necessary to administer such fund and such promotional activities, and such personnel shall be under the exclusive control and supervision of Landlord who shall have the sole authority to employ and discharge such personnel. ~~The Promotional Fund may also be used to defray the cost of administration of the Promotional Fund and such advertising programs including, without limitation, the salary of the promotion and advertising director and related administrative personnel, rent and insurance.~~ Landlord shall have no obligation to expend in such programs any funds in excess of annual sums contributed to the Promotional Fund by the tenants of the Center, or to expend all funds contributed in the lease year in which such funds are received. Any funds carried over to a subsequent lease year shall not reduce or otherwise affect the amount due by Tenant under this Lease for such subsequent lease year.

SECTION 10.3 Merchants' Association. In lieu of the Promotional Fund, Landlord shall have the right and option to form a Merchants' Association and adopt By-laws therefor. ~~In such event, Tenant shall become a member of the Merchants' Association and shall comply with the provisions of Exhibit G, attached hereto and made a part hereof. Upon the exercise of such option, Sections 10.1 and 10.2 shall become null and void, provided, however, Landlord shall have the right at any later time to reconvert the Merchants' Association to the Promotional Fund, in which event Sections 10.1 and 10.2 shall again be in full force and effect.~~

~~SECTION 10.4 Advertising. In addition to, and not in lieu of the Promotional Charge, Tenant agrees to advertise Tenant's business in the premises in special Center publications sponsored by Landlord for advertising by merchants of the Center, and in connection therewith, Tenant agrees to purchase, not less than _____ (__) times during each calendar year, advertising space in said publications in each instance of a minimum of _____ (___) tabloid size page or _____ (___) column inches. If Tenant shall refuse or neglect to timely submit its copy of such advertising, Landlord, at its election, shall have the right (but not the obligation) to submit copy consisting of Tenant's trade name and address to the printer for inclusion in such printed advertising media on behalf of and for the account of Tenant, and to pay for the same, and in such event, Tenant agrees to reimburse and pay Landlord upon demand all sums so expended. Landlord may require that Tenant purchase advertising space in the advertisement for any special promotions in the Center as one of the required purchases of advertising space.~~

ARTICLE XI
SIGNS

SECTION 11.1 Landlord's Approval. Tenant shall not erect or maintain any sign, awning, canopy, advertisement, notice, lettering or decoration ("Sign") 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 submitting to Landlord a plan or sketch of the proposed Sign and without first obtaining Landlord's written approval thereof, such approval not to be granted unless, inter alia, the proposed Sign conforms with the Center Agreements and the general regulations regarding Signs which may be promulgated from time to time by Landlord for the Center as to size, style, location and design. Any permitted Sign shall at all times comply with the requirements of Exhibit H, attached hereto and made a part hereof and may include the words "Oreck Vacuum Cleaners," "Oreck," "Oreck Vacuums," "Oreck Floor Care Centers," or simply the word "Vacuums." All signs shall comply with the applicable ordinances or other governmental restrictions.

SECTION 11.2 Permits. Tenant, at Tenant's sole expense, shall obtain all permits and approvals required in connection with such Signs, and shall comply with all laws, statutes, ordinances, orders, rules and regulations of governmental authorities relative to the erection, location, size, type of material, appearance, maintenance and repair of such Signs.

SECTION 11.3 Maintenance and Removal. Tenant shall maintain such Signs as may be approved in good condition and repair at all times. Tenant shall remove such Signs at the expiration or earlier termination of the Lease and shall restore the premises to the premises' condition prior to the erection of such Signs.

ARTICLE XII
INSPECTION OF PREMISES AND ACCESS THERETO

SECTION 12.1 Inspection of Premises; Repairs. Landlord reserves the right at all reasonable times, by itself or its duly authorized agents, to go upon, ~~by force if necessary;~~ and inspect the premises and, at Landlord's option, to make repairs, alterations and additions to the premises or the building of which the premises are a part, provided, however, that nothing herein contained shall be deemed or construed as an obligation of Landlord to undertake or effect any such repairs, alterations or additions other than as herein specifically set forth, and any performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

SECTION 12.2 Displaying "For Sale" and "For Rent" Signs. Landlord reserves the right to display a "For Sale" sign at any time, and, after notice from either party of intention to terminate this Lease, or at any time within ~~one nine (1-9) year~~ six (6) months prior to the expiration of this Lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs, and all of said signs shall be placed upon said part of the premises as Landlord shall require, except on door or doors leading into the premises. Prospective purchasers or tenants authorized by Landlord may inspect the premises at reasonable hours at any time.

ARTICLE XIII
INDEMNIFICATION

SECTION 13.1 Indemnification. Tenant shall indemnify, defend and save harmless Landlord from suits, actions, damages, liabilities and expenses (including court costs and reasonable attorney's fees) arising out of any occurrence in, at or adjacent to the premises or the occupancy or use by Tenant of the premises, or caused wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, except to the extent such claims, liability, defects or damages were caused in whole or in part by the negligence of Landlord or Landlord's agents, servants or employees.

SECTION 13.2 Occupancy at Tenant's Risk. ~~Whether or not such~~ Except to the extent such claims, liability, defects or any other of the following were caused in whole or in part by the negligence of Landlord or Landlord's agents, servants or employees, (i) Tenant shall store its property in, and shall use and occupy the premises and use all other portions of the Center at its own risk, and hereby releases Landlord from all claims of every kind relating to loss of life, personal or bodily injury or property damage; (ii) Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or to Tenant's business; (iii) Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying adjacent, connecting or adjoining premises; and (iv) Landlord shall not be responsible or liable for any defect, latent or otherwise, in the premises or in any other building in the Center or in any of the equipment, machinery, utilities, appliances or apparatus therein.

SECTION 13.3 Release of Liability. ~~Whether or not such~~ Except to the extent such claims, loss or damage were caused in whole or in part by the negligence of Landlord or Landlord's agents, servants or employees, Landlord shall not be liable for, and Tenant waives all claims for, loss or damage to Tenant's business or damage to person or property sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the premises, the building or buildings of which it is a part, or any other part of the Center, including, but not limited to, claims for damage resulting from: (i) any equipment or appurtenances being out of repair; (ii) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or the installation thereof, gas, water and steam pipes, stairs, porches, railings or walks; (iii) fire, explosion, collapse or broken glass; (iv) the backing up of any sewer pipe or downspout; (v) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the premises, or any other building or buildings in the Center; (vi) the escape of steam or hot water; (vii) water, snow, or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, show windows, walks or any other place upon or near the premises, or any other building or buildings in the Center, or otherwise; (viii) the falling of any fixture, plaster, tile or stucco; and (ix) any act, omission or negligence of other tenants, licensees or of any other persons or occupants of any building in the Center or of adjoining or contiguous buildings, or of owners of adjacent or contiguous property, or the public.

SECTION 13.4 Litigation Involving Landlord. ~~Whether or not~~ Except to the extent caused in whole or in part by the negligence of Landlord or the Landlord's agents, servants or employees, in the event that Landlord shall be made a party to any litigation commenced by or against Tenant, Tenant shall indemnify, defend and hold Landlord harmless from and against any liability arising therefrom, and shall pay all costs, expenses and reasonable attorneys' fees in connection therewith.

ARTICLE XIV
INSURANCE

SECTION 14.1 Required Coverages. Tenant, at Tenant's sole expense, shall obtain and maintain in full force and effect during the term of this Lease, the following policies of insurance:

(i) Fire and extended coverage, vandalism and malicious mischief insurance covering all of Tenant's stock in trade, fixtures, furniture, furnishings, removable floor coverings, trade equipment, signs, and all other improvements and decorations placed by Tenant in or upon the premises, to the extent of 100% of their full insurable value and replacement cost without deduction for depreciation;

(ii) Commercial general liability insurance on an occurrence basis with minimum limits of liability in an amount of not less than $1,000,000.00 for bodily injury, personal injury or death to any one person, not less than $3,000,000.00 for bodily injury, personal injury or death to more than one person and not less than $250,000.00 with respect to damage to property including water damage and sprinkler leakage legal liability; Notwithstanding anything to the contrary contained herein, so long as Tenant maintains an umbrella policy encompassing all the aforesaid in the amount of at least ~~$25,000,000.00~~ 15,000,000.00 Landlord shall waive the ~~$3,000,000.00~~ coverage and accept coverage of not less than $2,000,000.00 for bodily injury or personal injury or death to more than one person.

(iii) Steam boiler, air conditioning and machinery insurance to the limit of $300,000.00 with respect to any one accident, if there is a boiler or pressure object or other similar equipment installed by Tenant in the premises;

(iv) Plate glass ~~insurance covering all plate glass in the premises,~~ shall be self insured;

(v) Business interruption insurance in such amount as Landlord may reasonably require or approve but in no event less than one full year's minimum rent and all other charges payable hereunder;

(vi) Such other types of insurance and such additional amounts of insurance as, in Landlord's judgment, are necessitated by good business practice.

SECTION 14.2 Designated Insureds; Endorsements; Evidence of Insurance. All insurance policies to be obtained by Tenant hereunder shall be in the name of ~~Landlord and~~ Tenant and Landlord as additional insured, as their respective interests may appear, together with such other party or parties as may be designated by Landlord, including, without limitation, Landlord's mortgagees, as their interests may appear. All such policies of insurance shall be issued by financially responsible companies, acceptable to Landlord, which approval shall not be unreasonably withheld so long as the company is rated B+ or better by A.M. Best, authorized to issue such policies, and licensed to do business in the state where the Center is located, and shall provide that any such insurance shall not be subject to cancellation, termination or change except after thirty (30) days' prior written notice by registered or certified mail to Landlord and such party or parties as may be designated by Landlord (collectively "Landlord's Group") by the insurance company. All commercial general liability and property damage policies of Tenant shall contain an endorsement that Landlord's Group, although named as additional insureds, shall nevertheless be entitled to recover under said policies for any loss or damage occasioned to them, their servants, agents and employees by reason of the negligence of Tenant. All policies of Tenant shall contain a provision substantially as follows: "The insurance afforded by this policy for more than one named additional insured shall not operate to increase the limits of the company's liability, but otherwise shall not operate to limit or void the coverage of any one named additional insured as respects claims against the same name insured by any other ~~named~~ additional insured or the employees of such other ~~named~~ additional insured". The original policy or policies, or duly executed current certificates of insurance ~~for the same, together with satisfactory evidence of payment of the premium thereof~~ shall be delivered to Landlord's Group upon the execution of this Lease, and upon renewals of such policies, not less than fifteen (15) days prior to the expiration of the term of any such coverage.

SECTION 14.3 Subrogation. In the event the premises or its contents are damaged or destroyed by fire or other insured casualty, (a) Landlord, to the extent of the coverage of Landlord's policies of fire insurance with extended coverage endorsements, hereby waives its rights, if any, against Tenant with respect to such damage or destruction, even if said fire or other casualty shall have been caused, in whole or in part, by the negligence of Tenant, its agents, servants or employees, and (b) Tenant, to the extent of the coverage of Tenant's policies of fire insurance with extended coverage endorsements, hereby waives its rights, if any, against Landlord with respect to such damage or destruction, even if said fire or other casualty shall have been caused, in whole or in part, by the negligence of Landlord, its agents, servants or employees; provided, however, such waivers of subrogation shall only be effective with respect to loss or damage occurring during such time as Landlord's or Tenant's policies of fire insurance with extended coverage endorsements (as the case may be) shall contain a clause or endorsement providing in substance that the aforesaid waiver of subrogation shall not prejudice the type and amount of coverage under such policies or the right of Landlord or Tenant (as the case may be) to recover thereunder. If, at any time, Landlord's or Tenant's insurance carrier refuses to write insurance which contains a consent to the foregoing waiver of subrogation, Landlord or Tenant, as the case may be, shall notify the other party thereof in writing, and upon the giving of such notice, the provisions of this Section 14.3 shall be null and void as to any casualty which occurs after such notice. If Landlord's or Tenant's insurance carrier shall make a charge for the incorporation of the aforesaid waiver of subrogation in its policies, then the party requesting the waiver shall promptly pay such reasonable charge to the other party, upon demand. In the event the party requesting the waiver fails to pay such charge upon demand, the other party shall be released of its obligation to supply such waiver.

SECTION 14.4 No Injurious Acts. Tenant shall not do or keep anything in or about the premises which will violate the provisions of Landlord's insurance policies, or which will adversely affect Landlord's fire or liability insurance premium rating or which will prevent Landlord from procuring and maintaining such policies in companies acceptable to Landlord. If anything is done, omitted to be done or kept by Tenant in or about the premises which

causes the rate of any insurance on the premises or other property of Landlord in companies acceptable to Landlord to be increased, Tenant will pay the amount of such increase promptly upon Landlord's demand.

SECTION 14.5 Failure to Maintain Required Coverage. In the event that Tenant shall fail to obtain or maintain in full force and effect the insurance policies and coverages required of it hereunder, Landlord may obtain such insurance or coverage, pay the premiums thereon, and take such other steps as may be necessary to meet the requirements of this Article and upon demand, obtain reimbursement of the costs so expended from Tenant. ~~or Landlord may, after ten (10) days prior written notice at its sole option, terminate this Lease upon effective thirty (30) days after receipt of written notice.~~

ARTICLE XV
TRADE FIXTURES

SECTION 15.1 Title to Property and Removal. All trade fixtures installed by Tenant in the premises shall remain the property of Tenant and shall be removable at the expiration or earlier termination of this Lease; provided Tenant shall not at such time be in default under this Lease; and provided further, that in the event of such removal, Tenant shall repair any damage caused by the installation and/or removal of such trade fixtures. Any such trade fixture not removed at or prior to such termination shall be and become the property of Landlord. Lighting fixtures and air conditioning equipment, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease and shall become the property of Landlord.

SECTION 15.2 Failure to Remove. In the event that, at the expiration or earlier termination of this Lease, Tenant fails to remove any trade fixtures installed by Tenant, then Landlord may remove such fixtures and recover all costs incidental to such removal from Tenant, and Landlord may dispose of such fixtures in any manner Landlord deems fit without the necessity of accounting to Tenant for the proceeds of same.

ARTICLE XVI
ASSIGNMENT AND SUBLETTING

SECTION 16.1 Landlord's Consent. Tenant shall not voluntarily, involuntarily or by operation of law assign, mortgage, pledge or encumber (collectively "assignment") this Lease, in whole or in part, or sublet the whole or any part of the premises, or permit the use or occupancy of the whole or any part of the premises by others, including, without limitation, the operation of all or any part of the premises by a licensee or concessionaire, without first obtaining in each and every instance the prior written consent of Landlord. ~~which consent shall not be unreasonably withheld so long as (i) Tenant has not been in default under the Lease after notice and opportunity to cure in accordance with the Lease, (ii) the guarantee of Oreck Corporation remains in full force and effect, and (iii) the proposed assignee agrees to be bound by all the terms and conditions of the Lease.~~ Any consent by Landlord to an assignment or subletting or use or occupancy by others shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting or use or occupancy by others. If this Lease or any interest herein be assigned or if the premises or any part thereof be sublet or used or occupied by anyone other than Tenant with Landlord's prior written consent, Tenant shall pay to Landlord monthly the excess of the consideration received or to be received during such month for such assignment, sublease, or occupancy (whether or not denoted as rent) over the rent reserved for such month in this Lease applicable to such portion of the premises so assigned, sublet or occupied. If this Lease or any interest of Tenant herein be assigned or if the whole or any part of the premises be sublet or used or occupied by others, after having obtained Landlord's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant and Tenant shall not be released therefrom in any manner. Whether or not Landlord consents to any proposed assignment, subletting or occupancy, Tenant shall reimburse Landlord, upon Landlord's demand, for all legal, administrative and other fees incurred by Landlord in connection therewith.

SECTION 16.2 Transfers of Corporate and Partnership Interests. If Tenant is a corporation, the transfer at any time during the term of this Lease of part or all of the corporate shares of Tenant, or of a parent corporation of which Tenant is a direct or indirect subsidiary, which results, either individually or cumulatively, in a change in the effective voting control of Tenant or of such parent corporation shall constitute a prohibited assignment of this Lease; provided however, that this provision shall not apply in the event that over fifty percent (50%) of the voting power of the Tenant corporation or of such parent corporation is held by fifty (50) or more unrelated shareholders. If Tenant is a partnership, and if at any time during the term of this Lease any person who at the time of the execution of this Lease owns a general partner's interest ceases to own such general partner's interest, such cessation of ownership shall constitute a prohibited assignment of this Lease.

Notwithstanding anything to the contrary contained in this Lease including but not limited to Paragraphs 16.1 and 16.2 of the Lease, so long as (1) Tenant is not in default under the Lease after notice and opportunity to cure, (2) assignee or sublessee agrees in writing to be bound by all the terms and conditions of this Lease and (3) Oreck Home Care, L.L.C. remains primarily liable throughout the term and any option terms, the following shall be permitted:

(i) Tenant may assign this Lease or sublet the entire premises to a wholly owned subsidiary of Tenant or of Oreck Corporation or to an entity in which David Oreck has the controlling interest,

(ii) Tenant may assign this Lease or sublet the premises provided such is made in connection with either (a) Tenant's assignment or the transfer of all of Tenant's other similar interests or (b) the transfer of the ownership of Tenant as part of a sale or merger of Oreck Corporation.

(iii) Tenant may assign this Lease to any licensee of Oreck Corporation or its wholly owned subsidiaries who has complied, without exception, to all of Oreck's then applicable standard licensee criteria.

ARTICLE XVII
SUBORDINATION AND ATTORNMENT

SECTION 17.1 Mortgages. This Lease and the Tenant's interest hereunder shall be subject and subordinate at all times to any and all mortgages, deeds of trust, ground leases pursuant to which Landlord has derived Landlord's interest in the Center and other security instruments, including all renewals, extensions, consolidations, assignments and refinancings of the same (collectively "Mortgage") as well as all advances made upon the security thereof, which now or hereafter become liens upon the Landlord's interest in the premises, and/or any and all of the buildings now or hereafter erected in the Center, and/or any and all of the land now or hereafter comprising the Center. In case Landlord's interest under the Mortgage shall terminate for any reason and if the holder of any such Mortgage ("Mortgagee") or if the grantee of a deed in lieu of foreclosure, or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any such Mortgage shall at its sole option so request, Tenant shall attorn in a reasonable manner to, and recognize such Mortgagee, grantee or purchaser, as the case may be, as Landlord under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, **provided that so long as Tenant is not in default after notice and opportunity to cure in accordance with the Lease, such mortgagee, grantee or purchaser agrees to recognize Tenant's rights including Tenant's right to undisturbed possession of the premises.** The aforesaid provisions shall be self operative and no further instrument or document shall be necessary unless required by any such Mortgagee, grantee or purchaser. Notwithstanding anything to the contrary set forth above, any Mortgagee may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by execution of a written document subordinating such Mortgage to this Lease, and thereupon this Lease shall be deemed prior to such Mortgage.

SECTION 17.2 Center Agreements. This Lease and Tenant's interest hereunder shall be subject and subordinate to, and Tenant shall comply with and observe, any and all utility easements or grants, construction, operating and reciprocal easement agreements and any other development and operating agreements which may now or hereafter affect all or any portion of the Center (collectively "Center Agreements").

SECTION 17.3 Execution of Documents. Tenant agrees to execute such reasonable documents as may be required by Landlord or any such Mortgagee, grantee or purchaser for the purpose of confirming such subordination or attornment **within ten (10) days after receipt. Failure to do so within the aforesaid period constitutes a default under the Lease subject to all Landlord's default remedies pursuant to Article XXII, Default.** ~~In the event Tenant fails to execute such documents within ten twenty (10 20) days after a written request therefor shall have been forwarded to Tenant by Landlord, then Tenant shall be deemed to have appointed Landlord, and Landlord shall thereupon be regarded as the irrevocable attorney-in-fact of the Tenant, duly authorized to execute and deliver the required documents for and on behalf of Tenant. Said power of attorney shall be coupled with an interest.~~

ARTICLE XVIII
LANDLORD'S FINANCING

~~SECTION 18.1 Landlord's Financing. Landlord shall have no obligation to proceed with the construction of the premises unless and until financing acceptable to Landlord is obtained. Should such financing not be obtained within one year after the date of this Lease, Landlord may terminate this Lease upon written notice to Tenant. If Landlord's mortgagee shall require modifications of any of the terms of this Lease as a condition of such financing, Landlord shall have the right to terminate this Lease if Tenant does not approve such modifications within ten (10) days after Landlord's request, which request may not be made after delivery of possession of the premises to Tenant. Tenant shall not withhold its approval provided that such modifications do not increase the monetary obligations of Tenant hereunder or materially adversely affect the rights of Tenant hereunder. Within ten (10) days after Landlord's request, which request may not be made after delivery of possession of the premises to Tenant, Tenant shall deliver to Landlord financial statements of Tenant and its guarantor(s), in form acceptable to Landlord. If said statements are not acceptable for the purposes of the aforesaid financing, Landlord shall have the right to terminate this Lease upon written notice to Tenant.~~

ARTICLE XIX
SURRENDER AND HOLDOVER

SECTION 19.1 Tenant's Obligation to Surrender Premises. Tenant, upon expiration or earlier termination of this Lease, shall peaceably surrender to Landlord the premises in broom-clean condition and in good repair as required by the terms of this Lease subject to reasonable wear and tear. Tenant shall surrender all keys for the premises to Landlord. Tenant shall remove all trade fixtures before surrendering the premises as aforesaid and shall repair any damage to the premises caused thereby.

SECTION 19.2 Consensual Holdover. In the event Tenant shall remain in possession of the premises with Landlord's consent but without having executed a new lease or an extension or renewal of the within lease, then Tenant shall be deemed to be in occupancy and possession of the premises as a tenant from month to month, subject to all the other terms and conditions of this lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover, either party may terminate said occupancy at the end of any one month period following the expiration date of the term of this lease upon at least thirty (30) days' written notice to the other party.

SECTION 19.3 Tenant's Liability for Failure to Surrender. If Tenant fails to so surrender the premises upon the expiration or earlier termination of this Lease, ~~for a period of more than thirty (30) days, then~~ Tenant shall pay, for the period Tenant retains possession of the premises, an amount equal to twice 150% the minimum rent,

percentage rent and other charges payable immediately prior to the expiration or earlier termination of the Lease, and Tenant shall indemnify, defend and hold Landlord harmless from loss or liability resulting from such failure including, without limitation, any claims made by any succeeding tenant founded on such failure. Nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the premises beyond the expiration or termination of this Lease or any extension or renewal hereof.

ARTICLE XX
DAMAGE OR DESTRUCTION OF PREMISES

SECTION 20.1 Total or Partial Destruction. If the premises shall be damaged by fire or other casualty covered by Landlord's policies of fire and broad form extended coverage insurance but are not thereby rendered untenantable in whole or in part, Landlord shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenantable in whole or in part, Landlord shall at its own expense cause the damage to be repaired and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenantable until Landlord has restored the premises. If the premises shall be damaged or destroyed by a fire or casualty not covered by Landlord's policies of fire and broad form extended coverage insurance and the Landlord decides not to repair and restore the premises, Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to Landlord or Tenant within ~~ninety (90)~~ sixty (60) days from and after the occurrence of such damage or destruction, to elect to terminate this Lease. Notwithstanding the previous terms of this Section 20.1 to the contrary, Landlord or Tenant shall have the right, to be exercised by notice in writing, delivered to Landlord or Tenant within thirty (30) days after any occurrence which renders the premises wholly or partially untenantable, to terminate this Lease if (a) said destruction of the premises occurs within the last two (2) years of the original term or the last two (2) years of any renewal term hereof, or (b) the Landlord's mortgagee requires Landlord to pay said mortgagee all or a portion of the insurance proceeds and the remainder of such proceeds is not sufficient to repair the damages to the premises. In any of said events, the termination shall take effect thirty (30) days after the receipt of such notice by Tenant and the rent and other charges shall be payable through such date. In no event shall Landlord be obligated to expend for any repairs or reconstruction in an amount in excess of the insurance proceeds recovered by it and allocable to the damage of the premises after deduction therefrom of any amounts required to be paid to Landlord's mortgagee. Landlord shall not be liable for delays occasioned by adjustment of losses with insurance carriers or by any other cause so long as Landlord shall proceed in good faith. ~~Nothing in this section shall be construed to permit the abatement in whole or in part of the percentage rent, and the calculation of percentage rent shall be governed solely by the provisions herein set forth.~~ If Landlord is required to repair or reconstruct the premises pursuant to the provisions of this Section, Landlord's obligation shall be limited to the construction required to be performed by Landlord pursuant to Exhibit E. Tenant, at Tenant's expense, shall submit to Landlord for Landlord's approval, plans and specifications for all other work not required to be done by Landlord and upon approval of such plans and specifications and, within fifteen (15) days after the Tenant has been notified that the Landlord has completed its work on the premises, Tenant shall re-enter the premises and therein diligently pursue to completion such work at Tenant's expense and thereafter commence doing business all in accordance with the provisions of this Lease upon such completion.

SECTION 20.2 Partial Destruction of Center. Notwithstanding anything in this Lease to the contrary, in the event that more than fifty percent (50%) of the gross leasable area of the Center shall be damaged or destroyed by fire or other cause, notwithstanding that the premises may be unaffected by such fire or other cause, Landlord or Tenant shall have the right, to be exercised by notice in writing delivered to Landlord or Tenant within sixty (60) days after said occurrence, to terminate this Lease. Upon the giving of such notice, the term of this Lease shall expire fifteen (15) days after such notice is given, the rent and other charges shall be payable through such date, and Tenant shall vacate the premises and surrender the same to Landlord.

SECTION 20.3 Notice by Tenant. Tenant shall immediately notify Landlord of any damage by fire or other casualty to the premises or to the Center, or any potential liability claim observed in the Center.

ARTICLE XXI
EMINENT DOMAIN

SECTION 21.1 Total Condemnation. If the whole of the premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof, then the term of this Lease shall terminate as of the date of which possession of the premises is required to be surrendered to the condemning authority, all rent and other charges shall be paid up to that date, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease.

SECTION 21.2 Partial Condemnation. If ~~any part of the premises~~ more than fifteen (15%) percent of the floor area of the premises shall be so taken or conveyed, and in the event that such partial taking or conveyance shall render the premises unsuitable for the business of Tenant, as determined by Landlord in its sole discretion, then the term of this Lease shall terminate as of the date on which possession of the premises is required to be surrendered to the condemning authority, all rent and other charges shall be paid up to that date, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease. In the event of a partial taking or conveyance which is not extensive enough to render the premises unsuitable for the business of Tenant, then Landlord shall promptly restore the premises to the extent of condemnation proceeds available for such purpose to a condition as comparable as possible to their condition at the time of such condemnation less the portion lost in the taking, Tenant shall promptly make all necessary repairs, restoration and alterations of Tenant's fixtures, equipment and furnishings and shall promptly re-enter the premises and commence doing business in accordance with the provisions of this Lease and this Lease shall continue in full force and effect. In such event, the fixed minimum rent shall be reduced in the same proportion that the floor area of the premises so taken or conveyed bears

to the floor area of the premises immediately prior to such taking or conveyance, such reduction commencing as of the date Tenant is required to surrender possession of such portion. ~~Nothing in this section shall be construed to permit the abatement in whole or in part of the percentage rent, and the calculation of percentage rent shall be governed solely by the provisions herein set forth.~~ For purposes of determining the amount of funds available for restoration of the premises from the condemnation award, said amount shall be deemed to be that part of the award which remains after payment of Landlord's reasonable expenses incurred in recovering same and any amounts due to any mortgagee of Landlord, and which represents a portion of the total sum so available (excluding any award or other compensation for land) which is equitably allocable to the premises.

SECTION 21.3 Partial Condemnation of Center. If (a) more than ten percent (10%) of the floor area of the building of which the premises form a part or more than ten percent (10%) of the leasable floor area of the Center or more than ten percent (10%) of the Common Areas shall be so taken or conveyed, or (b) any part of the parking area in the Center shall be so taken or conveyed and if, as the result of such partial taking or conveyance of the parking area, the size, layout or location of the remaining parking facilities shall violate the requirements of the applicable zoning or similar laws, then Landlord **or Tenant** shall have the right to terminate this Lease **by written notice** as of the date on which possession of the property is required to be surrendered to the condemning authority, and all rent and other charges shall be paid up to that date. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease or any leasehold improvements.

SECTION 21.4 Landlord's Damages. In the event of any taking or conveyance as herein provided, Tenant shall not be entitled to any part of the award for such taking or conveyance, and Landlord and any mortgagee of Landlord shall receive the full amount of such award as their respective interests may appear. Tenant expressly waives any right or claim to any part thereof and assigns to Landlord any such right or claim to which Tenant might become entitled.

SECTION 21.5 Tenant's Damages. Although all damages in the event of any condemnation shall belong to Landlord and any mortgagee of Landlord, Tenant shall have the right, to the extent that same shall not diminish Landlord's or such mortgagee's award, to claim and recover from the condemning authority, but not from Landlord or such mortgagee, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right for or on account of, and limited solely to, any cost to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XXII
TENANT'S DEFAULT

SECTION 22.1 Events of Default. Each of the following shall constitute an Event of Default ("Event of Default"):

(a) Tenant defaults in the payment of any installment of fixed minimum rent, on any day upon which the same shall be due and payable **after receipt of ten (10) days written notice in accordance with the notice provision of this Lease that same is due from Landlord**; or

(b) Tenant defaults in the payment of any installment of, or on account of, ~~percentage rent,~~ Tax Rent, Tenant's share of Operating Costs, Promotional Charge, or any other charge or payment due or payable by Tenant under this Lease on any day upon which the same shall be due and payable **after receipt of ten (10) days written notice in accordance with the notice provision of this Lease that same is due from Landlord**; or

(c) Tenant defaults in the performance of any obligation, covenant or agreement of Tenant to be performed or observed under this Lease, other than those specifically set forth elsewhere in this Section 22.1, and such default continues and is not cured by Tenant within twenty (20) days after Landlord has given to Tenant a notice specifying the same, or, in the case of a default which cannot with due diligence be cured within a period of twenty (20) days and the continuance of which for the period required for cure will not subject Landlord to the risk of criminal liability or termination of any superior lease or foreclosure of any mortgage, if Tenant does not in good faith duly institute within such twenty (20) day period all steps necessary to cure the same and promptly and diligently prosecute to completion such cure within forty-five (45) days after said Landlord's notice, provided however, that in the event there are monetary defaults under this Section 22.1(c) on two three occasions within any twelve (12) month period, then irregardless of whether said defaults shall have been cured within the applicable period set forth above, any further default under this Section 22.1(c) within any twelve (12) month period shall be deemed a "Deliberate Event of Default". In the event of a Deliberate Event of Default, Landlord, ~~without giving Tenant any notice or opportunity to cure such default,~~ **after having given Tenant** ~~five (5)~~ **ten (10) days prior written notice of its intention to do so,** may exercise all of Landlord's rights under this Lease, at law, in equity or otherwise; or

(d) Tenant defaults in the performance of any obligation, covenant or agreement of Tenant to be performed or observed under any other agreement between Landlord and Tenant; or

(e) Tenant fails to assume occupancy of the premises, to open its business or to operate its business in the premises pursuant to the provision of this Lease, or Tenant abandons the premises, whether the premises are vacant or not, or Tenant permits the premises to be vacant; or

(f) Tenant removes, attempts to remove or expresses or displays any intention to remove any of the goods or property in the premises other than in the ordinary and usual course of business; or

(g) Any execution or attachment is issued against Tenant or any of Tenant's property and is not discharged or vacated within ten (10) days after the issuance thereof; or

(h) Tenant is in breach of the terms of Article XVI of this Lease; or

(i) ~~Tenant or any guarantor of~~ Tenant makes an assignment for the benefit of creditors or becomes a party or subject to any liquidation or dissolution action or proceeding, or the institution of any bankruptcy, reorganization, insolvency or other proceeding for the relief of financially distressed debtors with respect to Tenant ~~or said guarantor~~, or a receiver, liquidator, custodian or trustee being appointed for Tenant ~~or said guarantor~~ or a substantial part of Tenant's or ~~said guarantor's assets~~ and, if any of the same occur involuntarily, the same is not dismissed or discharged within 30 days; or the entry of an order or relief against Tenant ~~or said guarantor~~ under Title II of the United States Code entitled "Bankruptcy"; or Tenant ~~or said guarantor~~ taking any action to effect, or which indicates Tenant's ~~or said guarantor's~~ acquiescence in, any of the foregoing.

ARTICLE XXIII
REMEDIES OF LANDLORD UPON TENANT'S DEFAULT

SECTION 23.1 Right to Re-Enter. Upon the occurrence of an Event of Default **and lapse of all applicable notice periods**, Landlord may terminate all services (including, without limitation, the furnishing of utilities) and may re-enter the premises, ~~either by force or otherwise, and/or~~ by summary proceeding or otherwise lawful recourse, and may remove all persons and property from the premises, using as much force as necessary, and such property may be removed and stored in public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Landlord, without further demand or notice, may proceed to distress and sale of the goods there found and to levy the rent and all other charges herein, and Tenant shall pay all costs and officers' commissions, including watchmen's wage, and further including a sum equal to five percent (5%) of the amount of the levy chargeable as commissions to the constable or other person making the levy and, in such cases, all costs, officers' commissions and other charges shall immediately attach and become a part of the claim of Landlord for rent, and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of Landlord.

SECTION 23.2 Right to Relet; Damages for Breach. Should Landlord elect to re-enter the premises as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; Landlord may make such alterations and repairs as Landlord deems necessary in order to relet the premises; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first, to the payment of any costs and expenses of such reletting, including brokerage fees, attorneys' fees and costs of such alterations and repairs; second, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rents received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this lease for such previous breach.

SECTION 23.3 Right to Terminate. Upon the occurrence of an ~~uncured~~ Event of Default ~~after receipt of fifteen (15) days prior written notice in accordance with the notice provision of this Lease~~, Landlord may give Tenant a notice of intention to end the term of this Lease at the expiration of ~~five~~ twenty (5 20) days from the service of such notice of intention, and upon the expiration of said ~~five~~ twenty (520) day period, this Lease (whether or not the term hereof shall theretofore have commenced), as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire and become void (except as to Tenant's liability) in the same manner and with the same force and effect as if the date fixed in such notice were the date herein originally specified for the expiration of the term hereof; and Tenant shall then immediately quit and surrender to Landlord the premises, and Landlord may enter into and repossess the premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon, without being liable to indictment, prosecution or damage therefor. Tenant shall not have the right to prevent said termination by payment of any sum due or the performance of any other obligations under the Lease.

SECTION 23.4 Additional Remedies. Upon the occurrence of an Event of Default ~~after receipt of fifteen (15) days prior written notice in accordance with the notice provision of this Lease~~, Tenant shall pay Landlord, at Landlord's option, upon demand, an amount equal to the sum of (a) the aggregate of the fixed minimum rent reserved for the balance of the term of this Lease, and ~~(b) the annual average of the percentage rent payable hereunder for the three (3) lease years immediately preceding (or for the entire preceding portion of the term of this Lease, if less than three (3) lease years) and~~ the annual average of the Tax Rent, Promotional Charge, Tenant's share of Operating Costs, Tenant's utility charges and other charges payable in the lease year immediately preceding the Event of Default (collectively "Annual Lease Payments") multiplied by the number of years and fraction of a year then constituting the unexpired term or portion thereof, with (a) and (b) then discounted at the rate of five percent (5%) per annum to present worth, minus the fair and reasonable net rental value of the premises for said unexpired term or portion, also discounted at the rate of five percent (5%) per annum to present worth. Alternatively, upon the occurrence of an Event of Default, Tenant shall pay Landlord, at Landlord's option, for each month of the period

which would otherwise have constituted the balance of the term, the excess, if any, of (a) the sum of (i) the fixed minimum rent for such month and (ii) one twelfth (1/12th) of the Annual Lease Payments over (d) the net amount, if any, of the rents actually collected on account of the leasing of the premises for such month. In computing such damages, there shall be added to the said deficiency such expenses as Landlord may incur in connection with reletting, including, without limitation, court costs, attorney's fees, brokerage fees, management fees, repair costs and costs of preparing the premises for reletting. The damages in the second sentence of this Section 23.4 shall be paid in monthly installments by Tenant on the day specified in this Lease for the payment of fixed minimum rent and any action brought to collect the amount of deficiency for any month shall not prejudice in any way either the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding, or the rights of Landlord to elect to collect damages in accordance with the first sentence of this Section 23.4. Landlord shall not be liable, and Tenant shall not be released from any liability, due to Landlord's failure or refusal to relet the premises or, in the event that the premises are relet, due to Landlord's failure or refusal to collect the rent thereof under such reletting.

SECTION 23.5 Acceleration of Rent. Upon the occurrence of an Event of Default after receipt of fifteen (15) days prior written notice in accordance with the notice provision of this Lease and lapse of applicable notice periods, the entire rent and all other sums payable hereunder for the balance of the term shall immediately become due and payable as if by terms of this lease they were payable in advance, and Landlord may immediately proceed to distrain, collect, confess judgment or bring action for said rent and other sums, as being in arrears, or may enter judgment therefor by confession as herein provided for in case of rent and other sums in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent and other sums, or Landlord may institute any other proceedings to enforce payment thereof.

For the purposes of this Section 23.5, the rent and all other sums payable hereunder for the balance of the term shall be deemed to be the sum of (a) the aggregate of the fixed minimum rent reserved for the balance of the term of this Lease and (b) the Annual Lease Payments multiplied by the number of years and fraction of a year then constituting the unexpired term of this Lease.

SECTION 23.6 Confession of Judgment. ~~THE FOLLOWING PARAGRAPHS SET FORTH WARRANTS OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENTS AGAINST TENANT OR TO SIGN AND FILE AN ANSWER ON TENANT'S BEHALF FOR ANY SUMS DUE UNDER THIS LEASE OR FOR POSSESSION OF THE PREMISES. IN GRANTING THESE WARRANTS OF ATTORNEY TO CONFESS JUDGMENTS AGAINST TENANT AND TO SIGN AND FILE AN ANSWER ON TENANT'S BEHALF; TENANT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF TENANT, UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TENANT HAS OR MAY HAVE WITH RESPECT TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE IN WHICH THE CENTER IS LOCATED.~~

~~(a) Upon the occurrence of an Event of Default, if such breach shall not be fully remedied within fifteen (15) days from the date of occurrence thereof and further after fifteen (15) additional days written notice to Tenant delivered in accordance with the Lease, Tenant hereby empowers any Prothonotary or attorney of any court of record to appear for Tenant in any and all actions which may be brought for rent and/or any other sums due under this Lease by Tenant, to (i) confess judgment against Tenant for all or any part of such rent and/or other sums due under this Lease by Tenant (including, at Landlord's option, the rent and/or other sums for the entire balance of the term of this Lease), together with interest, costs and an attorneys' commission of five percent (5%), and/or (ii) sign and file for Tenant an answer in response to any action instituted by Landlord against Tenant in any competent Court for the recovery of all or any part of such rent and/or other sums due under this Lease by Tenant, together with interest, costs and an attorneys' commission of five percent (5%), wherein Tenant admits all allegations set forth in such action (for either of which this Lease or a true and correct copy hereof shall be a sufficient warrant). Such authority shall not be exhausted by one exercise thereof, but Landlord may confess judgment or sign and file an answer for Tenant as aforesaid from time to time and as often as there is an occurrence of an Event of Default by Tenant under this Lease, and such powers may be exercised after the expiration or termination of this Lease.~~

~~(b) Upon the occurrence of an Event of Default, if such breach shall not be fully remedied within fifteen (15) days from the date of occurrence thereof and further after fifteen (15) additional days written notice to Tenant delivered in accordance with the Lease, or upon the termination of this Lease, the original term hereof or any renewal or extension thereof on account of any default by Tenant hereunder, or upon the expiration of the original term of this Lease or any renewal or extension thereof, it shall be lawful for any Prothonotary or attorney of any court of record to appear for Tenant, as well as for all persons claiming by, through or under Tenant, and to (i) confess judgment against Tenant for recovery of possession of the premises, and/or (ii) sign and file for Tenant an answer in response to any action instituted by Landlord against Tenant in any competent Court for the recovery of possession of the premises, wherein Tenant admits all allegations set forth in such action (for either of which this Lease or a true and correct copy thereof shall be a sufficient warrant), whereupon, if Landlord so desires, a writ of possession may issue forthwith, without any prior writ or proceedings whatsoever. If for any reason after judgment has been confessed or an answer signed and filed as provided above, the same shall be determined and the possession of the premises remain in or be restored to Tenant, Landlord shall have the right upon any subsequent Event(s) of Default, or upon the termination or expiration of this Lease or Tenant's right of possession as herein set forth, to proceed against Tenant in the manner herein set forth to recover possession of the premises. No such determination or recovery of possession of premises shall deprive Landlord of any remedies or action against Tenant for damages due or to become due for Tenant's breach of this Lease nor shall the resort to any other remedy provided for the recovery of damages for such breach be construed as a waiver of Landlord's right to obtain possession of the premises in the manner herein provided.~~

~~(c) In any action instituted by Landlord pursuant to subparagraphs (a) or (b) above, Landlord shall first~~

~~cause to be filed in such action an affidavit made by it or some person acting for it setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and, if a true copy of this Lease is filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.~~

~~(d) The right to enter judgment against Tenant by confession, sign and file an answer for Tenant and to enforce all of the other provisions of this Lease, may be exercised by any assignee or Landlord's right, title and interest in this Lease in said assignee's name, any statute, rule of court, custom or practice to the contrary notwithstanding.~~

~~SECTION 23.7 Finality of Judgment. Tenant expressly agrees that any judgment, order or decree entered against it by or in any Court or Magistrate by virtue of the powers of attorney contained in this Lease or otherwise shall be final, and that Tenant shall not take an appeal, certiorari, writ or error, exception or objection to same nor file a motion or rule to strike off or open or stay execution of the same, and that Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant all errors in the said proceedings. Tenant waives all errors, defects and imperfections in entering any judgment, order or decree or in any writ, or process, or proceeding thereon. Tenant further waives the right to inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this Lease, and does hereby voluntarily condemn the same and authorize the Prothonotary to enter a writ of execution or other process upon Tenant's voluntary condemnation, and further agrees that the said real estate may be sold on a writ of execution or other process.~~

SECTION 23.8 Default Prior to Possession. In the event Tenant breaches ~~or threatens to breach~~ this Lease prior to possession, in addition to any other rights accruing to Landlord, Landlord may terminate this Lease by giving Tenant five (5) days written notice of its intent to do so, whereupon all rents shall be retained by Landlord and Landlord, at its option, may proceed to relet the premises with no liability or obligation to Tenant whatsoever. This section shall be self-operative and no further instruments of termination shall be required.

SECTION 23.9 Waivers. Tenant expressly waives:

~~(a) The benefit of all laws, now or hereafter in force, exempting any goods on the premises, or elsewhere, from distraint, levy or sale in any legal proceedings taken by Landlord to enforce any rights under this Lease.~~

~~(b) The benefit of all laws, now or hereafter in force, regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods of the Tenant or others from the premises, and further relieves Landlord of the obligation of proving or identifying the goods distrained, it being the intent of this provision that all goods of Tenant, whether upon the premises or not, shall be liable to distress for rent at any time after Tenant's default under this Lease, including particularly, but not limited to those goods removed from the premises clandestinely and fraudulently.~~

~~(c) The right to issue a writ of replevin for the recovery of any goods seized under a distress for rent or levy upon an execution for rent or otherwise.~~

~~(d) The right to delay execution on any real estate that may be levied upon to collect any amount which may become due under this Lease and any right to have the same appraised, and Tenant authorizes any clerk to enter a writ of execution or other process upon Tenant's voluntary waiver and further agrees that said real estate may be sold on a writ of execution or other process.~~

(e) All rights relating to the Landlord-Tenant relationship under any law, ordinance or statute, to the extent that they might limit Landlord's right to cause the distrained goods to be sold, Tenant specifically and knowingly authorizes Landlord to sell any goods distrained for rent at a public auction sale to be held at any time at least ~~seven (7)~~ ten (10) days after that distraint without appraisement and condemnation of the goods, but upon five (5) days' written notice to Tenant in accordance with the notice provision of this Lease of the date, place and terms of sale, including Landlord's right to purchase all or any of the property.

(f) ~~Upon~~ The service of fifteen (15) days written notice in accordance with the notice provision of this Lease of intention to re-enter or to institute legal proceedings to that end Tenant waives or any other notice which may be required to be given prior to any re-entry by Landlord and 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 any event of Landlord obtaining possession of the premises by reason of the violation by Tenant of any of the terms of this Lease or otherwise. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

SECTION 23.10 Recovery of Legal Expenses. In the event Landlord or Tenant shall engage the services of an attorney for recovery of possession of the premises, for the recovery of rent or any other amount due under this Lease, or because of either party's ~~Tenant's~~ breach of any of the terms hereof, regardless of whether suit shall be brought, and a breach shall be established, the nonprevailing party ~~Tenant~~ shall pay to the prevailing party ~~Landlord~~ all expenses incurred therefor, including all court costs and reasonable attorneys' fees.

SECTION 23.11 Injunctive Relief; All Remedies Cumulative. In the event of a breach ~~or threatened breach~~ by Tenant of any of the terms hereof, Landlord shall have the right to injunctive relief to restrain Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies are herein provided. Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise of any

or all other such rights and remedies.

SECTION 23.12 No Designation of Credits. In the event that Tenant is in arrears in payment of minimum rent and/or any other charges hereunder, Tenant waives Tenant's right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit, irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited.

~~SECTION 23.13 Security Interest. Tenant hereby grants to Landlord a security interest under the Uniform Commercial Code in all of Tenant's goods and property in, on or about the premises. Said security interest shall secure unto Landlord the payment of all rent and other charges and the performance of all of Tenant's other obligations under this Lease. Tenant hereby agrees to execute, upon request of Landlord, such financing statements as may be required under the Uniform Commercial Code to perfect a security interest in Tenant's said goods and property.~~

ARTICLE XXIV
FORCE MAJEURE

SECTION 24.1 Delay or Non-Performance Excused. Notwithstanding anything to the contrary contained in this Lease, in the event that either Landlord or Tenant shall be delayed, hindered or prevented from the performance of any of Landlord's or Tenant's obligations hereunder by reason of strikes, lock-outs, labor troubles, riots, insurrection, war, governmental restrictions, scarcity of labor or materials, or any other reasons beyond either Landlord's or Tenant's control, then the performance of such obligation shall be excused for the period of delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, however, Tenant" obligation to pay rent shall not be excused as a result, except as may be provided under the terms of the Lease.

ARTICLE XXV
ESTOPPEL STATEMENT~~; FINANCIAL STATEMENTS~~

SECTION 25.1 Estoppel Statement. At any time and from time to time, within ten (10) days after request therefor by Landlord, Landlord's mortgagee or purchaser ("Requesting Party"), Tenant shall execute and deliver to Requesting Party, without charge and in a form satisfactory to Requesting Party, a written statement in recordable form, certifying that this Lease is in full force and effect and has not been amended except by such writings as shall be stated; certifying that Landlord is not in default under this Lease and there are no defenses or offsets thereto or stating those claimed by Tenant; certifying the commencement and expiration dates of the term of this Lease; certifying that Tenant is in occupancy of the premises, certifying the advance rent and security paid to or deposited with Landlord and the date to which rent and other charges have been paid; and such additional information as may be reasonably requested by Requesting Party, at no cost to Tenant.

~~SECTION 25.2 Financial Statements. Tenant shall furnish to Landlord, within ninety (90) days after the end of each fiscal year of Tenant from time to time but never more than once per lease year, current financial statements and federal income tax returns for the most recently concluded tax year and any other reasonable financial information for Tenant that Landlord may reasonably request.~~

ARTICLE XXVI
NOTICES

SECTION 26.1 Manner and Place of Service. ~~Wherever in this Lease it shall be required or permitted that notice, demand or consent be given or served by either party to this Lease to or on the other, such notice, demand or consent shall not be deemed to have been duly given or served unless in writing and either personally delivered, sent by certified mail, return receipt requested, postage prepaid, or by private delivery service guaranteeing overnight delivery (such as Federal Express), addressed to Landlord at Landlord's address set forth in the Indenture of Lease, and addressed to Tenant at Tenant's address set forth in the Indenture of Lease. Each party hereto may change its address for receipt of notices upon notification to the other parties in conformance herewith. All notices shall be deemed given on the date personally delivered, two (2) business days after deposited in the United States mail, or one (1) business day after deposited with said private delivery service.~~ **Any notice, demand, request for other communication which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid return receipt requested, or by any nationally recognized overnight courier service, and shall be addressed (a) if to Landlord at Jardel Co., L.P., 555 East City Line Avenue, Suite 1130, Bala Cynwyd, PA 19004, to Tenant, at Oreck HomeCare LLC, 100 Plantation Road, New Orleans, Louisiana 70123, Attention: Larry Hedrick. Either party may designate any substitute or additional address by notice to the other. Notice may not be given at the premises.**

ARTICLE XXVII
BROKERS

SECTION 27. Tenant's Warranty. Tenant represents and warrants to Landlord that Tenant has had no dealing, negotiations or consultations with respect to the premises, the Center or this transaction with any broker or finder and

that no broker or finder called the premises or any other space in the Center to Tenant's attention. In the event that any broker or finder claims to have submitted the premises or any other space in the Center to Tenant, to have induced Tenant to lease the premises or to have taken part in any dealings, negotiations or consultations with respect to the premises, the Center or this transaction, Tenant shall be responsible for and shall defend, indemnify and save Landlord harmless from and against all costs, fees (including, without limitation, reasonable attorney's fees), expenses, liabilities and claims incurred or suffered by Landlord as a result thereof. Landlord acknowledges Ripco Real Estate to whom Landlord will pay a commission.

ARTICLE XXVIII
ENVIRONMENTAL CONSIDERATIONS

SECTION 28.1 Environmental Considerations.

(a) For purposes of this Section 28.1, the following definitions shall apply:

(i). "Environmental Release": The term Environmental Release shall mean any intentional or unintentional releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, abandoning, discarding or dumping of any Toxic Substance from, on, into or about the land, water or air of the premises or the Center.

(ii). "EPA": The term EPA shall mean the Federal Environmental Protection Agency.

(iii). "Remediation": The term "Remediation" shall mean activities in connection with the clean-up of an Environmental Release caused by Tenant or Tenant's agents, including but not limited to sampling, analysis, excavation, removal, disposal and replacement of soils, ground water and/or other materials, in accordance with the provisions of any and all applicable laws, ordinances and regulations, now or hereafter enacted.

(iv). "Remediation Plan": The term Remediation Plan shall mean a written plan to effect the Remediation of the Environmental Release which shall be prepared by an environmental engineer acceptable to Landlord.

(v). "Toxic Substance": The term Toxic Substance shall mean a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, as such terms are now or hereafter defined in all applicable federal, state, and local laws, ordinances or regulations now or hereafter enacted or amended, and any and all other terms which are or may be used in any or all applicable laws now or hereafter enacted to define prohibited or regulated substances.

(b) Tenant shall not use the premises or any part thereof, or the Center or any part thereof, for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Toxic Substance.

(c) Tenant and its agents, employees, contractors, licensees and invitees shall not cause or permit to exist, as the result of an action or omission by one or more of them, an Environmental Release. The occurrence of an Environmental Release, or a violation of any covenant, representation or warranty of this Section 28.1 shall be deemed an Event of Default under this Lease.

(d) Notwithstanding the foregoing, Tenant may use and sell cleaning materials and office supplies in the ordinary course of Tenant's business, in reasonable quantities and provided that such materials and supplies are used, stored and disposed of in compliance with any and all applicable laws, ordinances and regulations, as now or hereafter enacted.

(e) Except as otherwise provided herein, Tenant shall dispose, remove and/or arrange for the disposal and/or removal of its trash by a trash disposal company, approved by Landlord, and which shall be operated in accordance with applicable laws, ordinances and regulations. Tenant and its agents, employees, contractors, licensees and invitees shall not place or permit the placement of any Toxic Substance in any waste receptacle located in the premises or the Center, or the plumbing or sewer systems of the premises or the Center.

(f) If an Environmental Release shall occur:

(i). Tenant shall promptly notify Landlord and all any governmental agencies required by law to be notified.

(ii). Tenant shall promptly submit to Landlord the Remediation Plan for Landlord's approval. The Remediation Plan shall disclose a schedule and detailed description of Remediation activities which shall include such information as Landlord may request, including: (a) a plan for Remediation which shall include all courses of action as may be necessary to obtain a certification from the EPA, and any other appropriate state or local authorities, that the premises and/or the Center have been remediated in accordance with all applicable laws, ordinances and regulations, and to the satisfaction of such authorities; (b) reasonable safety measures; (c) a plan to avoid interference with the operation of the Center, or any part thereof, and the conduct of business therein, and; (d) a plan to restore the premises and/or the Center to the condition existing prior to the Environmental Release, including, without limitation, the replacing of soils, landscaping, regrading, repaving and repairing the improvements. Tenant shall modify the Remediation Plan as requested by Landlord.

(iii). Landlord may, in its sole discretion, (a) undertake all or part of the Remediation, at Tenant's sole cost, or (b) require that Tenant take all steps necessary to promptly remediate all or part of the

Environmental Release, in accordance with the Remediation Plan, which shall be performed by environmental professionals approved by Landlord.

(iv). Tenant shall satisfy any and all financial assurance requirements of any and all governmental authorities, in connection with the Remediation, and if no such financial assurances are imposed, or if such assurances are deemed by Landlord, in its sole discretion, to be inadequate, then Landlord may require Tenant to deposit with Landlord a sum, which when added to any sums submitted in accordance with governmental requirements as financial assurances, shall equal one hundred and twenty-five (125%) percent of the cost of compliance with the Remediation Plan as reasonably estimated by Landlord. Portions of the amount deposited with Landlord may, from time to time, be reduced by Landlord to be applied to the costs of performance of the Remediation Plan.

(v). Tenant shall obtain a certification from the EPA, and any other appropriate state or local authorities, certifying that Tenant has performed and satisfactorily completed the Remediation in accordance with all applicable laws, ordinances and regulations, a copy of which shall be promptly delivered to Landlord.

(vi). Tenant shall be responsible for the cost of repair or replacement of any part of the premises or the Center, and the fixtures, equipment, personalty, and installations thereon and therein, necessitated by reason of the Remediation.

(g) If Tenant shall be undertaking Remediation:

(i). Landlord shall receive for its review and comment a copy of any letter, application, affidavit, report, plan, map or other document, intended to be submitted by or on behalf of Tenant to any governmental authority with respect to environmental matters (hereinafter referred to as "Correspondence"), at least five (5) business days prior to submission. Landlord may timely communicate to Tenant any modification or alteration requested to be made to the Correspondence, which modification or alteration will be incorporated therein, provided there is no inaccuracy in such modification or alteration.

(ii). Upon receipt, Tenant shall immediately submit to Landlord true and complete copies of any correspondence received by Tenant from EPA, and any other governmental authority, concerning matters arising out of or relating to an Environmental Release. In addition, Tenant shall keep Landlord fully informed of all progress in complying with any of its obligations under this Section 28.1.

(iii) Landlord may, at its sole option, participate with Tenant in negotiations with the EPA, and any other governmental authority, leading to the obtaining by Tenant of a certification from such authorities that Tenant has complied with all of its obligations and/or has performed Remediation to the satisfaction of such authority.

(iv). Any representation made by Tenant, its officers, directors, employees, or any other party acting by or on behalf of Tenant, to EPA, or any other governmental authority, concerning matters arising out of or relating to Remediation may be relied upon by Landlord and shall be considered a representation made directly to the Landlord which shall survive termination of this Lease, and inure to the benefit of Landlord.

(v). Tenant shall timely inform Landlord of any proposed sampling of soil, sediment, air, groundwater, surface water or other media in or near any part of the premises or the Center intended to be taken by Tenant, its consultants or agents or by any other party acting by or on behalf of Tenant, and upon Landlord's request, deliver portions of such samples to Landlord. Tenant shall, on a continuing basis, contemporaneously provide Landlord with copies of all sampling results, if written, and reports of sampling results, if oral, whether or not provided to EPA, or any other governmental authority, as well as any other reports obtained by Tenant relating in any way to the environmental condition of the premises or the Center or property nearby.

(vi). Tenant shall utilize its own identification number or code as provided or to be provided by the EPA in connection with the shipment of any materials or substances removed from the premises or the Center in order to comply with Tenant's statutory obligations, and shall identify itself on any manifests and other documents prepared in connection with any such shipments as the generator and owner of the material and substances to be shipped.

(vii). Tenant shall implement and institute any reasonable safety measures in connection with any work in about or near the premises or the Center and the conduct of business therein by the other tenants.

(h) Tenant shall comply with all applicable laws, ordinances and regulations of all governmental authorities, as now or hereafter enacted (including, without limitation, laws, ordinances and regulations governing a Toxic Substance), and shall be solely responsible for any necessary alterations or renovations to the premises, including but not limited to Remediation, structural renovations, or cessation of activities necessary to comply with such laws, ordinances and regulations.

(i) The covenants, representations and warranties provided in this Section 28.1 shall survive the expiration or earlier termination of this Lease.

(j) Tenant shall pay, defend, indemnify, and hold harmless Landlord and its agents, officers, directors, and employees from and against any and all claims, losses, costs, damages, liabilities and fines arising from or relating to an Environmental Releases, Remediation, or the failure of Tenant, or its agents, employees, contractors, licensees or invitees to comply with the provisions of this Section 28.1.

(k) Attached to this Lease as Exhibit I is an Environmental Questionnaire which has been completed by Tenant (the "Questionnaire"). Tenant represents and warrants to Landlord that the information contained on the Questionnaire (a) is true, correct and complete and (b) does not omit any material information. In the event that any information contained in the Questionnaire shall change, during the term of this Lease, Tenant shall promptly update such information in writing to Landlord. Tenant's failure to (a) promptly update the Questionnaire, or (b) provide true, correct, complete and material information in the Questionnaire or an update to the Questionnaire, shall be deemed an Event of Default under this Lease. Landlord represents to the best of Landlord's knowledge as of the date hereof that the Center is in compliance with all regulations governing Toxic Substances. Landlord will indemnify and hold Tenant harmless against liability attributable Toxic Substances which result from the negligence or actions of Landlord or its agents.

ARTICLE XXIX
MISCELLANEOUS

SECTION 29.1 Binding Effect. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, personal representatives, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such party has been approved by Landlord in writing as provided herein. Landlord shall have the unrestricted right to assign this Lease and upon any such assignment, Landlord shall automatically be released from all liability hereunder from and after the date of such assignment provided said assignee assumes Landlord's obligations and liability accruing after said date of assignment. All of Tenant's obligations under this Lease which by their nature or terms apply to the period after the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

SECTION 29.2 Quiet Enjoyment. So long as Tenant shall pay the rents and other charges herein provided within the respective times provided therefor, and provided and so long as Tenant observes and performs all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the premises for the term of this Lease without hinderance or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

SECTION 29.3 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing and executed by Landlord.

SECTION 29.4 Custom and Usage. Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Landlord in refraining from so doing at any time or times with respect to the Tenant hereunder or with respect to other tenants of the Center. The failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified the same.

SECTION 29.5 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges then due and payable. Landlord shall not be bound by any endorsement or statement on any check or any letter accompanying any check or payment and no such endorsement, statement or letter shall be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy.

SECTION 29.6 Performance of Tenant's Obligations. Tenant shall perform all of its obligations under this Lease. If Tenant shall not perform any of its obligations under this Lease, Landlord, in addition to, and not in lieu of or in limitation of any other remedy, may, but shall not be obligated to, enter upon the premises, if necessary, and perform such obligation. Landlord shall have no liability to Tenant for any loss or damage resulting in any way from such action and Tenant agrees to pay, upon demand, any sums or costs incurred by Landlord in taking such action, plus administrative costs of Landlord in a sum equal to twenty fifteen percent (2015%) of such sums and/or costs. Notwithstanding the foregoing, Landlord's performance of any or all of Tenant's obligations shall not release Tenant from liability for non-performance.

SECTION 29.7 Entire Agreement. The Indenture of Lease, this Lease Agreement and the Exhibits set forth all the agreements and understandings between Landlord and Tenant concerning the premises and there are no agreements or understandings, either oral or written, between them other than as herein set forth. All prior arrangements and understandings, whether oral or written, between the parties hereto are merged herein and extinguished, this Lease superseding and cancelling the same. No amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed by the party against which such amendment is to be enforced.

SECTION 29.8 No Partnership. Landlord does not become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant. ~~The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby adequate rent is to be measured and ascertained.~~

SECTION 29.9 Captions and Index. The captions and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease nor in any way affect this Lease.

SECTION 29.10 Tenant Defined; Use of Pronoun. The word "Tenant" shall be deemed 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 may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, a corporation, other entity or a group of two or more individuals, partnerships, corporations or other entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural number where there is more than one Landlord or Tenant and to either corporations, partnerships, other entities or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 29.11 Negation of Personal Liability. Notwithstanding anything contained herein to the contrary, Tenant agrees that Landlord shall have no personal liability with respect to this Lease and Tenant shall look solely to the estate and property of Landlord in the Center for the satisfaction of Tenant's remedies. No other assets of Landlord or any principal of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and, in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This Section shall inure to the benefit of Landlord and Landlord's successors and assigns and their respective principals.

SECTION 29.12 Partial Invalidity; Separate Covenants. If any portion of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease and the application of such portion 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 and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is, and shall be deemed and construed as, a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease.

SECTION 29.13 Recording. This Lease shall not be recorded. If Landlord requests, the parties shall execute and acknowledge a short form of lease for recording purposes which shall be recorded at Landlord's expense.

SECTION 29.14 Controlling Law. This Lease shall be interpreted and construed in accordance with the laws of the state in which the Center is located.

SECTION 29.15 Construction. If any term of this Lease is capable of two or more constructions, one or more of which would render the provision void, and the other(s) of which would render the provision valid, then the provision shall have the meaning or meanings which would render it valid. Although the provisions of this Lease were drawn by Landlord, this Lease shall not be construed for or against Landlord or Tenant but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result. Landlord and Tenant agree that time is of the essence with respect to the performance of the respective obligations set forth in this Lease.

SECTION 29.16 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY EACH WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION INSTITUTED BY EITHER PARTY AGAINST THE OTHER CONCERNING THIS LEASE OR THE TENANCY CREATED HEREUNDER.

SECTION 29.17 Submission of Lease to Tenant. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the premises, and shall not confer any rights or impose any obligations upon either party until the execution thereof by Landlord and the delivery of an executed original copy thereof to Tenant or Tenant's representative.

SECTION 29.18 Attorney Fees. Whenever the term "attorney fees," "attorney's fees" or "attorneys' fees" appear in this Lease, the terms are hereby amended to be "reasonable attorney fees," "reasonable attorney's fees" or "reasonable attorneys' fees."

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

TENANT:
Oreck HomeCare, L.L.C.

Attest: [signature]
Name Printed: Jacques Mitaison
Title: Counsel

By: [signature] Stanley W. Eileus
Name Printed:
Title: Asst Secretary

LANDLORD:
Jardel Co, L.P.

Attest: [signature]
Arthur W. Forte
Vice President

By: [signature]
Christopher B. Robbins
Vice President

JARMAN LTD., LEGAL
BY [signature]
DATE 4/15/04

EXHIBIT A
SITE PLAN

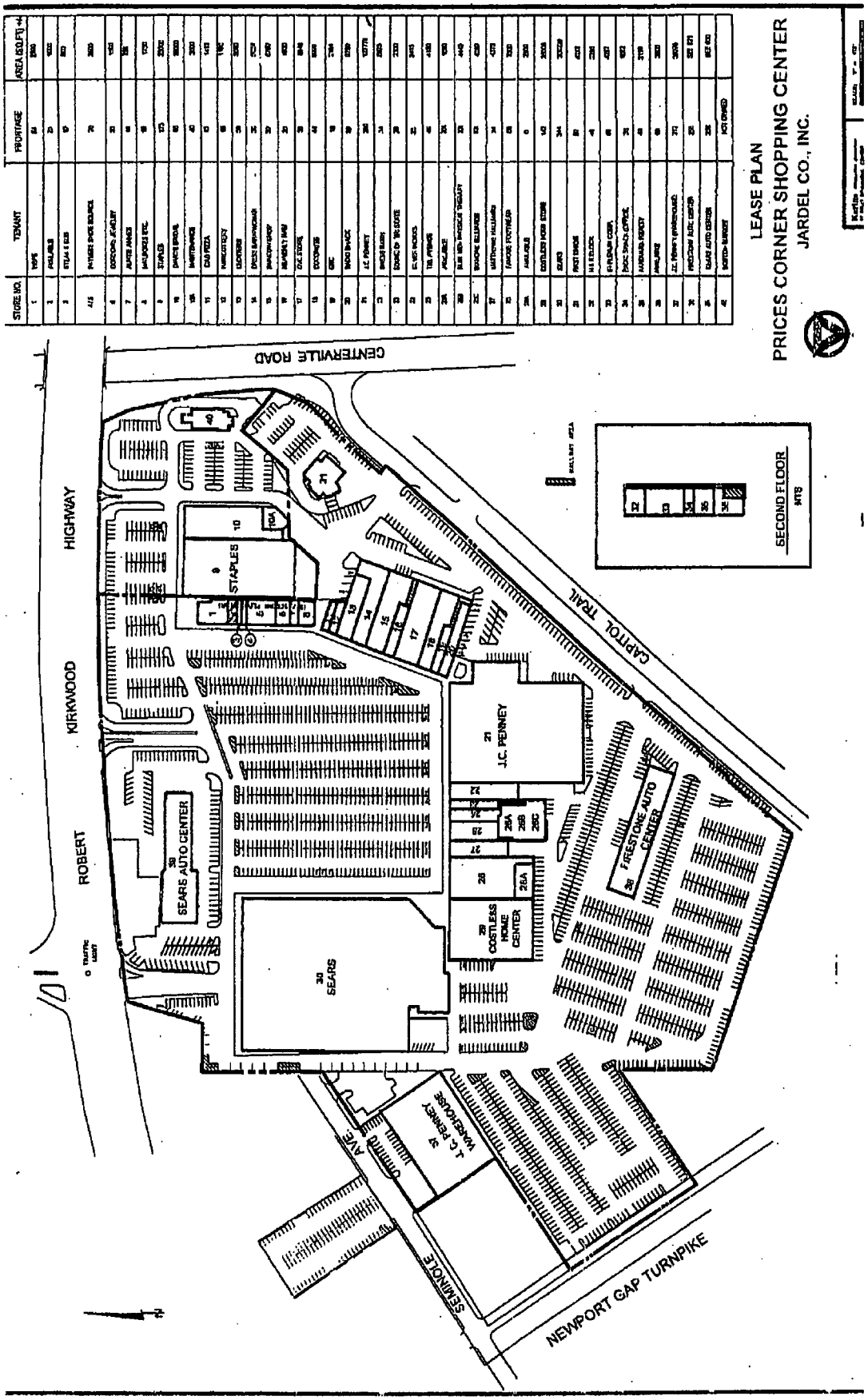


EXHIBIT A-1
LEGEND TO EXHIBIT A

The purpose of Exhibit A is to show the approximate location of the premises. Landlord hereby reserves the right, at any time and from time to time, to alter or otherwise modify the locations and/or dimensions of all buildings, parking areas, service drives, entrances, exits, and other facilities, whether or not shown on this Exhibit A; to place in the common areas of the Center landscaping, decorative items, and structures and areas for retail sales and promotional activities; to construct, lease, operate and maintain in the area shown on this Exhibit A and on contiguous land, as part of the Center, buildings, structures and other facilities not shown on this Exhibit A; and to change the size and location of the stores and the identity, type, size and number of other buildings and tenants; provided, however, that the size of the premises and reasonable access to the premises and the parking facilities shall not be materially impaired. Landlord makes no representation as to the identity, type, size or number of other stores or tenants.

EXHIBIT B
AGREEMENT RE: COMMENCEMENT AND EXPIRATION DATE

THIS AGREEMENT is made on the 2nd day of October, 2001, between **Jardel Co Inc.** ("Landlord") and **Oreck HomeCare, L.L.C.** ("Tenant").

WITNESSETH:

The parties hereto agree as follows:

Landlord has leased to Tenant, and Tenant has leased from Landlord, the premises designated as #8, in **Price's Corner Shopping Center**, located at **Kirkwood Highway and Rt. 141, Wilmington, DE 19808**, pursuant to a lease dated JUNE 15, 2001, by and between Landlord and Tenant ("Lease"). Landlord and Tenant hereby acknowledge and agree that the Commencement Date, as defined in the Lease, is SEPT. 22, 2001, and that the expiration date of the Lease is SEPTEMBER 30 2006, unless sooner terminated as provided in the Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement.

LANDLORD:

Jardel Co., Inc.

Attest: _____
Arthur W. Forte
Vice President

By: _____
Christopher B. Robbins
Vice President

TENANT:

Oreck HomeCare, L.L.C.

Attest: _____
Name Printed: L. E. Hedrick, Jr.
Title: Operation Manager

By: _____
Name Printed: Stanley Oreck
Title: Asst Secretary

JARMAN LTD., LEGAL
BY _____
DATE 10/2/01
REVIEWED AND APPROVED

EXHIBIT "C"
ADDITIONAL USE RESTRICTIONS

Price's Corner Shopping Center

(A) Tenant Exclusives

1. The principal business of selling or providing: UPS, DHL, Fed Ex or any other overnight services, facsimile for profit, copies, stamps and metered mail. **(Mailboxes, Etc.)**

2. The principal business of a hair salon. **(Hair Cuttery)**

3. The principal business (i.e. more than 1,000 s.f.) of the sale of pre-recorded music and related accessories. **(Coconuts)**

4. No single store shall have gross floor area of more than 40,000 square feet without written permission, except for F.W. Woolworth, and J.C. Penney. **(Sears)**

5. No part of the Center or the complex shall be used for the sale or leasing of office equipment (including computers) office furniture or office supplies, or the provision of any office related services then provided by Tenant. **(Staples)**

6. Primarily for the sale or rental of bridal and men's formal wear in the Center and any future addition thereto. The foregoing shall not apply to Sears, Penney's, Woolworth's, their successors and assigns. **(David's Bridal)**

7. So long as Tenant has not been in default after notice and opportunity to cure in accordance with the Lease, and has been continuously open and operating for the use stated in Article IX Use of premises, Landlord will not enter into any new lease in the Center primarily for the operation of an open stock branded footwear store. This exclusive shall not apply to Payless ShoeSource, its successors and assigns, as Payless currently operates an open stock branded footwear store in the Center. **(Famous Footwear)**

8. Except for Permitted Leases as defined in the Lease.no space shall be leased primarily for the sale of large and half-sized women's clothing. **(Dress Barn Woman)**

(B) Tenant Restrictions:

1. Except as may be sponsored by any center-wide merchant's association, no part of the Center shall be used for any of the following: (i) tanning, health, exercise or racquet club or spa, gymnasium, bowling alley, skating rink or (ii) school, library, reading room, or house of worship; (iii) movie theater, gallery, auditorium, meeting hall, hotel or motor inn; (iv) massage parlor, adult bookstore, a so-called "head" shop, off-track betting or check cashing facility; (v) car wash, automobile repair work or automotive service (unless ancillary to a full-line auto-parts retailer and only so long as the same is located in excess of 300 feet from the Premises), automobile body shop, automobile, boat, trailer or truck leasing or sales, or laundromat; (vi) amusement park, carnival, banquet facility, dance hall, disco, nightclub, or other entertainment facility including video game room, pool hall, arcade, indoor children's recreational facility or other amusement center; (vii) any manufacturing, warehouse or office use (except incidental to a retail operation); (viii) funeral parlor, animal raising or storage, pawn shop, flea market or swap meet, junk yard; (ix) drilling for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; (x) any use which constitutes a public or private nuisance or produces objectionable noise or vibration; and (xi) no part of the Center within 300 feet of the Premises shall be used for a restaurant, tavern or bar.

EXHIBIT D
RULES AND REGULATIONS

1. Compliance with Laws. Tenant, at Tenant's sole expense, shall comply with all of the laws, ordinances, regulations and other requirements of all municipal, county, state, federal and other governmental authorities and all recommendations of the Association of Fire Underwriters, Factory Mutual Insurance Companies, The Insurance Services Organization of Pennsylvania and other similar bodies establishing standards for fire insurance ratings which are applicable to Tenant or its use of the premises, and shall save Landlord harmless from penalties, fines, costs, expenses or damages resulting from the failure to do so.

2. Loading and Unloading. Tenant agrees that all loading and unloading of goods shall be done only at such times, in the areas and through such entrances as may be designated for such purposes by Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any part of the Center, whether loaded or unloaded.

3. Refuse. Tenant, at Tenant's sole expense, agrees to keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the premises prepared for collection in the manner and at the times and places specified by Landlord, and in accordance with municipal regulations; to keep the outside areas immediately adjoining the premises clean and free from ice and snow and not to burn, place or permit any trash, garbage, rubbish, obstructions or merchandise in such areas; and to keep the premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.

4. Heat. Tenant agrees to keep the premises sufficiently heated to prevent freezing of water and pipes and fixtures.

5. Parking. Tenant agrees for itself and its employees, customers and invitees to park their cars only in those portions of the parking area as may be designated for that purpose by Landlord. Tenant shall furnish Landlord with the automobile license numbers of Tenant's and Tenant's employees' cars within five (5) days after a request therefor and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or Tenant's employees park their cars in areas other than such designated parking areas, then Landlord, after giving notice to Tenant of such violation, shall have the right to charge Tenant Ten Dollars ($10.00) per day per car parked in any areas other than those designated.

6. Operations. Tenant agrees to conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation, maintaining a full and complete stock of seasonable merchandise so as to attain the highest possible sales volume.

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

8. Hazardous Material and Equipment. Tenant shall not keep any flammable, combustible or explosive material, high pressure steam generating equipment or other hazardous or toxic material and equipment on the premises.

9. Machinery; Loud Speakers. Tenant shall not, without the prior written consent of Landlord, use or operate any machinery which, in Landlord's opinion, is harmful to the building of which the premises is a part or disturbing to other tenants in said building; nor shall Tenant use any loud speakers, televisions, phonographs, radios or other devices in a manner so as to be heard or seen outside of the premises, nor display merchandise on the exterior of the premises nor on the walkways or sidewalks appurtenant thereto either for sale or for promotion purposes. **Tenant's security alarm system shall have a siren to warn of burglary or attempted burglary, but shall not be permitted to be a nuisance or to disturb other tenants as permitted by law.**

10. Awnings. Tenant shall not, without the prior written consent of Landlord, attach any awning, canopy, antenna or other projection to the roof or the outside walls of the premises or the building of which the premises are a part.

11. Auctions. Tenant shall not, without the prior written consent of Landlord, conduct any auction, fire, bankruptcy, or selling-out sale on or about the premises.

12. Glass. Tenant shall promptly replace at Tenant's own expense with glass of like kind and quality any plate glass, door or window glass of the premises which may become cracked or broken.

13. Plumbing Facilities. Tenant shall not use the plumbing facilities for any other purpose than that for which they were constructed and shall not permit any foreign substance of any kind to be thrown therein, and the expense of repairing any breakage, stoppage, seepage or damage whether occurring on or off the premises resulting from a violation of this provision by Tenant or Tenant's employees, agents or invitees shall be borne by Tenant. All grease traps and other plumbing traps shall be kept clean and operable by Tenant at Tenant's sole expense.

14. Burglary. Tenant shall, notwithstanding anything in this Lease to the contrary, be responsible for all repairs and replacements to the premises necessitated by a burglary or attempted burglary, or any illegal or forcible entry into the premises.

15. Solicitation of Business. Tenant and Tenant's employees and agents shall not solicit business or distribute handbills or other advertising matter in the parking or other common areas of the Center.

16. Display Windows and Signs. Tenant shall install and maintain at all times displays of merchandise in the display windows, if any, of the premises. Tenant shall keep the display windows and signs, if any, well lit during the hours from opening until one hour after the closing hours herein set forth for each and every day of the week.

17. Conduct of Business. Tenant shall not operate or maintain the premises in a manner which emits noxious or offensive odors, emanates unpleasant noises or loud noise levels, is not consistent with the conduct and management of a first class shopping center in the vicinity of the Center, transmits vibrations, transmits flashing lights or search lights, is inconsistent with the rights of any other tenants of the Center or causes the overburdening of any pipes or other utilities in the Center serving the premises.

18. Further Rules and Regulations. Tenant shall comply with all further rules and regulations from time to time promulgated by Landlord which rules and regulations shall apply to the majority of tenants in the Center, which Landlord in its sole discretion shall deem necessary in connection with the premises, the building of which the premises are a part, and the Center, including, without limitation, the installation of such fire extinguishers, water buckets and other safety equipment as Landlord may reasonably require.

EXHIBIT E
DESCRIPTION OF LANDLORD'S WORK AND TENANT'S WORK

1. Landlord's Work. Landlord will deliver space "As Is", ~~except for the following:~~

~~(a) Building/Leased Premises:~~

~~(i) Exclusions: Landlord makes no provision for the following:~~

~~Any Ceramic tile:~~
~~Window treatments (blinds, etc.)~~
~~Special cabinetry~~
~~Desks, counters, etc.~~
~~Water coolers~~
~~Security systems~~
~~Telephone Systems.~~

~~(b) Common Areas and Services:~~

~~(i) Site Improvements: The parking lot and front and rear access areas are existing and include sidewalks, paved, and lighted parking lot, loading and service vehicles area and landscaping.~~

~~(ii) Building Canopies: Canopies have been provided for sheltering pedestrian walks adjacent to the storefronts.~~

~~(iii) Tenant Signs: The existing canopy fascia is suitable for mounting the tenant sign in accordance with the Landlord's sign criteria.~~

~~(iv) Refuse Area: Specific areas as determined by the Landlord for tenant's refuse equipment and storage shall be provided for and assigned to the tenant.~~

~~(c) General: Landlord shall have the right to run drainage lines, utility lines, pipes, duct work, or any other component parts of all mechanical and electrical systems, where necessary or desirable, as determined by the Landlord, through attic spaces, column spaces, or other parts of the leased premises, and to repair, alter, replace or remove the same and to require the Tenant to install and maintain proper access panels thereto.~~

~~2. Tenants Work. All work required to complete and place the Leased Premises in finished condition for opening for business, except work to be done by the Landlord described in Description of Landlord's Work, is to be done by the Tenant, at the Tenant's expense, and in accordance with this Exhibit, Exhibit H, and the Lease in which this Exhibit is attached.~~

(a) Tenant's work includes, but is not limited to, the following:

(i) All floor finishes, sealants and coverings.

(ii) Painting and decorating, except as described in Landlord's Work, if any.

(iii) All trade fixtures and furnishings.

(iv) All tenant signs, as described in Exhibit H.

(v) Interior partitions and doors, except as described in Landlord's Work, if any.

(vi) Storefront display platforms or backgrounds.

(vii) All additions, deletions or modifications to existing conditions or to Landlord's Work (proposed or in place) as described in Landlord's Work.

(viii) Temporary Services and Facilities during construction shall be the responsibility of the Tenant from the date Tenant commences Tenant work, including costs or charges for any utility or other services to the Lease Premises.

(b) Changes & Alterations: Landlord reserves the right to require reasonable 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 Leased Premises, or directives of Landlord's insurance underwriters.

(c) General Provisions: All work done by Tenant shall be governed in all respect by, and be subject to, the following:

(i) 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 shall have ten (10) working days within which to approve or

Case 3:13-bk-04012 Claim 18-1 Filed 06/14/13 Desc Main Document Page 43 of 53

disapprove any of Tenant's proposed plans and specifications. Should Landlord approve such plans and the Lease shall be fully executed by the parties, Tenant shall immediately commence construction and shall diligently pursue such construction to completion. Should Landlord disapprove Tenant's plans and specifications, Landlord shall provide Tenant with written objections, and Tenant shall have ten (10) working days within which to amend its proposed plans and specifications and incorporate Landlord's required changes. 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 Leased premises and the building of which the Leased Premises are a part are completed to the extent that it is practicable 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.

(ii) 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.

(iii) Landlord shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of any 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 Leased 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.

(iv) 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 obtain and convey to Landlord copies of all permits, certifications and approvals indicating compliance.

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

(vi) Drawing submittal: The Tenant shall, before it commences Tenant's Work, furnish Landlord with one set of reproducible plans and specifications for all its architectural, mechanical, electrical systems. ~~Such plans shall include the data for all electrical and cooling loads, in form approved by Landlord.~~ Landlord shall notify Tenant promptly if Tenant's plans suggest that electrical and cooling loads generated by Tenant's buildout exceed the capabilities of existing systems servicing the premises and Tenant may elect to either modify its plans or accept the limitations of existing services.

(vii) Tenant's plans and specifications shall be prepared by a State Registered architect or professional engineer and shall bear the signature and seal thereof.

EXHIBIT E-1
CONSTRUCTION STANDARDS

The following are typically minimum construction standards for any work done to the leased premises:

1. BUILDING/LEASED PREMISES

1.1. Building: The tenant space is part of an existing building which includes the foundations, columns, walls, steel superstructure, concrete floors on grade, storefront, built up roofing, and insulation.

1.2. Walls:

1.2.1 Demising wall between tenants:

As required by code, but typically:
2 x 4 metal studs from concrete floor to the underside of the roof deck.
R-11 batt insulation in between studs.
2 layers of 5/8" drywall on each side of the metal studs.
Taped and spackled.

1.2.2 Partition wall between store and stockroom area:

2 x 4 metal studs from concrete floor to underside of acoustical tile ceiling.
1 layer of 1/2" drywall on each side of studs.
Taped and spackled on store side.

1.2.3 Interior face exterior store wall:

Studs or furring strips as necessary.
1 layer of 1/2" drywall.
Taped and spackled.

1.2.4 Storefront Wall:

Aluminum frames, clear 3/8" plate glass.

1.3 Ceilings:

2' x 4' white enameled grid suspended approximately 10' above the finished floor.
2' x 4' lay-in acoustical tile.

1.4 Flooring:

Concrete, smooth and ready to accept Tenant's floor finish.
Tenant's floor finish to be either carpet or tile.

1.5 Doors and Hardware:

One 3'0" x 7'0" aluminum and glass storefront door.
One 3'0" x 7'0" metal rear door.
Hardware will be light commercial grade.

1.6 Restroom:

One handicapped accessible.
One water closet.
One lavatory.
One electric water heater.
Accessories in accordance with code.

1.7 Sprinklers:

As required by code.

1.8 Electric:

2' x 4' fluorescent fixtures installed to provide a minimum of 70 foot candles in store area and 30 foot candles in other areas.

Duplex receptacles will be provided at the rate of 10 for each 1,000 sq. ft.

Switches will be provided at the rate of 3 for each 1,000 sq. ft.

The electric power panel will be 120/208 volt, 3 phase, 4 wire, separately metered by the public utility company, complete with a main service switch.

The electrical panel will be sized for lighting, heating, ventilation, air conditioning, hot water tank, and tenant electrical loads typically 100 amps in total.

Tenant's sign to be connected to Tenant's electric service and be controlled by time clock or photo cell.

1.9 Heating, Ventilating, and Air Conditioning:

Roof mounted, gas fired heating, and electric air conditioning units.

Heating units will be sized to maintain not less than 70 degrees Fahrenheit inside at 10 degrees Fahrenheit outside temperatures.

Air conditioning will be at the rate of 1 ton per 350 sq. ft. of store area.

Individual toilet room exhaust systems.

EXHIBIT F
UTILITIES

In the event Landlord should elect to supply said utilities, Tenant shall purchase and pay for said utilities in accordance with the terms set forth herein:

1. Rate. Tenant shall use electric service supplied by Landlord and shall pay for such service, within ten (10) days after each submission of a bill therefor. Charges for electric service shall be in accordance with Tenant's use category as if Tenant were serviced directly by the local public utility or municipal authority supplying electricity in the area where the Center is located (the "tariff"), and any supplements thereto or any tariffs issued to supersede said tariff which hereafter are filed. Tenant shall also pay all taxes, surcharges, impositions and other additional charges (collectively "charges") applicable to the electric service used by Tenant which are not included in the aforesaid tariff, provided that such charges are required by law to be collected from Tenant or are paid by Landlord to its supplier of electric service. Tenant shall pay for the hookup and supply of such service to the premises, including, without limitation, any metering expense and installation costs.

2. Tenant's Use. Tenant's use of electric current shall not exceed the capacity of the feeders to the premises or the wiring installations therein, and Tenant shall make no alterations or additions to its electrical installations without obtaining the prior written consent of Landlord in each instance.

3. Additional Utilities. In addition to the foregoing, Landlord may elect to supply Tenant with any other utility necessary to the operation of the premises, including, without limitation, heated and chilled water. Charges for such utility shall be comparable to those charged to similar consumers by the local public utility or municipal authority.

~~4. Right to Cut Off. Landlord shall have the right to discontinue any of the utility services supplied by Landlord to Tenant and to remove Landlord's property from the premises, without notice, in the event (a) the bills for such service are not paid by Tenant within ten (10) days after the same are submitted or (b) Tenant fails to comply with or to perform any of the terms of the Lease. Landlord shall not incur any liability for any damage or loss sustained by Tenant by reason of such discontinuance of electric service, and Tenant shall not be released from any liability by the exercise of Landlord's rights hereunder.~~

~~5. Right to Discontinue Service. In addition to Landlord's rights in Paragraph 4, Landlord shall have the right to discontinue any of the utility services supplied by Landlord to Tenant and to remove Landlord's property from the premises, upon thirty (30) days notice to Tenant. Landlord shall not incur any liability for any damage or loss sustained by Tenant by reason of such discontinuance, and Tenant shall not be released from any liability by the exercise of Landlord's rights hereunder.~~

EXHIBIT G

MERCHANTS' ASSOCIATION

1. Tenant agrees to promptly join, and for the term of this Lease remain a member in good standing in and comply with the rules and regulations of, the Center's Merchants' Association ("Association"), when organized. For the purpose of creating and maintaining a fund for the general promotion and welfare of the Center, Tenant agrees to pay to the Association an assessment ("assessment") of _____ (subject to adjustment as set forth in Sections 2 and 4 hereof) per each square foot of floor area of the premises for each "association year" (as defined in Section 3) during the term of this Lease.

2. The assessment for each association year shall be paid to Landlord, as agent for the Association, or to such other party as Landlord may, from time to time, designate, in equal monthly installments at such time as each payment of Fixed Minimum Rent is due. Each such monthly installment shall be in an amount equal to one-twelfth (1/12th) of the assessment for the association year in which such monthly installment is to be paid. In the event the commencement of the Association is on a day other than the first day of a calendar month, the installment for such partial month shall be prorated (calculated on a thirty (30) day month), and paid together with the next due monthly payment of Fixed Minimum Rent.

3. The words "association year" shall mean the period commencing on the formation of the Association and ending on the immediately following December 31st and each successive twelve (12) month period thereafter. Notwithstanding anything contained herein to the contrary, in the event the first association year shall consist of less than twelve (12) full calendar months, then the assessment for such first association year shall be prorated on a per diem basis (calculated on a three hundred sixty (360) day year).

4. The assessment for each association year after the first association year shall be increased annually, in the same proportion that the Consumer Price Index-All Urban Consumers ("Philadelphia Average, All Items) (1982-1984=100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "Consumer Price Index") for the month which is three months prior to the month during which said association year commences bears to the Consumer Price Index for the month which is three months prior to the month during which the immediately prior association year commenced. If the Consumer Price Index is changed or discontinued, Landlord shall have the right to choose a comparable index, formula or other means of measurement of the relative purchasing power of the dollar and such substitute index, formula or other means shall thereafter be utilized in place of the Consumer Price Index. No such adjustment shall be made if the result thereof would be to decrease the assessment below the assessment then currently being paid.

5. Tenant agrees that the by-laws of the Association shall provide: (i) each member which is present at a meeting and not delinquent in any of its payments to the Association shall have one vote for each square foot of floor area in its premises, (ii) each delinquent member shall be liable to the Association for the Association's costs (including attorney's fees) incurred in collecting such member's delinquent debts to the Association, (iii) Landlord shall have a number of votes equal to the lesser of twenty-five percent (25%) of the total of all votes in the Association including the votes of Landlord or the percentage which Landlord's contribution to the Association for the association year bears to the total amount of all dues payable to the Association for such association year, (iv) the Landlord, as agent for the Association, may, at its option, collect all assessments due including delinquent assessments or designate another party to collect such assessments and (v) Landlord may, at its option, elect to provide the Association with the services of a promotion director and all staff deemed necessary by Landlord to effectively carry out the promotion and public relations objectives of the Association and/or such reasonable space within the Center as may be necessary to carry out the functions of the promotion director and his or her staff and the Association shall reimburse Landlord for such. Furthermore, no by-law, rule or regulation of the Association shall conflict with the provisions of this Lease, and more particularly with any rules and regulations adopted by Landlord or in any respect diminish the rights of Landlord under this Lease.

6. Tenant's assessment for the association years at the beginning and end of the term of this Lease shall be equitably prorated on a per diem basis.

EXHIBIT H
TENANT SIGN CRITERIA

INTERNALLY ILLUMINATED INDIVIDUAL LETTERS

1. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) only and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs must be submitted to Landlord for approval, which approval will not be unreasonably withheld so long as in conformance with this Exhibit or Landlord's then current criteria..

2. Tenant will provide internally illuminated individual letters of appropriate size and location to tenant's storefront and connected to Tenant's sign circuit. Color and letter style must be submitted to Landlord for approval prior to fabrication.

2.1 Letters shall be individual and individually mounted to the fascia material or a box containing the necessary electrical equipment to light the sign, with minimum practical sized, non-corrosive, concealed fastenings weathersealed at points of fascia penetration.

2.2 The principal base of all sign letters shall be aligned on a base line located as determined by the Landlord for each Tenant sign.

2.3 The maximum height of upper case letters, lower case letters and ascenders and descenders of lower case letters shall be limited as shown in the following chart.

Lease Frontage	Upper Case	Lower Case	Ascenders Descenders
Less than 20'	24"	16"	8"
20' to less than 30'	30"	20"	10"
30' and over	36"	24"	12"

2.4 Letters shall be of minimum practical depth. Maximum depth shall be 5".

2.5 Letters shall be channel type formed of steel or aluminum back and sides with porcelain or baked enamel exterior finish. Sides and trim caps (if any) shall be white. The end of the channel shall be covered with acrylic plastic facing of color selected by the Tenant.

2.6 Sign letters shall be self-illuminated. Internal illumination shall be provided by neon-type tubing with wiring and transformers concealed behind the fascia construction, or in a box on which the letters are mounted. Electrical penetrations of the fascia shall be of minimum practical size and number, non- corrosive, concealed and weathersealed at point of fascia penetration. Landlord shall provide an access panel in the canopy soffit to the sign wiring area.

2.7 Tenant shall install any blocking behind the canopy fascia that may be necessary to properly support the individual letters. Blocking shall be installed in a manner that will not damage canopy structure or fascia.

3. The character, design, color and layout of all signs shall be subject to Landlord's prior approval and shall be in accordance with these criteria.

4. Excepting the signs specified in Paragraph 7C of this Exhibit, no occupant shall install more than one (1) sign.

5. All signs shall be in accordance with the following requirements:

(a) The sign and any part thereof, except as otherwise provided in sub-paragraph (c), and in this Section 5, shall be located within the physical limits of the storefront of the demised premises and must remain at least eighteen (18") inches away from the lease line where it meets the sign band.

(b) Except for those signs mounted on the mansards, no sign or any part thereof shall be located on the roof of the demised premises.

(c) No sign or any part thereof shall project more than ten (10") inches beyond the sign facia provided by Landlord.

(d) Signs previously used by Tenants or sign contractors must conform to the conditions and limitations of this document.

(e) Signs, style and wording must have preliminary approval by Landlord before shop drawings are made. Tenant shall submit drawings of all proposed signs to Landlord for approval, showing sizes of all letters and spacing, type of material, color and dimensions in relation to lensable area.

(f) No sign will be placed in final position without the written approval of Landlord.

(g) All signs shall be fabricated and installed in compliance with all applicable codes.

6. The fabrication, installation and operation of all signs shall be subject to the following restrictions:

(a) No exposed neon or fluorescent tubing, incandescent lamps, raceways, ballast boxes, electrical transformers, crossover, conduit or sign cabinets shall be permitted.

(b) No flashing, moving, flickering or blinking illumination shall be permitted.

(c) No animation, moving lights or floodlight illumination shall be permitted.

(d) The name and/or stamp of the sign contractor of sign company or both shall not be exposed to view.

7. The following type signs are prohibited:

(a) Paper signs or stickers utilized as signs inside or outside glass storefront.

(b) Signs of a temporary character or purpose, irrespective of the composition of the sign or material used therein.

(c) Painted or printed signs, except one (1) nonilluminated, small-scale "signature sign" or "store hours" sign, which is lettered on the glass portion of the store of an occupant and provided such sign does not exceed three (3") inches in height. Also permitted are small credit card symbols.

(d) Outrigger signs, except one (1) illuminated identification sign located on the underside of the canopy in front of the entrance to the demised premises. This sign must also receive Landlord's approval.

(e) Moving signs, rooftop signs, parapet signs, or pylon signs.

EXHIBIT I

PROSPECTIVE TENANTS' ENVIRONMENTAL QUESTIONNAIRE

TO THE TENANT: Please have a responsible general partner or responsible corporate officer fill out this questionnaire, sign and date it in the space provided at the end of this questionnaire. If the proposed Tenant is one or more individuals, one of such individuals must complete, sign and date this questionnaire. This document will be attached to and made a part of the lease agreement with the Landlord.

I. General Information.

1. Name of Tenant: ORECK HOMECARE, LLC

2. Name under which Tenant will operate at the Property: ORECK FLOORCARE CENTER

3. Address of the Property: 5204 Kirkwood Ave.

4. Name of Tenant's contact person at the Property: L Hedrick

5. Tenant's phone number at the Property: (504) 731-7569

6. Describe the general nature of Tenant's business and the specific activities that Tenant intends to conduct at the Property: Retail Sales + Repair: Home Care Products

7. Tenant's SIC number:

II. Environmental Information. For purposes of this questionnaire, the term "Toxic Substance" shall mean any hazardous substance, hazardous waste, pollutant or contaminant, as such terms are now or hereafter defined in all applicable federal, state and local laws, ordinances or regulations now or hereafter enacted or amended, and any and all other terms which are or may be used in any or all applicable laws now or hereinafter enacted to define prohibited or regulated substances; provided, however, the term "Toxic Substance" shall not mean any cleaning materials customarily used for daily maintenance of the Property and office supplies used by Tenant in the ordinary course of Tenant's business, in reasonable quantities and provided that such materials and supplies are used, stored and disposed of in compliance with any and all applicable laws, ordinances and regulations, as now or hereafter enacted.

8. Will the Tenant's business involve the use of any Toxic Substance at the Property?

__ Yes ✓ No

If yes, please explain and list any federal, state, or local permits required by the Tenant for the storage, use, sale or disposal of any such Toxic Substance:

9. Has the Tenant received notice of any environmental claim from any governmental entity or other party at any of Tenant's other properties within the last five years?

__ Yes ✓ No

If yes, please explain for what purpose the property at which such notice was received was used:

10. Will the activities that the Tenant intends to conduct at the Property generate any solid or liquid waste products or effluent?

__ Yes ✓ No

If yes, please identify the waste products or effluent and explain how they will be disposed:

11. Will the activities that the Tenant intends to conduct at the Property cause any Toxic Substance to be emitted into the air, ground or surrounding bodies of water?

__ Yes ✓ No

If yes, please explain:

12. Are there any transformers or similar equipment containing PCBs or PCB-contaminated fluids that the Tenant intends to use at the Property?

__ Yes ✓ No

If yes, please identify the equipment and the proposed location of such equipment on the Property:

13. Are you aware of any other matters concerning the activities that the Tenant intends to conduct at the Property which you believe may be relevant to enable the Landlord to insure that all activities conducted at the Property will be in compliance with all applicable federal, state and local environmental laws and regulations?

__ Yes ✓ No

If yes, please explain:

III. ECRA. If the Property is located in the State of New Jersey, please answer question No. 14.

14. Will the activities that the Tenant intends to conduct at the Property subject the Property to the New Jersey Environmental Cleanup Responsibility Act (N.J.S.A. 13:1K-6 et. seq.)?

__ Yes __ No

If yes, please explain:

I hereby certify that the information stated above is correct to the best of my knowledge, information and belief.

Name: Stanley W. Pikus

Title: Asst. Sec.

Firm: Dreck Homecare, LLC

Date: 4/11/01

EXHIBIT J
TENANT REMODELING

The following work shall be completed by Tenant, at Tenant's sole expense, to the interior of the Premises, within three (3) months following the exercise of any option term, all of which work shall be subject to Landlord's prior written approval and in accordance with any specifications that Landlord may adopt for the Center:

1. Paint or install new wall covering on the damaged or discolored interior walls within the sales area of the Premises;

2. Install new carpet or other floor covering on the floor within the sales area of the Premises where carpet or flooring is worn or discolored; and

3. Refurbish and replace any marred or damaged fixtures located within the sales area of the Premises.

MIDDLE DISTRICT OF TENNESSEE
Claims Register

3:13-bk-04012 Oreck HomeCare, LLC

Judge: Keith M Lundin **Chapter:** 11
Office: Nashville **Last Date to file claims:**
Trustee: **Last Date to file (Govt):**

Creditor: (5201669) Jardel Co., Inc. c/o Jeffrey Kurtzman, Esquire Klehr Harrison Harvey Branzburg LLP 1835 Market Street, Suite 1400 Philadelphia, PA 19103	**Claim No: 18** *Original Filed Date:* 06/14/2013 *Original Entered Date:* 06/14/2013	*Status:* *Filed by:* CR *Entered by:* JEFFREY KURTZMAN *Modified:*
Amount claimed: $1005.24		

History:

Details	18-1	06/14/2013 Claim #18 filed by Jardel Co., Inc., Amount claimed: $1005.24 (KURTZMAN, JEFFREY)

Description: (18-1) Lease obligations
Remarks:

Claims Register Summary

Case Name: Oreck HomeCare, LLC
Case Number: 3:13-bk-04012
Chapter: 11
Date Filed: 05/06/2013
Total Number Of Claims: 1

Total Amount Claimed*	$1005.24
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		