

00-245-00
GREATER PHILIPSBURG ASSOCIATES II, LP -vs- SHELLEY WILLIAMS
t/d/b/a

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

(114) GREATER PHILPSBURG ASSOCIATES II, LP, :

Plaintiff

vs.

(243) SHELLEY WILLIAMS, trading and doing
business as CURVES FOR WOMEN,

Defendant

No. 00-245-00

FILED

FEB 25 2000

William A. Shaw
Prothonotary

COMPLAINT IN CONFESSION OF JUDGMENT
(FOR MONEY)

AND NOW, comes the Plaintiff, Greater Philipsburg Associates II, LP, by and through its attorneys, McQuaide, Blasko, Schwartz, Fleming and Faulkner, Inc. and files the following cause of action:

1. Plaintiff is Greater Philipsburg Associates II, LP, ("Landlord") a partnership with offices at 2559 Brandt School Road, Wexford, Pennsylvania 15090.

2. Defendant is Shelley Williams, an individual trading and doing business as Curves for Women, ("Tenant") with offices at 2515 Green Tech Drive, Suite C, State College, Centre County, Pennsylvania.

3. On or about May 1, 1998, Landlord and Tenant executed and entered into a certain commercial Lease Agreement ("Lease") for certain premises located at #13, Ames Plaza, Rt. 322, Philipsburg, Clearfield County, Pennsylvania. A true and correct copy of said Lease is attached hereto as Exhibit "A."

4. Tenant has breached the terms of the said Lease by her failure to comply with the terms of the lease, as follows:

a) Tenant has failed to make timely payments of rental in the sum of Six Hundred Fifty and 00/100 (\$650.00) Dollars per month for the months of December, 1999, and January and February 2000, when such payments were due;

b) Tenant has failed to pay the Common Area Maintenance charges due under the Lease for the months of October, November and December 1999, and January and February 2000, in the total sum of Two Hundred Eighty-Nine and 44/100 (\$289.44) Dollars;

c) Tenant has failed to pay the Management Fees due under the Lease for the months of October, November and December 1999, and January and February 2000, in the total sum of Forty-Three and 43/100 (\$43.43) Dollars;

d) Tenant has failed to pay the real estate taxes due under the Lease in the sum of Four Hundred Eighty-Two and 68/100 (\$482.68) Dollars.

As a result of such breaches, Landlord has declared due and is entitled to receive from Tenant all indebtedness under the Lease, being Twelve Thousand Four Hundred Sixty-Five and 55/100 (\$12,465.55) Dollars, plus reasonable attorneys fees of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars.

6. Landlord has not confessed judgment for money against Tenant in any jurisdiction.

7. Landlord is authorized to confess judgment for money against Tenant for money by warrant of attorney contained in Section 29.15 of the Lease.

8. The Lease upon which judgment is being confessed was for commercial purposes, and was freely negotiated by the parties thereto.

WHEREFORE, Plaintiff, Greater Philipsburg Associates II, LP, demands judgment against the Defendant, Shelley Williams trading and doing business as Curves for Women, in the sum of Twelve Thousand Four Hundred Sixty-Five and 55/100 (\$12,465.55) Dollars, together with attorney's fees, and costs of suit.

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: Ashley H. Kranich

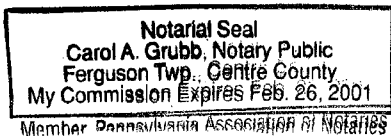
Ashley Himes Kranich, Esquire
Attorneys for Plaintiff
Pa.I.D. #81663
811 University Drive
State College, PA 16801
(814) 238-4926

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF CENTRE)

Ashley H. Kranich
Ashley Himes Kranich, Esquire

Sworn to and subscribed
before me this 23rd day
of February, 2000.

Carol A. Gubb



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GREATER PHILIPSBURG ASSOCIATES II, LP,	:	
	:	
Plaintiff	:	
	:	No.
vs.	:	
	:	
SHELLEY WILLIAMS, trading and doing	:	
business as CURVES FOR WOMEN,	:	
	:	
Defendant	:	

AFFIDAVIT OF ADDRESS

I, Ashley Himes Kranich, Esquire being duly sworn according to law, hereby
certify that the precise address of the Plaintiff is 2559 Brandt School Road, Wexford,
Pennsylvania, 15090, and that the last known address of the Defendant is as follows:

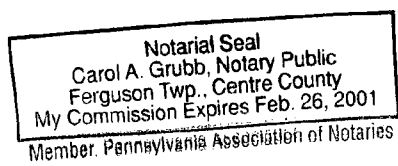
Shelley Williams t/d/b/a Curves for Women
2515 Green Tech Drive
Suite C
State College, PA

Dated: 2/23/00


Ashley Himes Kranich, Esquire

Sworn to and subscribed
before me this 23rd day of
February, 2000





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GREATER PHILIPSBURG ASSOCIATES II, LP, :

Plaintiff :

vs. :

SHELLEY WILLIAMS, trading and doing
business as CURVES FOR WOMEN, :

Defendant :

No.

AFFIDAVIT OF COMMERCIAL PURPOSE

I, Ashley Himes Kranich, Esquire, being duly sworn according to law, depose and say
that:

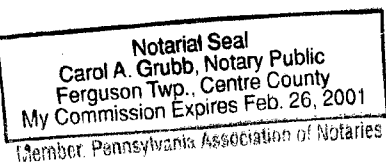
1. I am an authorized agent for the plaintiff in these proceedings and make this
affidavit on its own behalf.
2. The transaction upon which the judgment is being entered does not arise from a
retail or installment sale, contract or account.
3. The transaction upon which the judgment is being entered is in connection with a
commercial business transaction.

Dated: 2/23/00

Ashley H. Kranich
Ashley Himes Kranich, Esquire

Sworn to and subscribed
before me this 23rd day of
February, 2000

Carol A. Grubb



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GREATER PHILIPSBURG ASSOCIATES II, LP, :

Plaintiff :

vs. :

SHELLEY WILLIAMS, trading and doing
business as CURVES FOR WOMEN, :

Defendant :

No.

NOTICE OF DEFENDANT'S RIGHTS

To: Shelley Williams, t/d/b/a Curves for Women
Defendant

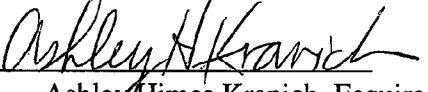
A judgment in the amount of \$13,965.55 has been entered against you and in favor of the plaintiff without any prior notice or hearing pursuant to a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator, Clearfield County Courthouse
230 E. Market Street, Clearfield, PA 16830
(814) 765-2641 ext. 5982

McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: 
Ashley Himes Kranich, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

GREATER PHILIPSBURG ASSOCIATES II, LP, :

Plaintiff :

vs. :

SHELLEY WILLIAMS, trading and doing
business as CURVES FOR WOMEN, :

Defendant :

No.

**CONFESSION OF JUDGMENT
(FOR MONEY)**

Pursuant to the authority contained in the warrant of attorney, a copy of which is attached to the Complaint in this action, I appear for the Plaintiff and confess judgment in favor of the Plaintiff and against the Defendant as follows:

Accelerated Rent	\$ 12,465.55
Attorney's Fees	<u>1,500.00</u>
Costs of Suit	<u>to be determined</u>
TOTAL	\$ 13,965.55*

* (plus costs of suit).

Respectfully submitted,
McQUAIDE, BLASKO, SCHWARTZ,
FLEMING & FAULKNER, INC.

By: Ashley H. Kranich
Ashley Himes Kranich, Esquire
Pa.I.D. #81663
Attorneys for Plaintiff

Judgment entered as above this 25th day of February, 2000.

William A. Hines
Prothonotary



**LEASE ABSTRACT
FOR**

Shelley Williams d/b/a Curves for Women

MAIN OFFICE ADDRESS: 2515 Green Tech Drive
Suite C
State College, PA 16803

MAIN OFFICE TELEPHONE: (814) 231-4505 Work
(814) 466-3357 Home

STORE ADDRESS: #13 Ames Plaza
Route 322
Philipsburg, PA 16866

STORE TELEPHONE:

TERM: Three (3) years

LEASE TERM: May 1, 1998 through April 30, 2001

OPTION: One (1) Three (3) Year Option, rent to be
negotiated 120 days prior to end of initial term.

BASE RENT: Year 1 \$7,200/annually \$600/monthly in advance*
2 \$7,800/annually \$650/monthly in advance
3 \$8,400/annually \$700/monthly in advance

TAXES: **Full Pro Rata Share

INSURANCE: **Full Pro Rata Share } Est. at \$110/monthly

COMMON AREA MAINTENANCE Full Pro Rata Share }

PERCENTAGE RENT: % of sales over N/A

UTILITIES: Paid by Tenant

MAINTENANCE:

HVAC: Tenant's responsibility

INTERIOR: Tenant's responsibility

STRUCTURAL: Landlord's responsibility

USE OF PREMISES: Diet and Exercise Center

ASSIGNMENT AND SUBLETTING: Not without prior written consent of
Landlord

SECURITY DEPOSIT: \$600.00, plus first rent payment of \$600.00

SERVICE CHARGE: Per the Lease

STORE AREA: 900 square feet

MISCELLANEOUS:

*Tenant will have May of 1998 as a free base rent month in lieu of
tenant improvements. First month that rent is to be paid is June 1998
which was paid in advance with deposit.

**A cap of \$1.00 per square foot on pro rata share of taxes
and insurance for first three (3) years.

ie: No more than \$900.00 per year for three (3) years of the Lease
Agreement for pro rata share of taxes and insurance only.

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SHOPPING CENTER LEASE

ARTICLE I. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

SECTION 1.01 BASIC LEASE PROVISIONS

DATE:

LANDLORD: Greater Philipsburg Associates II, LP

ADDRESS OF LANDLORD: 2559 Brandt School Road
Wexford, PA 15090

TENANT: Shelly Williams

ADDRESS OF TENANT: 2515 Green Tech Drive
Suite C
State College, PA 16803

TENANT'S TRADE NAME: Curves for Women

LEASE TERM: (3) LEASE YEAR(S)

TERMINATION DATE:

FIXED MINIMUM RENT:	Year 1	\$7,200/annually	\$600/monthly in advance
	2	\$7,800/annually	\$650/monthly in advance
	3	\$8,400/annually	\$700/monthly in advance

(a) Six Hundred and 00/100
Dollars (\$ \$600.00) each calendar month of any Portion Lease Year and
(each Lease Year) (the first through the first Lease Year inclusive); and

(b) Six Hundred Fifty and 00/100
Dollars (\$ 650.00) each calendar month of the 2nd Lease Year
through the 2nd Lease Year inclusive.

(c) Seven Hundred and 00/100 Dollars (\$700.00) each calendar month
PERCENTAGE RENT RATE: n/a PERCENT (— %) for year 3.

~~Breakpoint: _____
Dollars (\$ _____) prorated for any period less than a twelve (12)
month Lease Year (a "Partial Lease Year") and proportionately reduced if the Fixed
Minimum Rent shall be reduced or abated for any reason whatsoever.~~

BUSINESS TO BE CONDUCTED BY TENANT: Diet & Exercise Center

~~Advertising Percentage of Gross Receipts: No less than _____ Percent (— %) of Gross
Receipts in any Lease Year.~~

SECURITY DEPOSIT: \$600.00, plus first month's rent of \$600.00

GUARANTOR: Shelly Williams

SECTION 1.02 SIGNIFICANCE OF A BASIC LEASE PROVISION.

Each reference in this Shopping Center Lease (herein sometimes called "Lease") to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms provided under each such Basic Lease Provision.

SECTION 1.03 ENUMERATION OF EXHIBITS

The Exhibits enumerated in this Section and attached to this Lease are incorporated in this Lease by this reference and are to be construed as a part of this Lease.

EXHIBIT A: Site Plan of Shopping Center containing a plan of Leased Premises (which shall establish the floor area contained therein, sometimes herein referred to as "Floor Area").

EXHIBIT B: Rules and Regulations

EXHIBIT C: Description of ~~Tenant's Work~~ Landlord's work

ARTICLE II. LEASED PREMISES AND TERM

SECTION 2.01 SHOPPING CENTER AND COMMON AREAS

Landlord owns or controls the tract of land in the City of Philipsburg County of Clearfield, the State of Pennsylvania. Said land, together with certain existing or proposed buildings and improvements depicted on Exhibit "A" commonly known as Philipsburg Plaza (herein called "Shopping Center").

The term "Common Areas" shall be deemed to mean all areas, improvements, space, equipment and special services in or at the Shopping Center provided by Landlord for the common or joint use and benefit of tenants of the Shopping Center, their officers, employees, agents, servants, customers and other invitees, including without limitation all parking areas, access roads, driveways, entrances and exits, retaining walls, landscaped areas, truck serviceways or tunnels, loading docks, pedestrian malls, courts, stairs, ramps and sidewalks, exterior stairs, comfort and first aid stations, washrooms and parcel pick-up stations, on-site signs identifying or advertising the Shopping Center and maintenance buildings.

Landlord reserves the right to change the number and location of buildings, building dimensions, the number of floors in any of the buildings, store dimension, Common Areas, the identity and type of other stores and tenancies, provided only that the size of the Leased Premises (as hereinafter defined), reasonable access to the Lease Premises and the parking facilities to be provided shall not be materially impaired.

SECTION 2.02 LEASED PREMISES

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, those certain premises, now existing or hereafter to be erected in the Shopping Center, which premises consist of _____ containing a Floor Area of approximately 900 square feet, (herein called the "Leased Premises"). The boundaries and location of the Leased Premises are outlined in red on Exhibit A. Landlord reserves to itself, however, the use of the roof, exterior walls (other than store fronts) and the area above and below the Leased Premises together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises and which serve other parts of the Shopping Center.

SECTION 2.03 USE OF ADDITIONAL AREAS

The use and occupation by the Tenant of the Leased Premises shall include the right to use in common with the others entitled thereto the Common Areas, as may be

designated from time to time by the Landlord subject, however, to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 2.04 COMMENCEMENT AND ENDING DATE OF TERM

The terms of this Lease and Tenant's obligation to pay rent hereunder shall commence on the earlier of (a) _____, 19____, or (b) the day Tenant shall open the Leased Premises for business to the public. The term of this Lease (herein called "Lease Term") shall end the last day of the last Lease Year (as hereinafter defined unless sooner terminated).

SECTION 2.05 LEASE YEAR DEFINED

The term "Lease Year" is herein defined to mean a period of twelve (12) consecutive calendar months except if the term hereof shall commence on a day of the month other than the first day of the month, then the first Lease Year shall be for a period of twelve (12) months plus the fractional part of the calendar month preceding the first full calendar month in the Lease Term. Each succeeding Lease Year shall commence on the anniversary date of the first Lease Year.

SECTION 2.06 STATEMENT OF LEASE TERM

When the commencement date and termination date of the Lease Term have been determined as provided in Section 2.04, Landlord and Tenant shall execute and deliver a written statement in recordable form specifying therein the commencement date and termination date of the Lease Term.

SECTION 2.07 FAILURE OF TENANT TO OPEN

In the event that Tenant fails to open the Leased Premises for business fully fixtured, stocked and staffed on the commencement date of the Lease Term, then the Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Fixed Minimum Rent provided in Section 1.01 but additional rent at the rate of _____ Dollars (\$_____) per day for each and every day that the Tenant shall fail to commence to do business as herein provided; said additional rental shall be deemed to be in lieu of any Percentage Rent that might have been earned during such period of the Tenant's failure to open..

SECTION 2.08 EXCUSE OF LANDLORD'S PERFORMANCE

Anything in this Lease to the contrary notwithstanding, providing such cause if not due to the willful act or neglect of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any materials, service or financing, through Act of God or other cause beyond the control of the Landlord.

ARTICLE III. RENT

SECTION 3.01 FIXED MINIMUM RENT

Tenant agrees to pay to Landlord at the office of Landlord, or at such other place designated by Landlord, without any prior demand therefore and without any set-off or deduction whatsoever, Fixed Minimum Rent, as provided in Section 1.01, payable in advance in equal successive installments upon the first day of each calendar month included in the Lease Term.

If the Lease Term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay, upon the commencement date of the Lease Term, one-thirtieth (1/30th) of such Fixed Minimum Rent for each day of the fractional calendar month preceding the first full calendar month in the Lease Term.

~~SECTION 3.02 PERCENTAGE RENT~~

(a) In addition to the Fixed Minimum Rent aforesaid, Tenant agrees to pay to Landlord, in the manner and upon the conditions and at the times hereinafter set forth, with respect to each Lease Year, and as Percentage Rent hereunder, a sum equivalent to the amount, if any, by which the Percentage Rent Rate during the Lease Term, as provided in Section 1.01, of the Gross Receipts as hereinafter defined) exceeds the Breakpoint with respect to such Partial Lease Year or to such Lease Year. Said Percentage Rent shall be payable as hereinafter provided at the office of Landlord or at such other place as Landlord may designate without any prior demand therefore, and except as provided in clause (b) of this Section, without any set-off or deduction whatsoever.

(b) Said Percentage Rent shall be paid monthly on or before the fifteenth (15th) day after the last day of the month in which the Gross Receipts of Tenant in any Lease Year exceed the Breakpoint and monthly thereafter, on or before the fifteenth (15th) day following each such month, as to all Gross Receipts during the remainder of such Lease Year.

SECTION 3.03 TERMINATION BY LANDLORD FOR INSUFFICIENT RENT

If the aggregate of the Fixed Minimum Rent and the Percentage Rent paid by Tenant to Landlord during the first _____ () Lease Year shall be less than _____ (\$ _____) Dollars, Landlord may, at its election, terminate this Lease and the tenancy hereby created by giving to Tenant within one hundred eighty (180) days after the expiration of said period written notice of Landlord's election to do so. The termination shall be effective not less than ninety (90) days after Landlord's election; provided, however, Landlord's termination as aforesaid shall be ineffective if Tenant, within thirty (30) days after receipt of Landlord's notice, shall pay to Landlord the amount of such rent deficiency and shall agree to increase the Fixed Minimum rent thereafter to _____ Dollars (\$ _____) per month.

~~SECTION 3.04 GROSS RECEIPTS DEFINED~~

"Gross Receipts" as used herein shall mean the amount of sales of all merchandise or services sold or rendered in, or about or from the Leased Premises by Tenant or any subtenants, licensees or concessionaires, whether for cash or on a charge, credit or time basis, without reserve, or deduction for inability or failure to collect, including but not limited to such sales and services (1) where orders originate and/or are accepted by Tenant in the Leased Premises but delivery or performance thereof is made from, or at any place other than Leased Premises; (2) pursuant to mail, telegraph, telephone or other similar orders received or filed at or in Leased Premises; (3) by means of mechanical and other vending machines in or about Leased Premises, and (4) sales which Tenant, in the normal and customary course of business, would credit or attribute to its business upon Leased Premises or any part or parts thereof. There shall be deducted from Gross Receipts; (1) amounts of refunds, allowances or discounts are in the form of credits to customers provided they have been included in gross sales and provided further that if such refunds, allowances or discounts are in the form of credits to customers, such credits shall be included in Gross receipts when used; (2) exchange of merchandise between stores of Tenant where such exchanges are made solely for the operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in, on or from the Leased Premises and/or for the purpose of depriving Landlord of the benefit of such sale which otherwise would have been made at, in or from the Leased Premises; (3) returns to shippers and manufacturers for credit; (4) sales of business in the Leased Premises (provided Landlord has consented to such sale in writing); (5) all sums and credits

~~received in settlement of claims for loss or damage to merchandise; and (6) amount of any excise or sales tax levied upon retail sales and payable over to appropriate government authority, provided that specific record is made at the time of each sale of the amount of sales tax and the amount thereof is expressly charged to the customer.~~

SECTION 3.05 TENANT'S TAX OBLIGATION

(a) Tenant agrees to pay to Landlord its proportionate share of all real property and ad valorem taxes (including but not limited to assessments) which may be levied or assessed by any lawful authority, for each calendar year during the Lease Term, against the land and buildings comprising the Shopping Center, together with its pro rata share of any and all expenses incurred by Landlord in negotiating, appealing or contesting any such taxes, assessments and costs and expenses that the number of square feet of Floor Area in the Leased Premises bears to the average total number of square feet leasable in the Shopping Center on the first day of each calendar month in such calendar year. Should the state in which the Shopping Center is located or any political subdivision thereof or any governmental authority having jurisdiction over the Shopping Center impose a tax and/or assessment (other than an income or franchise tax) either upon or against the rentals payable by tenants in the Shopping Center to Landlord or upon or against the business of renting land or buildings, either by way of substitution for the taxes and assessments levied or assessed against such land and such buildings or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and such buildings for the purpose of this Section (all of the above taxes, assessments, costs and expenses are collectively called "Real Estate Tax Expenses").

(b) Tenant's proportionate share of all the Real Estate Tax Expenses during the Lease Term shall be paid when invoiced by Landlord; provided that Landlord may, but shall not be obligated to, use an estimated monthly amount required to be paid by Tenant in monthly installments due from Tenant hereunder. Upon receipt of all tax bills, assessment bills and other bills for other Real Estate Tax Expenses attributed to any calendar year during the Lease Term. Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportional share of the taxes and assessments for such year. If the total amount paid by Tenant under this Section for any calendar year during the Lease Term as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due from Tenant for such calendar year, such excess shall be credited against future amounts due under this Section. All amounts due hereunder shall be payable to Landlord at the place where the Fixed Minimum Rent is payable. For the calendar years in which this Lease commences and terminates, the provision of this Section shall apply, and Tenant's liability for its proportionate share of any Real Estate Tax Expenses for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during the Lease Term. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall, at all times, be sufficient evidence of the amount of taxes and/or assessments assessed or levied against the property to which such bill relates. Prior to, or at the commencement of the Lease Term, and from time to time thereafter throughout the Lease Term, Landlord shall notify Tenant, in writing, of Landlord's estimate of Tenant's monthly installments due hereunder. Landlord's and Tenant's obligations under this Section shall survive the expiration of the Lease Term.

SECTION 3.06 ADDITIONAL RENT

The Tenant shall pay, as additional rent, without any deduction or set-off whatsoever, any amount required to be paid pursuant to Section 3.06, 11.01, 13.02, 14.02, 14.04, 14.05 and 15.01 and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due thereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable thereunder, or limit any other remedy of the Landlord.

SECTION 3.07 PAST DUE RENT AND ADDITIONAL RENT

If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, or amounts or charges of the character described in Section 3.05 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the less of Eighteen Percent (18%) per annum or the maximum interest rate permitted by law. In addition, Tenant shall pay to Landlord a Seven Percent (7%) service charge for any rent payment made after the tenth (10th) of the month.
CONTINUOUS LATE PAYMENTS WILL RESULT IN DEFAULT BY TENANT.

~~ARTICLE IV. RECORDS AND BOOKS OF ACCOUNT~~

SECTION 4.01 TENANT'S RECORDS

For the purpose of ascertaining the amount payable as Percentage Rent, Tenant agrees to prepare and keep on the Leased Premises, for a period of not less than three (3) years following each of the dates upon which Tenant delivers to Landlord each of the written statements required in Section 4.02, adequate records for the period reported upon by such statement which shall show inventories and receipts of merchandise at the Leased Premises, and daily receipts from all sales and other persons conducting any business upon or from the Leased Premises. Tenant shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions whether for cash or credit in a cash register or in cash registers having a cumulative total which shall be sealed in a manner approved by Landlord and having such other features as shall be approved by Landlord. Tenant further agrees to keep on the Leased Premises for at least three (3) years following the end of each Lease Year, the gross income, sales and occupation tax returns with respect to said Lease Years and all pertinent original sales records. Pertinent original sales records shall include: (a) cash register tapes, including tapes from temporary registers; (b) serially numbered sales slips; (c) the originals of all mail orders at and to the Leased Premises; (d) the original records of all telephone orders at and to the Leased Premises; (e) settlement report sheets or transactions with subtenants, concessionaires and licensees; (f) the original records showing the merchandise returned by customers was purchased at the Leased Premises by such customers; (g) memorandum receipts or other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales; and (h) the records specified in (a) or (h) above of sub-tenants, assignees, concessionaires or licensees. Landlord and Landlord's authorized representative shall have the right to examine Tenant's records aforesaid during regular business hours.

~~SECTION 4.02 REPORTS BY TENANT~~

Tenant shall submit to Landlord on or before the fifteenth (15th) day following each month during the Lease Term (including the fifteen (15) days of the month following the end of the Lease Term) at the place then fixed for the payment of rent, a written statement signed by Tenant, and certified by it to be true and correct, showing in reasonably accurate detail satisfactory scope to Landlord the amount of Gross Receipts during the preceding Lease Year, and duly certified by independent certified public accountant of recognized standing, which certification shall be one which is satisfactory to Landlord in scope and substance. The statement referred to herein shall be in such form and type and contain such details and breakdown as the Landlord may reasonably determine.

ARTICLE V. AUDIT

~~SECTION 5.01 RIGHT TO EXAMINE BOOKS~~

~~The acceptance by the Landlord of payments of Percentage Rent shall be without prejudice to the Landlord's right to an examination of the Tenant's books and records of its Gross Receipts and inventories of merchandise at the Leased Premises in order to verify the amount of annual Gross Receipts received by the Tenant in and from the Leased Premises.~~

~~SECTION 5.02 AUDIT~~

~~At its option, Landlord may cause, at any reasonable time, a complete audit to be made of Tenant's business affairs and records relating to the Leased Premises for the period covered by any statement issued by the Tenant as above set forth. If such audit shall disclose a liability for rent to the extent of One Percent (1%) or more in excess of the rentals theretofore computed and paid by Tenant for such period, Tenant shall promptly pay to Landlord the cost of said audit in addition to the deficiency, which deficiency shall be payable in any event, and, in addition, Landlord, at Landlord's option, may terminate this lease upon five (5) days notice to Tenant of Landlord's election to do so.~~

ARTICLE VI. CONSTRUCTION, ALTERATION AND RELOCATION OF IMPROVEMENTS AND ADDITIONS THERETO

SECTION 6.01 CHANGES AND ADDITIONS

Landlord hereby reserves the right at any time to make alterations or additions to and/or to build additional stores on the building in which the Leased Premises are contained an to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stores on any such building or buildings and to build adjoining same.

SECTION 6.02 RIGHT TO RELOCATE

The purpose of the site plan attached hereto as Exhibit A is to show the approximate location of the Leased Premises. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas, and the common areas shown on said site plan.

Landlord states, and Tenant acknowledges, that from time to time circumstances may arise under which it would be beneficial to the Shopping Center to relocate one or more Tenants within the Shopping Center. The parties hereto do all agree that Landlord shall and does reserve the right at Landlord's sole discretion to relocate Tenant to equivalent premises within the Shopping Center.

SECTION 6.03 DELIVERY OF POSSESSION FOR TENANT'S WORK

It is agreed that by occupying the Leased Premises as a Tenant, Tenant normally accepts the same and acknowledges that the Leased Premises are in the condition called for hereunder.

SECTION 6.04 CONSTRUCTION BY TENANT

Tenant agrees, at Tenant's sole cost and expense, to provide all work of whatsoever nature that is necessary to complete the Leased Premises and open the Leased Premises for business to the public including its obligation set forth in Exhibit "C" as "Tenant's Work". Tenant agrees to furnish Landlord, within the time periods required in Exhibit "C", with a complete and detailed set of plans and specifications, in compliance

with Exhibit "C", drawn by a registered architect, setting forth and describing Tenant's Work in such detail as Landlord may reasonably require. Tenant's architect and any contractor used in performing Tenant's work shall be approved in writing by Landlord. Landlord may require Tenant, at Tenant's sole cost and expense, to furnish a bond or other security satisfactory to Landlord to assure diligent and faithful performance of Tenant's Work. If said plans and specifications are not so furnished by Tenant within the required time periods, the Landlord may, at its option, cancel this Lease at any time thereafter, which such plans and specifications have not been so furnished to Tenant with receipt by Landlord. No deviation from the final set of plans and specifications, once submitted to and approved by Landlord, shall be made by Tenant without Landlord's proper written consent. Approval of plans and specifications by Landlord for their accuracy or sufficiency, and fails to complete Tenant's Work in accordance with such plans and specifications with due diligence the Landlord may, at Landlord's option, terminate this Lease and the tenancy hereby created or may, at Landlord's option, enter the Leased Premises, complete Tenant's Work and Tenant shall pay the cost thereof to Landlord upon demand.

SECTION 6.05 SETTLEMENT OF DISPUTES.

It is understood and agreed that in the event any disagreement or dispute arises between Landlord and Tenant with reference (a) to the condition of the Leased Premises immediately preceding the date on which Tenant commences Tenant's Work or (b) to the work to be performed with respect to the Leased Premises pursuant to Exhibit "C", the certification of Landlord's supervising architect, if any, shall be conclusive and binding upon the parties hereto.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

SECTION 7.01 USE OF LEASED PREMISES

Tenant shall use the Leased Premises solely for the business to be conducted by Tenant, as provided in section 1.01, and at all times shall operate Tenant's business on the Leased Premises under Tenant's Trade Name provided in Section 1.01. Tenant, from the commencement of the Lease Term shall conduct continuously in the Leased Premises the business provided in Section 1.01. Tenant will not use or permit, or suffer the use of the Leased Premises for any other business or purpose. Tenant shall not sell, display or solicit sales outside the Leased Premises or in the Common Areas. Tenant shall not use or permit the use of any vending machines or public telephones on, at or about the Leased Premises, without the prior written consent of Landlord. Tenant shall not conduct catalogue sales in or from the Leased Premises except for merchandise which Tenant is permitted to sell "over the counter" in or at the Leased Premises pursuant to the provision of this Section 7.01. Tenant shall not commit waste, perform any acts or carry on any practices which may injure the Shopping Center or be nuisance or menace to other Tenants in the Shopping Center.

SECTION 7.02 OPERATION OF BUSINESS

Tenant shall operate all of the Leased Premises during the entire Lease Term with sound business practice, due diligence and efficiency so as to produce the maximum Gross Receipts which may be produced by such manner of operation. Tenant shall provide, install and at all times maintain in the Leased Premises all suitable furniture, fixtures, equipment and other personal property necessary for the conduct of Tenant's business therein in a business-like manner. shall carry at all times in the Leased Premises a stock of merchandise of such size, character and quality as shall be reasonably designed to produce the maximum return to Landlord and Tenant, and shall staff the Leased Premises at all times with sufficient sales personnel to serve its customers. Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the city or trade area in which the Shopping Center is located, and will keep the Leased Premises open for business during those days, nights and hours, ~~as shall be determined by Landlord.~~ Tenant shall install and maintain at all times displays of

merchandise in the display windows and signs, if any, in the Leased Premises well lighted, ~~during the hours from sundown to 11:00 P.M. unless prevented by causes beyond the control of Tenant.~~

SECTION 7.03 STORAGE, OFFICE SPACE

Tenant shall warehouse, store and/or stock in the Leased Premises only such goods, ware and merchandise as Tenants intends to offer for sale at retail at, in, from, or upon the Leased Premises. This shall not preclude occasional emergency transfers of merchandise to other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use space in the Leased Premises as is from time to time reasonably required for Tenant's business in the Leased Premises. No overnight lodging shall be permitted on the Leased Premises. No second-hand, auction fire distress, or bankruptcy sales may be conducted in the Leased Premises without the previous consent of Landlord.

SECTION 8.01 CONSENT OF LANDLORD

Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord.

ARTICLE IX. SECURITY DEPOSIT

SECTION 9.01 AMOUNT OF DEPOSIT

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord a security deposit as provided in Section 1.01, receipt of which is hereby acknowledged by Landlord. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the Lease Term. If, at any time during the Lease Term, any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply a portion of said deposit to the payment of any such overdue rent or other sum.

SECTION 9.02 USE AND RETURN OF DEPOSIT.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord, at its option, may appropriate and apply said entire deposit or so much thereof as may be necessary, to compensate the Landlord for loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord to the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Landlord thereunder, the said deposit shall be returned to Tenant at the end of the Lease Term or upon the earlier termination of this Lease, less any portion hereof which may have been utilized by Landlord to cure any default or applied to any damage suffered by Landlord to cure any default or applied to any damage suffered by Landlord. Neither said deposit nor the application thereof by Landlord, as hereinabove provided, shall be at a bar or defense to any actions in unlawful detainer or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

SECTION 9.03 TRANSFER OF DEPOSIT

Landlord may deliver the funds deposited thereunder by Tenant to the purchaser or

transferee of Landlord's interest in the Leased Premises, in the event that such interest be sold or transferred, and, in the event the purchaser or transferee assumes the obligations of Landlord, thereupon Landlord shall be discharged from any further liability with respect to such deposit.

ARTICLE X. CONTROL OF COMMON AREAS

SECTION 10.01 CONTROL OF COMMON AREAS BY LANDLORD

All Common Areas shall, at all times, be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all Common Areas. Tenant agrees to abide by and conform with such rules and regulations; to cause its concessionaires and suppliers, officers, agents, employees and independent contractors so to abide and conform; and to use its best efforts to cause its customers, invitees and licensees so to abide and conform. Landlord shall have the right to construct, maintain and operate lighting facilities in and on all Common Areas; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities located in the Common Areas; to restrict parking by Tenants, their officers, agents and employees to employee parking areas; to enforce parking charges, (by operation of meters or otherwise), with appropriate provisions for free-parking ticket validating by Tenants, to close all or any portion of the parking areas or parking facilities; to discourage non-customer parking; and to do and perform such other acts in and to the Common Area as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents employees and customers. Landlord will operate and maintain the Common Areas in such manner as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas.

SECTION 10.01 LICENSE

All Common Areas not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under revocable license, and if the amount of the Common Areas be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, except as otherwise provided elsewhere herein, nor shall such diminution of the Common Areas be deemed constructive or actual eviction.

ARTICLE XI. COST OF MAINTENANCE

SECTION 11.01 TENANT TO BEAR PRO RATA SHARE OF EXPENSE

(a) In each Lease Year, Tenant will pay to Landlord, monthly in advance in addition to the rentals specified in Article III hereof, as further additional rent, subject to the limitation hereinafter set forth, that portion of the Shopping Center's Cost, as hereinafter defined, that the number of square feet of Floor Area of the Leased Premises bears to the total number of square feet of all the Floor Area leasable in the Shopping Center.

(b) For the purpose of this Section 11.01, the term "Shopping Center's Cost" is hereby defined to mean the total cost and expense incurred in operating, managing, equipping, lighting, repairing, replacing and maintaining the Common Areas of the Shopping Center, including appropriate reserves therefore and specifically including, without limitation, gardening and landscaping, store drainage and sanitary sewer systems and other utility systems and equipment traffic control equipment, sign pylons, heating and air conditioning, the cost of public liability, property damage, and other insurance maintained by Landlord for the Shopping Center, repairs, replacements, line painting,

lighting, sanitary control, removal of snow, ice, trash, rubbish, garbage and other refuse depreciation on or rentals of machinery and equipment used in such maintenance, the cost of personnel to implement such services, to direct parking, and to police the Common Areas and Fifteen Percent (15%) of all the foregoing costs to cover the Landlord's administrative and overhead costs.

(c) The additional rent provided to be paid in this Section 11.01, shall at Landlord's option be actual monthly billings, or an amount estimated in advance by Landlord, and shall be computed on the basis of a period of one (1) month except that the first such period may be of greater or less duration, commencing and ending on such dates as may be designated by Landlord and such estimate shall be paid in advance by Tenant promptly upon receipt of monthly bills therefore from Landlord without any deduction or set-off whatever. Such additional rent shall be held by Landlord for the payment of the Shopping Center Cost and applied to the next monthly payment of additional rent provided to be paid in this Section 11.01. The Tenant shall not be entitled to receive interest on any additional rent paid thereunder.

(d) For the purpose of this Section 11.01, the amount of Floor Area leasable in the Shopping Center in effect for the whole of any such monthly period shall be the average of the total amounts in effect on the first day of each month in each Lease Year.

ARTICLE XII. SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

SECTION 12.01 INSTALLATION BY TENANT

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant will not create or permit to be created or to remain, and will discharge any lien, encumbrance or charge upon fixtures, equipment, or personal property located within the Leased Premises. After the completion of Tenant's Work in accordance with Section 6.04 hereof, Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time the approval is sought.

SECTION 12.02 REMOVAL BY TENANT

All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall at once, when made or installed, be deemed to have attached to the freehold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if prior to termination of this Lease, or within fifteen (15) days thereafter. If Landlord so directs, Tenant shall promptly remove the additions, improvements fixtures and installations which were placed in the Leased Premises by Tenant and which are designated in said notice and repair any damage occasioned by such removal. In default thereof, Landlord may effect said removals and repairs at Tenant's expense.

SECTION 12.03 TENANT SHALL DISCHARGE ALL LIENS

Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Leased Premises), encumbrance or other charge upon the Leased Premises or any part thereof, upon Tenant's leasehold interest therein, provided that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Leased Premises by the act of Landlord.

Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics, laborers, or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be demanded by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Leased Premises, or any part thereof, by reason of such non-payment. On final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon payment and release or satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have received in connection with such contest. Landlord reserves the right to enter the Leased Premises to post and keep posted notices of non-responsibility for any such lien. Tenant will pay, protect and indemnify Landlord within ten (10) days after demand therefore, from and against all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien and/or the removal of the same.

SECTION 12.04 SIGNS, AWNINGS AND CANOPIES

Tenant shall not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, banner or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, plumbing fixture or protruding object or any decoration, lettering or advertising matter of the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be specified on Exhibit "C" or as may hereafter be approved in good condition and repair at all times.

ARTICLE XIII. MAINTENANCE OF LEASED PREMISES

SECTION 13.01 LANDLORD'S OBLIGATIONS FOR MAINTENANCE

Landlord shall keep and maintain the exterior structural portions of the Leased Premises exclusive of doors, door frames, door checks, windows, and exclusive of window frames located in exterior building walls, in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees or contractors. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Leased Premises and appurtenances, except as may be required under Articles XX and XXI hereof.

SECTION 13.02 TENANT'S OBLIGATION FOR MAINTENANCE

(a) Except as provided in Section 13.01 of this Lease, Tenant shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Leased Premises and every part thereof any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Premises including free flow up to the main sewer line, fixtures, heating and air conditioning and sprinkler systems, walls, floors and ceilings, roof, and any work performed by Tenant pursuant to Exhibit "C" or Section 13.01 hereof.

(b) Tenant shall keep and maintain the Leased Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenants shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Leased Premises and all appurtenances thereto. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof to Landlord as additional rent upon demand, together with interest thereon as computed in Section 3.06.

SECTION 13.03 SURRENDER OF LEASED PREMISES

At the termination of this Lease, or any renewal term thereof, Tenant shall surrender the Leased Premises in the same condition (subject to the removals hereinafter required) as the Leased Premises were on the date the Tenant opened the Leased Premises for business to the public, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combination of locks, safes and vaults, if any, in the Leased Premises. Tenant during the last thirty (30) days of such term, shall remove all its trade fixtures, and to the extent required by Landlord by written notice, any other installation, alterations or improvements provided for in Section 12.01 hereof, before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease Term.

SECTION 13.04 RULES AND REGULATIONS

Tenant agrees to comply with and observe the rules and regulations appended to this Lease as Exhibit "B". Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Leased Premises and the Shopping Center. Notice of such additional rules and regulations and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE XIV INSURANCE AND INDEMNIFY

SECTION 14.01 INSURANCE OF TENANT

Tenant shall, during the Lease Term hereof, keep in full force and effect a policy or policies of (1) public liability and property damage insurance with respect to the Leased Premises, and the business conducted by Tenant and any subtenants of Tenant in the Leased Premises, in which the public liability shall be not less than \$1,000,000 per person and \$3,000,000 per accident and in which the property damage liability shall be not less than \$100,000 and (b) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all leasehold or building improvements in the Leased Premises, as well as, the cost of personal property therein. The policy or policies shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change such insurance without first giving the Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policies or certificates of insurance shall be delivered to Landlord. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 14.03 hereof and shall be subject to increase at any time and from time to time, if Landlord in the exercise of its reasonable judgment shall deem necessary for adequate protection. If Tenant refuses or neglects to secure and maintain insurance policies complying with the provision of this Section 14.01, Landlord may, but shall not be required so to do, secure and maintain such insurance policies and Tenant shall pay the cost thereof to Landlord, additional rent, upon demand.

SECTION 14.02 INCREASE IN FIRE INSURANCE PREMIUM

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay an increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may

be carried by Landlord on the Leased Premises or the Shopping Center resulting from (a) the type of merchandise sold by Tenant in or from the Leased Premises, or (b) the failure to comply with rules, regulations or recommendations of the "Body" (as hereinafter defined) relating to equipment installed by or on behalf of Tenant. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Leased Premises.

Tenant shall, at its own cost and expense, comply with all of the rules, regulations and recommendations of the Fire Insurance Rating Organization having jurisdiction over the Shopping Center and any similar body (individually and collectively the "Body"). Any finding by the Body shall be deemed to be conclusive.

In the event Tenant's occupancy causes any increase of premium for the fire, boiler, and/or casualty rates on the Leased Premises or Shopping Center or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reason thereof. The Tenant also shall pay, in such event, any additional premiums that shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

SECTION 14.03 INDEMNIFICATION OF LANDLORD

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises and Common Areas or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, without fault on its part, be made a part to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease.

SECTION 14.04 PLATE GLASS

The Tenant shall replace, at the expense of Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Leased Premises. Tenant shall insure, and keep insured, at Tenant's expense, all plate and other glass in the Leased Premises for and in the name of Landlord and Tenant. Tenant shall submit to Landlord from time to time evidence of such insurance being in effect.

~~**SECTION 14.05 BOILER INSURANCE**~~

~~Tenant hereby authorizes the Landlord to obtain boiler broad form insurance, if any is applicable, in the amount of \$50,000 in the name of the Tenant and for and in the name of the Landlord. Bills for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as additional rent.~~

SECTION 14.06 INSURANCE BY LANDLORD

Landlord may maintain (a) comprehensive general liability insurance relating to the Shopping Center in such amounts as Landlord may deem necessary and (b) fire and extended coverage, vandalism, malicious mischief, special extended coverage insurance to the extent of the full replacement value of the Shopping Center building and improvements and such other insurance coverage which Landlord deems advisable. Tenant shall pay its

pro rata share of such insurance at the same time and in the same manner as specified in Section 11.01 (c).

SECTION 14.07 WAIVER OF SUBROGATION

Landlord and Tenant hereby released the other, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property or such party even if such loss or damage shall be brought about by the fault or negligence of the other party, its agents or employees; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance shall contain a clause to the effect that this release shall not affect said policy or the right of the insured to recover thereunder. If any policy does not permit such a waiver or subrogation and, if the party to benefit therefrom requests in writing that such a waiver be obtained, the other party agrees to obtain an endorsement to such policy permitting such waiver, if it is available. If an additional premium is charged for such waiver, the party benefiting therefrom, if it desires to have the waiver, agrees to pay to the other the amount of such additional premium promptly upon being billed therefore.

ARTICLE XV UTILITIES

SECTION 15.01 UTILITY CHARGES

Tenant shall be solely responsible for, and promptly pay, all charges for heat, water, gas, electricity, sprinkler charges, fire line charges, sewer rental, sewage treatment facilities, or any other utility used or consumed in the Leased Premises, together with all taxes levied or other charges on such utilities and charges based on consumption, standard utility capacity or potential utility use. Should Landlord elect to supply the water, gas, heat, electricity or any other utility used or consumed in the Leased Premises, Tenant agrees to pay as additional rent the increase in the fair and reasonable rental value of the Leased Premises due to the supplying of any such utilities. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Leased Premises.

ARTICLE XVI. ESTOPPEL CERTIFICATE, ATTAINMENT, SUBORDINATION, EXCULPATORY

SECTION 16.01 ESTOPPEL CERTIFICATE

Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which Fixed Minimum Rent, Percentage Rent and other charges have been paid.

SECTION 16.02 ATTORNMENT

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

SECTION 16.03 SUBORDINATION

Upon request of the Landlord, Tenant will, in writing, subordinate its rights hereunder to the line of any mortgage or mortgages, or the lien resulting from any other

method of financing or refinancing, now or hereafter in force or against the Shopping Center or any portions thereof, and to all advances made or hereafter to be made upon the security thereof.

SECTION 16.04 ATTORNEY-IN-FACT

The Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Section 16.01, 16.02, and 16.03 above shall be requested by the Landlord. The Tenant hereby irrevocably appoints the Landlord as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. In fifteen (15) days after the date of a written request by Landlord to execute such instruments the Tenant shall not have executed the same, the Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

SECTION 16.05 EXCULPATORY

The Landlord and any successor in interest shall not be subject to personal liability in respect to any of the covenants or conditions of the Lease. The Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of the remedies of the Tenant in the event of breach by Landlord. Tenant hereby agrees that it will not bring or maintain any action or suit for a judgment against the assets of the Landlord other than its equity in the Shopping Center or against the successors or assigns of Landlord or any of them; the right to bring or maintain any such action or suit for personal judgment against the other assets of the successors or assigns, or any of the, is hereby expressly waived.

SECTION 16.06 MORTGAGEE'S APPROVAL

If any mortgagee of the Shopping Center requires any modification of the terms and provisions of this Lease as a condition of such financing as Landlord may desire, then Landlord shall have the right to cancel this Lease if Tenant fails or refuses to approve and execute such modification(s) within thirty (30) days after Landlord's request therefore, provided said request is made at least thirty (30) days prior to delivery of the possession. Upon such cancellation by Landlord, this Lease shall be null and void and neither party shall have any liability either for damages or otherwise to the other by reason of such cancellation. In no event, however, shall Tenant be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree to any modification of the provisions of this Lease relating to the amount of rent or other charges reserved herein; the size and/or location of the Leased Premises; the duration and/or commencement date of the term.

ARTICLE XVII. ASSIGNMENT AND SUBLETTING

SECTION 17.01 CONSENT REQUIRED

Tenant will not voluntarily assign, mortgage, pledge, hypothecate or sublet this Lease in whole or in part, nor license, franchise or sublet all or any part of the Leased Premises, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning, mortgaging, pledging, hypothecating, licensing, franchising or subletting shall be construed to include a prohibition against any such act by operation of law, legal process, receivership, bankruptcy or otherwise. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in processing, documenting or administering any request of Tenant for Landlord's consent required pursuant to this Section. If this Lease be assigned, or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant as tenant, or a release of Tenant from further

performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. In the event any rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to the Landlord and shall be payable to the Landlord as additional rent reserved herein. However, Landlord shall not unreasonably withhold its consent as long as the transferee is financially qualified.

SECTION 17.02 CORPORATE OWNERSHIP

If, at any time during the Lease Term, any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said corporate shares on the date of this Lease, Tenant shall promptly notify Landlord in writing of such change, and Landlord may terminate this Lease at any time after such change in control by giving Tenant thirty (30) days prior written notice of such termination.

ARTICLE XVIII. WASTE, GOVERNMENTAL REGULATIONS

SECTION 18.01 WASTE OR NUISANCE

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center except what is permitted towards conducting its normal business activities.

SECTION 18.02 GOVERNMENTAL REGULATIONS

Tenant shall, at Tenant's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all local, municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes.

ARTICLE XIX. ADVERTISING, TARGETED ADVERTISING

SECTION 19.01. CHANGE OF NAME

Tenant agrees not to change the Trade Name of the business conducted in the Leased Premises, as provided in Section 1.01, without the written permission of Landlord.

SECTION 19.02 SOLICITATION OF BUSINESS

Tenant and Tenant's employees and agents shall not solicit business in the parking areas or other Common Areas, nor shall Tenant distribute handbills or other advertising matter in automobiles parked in the parking area or in other Common Areas.

~~**SECTION 19.03. TARGETED MARKETING PLAN**~~

~~The Tenant agrees to become a member of, and participate fully in, the Targeted Marketing Plan which may be effectuated from time to time by the Landlord for the purpose of promoting and increasing sales in the Shopping Center. Tenant shall pay its pro rata share of such promotional costs provided it shall have had the opportunity to reasonably approve any advertising as it relates to Tenant's business.~~

~~SECTION 19.04. ADVERTISING OF TENANT~~

~~Tenant, at its sole expense, agrees to refer to the Shopping Center by the name provided in Section 2.01 in designating the location of the Leased Premises in all newspaper or other advertising, stationery, other printed material and all other references to location; to include the address and identity of its business activity in the Leased Premises in all advertisements made by Tenant in which the address and identity of any other business activity of like character conducted by Tenant within the city or trade area in which the Shopping Center is located shall be mentioned; and to use, in such advertising, only the Tenant's trade name provided in Section 1.01. Tenant shall spend all advertising of the Leased Premises in each Lease Year an amount equal to no less than the Advertising Percentage of Gross Receipts (as provided in Section 1.01) in such Lease Year for advertising of the business operated from the Leased Premises. If Tenant fails or refuses to comply with these minimum advertising requirements, Tenant shall pay to Landlord, upon demand, an amount equal to the deficiency in such advertising costs as additional rent hereunder.~~

ARTICLE XX. DESTRUCTION OF LEASED PREMISES

SECTION 20.01 FIRE, EXPLOSION OR OTHER CASUALTY

Should the Leased Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the standard fire and casualty insurance policy with approved standard extended coverage endorsement applicable to the Leased Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Landlord's obligation hereunder shall be limited to the building and improvements originally provided by Landlord upon the commencement of the term hereof. Landlord shall not be obligated to repair, rebuild or replace any property belonging to Tenant or any improvements to the Leased Premises furnished by Tenant. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall, at its cost and expense, repair, restore, redecorate and refixture the Leased Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the building and improvements to be reconstructed by Landlord as above set forth, and the proceeds of all insurance carried by Tenant on the property, decorations and improvements as well as fixtures and contents in the Leased Premises shall be held in trust by Tenant for such purposes. In the event the Leased Premises are completely or partially destroyed or so damaged by fire or other casualty and this Lease is not terminated as hereinafter provided, there shall be no abatement of Rent; it being understood and agreed that the Tenant shall at its sole discretion, costs and expenses, procure necessary insurance to protect itself against any interruption of its business.

SECTION 20.02. TERMINATION RIGHTS

Notwithstanding anything to the contrary contained in the proceeding Section 20.01 or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant, given within ninety (90) days after the occurrence of any damage or destruction if (1) the Leased Premises be damaged or destroyed as a result of a risk which is not covered by Landlord's insurance, or (2) the Leased Premises be damaged and the cost to repair the same shall be more than Twenty-Five (25%) of the cost of replacement thereof, or (3) the Leased Premises be damaged during the last five (5) years of the term, or (4) the building of which the Leased Premises is a part shall be damaged to the extent of Twenty-Five Percent (25%) monetary value thereof (whether the Leased Premises be damaged or not) or (5) or more of the then if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Leased Premises are damaged) to such an extent that, in the sole judgment of the Landlord, the Shopping Center cannot be operated as an integral unit.

SECTION 20.03 RENTAL OBLIGATIONS

Except to the extent specifically provided for in this Lease, none of the rentals payable by Tenant, nor any of Tenant's other obligations under any provision of this Lease, shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever, the Tenant hereby specifically waives any and all additional rights it might otherwise have under any law or statute.

SECTION 20.04. TENANT'S WORK

Upon completion of restoration by Landlord, Tenant, at Tenant's expense shall perform the work required to place the Leased Premises in the condition required by Exhibit "C" and Tenant shall also repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

ARTICLE XXI. EMINENT DOMAIN

SECTION 21.01. CONDEMNATION OF LEASED PREMISES

If the whole of the Leased Premises, or such portion thereof as to render the remainder unsuitable for the purposes for which the Leased Premises were leased, be taken or condemned for any public or quasi-public use or purposes by any competent authority in appropriation proceedings or by any right of eminent domain, thereof is required for public use. Any dispute under the provisions of this paragraph shall be submitted to the American Arbitration Association in accordance with its procedures at such time, which determination shall be binding upon the parties hereto.

SECTION 21.02 RESTORATION

If any part of the Leased Premises shall be so taken and this Lease shall not terminate under the provisions of Section 21.01 above, then Landlord at its own expense, shall repair and restore the portion not affected by the taking and thereafter the Minimum Fixed Rent to be paid by Tenant shall be equitably and proportionately adjusted. The repair and restoration work of Landlord shall not, however, exceed the scope of the work, required to be done by Landlord in originally constructing Tenant's Leased Premises and the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Landlord.

SECTION 21.03 CONDEMNATION AWARD

All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or any part of the Leased Premises or Shopping Center shall be the property of Landlord, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Leased Premises or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award specifically made to Tenant for the taking of Tenant trade fixtures, furniture or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution), less depreciation computed from the date of said improvements to the expiration of the original term of this Lease and except for the loss of business profits to Tenant.

ARTICLE XXII. DEFAULT OF THE TENANT

SECTION 22.01. RIGHT TO RE-ENTER

(a) In the event of any failure of Tenant to pay any rental or other sums due hereunder when the same shall be due, or (b) to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more

than thirty (30) days after written notice of such default shall have been given to Tenant, or (c) if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or (d) if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceeding or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or (e) if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an agreement, or (f) if Tenant shall abandon the Leased Premises, or (g) suffer this Lease to be taken under any writ of execution, or (h) if Tenant shall repeatedly be late in the payment of rent or other charges hereunder, or (i) if Tenant shall repeatedly default in keeping, observing or performing of any other covenants or agreement herein contained to be kept, observed or performed by Tenant, then Landlord in addition to other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere 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.

SECTION 22.02. RIGHT TO RELET

Should the Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises, or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be 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 Leased 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. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, reasonable construction and reletting costs. Further, Landlord shall be entitled to recover the sum of all fixed minimum rent and additional rent due under the remaining term of the Lease.

SECTION 22.02A. EJECTION

Tenant covenants and agrees that if this Lease shall be terminated (either because of conditions broken during the term of this Lease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Landlord may cause a Judgment in Ejectment to be entered against Tenant for possession of the Leased Premises, and for that purpose Tenant hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Tenant and to confess Judgment against Tenant in Ejectment for possession of the herein Leased Premises, and agrees that Landlord may commence an action for the entry of an Order in Ejectment for the possession of real property, and Tenant further

agrees that a Writ of Possession pursuant thereto may issue forth, for which authorization to confess judgment and for the issuance of a Writ or Writs of Possession pursuant thereto, this Lease, or a true and correct copy thereof, shall be sufficient warrant. Tenant further covenants and agrees, that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the Leased Premises shall remain in or be restored to Tenant, Landlord shall have the right upon any subsequent default or successive actions for possession of real property and to cause the entry of successive judgments by Confession in Ejectment for possession of the Leased Premises. Tenant hereby releases to Landlord and to any and all attorneys who may appear for Tenant, all errors in any procedure or action to enter judgment by confession by virtue of the warrant of attorney contained in this Lease and all liability therefore. Tenant further authorizes the Prothonotary or any Clerk of Court of Record to issue a Writ of Execution or other process, Tenant specifically waives the right to the three (3) month's notice to quit and/or the fifteen (15) days or thirty (30) days notice to quit required by the act of Assembly, as amended, and agrees that five (5) days notice shall be sufficient in either or any such case.

In any procedure or action to enter Judgment by Confession for money or to enter Judgment by Confession in Ejectment for possession of real property pursuant to this Lease, if Landlord shall first cause to be filed in such action an Affidavit or Averment of the Facts constituting the default or occurrence of the condition, precedent, or event, the happening of which default, occurrence, or event authorizes and employs Landlord to cause the entry of Judgment by Confession, such Affidavit or Averment shall be conclusive evidence of such facts, defaults, occurrences, conditions, proceedings, or events; and if a true copy of this Lease (and of the truth of such affidavit or averment shall be sufficient evidence) be filed in such procedure or action, it shall not be necessary to file the original as a warrant of attorney, and Rule of Court, custom or practice to the contrary notwithstanding.

SECTION 22.03. LEGAL EXPENSES

If suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee.

SECTION 22.04. WAIVER OF JURY TRIAL AND COUNTERCLAIMS

The parties hereto shall and they hereby do waiver trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of any rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

SECTION 22.05. WAIVER OF RIGHTS OF REDEMPTION

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

SECTION 22.06. MITIGATION OF DAMAGES AND LANDLORD'S RIGHT TO CURE DEFAULTS.

The parties hereto covenant and agree that Landlord shall have no duty to mitigate damages arising in any way out of Tenant's failure to comply with the term, condition, covenant or agreement of this Lease. Landlord may, but shall not be obligated to cure, at any time, without notice, any default by Tenant under this Lease and whenever Landlord so elects, all costs and expenses incurred by Landlord including without limitation reasonable attorney's fees together with interest on the amount of costs and expenses so incurred at the rate provided in Section 3.07 hereof shall be paid by Tenant to Landlord on demand.

SECTION 22.07. RIGHTS AND REMEDIES OF LANDLORD

All rights and remedies of Landlord enumerated in the Lease shall be cumulative and the use of any one right or remedy shall not preclude or waive the right to use any or all other remedies. The rights and remedies enumerated herein are in addition to all rights and remedies provided by law or in equity.

ARTICLE XXIII. ACCESS BY LANDLORD

SECTION 23.01. RIGHT OF ENTRY.

Landlord or Landlord's agents shall have the right to enter the Leased Premises at all times to examine the same, and to show them to prospective purchasers or tenants of the building or Shopping Center, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefore with the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements, or additions are being made. During the three (3) months prior to the expiration of the Lease Term or any Renewal Term, Landlord may exhibit the Leased Premises to prospective tenants, purchasers, and place upon the Leased Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry into the Leased Premises at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Leased Premises or Shopping Center or any part thereof, except as otherwise herein specifically provided.

SECTION 23.02. EXCAVATION.

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

ARTICLE XXIV. TENANT'S PROPERTY

SECTION 24.01. TAXES ON LEASEHOLD

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature including, but not limited to, general and special assessments assessed during the Lease Term against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant.

SECTION 24.02. LOSS AND DAMAGE

Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises or in the Shopping Center, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or Shopping Center or from the pipes, appliances or plumbing works or from the roof, street, or subsurfaces or from any other place or by dampness or by other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public, or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from and hereby waives any claims arising out of damage to the same or damage to Tenant's business, including subrogation claims by Tenant's insurance carrier, unless such damages shall be caused by the willful act or gross neglect of Landlord.

SECTION 24.03. NOTICE BY TENANT

Tenant shall give immediate telephone or telegraphic notice to Landlord in case of fire, casualty, or accidents in the Leased Premises, or in the building of which the Leased Premises are a part, or of defects therein or in any fixtures or equipment, and shall promptly thereafter confirm such notice in writing.

~~SECTION 25.01. COST OF LIVING ADJUSTMENT~~

As used herein "Price Index" shall mean the Consumer Price Index. All Urban Consumers (U.S. City Average), as compiled and published by the Bureau of Labor Statistics, United States Department of Labor, which became effective January, 1978. If such Price Index should in the future be compiled on a different basis, appropriate adjustments will be made for purposes of computations under this Article. If the United States Department of Labor no longer compiles and publishes such Price Index, any comparable index published by any other branch or department of the Federal Government shall be used for the purpose of computing the adjustments herein provided for and, if no such index is compiled and published by any branch or department of the Federal Government, the statistics reflecting cost of living changes as compiled by any institution, organization or individual generally recognized as an authority by financial and insurance institutions shall be used as a basis for such adjustments.

Recognizing the inflationary tendencies in recent years, Tenant agrees that in the event the Price Index reflects and increase in the cost of living over and above such costs as reflected by such Price Index as it exists on the first day of the month following the date of this Lease (hereinafter called the "Base Index"), the Fixed Minimum Rent payable hereunder shall be adjusted as follows:

- (a) There shall be an adjustment in the Fixed Minimum Rent payable for such Lease Year, based upon the percentage increase (if any between the Base

~~Index and Price Index for the month immediately preceding the first day of~~
each Lease Year.

- (b) The percentage increase thus determined shall be multiplied by the Fixed Minimum Rent set forth in this Lease for the prior Lease Year and the Fixed Minimum Rent for such Lease Year shall be the greater of the amount determined pursuant to this Section or the amount specified as ~~Fixed Minimum Rent for such Lease Year in Section 1.01~~

ARTICLE XXVI. SECURITY AGREEMENT

SECTION 26.01 GRANT

For valuable consideration and as security for the payment of rent and other charges becoming due hereunder, Tenant hereby grants to Landlord a security interest in the following described collateral: (a) all merchandise inventory in the Leased Premises during the term of this Lease; (b) all equipment and other personalty placed in the Leased Premises during the term of this Lease; and (c) all of the proceeds of said merchandise, inventory, and equipment.

SECTION 26.02. REMEDIES

Upon the happening of any of the default or breaches by Tenant under this Lease, Landlord shall then have all the remedies of a secured party under the laws of the state in which the Leased Premises are located, including, without limitation thereto, the right to take possession of the collateral and for that purpose Landlord may enter upon the Leased Premises and remove the same therefrom. Landlord will give Tenant at least ten (10) days prior written notice of any public sale thereof or of the date after which any private sale or any other intended disposition is to be made and at any such sale the Landlord may purchase the collateral.

SECTION 26.03. TERMINATION

Tenant shall execute and deliver to Landlord any and all documents or instruments requested by Landlord or effectuate or perfect this security interest. This security agreement and the security interest and collateral created hereby shall be terminated when all of the rent and other charges becoming due during that term of this Lease or extension thereof have been paid in full.

ARTICLE XXVII. HOLDING OVER, SUCCESSORS

SECTION 27.01 HOLDING OVER

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, and with the execution of a new lease, Tenant at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month to month, at twice the Fixed Minimum Rent and twice the Percentage Rent, subject to all the other conditions, provisions and obligations of this Lease in so far as the same are applicable to a month-to-month tenancy.

SECTION 27.02. SUCCESSORS

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, 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 assignee has been approved by Landlord in writing as provided in Section 17.01 hereof. Nevertheless, Landlord, at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and

assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of the Lease) shall be released from any and all liability hereunder.

ARTICLE XXVIII. QUIET ENJOYMENT

SECTION 28.01. LANDLORD'S COVENANT

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIX. MISCELLANEOUS

SECTION 29.01. 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 such term, covenant or conditions or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or conditions of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing by Landlord.

SECTION 29.02. ACCORD AND SATISFACTION.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

SECTION 29.03 ENTIRE AGREEMENT

This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, representations, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, representations, agreements, conditions or understandings either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

SECTION 29.04 NO PARTNERSHIP

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant. The provision of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

SECTION 29.05 FORCE MAJEURE

In the event that Landlord shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord, then Landlord shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the prior of such delay.

SECTION 29.06 NOTICES.

Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered personally or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Landlord at the address provided in Section 1.01 for Landlord or at such other address as Landlord may designate by written notice and (b) if to Tenant at the address provided in Section 1.01 for Tenant or at such other address as Tenant shall designate by written notice.

SECTION 29.07 CAPTIONS AND SECTION NUMBERS

The captions, section numbers, article numbers, 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 such sections or articles of this Lease and do not in any way affect this Lease.

SECTION 29.08 TENANT DEFINED, USE OF PRONOUN.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provision of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expresses.

SECTION 29.09. BROKER'S COMMISSION.

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease, and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease or the negotiation thereof.

SECTION 29.10. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 29.11 EXECUTION OF LEASE

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation, this Lease becomes effective only upon delivery to Landlord of certified resolutions of Tenant's directors authorizing the execution and delivery of this Lease.

SECTION 29.12. RECORDING.

Tenant agrees not to record this Lease. However, Tenant and Landlord upon the request of either, agree to execute and deliver a memorandum or so-called "short form" of this Lease in recordable form for the purposes of recordation at Tenant's expense. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference.

SECTION 29.13 APPLICABLE LAW.

The Laws of the State of _____ shall govern the validity, performance and enforcement of this Lease.

SECTION 29.14. RIDER.

A rider consisting of ____ pages, with sections numbered consecutively ____ through _____, is attached hereto and made a part hereof.

SECTION 29.15. CONFESSION OF JUDGMENT.

If a default shall occur as specified in Article XXII of this Lease beyond any applicable cure period, and if Landlord shall elect to accelerate their rent due hereunder or if such default is a monetary default, then Tenant does hereby irrevocably constitute an attorney at law, attorney for him, and Tenant hereby authorizes said attorney to appear in any Court of Record in the State of Ohio or in any other state in the United States and waive the issuing and service of process, waive trial by jury, and confess judgment against Tenant in favor of the Landlord herein, its successors or assigns, for the amount of rent which may be then due or which may be in default as aforesaid, together with the costs of suit and thereupon to release all errors, and waive all right of appeal and stay of execution in Tenant's behalf, and Tenant hereby waives right of the appraisal of real estate on any execution issued on any judgment rendered on this Lease.

WARNING, BY SIGNING THIS PAPER, THE TENANT GIVES UP ITS RIGHT TO NOTICE AND COURT TRIAL. IF THE TENANT DOES NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST IT WITHOUT ITS PRIOR KNOWLEDGE AND THE POWER OF A COURT CAN BE USED TO COLLECT FROM THE TENANT REGARDLESS OF ANY CLAIMS TENANT MAY HAVE AGAINST THE LANDLORD WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON LANDLORD'S PART TO COMPLY WITH THE LEASE, OR ANY OTHER CAUSE.

SECTION 29.16. ENVIRONMENTAL

Tenant shall not cause or permit any Hazardous Material (as defined below) including without limitation, asbestos-containing material in ceiling tiles or other building materials, to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, without the prior written consent of Landlord which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws, regulating any such Hazardous Material so brought upon or used or kept in or about the Leased Premises. If Tenant breaches the obligation stated above in this Paragraph 29.16,

or if the presence of Hazardous Material on or about the Leased Premises caused or permitted by Tenant result in contamination of the Leased Premises, or if contamination of the Leased Premises or surrounding area by Hazardous Material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Leased Premises or the building, damages of the loss or restriction on use of rentable or usable space or of any amenity of the Leased Premises, damages arising from any adverse impact on marketing of space in the building, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) which claims, which arise during or after the term of this Lease as result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial removal or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on, under, or about the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises or surrounding area, or causes the Leased Premises or surrounding area to be in violation of the Law, Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises and surrounding area to the condition existing prior to the introduction of any such Hazardous Material; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Leased Premises or surrounding area.

(B) For purposes hereof, "Hazardous Materials" shall include (i) petroleum and petroleum products and by-products; (ii) asbestos and asbestos-containing materials; and (iii) any hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Material Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or in any regulations promulgated pursuant thereto, or in any other applicable Law. As used herein the term "Law" means any law, constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any Official Body, including those relating to zoning, subdivision, building, safety, fire protection or environmental matters. As used herein the term "Official Body" means any bureau, central bank, commission, department or instrumentality of either, or any court, tribunal, grand jury or arbitrator, in each case, whether foreign or domestic.

(C) Landlord and Tenant acknowledge that Landlord may become legally liable for the costs of complying with Laws relating to Hazardous Material which are not the responsibility of Landlord or Tenant pursuant to Subsection (a) of this paragraph including the following: (i) Hazardous Material present in the soil or ground water on the Property of which Landlord has no knowledge as of the date hereof; (ii) a change in Laws which relate to Hazardous Material which make that Hazardous Material which is present on the Property as of the date hereof, whether known or unknown to Landlord, a violation of such new Laws (iii) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on, to, or under the property after the date hereof; (iv) Hazardous Material present on or under the Property hereof; (v) Hazardous Material present on or under the Property as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the property by other lessees of the Property or their agents, employees, contractors or invitees, or by others. Accordingly, Landlord and Tenant agree that the cost of complying with Laws relating to Hazardous Material on the Property for which Landlord is legally liable and which are paid or incurred by Landlord shall be an Operating Expense (and Tenant shall pay Tenant's pro rata share thereof in accordance with Section _____, unless the cost of such compliance, as between Landlord and Tenant, is specifically otherwise allocated herein.

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

ATTEST:

ATTEST:

LANDLORD: Greater Philipburg Associates, II LC

BY: RS Willy V.P.
ITS: _____

TENANT: Shelly Williams d/b/a Curves for Women

BY: Shelly Williams
ITS: Curves

GUARANTEE

In consideration of the sum of One Dollar (\$1.00) and of the execution of the within Lease by and between Shelly Williams d/b/a Curves for Women as "Lessee" and Greater Philipsburg Assoc. II, LP

"Lessor", the undersigned do hereby become surety for the prompt payment of rent and performance of the covenants in said Lease to be made and performed by the Lessee. If Lessee shall at any time become in default in the payment of rent or of any of the other covenants in said Lease, and such default is not corrected within ten (10) days after written notice thereof is given to the undersigned, then the undersigned agrees to pay to Lessor all of said rent that may be due and unpaid and to satisfy fully the covenants and agreements of the within Lease and to pay all damages that may be occasioned by the non-performance thereof, and the undersigned does hereby empower and appear for it and waive the issuance and service of process and confess a judgment against it for any of the rent which may be due under provisions of the within Lease and thereafter to release all errors and waive all right of appeal and stay of execution.

Notice to the undersigned shall be addressed to:

Shelly Williams
d/b/a Curves for Women
Philipsburg Plaza
Route 322
Philipsburg, PA 16866

or such other address designated by the undersigned, and the time of the rendition of such notice shall be when it is deposited in an official United States Post Office, postage prepaid. This surety is absolute and unconditioned and shall be a continuing one without in any way being affected by the bankruptcy, death or insolvency of Lessee, its successors or assigns, the failure of Lessor to give notice to the undersigned of any default by Lessee, modification of the Lease or by the disaffirmance or abandonment by a trustee or receiver of Lessee, its successors or assigns.

Signed in the presence of:

SURETY:

BY: Shelly Williams

BY: _____

STATE OF)

COUNTY OF)

Before me, A Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, this day of _____, 19__.

Notary Public

STATE OF)
COUNTY OF)

Before me, A Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, this day of _____, 19__.

Notary Public

STATE OF)
COUNTY OF)

Before me, A Notary Public, in and for said County and State, personally appeared the above named _____, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at _____, this day of _____, 19__.

Notary Public

EXHIBIT "A"

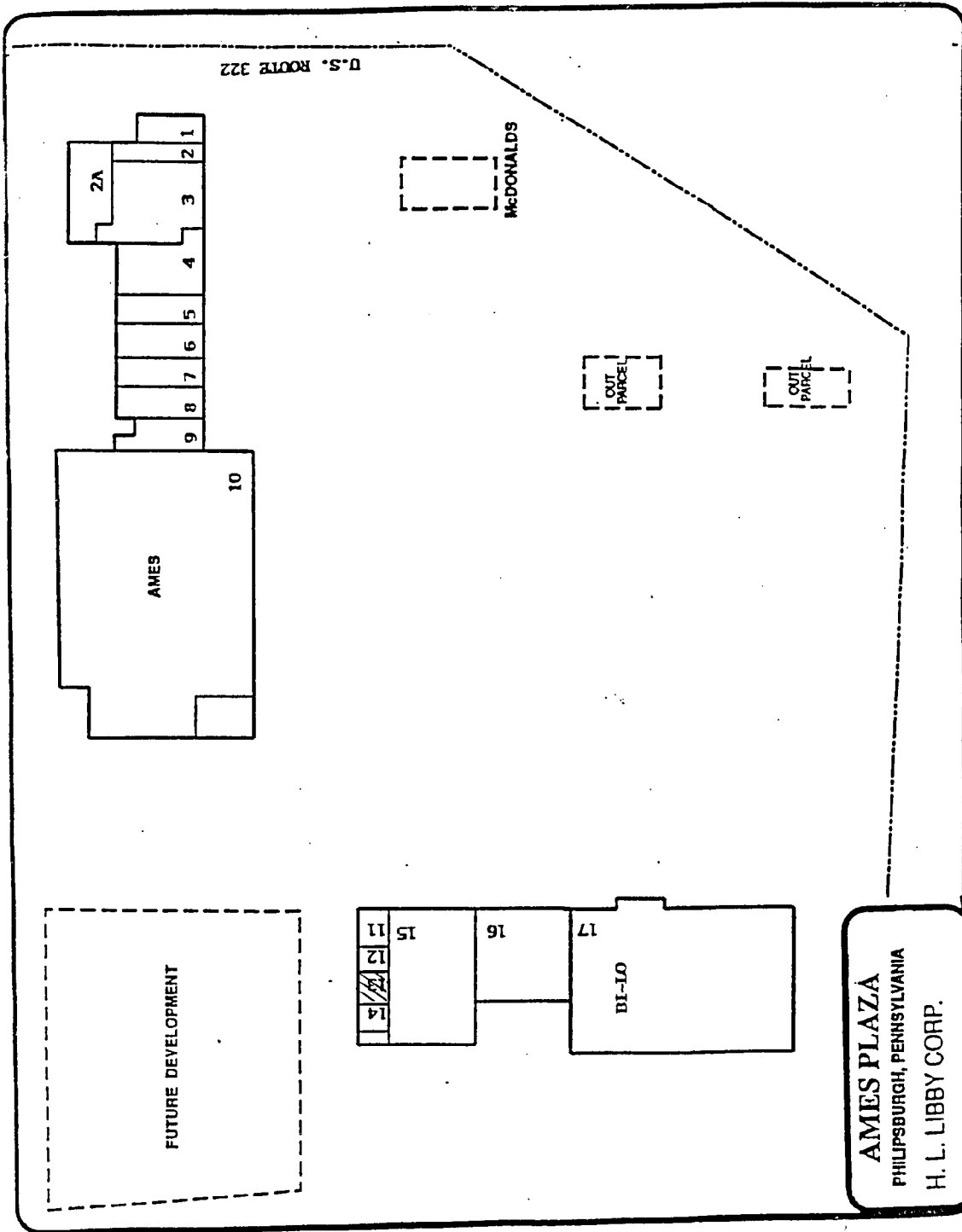


EXHIBIT "B"
RULES AND REGULATIONS

Tenant agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises, shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.
3. All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any Tenant's refuse or rubbish.
4. No radio or television or other similar device shall be installed without first obtaining in such instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonograph, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
6. If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high enough to prevent freezing of water in pipes and fixtures.
7. The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstruction or merchandise in such areas.
8. Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord, at its option, shall charge Tenant Twenty (\$20.00) Dollars per day per car parked in any area other than those designated, as and for liquidated damage.
9. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents, or invitees shall have caused it.
10. Tenant shall use, at Tenant's cost, such pest extermination contractor and window cleaning service as Landlord may direct and at such intervals as Landlord may require.
11. Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
12. Tenant shall not make noises, cause disturbances, use flashing lights, search lights,

or create odors which may be offensive to other tenants of the Shopping Center or their officers, employees, agents, servants, customers or invitees. If Tenant's permitted use of the Leased Premises creates odors, then Tenant, at its expense, shall take whatever measures are necessary to prevent such odors from being offensive to others.

13. Tenant shall take no action which will inure the reputation of the Shopping Center or would violate Landlord's union contract, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute or any interference with the business of the Landlord or any Tenant in the Shopping Center or with the rights and privileges of any customer or other person lawfully in and upon the Shopping Center, nor cause any improvement or reduction in the goodwill of the Shopping Center.

14. Tenant shall park all Tenant's company trucks in the rear of the Plaza.

15. Tenant shall abide at all times to Landlord's current sign criteria.

EXHIBIT "C"
LANDLORD'S
DESCRIPTION OF TENANT'S WORK

Landlord will provide Tenant with a vanilla box to include:

- 1) Ceiling
- 2) Lights and receptacles
- 3) Bathroom to code
- 4) HVAC
- 5) Walls finished and ready for paint (Paint by others)

All other improvements to open to the public will be the responsibility of the Tenant.

FILED

W FEB 25 2000
② 11:30
William A. Shaw
Prothonotary

ac Sheriff

eth Kravich

pd

\$80.00

ASHLEY HIMES KRANICH

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATER PHILIPSBURG ASSOCIATES

00-245-CD

VS

WILLIAMS, SHELLEY T/D/B/A

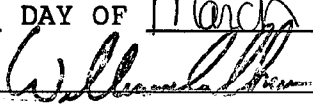
COMPLAINT IN CONFESSION OF JUDGMENT
SHERIFF RETURNS

NOW FEBRUARY 25, 2000 DENNY NAU, SHERIFF OF CENTRE COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT CONFESSION OF JUDGMENT
ON SHELLEY WILLIAMS T/D/B/A CURVES FOR WOMEN, DEFENDANT.

NOW MARCH 2, 2000 SERVED THE WITHIN COMPLAINT CONFESSION OF
JUDGMENT ON SHELLEY WILLIAMS T/D/B/A CURVES FOR WOMEN,
DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE
RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF
THIS RETURN.

30.53 SHFF. HAWKINS PAID BY: ATTY.
41.00 SHFF. NAU PAID BY: ATTY.
10.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

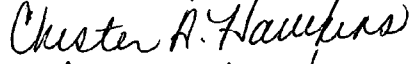

29th DAY OF March 2000


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

FILED

MAR 2 9 2000
01:37 pm
William A. Shaw
Prothonotary

SO ANSWERS,

CHESTER A. HAWKINS
SHERIFF

SHERIFF'S OFFICE

CENTRE COUNTY

RM 402 COURT HOUSE, BELLEFONTE, PENNSYLVANIA 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do Not detach any copies.

1. PLAINTIFF/S/

Greater Philipsburg Associates

2. CASE NUMBER

00-245-CD

3. DEFENDANT/S/

Shelly Williams t/d/b/a Cones for Women

4. TYPE OF WRIT OR COMPLAINT:

Complaint in Confession of Judgment

SERVE



AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD

Shelly Williams t/d/b/a Cones for Women

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

2515 Green Tech Dr., Suite C, State College, Pa

7. INDICATE UNUSUAL SERVICE: ☐ REG. MAIL ☐ CERTIFIED MAIL ☐ DEPUTIZE ☐ POST ☐ OTHER

Now, 19 ___, I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of ___ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF CENTRE COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. PRINT/TYPE NAME AND ADDRESS OF ATTORNEY/ORIGINATOR

10. TELEPHONE NUMBER

11. DATE

12. SIGNATURE

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy or Clerk and Title

14. Date Filed

15. Expiration/Hearing date

TO BE COMPLETED BY SHERIFF

16. Served and made known to Shelly Williams on the 2nd day of March 19 2000 at 10:40 o'clock, A M., at 2515 Green Tech Dr., Suite C, State College County of Centre, Commonwealth of Pennsylvania, in the manner described below:

☒ Defendant(s) personally served.

☐ Adult family member with whom said Defendant(s) resides(s). Relationship is _____

☐ Adult in charge of Defendant's residence.

☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).

☐ Agent or person in charge of Defendant's office or usual place of business.

☐ _____ and officer of said Defendant company.

☐ Other _____

On the _____ day of _____, 19 ___, at _____ o'clock, _____ M.

Defendant not found because:

☐ Moved

☐ Unknown

☐ No Answer

☐ Vacant

☐ Other _____

Remarks:

Advance Costs	Decker	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Cost Due or Refund
7500	900	900	1000	250	900	50	1.00	11100	3400

17. AFFIRMED and subscribed to before me this 17

SO ANSWER

20. Day of March 19 00

18. Signature of Dep. Sheriff

19. Date

23.

Corinne Peters, Notary Public
Bellefonte Boro, Centre County
My Commission Expires Aug. 28, 2001

21. Signature of Sheriff

22. Date

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.

25. Date Received

WHITE - PROTHONOTARY

CANARY - ATTORNEY



Sheriff's Office Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

GREATER PHILIPSBURG ASSOCIATES

VS

SHELLEY WILLIAMS t/d/b/a
CURVES FOR WOMEN

NO. 00-245-CD

ACTION: COMPLAINT IN CONFESSION OF JUDGMENT
(for money)

SERVE BY: 3/26/00

OR

HEARING DATE:

SERVE: SHELLEY WILLIAMS t/a/d/b/a CURVES FOR WOMEN

ADDRESS: 2515 Green Tech Drive Suite C, State College, Pa.

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 25th day of FEBRUARY 2000.

Respectfully,


CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: McQUAIDE, BLASKO, SCHWARTZ, FLEMING & FAULKNER INC.

09-11-02-PA
75-00