

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

vs.

SUPER VIDEO, Inc. d/b/a
VIDEO WAREHOUSE,
Defendant

No. 05- 1317 -CD

Type of Case: Civil

Type of Pleading: Complaint
in Ejectment

Filed on behalf of: Plaintiff

Counsel of Record for this
Party:
Andrew P. Gates, Esquire

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

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William A. Shaw
Prothonotary/Clerk of Courts

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

CLEARFIELD DEVELOPMENT CO.,	:	No. 05-	-CD
Plaintiff	:		
	:	IN EJECTMENT	
vs.	:		
	:		
SUPER VIDEO, Inc. d/b/a	:		
VIDEO WAREHOUSE,	:		
Defendant	:		

NOTICE TO DEFEND

YOU have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

CLEARFIELD DEVELOPMENT CO.,	:	No. 05-	-CD
Plaintiff	:		
	:	IN EJECTMENT	
vs.	:		
	:		
SUPER VIDEO, Inc. d/b/a	:		
VIDEO WAREHOUSE,	:		
Defendant	:		

COMPLAINT

NOW COMES, Plaintiff, Clearfield Development Co., by its attorneys,
Gates & Seaman, and allege and assert the following causes of action:

1. Plaintiff, Clearfield Development Co., is a general partnership organized and existing under the laws of the State of Ohio, whose primary office is c/o Chase Properties, 25825 Science Park Drive, Suite 355, Beachwood, Ohio 44122.

2. Defendant, Super Video, Inc., is a corporation organized and existing under the laws of the Commonwealth of Virginia, having an address of 4313 Walney Road, Suite 102, Chantilly, VA 20151, but which trades and does business under the trade or fictitious name of Video Warehouse, which has its primary place of business situate at the Clearfield Plaza, Rte. 879 and River Road, (Lawrence Township), Clearfield County, Pennsylvania.

Count One (In Ejectment)

3. Paragraphs 1 and 2 of this Complaint are herein incorporated by reference as though set forth at length.

4. That Plaintiff is the record owner of the premises where Defendant does business in Lawrence Township, Clearfield County, Pennsylvania, having acquired

Defendant's monthly share to be determined in accordance with formulas set forth in Section 7(b) and Section 8(a) thereof, with Defendant's pro rata share of said additional rent also being depicted on Exhibit "G" of The Lease.

9. For the months of June through August, 2005, the monthly amount owed by Defendant to Plaintiff for monthly fixed rental and Defendant's prorata share of the common areas and insurance charges and Defendant's pro rata share of taxes and assessments came to a total per month of \$3,761.36.

10. In cases where Defendant's fixed rent and any item of additional rent are not paid in advance on or before the first day of the month, pursuant to Section 4(e) of THE LEASE, Defendant agreed to pay interest of Twelve (12.0%) per cent per annum on the unpaid fixed rent from its due date and also a late charge in the event any installment of fixed rent or item of additional rent is not paid within five days after its due date with the late charge to equal the greater of \$25.00 or two and a half cents (\$.02 ½) for each dollar so overdue.

11. As of the date of the Verification of this Complaint, by a general partner of Plaintiff, Defendant is delinquent in its payments of monthly fixed rent, additional rent, interest and late charges as follows:

(i)	for the month of June 2005	-	\$ 3,512.26
(ii)	for the month of July 2005	-	\$ 3,930.48
(iii)	for the month of August, 2005	-	\$ <u>3,970.54</u>
	Total	-	\$11,413.28

12. Pursuant to Section 7 (d) of The Lease, Tenant is to pay an annual REC Charge which is computed in accordance to the formula set forth in said section.

13. The annual REC Charge owed by Defendant is the amount of \$477.05 which became due and payable on August 4, 2005.

14. Section 21(a)(i) of The Lease provides in the event Defendant/Tenant shall at any time...be in default in the payment of rent, any additional rent, or other sums of money required to be paid by Tenant...and Tenant shall fail to remedy such default within ten (10) days in the event such default is as to payment of rent, any additional rent or other sums of money...then Landlord in addition to all other remedies given to Landlord in law or in equity, may...without terminating The Lease, reenter the premises by summary proceedings or otherwise, and in any event, may dispossess the Tenant... .

15. Section 21(b) of THE LEASE provides: In the event of a default or threatened default by Tenant of any of the terms, provisions, covenants, conditions...of this Lease, Landlord shall have the right to invoke any remedy permitted to Landlord in law or in equity. No termination of this Lease nor any taking or recovery of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant, and Tenant shall remain liable for all past or future rent, including all additional rent, taxes, insurance premiums and other charges and rent payable by Tenant under this Lease, during the term hereof.

16. Section 21 (c) of THE LEASE provides: If suit shall be brought for recovery of possession of the Premises, for the recovery of rent, or for any other amount due under the terms and provision of this Lease...Tenant shall pay to the Landlord all expenses incurred therefor, including reasonable attorneys' fees.

17. Defendant is in default under the terms of The Lease since it has failed to pay the monthly fixed rental payments, additional rent charges, common area charges, insurance charges and tax and assessment charges due and owing for the months of June 2005, July 2005 and August 2005.

18. Defendant has failed or refused to pay all the aforementioned delinquent amounts, which are itemized by Plaintiff's Current Statement of Account, a photocopy of which is attached hereto and made a part hereof as Exhibit "B".

19. Written notice of Defendant's default of the monthly rental payments and other charges was sent to the Defendant by certified U. S. Mail by letter dated and posted July 13, 2005. True and correct copies of the letter of Plaintiff's general counsel dated July 13, 2005, U. S. Postal Service Form 3800, plus the certified mail receipt card, signed by an authorized representative Super Video, Inc. are attached hereto and made a part hereof, collectively, as Exhibit "C".

20. Despite being three months delinquent in payment of the monthly fixed rental, additional rent, common area maintenance and insurance charges, and other charges as provided for in THE LEASE, which otherwise authorizes Plaintiff to take possession of the Premises, Defendant, Super Video, Inc. d/b/a Video Warehouse, without any right or lawful claim, has exercised and continues to exercise exclusive possession and control of Unit No. 24 of the Clearfield Plaza situate in Lawrence Township, Clearfield County, Pennsylvania.

21. Plaintiff is entitled to immediate possession of Unit No. 24 (containing approximately 3,700 square feet) of the Clearfield Plaza situate in Lawrence

Township, Clearfield County, Pennsylvania by virtue of Defendant's default in payment of the monthly fixed rental, additional rent and other sums of money due by said Defendant under the terms of THE LEASE.

WHEREFORE, Plaintiff, CLEARFIELD DEVELOPMENT CO. requests that this Honorable Court:

(a) enter judgment in possession in favor of Plaintiff, Clearfield Development Co., and against Defendant, Super Video, Inc. d/b/a Video Warehouse, for Unit No. 24 containing approximately 3700 square feet, more or less, situate in the Clearfield Plaza located in Lawrence Township, Clearfield County, Pennsylvania;

(b) enter an Order directing that Defendant, Super Video, Inc. d/b/a Video Warehouse, remove from Unit No. 24 of the Clearfield Plaza, all equipment, merchandise, furnishings and signage which will not damage the facade of the existing building;

(c) enter such other Order as this Court deems equitable and just.

Count Two (Loss of Rental Income and Other Charges)

22. Paragraphs 1 through 21 hereof are incorporated herein by reference as though set forth at length.

23. Plaintiff claims damages pursuant to the terms of THE LEASE which Defendant, Super Video, Inc., d/b/a Video Warehouse is still obligated to pay which are itemized as follows:

(i) for the month of June 2005,
unpaid fixed rental, additional rental,
common area maintenance and insurance
charges, taxes, including interest and
late charges in the amount of: \$ 3,512.26

(ii) for the month of July 2005,
unpaid fixed rental, additional rent,
common area maintenance and insurance
charges, taxes, including interest
and late fees in the total sum of: \$ 3,930.48

(iii) for the month of August, 2005,
unpaid fixed rental, additional rent,
common area maintenance and
insurance charges, taxes, including late
charges and interest in the total sum of: \$ 3,970.54

(iv) Annual REC Charge: \$ 447.05

Total: \$11,860.33

24. Plaintiff has employed Andrew P. Gates, Esquire, of Gates & Seaman, attorneys at law, to represent it in the above captioned matter which is being brought for both recovery of Unit No. 24 of the Clearfield Plaza and for recovery of unpaid fixed rent and other monthly charges, and Plaintiff has agreed to compensate said attorney at his customary hourly rate of \$140.00 per hour, plus out of pocket expenses.

25. Plaintiff anticipates that Plaintiff's reasonable attorney's fees in bringing this action will exceed \$2,000.00.

WHEREFORE, Plaintiff, Clearfield Development Co., requests that this Honorable Court enter judgment against Defendant, Super Video, Inc., d/b/a Video Warehouse, for unpaid rent and other charges and attorney's fees in the liquidated amount of \$13,860.33, plus costs and such other amounts which shall accrue for

unpaid fixed rental, additional rent and other monthly charges from August 19, 2005 to time of trial, as are determined by the Court to be due and payable.

Respectfully submitted,

GATES & SEAMAN

By:

A handwritten signature in black ink, appearing to read "Andrew P. Gates", is written over a horizontal line.

Andrew P. Gates, Esquire
Attorney for Plaintiff

GATES & SEAMAN

Attorneys at law

Two North Front Street

P. O. Box 846

Clearfield, Pennsylvania 16830

(814) 765-1766

LEASE

SECTION 1

SHORT FORM LEASE PROVISIONS, EXHIBITS AND DEFINED TERMS

Section 1.1

Lease Reference

- (a) Date: March 4, 2002
- (b) Name and Location of Shopping Center Site: Clearfield Plaza. Situated in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania.
- (c) Landlord: **CLEARFIELD DEVELOPMENT CO.**
c/o Chase Properties Ltd.
25825 Science Park Drive, Suite 355
Beachwood, Ohio 44122
Telephone No.: 216/464-6626
- (d) Tenant: **SUPER VIDEO, INC.**
4313 Walney Road, Suite 102
Chantilly, VA 20151
Telephone: 703/631-8444
(d.b.a. Video Warehouse)
- (e) Premises:
- (1) Address: Route 879 and River Road
Clearfield, Pennsylvania 16830
- (2) Unit No:24 Width: 74' Depth: 50'
Sq. Ft.: 3,700' +/-
- (3) Condition of Premises: See Exhibit C
- (f) Permitted Use: The sale and/or rental of prerecorded audio (\$10) and/or video products, audio and/or video products, audio and/or video software and entertainment and other software; the sale and/or rental of video equipment and the sale and/or rental of related accessories, including accessories used for demonstration, display and/or training; the sale and/or rental of electronic equipment; and the sale, rental and/or use of any substitutes for or items which are a

substitutes for or items which are a technological evolution of any of the items contained in this provision, as well as uses incidental thereto, including service and or repair of video equipment, and the sale of food products that are normally sold in movie theaters and for the sale of apparel and promotional merchandise and for no other purpose.

(g) Lease Term: Five (5) years \pm (\$3)

(1) Commencement Date: Date of Delivery of Possession

(2) End of First Lease Year: ~~November 30, 2002~~ March 31, 2003

(3) Expiration Date: ~~November 30, 2006~~ March 31, 2007

(h) Fixed Rent: (\$4)

(1) <u>Lease Years</u>	<u>Annual</u>	<u>Monthly</u>
1 - 5	\$36,999.96	\$3,083.33*

*See Section 54 regarding rent credit for Tenant Improvement Allowance

(2) The Fixed Rent Commencement Date shall be ninety (90) days after the Date of Delivery of Possession.

(i) Percentage Rent: N/A (\$5)

(j) Additional Rent (other charges):

(1) Common Areas & Insurance Charges Pro Rata Share (\$7)

(2) Real Estate Taxes Pro Rata Share (\$8)

(k) Broker: Todd Eichelberger
Glimcher Group (\$38)
One Mellon Bank Center
500 Grant Street, Suite 2000
Pittsburgh, PA 15219

Richard Johnston
Johnston Realty, Inc.
300 Orchard Avenue

(l) Security Deposit: N/A (\$44)

(m) Notice Requirements: (\$31)

To Landlord: Clearfield Development Company
c/o Chase Properties Ltd.
25825 Science Park Drive
Suite 355
Beachwood, Ohio 44122
Attention: David A. Eli, Esq.

To Tenant: Super Video, Inc.
4313 Walney Road, Suite 102
Chantilly, VA 20151
Attention: ~~Marcos Catalan~~ SALEM MOHAMADI

(n) Renewal Options: Three (3) for three (3) years each (\$3)

(o) Renewal Term(s)-Fixed Rent: (\$4)

<u>Lease Years</u>	<u>Annual</u>	<u>Monthly</u>
6 - 8	40,700.04	3,391.67
9 - 11	44,400.00	3,700.00
12 - 14	48,099.96	4,008.33

(p) Percentage Rent-Renewal Term: [N/A]

Section 1.2 - Effect of Reference to Short Form Lease Provisions

Each reference in this Section 1 shall be governed by the complete language contained in the Section and/or sections governing the same contained in the balance of the Lease. If there should be any conflict between the information contained in Section 1 and the information contained in the balance of the Lease, the balance of the Lease shall govern.

Section 1.3 - Exhibits

The Exhibits set forth below are incorporated in this Lease by reference and are to be construed as part of this Lease.

EXHIBIT A: Legal description of the real property upon which the Building of which the Premises are a part is constructed, sometimes referred to as the "Shopping Center."

AND EXHIBIT B-1: COPIES OF THE

EXHIBIT B: The site plan showing the location of the Shopping Center Site, the Shopping Center, parking areas, driveways and common areas and containing

other general information relating to the development of the Shopping Center Site.

EXHIBIT C: Delivery specifications describing the condition of the Premises and any work in the Premises to be performed by Landlord and/or Tenant, as the case may be.

EXHIBIT D: Shopping Center Sign Criteria.

EXHIBIT E: Rules and Regulations.

EXHIBIT F: Use Restrictions.

EXHIBIT G: Pro Rata Share

Section 1.4 - Defined Terms

(a) Date of Delivery of Possession: The date the work to be performed by Landlord as set forth in Section 9 hereof, including the correction of punchlist items, is completed. Notwithstanding anything herein contained to the contrary, however, in no event shall Landlord be liable for any delay or failure to deliver the Premises. Landlord shall notify Tenant of the anticipated Date of Delivery of Possession. Within one week after receipt of such notice, Tenant shall conduct a walkthrough inspection of the Premises with Landlord and prepare a punch-list of items needing additional work by Landlord. If Tenant fails to submit a punch-list to Landlord as of the date of such inspection, it will be deemed that there are no items needing additional work or repair. Landlord's contractor will complete all reasonable punch-list items as soon as practicable after such walkthrough.

(b) Common Areas: The parking areas, access roads and facilities which may be furnished by Landlord within the Shopping Center, the employee parking areas, the truckways, driveways, loading docks and areas, pedestrian sidewalks, ramps, landscaped and planting areas, retaining walls, stairways, and all other areas and improvements which may be provided by the Landlord for the general use in common of users of outparcels and tenants of the Shopping Center, their officers, agents, employees and customers and all lighting facilities incident thereto, as such areas and facilities may be changed from time to time in the discretion of Landlord.

(c) Building: The building of which the Premises are a part, constructed by Landlord on the parcel of real property described in Exhibit A.

(d) Premises: The space in the Building hereby leased to Tenant by Landlord, as crosshatched on Exhibit B.

(e) Shopping Center: The building or buildings and all common areas and other improvements owned by Landlord and located on a portion of the Shopping Center Site, as the Shopping Center Site and Shopping Center may be contracted or expanded from time to time. Landlord expressly reserves the right, at any time and

from time to time, to make or permit changes or revisions in the Shopping Center or the Shopping Center Site, including additions thereto, as follows: (a) additions to, subtractions from, rearrangements, alterations, or modifications of or supplements to the building areas, walkways, parking areas, driveways or other Common Areas; (b) construction of other buildings or improvements on the Shopping Center Site and alterations or additions thereto and the building of additional stories on any such buildings(s); and (c) the conveyance of portions of the Shopping Center Site to others for the purpose of constructing thereon other buildings or improvements, including additions and alterations thereto; provided, however, that no such changes, rearrangements or other construction shall reduce the parking areas provided by Landlord below the number of parking spaces required by law. Any use, change, modification or alteration of the Shopping Center or the Common Areas shall not, without Tenant's prior consent, (i) change the location, size or configuration of the Premises, (ii) materially and adversely affect visibility, ingress or egress to the Premises, (iii) reduce the parking areas below the minimum number required by law, (iv) materially and adversely affect visibility of Tenant's signage, or (v) materially and adversely interfere with the operation of Tenant's business in the Premises.

(f) Lease Year: The first Lease Year shall commence on the Commencement Date and end on the date stated in Section 1.1(g)(2) hereof, notwithstanding that such period of time may be more or less than twelve (12) full calendar months. Landlord and Tenant acknowledge that if the first Lease Year is more or less than twelve (12) full calendar months, then the total Fixed Rent payable to Landlord during the first Lease Year shall be more or less (as the case may be) than the Annual Fixed Rent stated in Section 1.1(h) hereof. Thereafter, a Lease Year shall consist of twelve (12) consecutive full calendar months commencing on the day following the close of the prior Lease Year.

(g) Section Headings: The Section headings indicated herein are for information index purposes solely:

<u>Section</u>	<u>Section No.</u>
Alterations, Installations and	
Removal of Improvements by Tenant	13
Applicable Law and Construction	32
Assignment and Subletting	18
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SECTION 2 PREMISES

(a) For the rent and upon the agreements contained in this Lease, Landlord leases to Tenant and Tenant rents from Landlord the Premises described in Section 1.1 hereof.

(b) The Premises are crosshatched on Exhibit B for the purpose of more specifically locating the space leased to Tenant. Dimensions of leased space to be measured from center line of wall to center line of wall for all interior walls shared with other tenants, and from outside of wall to outside of wall for all walls not shared with other tenants and for exterior walls.

(c) Landlord expressly reserves the use of the rear and side walls and the roof of the Premises, and the right to install, maintain, use, repair and replace the pipes, ducts, conduits and wires leading into or running through the Premises.

(d) Within sixty (60) days after the Date of Delivery of Possession, Tenant may, at Tenant's option and expense, have its architect recalculate the square footage of the Premises. If Tenant does not recalculate the square footage of the Premises within such sixty (60) day period, then for all purposes under this Lease the square footage of the Premises shall be deemed to be 3,700 square feet. If Tenant shall re-measure the Premises within such sixty (60) day period as permitted herein, then Tenant shall submit such recalculation to Landlord for Landlord's approval, which shall not be unreasonably withheld, delayed or conditioned. If Landlord shall disapprove the calculation of the square footage of the Premises as set forth in Tenant's re-measurement, then the respective architects of Landlord and Tenant shall jointly select a third architect, which third architect shall measure the square footage of the Premises, and such re-measurement shall be binding upon Landlord and Tenant. The Fixed Rent and all additional charges based on the square footage of the Premises shall be adjusted accordingly to reflect the actual square footage.

(e) Tenant acknowledges that the Shopping Center Site, the Shopping Center, and this Lease are subject and subordinate to the conditions of (1) the Declaration of Easements, Rights and Restrictions dated as of August 24, 1981 and recorded in Volume 238, Page 425 in the Clearfield County Records and to all amendments, modifications, renewals, and/or replacements thereof (the "Declaration"), and (2) the Reciprocal Easement Agreement dated as of September 11, 1992 and recorded in Volume 1483 Page 593 of the Clearfield County Records and to all amendments, modifications, renewals, and replacements thereof (the "REA"), and that (i) all rights permitted to be exercised by Tenant hereunder shall be exercised in accordance with, and not in violation of, the Declaration and/or the REA, (ii) to the extent that the consent of any party is required under the Declaration and/or the REA with respect to any matter under this Lease, then the receipt of such consent shall be a condition precedent to such matter, notwithstanding any consent which Landlord may have granted with respect to such matter, (iii) at all times during the term of this Lease, Tenant shall comply with the terms and conditions of the Declaration and/or the REA, and (iv) in the event of any conflict between the terms and conditions of this Lease and the Declaration and/or the REA, the terms and conditions of the Declaration and/or the REA shall be controlling. Landlord and Tenant acknowledge that specific references to the Declaration and/or the REA in other provisions of this Lease shall not affect or modify the terms and conditions of the immediately preceding sentence, and the terms and conditions of the immediately preceding sentence shall be controlling notwithstanding any failure to specifically reference the Declaration and/or the REA in

any other provision of this Lease. During the term of this Lease, Landlord shall not amend or modify the Declaration and/or the REA in any manner which would violate the terms and conditions of this Lease.

SECTION 3 TERM

(a) The initial term of this Lease shall be as set forth in Section 1.1 hereof (the "Initial Term").

(b) Landlord hereby grants to Tenant the right and option to extend the term of this Lease as set forth in Section 1.1 hereof (the "Renewal Term(s)"). Any Renewal Term shall commence upon the day next following the last day of the expiring Lease Term. Notwithstanding anything herein contained to the contrary, Tenant's right and option as aforesaid shall be conditioned upon: (i) the Lease remaining in full force and effect; (ii) Tenant having exercised its option for the previous Renewal Term, if applicable; and (iii) Tenant not being in default hereunder on both the day the option is exercised and the date of commencement of the Renewal Term for which the option is exercised.

(c) Tenant shall notify Landlord in writing of its election to extend this Lease for the Renewal Term(s) not less than one hundred eighty (180) days prior to the expiration of the current Lease Term. Notice thereof shall be deemed sufficient if given in the manner hereinafter provided. The Renewal Term(s) shall be upon all of the terms, covenants and conditions of this Lease except that the Fixed Rent payable during the Renewal Term(s) shall be as set forth in Section 1.1 hereof.

SECTION 4 FIXED RENT

(a) Tenant's obligation to pay Fixed Rent, regardless of the commencement date of the term of this Lease, shall begin on the Fixed Rent Commencement Date set forth in Section 1.1 hereof.

(b) Any Fixed Rent, additional rent or other charges (excepting Percentage Rent, if any) which are due for any period which is less than a full calendar month shall be prorated on a daily basis and shall be computed on the basis of Tenant's monthly Fixed Rent, additional rent, or other charges as set forth in Section 1.1 hereof. Tenant shall pay to Landlord the rent for each such day (i) concurrently with the first monthly installment of Fixed Rent due hereunder, (ii) upon vacating the Premises, as herein provided, or (iii) upon demand from Landlord, as the case may be.

(c) Tenant agrees, without demand and without any deduction or setoff, to pay to Landlord, at Landlord's office or such other place as Landlord may from time to time designate, as a fixed minimum rent for the Premises (the "Fixed Rent") the amounts set forth in Section 1.1 hereof for the applicable term of this Lease then in force.

(d) Each and every payment of Fixed Rent due hereunder shall be payable in advance on the first day of the month for which Fixed Rent is being paid.

(e) If Tenant shall fail to pay any installment of Fixed Rent or any item of additional rent or other charges after the same becomes due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate which shall be the lesser of (i) twelve percent (12%) per annum; or (ii) the maximum rate permitted by law.

In addition thereto, if Tenant shall fail to pay any installment of Fixed Rent, or any item of additional rent or other charges within five (5) days after the date the same become due and payable, then Tenant shall also pay to Landlord a late payment service charge (herein referred to as "Late Charge") covering administrative and overhead expenses equal to the greater of (1) Twenty-Five Dollars (\$25.00) or (2) Two and One-Half Cents (\$.02 1/2) per each dollar so overdue. The provisions herein for the payment of interest or the Late Charge shall not be construed to represent interest income, but are intended to reimburse Landlord for its overhead and expense so incurred and shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated.

SECTION 5 PERCENTAGE RENT

[INTENTIONALLY OMITTED]

SECTION 6 GROSS SALES STATEMENTS

(a) Within thirty (30) days after the end of each calendar month during each lease year of the term hereof, Tenant shall deliver to Landlord a complete and accurate statement, signed and certified by Tenant, showing in detail Gross Sales for such month and Gross Sales for each prior month during such lease year. For the purposes of ascertaining Tenant's Gross Sales, Tenant agrees to keep and prepare at Tenant's Corporate Offices for a period of not more than one (1) year following the end of each Lease Year adequate books and records in accordance with the generally accepted accounting practices. Notwithstanding the foregoing, Landlord hereby acknowledges and allows Tenant to maintain its books and records in a computerized form, provided, that such computerized books and records are employed by a majority of Tenant's stores and are retained for the full record period provided for herein.

(b) The term "Gross Sales" as used herein shall be construed to include the entire amount of the actual sales price of all goods and services provided at, in, on or from the Premises, including mail or telephone orders received or filled at the Premises, and including all deposits not refunded to purchasers, orders taken (although said orders may be filled elsewhere), and sales and receipts by any sublessee, concessionaire, licensee or otherwise in the Premises. Discounted sales to purchasers

shall be included in Gross Sales at the discounted amount. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such installment or credit sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) from its customers. Layaway sales, so-called, shall be included in the Gross Sales to the extent of the down payment and any further payments thereupon during each calendar month of the lease year. Gross Sales shall not include the following:

- (i) sums collected and paid out for any sales or excise tax imposed by any duly constituted governmental authority;
- (ii) the exchange of merchandise between the stores of Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, on, or from the Premises, and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made at, in, on, from or upon the Premises;
- (iii) the amount of returns to shippers or manufacturers;
- (iv) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant;
- (v) sales of fixtures; or
- (vi) all sums and credits received in settlement of claims for loss or damage to merchandise.

SECTION 7 COMMON AREA INSURANCE AND COMMON AREA CHARGES

(a) Landlord shall hard surface, drain, light and maintain all parking areas, together with the necessary access roads within the limits of the Shopping Center. Landlord hereby grants to Tenant and Tenant's employees, agents, customers and invitees the right, during the term hereof, to use, in common with others granted the use thereof, the appropriate Common Areas within the limits of the Shopping Center Site. Landlord shall operate, manage and maintain, during the term of this Lease, all Common Areas within the Shopping Center in a condition consistent with well-maintained shopping centers of similar age, tenant mix, and location as the Shopping Center. The use of such areas and facilities shall be subject to such reasonable regulations as Landlord shall make from time to time. Tenant agrees to cause its employees to park in such areas as may be designated by Landlord for employee parking. Pursuant to Section 14 hereof, Tenant shall be responsible, at all times throughout the Lease term, for keeping the sidewalk in front of the Premises free of debris, ice, snow, or other obstruction.

(b) From the Fixed Rent Commencement Date and throughout the term of this Lease, Tenant shall pay to Landlord, as additional rent, a "Common Area Charge", which shall be Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, maintaining, and repairing the Common Areas and insuring and managing the Shopping Center. Such costs and expenses shall include, but not be limited to, costs of management, cleaning, lighting, and, to the extent that they exceed any reserves (except to the extent proceeds of insurance or condemnation awards are available therefor), costs of repairing, maintaining, and replacing all common area improvements; repair and maintenance of buildings and improvements within the Shopping Center including, without limitation, structural and roof repair; gutters, downspouts, snow removal, parking lot striping, painting, pointing of exterior walls, landscaping, providing security; providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate, supplies, fire protection and fire hydrant charges, water and sewer charges, utility charges, licenses and permit fees, reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment and an administrative charge equal to ten percent (10%) of the total cost of all the foregoing items. Tenant's Common Area Charge shall be determined by multiplying the total cost incurred by Landlord by a fraction, the numerator of which shall be the number of square feet of floor area of the Premises, and the denominator of which shall be the gross leasable area of the existing buildings within the Shopping Center, exclusive of those outparcels which are maintained by the outparcel users. Notwithstanding the foregoing, if any type of cost or expense included in determining Tenant's Common Area Charge (a "Common Area Expense Item") is not included in determining another tenant's Common Area Charge because such other tenant (a "Non-Participating Tenant") directly incurs the cost of such Common Area Expense Item, then the square footage of the premises leased to such Non-Participating Tenant shall be excluded from the denominator of the fraction used in calculating the portion of such Common Area Expense Item chargeable to Tenant. As of the date of this Lease, Tenant's pro rata share is as set forth in Exhibit G attached hereto. Wherever in this Lease the term "gross leasable area" is used, it shall mean the gross leasable ground floor area, excluding loading docks, outside sales areas and interior common areas (such as vestibules, passageways, equipment rooms and roof access areas). Any change in floor area in such buildings shall be deemed in effect on the first day of the next succeeding month following such change.

(c) In no event shall the Common Area Charge include sums expended or obligations or liabilities incurred pursuant or due to or in the nature of: (i) new construction of buildings or additions thereto within the Shopping Center or original landscaping or any completion thereof; (ii) expenditures made by Landlord which are in the nature of capital improvements or replacements which are not properly chargeable against income under the Federal Internal Revenue Code in accordance with generally-accepted accounting practices, (provided, however, the cost of such expenditure shall be amortized over the life of the repair or the replaced item in accordance with the Federal Internal Revenue Code and in accordance with the accepted accounting practices of Landlord's accountants, and the annual amortization costs shall be included within the Common Area Charge) (iii) charges for depreciation or amortization of capital

expenditures; (iv) principal, interest or other debt service items; (v) ground rents (vi) costs and expenses associated with the clean up of any hazardous waste substances required by law; (vii) leasing commissions or other expenses associated with leasing space in the Shopping Center or enforcing the Leases of other tenants; (viii) interest and amortization of indebtedness or any cost of financing or refinancing, depreciation or ground rent; (ix) the cost of repairs or replacements incurred by reason of fire or other casualty or condemnation to the extent that either (A) Landlord is compensated therefor through proceeds of insurance or condemnation awards, or (B) Landlord failed to obtain insurance against such fire or casualty as required under this Lease; (x) any amounts payable by Landlord by way of indemnity or for damages or which constitute a fine, interest or penalty (xi) repairs arising from defects in the initial construction of the Shopping Center within eleven (11) months after the Commencement Date; (xii) repairs necessitated by the negligence of Landlord or which are required to cure violations of laws in effect on the Commencement Date; and (xiii) the amount allocated for self-insurance to the extent that the same exceeds the premium for which Landlord could obtain coverage for the amount self insured.

(d) Tenant's Common Area Charge shall be paid in monthly installments on the first day of each month, with Tenant's payment of Fixed Rent, in an amount to be estimated by Landlord, which estimate shall be subject to change by Landlord from time to time. Following the end of the period used by Landlord in estimating Landlord's cost, Landlord shall furnish to Tenant a statement of the actual amount of Tenant's proportionate share of such Common Area Charge for such period. Within ten (10) days thereafter, Tenant shall pay to Landlord or Landlord shall remit to Tenant, as the case may be, the difference between the estimated amounts paid by Tenant and the actual amount of Tenant's Common Area Charge for such period as shown by such statement. During any part of the term hereof which shall be less than a full calendar year, any Common Area Charge shall be prorated on a daily basis between the parties to the end that Tenant shall only pay the Common Area Charge attributable to the portion of the calendar year occurring within the term of this Lease.

SECTION 8 TAXES AND ASSESSMENTS

(a) From the Fixed Rent Commencement Date and throughout the term of this Lease, Tenant agrees to pay, as additional rent, Tenant's proportionate share of all real estate taxes and assessments, together with any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments, both general and special, levied against the land, buildings and all other improvements which may be added thereto or constructed within the Shopping Center. Tenant's proportionate share shall be the total amount of such taxes and assessments multiplied by a fraction, the numerator of which shall be the number of square feet of floor area within the Premises, and the denominator of which shall be the gross leasable ground floor area of the existing buildings within the Shopping Center at the time such taxes were levied or assessed, but excluding the floor area of any buildings within the Shopping Center which are: (i) separately assessed for tax purposes; and (ii) billed to an entity other than Landlord or paid directly by an entity other than Landlord, even

though billed to Landlord. As of the date of this Lease, Tenant's pro rata share is as set forth in Exhibit G attached hereto. Should any governmental taxing authority levy, assess or impose any tax, excise or assessment (other than income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for or in addition to any existing tax on land, buildings or otherwise, Tenant shall be responsible for and shall pay any such tax, excise or assessment or shall reimburse Landlord for the amount thereof, as the case may be.

(b) As used in the Lease "taxes" shall not include any sums owed by Landlord or assessed against the Shopping Center or Landlord for capital stock or levy, transfer, or income taxes. Further, such term shall not include excess profits, gross receipts or rent taxes, penalties and interest on real estate taxes caused by the failure of Landlord to make timely payment after notice of the levy, nor shall such term include mortgage lien taxes, documentary stamp taxes, recording fees or the like.

(c) During any part of the term hereof which shall be less than a full calendar year, taxes and assessments shall be prorated on a daily basis between the parties to the end that Tenant shall only pay the tax attributable to the portion of the calendar year occurring within the term of this Lease.

(d) During the term of this Lease, Tenant shall pay to Landlord, monthly in advance, with Tenant's payment of Fixed Rent due hereunder, an amount equal to one-twelfth (1/12th) of Tenant's proportionate share of real estate taxes and assessments for the current tax year, as reasonably estimated by Landlord, which estimate shall be subject to change by Landlord from time to time. If Tenant's proportionate share of taxes with respect to any tax year is less than the total amount theretofore paid by Tenant for such period, the excess shall be credited against the payments with respect to real estate taxes next becoming due. If Tenant's proportionate share of taxes for any tax year exceeds the total amount theretofore paid by Tenant for such period, Tenant shall, within ten (10) days of receipt of Landlord's invoice therefor, pay to Landlord the difference between the estimated amount paid by Tenant and Tenant's actual proportionate share of real estate taxes and assessments.

SECTION 9 CONSTRUCTION OF PREMISES

(a) Prior to commencement of the term hereof, Landlord shall, at Landlord's cost and expense, construct the Premises substantially in accordance with the plans and specifications set forth in Exhibit C. It is understood and agreed by Tenant that changes in such plans or specifications which may be necessary during construction of the Premises shall not affect, invalidate, or change this Lease or any of its terms and provisions. Any material changes to the construction of the Premises shall require Tenant's prior written consent.

(b) Landlord's work in accordance with Exhibit C attached hereto shall be deemed approved by Tenant in all respects when Tenant opens for business in the Premises.

(c) Landlord represents, based on its actual knowledge, that as of the date hereof, the Premises are not subject to any leases, subleases, tenancies, agreements, liens, encumbrances, restrictions, operating agreements, or violations of laws, ordinances and regulations which will prevent the Tenant from conducting a retail business therein or which will otherwise render any of the provisions contained herein unenforceable. Landlord represents, based on its actual knowledge, that as of the date hereof all plumbing, electric, sewer, gas (if applicable), sprinkler, mechanical components and heating, ventilation, and air-conditioning systems are in good working order and operating condition.

(d) Tenant agrees to complete its initial construction in the Premises in accordance with Exhibit C attached hereto.

SECTION 10

USE

(a) As a material inducement to Landlord to enter into this Lease, the Premises shall be occupied and used for the purpose set forth in Section 1.1 hereof and for no other purpose. Tenant shall keep the Premises fully stocked and open for business and except as set forth in Section 10(e) hereof, shall operate one hundred percent (100%) of the Premises during the entire term of this Lease. Tenant shall conduct its business in the Premises on all business days during all regular and customary business hours established for the Shopping Center by Landlord. Tenant will conduct such business in a lawful manner, and in good faith. Minimum hours of operation shall be from 10:00 a.m. to 6:00 p.m., on Monday through Saturday. Notwithstanding anything herein to the contrary, and without intending to expand upon the "use" hereby permitted, Tenant covenants that in no event shall the Premises be used for any of the prohibited uses set forth in attached Exhibit F.

(b) Unless otherwise consented to in writing by Landlord, Tenant agrees to conduct its business in the Premises under the name set forth in Section 1.1 hereof.

(c) During the term of this Lease, Tenant shall not, directly or indirectly, engage in any similar or competing business within one (1) mile of the Shopping Center. This restriction shall not apply to Tenant's stores, if any, presently open and in operation within such area. As used in this Section 10(c), the term "Tenant" is defined and shall include all of the following persons and entities, jointly and severally:

(i) The person(s) and entities designated as "Tenant" in Section 1.1 of this Lease, jointly and severally.

(ii) If Tenant designated in Section 1.1 hereof is a corporation, "Tenant" shall include all officers, directors or shareholders, jointly and severally, and also all corporations or other entities in which Tenant or its officers, directors or shareholders, jointly and severally, shall have any interest.

(iii) If Tenant designated in Section 1.1 hereof consists of one (1) or more partners, individuals and/or unincorporated entities, "Tenant" shall include each partner, the respective spouses and children of such partners and individuals, jointly and severally, and all corporations and/or other entities in which such partners, individuals, entities or any member of such unincorporated entities, jointly and severally, shall have any interest.

(d) Tenant shall use and occupy the Premises in accordance with all governmental laws, ordinances, rules and regulations and shall keep the Premises in a careful, safe and proper manner. Tenant shall not use, or allow the Premises to be used, for any purpose other than as specified herein and shall not use or permit the Premises to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Shopping Center. Tenant shall not permit the Premises to be occupied in whole or in part by any other person or entity, except as otherwise provided herein.

(e) Nothing in the Lease shall require Tenant to continuously operate in the Premises after the end of the third (3rd) Lease Year. If after the third (3rd) Lease Year, Tenant ceases doing business for a continuous period in excess of sixty (60) days, Landlord shall, at any time thereafter, have the right to terminate this Lease by serving written notice of termination on Tenant, which termination shall become effective on the thirtieth (30th) day following its receipt by Tenant. In the event of a termination hereunder, the parties hereto shall automatically be released from any and all liability arising after such termination. Nothing herein shall be deemed to affect Tenant's obligation to pay Fixed Rent or Additional Rent, or other charges until the effective date of said termination by the Landlord. Periods of closing of the Premises reasonably necessitated by (a) rebuilding, remodeling and/or repair, (b) casualty, (c) condemnation, and (d) war, or acts of God, or periods of closing consented to by Landlord shall be exempted from the provisions of this paragraph and shall give the Landlord no right to terminate as set forth herein.

SECTION 11 UTILITIES

(a) Landlord shall provide the necessary mains and conduits to the Premises for water and sewer facilities, telephone lines and electricity. Tenant shall duly and promptly pay for all utility services consumed in the Premises. If Tenant shall use water and/or electricity for any purpose in the Premises and Landlord shall elect to supply the water and/or electricity, Tenant shall accept and use the same as tendered by Landlord and pay therefor at the applicable rates filed by Landlord with the proper regulating authorities and in effect from time to time covering such services, but not more than rates which would be chargeable to Tenant by the respective utility companies.

(b) In the event Landlord supplies sanitary sewer facilities including, but not limited to, holding tanks or treatment plants, Tenant shall pay as additional rent a proportionate share of the cost of operating and maintaining such facilities, including but

not limited to the rental and/or amortization of such facilities. Tenant's share of such cost shall be an amount equal to the total of all such costs multiplied by a fraction, the numerator of which shall be the number of square feet of floor area of the Premises and the denominator of which shall be the number of gross leasable square feet of floor area in the buildings located on the Shopping Center.

(c) Payment for any and all water, sewer and electricity service used by Tenant, if furnished by Landlord or if re-billed by Landlord, shall be made monthly as additional rent within ten (10) days of the presentation by Landlord to Tenant of bills therefor. Landlord shall have the right to cut off and discontinue, without notice to Tenant, said water, sewer, electricity or any other service whenever and during any period for which bills for the same, rent or other obligations hereunder are not promptly paid or performed by Tenant within ten (10) days after Tenant's receipt of written notice from Landlord of such delinquency.

(d) The obligations of Tenant to pay for gas, telephone, water, sewer and electrical service as herein provided, shall commence on the Date of Delivery of Possession, without regard to any free rental period or formal commencement date of this Lease. Landlord shall not be liable in damages or otherwise, should the furnishing of such services by it to the Premises be interrupted by fire, accident, riot, strike, act of God, or the making of necessary repairs or improvements or other causes beyond the control of Landlord.

SECTION 12 RULES AND REGULATIONS

Tenant agrees that Landlord has the right, at any time and from time to time, for the general welfare of the Shopping Center and the avoidance of nuisance, to impose reasonable rules and regulations of general application governing the conduct of tenants in the Shopping Center and the use of the Common Areas. Tenant, as a covenant and condition of this Lease, agrees to comply with and perform any and all such rules and regulations imposed by Landlord, including but not limited to those rules and regulations set forth in Exhibit E attached hereto and incorporated herein by this reference.

SECTION 13 ALTERATIONS, INSTALLATIONS AND REMOVAL OF IMPROVEMENTS BY TENANT

(a) Tenant shall have the right during the term of this Lease to make such interior alterations, changes and improvements to the Premises (except structural alterations, changes, or improvements), as may be proper and necessary for the conduct of Tenant's business and for the full beneficial use of the Premises, provided Tenant shall:

- (i) pay all costs and expenses therefor;

(ii) make such alterations, changes and improvements in a good and workmanlike manner and in accordance with all applicable laws and building regulations; and

(iii) in the event the cost of such alterations, changes and improvements exceed \$20,000, prior to the making of such alterations, changes and improvements, assure Landlord that payment for the same will be made by Tenant.

(b) Except as otherwise provided, all signs, furnishings, trade fixtures and other removable personal property paid for and installed in the Premises by Tenant and not constituting a part of the Building shall remain the property of Tenant and shall be removed by Tenant upon the termination of this Lease, provided that any of such items as are affixed to the Premises and require severance shall be removed by Tenant and Tenant shall repair any damage caused by such removal. Those items not removed by Tenant on or before fifteen (15) days after the termination of this Lease and vacation of the Premises by Tenant shall be deemed abandoned by Tenant and, at Landlord's election, may be treated and/or disposed of by Landlord as Landlord's property without further right or claim thereto by Tenant, except that Tenant shall reimburse Landlord for the cost of removal, if Landlord elects to have the same removed.

SECTION 14 REPAIRS AND MAINTENANCE

(a) Except as otherwise set forth in Section 7 hereof, Landlord shall keep the foundation, sprinkler system (if any), the outer walls and the roof of the Premises in good repair, provided, however, that Landlord shall not be obligated to make any repairs to the same which are occasioned by the act or negligence of Tenant, its agents, employees, invitees or licensees, unless Landlord is fully reimbursed for the costs thereof under any policy of insurance. Landlord shall not be required to make any other improvements or repairs of any kind upon the Premises and appurtenances thereto. At the sole cost and expense of Tenant and through the term of this Lease, Tenant shall keep and maintain the Premises in good order, condition, replacement and repair, in a clean, sanitary, and safe condition in accordance with the laws of the city, county and state in which the Shopping Center is located, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction of the Premises. Landlord represents that utility systems serving the Premises, mechanical components and heating, ventilation, and air conditioning systems will be in good working order and operating condition as of the Date of Delivery of Possession. As of the date of this Lease, the heating, ventilation, and air conditioning units serving the Premises are new, and Landlord shall assign to Tenant, or pass on the benefit of, any warranties with respect to such units. Without limiting the foregoing, Tenant's responsibility for maintenance shall include keeping in good condition and repair:

(i) the heating, ventilating and air-conditioning system within and exclusively serving the Premises and any portion thereof not within the

Premises but exclusively serving the Premises, including any gas supply line exclusively serving the Premises to the point of connection with the gas company meter, wherever located;

(ii) the electrical system within the Premises and any portion thereof not within and exclusively serving the Premises but exclusively serving the Premises, including the electric supply line exclusively serving the Premises to the point of connection with the electric company meter, wherever located;

(iii) the plumbing system, both sewage and water lines, within and exclusively serving the Premises and any portion thereof not within the Premises, but exclusively serving the Premises, including the water line to the point of connection with the water meter, wherever located;

(iv) the area designated by Landlord for Tenant's trash receptacles.

(b) In furtherance of, and not in limitation of, Tenant's obligation to keep and maintain the Premises in good order, condition and repair, Landlord and Tenant agree that Tenant, at Tenant's expense, will:

(i) keep in properly covered containers within the Premises or in areas outside the Premises designated by Landlord, all trash, rubbish and debris resulting from Tenant's and occupancy of the Premises and will arrange for the frequent and periodic pick-up and removal of such trash, rubbish and debris; provided, however, Landlord shall have the right to require Tenant to participate in a centralized trash disposal and/or compaction program regulated by Landlord and to pay its pro rata share of such commercially reasonable program costs based on the square footage of the Premises in relation to the square footage of space in the Shopping Center occupied by all tenants in such program.

(ii) burn no trash, rubbish or debris in or about the Premises;

(iii) not create or maintain a nuisance in the Premises;

(iv) [Intentionally Deleted];

(v) keep the Premises and all appurtenances thereof in a clean, sightly and sanitary condition, complying with all applicable requirements of the city, county and state in which the Shopping Center is located, as the same may be in effect from time to time, and through Tenant's own employees or by means of a competent exterminating service, free from vermin and rodents;

(vi) keep open and clean any grease traps and all sewer and/or discharge lines from the Premises;

(vii) not use the plumbing and sewer lines or facilities of the Premises for any purpose other than that for which they were constructed, nor throw therein any foreign substance of any kind, and the expense of any breakage, stoppage, drainage or damage resulting from a violation of subsections (vi) and (vii) hereof shall be borne by Tenant;

(viii) remove the snow and ice and assorted debris and trash from sidewalks contiguous to the Premises and maintain the same unobstructed; and

(ix) repair and replace all windows, window fittings and sashes and interior and exterior doors in the Premises.

(c) In addition to the aforesaid, Tenant shall make all repairs in each instance where the necessity for such repairs is caused by the action or negligence of Tenant or anyone acting for, or on behalf of, Tenant to:

- (i) the Premises and/or the Shopping Center;
- (ii) the plumbing and sewer systems outside the Premises; and
- (iii) the Common Areas.

SECTION 15 WAIVER OF LIABILITY BY TENANT

(a) Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for negligence, or otherwise, arising from damage to person or property sustained by Tenant or any person claiming through or under Tenant resulting from any accident or occurrence in or upon the Premises or any other part of the Shopping Center unless caused by the gross negligence or wilful misconduct of Landlord, its agents or employees.

(b) The foregoing waiver shall include, but not be limited to, claims for damage resulting from:

- (i) any equipment or appurtenances becoming out of repair;
- (ii) injury done or occasioned by wind;
- (iii) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas, water, and steam pipes, or stairs, rail, or walks;
- (iv) broken glass;
- (v) the backing up of any sewer pipe or downspout;

- (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises;
- (vii) the escape of steam or hot water;
- (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises;
- (ix) the falling of any fixture, plaster, or stucco; and
- (x) any act, omission or negligence of trespassers, co-tenants, the agents, employees, customers or invitees of co-tenants, other occupants of the Building, occupants of adjoining or contiguous buildings, or owners of adjacent or contiguous property.

SECTION 16 INDEMNIFICATION AND INSURANCE

(a) Tenant will indemnify Landlord and save Landlord harmless from and against any and all claims, actions, lawsuits, damages, liability and expense (including, but not limited to, attorneys' fees) arising from loss, damage or injury to persons or property occurring in, on, or about the Premises, arising out of the Premises, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, customers or employees.

(b) Landlord will indemnify Tenant and save Tenant harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with liability to third parties for loss of life, personal injury and/or damage to property (other than Tenant's personal property) arising from or out of any act or omission of Landlord and its agents and employees occurring in, upon or from the Common Areas.

(c) At all times from the Date of Delivery of Possession and during the term of this Lease, Tenant shall, at its own expense, keep in full force and effect public liability insurance (including, without limitation, insurance against contractual liability of Tenant under this Lease) in companies reasonably acceptable to Landlord with minimum limits of Two Million Dollars (\$2,000,000.00) on account of bodily injury to or death of one (1) person and Two Million Dollars (\$2,000,000.00) on account of bodily injury to or death of more than one (1) person as the result of any one (1) accident or disaster, and Five Hundred Thousand Dollars (\$500,000.00) on account of damage to property. Said policy or policies shall name Landlord, its successors, assigns, agents and employees as an additional insured.

(d) If liquor or other alcoholic beverages are sold on or from the Premises, Tenant shall at its own expense, keep in full force and effect, liquor liability insurance ("Dram Shop" insurance) in the limits set forth in Subparagraph (b) above. Said policy shall name Landlord as an additional insured. This paragraph shall not be construed to

permit the sale of liquor or other alcoholic beverages if the sale of such items is not specifically referred to in Section 1.1 hereof.

(e) Tenant shall not carry any stock of goods or do anything in or about the Premises which will in any way tend to increase the insurance rates on the Premises and/or the Building and/or the Shopping Center. Tenant shall have a period of thirty (30) days after written notice from Landlord to take the necessary steps to prevent such increase in the insurance rates and if not so corrected any such increase in the rates on the Premises and/or the Building and/or the Shopping Center shall be paid by Tenant..

(f) Landlord shall maintain and keep in force throughout the term of this Lease commercial general liability insurance in the minimum amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage ("Landlord's Liability Insurance") and special form or "All Risk" insurance on the Shopping Center and the building of which the Premises are a part, covering the Premises and Shopping Center for one hundred percent (100%) of their replacement value (excluding foundation and footers) ("Landlord's Property Insurance"); provided, however, that to the extent other tenants or occupants of the Shopping Center separately maintain (and/or are responsible for the risks covered by) such insurance with respect to their respective premises, Landlord shall not be obligated to maintain Landlord's Liability Insurance and/or Landlord's Property Insurance with respect to such premises.

(g) During the term of this Lease, Tenant agrees to reimburse Landlord for that portion of the total cost of providing public liability, property damage, fire and extended coverage and such other insurance as Landlord deems appropriate; total compensation and benefits (including premiums for Worker's Compensation and other insurance) on the proportionate basis and in the manner set forth in Section 7 hereof; provided, however, that Tenant shall have no rights in said policy or policies maintained by Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. In the event any of Landlord's policies insures premises or risks other than the Shopping Center or the rents therefrom, the statement of the insurer or the agent shall be conclusive as to the portion of the total premium attributable to the Shopping Center. Tenant agrees to carry insurance against fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, floor and wall coverings, and all other personal property of Tenant located on or within the Premises, such coverage to be in an amount equal to at least eighty percent (80%) of replacement cost thereof.

(h) Prior to the Date of Delivery of Possession, Tenant shall deposit with Landlord the policy or policies of such insurance required by this Section 16, or certificates thereof (for example: form ACORD 27), and Tenant shall subsequently deposit with Landlord the replacement policy or policies of such insurance or certificates thereof, at least fifteen (15) days prior to the expiration of any existing policy. Each such insurance policy shall contain a provision that the policy cannot be canceled or amended without thirty (30) days prior notice to Landlord.

(i) Tenant may, at its option, satisfy any or all of its obligations to insure with (i) a so-called "blanket" policy or policies of insurance, or (ii) an excess or umbrella liability policy or policies of insurance, now or hereafter carried and maintained by Tenant; provided, however, that Landlord and any additional party named pursuant to the terms of this Lease shall be named as additional insured thereunder as their respective interests may appear, and provided that the coverage afforded Landlord and any additional named insureds shall not be reduced or diminished by reason of the use of any such blanket or umbrella policy or policies. Tenant may, at its option, self-insure or provide plate glass insurance for the windows and doors in the Premises.

(j) Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Shopping Center, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, and Tenant's trade fixtures therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses caused by any of the perils covered by fire and extended coverage insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance carried or required to be carried hereunder.

SECTION 17

SIGNS

Prior to opening for business, Tenant shall install a building identification sign at its cost and expense, which sign shall comply with Exhibit D attached hereto. Tenant shall not erect or install any other ground, building, or roof signs except as expressly permitted by Landlord. All permitted signs shall comply with the terms and provisions of Exhibit D attached hereto and incorporated herein by this reference, and with all requirements of appropriate governmental authorities. All necessary permits or licenses shall be obtained by Tenant. Tenant shall maintain all permitted signs in good condition and repair at all times, and shall save Landlord harmless from any injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to display in its windows professionally made temporary signage, posters, promotional items such as "standees", lighted and other frame boxes, including chase lights, and marquee-type frames, but not more than one-half (1/2) of the glass area shall be covered.

SECTION 18

ASSIGNMENT AND SUBLETTING

(a) This Lease and any and all interest herein shall not be mortgaged, pledged, encumbered, assigned or otherwise transferred in any manner by Tenant, voluntarily or involuntarily, by operation of law, or otherwise, or the Premises or any part

thereof sublet or occupied for the conduct of any business by any third person, firm, or corporation or for any purpose other than herein authorized without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

(b) Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to enter into an assignment of this Lease, or a sublease of the Premises, to any entity which is owned by the Tenant, or to any subsidiary of Tenant, or to any entity succeeding to substantially all the assets of Tenant as a result of a consolidation, merger or sale, or to any entity which acquires any of the following: (i) a majority of Tenant's other stores, or (ii) a majority of Tenant's stores in the state in which the Shopping Center is located. None of the following stock transactions shall require Landlord's consent: a transfer of stock among immediate family members, a public offering, private placement, or limited offering of stock, merger, or consolidation. The sale or sales aggregating fifty percent (50%) or more of the capital stock of Tenant (if Tenant is a corporation) or fifty percent (50%) or more of the partnership interests (if Tenant is a partnership) shall be deemed to be an assignment of this Lease within the meaning of this Section.

(c) Any consent by Landlord to any assignment, subletting or operation by a concessionaire, licensee, or other third party shall not constitute a waiver of the necessity for such consent under any subsequent assignment, subletting or operation by a concessionaire, licensee or other third party.

(d) Following any permitted assignment or other transfer of this Lease by Tenant:

(i) Tenant and any guarantor shall remain primarily liable for performance of all obligations of the assignee or transferee of Tenant hereunder;

(ii) Tenant shall absolutely and unconditionally guarantee the performance hereunder of such assignee or transferee; and

(iii) Any rent which Tenant receives pursuant to any sublease in excess of the Fixed Rent shall be paid by Tenant to Landlord.

Notwithstanding the foregoing, provided such assignee has at the time of such assignment, a tangible net worth in excess of \$2,000,000 and has assumed the obligations of Tenant under the Lease, Tenant shall be released from any further liability or obligation hereunder.

(e) Notwithstanding anything herein contained to the contrary, if Tenant intends to assign this Lease, sublet or part with possession of all or any portion of the Premises, or to transfer this Lease in any other manner in whole or in part, or any estate or interest hereunder, then, and so often as such event shall occur and require Landlord consent, Tenant shall give prior written notice to Landlord of such intent, specifying therein the name and address of the proposed assignee, subtenant or transferee and any proposed guarantor thereof, and all terms and conditions of such assignment,

sublease or transfer, and within ninety (90) days thereafter, Landlord shall notify Tenant in writing whether it consents or does not consent in accordance with the provisions of this Section and Section 45(b).

(f) In the event Landlord consents to the assignment, sublease or transfer of this Lease by Tenant, Landlord reserves the right to charge Tenant a fee for processing of Tenant's request and for Landlord's attorneys' fees in connection with such assignment, sublet or transfer.

SECTION 19 REPAIR AFTER CASUALTY

(a) If, with respect to the Premises and/or the buildings on the Shopping Center, (i) either the Premises or buildings (taken in aggregate) on the Shopping Center shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof, respectively, or (ii) the proceeds of Landlord's insurance recovered or recoverable as a result of damage to the Premises and/or said buildings shall be insufficient to pay fully for the cost of replacement of the Premises and/or said buildings, or (iii) the Premises and/or said buildings shall be damaged as a result of a risk which is not covered by Landlord's insurance, or (iv) the Premises shall be damaged in whole or in part during the last eighteen (18) months of the Lease term or of any renewal term hereof, or (v) said buildings shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement thereof, whether or not the Premises shall be damaged; then in any such event, Landlord may terminate this Lease by notice given within ninety (90) days after such event and upon the date specified in such notice, which shall not be less than thirty (30) days nor more than sixty (60) days after the giving of said notice, this Lease shall terminate and come to an end, and Tenant shall vacate and surrender the Premises to Landlord. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Fixed Rent shall be allowed from the date when the damage occurred until completion of the repairs or rebuilding or, in the event Landlord elects to terminate this Lease, until said date of termination. Said proportion shall be computed on the basis of the ratio which the amount of floor space rendered untenable bears to the total floor space of the Premises.

(b) If this Lease shall not be terminated as provided in Section 19(a) above, Landlord, at Landlord's expense, shall, following the receipt of the insurance proceeds, diligently proceed with the repair or restoration of the Premises to place the damaged Premises in substantially the same condition they were in immediately preceding the damage or destruction. Within thirty (30) days after the completion of Landlord's work, Tenant shall promptly replace Tenant's stock-in-trade, trade fixtures, equipment and furnishings and, if Tenant is not open for business, reopen for business.

(c) Notwithstanding anything to the contrary contained in Sections 19(a) and (b) hereof, Landlord may cancel this Lease with no further liability to Tenant whatsoever in the event that following any damage, destruction or injury to the Premises, the Shopping Center buildings or the Shopping Center, Landlord's mortgagee(s) elect to

require Landlord to make advance payments upon or full payment of the outstanding mortgage indebtedness; provided, however, Landlord shall have also terminated the leases for all other tenants in the Shopping Center.

SECTION 20 CONDEMNATION

(a) In the event that the Premises, the Shopping Center or any part thereof shall at any time after the execution of this Lease be taken for public or quasi-public use or condemned under eminent domain or conveyed under threat of such a taking or condemnation, Tenant shall not be entitled to claim, or have paid to Tenant any compensation or damages whatsoever for or on account of any loss, injury, damage, taking or conveyance of any right, interest or estate of Tenant and Tenant hereby relinquishes and hereby assigns to Landlord any rights to any such damages. Landlord shall be entitled to claim and have paid to it for the use and benefit of Landlord all compensation and damages for and on account of or arising out of such taking, condemnation or conveyance without deduction from the amount thereof for or on account of any right, title, interest or estate of Tenant in or to said property. Tenant, upon request of Landlord, will execute any and all releases, transfers or other documents as shall be required by such public or quasi-public authority to effect and give further evidence and assurances of the foregoing. Tenant shall also be entitled to claim an award for damage to merchandise and fixtures, removal and reinstallation costs and moving expenses, in a separate action only, provided that such award does not diminish the award made to the Landlord.

(b) In case of any taking, condemnation or conveyance referred to in this Section 20, then if and when there is an actual taking or conveyance of physical possession of any part of the Premises or any material part of the Shopping Center, then Landlord may cancel and terminate this Lease by giving notice to Tenant within ten (10) days after such an actual taking or conveyance of physical possession. If this Lease is not terminated following any of said actual takings or conveyances of any part of the Premises, then Landlord shall, at Landlord's own expense, but only to the extent of an equitable proportion of the award for the portion of the Premises taken (excluding any award of land), make such repairs to the Premises as are necessary to constitute a complete architectural and tenantable unit. In the event of a partial taking or conveyance of the Premises, a proportionate allowance shall be made in the Fixed Rent based on the portion of the Premises remaining as compared to the original Premises.

(c) Notwithstanding anything to the contrary contained in Sections 20(a) and 20(b) hereof, Landlord may cancel this Lease with no further liability to Tenant whatsoever in the event that following any taking of the Premises, the Shopping Center buildings or the Shopping Center by condemnation or right of eminent domain, Landlord's mortgagee(s) elect to require Landlord to make advance payments upon or full payment of the outstanding mortgage balance; provided, however, Landlord shall have also terminated the leases for all other tenants in the Shopping Center.

SECTION 21
LANDLORD'S REMEDIES UPON DEFAULT

(a) In the event that:

(i) Tenant shall, at any time after the Date of Delivery of Possession be in default in the payment of rent, any additional rent, or other sums of money required to be paid by Tenant, or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Lease, and Tenant shall fail to remedy such default within ten (10) days in the event the default is as to payment of rent, any additional rent or other sums of money, or within thirty (30) days after receipt of written notice thereof, if the default relates to matters other than the payment of rent, any additional rent, or other sums of money (but Tenant shall not be deemed to be in default if Tenant commences to remedy said defaults other than relate to payment of rent, any additional rent, or other sums of money within said thirty (30) days period, and proceeds therewith with due diligence); or

(ii) Tenant shall commit waste upon the Premises or, subject to Section 10(e) hereof, vacate the Premises or fail to continuously occupy and conduct Tenant's business in the Premises; or

(iii) Tenant shall have been given valid notice of default three (3) or more times in any lease year, whether or not such defaults shall have been cured; or *monetary*

(iv) Tenant shall become insolvent or make an assignment for the benefit of creditors, or if any guarantor of Tenant shall become insolvent or make an assignment for the benefit of creditors, or if a receiver or trustee of Tenant's property shall be appointed, or if proceedings under the Bankruptcy Code shall be instituted by or against Tenant or any guarantor of this Lease and the same shall not be dismissed by the Court within the time period provided in Section 22 hereof, or if any event shall happen which, aside from this provision, would cause any assignment or devolution of Tenant's interest or occupancy hereunder by operation of law;

then Landlord, in addition to all other remedies given to Landlord in law or in equity, may by written notice to Tenant terminate this Lease, or, without terminating this Lease, re-enter the Premises by summary proceedings or otherwise, and, in any event, may dispossess the Tenant, it being the understanding and agreement of the parties that under no circumstances is this Lease to be an asset for Tenant's creditors by operation of law or otherwise. In the event of such re-entry Landlord may relet the Premises. In the event of a reletting, Landlord may apply the rent therefrom first to the payment of Landlord's expenses, including attorneys' fees incurred by reason of Tenant's default and the expense of reletting (including the cost of repairs, renovations or alterations to

bring the Premises to the condition that existed as of the Date of Delivery of Possession) and then to the amount of rent and all other sums due from Tenant hereunder, Tenant remaining liable for any deficiency. Any and all deficiencies shall be payable by Tenant monthly on the date herein provided for the payment of Fixed Rent. Landlord shall use reasonable efforts to relet the Premises or any part thereof to any person, firm or corporation and for such time and upon such terms as Landlord may determine in its sole discretion. Such obligation to relet the Premises shall be subject to the right of Landlord to develop and maintain the "tenant mix" Landlord determines, in Landlord's sole discretion, to be appropriate for the Shopping Center.

In addition to the foregoing, Tenant shall be responsible for the payment of Common Area Charges and taxes and assessments payable by Tenant under the terms of the Lease.

(b) In the event of a default or threatened default by Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Landlord shall have the right to invoke any remedy permitted to Landlord in law or in equity. No termination of this Lease nor any taking or recovering of possession of the Premises shall deprive Landlord of any of its remedies or actions against Tenant, and Tenant shall remain liable for all past or future rent, including all additional rent, taxes, insurance premiums, and other charges and rent payable by Tenant under this Lease, during the term hereof. In no event shall the bringing of any action for rent or other default be construed as a waiver of the right to obtain possession of the Premises.

(c) If suit shall be brought for recovery of possession of the Premises, for the recovery of rent, or for any other amount due under the terms and 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 therefor, including reasonable attorneys' fees.

(d) The parties hereto shall, and they hereby do, waive 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 Premises, and/or any claim of injury or damage arising out of the Premises or the Shopping Center.

(e) All rights and remedies provided herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

SECTION 22 BANKRUPTCY OR INSOLVENCY REMEDIES

(a) Consequences of Bankruptcy: In the event Tenant shall become a debtor under Chapter 7 of the Federal Bankruptcy Code, 11 U.S.C. Section 101, et seq. (the "Bankruptcy Code"), and Tenant's trustee or Tenant shall elect to assume this Lease for

the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of Sections 22(b) and 22(d) hereof are satisfied. If Tenant or Tenant's trustee shall fail to elect to assume this Lease within sixty (60) days after the filing of such petition, this Lease shall be deemed to have been rejected. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee, and this Lease shall terminate, but Landlord's right to be compensated for damages in any such proceeding shall survive.

(b) Assumption Requirements: In the event that a petition for reorganization or adjustment of debts is filed concerning Tenant under Chapter 11 of the Bankruptcy Code, or a proceeding under Chapter 7 is converted to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume or reject this Lease within sixty (60) days from the date of filing of the petition under Chapter 11 or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. In the event that Tenant, Tenant's trustee or the debtor-in-possession has failed to perform all of Tenant's obligations under this Lease within the time period (excluding grace periods required for such performance), no election by Tenant's trustee or the debtor-in-possession to assume this Lease, whether under Chapter 7 or Chapter 11 of the Bankruptcy Code, shall be effective unless each of the following conditions has been satisfied:

(i) Tenant's trustee or the debtor-in-possession has cured all defaults under this Lease, or has provided Landlord with Assurance (as defined below) that it will cure, (1) all defaults susceptible of being cured by the payment of money within ten (10) days from the date of assumption and (2) all other defaults under this Lease which are susceptible of being cured by the performance of any act promptly after the date of such assumption.

(ii) Tenant's trustee or the debtor-in-possession has compensated, or has provided Landlord with Assurance (as hereinafter defined) that within ten (10) days from the date of such assumption Tenant's trustee or the debtor-in-possession will compensate Landlord for any actual pecuniary loss incurred by Landlord arising from the default of Tenant, Tenant's trustee or the debtor-in-possession indicated in any statement of actual pecuniary loss sent by Landlord to Tenant's trustee or the debtor-in-possession.

(iii) Tenant's trustee or the debtor-in-possession has provided Landlord with Assurance of the future performance of each of the obligations under this Lease of Tenant, Tenant's trustee or the debtor-in-possession, and if Tenant's trustee or the debtor-in-possession has provided such Assurance, Tenant's trustee or the debtor-in-possession shall also (1) deposit with Landlord, as security for the timely payment of Fixed Rent hereunder, an amount equal to one (1) month's rent; and (2) pay in advance to Landlord on the date any Fixed Rent is due and payable one-twelfth (1/12th) of Tenant's annual obligations for additional rent pursuant to this Lease (collectively, the "Deferred Rent"). The obligations imposed

upon Tenant's trustee or the debtor-in-possession shall continue with respect to Tenant or any assignee of this Lease, if any, after the completion of bankruptcy proceedings.

(iv) Such assumption and/or assignment will not breach or cause a default under any provision of any other lease, mortgage, financing agreement or other agreement by which Landlord is bound relating to the Premises or any larger development of which the Premises are a part.

(v) Tenant's trustee or the debtor-in-possession shall not be entitled to require Landlord to provide services or supplies incidental to this Lease before assumption of this Lease, unless Landlord is compensated immediately under the terms of this Lease for any services and supplies provided under this Lease before assumption of this Lease.

For purposes of this Subsection 22(b) hereof, Landlord and Tenant acknowledge that "Assurance" shall mean no less than Tenant's trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Landlord that sufficient funds will be available to fulfill the obligations of Tenant under this Lease and there shall have been deposited with Landlord, or the Bankruptcy Court shall have entered an order segregating, sufficient cash payable to Landlord, and/or Tenant's trustee or the debtor-in-possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of Tenant, Tenant's trustee or the debtor-in-possession, acceptable as to value and kind to Landlord, to secure to Landlord the obligation of Tenant, Tenant's trustee or the debtor-in-possession to cure the defaults under this Lease, monetary and/or non-monetary, within the time periods set forth above.

(vi) The assignment and assumption of the Lease will not disrupt tenant mix in the balance of the Shopping Center.

(c) Subsequent Liquidation or Petition: In the event that this Lease is assumed in accordance with Subsection 22(b) hereof and thereafter Tenant is liquidated or files a subsequent petition for reorganization or adjustment of debts under Chapter 11 of the Bankruptcy Code, Landlord may, at its option, terminate this Lease and all rights of Tenant hereunder, by giving Tenant notice of its election so to terminate within thirty (30) days after the occurrence of either of such events.

(d) Assignment:

(i) If Tenant's trustee or the debtor-in-possession has assumed this Lease pursuant to the terms and provisions of Subsection 22(b) hereof for the purpose of assigning (or elects to assign) this Lease to an assignee, this Lease may be so assigned only if the proposed assignee has provided

adequate assurance of future performance of all of the terms, covenants and conditions of this Lease to be performed by Tenant, including, without limitation, the obligation to pay Deferred Rent. As used herein, "adequate assurance of future performance" shall mean that no less than each of the following conditions shall have been satisfied:

- (1) The proposed assignee has furnished Landlord with either:
 - (i) a current financial statement audited by a Certified Public Accountant indicating a net worth and working capital in amounts which Landlord reasonably determines to be sufficient to assure the future performance by such assignee of Tenant's obligations under this Lease; or
 - (ii) a guaranty or guaranties in form and substance satisfactory to Landlord from one or more persons with a net worth and working capital in amounts which Landlord reasonably determines to be sufficient to assure the future performance of Tenant's obligations under this Lease;
- (2) Landlord has obtained from others required under any lease, mortgage, financing arrangement or other agreement by which Landlord is bound, all consents or waivers necessary to permit Landlord to consent to such assignment; and
- (3) The proposed assignment will not release or impair any guaranty of the obligations of Tenant (including the proposed assignee) under this Lease.

In the event any monies due and owing to Tenant are delivered to Landlord, said money shall be turned over to Tenant or to the estate of Tenant, provided that Landlord has received all monies and other property and documents required to be paid or provided to Landlord pursuant to the terms of this Lease, including, without limitation, such monies and documents specified in subparagraph (i) above. Any and all monies or other considerations constituting Landlord's property not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to or turned over to Landlord.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

(e) Reasonable Charges: When, pursuant to the Bankruptcy Code, Tenant's trustee or the debtor-in-possession shall be obliged to pay reasonable use and occupancy charges for the use of the Premises, such charges shall not be less than the Fixed Rent and additional rent payable by Tenant under this Lease.

(f) Consent: Neither the whole nor any portion of Tenant's interest in this Lease or its estate in the Premises shall pass to any trustee, receiver, assignee for the benefit of creditors or any other person or entity, or otherwise by operation of law under the laws of any state jurisdiction of the person or property of Tenant unless Landlord shall have consented to such transfer in writing. No acceptance by Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to constitute such consent by Landlord, nor shall it be deemed a waiver of Landlord's right to terminate this Lease for any transfer of Tenant's interest under this Lease without such consent.

(g) Default: The occurrence of any of the following events shall be deemed an event of default for purposes of this Lease and shall entitle Landlord to exercise the rights and remedies available to Landlord hereunder to the extent at any time permitted by law:

(i) if Tenant shall file a petition in bankruptcy or for reorganization or for arrangement or be adjudicated a bankrupt or become insolvent or become a debtor under the Bankruptcy Code or any state insolvency law or any similar provisions of any future federal or state bankruptcy or insolvency code or law;

(ii) if Tenant shall make an assignment for the benefit of creditors or admit in writing Tenant's inability to pay its debts generally as they become due;

(iii) if a petition or answer proposing the adjudicating of Tenant as bankrupt, or the reorganization of Tenant pursuant to any present or future federal or state bankruptcy code or law shall be filed and Tenant shall consent to or acquiesce in the filing thereof or fail to discharge same within one hundred twenty (120) days after filing thereof; or

(iv) if a receiver, trustee or liquidator of Tenant, or of all or substantially all of the assets of Tenant, or of the Premises, or Tenant's leasehold estate hereunder shall be appointed in any proceeding brought by Tenant, or if Tenant shall fail to cause the discharge of such appointment within one hundred twenty (120) days after such appointment in any proceeding brought against Tenant, or if Tenant shall consent to or acquiesce in such appointment in any such proceeding brought against Tenant.

SECTION 23 DISCHARGE OF LIENS

Tenant shall not do or suffer anything to be done whereby the Premises, Building, Shopping Center or the land thereunder may be encumbered by any liens of mechanics, laborers, or materialmen, chattel mortgages or any other liens. Tenant shall, whenever and as often as any such liens are filed against the Premises, the Building, the Shopping Center or the land thereunder purporting to be for labor or

material furnished or to be furnished to Tenant, discharge the same of record within twenty (20) days after the date of filing by payment, bonding or otherwise, as provided by law. Tenant, upon reasonable notice and request in writing from Landlord, shall also defend for Landlord, at Tenant's sole cost and expense, any action, suit or proceeding which may be brought on or for the enforcement of any such lien and will pay any damages and satisfy and discharge any judgments entered in such action, suit or proceeding and save harmless Landlord from any liability, claim or damages resulting therefrom. In default of Tenant procuring the discharge, as aforesaid, of any such lien, Landlord may, without further notice, procure the discharge thereof by bonding or payment or otherwise, and all costs and expenses to which Landlord may be put in obtaining such discharge shall be paid by Tenant as additional rent within ten (10) days after notice from Landlord of the amount due.

SECTION 24 LIABILITY OF LANDLORD

(a) If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Shopping Center as the same may then be encumbered and/or Tenant may, without forfeiture of its term herein, deduct same from the next installment or installments of rent to accrue under this Lease provided, however, that such offset shall not exceed twenty percent (20%) of Tenant's next monthly payment(s) of Fixed Rent, provided such offset shall continue until Tenant has been fully reimbursed and neither Landlord nor, if Landlord be a partnership, any of the partners comprising such partnership, shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Shopping Center. In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the Shopping Center, Landlord shall be released from all liability and obligations hereunder.

(b) Notwithstanding anything contained herein to the contrary, Landlord shall not be deemed to be in default of any of its obligations hereunder until Tenant shall have given Landlord written notice thereof, and Landlord shall have failed to perform such obligations within thirty (30) days after receipt thereof or such longer period of time as may be reasonable. If Landlord fails or neglects to perform any obligation or observe any term, covenant or condition of the Lease which is Landlord's obligation hereunder within thirty (30) days after receipt of written notice of default or, if more than thirty (30) days are reasonably required because of the nature of the default, if Landlord fails to commence to cure within the aforesaid thirty (30) day period and diligently process to completion, then Tenant shall have the right, upon not less than ten (10) days prior written notice to the Landlord (or sooner in the event of emergency), to cure such default on behalf of Landlord, and in such event Landlord shall reimburse Tenant for all reasonable costs incurred by Tenant in curing such default on Landlord's behalf, within thirty (30) days after receipt of written demand therefor from Tenant, together with reasonably satisfactory evidence of such costs and of payment thereof. If the Landlord

shall not repay any such amount or amounts upon demand, the Tenant may, without forfeiture of its term herein, deduct same from the next installment or installments of rent to accrue under this Lease provided, however, that such offset shall not exceed twenty percent (20%) of Tenant's next monthly payment(s) of Fixed Rent, provided such offset shall continue until Tenant has been fully reimbursed.

SECTION 25 RIGHTS OF LANDLORD

(a) Landlord reserves the right at all reasonable times in and after providing prior notice to Tenant (except in the event of an emergency), by itself or its duly authorized agents, to go upon and inspect all or any part of the Premises, as well as to exhibit the same to prospective purchasers, mortgagees and tenants, and, at Landlord's option, to make repairs, alterations and additions to the Premises, the Building, the Shopping Center or any part thereof. Landlord shall have the right to take all materials, tools and equipment in, through, above or under the Premises that may be required therefor. No such repairs, alterations or additions shall constitute an actual or constructive eviction of Tenant. Landlord shall not be liable for any inconvenience, disturbance, loss of business or other damage to Tenant by reason of any of the foregoing activity, nor shall the same constitute any grounds for the abatement of any rents due under this Lease. Landlord shall use reasonable efforts not to interfere with nor to interrupt the conduct and operation of Tenant's business in the Premises, but in no event shall Landlord be required to incur any additional expenses for work to be done during hours or days other than regular business hours and days. Nothing herein contained shall be deemed to impose any duty upon Landlord to do any work which Tenant shall be required to perform under any provision of this Lease, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. If Tenant or its employees shall not be personally present to permit an entry into the Premises when an emergency or casualty occurs, Landlord may enter the same by the use of force or otherwise without rendering Landlord liable therefor and without in any manner affecting Tenant's obligations under this Lease. During the period commencing one (1) month prior to the expiration of the term of this Lease, Landlord may place "For Lease", "For Rent" or other similar signs of reasonable size in the window or upon the exterior of the Premises, which signs shall not be removed, hidden or obliterated by Tenant.

(b) If Landlord shall make any payments on behalf of Tenant which are Tenant's obligation in order to fulfill Tenant's obligations hereunder, then any amounts so paid by Landlord are agreed and declared to be "additional rent", due and payable to Landlord from Tenant with the next installment of Fixed Rent due thereafter under this Lease. Any such amounts which shall be paid by Landlord on behalf of Tenant shall bear interest from the date so paid by Landlord at the rate of twelve percent (12%) per annum or at two percent (2%) over the prime rate of interest then being charged by National City Bank, Cleveland, Ohio, whichever is higher, provided that in no event shall such rate to be charged Tenant exceed the rate otherwise permitted by law.

SECTION 26
SUBORDINATION OF MORTGAGE

This Lease is hereby declared to be subordinate to each and every mortgage lien placed against the Shopping Center or any part thereof by Landlord. Landlord further reserves the right to demand from Tenant and Tenant agrees to execute and deliver to Landlord a written waiver of priority and subordination of Tenant's lien arising by virtue of the within Leasehold Estate, thereby subordinating Tenant's lien in favor of a mortgage loan, mortgage lien, or any refinancing or replacing of a mortgage loan that may become necessary or desirable to the Landlord from time to time. Upon demand by the Landlord for same, Tenant shall execute at any and all times such instruments as may be required by any such lending institution or prospective mortgagee in order to effectuate such waiver of priority and subordination of Tenant's lien. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust, Tenant shall attorn to the purchaser in any such foreclosure or sale and recognize such purchaser as landlord under this Lease.

SECTION 27
NO WAIVER

No waiver of any of the terms, covenants, provisions, conditions, rules and regulations imposed or required by this Lease, and no waiver of any legal or equitable relief or remedy shall be implied by the failure of Landlord or Tenant to assert any rights, declare any forfeiture, or for any other reason. No waiver of any of said terms, provisions, covenants, conditions, rules and regulations shall be valid unless it shall be in writing signed by Landlord or the appropriate party. No waiver by Landlord or forgiveness of performance by Landlord in respect to one or more tenants of the Shopping Center shall constitute a waiver or forgiveness of performance in favor of Tenant herein, or any other tenant. No waiver of any pledge of this Lease or the forgiveness of performance of any one or more of the terms, provisions, covenants, conditions, rules, and regulations of this Lease shall be claimed or pleaded by either party to excuse a subsequent pledge or failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.

SECTION 28
VACATION OF PREMISES

Tenant shall deliver up and surrender to Landlord possession of the Premises (including all of Tenant's permanent work upon and to the Premises, all replacements thereof, and all fixtures permanently attached to the Premises during the term hereof) upon the expiration of this Lease or its termination in any way in as good condition and repair as the same shall be on the Date of Delivery of Possession (loss by fire or other casualty which is covered by a standard fire and extended coverage insurance policy and ordinary wear and tear only excepted) and deliver the keys at the office of Landlord or Landlord's agent.

SECTION 29
MEMORANDUM OR NOTICE OF LEASE

This Lease shall not be recorded, but either party may record a Memorandum or Notice of Lease in the statutory form. The party requesting that the Memorandum or Notice of Lease be recorded shall prepare and pay all costs thereof, and the other party agrees to execute the same at any and all times.

SECTION 30
NO WAIVER

After the service of any notice or commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall neither operate as a waiver nor affect such notice, suit or judgment.

SECTION 31
NOTICES

Any notices, requests, or consents required to be given by or on behalf of Landlord or Tenant shall be in writing and shall be given (i) personally, (ii) by mailing such notices, requests, or consents by registered or certified United States Mail, return receipt requested, postage prepaid, or (iii) by delivery by any nationally recognized receipted overnight courier, addressed to the respective parties as set forth in Section 1.1 hereof or at such other address as may be specified from time to time, in writing, delivered to the other party as herein provided, and the time of the rendition of such notice shall be when it is received or refused.

SECTION 32
APPLICABLE LAW AND CONSTRUCTION

The laws of the state in which the Shopping Center is located shall govern the validity, performance, interpretation and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and becomes effective only upon execution and delivery thereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between the parties are incorporated herein. This Lease may be modified or altered only by agreement in writing between the parties. Tenant shall have no right to quit the Premises or cancel or rescind this Lease except as expressly granted herein. This Lease has been negotiated by Landlord and Tenant and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Landlord or Tenant, but by both equally.

SECTION 33
FORCE MAJEURE

In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or any other reason of a like nature not the fault of the party delayed in performing such act, then performance of such act shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding anything contained herein to the contrary, Tenant shall not be excused from the payment of rent or other sums of money which may become due under the terms of this Lease.

SECTION 34
NO PARTNERSHIP

Landlord is not, in any way or for any purpose, a partner of, joint venturer with or member of a joint enterprise with Tenant in the conduct of Tenant's business or otherwise.

SECTION 35
ESTOPPEL LETTER

Tenant shall furnish Landlord, upon request and at any time and from time to time after execution of this Lease by Landlord and Tenant, a letter addressed to such person(s) as Landlord names in such request giving the following information or so much of the following information as is true on the date of such letter:

(a) that the Premises have been satisfactorily completed as of the date of such letter and that Tenant has accepted possession thereof subject to the terms of this Lease;

(b) the commencement date of this Lease and the expiration date of this Lease, including renewal periods, if any;

(c) the date when rent commenced or commences, and the monthly amount of Fixed Rent due hereunder;

(d) the date through which any advance rentals have been paid;

(e) that this Lease is in full force and effect and that no default in the terms and provisions hereof exists, if in fact no such default exists;

(f) that this Lease is unmodified, unamended, and unaltered except by amendments specifically recited in such letter; and

(g) that Tenant has opened for business within the Premises, if, in fact, Tenant has so opened.

SECTION 36
QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable and quiet enjoyment and possession of the Premises without any manner of let or hindrance from Landlord or any person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and the mortgages and other matters to which this Lease is subordinate.

SECTION 37
HOLDING OVER

If, at the expiration of the term of this Lease or any renewal thereof, Tenant continues to occupy the Premises, such holding over shall not constitute a renewal of this Lease, but Tenant shall be a tenant from month to month upon all of the terms, provisions, covenants and agreements hereof, except that fixed rent shall be One Hundred and Fifty Percent (150%) of the monthly fixed rent payable immediately prior to such holding over period.

SECTION 38
BROKER

Landlord and Tenant represent and warrant that they have not dealt with any real estate broker in connection with this Lease except as set forth in Section 1.1 hereof. Landlord and Tenant agree to indemnify and hold each other harmless from all liabilities arising from any claim resulting from their having dealt with any broker in connection with this Lease other than as set forth in Section 1.1 hereof.

SECTION 39
CAPTIONS

Any paragraph titles or captions contained in this Lease are for convenience only and shall not be deemed part of the context of this Lease.

SECTION 40
VARIATION IN PRONOUNS

All the terms and words used in this Lease, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any paragraph or clause herein may require, the same as if such terms and words had been fully and properly written in the appropriate number and gender.

SECTION 41
LANDLORD'S DEFAULT

Tenant agrees to deliver to any of Landlord's mortgagees and to the holder of any trust deed concerning the Shopping Center, a copy of any notice of default served upon Landlord, provided that prior thereto Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Anything contained herein to the contrary notwithstanding, Tenant agrees that if Landlord shall fail to cure the default recited in such Notice of Default within the time provided for herein, then such mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, provided, however, that if such default cannot be cured within said thirty (30) days, then such mortgagees and/or trust deed holders shall have such additional time as may be necessary to cure such default, if within said thirty (30) days, such mortgagee and/or trust deed holder have commenced and are diligently pursuing the cure of such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure). This Lease shall not be terminated by Tenant while such remedies and cures are being so pursued.

SECTION 42
LENDER'S APPROVAL

Notwithstanding anything contained herein to the contrary, the within Lease is conditioned upon approval by Landlord's construction lender and permanent lender. In the event Landlord is unable to obtain such approvals, Landlord shall notify Tenant of the basis therefor and Tenant shall have thirty (30) days in which to agree to any changes requested by such lender in order to make the within Lease acceptable to them. In the event Tenant fails to agree to any such changes within said thirty (30) day period, Landlord may terminate this Lease at any time after said thirty-day period. In such event, both parties shall be released of any further liability under this Lease.

SECTION 43
SPECIAL REMEDIES

Anything herein contained to the contrary notwithstanding, in addition to all other rights and remedies afforded Landlord pursuant to this Lease, at law or in equity, in the event that Tenant shall fail to deliver the instruments or papers required to be delivered by Tenant pursuant to Sections 26 and 35 of this Lease within fifteen (15) days after request therefor, Landlord shall have the following additional rights and remedies:

(a) Landlord may cancel this Lease upon five (5) days prior written notice to Tenant;

(b) Landlord may charge Tenant a late fee in the amount of Fifty Dollars (\$50.00) per day for each day beyond said fifteen (15) day period that Tenant fails to deliver such instrument or letter. In addition, if Tenant, within said fifteen (15) day period, fails to submit such instrument or letter, such instrument or letter as prepared by

Landlord and submitted to Tenant shall be deemed self-operative without the need for execution by Tenant; and

(c) Tenant shall be liable for any damage suffered by Landlord due to Tenant's failure to deliver such instruments or papers within said fifteen (15) day period.

SECTION 44 SECURITY DEPOSIT

[INTENTIONALLY DELETED]

SECTION 45 HAZARDOUS WASTES AND SUBSTANCES

(a) Unless Tenant shall have obtained the prior written consent of Landlord (which consent may be withheld by Landlord in its sole discretion), then, within the Premises, Tenant shall not use (nor permit the use of) hazardous substances as defined by the Comprehensive Environmental Response Compensation and Liability Act, and, within the Premises, Tenant shall not generate (nor permit the generation of) hazardous wastes as defined by the Resource Conservation and Recovery Act ("pre-existing hazardous wastes"). Tenant agrees to manage and dispose of all hazardous substances and hazardous wastes used and/or generated within the Premises in accordance with all federal, state and local laws, regulations and rules. If any pre-existing hazardous wastes are discovered in the Premises after the Rent Commencement Date, the Fixed Rent and all additional rent payable by Tenant shall abate during the period of time during the period of time Tenant is unable to operate its business in the Premises as a result of the removal, remediation or compliance with all legal requirements with respect to the presence of such pre-existing hazardous waste. If any pre-existing hazardous waste is discovered on the Premises prior to the Rent Commencement Date, the date for Tenant to complete its work shall be extended by one day for each day Tenant's work is delayed as a result of the removal, remediation or compliance with all legal requirements with respect to the presence of such pre-existing hazardous waste. Upon the expiration of the term of this Lease or the earlier termination hereof, Tenant shall remove all hazardous wastes and substances used and/or generated by Tenant and then remaining upon any portion of the Shopping Center. Landlord shall have the right to inspect the Premises with regard to the management and disposal of hazardous substances and wastes at all reasonable times during the term of this Lease.

(b) In the event of a proposed sublet, assignment or change in the permitted use of the Premises which would, in Landlord's sole judgment, result in any increased risk or liability to person or property, then notwithstanding anything contained in this Lease to the contrary, Landlord may withhold its consent to such proposed sublet, assignment or change of permitted use of the Premises.

(c) Notwithstanding anything herein contained to the contrary, Tenant shall indemnify and hold Landlord harmless from any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees) resulting from any hazardous or toxic substances or wastes generated, used, applied or placed on or about the Premises or the Shopping Center by Tenant, its agents, employees or contractors. The provisions of this Section 45 shall survive the termination of this Lease.

(d) Landlord represents to Tenant that, as the date of execution of this Lease, based on Landlord's actual knowledge, the Premises do not contain any hazardous wastes (as defined in Section 45(a) hereof) in quantities in violation of applicable laws. As of the Date of Delivery of Possession, the portions of the Premises modified by Landlord's work shall then comply with all applicable laws. To the extent that any hazardous wastes are present in, at, on or about the Premises and/or Shopping Center, and the same are not the obligation of Tenant under this Section 45, Landlord shall remove, remediate, and otherwise comply with all legal requirements with respect to the presence of such hazardous wastes, provided that (i) Landlord shall have the right to contest any required compliance with any legal requirements, and during the pendency of any such contest Landlord shall not be deemed in default hereunder, (ii) in no event shall any mortgagee of the Shopping Center have any obligation or liability to Tenant with respect to the performance of, or failure of performance of, Landlord's obligations hereunder, and (iii) if any such hazardous wastes shall not have been caused by Landlord, its agents, employees, or contractors, then all cost and expenses incurred by Landlord in removing, remediating, and/or otherwise complying with all legal requirements with respect to such hazardous wastes shall be included within Common Area Charge under Section 7 hereof. Landlord shall indemnify and save Tenant harmless from and against any and all clean-up costs, remedial or restoration work, claims, judgments, damages, penalties, fines, costs, liabilities or losses and attorneys, consultants and expert fees arising as a result of any hazardous wastes being generated, released, used or disposed of, or on the Shopping Center, or brought to the Shopping Center by Landlord, its agents, employees, or contractors in violation of legal requirements. The obligations of Landlord herein shall survive the termination or expiration of this Lease.

SECTION 46 **REMODELING**

In the event Landlord, at Landlord's expense, elects to remodel the Shopping Center, Tenant agrees to cooperate in all reasonable respects with such remodeling efforts. Tenant acknowledges and agrees that such remodeling may temporarily interfere with or obstruct visibility and/or access to and from the Premises and/or Shopping Center. Such interference or obstruction shall not entitle Tenant to discontinue business in the Premises, excuse Tenant from payment of any Fixed Rent, Additional Rent or other sums of money due hereunder, or excuse Tenant from performance of its obligations and agreements hereunder. In the event of any such remodeling, upon request of Landlord, Tenant agrees, the cost of removing or installing a new sign shall be borne equally by Landlord and Tenant. Landlord shall not require

Tenant to replace its sign during the initial term and not more than once every five (5) years during the Renewal Terms.

SECTION 47
NO OPTION - EFFECTIVE DATE

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon mutual execution of this Lease by Landlord and Tenant and delivery thereof to Tenant by Landlord. Upon mutual execution and delivery of this Lease, all of the terms, covenants and conditions of this Lease shall commence and take effect, except as otherwise provided.

SECTION 48
CORPORATE AUTHORITY - PARTNERSHIP AUTHORITY

If Tenant is a corporation, each person executing this Lease on behalf of Tenant hereby represents and warrants that he or she has full authority to do so and that this Lease, as executed, is binding upon the corporation. If Tenant is a partnership, each person executing this Lease on behalf of Tenant hereby represents and warrants that he or she has full authority to do so and that this Lease, as executed, is binding upon the partnership and all general partners of the partnership.

SECTION 49
LANDLORD'S RIGHT TO RELOCATE TENANT

Landlord hereby reserves the right, upon not less than sixty (60) days prior written notice to Tenant (the "Relocation Notice"), to relocate Tenant to another end-cap storeroom in the same building as the Premises (the "Relocation Premises"). Landlord shall pay the cost of building out the Relocation Premises to Tenant's standard store specifications and for the removal and re-installation of Tenant's existing storefront sign on the Relocation Premises. Tenant shall, at Landlord's sole expense, be responsible for moving Tenant's furniture, equipment and inventory from the Premises to the Relocation Premises within three (3) days after receipt of notice from Landlord that the Relocation Premises have been completed and are ready for Tenant's occupancy (the "Delivery Notice"). Tenant shall use reasonable efforts to be open for business in the Relocation Premises as soon as possible after receipt of the Delivery Notice. If the Relocation Premises is the same size or larger than the Premises, for the balance of the Lease term then remaining, Tenant shall continue to pay the Fixed Rent amount for the Premises, as set forth in the Lease. Tenant's proportionate share of Common Area Charges, Insurance and Real Estate Taxes, however, shall be adjusted based upon the square footage contained in the Relocation Premises. In the event the Relocation Premises is smaller than the Premises, a proportionate adjustment in the Fixed Rent and Tenant's proportionate share of Common Area Charges, Insurance and Real Estate Taxes shall be made from the date Tenant opens for business in the Relocation Premises.

Notwithstanding the foregoing, the event Tenant feels it cannot effectively conduct its business in the Relocation Premises, Tenant shall have the option to terminate this Lease by written notice to Landlord, which notice must be received by Landlord within twenty (20) days after the date on which Tenant receives Landlord's Relocation Notice. Landlord shall have the option, within twenty (20) days after receipt of such termination notice from Tenant, to withdraw the Relocation Notice by written notice to Tenant, in which case, Tenant shall not be relocated and the Lease shall continue in full force and effect. If Landlord does not exercise its right to withdraw the Relocation Notice and nullify Tenant's termination notice, this Lease shall terminate sixty (60) days after Landlord's receipt of Tenant's termination notice.

SECTION 50 PROMOTION FUND

[INTENTIONALLY OMITTED]

SECTION 51 PERFORMANCE OF LANDLORD'S OBLIGATIONS

Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges that, with respect to various obligations to be performed by Landlord under this Lease, such obligations may be the obligation of other tenants or occupants of the Shopping Center pursuant to Landlord's lease or other agreement with such tenants or occupants (e.g., maintaining insurance for [or self-insuring or assuming responsibility for an event of casualty to] other buildings within the Shopping Center, performing Common Area maintenance for portions of the Common Areas, razing or restoring any building in the event of casualty, payment of taxes for other portions of the Shopping Center, etc.), and therefore with respect to any obligation of Landlord to perform any and all such obligations which may be the obligation of another tenant or occupant of Shopping Center, Landlord shall not be obligated to perform such obligation, but shall use reasonable efforts to enforce Landlord's lease or other agreement with such tenant or occupant to cause such obligation to be performed to the extent required under the terms of this Lease.

SECTION 52 RESTRICTIVE COVENANT

(a) From and after the date of Landlord's execution of this Lease until the termination of this Lease, Landlord agrees that it shall not lease nor permit the lease of space in the Shopping Center to a tenant whose primary business is the sale, rental and or distribution of prerecorded audio and/or prerecorded video products, audio and video software or items which are a technological evolution of any of the foregoing items. The terms of this restrictive covenant shall not apply to (i) any tenant operating under a lease in the Shopping Center which is dated prior to the date of execution by Landlord of this Lease and which does not expressly prohibit such usage (a "Pre-Existing Lease"); (ii) any renewals or extensions of the term of any Pre-Existing Lease; (iii) any

successors, assignees or sublessees of any tenant under any Pre-Existing Lease; or (iv) any tenant occupying 20,000 square feet or more in the Shopping Center.

(b) If (i) the terms of subparagraph (a) above shall be violated by Landlord; (ii) the violation shall not cease within thirty (30) days after Landlord's receipt of written notice thereof (the "30-Day Notice Period"); (iii) Tenant shall then be open for business in the Premises as a tenant whose primary business is the sale, rental and or distribution of prerecorded audio and/or prerecorded video products, audio and video software or items which are a technological evolution of any of the foregoing items; and (iv) Tenant shall not then be in default (beyond any applicable cure period) of any provision of this Lease as determined by a court of competent jurisdiction, then and only then, Tenant shall have the right to either (i) terminate this Lease upon ninety (90) days prior written notice to Landlord, which notice must be received by Landlord within sixty (60) days after the date of the violation or such right to terminate shall be deemed waived; or (ii) from the date of the violation, as a Fixed Rent for the Premises, Tenant would pay, in lieu of Fixed Rent, the lesser of three percent (3%) of Tenant's monthly gross sales from the Premises or the Fixed Rent amount due under the Lease until the violation has ceased. During such reduced rent period, Tenant's rental payments shall be due and payable in arrears on the thirtieth (30th) day of the month and Tenant shall continue to pay its prorata share of Common Area Maintenance; real estate taxes and insurance. Notwithstanding the foregoing, in no event shall Tenant be entitled to remain on the reduced rent after the end of the Initial Term of the Lease. If Tenant elects to exercise a remaining option to renew the term of this Lease, if available, such exercise shall be with the understanding that from the commencement of the Renewal Term, Tenant would return to the payment of the full Fixed Rent amount set forth in Section 1.1 hereof for such Renewal Term. Tenant shall have no other additional rights or remedies for breach of this use restriction except as specifically set forth herein and those rights and/or remedies generally available to Tenant for the breach by Landlord of any other provision of this Lease.

(c) Notwithstanding the foregoing, the provisions of subparagraph (a) above shall automatically terminate and be of no further force and effect (i) if any action or proceeding is commenced against Landlord for an alleged anti-trust or other unfair trade violation arising as a result of the provisions of subparagraph (a) above; (ii) any court of law has entered into a preliminary or final injunction or order voiding or nullifying the provisions of subparagraph (a) above; (iii) upon Tenant's failure to cure any ~~default~~ ^{monetary} under this Lease within the applicable cure period; or (iv) if the Premises cease to be used by Tenant for the primary business of the sale, rental and or distribution of prerecorded audio and/or prerecorded video products, audio and video software or items which are a technological evolution of any of the foregoing items (other than a temporary cessation of business as a result of casualty to the Premises).

(d) Anything herein to the contrary notwithstanding, Tenant shall have no remedy for a violation of subparagraph (a) if (i) another tenant or occupant in the Shopping Center violates a provision of its lease or license agreement regarding its premises, which either does not permit or specifically prohibits a use ("Prohibited Use") that violates subparagraph (a); (ii) Landlord provides notice of the lease or license

agreement violation to such other tenant or occupant; and (iii) Landlord commences an action (or arbitration, if required by such lease or license agreement) against such other tenant or occupant, and thereafter uses good faith efforts to enforce its rights under such lease or license agreement and to obtain Judicial Relief. For purposes hereof, "Judicial Relief" shall mean a temporary restraining order, preliminary injunction, order of eviction, other court order, or order resulting from an arbitration proceeding enjoining the Prohibited Use; provided, however, Landlord shall not be required to appeal any adverse decision denying Judicial Relief.

SECTION 53 TENANT AUDIT RIGHT

Within one (1) year after the end of each calendar year (but not more than once for any one (1) calendar Year), Tenant or its authorized agent shall have the right, upon not less than fifteen (15) days prior written notice to Landlord, to inspect Landlord's books and records regarding any expenses paid by Tenant to Landlord during the term hereunder. Landlord agrees to maintain said books and records at Landlord's offices for a minimum of one (1) year following the expiration of each accounting year to which said books and records pertain. With respect to any inspection of Landlord's books and records as permitted herein, (i) such inspection shall be conducted at Landlord's offices no later than sixty (60) days after receipt by Landlord of Tenant's written notice of such intended inspection, (ii) all information obtained by Tenant with respect to such inspection shall be maintained on a confidential basis, (iii) all objections, if any, shall be delivered to Landlord in writing and in reasonably sufficient detail, and must be received by Landlord within 30 days after the date on which Tenant is first permitted to conduct such inspection, and any such objections not received by Landlord within such thirty (30) day period are hereby waived by Tenant, and (iv) in no event shall such inspection be permitted to be performed by any auditing services or any other party whose payment is calculated on a contingency fee basis. If Tenant's audit discloses that Landlord has overstated Tenant's annual expenses by five percent (5%) or more during any one accounting year, then Landlord shall pay for the reasonable cost of said audit (not to exceed One Thousand Dollars (\$1,000.00)). In any event, any refund due Tenant shall be payable to Tenant within twenty (20) days after Tenant's request therefor.

SECTION 54 TENANT IMPROVEMENT ALLOWANCE

As Landlord's contribution to Tenant's work in the Premises, Landlord shall pay to Tenant the sum of Thirty Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) (the "Tenant Improvement Allowance"). Provided Tenant is open and operating its business in the Premises, the Tenant Improvement Allowance shall be due and payable as follows:

- (i) The sum of Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$18,750.00) shall be paid by Landlord to Tenant within fifteen (15) days after Landlord's receipt of an application for payment, showing in

reasonable detail the work completed and paid for, together with mechanics lien waivers for the work performed, if applicable.

(ii) The remaining sum of Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$18,750.00) shall be paid to Tenant in the form of a credit against the first payments of Fixed Rent becoming due under the Lease. In no event shall Tenant be entitled to withhold any additional rent toward the payment of the Tenant Improvement Allowance.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of February, 2002, as to ~~Landlord~~ Tenant, and this 4th day of March, 2002, as to ~~Tenant~~ Landlord

Signed in the presence of:

Stuart F. Kline

Nira M. Humes

CLEARFIELD DEVELOPMENT CO.
an Ohio general partnership

By: Stuart F. Kline
Stuart F. Kline, General Partner

SUPER VIDEO, INC.,
a(n) Virginia corporation

By: Salah Mohamed
Title: President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CLEARFIELD DEVELOPMENT CO.**, an Ohio general partnership, by Stuart F. Kline, General Partner, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said partnership and his free act and deed, personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 4th day of March, 2002.



NOTARY PUBLIC

LINDA K. HUBBELL
NOTARY PUBLIC • STATE OF OHIO
Commission Expiration Date: My Commission Expires Feb. 6, 2003

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF Fairfax)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **SUPER VIDEO, INC.**, a(n) Virginia corporation by Saleh M. Mohmmadi, its President, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation and his/her free act and deed, personally and as such offices.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fairfax, Virginia this 20 day of Feb, 2002.


NOTARY PUBLIC

Commission Expiration Date: 8/31/2002

EXHIBIT A

LEGAL DESCRIPTION

All that certain piece, parcel or tract of land situate in the Township of Lawrence, County of Clearfield and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

Beginning at the northwest corner of another lot of Emerson K. Jury, and being also the corner of land of Leonard J. Stephens; thence by the said Leonard J. Stephens the following courses and distances: N. 35 degrees 10' W. for a distance of 210.65'; N. 7 degrees 30' E. for a distance of 760.23'; and S. 82 degrees 30' E. for a distance of 447.27' to a corner of land now to be designated as Parcel "A" and being the parcel described above; thence by said Parcel "A" the following courses and distances: S. 1 degree 30' E. for a distance of 381.71'; thence S. 88 degrees 30' W. for a distance of 136.00' and S. 1 degree 30' E. for a distance of 390.24' to a corner on the line of lot of Carl E. Graham; thence by the said Graham land the following courses and distances: S. 72 degrees 50' W. for a distance of 60.13' and S. 6 degrees 30' W. for a distance of 203.38' to a corner; thence N. 71 degrees 12' E. for a distance of 2.59' to a corner on the R/W of Pa. State Highway Route 17052; thence by the R/W of said highway S. 18 degrees 48' E. for a distance of 13.5' to a corner; thence still by the R/W of said highway S. 71 degrees 12' W. for a distance of 59.62' to a corner; thence leaving the said highway and along the line of lot of Emerson K. Jury N. 6 degrees 30' E. passing through an old iron pin at 10.18' and continuing on for a total distance of 219.88' to an iron pin corner; thence still by the said Jury lot S. 73 degrees 23' W. for a distance of 209.11' to an iron pin and the place of beginning.

Containing in all, 8.762 acres.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

Starting at a point being the Point of Beginning of Parcel B as shown on a Plan titled "Plat Plan", dated 11 March, 1981, Drawing No. P-1, prepared by Langan Engineering Associates, Inc., 299 Market Street, Saddle Brook, NJ 07662; thence,

(A) On a Bearing of N 35 degrees 10' 00" W. a distance of 210.65 feet along the Property Line of said Parcel; thence,

B) On a Bearing of N 7 degrees 30' 00" E. a distance of 295.03 feet along the Property line of said Parcel; thence,

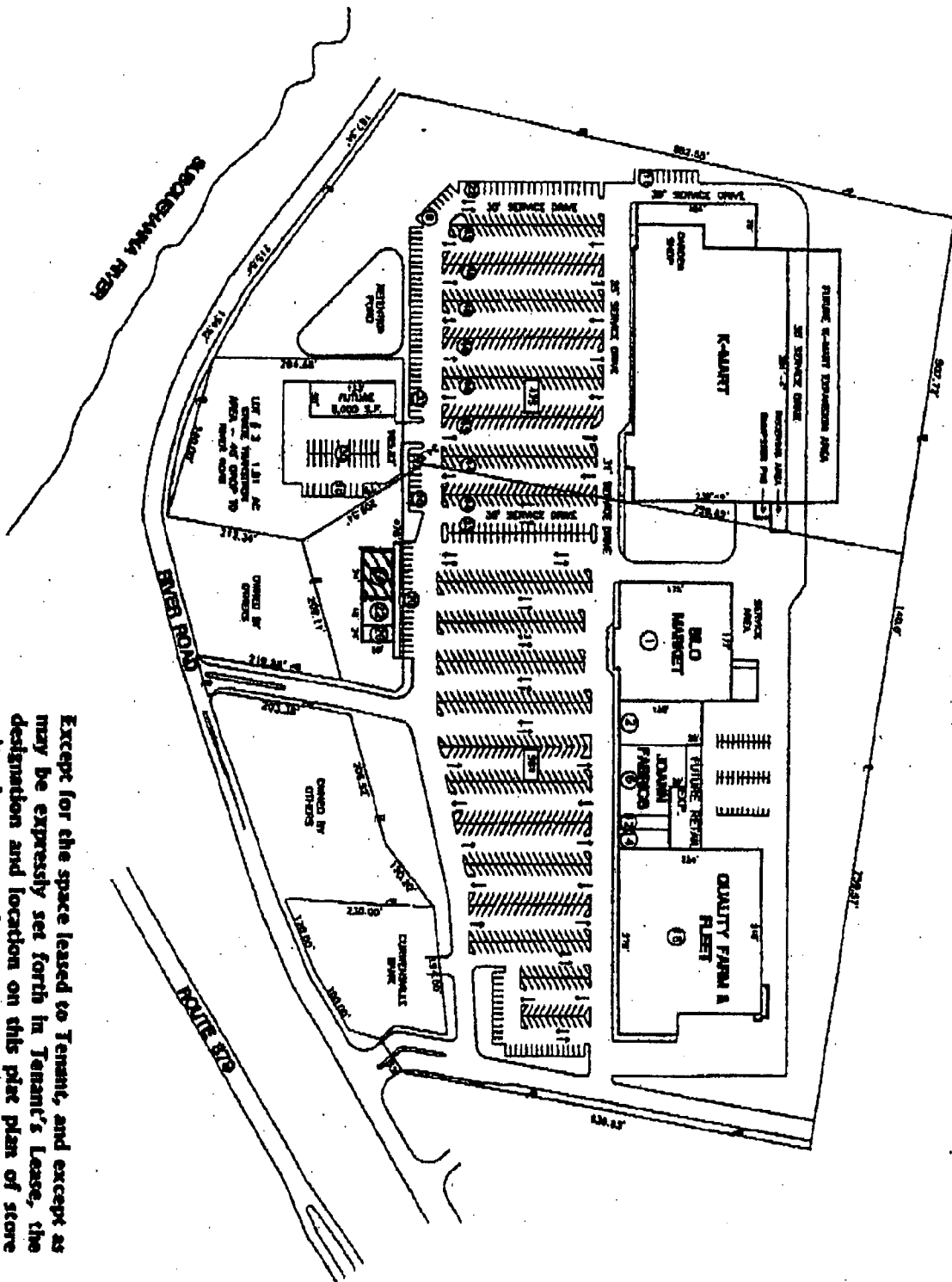
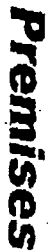
C) On a Bearing of N 88 degrees 30' 00" E. a distance of 62.30 feet to the Point of Beginning; thence the following courses,

1) On a Bearing of N 1 degree 30' 00" W. a distance of 188.00 feet; thence,

2) On a Bearing of N 88 degrees 30' 00" E. a distance of 193.00 feet; thence,

- 3) On a Bearing of N 1 degree 30' 00" W. a distance of 36.00 feet; thence,
- 4) On a Bearing of N 88 degrees 30' 00" E. a distance of 43.00 feet; thence,
- 5) On a Bearing of S 1 degree 30' 00" E. a distance of 224.00 feet; thence,

On a Bearing of S 88 degrees 30' 00" W. a distance of 236.00 feet to the Point of Beginning, containing 1.054 acres (45,916 square feet).



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plot plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Area, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.

DATE	12-1-1
TIME	12:00
LOCATION	12:00
NAME	12:00
ADDRESS	12:00
CITY	12:00
STATE	12:00
ZIP	12:00
PHONE	12:00
FAX	12:00
E-MAIL	12:00
WEBSITE	12:00
OTHER	12:00

CHASE PROPERTIES
2822 SCIENCE PARK DRIVE
SUITE 301
BEACHWOOD, OHIO 44122
(216-464-6626)



EXHIBIT B



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.

[illegible]

PREMISES

OWNED BY OTHERS

EXHIBIT B-1

**CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA**

CHASE PROPERTIES
25825 SCIENCE PARK DRIVE, SUITE 355
BEACHWOOD, OHIO 44122

1-1-49
1-8-49
1-15-49
1-22-49
1-29-49
2-5-49
2-12-49
2-19-49
2-26-49
3-5-49
3-12-49
3-19-49
3-26-49
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EXHIBIT C

OUTLINE SPECIFICATIONS FOR STRIP CENTER RETAIL STORES

TENANT: Super Video, Inc. (d/b/a Video Warehouse)
UNIT: Unit 24
LOCATION: Clearfield Plaza
Clearfield, Pennsylvania

These outline specifications set forth the division of responsibility for work and materials as between Landlord and Tenant. In every instance where responsibility is not specifically vested in Landlord with respect to supplying and paying for the labor or materials or any other item involved, it is to be assumed that the entire responsibility therefor is Tenant's.

The entire installation, including items furnished and/or installed by Tenant, shall be made in full accordance with the building codes, rules and regulations in effect in the project territory, and also in accordance with rules and ordinances of the State and City Departments which apply.

1. Where "Landlord" is mentioned, reference is to: Clearfield Development Co., c/o Chase Properties Ltd., 25825 Science Park Drive, Suite 355, Beachwood, Ohio 44122 Telephone: 216/464-6626.
2. Where "Tenant" is mentioned, it shall refer to the Tenant listed above and any party leasing the Premises under the Lease to which this Exhibit C is attached.

I. Work by Landlord

Tenant accepts the Premises in its as-is physical condition, provided, however, that Landlord shall provide the following improvements:

1. All demising walls spackled, taped and ready for paint.
2. 2' x 4', commercial grade, acoustical lay-in ceiling at 10' 6" height, as existing construction permits, using usual and customary construction methods.
3. 400 amp electrical service.
4. 2' x 4' four-bulb fluorescent drop-in lighting, one (1) every one hundred (100) square feet.
5. One (1) sign outlet.
6. Duplex electrical receptacles for approximately every 20 linear feet of side demising walls.
7. New heating and cooling system based upon one (1) ton for each four hundred (400) square feet of store area.
8. One (1) Restroom per code for standard retail use (two [2] restrooms, if required by code).
9. Storefront with double entrance door approximately centered along storefront.
10. Floor to be smooth, level and ready for Tenant's finish.

11. Fire sprinkler system, if required by code.
12. Gas service, if available.
13. Water service supplied by local water authority or submetered through Landlord if direct utility metering is unavailable.
14. Emergency exit(s) per national and local zoning codes as of the Date of Delivery of Possession.

II. Work by Tenant

A. General Requirements

1. Tenant shall submit to Landlord and obtain full approval of all work including all roof openings, signs, etc. Any damage done by Tenant, or its agents, employees and contractors, shall be paid for by Tenant. All of Tenant's contractors and subcontractors installing any materials, equipment, and/or fixtures which become a permanent part of the structure are subject to Landlord's approval before Tenant's work begins. All items installed by Tenant in the Premises shall be new or like new.

The design of all work and installation undertaken by Tenant shall be subject to Landlord's prior approval. All work undertaken shall be at Tenant's expense and shall not damage or weaken the structural strength of the building or any part thereof, and shall be done in a first-class, workmanlike manner and in compliance with all applicable laws and ordinances.

Tenant shall deliver its plans and specifications for work within the Premises to Landlord within twenty (20) days after the execution of this Lease.

All work installed by Tenant shall be coordinated with and completed so as not to interfere with Landlord's construction schedule nor any other tenants' activities. Tenant shall secure and pay for any necessary building permits and fees.

2. All contractors employed by either Landlord or Tenant shall allow other contractors, even of the same trade, to work on the Premises without interference.
3. Tenant shall provide reasonable and customary insurance which may be required by Landlord during any construction by Tenant.
4. Tenant shall be responsible for the cost of delivery and arranging for the receipt and unloading of all materials and equipment pertaining to its work.
5. Tenant shall, at all times, keep the Premises free from accumulations of waste materials and/or rubbish caused by its employees or workers.

B. General Work

Tenant will furnish and install the following general work items if not part of Landlord's Work, if desired by Tenant or if required by code after the Date of Delivery of Possession:

1. Interior partitions within the Premises.
2. Except for Landlord's standard grid and acoustical tile suspended ceiling, nothing (including, but not limited to the ceiling) shall be suspended from the structure of the

Premises without the prior approval of Landlord, and Tenant shall, prior to any such installation, supply Landlord and Landlord's architect with total ceiling load and distribution calculations to be reviewed by Landlord and its architect at Tenant's expense.

3. Floor coverings and interior finishing of wall surfaces, including priming, painting and wall coverings.
4. Display window backs, display window floors, display window ceilings, and display window lighting fixtures, and power for same.

C. Plumbing Work

Landlord will set meters at Landlord's sole cost and expense. Tenant shall apply for water service and pay expenses associated with meter charges by the water company.

All plumbing work required by Tenant design which exceeds Landlord supplied toilet room(s) or if required by code subsequent to the Date of Delivery of Possession. If gas is available, Tenant shall apply for gas service and pay expenses associated with the meter charges by the local utility company.

D. Heating, Ventilating and Air Conditioning

Added capacities to roof top units over and above the capacity provided by Landlord on the Date of Delivery of Possession, if desired by Tenant, shall be furnished and installed by Tenant.

E. Sprinkler Work

Tenant shall pay for any requirements above standard sprinkler system (if any) furnished due to Tenant's use of the Premises. The location and number of sprinkler heads will be based upon Tenant's layout. Tenant shall contract with Landlord's sprinkler contractor to make any changes in said sprinkler system. Tenant shall notify the Shopping Center's alarm company prior to commencement of any work on the sprinkler system.

F. Electrical Work

1. Tenant shall furnish and install electrical work other than items furnished by Landlord.
2. Tenant will furnish and install (if required by Tenant or if required by local code subsequent to the Date of Delivery of Possession):
 - a. electric meter, or pay any expenses associated with installation of a meter by the local utility company;
 - b. telephone and communication systems, as required;
 - c. burglar alarms and/or warning systems, if required;
 - d. emergency generator, if required by Tenant;
 - e. Tenant's store signs and controlling time clocks;
 - f. vent fans, if required due to Tenant's use;
 - g. additional store lighting, if required;
 - h. additional exit lighting, if required;
 - i. telephone systems, including any additional conduit and cable, from the point of demarcation of service by the local telephone company.

G. Miscellaneous Work

1. All trade fixtures, appliances, furniture, furnishings, shelving, etc., signs (interior and exterior), and other personal property shall be furnished and installed by Tenant.

2. All outside signs, including design and locations of such signs, are subject to Landlord's prior approval before installation.
3. Tenant will be required, upon entering the Premises for fixturing and/or stocking, to post a sign in its window or storefront in the approximate dimensions of two feet (2') in height by three feet (3') in width, advising the public of its pending opening for business. Said sign shall be of professional quality. Upon the opening of the Premises for business, the aforesaid sign shall be removed.
4. All compactors or incinerators shall be subject to Landlord's approval before installation.
5. Toilet paper holders, soap dispensers, mirrors, shelves, towel dispensers, etc., shall be provided by Tenant.
6. All curbs, lintels, flashings, counterflashings, pipes, ducts, vent caps, air inlets, exhaust hoods, louvers, etc., shall be provided at Tenant's expense, as necessary for Tenant's equipment requiring openings through roof and/or exterior walls. Any cutting, patching or flashing of the roof for Tenant's equipment must be performed by the roofing contractor responsible for the roof guarantee, at Tenant's expense.
7. Tenant, at its expense, shall sound insulate, to the extent required by the nature of its business, the demising walls so as not to permit sound to emanate outside the Premises.
8. Tenant, at its expense, shall provide a ventilation system, to the extent required by the nature of its business, so as to prevent odors emanating from the Premises from disturbing any tenants, occupants or invitees in the Shopping Center.

10/17/01
Rev. 11/5/01

EXHIBIT E
RULES AND REGULATIONS

Clearfield, Pennsylvania

These rules and regulations are appended to and constitute an integral part of the Lease.

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, or of the building of which the Premises is a part, or inside the Premises if visible from the outside, nor shall any awning, antenna or other projecting thing be attached to the roof or outside walls of the Premises or the building of which the Premises are a part, without first obtaining Landlord's written approval. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to display in its windows, professionally made temporary signage, posters, promotional items such as "standees," lighted and other frame boxes, including chase lights, and marquee-type frames, but not more than one-half (1/2) of the glass area shall be covered.
2. No articles deemed extra hazardous on account of fire and no explosives shall be brought into the Premises. All requirements of public authority applicable to the conduct of Tenant's business or use of the Premises shall be complied with, and Tenant shall save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to so comply.
3. As promptly as shall be possible under the circumstances then existing, written notice of any accident, fire, casualty or damage occurring on or about the Premises shall be given by Tenant to Landlord.
4. All loading and unloading of merchandise shall be done only at such times in such areas and through such entrances as shall be reasonably designated in writing by Landlord for such purposes.
5. All garbage, rubbish and refuse shall be kept in proper containers. Tenant, at Tenant's expense, shall dispose of all garbage, rubbish and refuse quickly and expeditiously, not placing or allowing any rubbish to be placed outside of the Premises at any time, except for anticipated pickup within a short time after said placement. Tenant agrees to comply with all orders, rules and regulations of public authorities and Landlord relating to the disposal of rubbish.
6. The Premises shall at all times be sufficiently heated to prevent freezing of water in pipes and fixtures, and shall be kept in a clean, orderly and sanitary condition, free from objectionable odors and from insects, vermin and other pests. Tenant shall keep all sidewalks and outside areas immediately adjacent to the Premises clear of debris and free from ice and snow, and no rubbish, obstructions, merchandise or other items shall be placed in such areas.
7. Nothing shall be done within the Premises which will injure the reputation of the

Shopping Center, unreasonably annoy any of the other tenants of the Shopping Center or constitute a nuisance, including, without limiting the generality of the foregoing, the playing of music or making of noise at a volume level which shall, in the reasonable judgment of Landlord and/or other Shopping Center tenants, be objectionable.

8. Tenant's employees shall park their automobiles only in the portions of the parking area designated for that purpose by Landlord.
9. Display windows, including window or shadow boxes, shall be kept in a dressed and illuminated condition and the signs and external lights shall be kept well lighted every day from dusk to midnight, excluding Sundays and holidays.
10. Business shall be conducted in a dignified manner and in accordance with high standards of retail merchandising or service operations. No auction, distress, fire, bankruptcy or going out of business sale shall be conducted.
11. Passageways, if any, used in common with other tenants shall be kept clear and unobstructed at all times.
12. No machinery shall be installed, used or operated if, in Landlord's opinion, such machinery would be harmful to the Premises or to the building of which the Premises are a part or would constitute a disturbance to other tenants in the Shopping Center.
13. Tenant shall provide for the prompt return to the Premises of any shopping carts removed from the Premises and Tenant shall not permit its shopping carts to remain in the Common Areas.

EXHIBIT D

SIGN CRITERIA

*Clearfield Plaza
Clearfield, Pennsylvania*

A. General

1. It is intended that the signing of the stores shall be developed in an imaginative and varied manner to achieve a variety of stimulating, illuminated storefront signs and graphics, thereby giving emphasis to Tenant and its merchandise as well as complementing the character of the Shopping Center.

Tenant will provide at its sole cost and expense a sign proposal and sign drawing which must receive the written approval of Landlord to conform to the criteria herein. Upon receipt of written approval from Landlord, Tenant must apply and have approved all necessary permits required by the governing authorities prior to installation.

2. Tenant is required to furnish and install an approved identification sign upon the canopy fascia facing the parking areas, in the area designated by Landlord, prior to Tenant's opening for business with the public.
3. Tenant, at its sole cost and expense, shall furnish, install, maintain and repair its sign.
4. Sign design, size, location and construction shall be completed in compliance with the instructions, limitations and criteria contained herein.
5. Tenant shall not post any permanent signs other than its canopy sign.

B. Sign Criteria

1. Individual self-illuminated letters mounted on an extruded metal raceway shall be used on Tenant's sign. The majority of the copy of Tenant's sign shall be limited to the store name. Copy for such items as are sold therein may be permitted, but only as minor portions of the copy, provided that such minor portions of the sign copy are physically integrated with the store name. Maximum raceway size shall not exceed seven inches (7") by seven inches (7").
2. The use of corporate shields, crests, logos, or insignia shall be permitted (subject to Landlord's approval) provided such corporate shields, crests, logs or insignia shall not exceed the average height for sign letters.
3. All signs and identifying marks shall be within the limitations of the sign fascia panel as set forth hereinafter.
4. The maximum height of sign letters or components on stores shall not exceed thirty inches (30").

5. The extreme outer limits of sign letters, components or insignia shall fall within a rectangle, which rectangle shall be centered above on the canopy in accordance with the frontage of the Premises. The maximum height of the rectangle shall not exceed thirty inches (30"). The maximum width of the rectangle shall not exceed seventy-five percent (75%) of the frontage of the Premises or twenty-four feet (24'), whichever is the lesser. The two (2) long sides of the rectangle shall not fall closer than six inches (6") to the top and bottom of the canopy fascia panel.
6. Individual sign letter returns shall project between two inches (2") and six inches (6") and must be flush mounted against the canopy.
7. Raceways and returns on letters or components must be painted to match fascia color.
8. The following design standards will be adhered to:
 - a. Sign letters shall have anodized metal sides, plastic or acrylic faces, trim caps and mount directly on the canopy.
 - b. No illuminated box signs will be permitted.
 - c. All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps shall be permitted.
 - d. Sign letters shall be between three inches (3") and nine inches (9") stroke and contain rows of 15 mm neon tubing equal to one row per three inch (3") stroke.
 - e. The color rendition of neon tubing shall be coordinated with the color of the translucent plastic face of the sign letter.
 - f. All 15 mm neon tubing shall be controlled by a self-contained, 60 M.A., H.P.E., 120 or 277 volt transformer as may be required or placed behind the canopy.
 - g. It is recommended and preferred that sans serif style letters be used, and ornate or decorative styles shall be avoided. Italicized letters are prohibited.

C. Prohibited Types of Signs or Sign Components

1. Moving or rotating signs;
2. back-illuminated signs;
3. signs employing moving or flashing lights;
4. signs employing exposed ballast boxes or transformers;

5. signs exhibiting the names, stamps or decals of the sign manufacturer or installer;
6. signs employing painted and/or non-illuminated letters;
7. signs of box or cabinet type employing transparent, translucent or luminous plastic background panels;
8. signs employing luminous vacuum-formed plastic letters;
9. cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including interior and exterior surfaces of all doors and/or windows) of the Premises;
10. signs employing noise making devices and components;
11. signs, letters, symbols or identification of any nature painted directly on the exterior surface of the Premises;
12. free-standing signs;
13. signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings; and
14. rooftop or exterior wall signs.

D. Procedure for Sign Drawings

1. Approval of store design drawings or working drawings and specifications for the Premises does not constitute approval of any sign work. Tenant shall submit to Landlord three (3) sets of blue-line prints of its proposed sign drawings and specifications (including samples of materials and colors) within thirty (30) days from the latter of the following dates:

- a. receipt of space layout drawings from Landlord; or
- b. execution of the Lease.

All drawings shall clearly show location of signs, graphics, color, construction and attachment details. Complete information regarding electrical load requirements and brightness in foot lamberts shall also be included.

2. As soon as possible after receipt of the sign drawings, Landlord shall return to Tenant one (1) set of such sign drawings with its suggested modification(s) and/or approval. If,

upon receipt of approved sign drawings bearing Landlord's comments, Tenant wishes to take exception thereto, Tenant may do so in writing, by certified or registered mail, addressed to Landlord within ten (10) days from the date of receipt of such sign drawings. Unless such action is taken, it will be deemed that all comments made by Landlord on the sign drawings are acceptable to and approved by Tenant.

SCOTCH LITE LETTERS (DARK RED)
APPLIED TO FACE (MAX. HT. 8")

FASTENING TAB (3)

.090 ALUM
PAINT TO MATCH
UNDER CANOPY

1" RADIUS

4'-0"

4'-0"

1"

1" BORDER

PAINT TO
MATCH
UNDER CANOPY

SCREW TAB
TO CEILING

LETTERS NOTH
SIDES.
HELVETICA STY
UPPER AND
LOWER CASE

ELEVATION

NON-ILLUMINATED

UNDER CANOPY TENANT SIGNS

Scale: 1" = 1'-0"

SECTION A

CLEARFIELD

EXHIBIT E
RULES AND REGULATIONS
Clearfield, Pennsylvania

These rules and regulations are appended to and constitute an integral part of the Lease.

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on any part of the outside of the Premises, or of the building of which the Premises is a part, or inside the Premises if visible from the outside, nor shall any awning, antenna or other projecting thing be attached to the roof or outside walls of the Premises or the building of which the Premises are a part, without first obtaining Landlord's written approval. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to display in its windows, professionally made temporary signage, posters, promotional items such as "standees," lighted and other frame boxes, including chase lights, and marquee-type frames, but not more than one-half (1/2) of the glass area shall be covered.
2. No articles deemed extra hazardous on account of fire and no explosives shall be brought into the Premises. All requirements of public authority applicable to the conduct of Tenant's business or use of the Premises shall be complied with, and Tenant shall save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to so comply.
3. As promptly as shall be possible under the circumstances then existing, written notice of any accident, fire, casualty or damage occurring on or about the Premises shall be given by Tenant to Landlord.
4. All loading and unloading of merchandise shall be done only at such times in such areas and through such entrances as shall be reasonably designated in writing by Landlord for such purposes.
5. All garbage, rubbish and refuse shall be kept in proper containers. Tenant, at Tenant's expense, shall dispose of all garbage, rubbish and refuse quickly and expeditiously, not placing or allowing any rubbish to be placed outside of the Premises at any time, except for anticipated pickup within a short time after said placement. Tenant agrees to comply with all orders, rules and regulations of public authorities and Landlord relating to the disposal of rubbish.
6. The Premises shall at all times be sufficiently heated to prevent freezing of water in pipes and fixtures, and shall be kept in a clean, orderly and sanitary condition, free from objectionable odors and from insects, vermin and other pests. Tenant shall keep all sidewalks and outside areas immediately adjacent to the Premises clear of debris and free from ice and snow, and no rubbish, obstructions, merchandise or other items shall be placed in such areas.
7. Nothing shall be done within the Premises which will injure the reputation of the

Shopping Center, unreasonably annoy any of the other tenants of the Shopping Center or constitute a nuisance, including, without limiting the generality of the foregoing, the playing of music or making of noise at a volume level which shall, in the reasonable judgment of Landlord and/or other Shopping Center tenants, be objectionable.

8. Tenant's employees shall park their automobiles only in the portions of the parking area designated for that purpose by Landlord.
9. Display windows, including window or shadow boxes, shall be kept in a dressed and illuminated condition and the signs and external lights shall be kept well lighted every day from dusk to midnight, excluding Sundays and holidays.
10. Business shall be conducted in a dignified manner and in accordance with high standards of retail merchandising or service operations. No auction, distress, fire, bankruptcy or going out of business sale shall be conducted.
11. Passageways, if any, used in common with other tenants shall be kept clear and unobstructed at all times.
12. No machinery shall be installed, used or operated if, in Landlord's opinion, such machinery would be harmful to the Premises or to the building of which the Premises are a part or would constitute a disturbance to other tenants in the Shopping Center.
13. Tenant shall provide for the prompt return to the Premises of any shopping carts removed from the Premises and Tenant shall not permit its shopping carts to remain in the Common Areas.

6/6/00

EXHIBIT F
USE RESTRICTIONS

Clearfield Plaza - Clearfield, Pennsylvania

Notwithstanding anything in this Lease to the contrary, and in further limitation of Tenant's permitted use of the Premises as set forth in Section 1.1 of the Lease, Tenant hereby covenants, warrants and represents to Landlord that it shall not use or permit the Premises to be used in any manner which may violate any of the exclusive rights or restrictions (collectively, "Restrictions") which are set forth below. In the event that Tenant shall violate or permit the violation of any of the Restrictions, Tenant shall indemnify and hold Landlord harmless from and against all loss, cost, damage, liability and expense (including reasonable attorney's fees) resulting directly or indirectly therefrom. In addition, such violation shall constitute a default under this Lease and Landlord shall have the right, in its sole discretion, if such default is not cured within thirty (30) days after Tenant's receipt of written notice of such default, to terminate this Lease upon five (5) days written notice to Tenant, and/or Landlord may exercise any and all of its other rights and remedies under the Lease, in addition to any other rights and remedies available to Landlord at law or in equity, including the right to obtain a temporary restraining order and/or an injunction.

In no event shall the Premises or any portion thereof be used for any of the following purposes:

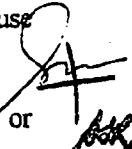

1. a food store or food department or for the sale (for off-premises consumption) of groceries, meats, produce, dairy products or bakery products, or any of them, provided, however, that nothing contained herein shall prevent any tenant in the Shopping Center from selling such products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant to the display for sale of such products does not exceed ten percent (10%) of the total number of square feet of building area leased by such tenant in the Shopping Center or 500 square feet, including in either such case, one-half (1/2) of the aisle space adjacent to such display area.
2. a store whose primary business is that of a store selling fabrics or whose space has more than forty percent (40%) of the sales area designated for the sale of fabrics.
3. a massage parlor, funeral parlor, automobile showroom, off-track betting parlor, car wash, for principal use for industrial or warehouse purposes, or for exhibiting displaying or selling ~~pornographic materials~~ of "X-rated" (or its equivalent) adult oriented movies or materials. 
4. a store selling large or plus-size women's clothing and/or apparel, or a store selling junior, missy or women's clothing and/or apparel. 
5. a business or professional office or any non-retail business.
6. an entertainment or recreational facility, including, but not limited to, a theater, health spa, bowling alley, skating rink, billiard room, bar, nightclub or other place of public amusement.
7. a training or educational facility, including but not limited to, a beauty school, barber college or any other operation catering primarily to students or trainees rather than to customers.
8. a store whose primary purpose is the sale of wireless telecommunications telephones.
9. a Chinese restaurant.

EXHIBIT G

CLEARFIELD PLAZA - Clearfield, Pennsylvania

Breakdown of CAM, TAXES & INSURANCE

		VideoWarehouse PRS	
<u>Real Estate Taxes:</u>			
Land Tax:	Tenant pays prorata share based on 59,820 SF (Includes supermarket pad- not separately assessed).	.062	(6.2%)
Bldg. Tax:	Tenant pays prorata share based on 28,650 SF (supermarket owns pad/bldg. and is separately billed).	.129	(12.9%)
 <u>Common Area Maintenance:</u>			
Tenant pays prorata share of CAM (excluding CAM electricity) based on 59,820 SF (includes supermarket as they use the Common Area)		.062	(6.2%)
Tenant pays prorata share of CAM Electricity based on 28,650 SF (excludes supermarket - separately lit and metered)		.129	(12.9%)
 <u>Common Area Insurance:</u>			
Tenant pays prorata share of liability & environmental insurance based on 59,820 SF (includes supermarket pad).		.062	(6.2%)
Tenant pays prorata share of fire insurance based on 28,650 SF (supermarket carries their own fire insurance).		.129	(12.9%)

VIDEO WAREHOUSE - CLEARFIELD PLAZA - CLEARFIELD, PA

Interest rate: 12.00%
 Late Charge: Greater of \$.02 1/2/dollar overdue or \$25.00

		Charges		Opening Balance	Amount Owed	Amount Paid	Interest (Opening Bal plus current month)	Late Charge	Ending Balance	Number of days
Date Due	Accrued Prior To									
6 1 2005	7 1 2005			(377.43)	3,761.36	-	34.30	94.03	3,512.26	30
7 1 2005	8 1 2005			3,512.26	3,761.36	-	75.09	94.03	7,442.74	31
8 1 2005	9 1 2005			7,442.74	3,761.36	-	115.15	94.03	11,413.28	31
					11,284.08	0.00	224.54	282.09		

Delinquent Balance 11,413.28
 Year-end rec billed 8/4/05 447.05
TOTAL BALANCE DUE \$ 11,860.33

ATTORNEY FEES/COURT COSTS

adjusted total

Lease expires 03/31/07
 TT currently has NO security deposit on the books

FILE COPY

CHASE
PROPERTIES Ltd.

July 13, 2005

SENT VIA CERTIFIED MAIL
#7003 0500 0002 7439 6558

Super Video, Inc.
Saleh Mohamadi
4313 Walney Road, Suite 102
Chantilly, VA 20151

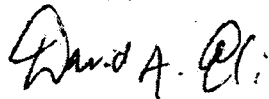
RE: Lease dated as of March 4, 2002 ("Lease") by and between Clearfield Development Company ("Landlord") and Super Video, Inc. ("Tenant") pertaining to space occupied by Video Warehouse in Clearfield Plaza, Clearfield, Pennsylvania.

Dear Tenant:

You are delinquent in the payment of rent and other charges under the referenced Lease in the sum of Seven Thousand Four Hundred Twenty-eight and 21/100 Dollars (\$7,428.21) inclusive of interest and late fees through July 25, 2005. Enclosed is an accounting statement itemizing the various charges.

These delinquencies are defaults by Tenant under the terms and conditions of the Lease. If these defaults are not fully cured on or before July 26, 2005, then Landlord shall proceed to exercise those remedies available to Landlord at law, in equity and/or pursuant to the terms of the Lease. Payment in the form of certified funds must be made payable to Clearfield Development Company and be mailed to c/o Chase Properties Ltd., 25825 Science Park Drive, Suite 355, Beachwood, Ohio 44122, attention Stacey Romano and be received no later than July 26, 2005.

Very truly yours,



David A. Eli
General Counsel

DAE/slr

Enclosure

cc: Stacey Romano

cc via email: Debi Becksted, David Chmura, Jeanine Solomon, Debi Whoolery, Matthew Wilson, Linda Young

One Corporate Exchange
25825 Science Park Drive
Suite 355
Beachwood, Ohio 44122
216/464-6626
Fax: 216/464-6346
Legal Fax: 216/595-2472

EXHIBIT "C" (3 pages)

VIDEO WAREHOUSE - CLEARFIELD PLAZA - CLEARFIELD, PA

Interest rate:

12.00%

Late Charge:

Greater of \$.02 1/2 / dollar overdue or \$25.00

Date Due	Charges		Opening Balance	Amount Owed	Amount Paid	Interest (Opening Bal plus current month)	Late Charge	Ending Balance	Number of days
	Accrued	Prior To							
6 1 2005	7 1 2005		(377.43)	3,761.36	-	34.30	94.03	3,512.26	30
7 1 2005	7 26 2005		3,512.26	3,761.36	-	60.56	94.03	7,428.21	25
				7,522.72	0.00	94.86	188.06		

TOTAL DELINQUENT BALANCE

\$ 7,428.21

Lease expires 03/31/07

TT currently has NO security deposit on the books

7003 0500 0002 7439 6558

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

7-13-05

Postmark
Here
Clearfield
Video
Warehouse

Sent To: Super Video, Inc./Saleh Mohamadi
 Street, Apt. No., or PO Box No.: 4313 Walney Road, Ste. 102
 City, State, ZIP+4: Chantilly, VA 20151

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p><i>[Signature]</i></p>	
<p>1. Article Addressed to:</p> <p>Super Video, Inc. Saleh Mohamadi 4313 Walney Road, Ste. 102 Chantilly, VA 20151</p>		<p>B. Received by (Printed Name) <i>COB</i> C. Date of Delivery <i>7/13/05</i></p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number</p> <p>(Transfer from service is <i>7003 0500 0002 7439 6558</i>)</p>			

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-14-1540

STATE OF OHIO:

COUNTY OF CUYAHOGA

SS:

The undersigned deposes and states that he, STUART F. KLINE, is the General Partner of Clearfield Development Co., an Ohio partnership and the Plaintiff herein, and as such he is authorized to verify the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

CLEARFIELD DEVELOPMENT CO.

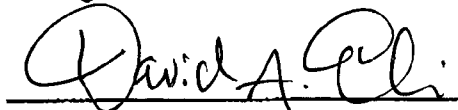
By:


Stuart F. Kline

Sworn to and subscribed

before me this 25th day

of August, 2005.



DAVID A. ELI, Attorney at Law
Notary Public for State of Ohio
My commission has no expiration date.
Sec. 147.03 R.C.

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

No. 05 - -CD

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

vs.

SUPER VIDEO, INC. d/b/a
VIDEO WAREHOUSE,
Defendant

COMPLAINT IN EJECTION

FILED

AUG 29 2005

Prothonotary Office of Courts

LAW OFFICES
GATES & SEAMAN
2 NORTH FRONT STREET
P.O. BOX 846
CLEARFIELD, PA. 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100769
NO: 05-1317-CD
SERVICE # 1 OF 1
COMPLAINT IN EJECTMENT

PLAINTIFF: CLEARFIELD DEVELOPMENT CO.
vs.
DEFENDANT: SUPER VIDEO INC. d/b/a VIDEO WAREHOUSE

SHERIFF RETURN

NOW, September 16, 2005 AT 11:52 AM SERVED THE WITHIN COMPLAINT IN EJECTMENT ON SUPER VIDEO INC. d/b/a VIDEO WAREHOUSE DEFENDANT AT K-MART PLAZA, RT. 879 & RIVER RD., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARB LANSBERRY, MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN EJECTMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED

OCT 21 2005

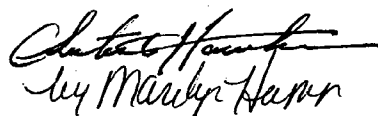
William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	34954	10.00
SHERIFF HAWKINS	GATES	34954	20.37

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,


Chester A. Hawkins
Sheriff

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

-VS-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE,
Defendant

No. 05 - 1317-CD

Type of Case: Civil Action

Type of Pleading: Praecipe
For Default Judgment

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED Any pd.
d/3:30/2000
OCT 26 2005 Notice to Defs

William A. Shaw
Prothonotary/Clerk of Courts

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-VS-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

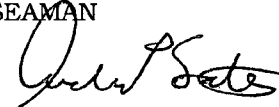
Kindly enter Judgment in favor of Clearfield Development Co., Plaintiff herein, and against the Defendant herein, Super Video, Inc., d/b/a Video Warehouse, for its failure to file a timely Answer to the Complaint which was served upon Video Warehouse on September 16, 2005 as indicated in the Sheriff's Affidavit of Service filed of record, as follows:

- (a) for possession of the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"

Furthermore, the undersigned attorney certifies that said Defendant was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on October 7, 2005. A copy of the Notice mailed to the Defendant and U. S. Postal Service Form 3817 for said mailing is attached hereto and made a part hereof, collectively, as Exhibit "B".

GATES & SEAMAN

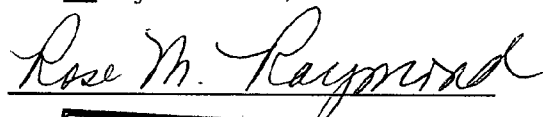
By:

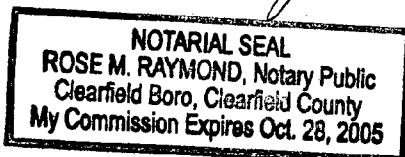

Andrew P. Gates, Esquire
Attorney for Plaintiff, CSB Bank

Date: October 18, 2005

Sworn to and subscribed before me

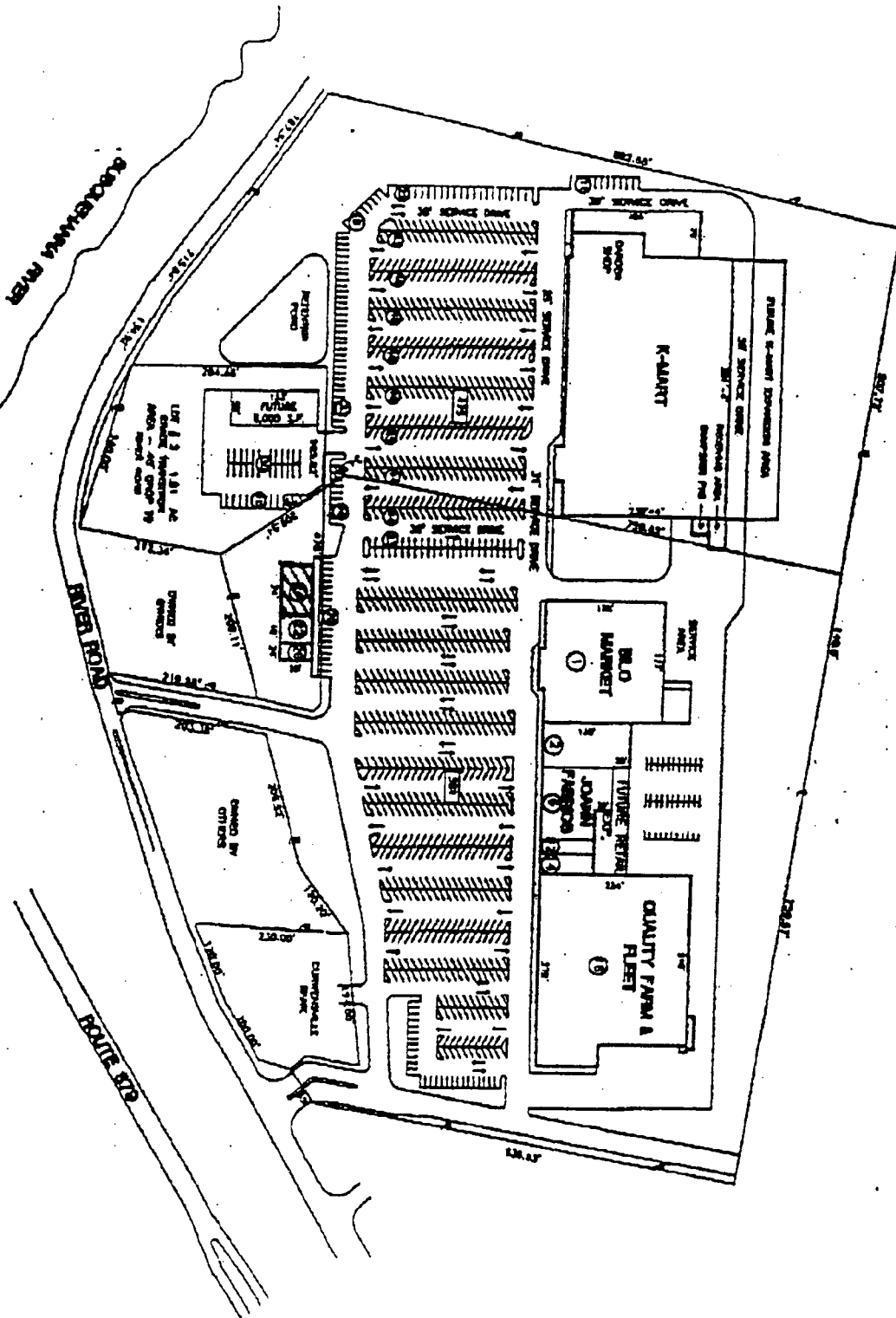
this 18th day of October, 2005







Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
1825 SCIENCE PARK DRIVE
SUITE 301
BEACHWOOD, OHIO 44122
(216-464-6626)



EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05- 1317 -CD

vs.

IN EJECTMENT

SUPER VIDEO, Inc. d/b/a
VIDEO WAREHOUSE,
Defendant

TO: Video Warehouse
Clearfield Plaza
Wolf Run Road
Clearfield, PA 16830

Super Video, Inc.,
d/b/a Video Warehouse
4313 Walney Road, Suite 102
Chantilly, VA 20151

DATE OF NOTICE: October 7, 2005

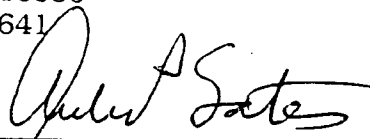
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

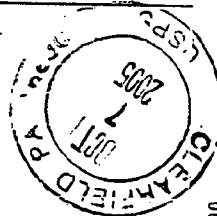
David S. Meholick, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641



Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GATES & SEAMAN _____ 2 North Front Street _____ P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Video Warehouse _____ Clearfield Plaza _____ Wolf Run Road Clearfield, PA 16830			



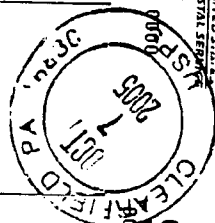
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U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 OCT 07, 05
 \$0.90
 00085835-04
 INCHUNIT

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GATES & SEAMAN _____ 2 North Front Street _____ P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Super Video, Inc. _____ d/b/a Video Warehouse 4313 Walney Road, Suite 102 Chantilly, VA 20151			




0000



U.S. POSTAGE
 PAID
 CLEARFIELD, PA
 16830
 OCT 07, 05
 \$0.90
 00085835-04
 INCHUNIT

PS Form 3817, January 2001

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD DEVELOPMENT CO., Plaintiff

No. 05-1317-CD

vs.

SUPER VIDEO, INC., d/b/a/
VIDEO WAREHOUSE, Defendant

TO: ✓ Super Video, Inc.
d/b/a Video Warehouse
4313 Walney Road, Suite 102
Chantilly, VA 20151

Video Warehouse
Clearfield Plaza
Wolf Run Road
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you:

(a) for possession of the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"

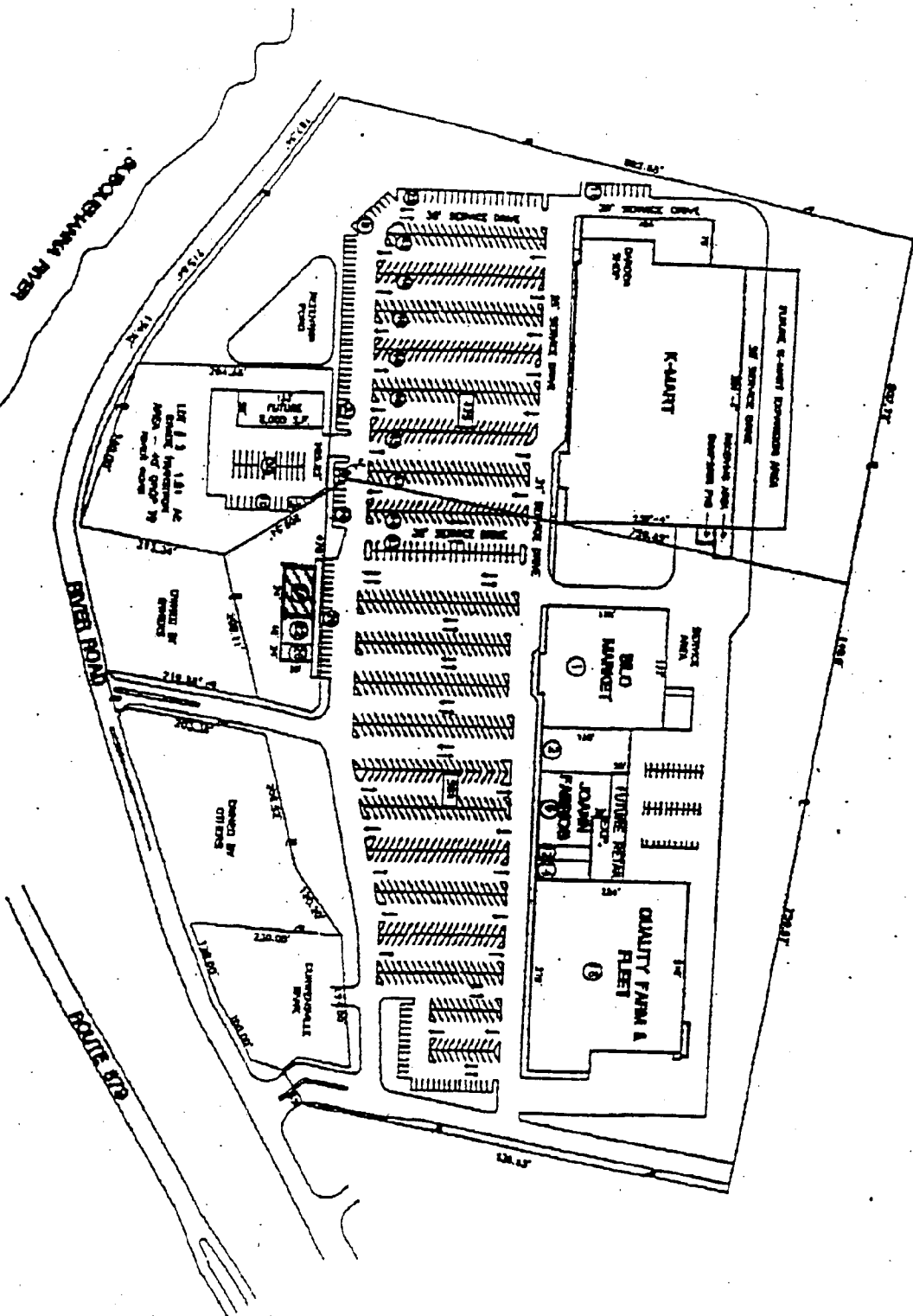
on October 26, 2005.

William A. Shaw, Prothonotary

By _____ Deputy



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plot plan of store units, signs, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.


DATE _____
BY _____
PAGE _____

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
18225 SCIENCE PARK DRIVE
SUITE 303
BEACHWOOD, OHIO 44122
(216-464-6626)

[illegible]

EXHIBIT A

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD DEVELOPMENT CO., Plaintiff

No. 05-1317-CD

vs.

SUPER VIDEO, INC., d/b/a/
VIDEO WAREHOUSE, Defendant

TO: Super Video, Inc.
d/b/a Video Warehouse
4313 Walney Road, Suite 102
Chantilly, VA 20151

✓ Video Warehouse
Clearfield Plaza
Wolf Run Road
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been entered against you:

(a) for possession of the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"

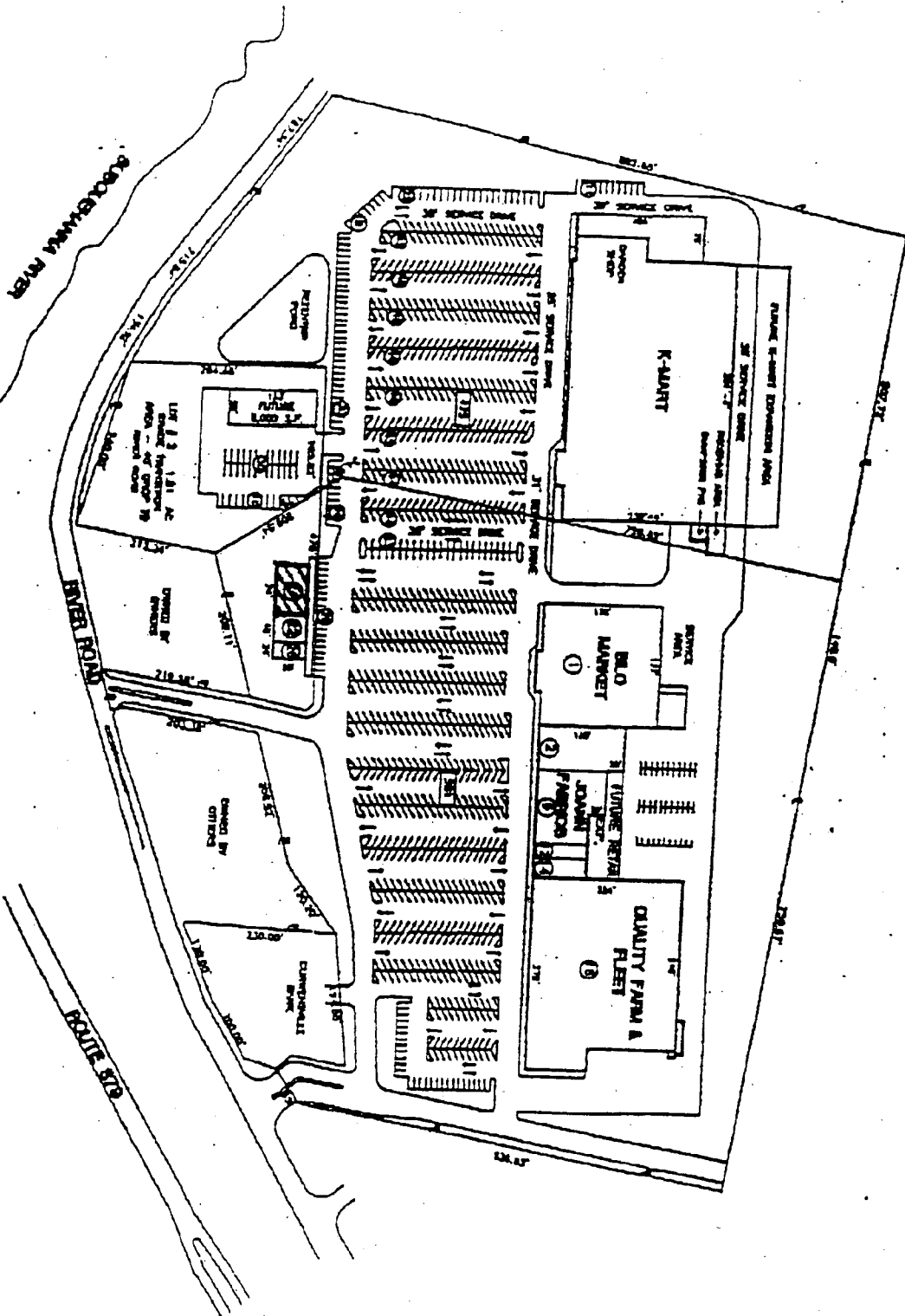
on October 26, 2005.

William A. Shaw, Prothonotary

By _____ Deputy



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.

DATE	10/09/01
BY	CHP
FOR	CHP
FILED	CHP

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
1824 SCIENCE PARK DRIVE
ROUTE 285
BRACHWOOD, OHIO 46122
(716-464-6626)

CHASE
PROPERTIES

EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE,
Defendant

No. 05 - 1317-CD

Type of Case: Civil Action

Type of Pleading: Praecipe
For Writ of Possession

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

0/11:30am

NOV 17 2005

0/11:40am

William A. Shaw
Prothonotary

1 CELL + 6 UNITS TO
ARC

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

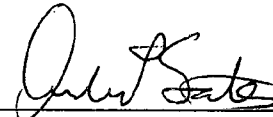
PRAECIPE FOR WRIT OF POSSESSION

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a Writ of Possession in the above matter.

GATES & SEAMAN

By:



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Chase Properties

Date: November 17, 2005.

FILED

NOV 17 2005

William A. Shaw
Prothonotary

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF POSSESSION

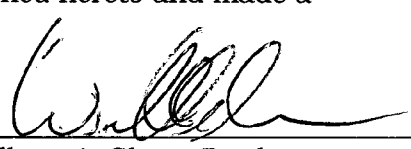
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield Development Co.:

- (a) the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"


William A. Shaw, Prothonotary

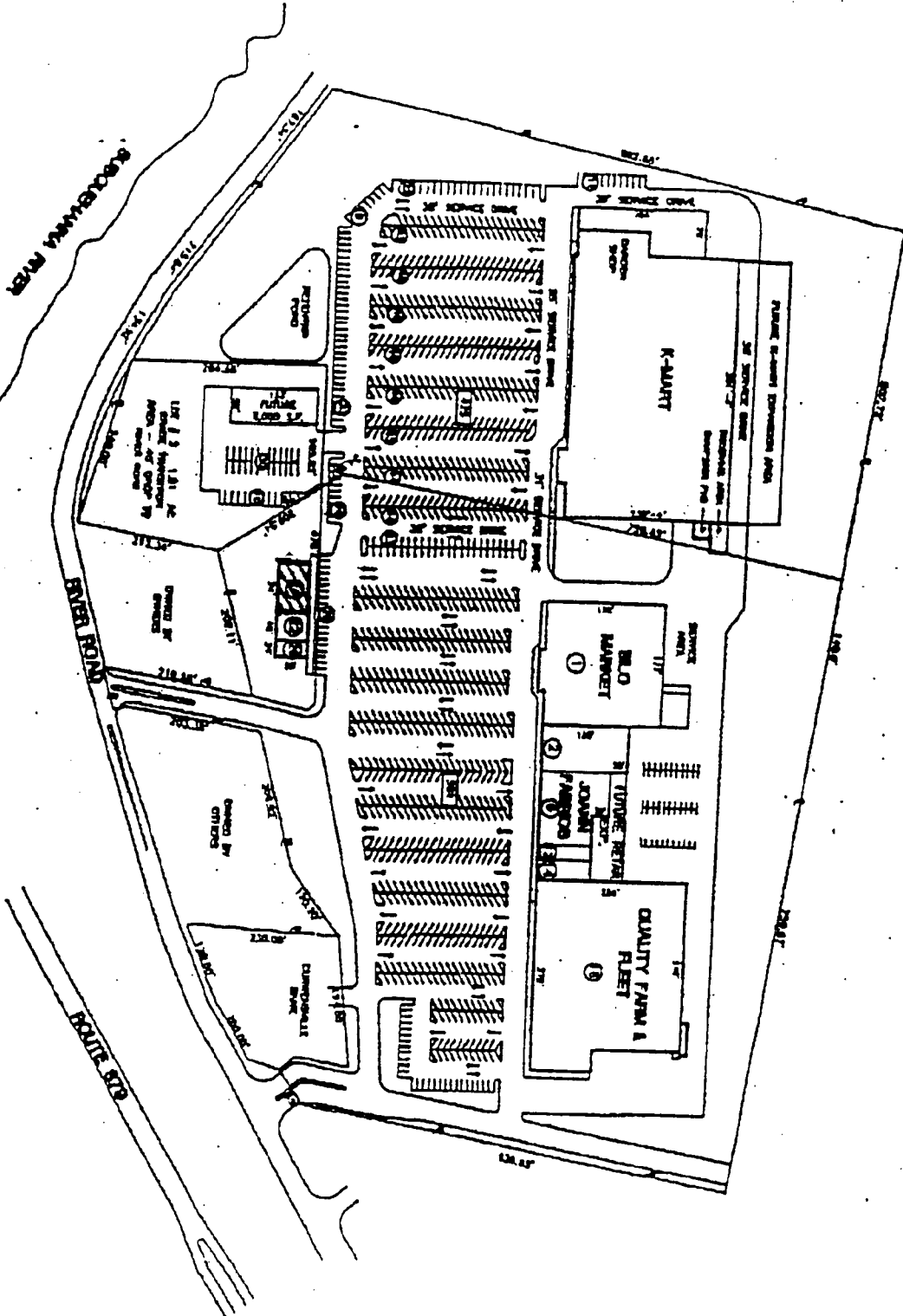
SEAL OF THE COURT:

Date: November 17, 2005

Deputy



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sites, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of Tenant's Lease.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 872
CLEARFIELD, PA.

CHASE PROPERTIES
12005 SCIENCE PARK DRIVE
SUITE 200
BRACHWOOD, OHIO 44122
(216-464-6626)



EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

-VS-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE,
Defendant

No. 05 - 1317-CD

Type of Case: Civil Action

Type of Pleading: Praecipe
For Default Judgment

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

DEC 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd. 2000
No CC
Notice to Defs.
Statement to
Atty
610

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly enter Judgment in favor of Clearfield Development Co., Plaintiff herein, and against the Defendant herein, Super Video, Inc., d/b/a Video Warehouse, under Count Two of the Complaint, for its failure to file a timely Answer to the Complaint which was served upon it as indicated in the Sheriff's Affidavit of Service filed of record, in the following amounts:

(a)	three months unpaid fixed rental, additional rental, common area maintenance and insurance charges and taxes	\$11,284.08
(b)	interest on unpaid fixed rental, etc. and late charges	\$ 1,148.87
(c)	Annual REC Charge	\$ 447.05
(d)	Reasonable attorney fees, authorized by Section 21(c) of The Lease and actually incurred by Plaintiff	\$ <u>2,067.91</u>
	Total	\$14,947.91

Furthermore, the undersigned attorney certifies that said Defendant was also served with the Notice specified in Pa. R.C.P. §237.1 by regular first class mail, postage prepaid, on October 7, 2005. A copy of the Notice mailed to the Defendant and U. S. Postal Service Form 3817 for said mailing is attached hereto and made a part hereof, collectively, as Exhibit "A".

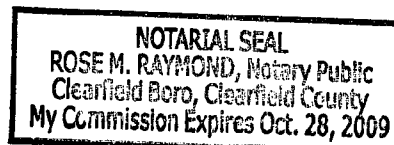
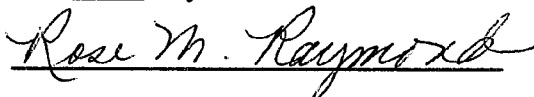
GATES & SEAMAN

By:



Andrew P. Gates, Esquire
Attorney for Plaintiff,

Date: December 1, 2005
Sworn to and subscribed before me
this 1st day of December, 2005



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

CLEARFIELD DEVELOPMENT CO., : No. 05- 1317 -CD
Plaintiff :
vs. : IN EJECTMENT
SUPER VIDEO, Inc. d/b/a :
VIDEO WAREHOUSE, :
Defendant :

TO: Video Warehouse
Clearfield Plaza
Wolf Run Road
Clearfield, PA 16830

Super Video, Inc.,
d/b/a Video Warehouse
4313 Walney Road, Suite 102
Chantilly, VA 20151

DATE OF NOTICE: October 7, 2005

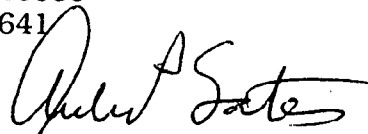
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.


David S. Meholick, Court Administrator
CLEARFIELD COUNTY COURTHOUSE
Clearfield, PA 16830
(814) 765-2641



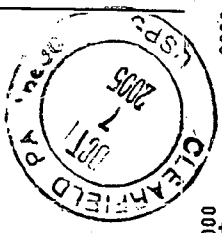
Andrew P. Gates, Esquire,
Attorney for Plaintiff

P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GATES & SEAMAN _____ 2 North Front Street _____ P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Video Warehouse Clearfield Plaza Wolf Run Road Clearfield, PA 16830			




U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 07, 05
AMOUNT
\$0.90
00085835-04

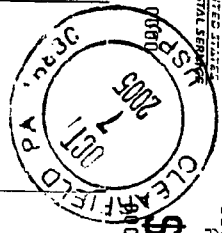


PS Form **3817**, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:	GATES & SEAMAN _____ 2 North Front Street _____ P. O. Box 846 Clearfield, PA 16830		
One piece of ordinary mail addressed to:			
Super Video, Inc. d/b/a Video Warehouse 4313 Walney Road, Suite 102 Chantilly, VA 20151			



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
OCT 07, 05
AMOUNT
\$0.90
00085835-04



PS Form **3817**, January 2001

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-


SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

TO: Video Warehouse
Clearfield Plaza
Wolf Run Road
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$14,947.91 on December 1, 2005.

William A. Shaw, Prothonotary

By _____
Deputy

 COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE


TO: Super Video, Inc.,
d/b/a Video Warehouse
4313 Walney Road, Suite 102
Chantilly, VA 20151

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$14,947.91 on December 1, 2005.

William A. Shaw, Prothonotary

By _____
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

 COPY

Clearfield Development Co.
Plaintiff(s)

No.: 2005-01317-CD

Real Debt: \$14,947.91

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Super Video, Inc. d/b/a
Video Warehouse
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 1, 2005

Expires: December 1, 2010

Certified from the record this 1st day of December, 2005

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE,
Defendant

FILED 444y pd.
20.00
01/11/15
DEC 01 2005
1cc to Shff
William A. Shaw
Notary Public/Clerk of Courts
(6R)

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY:

Issue Writ of Execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against Super Video, Inc., d/b/a Video Warehouse,
Defendant; and

(3) Amount due \$ 14,947.91

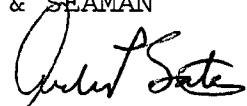
Interest from: _____ 2005 \$ _____

Costs to be added \$ _____

Prothonotary costs 165.00

GATES & SEAMAN

By:



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Clearfield Development Co.

Date: December 1, 2005



COPY

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF EXECUTION

Commonwealth of Pennsylvania
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Super Video,
Inc., d/b/a Video Warehouse, Defendant,

(1) you are directed to levy upon the property of the
Defendant identified on a list attached hereto as Exhibit "A"
situate at Video Warehouse Store situate in the Clearfield Plaza
(Lawrence Township, Clearfield County, PA), Wolf Run Road,
Clearfield, PA 16830, and to sell its interest therein;

Amount due \$ 14,947.91

Interest from: _____, 2005 \$ _____

[Costs to be added] \$ _____

Prothonotary costs

William L. [Signature]
1105.00
BA

Prothonotary

12/1/05

Seal of the Court

By: _____
(Deputy)

PERSONAL PROPERTY OF DEFENDANT, SUPER VIDEO, INC., d/b/a VIDEO
WAREHOUSE, SITUATE AT Video Warehouse Store, situate in the
Clearfield Plaza (Lawrence Township, Clearfield County, PA) Wolf
Run Road, Clearfield, PA 16830 TO BE LEVIED UPON BY THE
CLEARFIELD COUNTY SHERIFF

1. Cash Registers
2. Cash and Coinage in Cash Registers or otherwise on premises
3. All VHS and DVD Movies
4. All Video Games
5. All Video Cassette Recorders, Televisions, DVD Players and Viewers
6. All shelving and fixtures
7. Any other appliances, office equipment and/or furnishings believed to have a value in excess of \$50.00

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101006
NO: 05-1317-CD
SERVICE # 1 OF 1
WRIT OF POSSESSION

PLAINTIFF: CLEARFIELD DEVELOPMENT CO.
vs.
DEFENDANT: SUPER VIDEO INC. d/b/a VIDEO WAREHOUSE

SHERIFF RETURN

NOW, November 29, 2005 AT 1:02 PM SERVED THE WITHIN WRIT OF POSSESSION ON SUPER VIDEO INC. d/b/a VIDEO WAREHOUSE DEFENDANT AT CLEARFIELD PLAZA, RT. 879 & RIVER RD., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BARBARA LANSBERRY, MANAGER A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF POSSESSION AND MADE KNOWN THE CONTENTS THEREOF.
LOCKOUT DONE THIS DATE ALSO.
SERVED BY: NEVLING / HUNTER

FILED

0/9:05 LM
DEC 16 2005
(LM)

William A. Shaw
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	35134	10.00
SHERIFF HAWKINS	GATES	35134	50.37

Sworn to Before Me This

_____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilee Harris
Chester A. Hawkins
Sheriff



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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE,
Defendant

No. 05 - 1317-CD

Type of Case: Civil Action

Type of Pleading: Praecipe
For Writ of Possession

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
Andrew P. Gates

Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
2 North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED

0/11:30am
NOV 17 2005

William A. Shaw
Prothonotary

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 17 2005

Attest.

William A. Shaw
Prothonotary/
Clerk of Courts

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

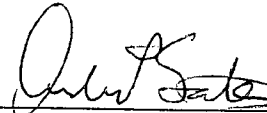
PRAECIPE FOR WRIT OF POSSESSION

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a Writ of Possession in the above matter.

GATES & SEAMAN

By:



Andrew P. Gates, Esquire
Attorney for Plaintiff,
Chase Properties

Date: November 17, 2005.

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF POSSESSION


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield Development Co.:

- (a) the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"


William A. Shaw, Prothonotary

SEAL OF THE COURT:

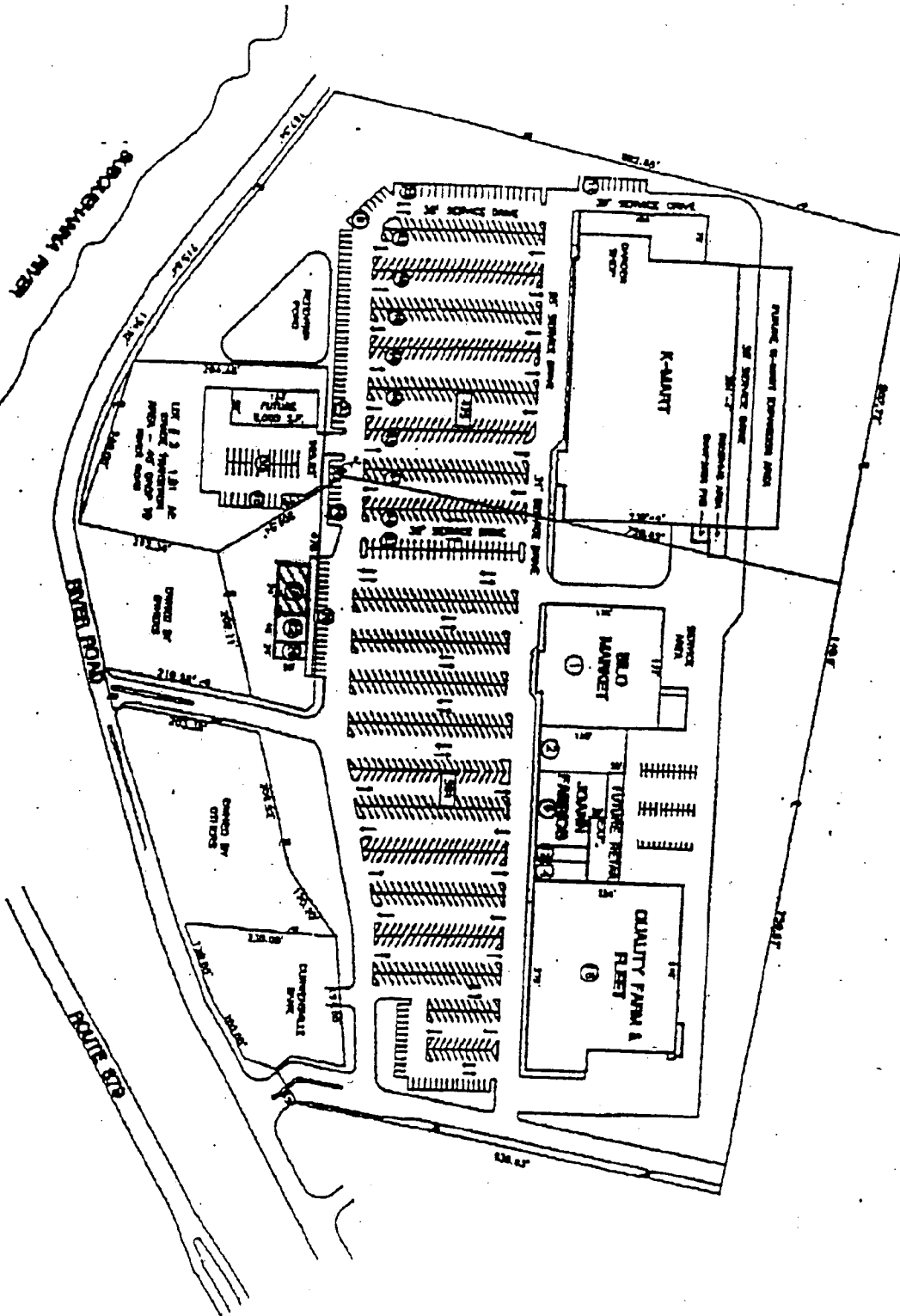
Date: November 17, 2005

Deputy

Rec'd 11-17-05 @ 3:30pm
Christa A. Hawks Sheriff
by Marilyn Hamer



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of the Lease.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
1825 SCIENCE PARK DRIVE
SUITE 200
BEACHWOOD, OHIO 44122
(216) 464-6626



EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF POSSESSION


COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield Development Co.:

- (a) the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"


William A. Shaw, Prothonotary

SEAL OF THE COURT:

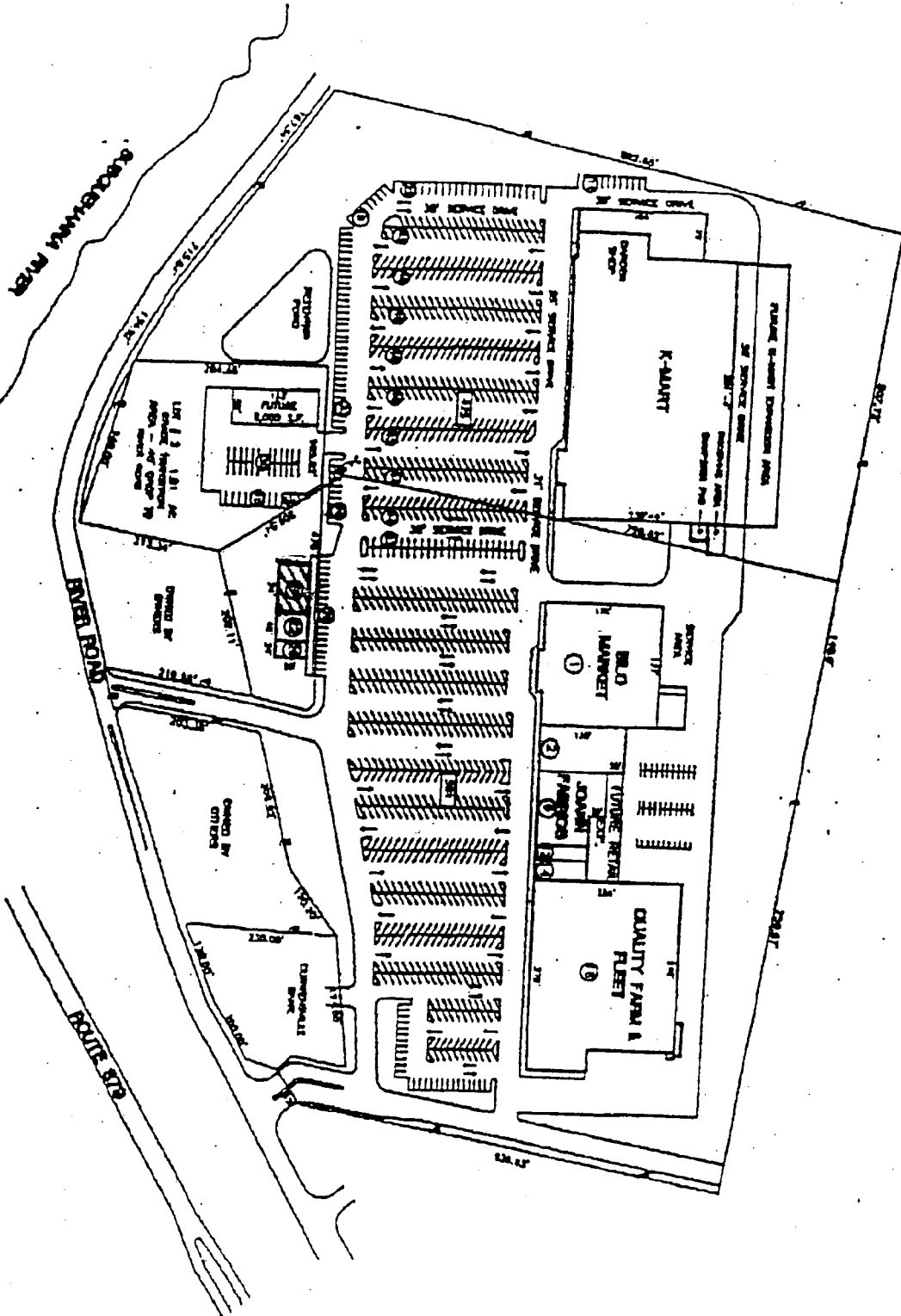
Date: November 17, 2005

Recd 11-17-05 @ 3:30pm
Christen A. Hauck
by Mary Ann Hauck

Deputy



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
1225 SCIENCE PARK DRIVE
SUITE 205
BEACHWOOD, OHIO 44111
(216-464-6616)



EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF POSSESSION

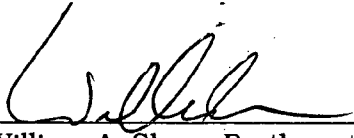
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield Development Co.:

- (a) the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"


William A. Shaw, Prothonotary

SEAL OF THE COURT:

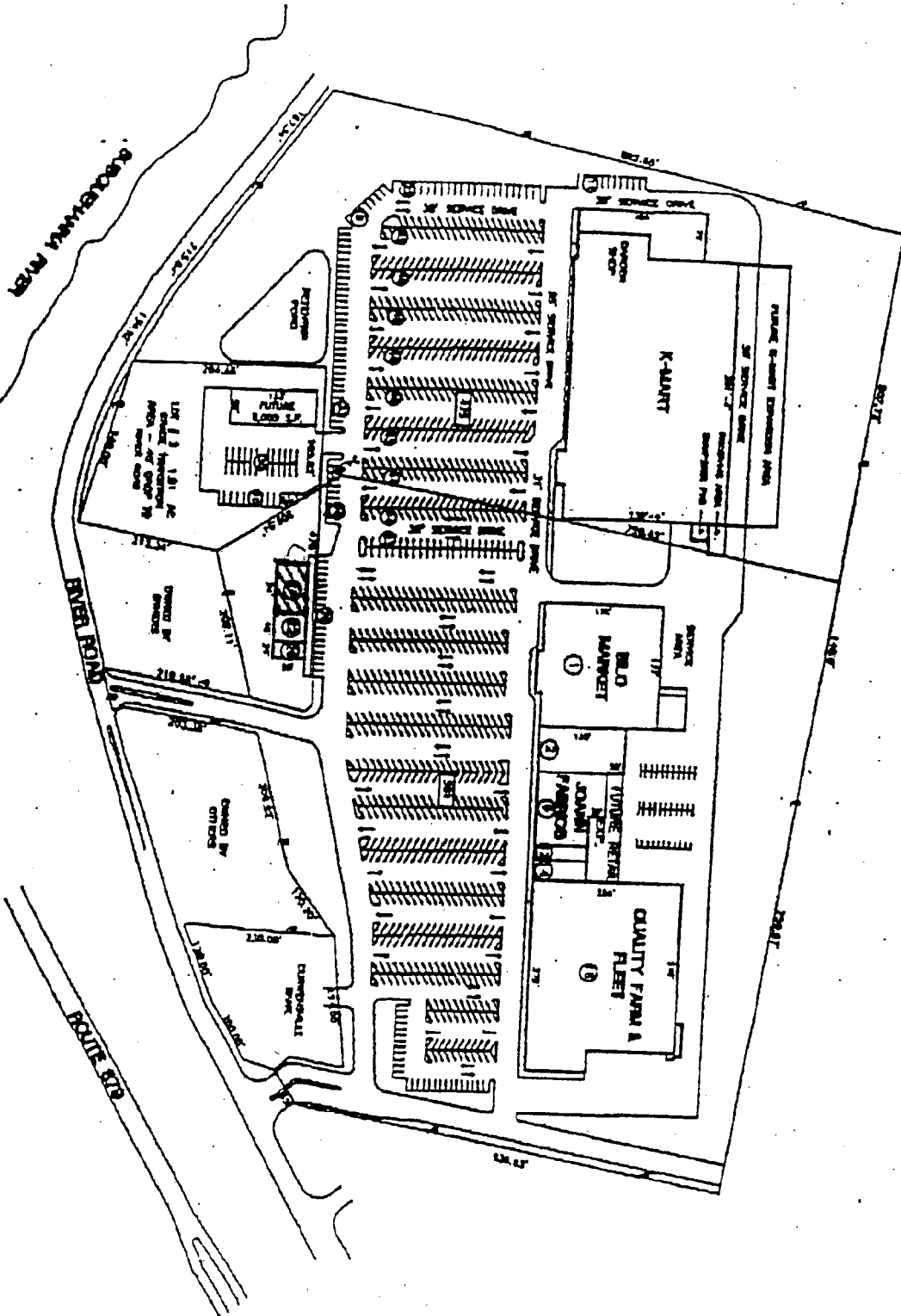
Date: November 17, 2005

Deputy

Rec'd 11-17-05 @ 3:30pm
Clerk A. Haulman, Meads
by Mandy Hamer



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of the Lease.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
12000 SCIENCE PARK DRIVE
SUITE 200
BEACHWOOD, OHIO 44122
(216-464-6616)



EXHIBIT A

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF POSSESSION

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. To satisfy the judgment for possession in the above matter, you are directed to deliver possession of the following described real estate to representatives of Plaintiff, Clearfield Development Co.:

- (a) the real estate making up Unit No. 24, containing approximately 3700 square feet, situate in Clearfield Plaza, Route 879 and River Road, Lawrence Township, Clearfield County, Pennsylvania. A sketch showing the location of Unit No. 24 (shaded in yellow), of the Clearfield Plaza is attached hereto and made a part hereof as Exhibit "A"



William A. Shaw, Prothonotary

SEAL OF THE COURT:

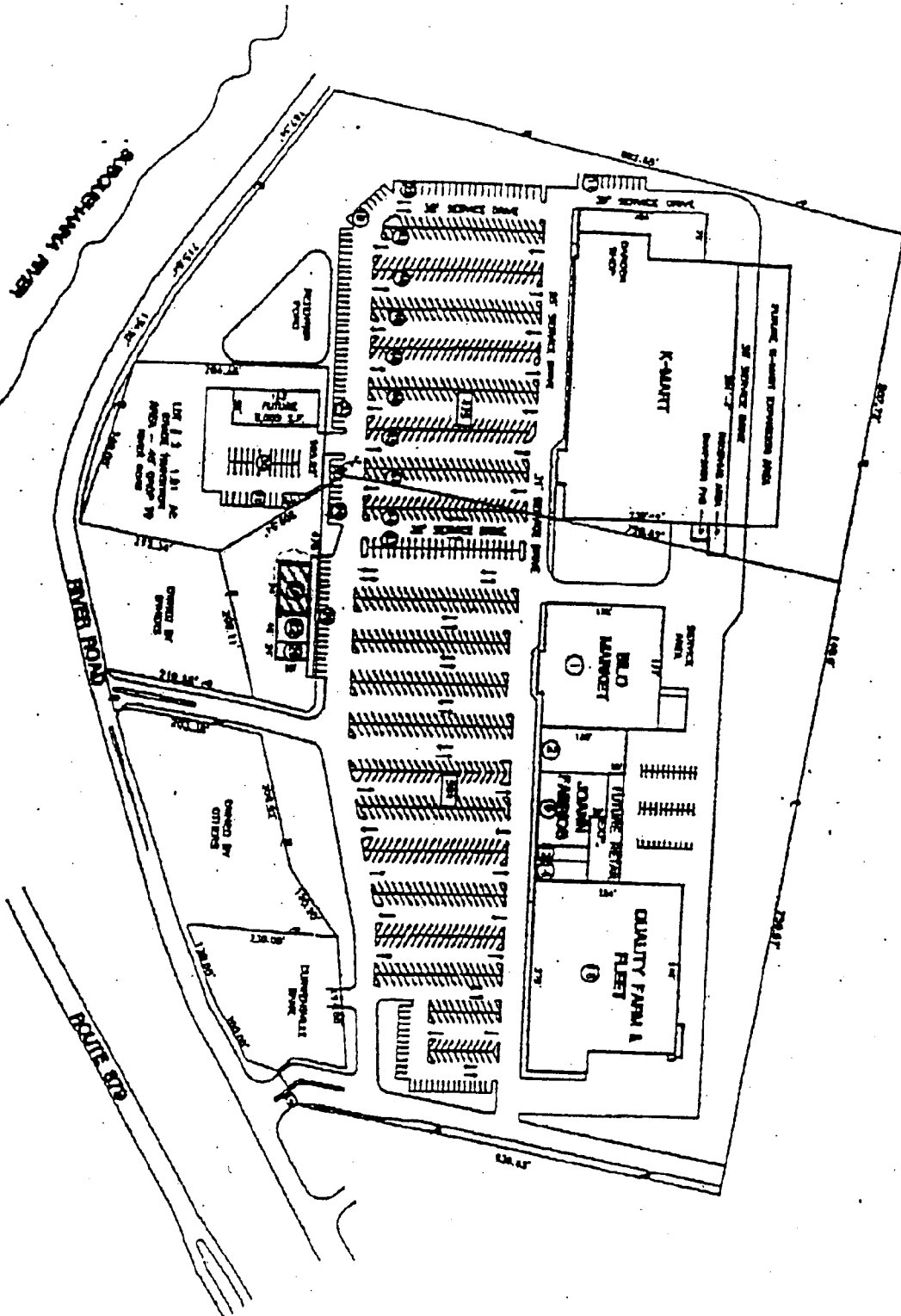
Date: November 17, 2005

Rec'd 11-17-05 @ 3:30 pm
Chester A. Hamer, Clerk
by Marilyn Hamer

Deputy



Premises



Except for the space leased to Tenant, and except as may be expressly set forth in Tenant's Lease, the designation and location on this plat plan of store units, sizes, tenants' names and other detailed information respecting the Shopping Center, its buildings and Common Areas, is not a representation by Landlord that such conditions exist or that if they do exist, that they will continue to exist throughout all or any part of the Term of the Lease.

CLEARFIELD PLAZA
RIVER ROAD & ROUTE 879
CLEARFIELD, PA.

CHASE PROPERTIES
12225 SCIENCE PARK DRIVE
SUITE 200
BEACHWOOD, OHIO 44122
(216) 464-6626



EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20333
NO: 05-1317-CD

PLAINTIFF: CLEARFIELD DEVELOPMENT COMPANY
vs.
DEFENDANT: SUPER VIDEO, INC., D/B/A VIDEO WAREHOUSE

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 12/01/2005

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 06/19/2006

DATE DEED FILED **NOT SOLD**

DETAILS

@ SERVED SUPER VIDEO, INC., D/B/A VIDEO WAREHOUSE

@ SERVED

NOW, DECEMBER 29, 2005 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE LEVY.

@ SERVED

NOW, JUNE 19, 2006 RETURN THE WRIT AS TIME EXPIRED.

FILED

JUN 19 2006

07/11/2006
William A. Shaw
Prothonotary/Clerk of Courts

wo c/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20333
NO: 05-1317-CD

PLAINTIFF: CLEARFIELD DEVELOPMENT COMPANY
vs.
DEFENDANT: SUPER VIDEO, INC., D/B/A VIDEO WAREHOUSE

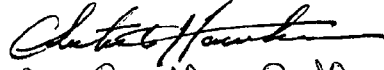

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$9.00

SURCHARGE \$20.00 PAID BY ATTORNEY

So Answers,



Chester A. Hawkins
Sheriff

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

CLEARFIELD DEVELOPMENT CO.,
Plaintiff

No. 05 - 1317 - CD

-vs-

SUPER VIDEO, INC., d/b/a
VIDEO WAREHOUSE

WRIT OF EXECUTION

Commonwealth of Pennsylvania
County of Clearfield

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against Super Video,
Inc., d/b/a Video Warehouse, Defendant,

(1) you are directed to levy upon the property of the
Defendant identified on a list attached hereto as Exhibit "A"
situate at Video Warehouse Store situate in the Clearfield Plaza
(Lawrence Township, Clearfield County, PA), Wolf Run Road,
Clearfield, PA 16830, and to sell its interest therein;

Amount due \$ 14,947.91

Interest from: _____, 2005 \$ _____

[Costs to be added] \$ _____

Prothonotary costs

Prothonotary

Seal of the Court

By: _____
(Deputy)

Received December 1, 2005 @ 3:30 P.M.
Cristen A. Haulkins
By Cynthia Butler-Ayford

PERSONAL PROPERTY OF DEFENDANT, SUPER VIDEO, INC., d/b/a VIDEO
WAREHOUSE, SITUATE AT Video Warehouse Store, situate in the
Clearfield Plaza (Lawrence Township, Clearfield County, PA) Wolf
Run Road, Clearfield, PA 16830 TO BE LEVIED UPON BY THE
CLEARFIELD COUNTY SHERIFF

1. Cash Registers
2. Cash and Coinage in Cash Registers or otherwise on premises
3. All VHS and DVD Movies
4. All Video Games
5. All Video Cassette Recorders, Televisions, DVD Players and Viewers
6. All shelving and fixtures
7. Any other appliances, office equipment and/or furnishings believed to have a value in excess of \$50.00

EXHIBIT "A"

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830
(814) 765-1766
FAX (814) 765-1488

JOHN B. GATES
(1917-1984)

FACSIMILE TRANSMISSION FROM (814) 765-1488

DATE: December 29, 2005

FACSIMILE NUMBER OF RECEIVER: 814-765-5915

PLEASE DELIVER TO: Cindy Anghenbaugh
Clearfield County Sheriff's Office

FROM: Andrew P. Gates, Esquire

RE: Clearfield Development Co. vs. Super Video, Inc., d/b/a Video Warehouse
Case No. 05-1317-CD

Cindy, as discussed please discontinue - for now - the levy.
Thank you.

CONFIDENTIALITY NOTICE: The information contained in this facsimile message is attorney privileged and confidential information and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

PAGE 1 OF ____.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SUPER VIDEO, INC., D/B/A VIDEO WAREHOUSE

NO. 05-1317-CD

NOW, June 19, 2006, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Super Video, Inc., D/B/A Video Warehouse to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	9.00
MILEAGE	
LEVY	
MILEAGE POSTING	
CSDS	
COMMISSION	0.00
POSTAGE	
HANDBILLS	
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$9.00

DEED COSTS:

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$0.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	14,947.91
INTEREST @	0.00
FROM TO	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$14,967.91

COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	9.00
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	165.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$174.00

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff