



ROYAL PALM SQUARE

LEASE ROYAL PALM SQUARE

THIS LEASE (this "Lease"), is being entered into this _____ day of _____ between the landlord listed below ("Landlord" or "Lessor"), and tenant listed below, ("Tenant" or "Lessee"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the space within the center defined below (the "Center"), as shown on the attached Exhibit A site plan (the "Premises"), for the term described below.

PART I PREAMBLE

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	
B. TENANT'S TRADE NAME:	
C. LANDLORD:	ALS Commercial II, LLC, a Delaware limited liability company
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	
E. SHOPPING CENTER NAME AND ADDRESS:	Royal Palm Square 1440 Colonial Blvd., Suite 21 Fort Myers, FL 33907
F. PREMISES ADDRESS AND SPACE DESIGNATION; PRESENT NOTICE MAILING ADDRESS OF TENANT; SQUARE FOOTAGE	
G. TERM:	
H. COMMENCEMENT DATE:	
I. EXPIRATION DATE:	
J. OPTIONS TO RENEW:	
K. ANNUAL BASE RENT:	
L. MONTHLY BASE RENT	
M. TENANT'S OPERATING EXPENSE PERCENTAGE:	
N. FLORIDA SALES TAX	THE MONTHLY BASE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX, WHICH IS A PER CENTAGE OF BASE RENT AND ADDITIONAL RENT, WHICH IS TO BE PAID MONTHLY ALONG WITH LESSEE'S MONTHLY BASE RENT PAYMENTS.
O. USE:	
P. SECURITY DEPOSIT:	\$
Q. RENT INCREASES:	
R. TENANT OPENING DATE:	APPROXIMATELY AS REQUIRED BY SECTION 13 OF THIS LEASE, TENANT MUST BE OPEN FOR BUSINESS IN THE PREMISES NO LATER THAN THIS DATE.
S. GUARANTOR OF TENANT'S OBLIGATIONS:	Not Applicable

PART II
Terms and Conditions

Tenant shall lease the Premises at and for the agreed Annual Base Rent and Percentage Rent, if any, in advance on the first day of each and every month, starting on the Commencement Date. Additionally, Tenant shall pay any additional rent ("Additional Rent") as hereinafter set forth in this Lease; plus all taxes in the nature of sales, rental taxes, use or similar taxes now or hereafter assessed or levied by any taxing authority upon the payment of Rent (defined below) or other charges paid by Tenant. At all times after the date hereof and prior to the Commencement Date, Tenant shall be governed by and subject to all of provisions, covenants and conditions of this Lease other than those requiring the payment of Annual Base Rent and Percentage Rent, if any, and other charges, except utility charges, which shall be paid by Tenant. Monthly Base Rent, Percentage Rent, if any, and Additional Rent are sometimes referred to herein collectively as "Rent."

It is the intention of Tenant and Landlord that the obligations of Tenant shall be separate and independent covenants and agreements, and that Rent and all other sums payable by Tenant shall continue to be payable in all events, and that the obligations of Tenant shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to the express provisions of this Lease. Rent and all other sums payable by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense, except as specifically set forth in this Lease. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease during the Term, except as otherwise expressly provided in this Lease. Tenant agrees that it shall not take any action to terminate, rescind or avoid this Lease notwithstanding any default by Landlord or under any other agreement between Landlord and Tenant. Tenant waives all rights which are not expressly stated herein but which may now or hereafter otherwise be conferred by law to quit, terminate or surrender this Lease or any of the Premises, to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Rent or any other sums payable under this Lease, except as specifically set forth in this Lease.

Tenant, upon the execution of this Lease, agrees to pay the amount the Security Deposit listed in the Preamble hereof (the "Preamble"), which shall be held as security for Tenant's performance as herein provided and refunded to Tenant at the end of this Lease subject to Tenant's satisfactory compliance with the conditions hereof, as stipulated in Section 17 of this Lease.

All payments to be made to Landlord on the first day of each and every month in advance without demand at the Rent Payment Address listed in the Preamble or at such other place and to such other person, as Landlord may from time to time designate in writing.

All Payments due under the terms of this Lease for partial months within the Term shall be prorated in the same ratio that the number of days during which Tenant occupies

the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligations to pay Rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Premises.

SECTION 1. USE: It is hereby understood and agreed that the use of the Premises is limited to the Use described in the Preamble and for no other purposes whatsoever. Any violation of the agreed use or any type of disturbance or interference with any other Tenant's use clause, business and/or exclusivity will be a violation of this Lease. In the event there is a violation of this use Section, Landlord shall retain the right at its sole option to terminate this Lease immediately or to pursue any other remedy at law or equity. Tenant shall indemnify Landlord for any losses relating to Tenant's violation of another tenant's exclusive use, provided Tenant has been notified of such exclusive use. ~~The now-existing tenant exclusive uses and restrictions are listed on Exhibit B attached hereto and made a part hereof.~~ Tenant shall operate under the Trade Name described in the Preamble hereof. Nothing contained in this Lease shall give Tenant any right to demand performance by or from any other tenant or from Landlord. Moreover, violation of this clause by another tenant located at the Shopping Center shall not permit Tenant to have the same violation or otherwise operate as a waiver of Landlord's rights in this Lease. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within the Premises. Tenant shall display, sell and advertise only first quality merchandise and not any seconds or damaged goods, and shall never conduct any so-called outlet, warehouse or like discount operations in or from the Premises. Tenant covenants and agrees that during the full Term of this Lease, none of Tenant, any Guarantor or principal of or partner in Tenant, any of their affiliated, parent or subsidiary companies, or any franchisor (or licensor) or any franchisee (or licensee) of any of them, will operate, either directly or indirectly, another store (including a department or concession in another store) of any kind, nature or description (other than stores, departments, or concessions presently being operated by it or them) within a radius of five (5) miles of the Shopping Center. In addition to any other remedy otherwise available to Landlord for breach of this covenant, it is specifically agreed that Landlord may, at Landlord's election require that any and all sales made in or from any such other store be included in the computation of the Percentage Rent (if any) due hereunder, with the same force and effect as though such sales had actually been made in or from the Premises.

SECTION 2. ASSIGNMENT-SUBLEASING: Tenant shall not mortgage, pledge, encumber nor assign this Lease, nor sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's written permission, which may be withheld in Landlord's sole and absolute discretion. In the event Landlord provides its consent for an assignment or sublease, Landlord shall

receive 100% of the profit and/or excess rent which is derived from the proposed transaction. In the event Tenant is a corporation, partnership, limited liability company or other entity, any transfer of ownership in such entity shall be a default under the Lease. Tenant shall disclose all beneficial owners of the business to be conducted in the Premises to Landlord prior to execution of the Lease. Any change in ownership of the business after the execution of the Lease shall be considered a default hereunder. In any case whereby Landlord shall consent to such proposed assignment or subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the Rent and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. In the event of an assignment or sublet, Tenant shall pay Landlord an administrative fee of \$2,500 and any other reasonable expenses of Landlord in connection therewith.

SECTION 3. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any and all damage to Tenant's Property arising from the bursting or leaking of water or sewer pipes or roofing, or from any act or omission of any co-tenant or occupant of the building, Shopping Center or of any other person whomsoever. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Commencement Date, shall also apply at all times prior to the Commencement Date.

SECTION 4. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable Federal, State and City Government and of any and all their Departments and Bureaus including any Taxing Authority or Utility; and Tenant shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at Tenant's own cost and expense. During the Term of the Lease, if any governmental agency or Landlord's insurance company requires upgrades to the Premises or any of Tenant's facilities or systems (e.g. electrical, plumbing, fire alarm, ADA accessibility, etc.), Tenant shall make such upgrades at its sole cost and expense. TENANT SHALL BE RESPONSIBLE FOR PROMPTLY OBTAINING ANY PERMIT, LICENSE, SERVICE, ARCHITECTURAL PLANS AND/OR CERTIFICATES OF OCCUPANCY NECESSARY FOR THE CONSTRUCTION AND OPERATIONS OF THE PREMISES. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES

REGARDING TENANT'S PROPOSED USE AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFOR.

SECTION 5. DEFAULT: Tenant shall be in default under this Lease if it fails to (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other and further rules or regulations as may be hereafter made by Landlord.

In the event of any default by Tenant, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (1) apply the Security Deposit, if any, toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) without terminating this Lease, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, or by force or otherwise, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Landlord may at its option, repair, alter, remodel and/or change the character of the Premises as it may deem fit, and/or (4) at any time relet the Premises or any part or parts thereof, as the agent of Tenant or in Landlord's own right, and/or (5) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity. In connection with the foregoing, if Landlord so elects, it may sell any personal property of Tenant at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. All rights and remedies available to Landlord shall be cumulative and non-exclusive.

The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligation to make all Rent payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein, and if Landlord so desires all current and future rent and other monetary obligations due hereunder shall become immediately due and payable, as more particularly described below. Tenant throughout the remaining Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such reletting, if any, but Landlord shall have no liability to account to Tenant for any excess. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Lease for the Term hereby granted after being disposed or ejected therefrom by process of law or under the terms of this Lease.

Tenant agrees that no demand for Rent and no re-entry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession, but that all right to any such demand and any such re-entry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant. Tenant covenants and agrees, notwithstanding any termination of this Lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Rent and other charges reserved as they would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the Term.

SECTION 6. ACCELERATION CLAUSE AND DAMAGES:

In addition to all other rights granted to Landlord in this Lease and not as a limitation of said rights, in the event of a termination of this Lease as a result of a default by Tenant, Landlord shall have the right and option to accelerate all Rent due hereunder. Additionally, for the purposes of computing damages payable hereunder on account of a termination and acceleration, it is agreed that there shall also be payable to Landlord, as damages, at the time of such termination, the total of (i) Tenant's share of operating expenses due for the remainder of the year in which such termination occurs; and (ii) such amount for each of the years remaining in the Term hereof, it being assumed that the amount of such operating expenses so payable for each subsequent year would have increased annually by five (5%) percent.

If this Lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions of the preceding Section 5 and this Section 6 with respect to Tenant, etc., shall be deemed to read "Tenant or the Guarantor hereof."

SECTION 7. ABANDONMENT: If Tenant shall abandon or vacate the Premises before the end of the Term of this Lease, or shall suffer the Rent to be in arrears, Landlord may, at its option, forthwith cancel this Lease or enter the Premises as the agent of Tenant, without being liable in any way therefor, and relet the Premises with or without any furniture that may be therein, as the agent of Tenant, at such price and upon such terms and for such duration of time as Landlord may determine, and receive the Rent therefor, applying the same to the payment of Rent due by these presents, and if the full Rent shall not be realized by Landlord over and above the expenses to Landlord in such re-letting, the said Tenant shall pay any deficiency. Landlord shall not be liable to Tenant in the event of any excess. Notwithstanding Tenant's abandonment or Landlord's acceptance thereof, Tenant shall be responsible to satisfy any and all obligations due to Landlord under the terms of this Lease.

SECTION 8. COLLECTION AND LANDLORD'S EXPENSES:

Tenant agrees to pay all costs of collections and reasonable attorney's fees and disbursements incurred by Landlord in the event of any breach of this Lease by Tenant. This provision shall apply to all trial and appellate

proceedings and any other efforts by Landlord to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation. Tenant also waives all rights to reciprocal attorney's fees under Law with respect to collection matters.

Tenant agrees (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of a termination of this Lease and the cost of putting the Premises in good order to prepare the same for rental to other tenants, and (b) that Landlord may (i) re-let the Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions or free rent. The failure of Landlord to re-let the Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent month by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to relet the Premises, or, if the Premises are relet, for failure to collect the rent due under such reletting.

SECTION 9. UTILITIES: Tenant agrees to pay when due, from the day the Lease is executed, all charges for water, sewer, gas, steam, electricity (or other illumination), telephone and all other utilities and services used or consumed on the Premises and for all licenses and permits for the same together with a reasonable handling charge thereupon imposed by Landlord. Tenant agrees to operate the heating unit with the necessary electric and fuel source so as to maintain at all times sufficient heat in the Premises to prevent the pipes from freezing, and to provide lighting for store and signage illumination. If Tenant's Use requires parking lot lighting that extends beyond the normal operational hours of the Shopping Center, such additional expense shall be paid by Tenant as Additional Rent.

SECTION 10. SECURITY INTEREST: Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, equipment, marketable licenses (such as any liquor licenses), goods and chattels of said Tenant, which shall or may be brought or put on the Premises as security for the payment of the Rent, and Tenant agrees that the said lien may be enforced by distress (and Tenant waives all rights to require Landlord to post bond), foreclosure or otherwise at the election of the said Landlord.

SECTION 11. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, to examine the same to make reasonable inspections, repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Premises, and to put or keep upon the doors or windows

thereof a notice "for rent," "for lease," or "available" at any time within twelve (12) months before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Shopping Center.

SECTION 12. ACCEPTANCE OF PREMISES AND REPAIR:

Tenant hereby accepts the Premises in the condition they are in at the beginning of this Lease on an "AS IS" basis without any obligation on Landlord's part to perform any work with respect thereto. Tenant acknowledges that Landlord has made no warranties or representations as to the condition thereof. Tenant further acknowledges that Landlord has no present or future intention to make any capital or non-capital alterations, renovations or improvements to the Premises. Tenant agrees to maintain the Premises in the same condition, order and repair as they are at the commencement of the Term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Landlord immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of the Premises, or of the building, caused by any act or neglect of Tenant, or of any person or persons in the employ, under the control of Tenant, or a business invitee of Tenant. If Tenant refuses or neglects to repair the Premises as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as Additional Rent Landlord's cost for making such repairs plus twenty (20%) percent for overhead, upon presentation of a bill therefor. Said bill shall include interest at the highest legal rate on said cost from the date of completion of repairs by Landlord. Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered with no representation or warranties from Landlord. In addition to the foregoing, Tenant shall do the following:

- a. maintain all of Landlord's equipment, plumbing and electrical lines in good condition at all times, including the cleaning of all grease traps and plumbing lines on an "as-needed" basis.
- b. maintain, repair, and replace, whenever necessary, the air conditioning systems and/or heating systems which service the Premises; and at the end of the Lease Term, shall restore said systems to their present condition, reasonable use and wear excepted. Tenant shall enter into a service contract with a reputable HVAC contractor, which will provide for a regular service program for all heating and air conditioning equipment.
- c. immediately replace its plate glass windows (including any damaged store-front frames) should said windows become damaged or cracked.
- d. maintain the roof area surrounding the HVAC unit and any rooftop equipment free of all punctures and cuts at all times. This obligation includes cleaning all ventilation equipment and assuring that no grease, chemicals or detergents damage the roof. Any workmen that work on the roof on behalf of Tenant, shall at all times

assure that the roof is not damaged and properly maintained at all times.

- e. Immediately after any snow fall or other storm, Tenant shall remove snow, ice and debris from the sidewalk immediately in front of the Premises, its loading area (if any) and the emergency access points to the Premises.

SECTION 13. TENANT IMPROVEMENTS; INSTALLATION BY TENANT:

Tenant agrees to use best efforts to complete all work necessary in order to open the Premises for business by the Tenant Opening Date specified in the Preamble hereof (if none is specified, then within thirty (30) days of the date hereof). In furtherance of the foregoing, Tenant shall commence its construction of its improvements no later than the Construction Commencement Date specified in the Preamble. Tenant shall present to Landlord the necessary architectural and engineering plans and specifications, which shall be prepared at Tenant's sole cost and expense, for Tenant's work prior to submitting such plans and specifications to the applicable governmental authorities for which approval is being sought. Tenant shall not make any structural or nonstructural alterations to the Premises or alterations to the storefront of the Premises without obtaining the prior written consent of Landlord. Landlord, or any of its agents, shall have the right to enter the Premises during all reasonable hours, to examine the construction, repairs, additions or alterations as may be underway. Tenant shall promptly deliver to the Landlord, insurance certificates indicating satisfactory coverage for itself and any contractors undertaking the approved project, prior to the start of any work. Tenant shall promptly deliver a copy of its certificate of occupancy to Landlord and in no event later than ten (10) days following Tenant's receipt thereof.

All work in the Premises will be performed in a workman like manner and by a licensed general contractor under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Landlord retains the right to approve of Tenant's contractors. Tenant shall be responsible for any construction defects in connection with its improvements. Tenant's work shall be performed without interference and disruption to Landlord, the Shopping Center or other tenants. Tenant agrees to work diligently to open the Premises for business and that "time is of the essence" in completing all work and receiving all approvals. In the event Tenant is not open for business by the Tenant Opening Date for any reason whatsoever, Tenant shall remit a late fee of \$250/day to Landlord in addition to all required payments due under the Lease.

All personality and fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make, or cause to be made, any interior alterations, additions or improvements or install, or cause to be installed, any exterior signs, exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent.

Whenever Tenant shall request approval by Landlord of plans, drawings, specifications, or otherwise with respect to the initial alterations of the Premises (including subsequent changes thereof), remodeling, installation of signs, or the like, Tenant specifically agrees promptly to

pay to Landlord all charges involved in the review (and re-review, if necessary) and approval or disapproval thereof whether or not approval shall ultimately be given. Landlord reserves the right to require a construction performance bond for tenant improvement projects to insure that building components such as the roof, fire alarm, sprinklers, sewer lines are modified correctly.

SECTION 14. HOLD HARMLESS; DAMAGES: Tenant agrees to defend, pay, protect, indemnify, save and hold harmless Landlord (together with its successors, assigns, affiliates, employees, other tenants, principals, managers, members, partners, officers, directors, shareholders, administrators, representatives, agents, heirs, estates, executors, legal representatives and any related parties or ownership entities, collectively, the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs, fees, expenses (including reasonable attorney fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, howsoever caused, arising from the Premises or the use, non-use, occupancy, condition, design, construction, maintenance, repair or rebuilding of part or all of or otherwise relating to the Premises and any injury to or death of any person or persons or any loss of or damage to any property, real or personal, in any manner arising therefrom connected therewith or occurring thereon (collectively, "Losses"), whether or not Landlord has or should have knowledge or notice of the defect or conditions, if any, causing or contributing to said Losses. In case any action or proceeding is brought against Landlord by reason of any Loss, Tenant covenants to defend Landlord, with all the expenses of such defense paid by Tenant. These obligations shall constitute Additional Rent and shall survive the expiration or early termination of this Lease. As amplification, it is expressly agreed and understood by and between the parties to this Lease, that Landlord and the Indemnified Parties shall not be liable to Tenant for any damage or injury by water, or water seepage, any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, any damage by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. Neither Landlord nor the Indemnified Parties shall be responsible for any damages caused by, or growing out of, any breakage, leakage, or defective condition of the electrical wiring, air conditioning or heating pipes and equipment, plumbing, appliances, sprinklers, other facilities or other equipment, serving the Premises. Neither Landlord nor the Indemnified Parties shall be liable for any damages caused by, or growing out of, any defect in the Shopping Center or any part thereof, or in said Premises or any part thereof, whether such damage arises from or is related to fire, rain, wind or other cause. Landlord and the Indemnified Parties shall not be liable to Tenant and shall be held harmless from any and all liability to Tenant, except for their intentional and/or willful acts. Further, in no event shall Landlord or the Indemnified Parties be responsible for any consequential or punitive damages in connection with this Lease or the Premises.

SECTION 15. BANKRUPTCY: If Tenant shall become a debtor under the bankruptcy code then, to the extent that the bankruptcy code may be applicable or affect the

provisions of this Lease, the following provisions shall also be applicable. If the trustee or debtor in possession shall fail to elect to assume this Lease within sixty (60) days after the filing of the petition (or such other minimum time as required by any applicable law), this Lease shall, at Landlord's option, be deemed to have been rejected and Landlord shall be thereafter immediately entitled to possession of the Premises and this Lease shall be terminated subject to and in accordance with the provisions of this Lease and of law (including such provisions for damages and acceleration). No election to assume (and, if applicable, to assign) this Lease by the trustee or debtor in possession shall be permitted or effective unless: (i) all defaults of Tenant shall have been cured and Landlord shall have been provided with adequate assurances reasonably satisfactory to Landlord, including (a) any reasonably required guaranties and/or security deposits, and (b) any other reasonably required assurances that there will continue to be sufficient funds and personnel available to professionally merchandise, stock, promote, staff and operate the Premises in strict compliance with all provisions of this Lease; and (ii) neither such assumption nor the operation of the Premises subsequent thereto shall, in Landlord's judgment, cause or result in any breach or other violation of any provision of this or any applicable lease, mortgage or other contract, or disrupt the tenant mix of the Shopping Center; and (iii) the assumption and, if applicable, the assignment of this Lease, has been ratified and approved by order of such court or courts as have final jurisdiction over the bankruptcy code and the case. No assignment of this Lease by the trustee or debtor in possession shall be permitted or effective unless the proposed assignee likewise shall have satisfied (i), (ii), and (iii) of the preceding sentence and any such assignment, shall, without limitation, be subject to the provisions of this Section. When pursuant to the bankruptcy code the trustee or debtor in possession is obligated to pay reasonable use and occupancy charges, such charges shall not be less than the Monthly Base Rent, operating expenses and other charges specified herein to be payable by Tenant. Neither Tenant's interest or estate in the Premises herein or created hereby, nor any lesser interest or estate of Tenant, shall pass to anyone under any law of any state or jurisdiction without the prior written consent of Landlord. In no event shall this Lease, if the Term hereof has expired or has been terminated in accordance with the provisions of this Lease, be revived, and no stay or other proceedings shall nullify, postpone or otherwise affect the expiration or earlier termination of the Term of this Lease pursuant to the provisions of this Section or prevent Landlord from regaining possession of the Premises thereupon. In the event of a bankruptcy, Notwithstanding the foregoing, Landlord may elect to accept Rent from a receiver, trustee, or other judicial officer during the Term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease. Landlord shall also be granted immediate relief from any applicable automatic stay to seek eviction or other remedies or shall likewise be entitled to obtain order authorizing a rejection of the Lease at Landlord's option which may limit Tenant from maintaining

possession of the Premises, notwithstanding the institution of bankruptcy. In the event Landlord is required to exercise any rights under this Section, Tenant agrees to immediately consent to any and all of the relief requested by Landlord. In connection with any bankruptcy, Tenant hereby acknowledges and agrees that the Shopping Center constitutes a "Shopping Center" for such purposes.

SECTION 16. ACCORD AND SATISFACTION: No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, nor shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

SECTION 17. USE AND RETURN OF SECURITY DEPOSIT: In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord at its option may, appropriate and apply said entire deposit (which shall in no way limit damages otherwise available to Landlord), or so much thereof as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. If Landlord uses, applies, or retains all or any portion of the deposit, Tenant immediately shall restore the deposit to its original amount. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and all other sums payable by Tenant to Landlord hereunder, the deposit shall be returned in full, without interest, to Tenant at the end of the Term, provided the Premises are returned to Landlord in good condition, with all fixtures remaining, reasonable wear excepted. Tenant acknowledges that, except where required by law, Landlord shall (i) not be required to keep the deposit separate from its own funds, and may commingle the Deposit with its own funds; and (ii) have no fiduciary responsibilities or trust obligations whatsoever with regard to the deposit. In the event of bankruptcy or other debtor-creditor proceedings against Tenant, the security deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for all periods prior to the filing of such proceedings.

SECTION 18. BINDING TERMS: This contract shall bind Tenant and its assigns or successors, and the heirs, assigns, personal representatives, or successors, as the case may be, of Tenant. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the

essence of this contract and this applies to all terms and conditions contained herein.

SECTION 20. NOTICE: All notices should be delivered to the Present Notice Mailing Addresses listed in the Preamble. It is understood and agreed between the parties hereto that written notice mailed, faxed, by overnight courier (such as Federal Express) or delivered to the Premises leased hereunder shall constitute sufficient notice to Tenant upon mailing, transmission or delivery. Such notice shall be effective upon when deposited in the mail or private express carrier, upon hand delivery, attempted delivery or refusal (whichever shall first occur) at the address to which the same were sent. Written notice mailed via certified mail, return receipt requested, overnight courier (such as Federal Express) shall constitute sufficient notice to Landlord upon receipt, to comply with the terms of this contract. Any such notice, demand, or communication from an attorney acting or purporting to act on behalf of a party shall be deemed to be notice from such party provided that in the case of notice from such attorney such attorney is authorized to act on behalf of such party.

SECTION 21. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant at the Shopping Center, or which may adversely affect Landlord's fee interest in the Premises or in the Shopping Center. No loudspeakers, stereos machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

SECTION 22. LANDLORD'S RIGHTS: The rights of Landlord under this Lease shall be cumulative, and failure on the part of Landlord to exercise promptly any rights given hereunder shall not operate as a waiver of any of Landlord's rights.

SECTION 23. OPERATING EXPENSES: As Additional Rent, Tenant shall pay to Landlord Tenant's Operating Expense Percentage of operating expenses incurred during the Term of this Lease. For the purposes hereof, "Operating Expenses" include, but are not limited to: real estate taxes, Landlord's fire and extended coverage and public liability insurance and for the cost of maintaining the common areas ("CAM"). For the purposes hereof, CAM includes, but is not limited to, all costs and expenses of every kind and nature paid or incurred by Landlord in cleaning, operating, altering, managing, equipping, decorating, policing (if and to the extent provided by Landlord), lighting, repairing, improving, restoring, renovating, replacing and maintaining all common areas of the Shopping Center, signs, buildings, parking areas and the roof, utilities, sewer and facilities serving and/or required to be maintained by the Shopping Center (including parking facilities and access ways contiguous with the Shopping Center and available for use by occupants of the Shopping Center by reason of easement rights or if Landlord is otherwise required to maintain or repair same) and all taxes, assessments, costs and other expenses related thereto, and all other areas of the Shopping Center (including, but without limitation, all landscaping and gardening). CAM shall

likewise include (but shall not be limited to) water and sewer charges, utility system installation charges and assessments, costs of the operation, maintenance and repair of any stormwater drainage facilities; costs of all roof and roof membrane, and other maintenance, repairs and replacements performed by Landlord, costs of the installation, operation, maintenance, repair and replacement of any energy management system, costs related to capital expenditures that are designed to reduce overall operating expenses, costs related to the sprinkler and other fire protection and fire protection alarm systems, premiums for insurance; wages, unemployment taxes, social security taxes, and assessments; reasonable depreciation of equipment used in the operation of the common areas, and administrative costs equal to twenty percent (20%) of the total costs of operating and maintaining the common areas; a reasonable handling fee for Landlord's processing of water and sewage billings; any such costs and expenses whether paid or incurred prior or subsequent to the execution of this Lease, which Landlord has elected to amortize over a period of years shall be included, until such cost or expense has been fully recovered, in the expenses to be prorated pursuant to this Section. For the purposes hereof, "real estate taxes" include all general and specific taxes pertaining to the Shopping Center, including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Shopping Center land or the buildings and improvements thereon.

Payments for said Additional Rent shall be made monthly, based on Landlord's reasonable estimate of the current year's total operating expenses. This amount may be adjusted periodically. Tenant shall pay any amount due on account of Landlord's year-end reconciliation within thirty (30) days of Landlord's invoice. In the event Tenant remains a tenant of Landlord following the termination of this Lease, Tenant shall still be responsible for any and all operating expenses incurred during the period that Tenant remains a tenant of Landlord. Landlord shall have the right to levy a special operating expense assessment in the event of any extraordinary operating expenses, including, without limitation, costs relating to natural disasters, above-average snow removal costs, utility costs, insurance premiums or charges or taxes. Tenant shall pay this special assessment within thirty (30) days of Landlord's notice of same. Landlord shall not be liable for any inconvenience or interruption of business or other consequences resulting from the making of repairs, replacements, improvements, alterations or additions, or from the doing of any other work to or upon any of such Common Areas, or from delay or failure to perform such maintenance or other work with respect to such Common Areas where such delay or failure is attributable to labor troubles, material shortages or any other causes beyond Landlord's reasonable control. For the first and last partial calendar or fiscal year of this Lease, Tenant will pay its Operating Expense Percentage of Operating Expenses for the entire year multiplied by a fraction, the numerator of which is the number of days in the calendar or fiscal year subsequent to the date of rent commencement of this Lease, or prior to the date of Lease termination, as the case

may be, and the denominator of which is three hundred sixty-five (365). In all circumstances, Operating Expenses must be paid no later than thirty (30) days after the date of Landlord's invoice of same. Tenant's Operating Expense Percentage may be adjusted by Landlord in its reasonable judgment to reflect vacancies at the Shopping Center or modifications to the overall size of the Shopping Center. If Tenant has any objections to any items contained in such Operating Expense invoice, Tenant must raise such objections in writing no later than fifteen (15) days after the date of such invoice (or other due date for such Operating Expenses payment) or such objections are otherwise deemed waived.

SECTION 24. INSURANCE: Tenant shall maintain, at its own cost and expense, with respect to the Premises and the property of which the Premises are a part, commercial general liability insurance (containing standard extended coverage endorsements, so-called) in amounts of not less than the following limits:

General aggregate limit (other than products-completed operations) - \$2,000,000,
Products-completed operations aggregate limit - \$1,000,000,
Personal and advertising injury limit - \$1,000,000,
Each occurrence limit - \$1,000,000
Fire damage limit - \$100,000 any one fire,
Medical expense limit - \$5,000 any one person,
Plate glass coverage - in amounts sufficient to cover replacement of any and all plate glass in the Premises;

Tenant shall deliver to Landlord proof, satisfactory to Landlord, that all workers connected with the activities of Tenant are adequately covered by worker's compensation insurance with statutory limits as required by applicable law.

The forgoing insurance must be with responsible companies qualified to do business in the state in which the Premises are located who have a rating of "A" or better in the most recent A.M. Best Company report, therein insuring Landlord as well as Tenant against injury to persons or damage to property as provided.

In addition to the above-referenced insurance coverage, Tenant shall be required to maintain property coverage in the amount of \$250,000 or such greater amount that provides for the full replacement of all inventory, furniture, fixtures, and equipment in the Premises, plus all Tenant improvements and betterments. This insurance also shall include **business interruption insurance** (which includes payment of all Rent and operating expenses to Landlord). Tenant shall deposit with Landlord certificates for such insurance within ten (10) days of taking possession of the Premises or the commencement of the Term, whichever earlier, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured name therein including Landlord. Landlord must be named as additional insured on any insurance policy. Insurance must be in force at the commencement of the Term of this Lease. Failure to comply with this provision will be considered a violation of this Lease and Landlord may, at its sole option, terminate this Lease immediately. Tenant shall not

permit any use of the Premises that will make voidable any insurance on the property of which the Premises are a part, or on the contents of said property. Tenant shall on demand reimburse Landlord, and other Tenants, all extra insurance premiums caused by Tenant's use of the Premises. Landlord may require Tenant to carry such other forms of insurance as Landlord deems necessary. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the other buildings located on the Shopping Center above the standard rate on the Premises and buildings with a regular retail store located in the Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as Additional Rent.

Tenant and Landlord hereby each waive all rights of recovery against the other or against the general or limited partners, trustees, beneficiaries, officers, directors, members, stockholders, agents, contractors, servants, employees, subtenants, licensees or invitees of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any insurance policies which either may have in force at the time of such loss or damage. Each party shall, upon obtaining policies of insurance relating to the Premises, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease and each party shall endeavor to cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either Landlord or Tenant in connection with any loss or damage covered by any such policy, at the sole cost of the party against which such waiver is sought.

SECTION 25. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this contract shall be considered Additional Rent due and shall be included in any lien for rent due and unpaid.

SECTION 26. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant hereby indemnifies and holds harmless Landlord and the other Indemnified Parties against all claims, causes of action, liability or loss, including reasonable attorneys fees and costs on the trial and appellate level, arising out of a violation by Tenant of this provision. Tenant's obligations and liabilities under this Article shall survive the termination of this Lease. In the event the Leased Premises is located within the boundaries of Dade County, Florida the Director of the Environmental Resources and Management of Metropolitan Dade County, Florida may also enforce the requirements of this section.

SECTION 27. CORPORATE STATUS: Tenant represents that any business organization status that it may purport to have, either at the time of the execution of this Lease or thereafter, shall be maintained in any and all lawful form. In the event Tenant possesses corporate status, Tenant shall maintain such corporate status as active and current with the appropriate state authorities and in the event Tenant fails to maintain such status, Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 28. REPRESENTATIONS/WARRANTIES: If Tenant executes the Lease as a corporation, limited liability company or a partnership, then Tenant and the persons executing the Lease on behalf of Tenant, represent and warrant that the individuals executing the Lease on Tenant's behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents of Tenant and that this Lease is binding upon Tenant in accordance with its terms. Tenant further warrants that Tenant has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and delivery of this Lease and the performance by Tenant of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which Tenant is a party or to which it may be subject. In the event Tenant fails to operate as an active corporation, limited liability company or partnership, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, Landlord may, in addition to any other remedy, terminate this Lease by written notice to Tenant, and or seek personal recourse against the individual party executing this Lease on behalf of Tenant. Tenant, and the party executing this Lease on behalf of Tenant, jointly and severally agree to indemnify Landlord and save and hold Landlord, and its beneficial owners thereof, harmless from and against, any damages arising out of a default of this Lease, or any damage, loss or expense (including without limitation, attorneys fees and other costs and expenses incident to the filing of any suit, action, complaint, investigation, or proceedings) arising out of or resulting from any breach of any warranty or representation made by Tenant. The indemnity set forth above shall survive the expiration or termination of this Lease and shall not be deemed to limit or otherwise affect any of Landlord's remedies at law or in equity.

SECTION 29. WAIVER OF JURY TRIAL; COUNTERCLAIMS; COSTS OF SUIT: LANDLORD AND TENANT HEREUNDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, OR RELATED HERETO, WHETHER UNDER OR IN CONNECTION WITH THIS LEASE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. TO INDUCE LANDLORD TO ENTER INTO THIS LEASE, TENANT HEREBY WAIVES THE RIGHT TO FILE ANY COUNTERSUIT OR CROSSCLAIM AGAINST

LANDLORD. IN THE EVENT EITHER PARTY INITIATES LEGAL PROCEEDINGS TO ENFORCE ANY OF THE TERMS OF THIS LEASE, THE PREVAILING PARTY SHALL RECOVER ITS COSTS OF SUIT, INCLUDING REASONABLE ATTORNEYS' FEES AND RELATED DISBURSEMENTS AT TRIAL AND ON ANY APPEAL AS FIXED BY THE COURT, FROM THE OTHER PARTY.

SECTION 30. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Lender's form within ten (10) days of such request. Tenant shall pay Landlord one hundred (\$100) dollars per day if such a SNDA is not executed within this ten (10) day period. Additionally, Tenant agrees that if it shall fail at any time to execute a SNDA within such ten (10) day period, then Landlord may, in addition to any other remedy available to Landlord, execute, acknowledge and deliver such instrument as Tenant's attorney-in-fact for that purpose. Tenant shall be responsible for any costs and/or fees assessed by Tenant's lender for any requested deviations by Tenant from Landlord's lender's form.

SECTION 31. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 32. MECHANIC'S LIENS: If, for whatever reason, any mechanic's or other lien shall be filed against the Premises or the Shopping Center, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within ten (10) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon demand, promptly within ten (10) days reimburse Landlord for all amounts paid and costs incurred, including attorney's fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the Premises are totally or partially destroyed or damaged as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), Landlord may, at its sole option,

terminate this Lease by giving Tenant thirty (30) days' written notice and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall have the right to render the Premises tenantable by repairs within ninety (90) days of such Casualty Event. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage. If the Premises are not rendered tenantable within said time, either party hereto may cancel this Lease by written notice, effective upon the receipt of such notice.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding where by the same is rendered untenable, the parties hereto shall have the right to cancel this Lease without further liability on the part of Landlord or Tenant by providing thirty (30) days written notice, but no later than ninety (90) days following such taking. Landlord reserves to itself the entirety of any award or payment on account of such condemnation. To this end, Tenant shall assign to Landlord the totality of any award or payment it receives on account of any taking by condemnation.

Except as otherwise provided herein, this Lease shall not terminate or be affected in any manner. Absent such a termination, notwithstanding anything to the contrary contained herein, Tenant shall be required to pay all Rent and operating expenses during any period in which the Premises are rendered untenable by either a Casualty Event or condemnation, either from their own source of funds or through their business interruption coverage which Tenant is required to carry under Section 24 of this Lease.

In connection with any storms, hurricanes, tornados or other natural disasters, Tenant shall immediately repair its Premises to the extent damaged by such an event. In connection with the foregoing, Tenant shall be responsible for replacing or restoring any damaged plate glass windows (including store-front window frames), doors, HVAC equipment or signs after the occurrence of a natural disaster. During periods of hurricane or tropical storm watches and/or warnings, Tenant shall be responsible for installing hurricane shutters or other appropriate protection at its sole cost and expense.

SECTION 34. LATE CHARGES; CHRONIC LATE PAYMENTS OR DEFAULTS; RETURNED CHECK FEES; SUBSTANTIAL DECLINE IN NET WORTH: Landlord shall have the right, without notice to Tenant, to collect three percent (3%) of (i) current Monthly Base Rent; (ii) current monthly Operating Expenses, and (iii) any other Additional Rent due, per day for each day such payments are delinquent beyond the 4th day of the month. Any money due under this section shall be considered as Additional Rent and shall be paid no later than the first day of the month after such charges are assessed. Additionally, Landlord shall have the right to assess a returned check fee in the amount of one hundred (\$100.00) dollars for any check returned for insufficient funds.

Notwithstanding anything in this Lease to the contrary, and without limiting Landlord's other rights and remedies

provided for in this Lease or at law or equity, if Tenant either (i) fails to pay by the due date any Rent, or any other charges owing under this Lease more than two (2) times within any twelve (12)-month period, or (ii) is in default under this Lease more than two (2) times within any twelve (12)-month period, then Landlord, at its sole election and in its sole and absolute discretion, may do one or more of the following: (a) if Landlord shall elect, Landlord shall have the right to terminate the Lease in accordance with this Lease and evict Tenant from the Premises; (b) require that, beginning with the first monthly installment of Base Rent next due, the Base Rent shall no longer be paid in monthly installments, but shall be payable in advance on a quarterly basis, on the first day of the first month of the quarter (or three-month period); (c) require Tenant to have its bank automatically transfer all Base Rent, Additional Rent, and other charges due under this Lease (consistent with the time periods provided herein) into a bank account chosen by Landlord. Landlord, at its option, shall send Tenant notice, in writing, of the bank and bank account information needed to effectuate the transfer; and (d) increase the Security Deposit by an amount that Landlord determines, in its sole and absolute discretion, is necessary to protect its interests; provided that such amount does not exceed three (3) months of the then-applicable monthly Base Rent. Such increase shall be paid by Tenant immediately upon demand by Landlord.

Upon ten (10) days written request from Landlord, Tenant shall provide evidence of its net worth in a form acceptable to Landlord in its reasonable discretion. It shall constitute a default under this Lease if Landlord determines in its sole and absolute discretion if Tenant has had a substantial decline in its net worth and/or if Landlord determines that Tenant has not provided adequate assurance of future performance under this Lease.

SECTION 35. OPERATION OF PREMISES; GOING DARK: Tenant covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire Term of this Lease, (b) keep the Premises open for business from 10 a.m. - 9 p.m. EST, seven days per week, except for holidays, (c) conduct its business at all times in a manner conducive to the high reputation of the Shopping Center, (d) at all times keep the Premises fully and adequately stocked and fixtured, with an adequate staff so as to promote and facilitate maximum sales, and (e) not use any portion of the Premises for storage or other services, except for its operations in the Premises. For the purpose of clarification, Tenant shall not go dark during the Term of the Lease or any extension thereof. In the event of closing, Landlord shall have the option to (a) terminate the Lease and recapture the Premises, and (b) possess all equipment and trade fixtures excluding the inventory of the store.

SECTION 36. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's goods, trade fixtures and effects ("Tenant's Property") from the Premises, (including without hereby limiting to the generality the foregoing, all signs and lettering affixed or painted by Tenant,

either inside or outside the Premises). All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove Tenant's Property from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. In the event any obligations are due and owing to Landlord at the time Tenant seeks to vacate the Premises, Tenant shall take no action to remove any of Tenant's Property located on, in or attached to the Premises, and Landlord shall be entitled to exercise any and all rights as either secured creditor or Landlord against such property in order to satisfy all such obligations. Tenant also agrees to repair any damage caused to the Premises by the removal of Tenant's Property. Anything attached to the property by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant, unless Landlord directs Tenant to do so. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g. fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's prior consent. Any removal of such equipment without Landlord's prior consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due.

SECTION 37. RETURN OF PREMISES: On or before the last day of the Term of this Lease, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition as delivered to Tenant at the inception of this Lease.

SECTION 38. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease contains the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this

Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises or any building of which the Premises may be part is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 39. NOTICE OF TERMINATION AT THE END OF LEASE TERM:

If this Lease does not (a) provide any Options to Renew, or (b) Tenant is at the end of its final Option to Renew, Tenant shall notify Landlord in writing by certified mail, return receipt requested, at least six (6) full calendar months prior to the expiration of the current Term if it intends to vacate the Premises on the Lease Expiration Date. In the event that Tenant fails to give such notice, then and in that event, at Landlord's option, this Lease shall be automatically continued and extended pursuant to the terms contained in the base Lease without the requirement of a further act, lease or agreement by either party. In such event, then such extended Lease will be, at Landlord's sole option, for either one full calendar year or on a month-to-month basis, with the Monthly Base Rent being increased by five percent (5%) over the previous year's Monthly Base Rent, with further five (5%) percent rent increases to occur each lease year/calendar year, whichever is applicable, if the Lease is further extended in accordance with this Section.

SECTION 40. RULES AND REGULATIONS AND TENANT OBLIGATIONS:

Landlord reserves the right to promulgate, and Tenant agrees to comply with Rules and Regulations for the Premises, Shopping Center and Common Areas including but not limited to the following:

- a) Tenant is expressly prohibited from placing, erecting, or maintaining any sign, lettering, or advertising devices on, in, or about the windows or doors of the Premises.
- b) Tenant shall not conduct any auction, fire, bankruptcy, selling-out, or closing-out sale on or about the Premises.
- c) Tenant, its employees, or agents shall not mark, paint, drill or in any way deface any exterior or interior walls, ceilings, partitions, floors, or ironwork without Landlord's written consent.
- d) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Premises or the building of which the Premises constitutes a portion.
- e) Tenant shall give Landlord prompt written notice of any accident, fire or damage occurring on or to the

Premises and shall immediately process its claim through its insurance carrier.

- f) Tenant shall enlist the services of a Landlord approved waste company for all of its trash removal. If Landlord has elected to use one (1) compactor for the entire Shopping Center, Tenant agrees to participate with the use of said compactor. If Tenant does not comply, Tenant will be in default under the Lease. All trash is to be placed in compactor or respective waste receptacle only.
- g) No radio, television, fiber-optic cable, satellite dish or other similar device shall be installed without obtaining in each instance, the written consent of Landlord. No aerial or satellite dish shall be erected on the roof or exterior walls of the building, or on the grounds without Landlord's written consent. Any aerial or satellite dish so installed without such written consent of Landlord shall be removed promptly at the direction of Landlord. If Landlord removes such equipment, Landlord shall not be liable for such removal and disposal of such equipment.
- h) The plumbing facilities shall not be used for any other purpose than for which they are constructed. No foreign substance of any kind shall be permitted therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for repairing all plumbing and electrical lines inside of the Premises. Also, Tenant shall be responsible for the annual inspection and maintenance of the backflow preventer and the grease traps servicing the Premises.
- i) Tenant is responsible for all pest control and exterminating within the Premises at its sole cost and expense.
- j) Tenant, its employees and agents shall not solicit any business in the Common Areas, parking lots or any other areas within the Shopping Center.

Tenant agrees that Landlord may from time to time to suspend, amend or supplement the foregoing rules and regulations, and to adopt additional rules and regulations applicable to the Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to Tenant.

SECTION 41. LANDLORD'S RIGHTS: Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 42. AIR QUALITY; RADON GAS; MOLD: Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises or the Shopping Center. Furthermore, Landlord shall have no responsibility regarding indoor air quality

or condition (through rent offset by Tenant or otherwise), such responsibility being solely that of Tenant. Tenant has conducted or has had the opportunity to conduct all testing regarding indoor air quality and condition, and hereby releases Landlord for any claim therefor. In compliance with §404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit. Tenant further acknowledges that mold and fungi are naturally occurring conditions and that mold or fungi may be present in the Premises at the commencement of the Lease and some time during the Term. For the purposes hereof, fungi shall include any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi. Tenant acknowledges and agrees to indemnify and hold Landlord harmless from any bodily injury or property damages caused by exposure to radon, mold or fungi, regardless if any other cause, event, material or product contributed concurrently or in any sequence to such injury or damages. All costs associated with testing, abating, removing, containing, neutralizing, treating, or in any way responding to or assessing the effects of radon, mold or fungi in the Premises shall be borne exclusively by Tenant and Tenant expressly indemnifies and holds Landlord harmless from any and all costs and expenses related to such activities. Tenant acknowledges that it has had an opportunity to inspect the Premises and accepts it "AS IS."

SECTION 43. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 44. CLEANLINESS: Tenant shall maintain its show windows in a neat and clean condition and shall keep sidewalks adjoining the Premises clean and free from rubbish, and shall store all trash and garbage within the Premises and shall arrange for the regular pick up of trash and garbage. Tenant shall not burn any trash of any kind in or about the building, nor shall Tenant permit rubbish, refuse, or garbage to accumulate or fire hazards to exist at the Premises. Tenant shall pay the cost of removal of any of Tenant's garbage, refuse and rubbish.

SECTION 45. DELIVERIES: All loading of goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or the Shopping Center. All deliveries must be made at the rear of the Premises and before 10:00 AM, EST, unless prior written consent is obtained from Landlord. Trailers or trucks shall not be permitted to remain parked overnight in any area

of the Shopping Center, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises, the Common Areas or the Shopping Center resulting from its deliveries.

SECTION 46. DISPLAY RESTRICTIONS: Tenant will display and maintain the Premises in a first class manner at all times. Tenant cannot display any items or merchandise outside the Premises for sale including at the front door and along the sidewalk of the Premises or of any Common Area. A violation of this clause by another Tenant located at the Shopping Center of which the Premises are a part, whether with or without the knowledge and/or consent of Landlord, does not permit Tenant to have the same violation.

SECTION 47. SIGNAGE/ADVERTISING: Tenant is responsible for installing its own signage. TENANT SHALL PLACE A PROFESSIONALLY PREPARED "COMING SOON" SIGN IN THE FRONT WINDOW OF THE PREMISES WITHIN TEN (10) DAYS AFTER EXECUTING THIS LEASE. Tenant shall promptly erect a wall sign within the area designated by Landlord, which sign shall be subject to the prior written review and approval of Landlord. Tenant must use the same size letters, same style, color and system so that the sign conforms to the other signs in the Shopping Center and to the sign criteria for the Shopping Center. Tenant covenants that it will keep all wall and pylon signs and any permitted directional signs under the canopy, as applicable, lit seven days a week from one hour before sunset until 11:00 P.M. In addition, Tenant will keep the lights in the front of its Premises, all canopy lights, night lights and/or security lights on the Premises illuminated until from one hour before dusk until at least one hour after sun rise. Landlord shall have the right to enter the Premises and adjust signage time clocks to ensure that all signs are lit to maintain uniform appearance at the Shopping Center. Tenant further covenants that any sign shall be maintained in good condition and repair at all times. Tenant agrees to use in its advertising and promotional activities for its business in the Premises such references to the name of the Shopping Center and such identifying lettering, marks, or symbols referring to the Shopping Center as Landlord shall specify from time to time. Tenant shall include the name of the Shopping Center and its address for the Premises and shall subscribe to a listing in the Yellow Pages of the local telephone director which shall be printed in bold type. The sign criteria for the Premises shall be as follows:

- a) All signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.
- b) The following signs are prohibited:
 1. flashing lights or animated signs
 2. audible devices and temperature signs
 3. all styrofoam, plastic, foam and wood signs
 4. all paper signs and banners of any kind (unless professionally prepared). In the event of any court-ordered "going out of business" sales, signage ordered by the court only can be placed inside the storefront glass along the store elevation.

5. no flood lights, flags, pennants or signs held by ropes
6. no window signage
7. balloons, sandwich boards, sidewalk signs, portable signage, signs, characters or mascots, parking lot signage and the like.

All signs are to be constructed at Tenant's sole cost and expenses and installed only with proper permits and approvals by licensed sign and electrical contractors. Tenant may not penetrate the building or façade in order to install signs. Tenant shall be responsible for the removal of its signage upon the expiration or termination of this Lease, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the Tenant reimbursing Landlord for its cost to repair the façade in the amount of \$2,500.00. Landlord may require, at its sole option) that Tenant's signage remain at the Shopping Center until a subsequent tenant installs substitute signage.

SECTION 48. PARKING: Tenant, store owners, store managers, and all other store employees must park in the rear parking lot only as specified by Landlord or such other areas as may be designated by Landlord from time to time. Front parking lots may only be used by patrons and customers. No one will be permitted to park in the Shopping Center overnight for any reason whatsoever. No storage of any merchandise or goods may be stored outside of the Premises or in the parking lots for any reason whatsoever.

SECTION 49. NON-WAIVER PROVISION: No assent, express or implied, by Landlord to any breach of any agreement or condition herein contained on the part of Tenant to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 50. OPTION TO RENEW: If Options to Renew are included in the Preamble hereof, then this Lease may be extended for such Option periods on the same terms and conditions set forth herein. Tenant may only exercise the Options to Renew if there exists no default or condition which would be a default either with the passage of time or the giving of notice to Tenant both at the time of the exercise of the Options to Renew and at the commencement of the extended term (the "Extended Term"). Subject to the conditions set forth herein, the Term of the Lease will be extended, and the Option will be deemed to be exercised, without the requirement of a further act, lease or agreement by either party, unless (i) Tenant, at least six (6) full calendar months prior to the expiration of the original Term or current Extended Term, shall give Landlord, notice in writing, by certified mail, return receipt requested, to the contrary, or (ii) if Tenant has not already affirmatively exercised its option in writing, by certified mail, return receipt requested, Landlord notifies Tenant in writing, by certified mail, return receipt requested, to the contrary not less than one (1) month prior to the expiration of the Term (or

current Extended Term, if any). If such a notice is provided, the Term of the Lease shall terminate on the last day of the original Term or the current Extended Term as the case may be. Absent such a notice and upon such an extension, the Term shall be automatically extended for the period of such Extended Term without the requirement of any further instrument, upon all of the same terms and conditions and provisions set forth in this Lease, except that the Monthly Base Rent payable during the Extended Term shall be increased on an annual basis by an amount equal to the greater of five (5%) percent over the prior year's Monthly Base Rent or the Monthly Base Rent for the Option periods as otherwise stated within the Lease and any Addenda thereto. If the Option rent is not otherwise stated within the Lease for the Extended Term, the Monthly Base Rent shall continue to increase by five (5%) per lease year/ calendar year, whichever is applicable, for each year during the Extended Term. In the event there are no further Options to Renew, Section 39 of this Lease (Notice of Termination at the End of Lease Term) shall apply.

SECTION 51. USE OF ADDITIONAL AREAS: The use and occupation of the Premises shall include the non-exclusive use, in common with others entitled thereto, of the Common Areas, employees' parking areas, service roads, mails, loading facilities, sidewalks and customer car parking areas as such Common Areas now exist or as such Common Areas may hereafter be constructed, and other facilities as may be designated from time to time by Landlord, subject however to the terms and conditions of this agreement and the Lease and to the rules and regulations for the use thereof as prescribed from time to time by Landlord.

SECTION 52. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises. *FOR FLORIDA LEASES ONLY – THE MONTHLY BASE RENT DOES NOT INCLUDE STATE OF FLORIDA SALES TAX (WHICH IS CURRENTLY 7% OF BASE RENT AND ADDITIONAL RENT), WHICH IS TO BE PAID MONTHLY ALONG WITH LESSEE'S MONTHLY BASE RENT PAYMENTS.*

SECTION 53. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for the payment of money, in the event it is prevented from so performing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control, but financial inability shall never be deemed to be a cause beyond a party's reasonable control, and in no event shall either party be excused or delayed in the payment of any money due under this Lease by reason of any of the foregoing.

SECTION 54. ADA/HANDICAPPED; CODE UPGRADES: Tenant agrees, at its sole expense, to comply

promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Tenant shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future. With regards to the physical structure of the Premises, Tenant will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. Tenant acknowledges that they will comply with the terms and conditions of the Federal Americans with Disabilities Act and bring the physical components of the Premises into compliance upon request. Tenant acknowledges and agrees that Landlord shall have no obligation in any manner to Tenant or any claimants on behalf of Tenant for the entrance to the Premises or the interior of the Premises.

SECTION 55. CONTROL OF COMMON AREAS BY

LANDLORD: All areas within the exterior boundaries of the Shopping Center which are now or hereafter held for lease or occupation by Landlord or used by other persons entitled to occupy floor space in the Shopping Center, including, without limiting the generality of the foregoing, all automobile parking areas, driveways, entrances and exits thereto, employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, retaining walls, exterior stairways, first aid stations, comfort stations, bus stops, opened and enclosed courts and malls and other areas and improvements provided by Landlord in or near the Shopping Center for the general use, in common, by tenants, their officers, agents, employees and customers (herein called "Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, but not the obligation, to construct, maintain and operate lighting facilities on all said areas and improvements, from time to time to change the area, level, location and arrangement of parking areas and other facilities herein above referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas and to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating, or in lieu thereof, to apply the net proceeds from such charges, after deduction of costs applicable thereto, to the reduction of the cost of maintaining the parking facilities.

Landlord shall have the right to close all or any portion of the Common Areas; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to the proper operation and maintenance of the Common Areas.

SECTION 56. CHANGES TO SHOPPING CENTER AND COMMON AREA:

Landlord hereby reserves

the right, at any time, to perform maintenance operations and to make repairs, renovations, alterations, or additions to, and to build additional stories on, the building in which the Premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements, including, but not limited to, structures for motor vehicle parking. Tenant agrees to cooperate with Landlord, permitting Landlord to accomplish any such maintenance, repairs, renovations, alterations, additions or construction. In connection with any such redevelopment or significant remodeling of the Shopping Center, if such activity would include and/or affect the Premises, Landlord retains the right to terminate this Lease upon ninety (90) days' written notice. The purpose of the site plan attached hereto as Exhibit A only is to show the approximate location of the Premises. Landlord reserves the right, at any time, to add to or reduce or to relocate the various buildings, automobile parking areas, sidewalks, roadways, curb cuts and any other Common Areas as shown on the site plan. Landlord may expand the Shopping Center beyond its present boundaries, or may convey a portion of the Shopping Center to another party. The term "Shopping Center" shall be deemed to mean for all purposes hereunder the entire development shown on Exhibit "A" including any and all structures, parking facilities, roadways, common facilities and the like built (or to be built) thereon and including any parking, access and utility easements appurtenant thereto, as the same may from time to time be reduced by eminent domain takings, dedications to public authorities, or exclusions by Landlord of portions thereof, or increased by the addition of other lands together with structures and the like thereon which may from time to time be designated by Landlord as constituting part of the Shopping Center. Additionally, Landlord, at its option, reserves the right to relocate Tenant into another space of similar square footage in the Shopping Center. Tenant shall be advised of said relocation on or before thirty (30) days prior to said relocation. In the event Tenant shall not agree to the relocation as provided herein, at Landlord's option, this Lease shall be canceled and of no further force or effect and Landlord shall not be liable to Tenant for any damages of any kind whatsoever.

SECTION 57. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security for its own employees, agents, merchandise and fixtures within the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises.

SECTION 58. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. Tenant shall immediately discharge any lien filed against the property or any part thereof immediately. Tenant shall deliver to Landlord all necessary lien releases and waivers. In addition to all other remedies available, Landlord may elect to discharge such lien. In that event, Tenant agrees to pay Landlord a sum equal to the amount of such lien, plus Landlord's costs, attorneys' fees, expenses and damages thereby caused to Landlord. Tenant will indemnify and hold Landlord harmless from any and all claims arising out of any and all liens placed

upon the property. Tenant acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this section shall survive the expiration or early termination of this Lease.

SECTION 59. HOLDOVER: If Tenant remains in the Premises for any time period beyond the expiration of this Lease (which shall include Tenant's failure to deliver the keys to the Landlord), such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to three (3) times the Monthly Base Rent and operating expenses as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover). This payment shall not constitute Rent for such holdover period, but shall reimburse Landlord for the damages it suffers on account of such holdover. The parties hereto agree that in the event of a holdover, Landlord's damages will be difficult to ascertain and that Tenant specifically agrees that the aforementioned payment shall constitute appropriate compensation for such losses.

SECTION 60. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be Hold Thyssen, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 61. NO OFFER: THE PRESENTATION OF THIS LEASE BY LANDLORD DOES NOT CONSTITUTE AN OFFER WHICH MAY BE ACCEPTED BY TENANT. THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND DELIVERY OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 62. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, upon not less than ten (10) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the Shopping Center. If such an estoppel is not executed within this ten (10) day period, in addition to other default remedies provided herein, Tenant shall pay Landlord one hundred (\$100) dollars per day for each day of delay. Further, Tenant agrees that if it shall fail

at any time to execute, acknowledge and deliver any such instrument within ten (10) days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

SECTION 63. MISCELLANEOUS:

A. CAPTIONS AND SECTION NUMBERS: The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

B. CONSTRUCTION OF CERTAIN TERMS: As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. COUNTERPARTS: This Lease and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Shopping Center and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

- E. **RECORDING:** The parties hereto agree not to record this Lease.
- F. **CONFIDENTIALITY:** Tenant shall not disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent. In addition to any other remedies afforded to Landlord herein or at law or in equity, all rent concessions provided hereunder shall immediately cease if Tenant violates this confidentiality requirement.
- G. **SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- H. **LANDLORD-TENANT RELATIONSHIP:** Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.
- I. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared valid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.
- J. **BROKERS:** Other than in connection with any brokers listed in the Preamble, There are no brokerage commissions due under this Lease or that shall become due upon the renewal or extension of this Lease. Tenant shall hold Landlord harmless against any claims for brokerage commissions arising out of any conversations or communications had by Tenant with any broker.
- K. **GOVERNING LAW:** This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Premises are located.
- L. **MULTIPLE TENANT SIGNATORIES:** In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to the Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for

Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

SECTION 64. GUARANTY OF LEASE OBLIGATIONS: This Lease shall be personally guarantied by the Guarantor listed in the preamble hereof (if any) in the form of Guaranty attached hereto as Exhibit C.

Exhibit "A" Location of Premises and Site Plan
Exhibit "B" Annual and Monthly Base Rent
Exhibit "C" Guaranty

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year above written.

Witnesses:

Witness Name:

Witness Name:

Witness Name:

Witness Name:

LANDLORD:

ALS COMMERCIAL II, LLC

By: _____
Steven Goldfarb
Authorized Representative

TENANT:

Below By: _____

By: _____

Title: _____

EXHIBIT "A"
Location of Premises and Site Plan

EXHIBIT "B"
ANNUAL AND MONTHLY RENT SCHEDULE