

CHICAGO PREMIUM OUTLETS EXPANSION, LLC,
a Delaware limited liability company

Landlord

TO

RISE PIES, LLC,
an Ohio limited liability company

Tenant

d/b/a
"Rise Pies"

LEASE

Dated: April 30th, 2015

Premises in the Chicago Premium Outlets
Aurora, Illinois

Unit: 1700

4/14/15
4/6/15
3/23/15
3/10/15
2/5/15

LEASE

THIS LEASE, made the 30th day of April, 2015, between CHICAGO PREMIUM OUTLETS EXPANSION, LLC, a Delaware limited liability company, having an office at c/o Simon Property Group - Premium Outlets, 225 West Washington Street, Indianapolis, IN 46204-3438 (herein, except as otherwise provided, called "Landlord"), and CHESTNUT LAND COMPANY, an Ohio corporation having an office at 7629 Market Street, Suite 200, Youngstown, Ohio 44512 (herein, except as otherwise provided, called "Tenant");

ARTICLE I
DEFINITIONS

1.01 SPECIAL DEFINITIONS. As used herein the following terms and phrases shall have the meanings indicated:

A. Advertising Fee: An amount (subject to annual increase as provided in Section 3.05) at the initial annual rate of \$4.00 multiplied by the Floor Space of the Demised Premises. The Advertising Fee is determined on a calendar year basis and is subject to annual increase, effective January 1 following the Commencement Date and on each January 1 thereafter, by three (3%) percent per annum.

B. Base Gross Sales: An amount equal to the quotient of the then Fixed Rent divided by the Percentage Rent Rate (i.e., the "Natural Breakpoint"), as shown on the following schedule:

Starting Month	Ending Month	PSF Rate	Sales Breakpoints	Percent of Sales
1	12	\$400.00	\$1,200,000.00	10.0000%
13	24	\$412.00	\$1,236,000.00	10.0000%
25	36	\$424.40	\$1,273,200.00	10.0000%
37	48	\$437.10	\$1,311,300.00	10.0000%
49	60	\$450.20	\$1,350,600.00	10.0000%
61	72	\$463.70	\$1,391,100.00	10.0000%
73	84	\$477.60	\$1,432,800.00	10.0000%
85	96	\$491.90	\$1,475,700.00	10.0000%
97	108	\$506.70	\$1,520,100.00	10.0000%
109	120	\$521.90	\$1,565,700.00	10.0000%

C. Broker: None.

D. Commencement Date: The date on which the Demised Premises is vacant and available for Tenant's occupancy as set forth in a written notice from Landlord or, in any instance where Landlord is required to do work in the space, the date on which Landlord's Work has been substantially completed and the Demised Premises is available for Tenant's occupancy. Any entry by Tenant or Tenant's representative or agent prior to the Commencement Date shall be subject to all the terms and conditions of this Lease, other than with respect to the payment of Fixed Rent and those recurring Additional Rent charges expressly identified herein as not commencing until the Rent Commencement Date. Landlord anticipates the Commencement Date to occur on or about May 28, 2015.

E. Operating Cost Charge ("OC Charge"): Tenant's annual contribution toward the costs of operating and maintaining the Shopping Center and its common areas. Tenant's OC Charge for the calendar year 2015 shall be \$13.65 per square foot. Tenant's OC Charge shall be increased on January 1, 2016, and on each January 1st thereafter, by five percent (5%) of the Operating Cost Charge then in effect.

F. Demised Premises: The area depicted on Exhibit "B", attached, and designated by Landlord as Unit 1700 and deemed, for purposes of this Lease, to have a Floor Space of 3,000 square feet.

G. Fixed Rent: An amount at the initial annual rate of \$40.00 multiplied by the Floor Space of the Demised Premises. Beginning with the second Lease Year, and each Lease Year thereafter, the then Fixed Rent shall be increased by three (3%) percent, all in accordance with the

following schedule:

Starting Month	Ending Month	PSF Rate	Annual Rate	Monthly Rent
1	12	\$40.00	\$120,000.00	\$10,000.00
13	24	\$41.20	\$123,600.00	\$10,300.00
25	36	\$42.44	\$127,320.00	\$10,610.00
37	48	\$43.71	\$131,130.00	\$10,927.50
49	60	\$45.02	\$135,060.00	\$11,255.00
61	72	\$46.37	\$139,110.00	\$11,592.50
73	84	\$47.76	\$143,280.00	\$11,940.00
85	96	\$49.19	\$147,570.00	\$12,297.50
97	108	\$50.67	\$152,010.00	\$12,667.50
109	120	\$52.19	\$156,570.00	\$13,047.50

H. Guarantor: Chestnut Land Company, an Ohio corporation

I. Initial Term: The period of ten (10) years commencing on the Rent Commencement Date and ending on the last day of the tenth (10th) Lease Year.

J. Lease Year: A period of twelve (12) consecutive months during the Lease Term, the first full Lease Year commencing on the Commencement Date and continuing through the twelfth (12th) full calendar month occurring on or after the Rent Commencement Date (provided, that if the Rent Commencement Date occurs on the first day of a calendar month, the month in which the Rent Commencement Date occurs shall be deemed the first full calendar month).

K. Marketing Entry Charge: A one-time charge at the rate of \$4.00 multiplied by the Floor Space of the Demised Premises and due together with Tenant's first installment of Rent.

L. Option to Extend: None.

M. Percentage Rent Rate: Ten (10%) percent.

N. Permitted Uses: The Demised Premises shall be used as a fast casual restaurant, selling pizza, pasta, 'Italian sandwiches', salads, desserts, and non-alcoholic beverages, as displayed on the menu attached hereto as Exhibit "E", which menu shall not be materially changed without the prior consent of Landlord, it being agreed and understood by and and, if Tenant elects, including the sale of alcoholic beverages, provided, however, that Tenant may make menu changes to comport with changes made generally to other "Rise Pies" restaurants provided it remains in keeping with the sale of traditional "Italian" food items and does not otherwise violate any exclusive uses granted by Landlord to other tenants of the Shopping Center. Tenant shall not sell any items that are manufactured by or for any other tenant or occupant of the Shopping Center, or which may violate the exclusive rights of any other Tenant in the Shopping Center. See also the provisions of Sections 6.01 and 6.02.

O. Real Estate Tax Charge: Tenant's annual proportionate share of Real Estate Taxes. The Landlord estimates that Tenant's proportionate share of Real Estate Taxes for calendar year 2015 only shall be \$16.15 per square foot of the Floor Space of the Demised Premises.

P. Rent Commencement Date: The earlier of (i) the date Tenant opens for business or (ii) ninety (90) days following the Commencement Date.

Q. Security Deposit: None.

R. Shopping Center: That certain Shopping Center known as Chicago Premium Outlets, located in the Town of Aurora, County of Kane, State of Illinois, as same may, from time to time, be reduced or increased by the deletion or addition by Landlord or its affiliate(s) of lands and/or buildings and other improvements.

S. Tenant's Trade Name: "Rise Pies".

T. Sprinkler Review Fee: Not Applicable.

U. Tenant Improvement Allowance: An amount not to exceed the one Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), to be disbursed in accordance with the provisions of Section 2.02(C) hereof.

V. Tenant's Illinois Business Taxpayer ("IBT") Number: 14233-44640.

1.02 GENERAL DEFINITIONS: As used herein the following terms and phrases shall have the meanings indicated:

A. Additional Rent: All amounts payable by Tenant to Landlord under this Lease other than Fixed Rent, or pursuant to any other agreement entered into by or between Tenant, Landlord and/or any third party with respect to Tenant's occupancy of the Demised Premises, including but not limited to any agreement relating to billboards, garbage collection or signage.

B. The words calendar year shall mean any twelve-month period commencing on a January 1, and the words calendar quarter shall mean any three-month period beginning on either a January 1, an April 1, a July 1 or an October 1.

C. Common Areas: All areas, spaces and improvements to the Shopping Center which Landlord makes available from time to time for the common use and benefit of the tenants and occupants of the Shopping Center, including, without limitation, parking areas, roads, walkways, promenades, sidewalks, open and covered courts and malls, if any, landscaped and planted areas, community rooms, if any, Shopping Center office, if any, public rest rooms, if any, and those portions of utility and sewer lines and systems and fire protection and sprinkler alarm systems serving the common use and benefit of the tenants and occupants of the Shopping Center.

D. Common Area Costs: All those costs and expenses incurred by Landlord for the maintenance, policing, securing, repair, replacement, administration, insurance, environmental monitoring, operation and management of the Shopping Center. Tenant will pay a fixed, annual contribution toward Common Area Costs (the "OC Charge") as described in Articles 1.01E and 3.04.

E. Event of Default: Any of the events set forth in Section 13.01 as an Event of Default.

F. Floor Space: The floor area stated in square feet bounded by the exterior faces of the exterior walls, or the exterior or Common Areas face of any wall between the Demised Premises and any portion of the Common Areas, or the center line of any wall between two occupants. With respect to the Demised Premises, Floor Space shall include, without limitation, corridors, alleys, passageways and all other areas if the same are for the exclusive use of the Demised Premises and shall include the aggregate floor area of all levels or stories of the Demised Premises including any basement and mezzanine levels and shall also include the floor area contained in any recessed entrances, but excluding any roof except such portion thereof (other than cooling towers, mechanical rooms and chimneys, if any) as is permanently enclosed and no deduction or exclusion shall be made from Floor Space otherwise computed by reason of stairs, elevators, escalators, interior partitions, columns or other interior construction or equipment. With respect to the Shopping Center, Floor Space shall include all (and only such) floor area of premises in the Shopping Center available for retail or commercial tenancy, as subject to change from time to time, and shall not include any kiosks, other non-permanent facilities or office facilities.

G. Gross Sales: The dollar aggregate of: (a) the actual sales price of all goods and merchandise sold, leased or licensed and the charges for all services performed by Tenant or otherwise from all business conducted at or from the Demised Premises, whether made for cash, by check, credit or otherwise, without reserve or deduction for inability or failure to collect the same, including, without limitation, sales and services (i) where the orders therefor originate at or are accepted at or from the Demised Premises, whether delivery or performance thereof is made at or from the Demised Premises or any other place, it being understood that all sales made and orders received at or from the Demised Premises shall be deemed to have been made and completed therein even though the orders are fulfilled elsewhere or the payments of account are transferred to

some other office for collection, and all orders which result from solicitation off the Demised Premises but which are conducted by personnel operating from or reporting to or under the control or supervision of any person at the Demised Premises shall be deemed part of Gross Sales, (ii) pursuant to mail, telegraph, telephone, internet or other similar orders received or filled at or from the Demised Premises, and (iii) by means of mechanical or other vending devices; and (b) all moneys or other things of value received by Tenant from its operations at the Demised Premises (which are not excluded from Gross Sales by the next succeeding sentence) including all finance charges, cost of gift or merchandise certificates and all deposits not refunded to customers. Gross Sales shall not include (u) cash refunds for merchandise returned to Tenant at the Demised Premises, the selling price of which was previously included in Gross Sales (but in no event to exceed the amount of such cash refund), (v) any merchandise returned for credit to shippers, jobbers, wholesalers or manufacturers, (w) any sums received in settlement of claims for loss or damage to merchandise, (x) the exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and neither for the purpose of depriving Landlord of the benefits of a sale which would otherwise be made at or from the Demised Premises nor for the purpose of consummating a sale which has been theretofore made at or from the Demised Premises, (y) sales of fixtures which are not part of Tenant's stock in trade and not sold in the regular course of Tenant's business, or (z) the amount of any city, county, state or federal sales tax, luxury tax or excise tax on sales if the tax is added to the selling price and separately stated and actually paid to the taxing authority by Tenant; provided, however, no franchise or capital stock tax and no income or similar tax based upon income, profits or Gross Sales shall be deducted from Gross Sales in any event whatsoever, (aa) discounted sales to employees not to exceed two percent (2%) of Gross Sales, or (bb) sales of products sold at no profit for charitable purposes, not to exceed two percent (2%) of Gross Sales. Cash or credit refunds made upon transactions included within the Gross Sales, but not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, shall be deducted from the Gross Sales for the period when such refunds are made. Each charge or sale upon installment or credit or layaway, so called, shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment from its customer. Each lease or rental or license of merchandise to customers shall be treated as a sale in the month in which the lease, rental or license is made for a price equal to the total rent or license fee payable. For purposes of this definition the term Tenant shall include any of Tenant's subtenants, concessionaires, and licensees.

H. Landlord: The owner for the time being, of the interest of Landlord under this Lease as owner of the fee of the Demised Premises or as lessee under any ground lease or underlying lease of premises including the Demised Premises, so that in the event of any sale or transfer of the fee of the Demised Premises (other than a sale with a leaseback to the grantor) or any assignment of Landlord's interest under such ground lease or underlying lease, the grantor, transferor or assignor, as the case may be, shall be and hereby is entirely relieved and freed of all obligations of Landlord under this Lease accruing after such sale, transfer or assignment, and the grantee, transferee or assignee, as the case may be, shall be deemed to have assumed and agreed to perform and observe all of the obligations of Landlord under this Lease during the period it is the owner of the interest of Landlord under this Lease but subject, however, to any provisions of this Lease limiting Landlord's liability.

I. Mortgage: Any mortgage or deed of trust, and the word mortgagee shall mean the holder of any mortgage or the beneficiary of any deed of trust.

J. Percentage Rent: The amount for any period computed in accordance with the provisions of Section 3.02.

K. Person: A natural person, a partnership, a corporation and any other form of business or legal association or entity.

L. Price Index: The Consumer Price Index for Urban Wage Earners and Clerical Workers—U.S. City Average issued by the Bureau of Labor Statistics of the United States Department of Labor or any successor index. If at any time said Consumer Price Index is no longer published, then the term Price Index shall mean an index selected by Landlord comparable to said Consumer Price Index.

M. Real Estate Taxes: All taxes all payments in-lieu-of-taxes (sometimes

referred to as "PILOT" charges) and assessments, ordinary and extraordinary, general and special, foreseen and unforeseen, levied or assessed upon or with respect to the ownership of and/or all other taxable interests in the property in question (land, buildings and other improvements) imposed by any taxing authority having jurisdiction, and all costs and expenses incurred in connection with the negotiation or contesting of Real Estate Taxes. If at any time the methods of taxation shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Real Estate Taxes now levied, assessed or imposed there shall be levied, assessed or imposed by any government body (a) a gross receipts or excise tax or license fee on the rents received or (b) any other type of tax or other imposition in lieu of, or as a substitute for, or in addition to, the whole or any portion of any Real Estate Taxes, then the same shall be included as Real Estate Taxes. Landlord and Tenant recognize that there may be imposed new forms of taxes, assessments, charges, levies or fees, or there may be an increase in certain existing taxes, assessments, charges, levies or fees placed on, or levied in connection with, the ownership, leasing, occupancy or operation of the Shopping Center and its facilities. All such new or increased taxes, assessments, charges, levies or fees which are imposed or increased, including, but not limited to, any taxes, assessments, charges, levies and fees assessed or imposed due to the existence of this Lease and the leases of other tenants or occupants of the Shopping Center or for the purpose of funding services or special assessment districts theretofore funded by real property taxes, shall also be included within the meaning of 'Real Estate Taxes' as used herein. Real Estate Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax.

N. Rent: The Fixed Rent plus the Additional Rent.

O. Requirements: All laws, statutes, ordinances (including, but not limited to, building codes and zoning regulations and ordinances), orders, rules, regulations and requirements of all federal, state, county and municipal governments, and the appropriate agencies, officers, departments, boards and commissions thereof, and the board of fire underwriters and/or the fire insurance rating organization or similar organization performing the same or similar functions, whether now or hereafter in force, applicable to the Shopping Center or any part thereof and/or the Demised Premises or the use or manner of use of the Shopping Center or any part thereof and/or the Demised Premises or the sidewalks and curbs adjacent thereto.

P. Term: The Initial Term and the Extended Period(s), if any, as to which Tenant shall have effectively exercised its right to extend, but in any event the Term shall end on any date when this Lease is sooner terminated.

ARTICLE II DEMISE AND CONSTRUCTION

2.01 DEMISE. Upon and subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Demised Premises, for the Term. Tenant also acknowledges that Landlord reserves the right to change the unit designation of the Demised Premises. Notwithstanding the foregoing, Landlord reserves exclusively to itself and Tenant shall have no right in and to (a) the use of the exterior faces of all perimeter walls, (b) the use of the roof, (c) the use of the land, improvements and space below the bottom of the lower floor slabs of the Demised Premises and above the interior surface of the ceiling of the Demised Premises, and (d) the use of the improvements and space above the highest ceiling of the Demised Premises. Landlord also reserves and Tenant shall have no right in and to the air rights above Tenant's store.

2.02 CONSTRUCTION. A. Landlord shall construct and complete the Demised Premises to the extent required to substantially comply with the "Landlord's Work" requirements of Exhibit "A", attached hereto ("Landlord's Work").

B. Tenant shall construct its initial interior improvements to the Demised Premises ("Tenant's Work") in accordance with plans and specifications which have been submitted to, and as approved by, Landlord, and in accordance with the "Tenant's Work" provisions of Exhibit "A". Such construction shall be performed using union labor (as, and to the extent that union labor is necessary or required in the geographic area of the Shopping Center) and in a good and workmanlike manner using quality materials at Tenant's sole cost and expense.

C. Provided Tenant has completed all of Tenant's Work in accordance with the plans approved by Landlord and provided, further, that Tenant furnishes evidence satisfactory to Landlord of such completion and that all of Tenant's Work has been paid for in full and no liens have attached or may attach as the result thereof, and no default in, breach of, or failure to perform, this Lease exists and Tenant has paid or reimbursed Landlord all amounts owed to Landlord pursuant to this Lease and has opened its store for business and has executed such other instruments and documents as may be required under this Lease or otherwise required by Landlord's mortgagee to be executed, Landlord shall pay to Tenant the Tenant's Improvement Allowance, subject to Landlord's right to deduct any Fixed Rent, Percentage Rent, Additional Rent, expenditures by Landlord pursuant to Article 6.06 of the Lease, or other amounts owed by Tenant to Landlord pursuant to the terms of this Lease as of the date of payment. Landlord shall remit the Tenant Improvement Allowance to Tenant within sixty (60) days of its receipt of the following:

- (i) Proof of Payment. Evidence satisfactory to Landlord that all of Tenant's Work has been completed and paid for in full (including copies of paid invoices, receipts, purchase orders or other proof evidencing payment for Tenant's Work), together with proof that any and all liens therefor that have been recorded or noticed have been discharged of record or waived, and that no security interests relating thereto are outstanding.
- (ii) Tenant's Affidavit: An affidavit from Tenant listing all contractors and any material suppliers in the employ of said Tenant who have provided goods or services for the completion of Tenant's Work in the Demised Premises.
- (iii) Tenant Contractor's Affidavit: An affidavit from Tenant's general contractor listing all parties who have furnished materials or labor or services to that contractor for completion of Tenant's Work in the Demised Premises.
- (iv) As-Built Drawings: Electronic copies (or CD-Rom copy) of Tenant's as-built plans.
- (v) Certificate of Occupancy: Copies of all certificates and other approvals with respect to Tenant's Work that may be required from any government authority and any board of fire underwriters or similar body for the use and occupancy of the Demised Premises.
- (vi) IRS Form W-9: Tenant must submit to Landlord a completed IRS Form W-9 prior to payment of any portion of Tenant's Improvement Allowance.
- (vii) Estoppel Certificate: A Tenant-executed estoppel certificate to the extent same may be required by Landlord's mortgagee, if any.

Tenant's Improvement Allowance shall be used only for alterations, improvements, fixtures and equipment that become part of, or are attached or affixed to the Demised Premises, but excluding trade fixtures, furniture and furnishings or other personal property. Tenant agrees to supply a separate Affidavit confirming that Tenant's Improvement Allowance was used solely by Tenant for such purposes.

2.03 ACCEPTANCE OF DEMISED PREMISES. The entry by Tenant upon the Demised Premises shall be conclusive evidence against Tenant as an admission that every part of the Demised Premises is accepted "as is". Landlord shall have no responsibility in any respect for damages to property of Tenant caused by water, flooding, waves or fluids of any nature or origin whatsoever excluding damages caused by Landlord's negligence, or that of its agents, contractors, servants or employees. Tenant hereby waives any and all benefits or rights to which Tenant might become entitled by reason of any and all provisions of law that permit a tenant to make repairs at the expense of a landlord or to terminate a lease by reason of the condition of the Demised Premises.

ARTICLE III
FIXED RENT, ADDITIONAL RENT AND SECURITY

3.01 PAYMENT OF FIXED RENT AND ADDITIONAL RENT. Commencing upon the Rent Commencement Date, Tenant shall pay the Fixed Rent in equal monthly installments in advance of the first day of each month during the Term, subject, however, to the Free Rent Period, if any. If the Rent Commencement Date is not the first day of a month, Fixed Rent for the period commencing on the Rent Commencement Date and ending on the last day of the month in which the Rent Commencement Date occurs shall be apportioned on the basis of the number of days in said month as compared to 365 days and paid on the Rent Commencement Date. The Fixed Rent and all Additional Rent shall be paid promptly when due, in lawful money of the United States, without notice or demand and without deduction, abatement, counterclaim or setoff of any amount or for any reason whatsoever, to Landlord at the address of Landlord set forth at the head of this Lease or such other address as Landlord may designate or to such other person as Landlord may designate.

3.02 PERCENTAGE RENT. A. Within 15 days after the end of each calendar month, Tenant shall submit to Landlord a statement certified by Tenant (by an authorized officer if Tenant is a corporation or by a partner if Tenant is a partnership) stating the Gross Sales (including an itemization of all claimed deductions therefrom) for such month. For that calendar month in which cumulative Gross Sales for the Lease Year in question shall exceed Base Gross Sales for Lease Year, Tenant shall simultaneously therewith pay to Landlord, as Percentage Rent, an amount equal to the product of (a) the Percentage Rent Rate and (b) the difference between the cumulative Gross Sales for the Lease Year in question and the Base Gross Sales. Thereafter, Tenant shall pay simultaneously with each monthly report to Landlord, as Percentage Rent, for the remainder of such calendar year, an amount equal to the product of (a) the Percentage Rent Rate and (b) the Gross Sales for each succeeding calendar month and after the end of the Term, Tenant shall submit to Landlord a statement certified by Tenant (by an authorized officer if Tenant is a corporation or by a partner if Tenant is a partnership) or by an independent certified public accountant stating the Gross Sales (including an itemization of all claimed deductions therefrom), for such Lease Year or partial Lease Year, as the case may be. Tenant shall require its subtenants, concessionaires and licensees to furnish similar statements as are required hereunder. All such statements shall be in such form and style and contain such details and breakdown as Landlord may reasonably require. If Tenant shall fail to prepare and deliver said statement of Gross Sales required herein, Landlord, upon ten (10) days written notice to Tenant, may do any and all of the following: (i) elect to treat Tenant's failure to report as a default of this Lease, with respect to which Tenant shall not be entitled to any further notice or opportunity to cure; (ii) to estimate Tenant's Gross Sales for any non-reported period and bill Tenant for Percentage Rent accordingly.

B. Tenant will install, and during the Term of this Lease will maintain, a cash register or registers capable of recording continuous totals of all receipts of sales made and services rendered in and from the Demised Premises. For at least 24 months after the expiration of each calendar year (including any partial calendar year at the beginning of the Term) and after the end of the Term, Tenant shall keep and maintain (and shall cause all subtenants, concessionaires and licensees to keep and maintain) in the Demised Premises or the main office of Tenant full and accurate books of account and records (including, without limitation, the records of the aforementioned cash register or registers) from which the Gross Sales can be determined for the period in question. Landlord shall have the right from time to time during such 24 month period to inspect and audit all such books and records relating to Gross Sales, and Tenant, each subtenant, concessionaire and licensee will produce the same on request of Landlord. If any such inspection and audit discloses that the Gross Sales were understated, Tenant shall forthwith pay to Landlord any additional Percentage Rent shown to be payable, and if the Gross Sales for any calendar year or partial calendar year were understated by more than 2%, Tenant shall also pay the cost of Landlord's inspection and audit. Landlord does not, in any way or for any purpose, become a partner or joint venturer with Tenant hereunder. The provisions of this Lease relating to Percentage Rent are included solely for the purpose of providing a method whereby rentals are to be measured and ascertained.

C. Tenant acknowledges that, in connection with its receipt of local development approvals from the City of Aurora, Landlord is required to proceed the City with evidence of sales tax revenues generated from the Shopping Center. Toward that end, Tenant agrees to provide Landlord, upon Landlord's request, with Tenant's Tax Identification Number for the State of Illinois. If presently available, the Tax Identification Number is set forth in Article 1.01 (V). If not presently available, Tenant agrees to provide Landlord with the number prior to the Delivery Date. Landlord covenants that the information provided by Tenant hereunder shall be shared and kept confidential and shall only be shared with the City in connection with its

commitment under the aforementioned funding requirements, except as may otherwise be required by law.

3.03 REAL ESTATE TAXES. A. Landlord shall estimate Tenant's annual proportionate share of Real Estate Taxes (which estimate may be changed by Landlord, at any time and from time to time), and Tenant shall pay to Landlord 1/12th of the amount so estimated on the first day of each calendar month in advance. Until Landlord shall have delivered a revised estimate to Tenant, Tenant shall continue to pay its proportionate share of Real Estate Taxes at the same rate as Tenant was then paying (*i.e.* Tenant shall continue to make the same monthly installment until a revised estimate is delivered). After Landlord delivers a revised estimate, Tenant shall pay to Landlord any shortfall between the estimated monthly payments, as revised, and the actual payments made to date for the calendar year in question. Tenant shall also pay to Landlord on demand from time to time the amount which, together with the previously specified monthly installments, will be sufficient to pay Tenant's proportionate share of any such Real Estate Taxes thirty (30) days prior to the date when such Real Estate Taxes shall first become due. If Tenant's proportionate share eventually calculated for any period is more or less than the amount paid for such period, Tenant shall pay to Landlord the deficiency within ten (10) days of demand, or Landlord shall, at its option, refund to Tenant the excess or credit the excess against the next installment of Additional Rent for Real Estate Taxes coming due. If the Commencement Date hereunder is not the first day of the month, the Real Estate Tax Charge for the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs shall be apportioned on the basis of the number of days in said month and shall be paid on the Commencement Date. Any Real Estate Taxes for a real estate fiscal tax year, a part of which is included within the period in question for the above computations and a part of which is not so included, shall be apportioned on the basis of the number of days in the real estate fiscal tax year included in the period in question for the purpose of making the above computations. If, after Tenant shall have made a payment of Real Estate Taxes, Landlord shall have received a refund of any portion of the Real Estate Taxes on which such payment shall have been based, Landlord shall pay to Tenant that proportion of the net refund, after deducting all expense(s) (including, without limitation, interest, penalties, reasonable attorneys' fees and appraisers' fees) incurred in obtaining such refund and not already included in Real Estate Taxes, which the Real Estate Taxes in question paid by Tenant bear to the entire amount of Real Estate Taxes included in the tax bill in question and paid with respect to the Shopping Center. Tenant's proportionate share of Real Estate Taxes shall be the Real Estate Taxes for the period in question, multiplied by a fraction the numerator of which shall be the Floor Space of the Demised Premises and the denominator of which shall be ninety percent (90%) of the Floor Space of that portion of the Shopping Center which shall be included in the tax bill(s) in question.

B. Notwithstanding anything contained in this Lease to the contrary, Landlord shall, in calculating Tenant's proportionate share of Real Estate Taxes, have the further right to exclude in such calculation from the Floor Space of the Shopping Center the Floor Space allocated to any Major Space. The term "Major Space" shall mean any individual tenant space having at least 12,000 square feet of Floor Space. It is understood that any sums collected by Landlord from the tenant of any Major Space with respect to Real Estate Taxes for the period in question shall be deducted from the Real Estate Taxes for such period in calculating Tenant's proportionate share thereof.

3.04 OPERATING COST CHARGE. In consideration of Landlord's operation, management, maintenance and repair of the Shopping Center as provided herein, Tenant shall pay to Landlord, as Additional Rent, for and with respect to each and every calendar year during the Term (prorated for any partial calendar year), in equal monthly installments due and payable in advance on the first day of each and every month during the Term commencing with the Rent Commencement Date, the OC Charge as calculated pursuant to Section 1.01(E) herein. Tenant acknowledges and agrees that, because the OC Charge is an amount agreed to by the parties, Tenant shall have no right to review or audit Landlord's books and records concerning common area costs or the OC Charge.

3.05 ADVERTISING FEE. Commencing upon the Commencement Date, Tenant shall pay, as additional rent to Landlord the Advertising Fee, in equal monthly installments in advance on the first day of each month during the Term, except that if the Commencement Date is not the first day of a month, the Advertising Fee for the period commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs shall be apportioned on the basis of the number of days in said month.

3.06 LATE CHARGES AND RETURN CHECK CHARGES. Tenant acknowledges that late payment to Landlord of any Fixed Rent or Additional Rent will cause Landlord to incur costs not contemplated by this Lease, the exact costs being extremely difficult to ascertain. Accordingly, if payment of any Fixed Rent or Additional Rent shall not have been paid by the date on which such amount was due and payable a late charge equal to the greater of (i) Fifty Dollars (\$50.00) and (ii) one and one-half percent (1½%) per calendar month or any part thereof (or, if such amount exceeds the then maximum lawful interest rate, the then maximum lawful interest rate), from the date on which such amount was due, on the amount overdue shall, at the Landlord's option, be payable as damages for Tenant's failure to make prompt payment. In addition to any other penalties or remedies available to Landlord in the event of any late payment by Tenant, if any check in payment of any Fixed Rent or Additional Rent is returned to Landlord by Tenant's bank by reason of insufficient funds, uncollected funds or otherwise, a return check administrative charge of Fifty Dollars (\$50.00) shall be payable to Landlord by Tenant. The late charges and return check administrative charges for any month shall be payable the first day of the following month, and in default of payment of any such charges, Landlord shall have (in addition to all other remedies) the same rights as provided in this Lease for nonpayment of Rent. Landlord and Tenant agree that the foregoing late charges and return check administrative charges represent a reasonable estimate of the costs which Landlord will incur by reason of late payment by Tenant and returned checks, and are fair compensation to Landlord for its loss suffered by such late payment or returned check. Nothing in this Section contained and no acceptance of late charges by Landlord shall be deemed to extend or change the time for payment of Fixed Rent or Additional Rent.

Notwithstanding the foregoing, Tenant shall receive two (2) written notices per calendar year of late payments before such charges are imposed.

3.07 SECURITY DEPOSIT. Intentionally deleted.

3.08 ACCORD AND SATISFACTION. No payment by Tenant or receipt by Landlord of any lesser amount than the amount stipulated to be paid hereunder shall be deemed other than on account of the earliest stipulated Fixed Rent or Additional Rent; nor shall any endorsement or statement on any check or letter be deemed an accord and satisfaction, and Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord.

3.09 TAX ON RENTS. Tenant acknowledges and agrees that the amounts set forth herein as Rent or Additional Rent do not include any and all applicable sales or other tax that may be due on the payment or collection of commercial rents and/or other charges. In any state or jurisdiction where tax is to be collected upon commercial rents and/or other charges, Tenant shall pay to Landlord, together with the Rent and Additional Rent due hereunder, any and all applicable tax due and payable to any government authority as a result of the Rent or Additional Rent being paid hereunder.

ARTICLE IV COMMON AREAS AND PARKING

4.01 MAINTENANCE OF AND CHANGES IN COMMON AREAS. Subject to the provisions of Section 7.04, Landlord will operate, manage, equip, light, repair and maintain, or cause to be operated, managed, equipped, lighted, repaired and maintained, the Common Areas for their intended purposes and in a manner consistent with a first-class retail outlet shopping center. Landlord reserves the right, at any time and from time to time to make changes, additions, alterations or improvements in and to such Common Areas (including, without limitation, the right to construct, within the Common Areas, kiosks, fountains, bird cages, aquariums, planters, pools and sculptures, and to install vending machines, telephone booths, benches and the like), provided same shall not unreasonably block or interfere with Tenant's means of ingress or egress to and from the Demised Premises. Landlord agrees that it shall maintain the Common Areas in a first class manner in keeping with the standards of Landlord's other retail centers.

4.02 USE OF COMMON AREAS. Tenant and its subtenants, concessionaires and licensees and their respective officers, employees, agents, customers and invitees, shall have the

non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant such rights, but subject to the rules and regulations referred to in Section 15.01, to use the Common Areas. Landlord reserves the right, at any time and from time to time, to close temporarily all or any portions of the Common Areas for any of the following purposes when in Landlord's reasonable judgment any such closing is necessary or desirable: to make repairs or changes therein or to effect construction, repairs or changes within the Shopping Center, to prevent the acquisition of public rights in such areas, to discourage non-customer parking or to protect or preserve persons or property and Landlord may do such other acts in and to the Common Areas as in its judgment may be desirable.

4.03 PARKING. Tenant and its officers, agents, and employees shall park their vehicles only in areas from time to time designated by Landlord as the areas for such parking. In addition, Landlord shall specifically have, without limitation, the right to require Tenant and Tenant's agents, servants and employees (so long as Landlord similarly and simultaneously requires employees of all other tenants in the Shopping Center) to park away from the Shopping Center, even to the extent that Landlord may prohibit Tenant and Tenant's agents, servants and employees from parking at the Shopping Center and accordingly, they may be required to park upon public streets or in public parking areas. Landlord shall provide common area and parking lot lighting in conformance with local codes. Landlord will provide security in the common areas and parking lots consistent with the level of security provided in its other "premium" outlet centers. Tenant shall, upon written notice from Landlord, within five (5) days, furnish Landlord, or its authorized agent, the State automobile license tag number assigned to its automobile or automobiles and the automobiles of all of its officers, agents and employees employed in the Demised Premises. Landlord, after notice to Tenant that Tenant or any of its officers, agents or employees are not parking in said designated parking areas or off-premises, as applicable, may, at its option, in addition to any other remedies it may have, tow away such vehicles at Tenant's expense, and, in addition, after the second such notice in respect of any such violating vehicle, Tenant shall upon demand pay to the Shopping Center as an additional fee to be applied for advertising the sum of \$50.00 for each subsequent violation, such payment to be deemed Additional Rent. Tenant shall not at any time park or permit the parking of any truck or any delivery vehicle in the parking area, and the Landlord hereby reserves the exclusive right with respect to the use of the Common Areas for advertising purposes. Tenant shall require all trucks or other vehicles serving Tenant to use the service area designated by Landlord. Tenant shall cause all vehicles servicing Tenant to be promptly loaded or unloaded and removed; all such trucks owned or operated by, in behalf of, or servicing, Tenant, shall be compelled by Tenant to comply in all respects with the reasonable rules and regulations governing use of truck access, parking, loading and unloading facilities, and permissible hours and places therefor, as the same may be from time to time modified or amended by Landlord in its sole and absolute discretion; and any breach thereof or failure to comply therewith shall be deemed for all purposes of this Lease to be a breach of or failure to comply with such rules and regulations by Tenant. In addition to the foregoing, Landlord reserves the right, at any time and from time to time, to impose parking charges if (a) such imposition shall be required by any Requirement or (b) there is any Requirement under which the Landlord is taxed or a fee imposed upon Landlord for each car entering the Shopping Center.

ARTICLE V UTILITIES AND SERVICES

5.01 UTILITIES. A. Electricity, water and sewer (or septic), and telephone service shall be available at the Demised Premises. Except where Landlord elects to provide a utility or service directly, Tenant shall arrange for such service to be placed in Tenant's name through the utility company or service provider. Tenant shall not install any equipment which can exceed the capacity of any utility facilities and if any equipment installed by Tenant requires additional utility facilities, the same shall be installed at Tenant's expense in compliance with all code requirements and plans and specifications which must be approved in writing by Landlord. Tenant shall be solely responsible for and promptly pay all charges for use or consumption of sewer, gas, electricity, water, trash removal and all other utility services. Landlord may make electrical service available to the Demised Premises, and so long as Landlord continues to provide such electrical service Tenant agrees to purchase the same from Landlord and pay Landlord for the electrical service (based upon Landlord's determination from time to time of Tenant's consumption of electricity), as additional rent, on the first day of each month in advance (and prorated for partial months), commencing on the Delivery Date at the same cost as would be charged to Tenant from time to time by the utility company which otherwise would furnish

such services to the Demised Premises if it provided such services and metered the same directly to the Demised Premises, but in no event at a cost which is less than the cost Landlord must pay in providing such electrical service. Landlord may also elect to supply other utilities to the Demised Premises, and so long as Landlord continues to provide such other utilities, Tenant shall pay Landlord for same at the same cost as would be charged to Tenant by the utility company which otherwise would furnish such service to the Demised Premises if it provided such service and metered the same directly to the Demised Premises, but in no event at a cost which is less than the cost Landlord must pay in providing such service, and in no event less than the minimum monthly charge which would have been charged by the utility company in providing such service. Subject to the applicable rules and regulations of the State governing utilities and utility companies, Landlord may provide a shared tenant telephone service to the Demised Premises and so long as Landlord continues to provide such telephone service Tenant agrees to purchase the same from Landlord and pay Landlord for the telephone service at the same cost as would be charged to Tenant by the utility company which otherwise would furnish such service to the Demised Premises if it provided such service directly to the Demised Premises, but in no event at a cost which is less than the cost Landlord must pay in providing such telephone service. Landlord shall have the right to designate an alternate third party utility company or service provider to provide any such utility or service (including, but not limited to, a designated trash contractor) to the Demised Premises and/or the Shopping Center, in which event Tenant shall pay such utility company or service-provider directly for its service. In the event Tenant requires the use of telecommunication services, including, but not limited to, credit card verification and/or other data transmission, then Tenant shall contract for such services with one of the service providers available at the Shopping Center.

B. Tenant shall have the right, at its sole expense, to install a check meter (and any related equipment required in connection therewith), or alternatively, to hire a utilities engineer or consultant, in order to verify Tenant's consumption of any utilities provided by Landlord so long as any check metering (to the extent Tenant desires to use a check meter), complies with Landlord's specifications then in effect as well as all local regulations and Requirements. In the event that such check metering discloses that the amounts paid by Tenant on account of such utilities is at variance with the amount payable by Tenant as indicated by such check metering, a prompt adjustment shall be made between Landlord and Tenant (by way of an offset against such future charges, if Tenant shall have overpaid, or by way of a prompt payment to Landlord, if Tenant shall have underpaid the same).

C. Notwithstanding anything to the contrary, contained in this Lease, in the event that any utility service ceases for a period of forty-eight (48) or more consecutive hours and Tenant is not reasonably able to operate its store, Tenant may close the Demised Premises for business until such service is reinstated.

5.02 HVAC. Tenant shall be responsible for the maintenance, repair and replacement of air conditioning, heating and ventilation systems within and specifically for the Demised Premises, including all components such as air handling units, air distribution systems, motors, controls, grilles, thermostats, filters and all other components. In a new Shopping Center or a new phase to an existing Shopping Center, Landlord may elect to provide new HVAC units as part of its standard Workletter provided that the ongoing maintenance, repair and replacement obligations shall belong to Tenant. Tenant shall contract for, in its own name, and shall pay for a qualified service contractor to periodically inspect, adjust, clean and repair such systems, including changing filters on at least a quarterly basis. Tenant shall promptly furnish a copy of each inspection and service report to the Shopping Center manager. In the case of an interior tenant space (such as in a Food Court) Tenant shall operate ventilation so that the relative air pressure in the Demised Premises will be the same as or less than that in the adjoining mall as required by the Landlord.

5.03 TRASH REMOVAL. Landlord has arranged for the removal of trash from the Common Areas by its approved trash contractor. Tenant shall be responsible for removing trash from the Premises and depositing it into containers designated by Landlord and/or its trash contractor. The costs associated with managing and removing Tenant trash shall be billed directly to Tenant by Landlord's approved contractor. Tenant agrees to pay the trash removal charges directly to said contractor. Tenant's failure to pay such charges in a timely manner shall be a default hereunder.

5.04 ENFORCEMENT AND TERMINATION. Landlord shall not be liable to Tenant in damages or otherwise if any utilities or services, whether or not furnished by Landlord hereunder, are interrupted because of repairs, installation or improvements, or any cause beyond Landlord's reasonable control, nor shall any such interruption relieve Tenant of any of its obligations under this Lease. Tenant shall operate the Demised Premises in such a way as shall not waste fuel, energy or natural resources. Tenant shall cooperate with Landlord's reasonable directives to reduce energy consumption, including installation of new energy efficient equipment or the modification or replacement of existing equipment, as the case may be. If any governmental authority shall order mandatory energy conservation or if Landlord elects voluntarily to cooperate in energy conservation at the request of any governmental authority, including, without limitation, a reduction in operating hours or lighting usage, then Tenant shall comply with such requirements. Landlord may cease to furnish any one or more of said utilities or services to Tenant without liability for the same, and no discontinuance of any utilities or services shall constitute a constructive eviction.

ARTICLE VI USE AND ENJOYMENT OF DEMISED PREMISES

6.01 PERMITTED USES. Tenant shall use the Demised Premises solely for the purpose of conducting the Permitted Uses under the Tenant's Trade Name, and Tenant shall not use or permit or suffer the use of the Demised Premises for any other purpose whatsoever.

6.02 OPERATION OF BUSINESS. Except when and to the extent that the Demised Premises shall be untenable by reason of damage by fire or other casualty, Tenant shall (a) fully stock and adequately staff the Demised Premises with trained personnel and shall continuously and uninterruptedly use, occupy, operate and conduct Tenant's business in the entire Demised Premises, (b) keep the Demised Premises open for business during and only upon, all business hours on all business days when the Shopping Center is open for business as determined by Landlord and as may be changed from time to time by Landlord, (c) maintain displays of merchandise in Tenant's display windows, if any, (d) keep Tenant's display windows illuminated during those hours and days that the Shopping Center is open for business, (e) use for office, clerical, storage or other non-selling purposes only such space as is reasonably required for the proper operation of Tenant's business in the Demised Premises, (f) use the insignia or other identifying mark or logo of the Shopping Center designated by Landlord and the name of the Shopping Center in Tenant's advertising of the Demised Premises, whether printed or visual, and in Tenant's stationery and other printed material, (g) use the Tenant's Trade Name on store signs and promotional material (and Tenant hereby grants Landlord the right to use the Tenant's Trade Name and the brand names of Tenant in brochures, newspapers, advertisements and other promotional material associated with the Shopping Center), and use the name of the Shopping Center and display it prominently in all of its advertising (provided, however that each such use of the name of the Shopping Center shall utilize the proper name, style and/or logo of the Shopping Center as shall be specified by Landlord), (h) apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct of the Permitted Use and pay, if, as and when due all license and permit fees and charges of a similar nature in connection therewith, (i) keep the Demised Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and safe condition, (j) maintain the Demised Premises and Tenant's personal property therein as an attractive shopping area in accordance with the general character of the Shopping Center, (k) fully cooperate with Landlord in promoting the use of such trade names and slogans as Landlord may adopt for the Shopping Center, (l) pay before delinquency any and all taxes, assessments and public charges, levied, assessed or imposed upon Tenant's business or the rents payable by Tenant hereunder or upon Tenant's interest in this Lease or use or occupancy of the Demised Premises or leasehold improvements or fixtures, furnishings, equipment or personal property in the Demised Premises, (m) handle and dispose of all rubbish, garbage and waste from Tenant's operations in accordance with the rules and regulations established by Landlord including, but not limited to, the provisions of Section 5.03 hereof, and not permit the accumulation or burning of any garbage in, on or about any part of the Shopping Center and not permit any garbage or rubbish to be collected or disposed of from the Demised Premises except by a person approved in advance by Landlord, (n) take no action which would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person lawfully in or upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center, (o) deleted, and (p)

keep all utilities operational at such times as shall be necessary so as to prevent damage to the Demised Premises by the elements. Tenant shall not (i) operate its business under this Lease so as to violate any restrictive covenant or restrictive agreement contained in any other lease of which Tenant has knowledge and Landlord represents that Tenant's Permitted Use as set forth herein does not violate any such restrictive covenant or agreement, (ii) conduct any real or fictitious 'going-out-of-business', auction, distress, fire or bankruptcy or similar sale, (iii) "intentionally deleted", (iv) use the Common Areas (except as may otherwise be provided for in this Lease, such as sampling rights at Section 15.22) or any other premises outside of the Demised Premises for the sale or display of any merchandise, for solicitations or demonstrations or for any other business, occupation, undertaking or activity, (v) use or permit or suffer the use of any portion of the Demised Premises for improper, illegal or immoral purpose or for any activity of a type which is not generally considered appropriate for the Shopping Center or which will in any way conflict with any Requirement, (vi) use the plumbing facilities for any purposes other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so-called disposal or similar units, or otherwise, (vii) park trucks or other delivery vehicles so as to unreasonably interfere with the use of any driveways, walks, roadways, highways, streets, malls, parking areas or other Common Areas, (viii) suffer, permit or commit any waste or any nuisance or other act or thing in the Demised Premises which may disturb any other tenant or occupant in the Shopping Center, (ix) permit any coin or token operated vending or amusement machine or similar device or pay telephone in the Demised Premises, (x) permit music or any other sounds in the Demised Premises to be heard outside of the Demised Premises, (xi) use or permit or suffer the use of any machines or equipment in the Demised Premises which cause vibration or noise that may be transmitted to or heard in any other building in the Shopping Center or in any part of the Common Areas, (xii) use or permit or suffer any undesirable odor, fumes or vapors to emanate from the Demised Premises, and Landlord acknowledges that the normal aroma of baking pretzels is not a violation of this Lease, (xiii) carry on the business under any name or in any manner or permit any advertising which might, in the judgment of Landlord, reflect, or tend to reflect adversely on the Shopping Center, or confuse or mislead or tend to confuse or mislead the public in any apparent connection or relationship between Landlord and Tenant, (xiv) permit window cleaning or other maintenance and janitorial services in and for the Demised Premises to be performed except by such person as shall be approved by Landlord and except during reasonable hours designated for such purposes by Landlord, but nothing herein shall preclude Tenant from having its own employees perform such services, which they may do without Landlord's consent, (xv) use any fork-lift truck, tow truck or any other machine for handling freight in the interior delivery system, if any, except for truck passageway portions thereof, or in the Demised Premises, unless the same is powered by electricity (but the use of hand dollies shall be permitted), (xvi) install, operate, or maintain in the Demised Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by Landlord in light of the over-all system and requirements therefor in the Shopping Center or which does not bear underwriter approval, (xvii) place a load on any floor in the Demised Premises or the Shopping Center exceeding the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight, or (xviii) unless agreed to by Landlord, operate more than one concept at the Shopping Center with either the same Trade Name or selling the same merchandise (i.e. each concept selling at least 25% of the same merchandise). Tenant covenants and agrees that should Tenant fail to comply with the provisions of Subparagraph (b) of this Section following written notice, then in addition to, but not in limitation of, any and all other remedies which may be available to Landlord, Tenant shall pay to Landlord, upon demand and in addition to the Rent payable hereunder, the sum of \$200.00 for every day that Tenant is closed in violation of the provisions of such Subparagraph to compensate Landlord for the damage to the Shopping Center caused by such closure. Tenant shall have the right to open the Demised Premises prior to normal business hours, which right shall be revocable by Landlord in its sole discretion, provided that Tenant shall be responsible for any additional costs incurred by Landlord as a result of such earlier opening.

6.03 SIGNS. Tenant shall fabricate and install, at Tenant's expense, appropriate signage of such size, design and character as Landlord shall designate and/or approve. Tenant shall submit for Landlord's approval one (1) shop drawing prepared by a sign company approved by Landlord at least thirty (30) days prior to the scheduled opening of the Demised Premises and such sign company shall fabricate and install such sign or signs. Tenant shall maintain all approved signs in good order and repair, and all such signs shall be removed at Tenant's expense upon the expiration or earlier termination of this Lease. Other than signs expressly permitted hereunder, Tenant shall

not place or install, or permit or suffer to be placed or installed, maintain any sign upon or outside of the Demised Premises or in any part of the Shopping Center. Tenant shall not place, install or maintain, or permit or suffer to be placed, installed or maintained, on the exterior of the Demised Premises, any awning, canopy, banner, flag, pennant, aerial, antenna or the like, nor place or maintain on the interior or exterior of the glass of the windows or the doors of the Demised Premises any sign or decal, nor place in the display windows, any signs other than signs of a reasonable size on the floor of the display windows or suspended from the ceiling immediately behind the windows, all in accordance with Landlord's Storefront and Signage Criteria.

6.04 COMPLIANCE WITH LAWS. Tenant shall comply with the certificate of occupancy relating to the Demised Premises and with the Requirements.

6.05 ACCESS TO PREMISES AND EXCAVATION. Landlord shall have the right to enter upon and in the Demised Premises at all reasonable times upon reasonable notice to Tenant (except in the case of an emergency) to examine the same and to make such repairs, alterations, improvements and additions in the Demised Premises or in the buildings in the Shopping Center as Landlord may deem necessary, and Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required therefor without the same constituting an eviction of Tenant, in whole or in part, and the Fixed Rent and Additional Rent shall in no way abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Tenant due to the prosecution of any such work; provided, however, Landlord shall use reasonable efforts not to unreasonably interfere with or interrupt Tenant's business in the Demised Premises, but in no event shall Landlord be required to incur any additional expense for work to be done during hours or days other than regular business hours and days. Landlord shall also have the right to enter upon the Demised Premises at reasonable times to show them to prospective purchasers, lessees (under ground or underlying leases) and mortgagees of all or any part of the Shopping Center. During the six months prior to the expiration of the Term, Landlord may show the Demised Premises to prospective tenants of the Demised Premises. Landlord reserves the right, at any time and from time to time, to install, maintain, use, repair and replace pipes, duct work, conduits, utility lines and wires through hung ceiling space, column space and partitions in the Demised Premises and beneath the lower floor slabs of the Demised Premises, to use all or any part of the side walls, rear walls and roof of the Demised Premises for any purpose, to erect additional stories or other structures over all or any part of the Demised Premises for others to occupy and to erect temporary scaffolds and other aids to construction on the exterior of the Demised Premises, provided that access to the Demised Premises shall not be denied. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Demised Premises other than as in this Lease elsewhere provided. If an excavation or other building operation shall be made upon land or premises above, below or adjacent to the Demised Premises, Tenant shall give to the person authorized to cause such work to be done permission and a license to enter upon and in the Demised Premises for the purpose of doing such work as such person deems necessary to preserve the building of which the Demised Premises is a part from damage and to support the same with proper foundations, without the same constituting an eviction of Tenant, in whole or in part, and there shall be no abatement of Fixed Rent or Additional Rent; provided, however, Landlord shall use reasonable efforts not to unreasonably interfere with or interrupt Tenant's business in the Demised Premises.

6.06 MECHANICS' LIENS. Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of Landlord to subject Landlord's interest or estate to any liability under any mechanic's or other lien law. If any mechanic's or other lien or any notice of intention to file a lien is filed against the Shopping Center, or any part thereof, or the Demised Premises, or any part thereof, for any work, labor, services or materials claimed to have been performed or furnished for or on behalf of Tenant or anyone holding any part of the Demised Premises through or under Tenant, Tenant shall cause the same to be canceled and discharged of record by payment, bond or order of a court of competent jurisdiction within 20 days after notice by Landlord to Tenant. Landlord shall have the right to post any notices of non-responsibility which may be provided for by the statutes of the state in which the property is located which Landlord may deem necessary for the protection of Landlord and Landlord's interest in the Demised Premises from mechanics' liens or liens of a similar nature; and Tenant shall, before the commencement of any work which might result in any such lien, give written notice to Landlord of its intention to do so in sufficient time to enable the posting of such notices.

6.07 ADDITIONAL CLAUSES DEALING WITH PREPARATION AND SALE OF FOOD.

A. DISPOSABLE PAPER PRODUCTS. Tenant agrees to use only disposable paper, and plastic goods and utensils, including, but not limited to, cups, wrap materials, plates, trays, boats, straws, bags, napkins, spoons, forks, knives, stir sticks, pre-packaged condiments (including seasonings), and the like in types, sizes, materials, and colors approved by Landlord. Notwithstanding anything to the contrary herein, Tenant may use the standard Auntie Annie's logo products and pre-packaged condiments as used in other Auntie Anne's stores.

B. EMPLOYEE DRESS AND CONDUCT. Tenant's employees shall at all time be required to present a clean and well-groomed appearance, and to comply in all respects with all applicable Requirements and all applicable insurance requirements. Tenant's employees shall be required to wear uniforms, the color and style of which shall be subject to Landlord's reasonable approval. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's approval, to have its employees dress in a manner consistent with Tenant's industry-wide standard. In the event, however, that any of Tenant's employees at work are not then properly clean or attired, Landlord, in addition to such other remedies as it may have for Tenant's failure to observe or comply with any term, covenant or condition of this Lease, shall have the right to direct Tenant to require any employee not in compliance with the foregoing provisions to immediately effect compliance or to leave the Demised Premises.

C. PRODUCTS LIABILITY INSURANCE. Tenant shall take out and keep in force at its expense so long as this Lease remains in effect, and during such other times as Tenant occupies the Demised Premises or any part thereof, a policy of products liability insurance in form and amount and issued by a carrier satisfactory to Landlord. Tenant shall comply in all respects with the provisions of Section 8.01 with respect to such insurance.

D. QUALITY CONTROL. Tenant shall maintain the highest standards of safety, quality and cleanliness in the preparation, storage and sale of food and beverage items offered for sale from the Demised Premises.

E. GREASE TRAP LINE. Tenant shall clean, maintain, and repair the grease traps, and all lines connected thereto, at such intervals as Landlord may direct, but in no event less frequently than on a monthly basis. At Landlord's request, Tenant shall provide Landlord with proof satisfactory to Landlord that the grease trap(s) and lines have been cleaned, maintained, and/or repaired as required hereunder. Landlord shall also have the ongoing right to inspect, or cause an inspection to be made of, Tenant's grease traps and lines to ascertain whether such cleaning, maintenance and/or repair work had been performed and, if not performed, cause such work to be performed at Tenant's expense. Any cost incurred by Landlord for any such work shall be at the expense of Tenant and shall be paid to Landlord by Tenant within ten (10) days after demand by Landlord. Any charges due to Landlord from Tenant under this paragraph shall be deemed Additional Rent.

In those Shopping Centers where Landlord operates a "package" sewage treatment plant, "enzyme drips" are expressly prohibited. In these centers, all costs of operating, maintaining, servicing and repairing the plant will be included in Tenant's Common Area Maintenance Charge; provided, however, that costs unequally attributable to the Food Court or to specific tenant shall either be charged through the Food Court Common Area Maintenance Charge or billed directly to Tenant.

F. GREASE STORAGE AND COLLECTION. All grease shall be kept in the kind of container specified by Landlord, and shall be placed in the area specified by Landlord and prepared for collection in the manner, and at the times and place, specified by Landlord from time to time. Landlord may, at its option, delegate the task of grease collection and disposal to a third-party service provider, in which event, Tenant shall use same at Tenant's cost. Any and all costs incurred by Landlord for spills or clean-up of grease occasioned by Tenant or Tenant's employees shall be charged to Tenant as Additional Rent.

G. KITCHEN EXHAUST SYSTEM. Tenant shall clean, maintain and repair Tenant's exhaust system at such intervals as Landlord shall direct. Landlord, from time to time, shall inspect, or shall cause an inspection to be made of, Tenant's exhaust system to

ascertain whether Tenant is in compliance with this provision and, if not, Landlord may cause such work to be performed at Tenant's expense. Any cost incurred by Landlord for such work shall be at the expense of Tenant and shall be paid to Landlord by Tenant within ten (10) days after demand by Landlord. Any charges due to Landlord from Tenant under this paragraph shall be deemed "Additional Rent".

H. ANSUL SYSTEM. Where cooking is performed at the Demised Premises, or where otherwise required for local code purposes, Tenant shall install an "ansul" system, at Tenant's sole cost, all as approved by the Board of Fire Underwriters and local code officials, and shall maintain the same in good working condition throughout the Term.

I. EXTERMINATION. Tenant agrees to use all reasonable diligence in accordance with the best prevailing methods for the prevention and extermination of vermin, rats and mice in or about the Demised Premises.

J. GARBAGE. All garbage will be placed in sealed containers so as to avoid odors and pests and all containers shall be located in areas designated by Landlord. Tenant shall arrange, at Tenant's expense, for the removal of all garbage using Landlord's approved contractor for the Shopping Center.

K. SINKS. All sinks shall be kept clean and free of dirt and debris, and all sinks must have sink strainers. No oil, solids or like materials shall be poured into sinks or toilets. In the event Landlord determines that any such materials have been poured into sinks or toilets, Tenant shall, in addition to reimbursing Landlord for whatever costs Landlord may incur to remedy the problem, pay a Five Hundred (\$500.00) Dollar fine for such violation.

L. LANDLORD'S RIGHT TO CURE. If Tenant shall default under any provision of this Section 6.07, Landlord may, but shall not be obligated to, cure such default pursuant to the terms of Section 13.03 of this Lease.

M. ROOFTOP/EXTERIOR EXHAUSTS. Tenant shall be responsible for the regular maintenance and cleaning of the exterior exhaust system, if any, located on the roof of the Shopping Center or elsewhere. Landlord shall approve of the frequency of such cleaning and the individuals or companies performing the work, all of whom shall be qualified to perform such work and shall meet Landlord's insurance requirements as established from time to time. All such work shall be performed only at the times approved by Landlord. Landlord may, at its option, elect to maintain and clean all of the exterior exhausts on behalf of the Tenant and other tenants having similar systems and charge the cost of same to Tenant, either by way of direct invoicing or through the Common Area Charge or Food Court Common Area Charge.

N. HVAC SYSTEM. Tenant shall maintain its HVAC system at Tenant's cost and expense. Tenant shall obtain and maintain a service contract with a reputable contractor to insure that the system is regularly serviced and inspected. Filters shall be changed regularly, but in no event less than once every two (2) calendar months. Tenant shall operate the system at all times so as to insure that it is properly "balanced" against the HVAC system for the common area. Landlord, from time to time, shall inspect, or shall cause an inspection to be made of, Tenant's exhaust system to ascertain whether Tenant is in compliance with this provision and, if not, Landlord may cause such work to be performed at Tenant's expense. Any cost incurred by Landlord for such work shall be at the expense of Tenant and shall be paid to Landlord by Tenant within ten (10) days after demand by Landlord. Any charges due to Landlord from Tenant under this paragraph shall be deemed "Additional Rent".

O. PROPANE TANKS. Propane tanks/canisters shall be located only in locations approved by Landlord.

P. FIRE ALARM. Tenant shall inspect and maintain its fire alarm system to ensure that it is operable at all times.

TENANT ACKNOWLEDGES THAT STRICT COMPLIANCE WITH THE TERMS OF THIS SECTION 6.07 IS NECESSARY IN ORDER TO ENSURE THE CLEAN AND ORDERLY OPERATION OF THE SHOPPING CENTER, ESPECIALLY IN THE FOOD

COURT AND OTHER AREAS NOT WITHIN THE EXCLUSIVE CONTROL OF TENANT. TENANT ACKNOWLEDGES THAT LANDLORD MAY, IN THE EXERCISE OF SOUND BUSINESS JUDGMENT, PERFORM ANY OF THE OBLIGATIONS REQUIRED OF TENANT HEREUNDER ON TENANT'S BEHALF WHERE TENANT HAS FAILED OR REFUSED TO DO SO, IN WHICH EVENT ALL REASONABLE COSTS INCURRED BY LANDLORD SHALL BE IMMEDIATELY REIMBURSABLE TO LANDLORD AS ADDITIONAL RENT.

6.08 RENT ABATEMENT. Notwithstanding anything contained in this Lease to the contrary, if by reason of any of Landlord's work to the Shopping Center, the Common Areas or the Demised Premises or if by reason of the failure of any utilities at the Demised Premises resulting from the negligence or willful act of Landlord or its agents, servants, employees or contractors, Tenant closes the Demised Premises for a period of three (3) or more consecutive days after Tenant gives Landlord notice of such condition because Tenant is not able to operate the Demised Premises in its customary manner in its reasonable judgment, Tenant shall be entitled to an abatement of Fixed Rent and Additional Rent commencing from the third day of closing and ending on the earlier of (a) such date that Tenant shall have reopened the Demised Premises for business or (b) such date that the condition causing such closing has been eliminated. Any closing herein by Tenant under this Section shall not be a violation of Section 6.02 of this Lease.

ARTICLE VII ALTERATIONS, REPAIRS AND CHANGES

7.01 ALTERATIONS BY TENANT. Tenant shall not make or cause to be made any improvements, alterations, additions, changes, replacements or installations to the Demised Premises, or make any holes or cuts in the walls, ceilings, roofs, or floors thereof, or change the exterior color or architectural treatment of the Demised Premises, without on each occasion first obtaining the consent of Landlord, and if such consent is granted, Tenant shall carry such worker's compensation and general liability insurance and such other insurance as Landlord may require, naming Landlord as an additional insured. Tenant shall submit to Landlord plans and specifications for such work at the time Landlord's consent is sought. Any such improvements, alterations, additions, changes, replacements or installations will be performed in a good and workmanlike manner in accordance with the approved plans and specifications and in compliance with all Requirements and shall be performed and completed by Tenant in an expeditious manner. The cost of such improvements, alterations, additions, changes, replacements or installations shall be paid in cash or its equivalent so that the Demised Premises shall at all times be free of liens for work, labor, services or materials claimed to have been performed or furnished for or on behalf of Tenant or anyone holding any part of the Demised Premises through or under Tenant. All contractors and subcontractors performing work in or to the Demised Premises shall be approved by Landlord prior to the performance of any such work. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to make non-structural alterations or additions in an amount not to exceed \$10,000 without the consent of Landlord, provided (a) Tenant shall otherwise comply with the requirements of Section 7.01 including, but not limited to, the carrying of insurance as provided in said Section and the submission to Landlord of the plans and specifications for such alterations or additions (other than decorations) and (b) such alterations or additions shall, when completed, be of such a character which will not reduce the value of the Demised Premises or will not affect the facade, mechanical, electrical or structural components of either the Demised Premises or the Shopping Center or which would not reduce the Floor Space of the Demised Premises. All other proposed additions and alterations shall be subject to the consent of the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, and will be deemed granted if not denied within ten (10) days after receipt of request for same.

7.02 REPAIRS BY LANDLORD. Landlord shall make necessary structural repairs to the Demised Premises (but excluding windows and window frames, doors, plate glass, store fronts, showcases and signs, unless such repairs are caused by the negligence of Landlord, its agents, or employees) and shall keep in good condition and repair the foundations and roof of the Demised Premises and those portions of the utility systems which are for common use. Landlord shall not be required to make any such repairs where same were caused or occasioned by any act, omission or negligence of Tenant, any subtenant, concessionaire or licensees of Tenant, or any of their respective officers, employees, agents, customers, invitees or contractors. The provisions of this

Section shall not apply in the case of damage by fire or other casualty or by eminent domain, in which event the obligations of the parties shall be as provided in other Sections of this Lease. All costs and expenses incurred by Landlord pursuant to the provisions of this Section shall be deemed to constitute Common Area Costs. Tenant shall give notice to Landlord of any necessary repairs which are Landlord's obligation hereunder and of which Landlord does not have independent knowledge. Landlord agrees to promptly make such repairs without delay. Notwithstanding anything contained herein to the contrary, in the event of an emergency at the Demised Premises, which materially threatens life or property, and which such repairs are the responsibility of Landlord hereunder, Tenant shall give immediate notice (which notice may be oral) to Landlord of such condition. In the event Landlord does not promptly respond to such notice, and commence the repair of such emergency, Tenant shall have the right to take reasonable action, using all due care and diligence, to remedy such situation. Tenant shall perform the minimum, least invasive amount of work necessary to prevent such emergency from causing any further damage or potential damage, and Tenant shall use all reasonable efforts to keep the cost of such work below \$1500. Tenant shall provide Landlord with reasonable proof of its expenditures. Landlord shall promptly reimburse Tenant for such costs, not to exceed \$1500.

7.03 REPAIRS AND MAINTENANCE BY TENANT. Except for repairs required to be performed by Landlord under Section 7.02, Tenant shall make all repairs and replacements to, and shall keep clean, neat, safe, sanitary, in good order, repair and condition (including all painting and decorating necessary to maintain at all times a clean and sightly appearance) and free of vermin, the Demised Premises, including both inside and the outside, and any equipment, facilities, fixtures and systems including but not limited to fire detection and/or prevention systems therein. In making repairs, Tenant shall use materials equal in kind and quality to the original work. Tenant shall repaint and refurbish the Demised Premises at reasonable periodic intervals to assure that the Demised Premises is kept in a first-class and attractive condition through the Term. Tenant shall keep in full force and effect during the Term hereof a maintenance contract for the HVAC system with a company selected by Tenant, provided such company complies with the Rules and Regulations of the Shopping Center, the Tenant handbook criteria and the insurance requirements of Section 8.01 B of the Lease. Tenant shall deliver to Landlord a copy of the same and all renewals thereof. The provisions of this Section shall not apply in the case of damage by fire or other casualty or by eminent domain, in which event the obligations of the parties shall be as provided in other Sections of this Lease. All alterations and repairs hereunder shall be performed by contractors approved by Landlord and all such work shall conform to existing structures and quality at the Shopping Center.

7.04 CHANGES BY LANDLORD. Landlord reserves the right, at any time and from time to time, to increase, reduce or change the number, type, size, location, elevation, nature and use of any of the Common Areas and any of the buildings and other improvements in the Shopping Center, including, without limitation, the right to move and/or remove same and to add additional stories thereon, provided same shall not unreasonably block or interfere with Tenant's means of ingress or egress to and from the Demised Premises or materially interfere with the substantive visibility of Tenant's permitted exterior signs.

7.05 LANDLORD'S CONSENT. In no event shall Landlord be required to consent to any improvements, alterations, additions, changes, replacements or installations which, when completed, will, in Landlord's judgment, be of such a character which will reduce the value, rentability or usefulness of the Demised Premises or which will affect the facade, mechanical, electrical or structural components of either the Demised Premises or the Shopping Center or which would reduce the Floor Space of the Demised Premises or which are not in accordance with the design criteria for the Shopping Center.

ARTICLE VIII INSURANCE AND INDEMNITY

8.01 BY TENANT. Tenant agrees to carry commercial general liability insurance on the Demised Premises during the Lease Term, covering the Tenant and naming the Landlord, SIMON Property Group, and the property management company, if any, as additional insureds with terms and companies satisfactory to Landlord, on an Occurrence form with a limit of not less than \$1,000,000.00 for any one (1) occurrence, together with Umbrella or Excess insurance in an amount of not less than \$2,000,000.00. Tenant's insurance will include contractual liability

coverage recognizing this Lease, products and completed operations liability and providing that Landlord and Tenant shall be given a minimum of thirty (30) days written notice by the insurance company prior to cancellation, termination or change in such insurance. Tenant also agrees to carry insurance against fire and such other risks as are from time to time required by Landlord, including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk or damage, including without limitation, sprinkler leakage coverage, in amounts not less than the actual replacement cost, covering all of Tenant's merchandise, trade fixtures, furnishing, wall covering, floor covering, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Demised Premises. Tenant may self-insure for plate glass. Upon the Delivery Date and annually thereafter, Tenant shall provide Landlord with certificates or, at Landlord's request, copies of the policies, evidencing that such insurance is in full force and effect and stating the terms thereof, including all endorsements at the following address (or such other address as Landlord may notify Tenant): Donald P. Pipino Company, Ltd., 7600 Market Street, Boardman, Ohio 44512. The minimum limits of the commercial general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 8.05 hereof and shall be subject to increase at any time, and from time to time, after the commencement of the fifth (5th) year of the Lease Term if Landlord in the exercise of its reasonable judgment shall deem same necessary for adequate protection. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that it has complied with such demand.

Notwithstanding the above mentioned commercial general liability insurance policy limit for Tenant, if Tenant after obtaining Landlord's prior written consent, does or intends to bring, possess, use, store, treat or dispose any Hazardous Material (as defined as corrosive, toxic, flammable or reactive material) in or upon the Demised Premises or the Shopping Center, Landlord shall have the right, as a condition to such consent, to require Tenant to purchase additional public liability insurance with coverage of no less than Five Million and 00/100 Dollars (\$5,000,000.00) and to purchase environmental impairment liability insurance with coverage of no less than Five Million and 00/100 Dollars (\$5,000,000.00) with a deductible of no greater than Fifty Thousand and 00/100 Dollars (\$50,000.00) to insure that anything contaminated with or by the Hazardous Material be removed from the Demised Premises and/or the Shopping Center, and that the Demised Premises and/or the Shopping Center be restored to a clean, neat, attractive, healthy, sanitary and non-contaminated condition.

8.02 MUTUAL WAIVER OF SUBROGATION RIGHTS. Landlord and Tenant and all parties claiming, by, through or under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Demised Premises or in connection with property on or activities conducted on the Demised Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof and further agree to evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereby keeping such release and waiver in full force and effect).

8.03 WAIVER. Landlord, its agents and employees, shall not be liable for, and Tenant waives all claims for, loss or damage, including but not limited to consequential damages, to person, property or otherwise, sustained by Tenant or any person claiming through Tenant resulting from any accident, casualty or occurrence in or upon any part of the Shopping Center including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep any part of the Shopping Center in repair; (c) injury done or caused by wind, water, or other natural element; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, and steam pipes, stairs, porches, railings or walks; (e) broken glass; (f) the backing up of any sewer pipe or downspout; (g) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Demised Premises; (h) the escape of steam or hot water; (i) water, snow or ice upon the Demised Premises; (j) the falling of any fixture, plaster or stucco; (k) damage to or loss by theft or otherwise of property of Tenant or others; (l) acts or omissions of persons in the Demised Premises, other tenants in the Shopping Center, occupants of nearby properties, or any other persons; and (m) any act or omission of owners of adjacent or contiguous property, or of

Landlord, its agents or employees. All property of Tenant kept in the Demised Premises shall be so kept at Tenant's risk only and Tenant shall save Landlord harmless from claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

8.04 INSURANCE - TENANT'S OPERATION. Tenant will not do or suffer to be done anything which will contravene Landlord's insurance policies or prevent Landlord from procuring such policies in amounts and companies selected by Landlord. If anything done, omitted to be done or suffered to be done by Tenant in, upon or about the Demised Premises shall cause the rates of any insurance effected or carried by Landlord on the Demised Premises or other property to be increased beyond the regular rate from time to time applicable to the Demised Premises for use for the purpose permitted under this Lease, or such other property for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand and Landlord shall have the right to correct any such condition at Tenant's expense. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by Underwriters Laboratories and Factory Mutual and the installation thereof must be approved by the appropriate local authority. Tenant shall keep such devices under service as required by such organizations. If gas is used in the Demised Premises, Tenant shall install gas cut-off devices (manual and automatic).

8.05 INDEMNIFICATION. Tenant shall save harmless, indemnify, and at Landlord's option, defend Landlord, its agents and employees, and mortgagee, if any, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use, occupancy, management or control of the Demised Premises or Tenant's operations, conduct or activities in the Shopping Center, including, but not limited to, actions of Tenant's agents, contractors or licensees.

Landlord shall save harmless, indemnify, and at Tenant's option, defend Tenant, its agents and employees, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Landlord's use, occupancy, management or control of the Common Areas or Landlord's operations, conduct or activities in the Shopping Center, including, but not limited to, actions of Landlord's agents, contractors or licensees.

8.06 TENANT'S CONTRACTORS. All contractors entering upon the Demised Premises or the Shopping Center on behalf of Tenant shall comply with Landlord's reasonable insurance requirements for contractors, as established by Landlord from time to time.

8.07 TENANT'S RIGHT TO SELL LIQUOR, BEER OR WINE (DRAM SHOP). Tenant shall have the right, at Tenant's sole election, to serve liquor, beer or wine in the Demised Premises, subject to the provisions of this Section 8.07. At all times during the Term of this Lease, when liquor, beer or wine are served or offered for sale within the Demised Premises, Tenant shall maintain liquor liability insurance, so called "Dram shop coverage" for the benefit of Landlord and Tenant against claims for bodily injury, death or property damage resulting from or arising out of the sale or distribution of liquor, beer or wine from the Demised Premises of not less than Three Million and 00/100 Dollars (\$3,000,000.00) in respect of such personal injury, death or property damage (single combined limit). Landlord shall be named as additional insured under such policy. Such policy shall provide that it is the primary policy in the event of a loss and shall waive subrogation against Landlord. Prior to commencing the sale of liquor, beer or wine in the Demised Premises, Tenant shall provide Landlord with evidence of such insurance coverage, satisfactory to Landlord. As long as Tenant continues to sell liquor, beer or wine in the Demised Premises, Tenant shall thereafter provide Landlord with appropriate evidence of such coverage upon each anniversary date of the policy. In the event Tenant fails to provide a certificate as set forth herein or fails to provide evidence of such coverage at least fifteen (15) days prior to the expiration date of each expiring policy, Tenant shall thereupon immediately discontinue any further sale of liquor, beer or wine until Tenant does deliver such a certificate of insurance to Landlord, and Landlord shall have the right to enforce this provision by injunctive relief. If Tenant elects to serve liquor, beer or wine in the Demised Premises, then, at Tenant's sole cost and expense, Tenant shall procure any and all

permits or licenses as may be required by any Federal, State or local governmental authority for the sale of liquor, beer and/or wine from the Demised Premises. In addition, Tenant shall at all times comply with any such Federal, State and local laws, statutes or ordinances governing the sale of liquor, beer and/or wine.

ARTICLE IX
SUBORDINATION AND ATTORNMENT

9.01 SUBORDINATION TO LEASES. This Lease and Tenant's interest herein (including, without limitation, Tenant's rights in respect of the Common Areas) are and shall be subject and subordinate to each and every ground lease or underlying lease now existing or hereafter made of the Shopping Center or any part thereof of which the Demised Premises is a part and to all renewals, modifications, replacements and extensions thereof. This section shall be self-operative and no further instrument or subordination shall be required. In confirmation of such subordination, Tenant shall upon request of Landlord, within 10 days of receipt of same, execute, acknowledge and deliver any and all documents and instruments subordinating this Lease and Tenant's interest herein, to any ground or underlying lease. Landlord agrees in good faith to request and use reasonable efforts to obtain a non-disturbance agreement from any such future ground lease holder, but failure to obtain same shall in no way affect Tenant's obligations hereunder or subject Landlord to any liability whatsoever. Nothing herein shall require Landlord to pay any sums to such lessor or to require Landlord to commence litigation in connection therewith.

9.02 SUBORDINATION TO MORTGAGES. This Lease and Tenant's interest herein (including, without limitation, Tenant's rights in respect of the Common Areas) shall be subject and subordinate to all mortgages now existing or hereafter made covering the Shopping Center or any part thereof (which shall include leasehold mortgages) and to all renewals, modifications, replacements, consolidations and extensions thereof and to any and all advances made thereunder and the interest thereon. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall upon request of Landlord, within 10 days of receipt of same, execute, acknowledge and deliver any and all documents and instruments subordinating this Lease and Tenant's interest herein to any such fee or leasehold mortgage. Landlord agrees in good faith to request and use reasonable efforts to obtain a nondisturbance agreement from any such future mortgage holder, but failure to obtain the same shall in no way affect Tenant's obligations hereunder or subject Landlord to any liability whatsoever. Nothing herein shall require Landlord to pay any sums to such mortgagee or to require Landlord to commence litigation in connection therewith.

9.03 ATTORNMENT. In the event of (a) a transfer of Landlord's interest in the Demised Premises, (b) the termination of any ground or underlying lease or (c) the purchase of the Demised Premises or Landlord's interest therein in a foreclosure sale or by deed in lieu of foreclosure under any mortgage or the purchase pursuant to a power of sale contained in any mortgage, then in any of such events Tenant shall attorn to and recognize such succeeding party as Tenant's landlord under this Lease for the balance then remaining of the Term, and Tenant shall promptly execute and deliver any instrument that such succeeding party may reasonably request to evidence such attornment (provided that such attornment shall be self-operative). Notwithstanding the subordination set forth in Section 9.02 above, upon such attornment, this Lease shall continue in full force and effect as a direct lease between such succeeding party and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease except the succeeding Landlord, who shall have succeeded by or through the rights of the holder of any mortgage, shall not be liable for any act or omission of Landlord prior to such lease termination or prior to such person's succession to title, nor be subject to any offset, defense or counterclaim accruing prior to such lease termination or prior to such person's succession to title, nor be bound by any payment of Fixed Rent or Additional Rent prior to such lease termination or prior to such person's succession to title for more than one month in advance or by any amendment or modification of this Lease or any waiver, compromise, release or discharge of any obligations of Tenant hereunder, unless such amendment, modification, waiver, compromise, release, discharge or prepayment shall have been expressly approved by the holder of any mortgage through or by reason of which succeeding Landlord shall have succeeded to the rights of Landlord under this Lease.

9.04 DELIVERY OF DOCUMENTS. If Tenant fails to execute, acknowledge or deliver

any of the documents or instruments required under this Article, same shall be deemed a material default of Tenant.

9.05 CONSENT OF LANDLORD. Notwithstanding anything to the contrary provided in this Lease, in any instance where the consent of the holder of any ground or underlying lease or the holder of any mortgage may be required, Landlord shall not be required to give its consent until and unless the holder of any ground or underlying lease and/or the holder of any mortgage has given its consent. Nothing in this Section or elsewhere in this Lease shall be construed to require Landlord to give its consent to any matter to which Landlord's consent is required to be obtained.

9.06 NOTICES TO MORTGAGEES. Tenant agrees that it will give prompt notice of Landlord's default in the performance of its obligations under this Lease to the holder of any mortgage (which shall include leasehold mortgages) to which this Lease is or shall be subordinate to if the default is of such nature as to (a) give Tenant a right to cancel and terminate this Lease, or (b) reduce or abate the Fixed Rent or Additional Rent, (c) credit or offset any amounts against future rents payable hereunder or (d) claim a partial or total eviction (constructive or otherwise); provided that Tenant shall not give or be obligated to give such notice to any such party unless Landlord shall have advised Tenant in writing of the effectiveness of this Section, the status of such party as the holder of any such mortgage and the address to which such notices should be sent. Any such holder shall have the right (but not the obligation) to cure the default specified in such notice (which period shall in no event be less than the period to which Landlord would be entitled under this Lease to effect such remedy); and no such rights or remedies shall be exercised by Tenant until the expiration of said period or such additional time as may be reasonably required to cure any such default.

9.07 SUBORDINATION TO DECLARATION. This Lease shall be subject to any Declaration of Covenants, Conditions and Restrictions that may be promulgated from time to time and to which the operation and maintenance of the Shopping Center may be bound, as the same may be amended or established from time to time. Tenant agrees to comply with the provisions of such documents and such obligations are considered an integral part of this Lease. Landlord agrees that the provisions of such documents shall not interfere with Tenant's Permitted Use under the Lease or affect Tenant's rights hereunder.

ARTICLE X ASSIGNMENT AND SUBLETTING

10.01 ASSIGNMENT OR SUBLETTING. Tenant shall not, by operation of law or otherwise, assign or sell, or in any manner transfer this Lease or any interest therein, or sublet all or part of the Demised Premises, or grant any concession or license or otherwise permit anyone to conduct business at or occupy all or part of the Demised Premises (whether as concessionaire, franchisee, licensee, permittee, subtenant, department operator or otherwise). Under no circumstances shall Tenant mortgage, pledge or otherwise collaterally transfer its interest in this Lease. Without limiting any of the other provisions contained in this Article X, the restrictions of this Article shall apply to the following, regardless of whether the result of a single transaction or series of related or unrelated transactions, and/or whether on a direct or indirect basis: (i) any merger, consolidation, liquidation or other reorganization of Tenant or of Tenant's Guarantor or of any corporate entity which directly or indirectly controls Tenant; (ii) the sale, issuance, or transfer of any voting capital stock of Tenant or any Tenant's Guarantor or any voting capital stock of any corporate entity which directly or indirectly controls Tenant (if any one of such entities, Tenant or Tenant's Guarantor or any such controlling corporate entity, is a corporation the stock of which is not traded on the New York Stock Exchange or the American Stock Exchange), which results in a change in the direct or indirect voting control (or a change in the identity of any persons, entity or entities with the power to vote or control at least fifty percent (50%) of the voting shares of any class of stock) of Tenant, or Tenant's Guarantor; (iii) except in the specific case of an assignment or sublet to another Member of the Guarantor or Tenant entity (provided that such Tenant entity remains an Ohio limited liability company on the effective date of such proposed assignment or sublease) or an affiliated entity of Guarantor or Tenant (subject to submission of reasonable proof of same to Landlord), or any intra-family transfer (collectively, the "Permitted Transfers"), if Tenant is a partnership, trust, limited liability company or an unincorporated association, then the sale, issuance or transfer of a controlling interest or ownership therein, or the transfer of a controlling interest or ownership of any partnership, trust, limited liability company, or unincorporated

association, which directly or indirectly controls Tenant or Tenant's Guarantor or; (iv) any change or conversion of Tenant or of any entity which directly or indirectly controls Tenant to a limited liability company, a limited liability partnership, or any other entity which possesses the characteristics of limited liability; (v) the sale, assignment or other transfer of either (a) fifty percent (50%) or more of Tenant's assets related to its retail operations, or (b) twenty-five percent (25%) or more of the stores operated under Tenant's Trade Name; (vi) any transfer to or by a receiver or bankruptcy trustee in any federal or state bankruptcy, insolvency, or similar proceeding. Any act prohibited by this Article X, whether voluntary or involuntary or by operation of law or otherwise, shall be absolutely and unconditionally null and void and of no force and effect whatsoever and, at Landlord's option, shall be deemed a default under this Lease. As used in this paragraph, the term "control" shall mean the ownership of and the power to vote more than fifty percent (50%) of the voting stock of a corporation or more than fifty percent (50%) of the ownership interests in any partnership or other business entity. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or the termination hereof by Landlord pursuant to any provision contained herein, shall not work a merger and shall, at the option of Landlord, terminate all or any existing franchises, concessions, licenses, permits, subleases, subtenancies, departmental operating arrangements or the like, or may, at the option of Landlord, operate as an assignment to Landlord of the same. Nothing contained elsewhere in this Lease shall authorize Tenant to enter into any franchise, concession, license, permit, subtenancy, departmental operating arrangement or the like, except pursuant to the provisions of this Article. Landlord has entered into this Lease with Tenant in order to obtain the unique attraction of Tenant's Trade Name as set forth in this Lease, and the unique merchandising mix and product line associated with Tenant's business as described in this Lease, the identity and special skill of Tenant in its ability to conduct the specific business identified in this Lease, and the foregoing prohibition on assignment or subletting or the like is expressly agreed to by Tenant as an inducement to Landlord to lease to Tenant. Tenant hereby acknowledges that the foregoing provisions of this Article X constitute a freely negotiated restraint on alienation.

ARTICLE XI DESTRUCTION

11.01 TOTAL OR PARTIAL DESTRUCTION. A. Tenant shall give prompt notice to Landlord in case of any fire or other substantial damage to the Demised Premises. If (a) the Demised Premises shall be damaged by fire or other occurrence to the extent of more than 25% of the aggregate cost of replacement thereof, or (b) the buildings in the Shopping Center shall be damaged by fire or other occurrence to the extent of more than 25% of the aggregate cost of replacement thereof (whether or not the Demised Premises be damaged in whole or in part), or (c) the buildings in the Shopping Center shall be damaged by fire or other occurrence and either the loss shall not be covered by insurance or the insurance proceeds shall, by reasonable anticipation, be insufficient to pay for the repair or restoration work, then in any such event Landlord may terminate the Lease by notice given within 90 days after such event, and upon the date specified in such notice, which shall not be less than 30 days nor more than 60 days after the giving of said notice, this Lease shall terminate. If any damage by fire or other casualty shall render the Demised Premises untenable, in whole or in part, a proportionate abatement of the Fixed Rent based upon the Floor Space rendered untenable shall be allowed from the date when the damage occurred until completion of the repair or restoration work by Landlord as hereinafter provided, or, in the event Landlord elects to terminate this Lease, until said date of termination. If the buildings in the Shopping Center shall be damaged by fire or other occurrence to the extent of more than fifty percent (50%) of the aggregate cost of replacement thereof (whether or not the Demised Premises be damaged in whole or in part) or the access to the Demised Premises shall have been destroyed, Tenant may terminate this Lease by notice given within 60 days after such event, and upon the date specified in such notice, which shall not be less than 15 days nor more than 60 days after the giving of such notice, this Lease shall terminate. Such right of termination shall be Tenant's sole remedy and, if not timely elected, the right to terminate this Lease hereunder shall be deemed waived and of no further force and effect. If this Lease shall not be terminated after damage by fire or other casualty, Landlord shall, promptly after receipt of the insurance proceeds for such damage, or as soon as practicable in the event that insurance proceeds shall not be available, proceed with the restoration of the Demised Premises and the Shopping Center to substantially the condition in which the same existed prior to the damage with such changes as Landlord may desire or be required by any Requirements to make, except for tenant's stock in trade, fixtures, furniture, furnishings,

removable floor coverings, equipment, signs and all other property, and Tenant shall promptly proceed with the restoration or replacement of its stock in trade, fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant and decorations in and around the Demised Premises. Tenant hereby waives any and all benefits or rights which Tenant might become entitled to by reason of any statute or law that may be in effect at the time of the occurrence of any such damage or destruction under which a lease is automatically terminated or a tenant is given the right to terminate a lease upon such an occurrence and Tenant agrees that the provisions of this section shall govern and control in lieu of the provisions thereof.

B. In the case of damage by fire or other occurrence during the last two (2) years of the Term, and if such casualty results in the Demised Premises becoming untenable in Tenant's reasonable business judgment, the Tenant shall have the right to terminate this Lease by notice to such effect given on or before thirty (30) days after such damage. The Demised Premises shall be deemed to be untenable hereunder, if such damage shall prevent Tenant from operating or substantially impairs Tenant's ability to operate the Demised Premises.

ARTICLE XII EMINENT DOMAIN

12.01 TOTAL OR PARTIAL TAKING. If the whole of the Demised Premises shall be taken by any public or quasi-public authority under the power of condemnation, eminent domain or expropriation, or in the event of conveyance of the whole of the Demised Premises in lieu thereof, this Lease shall terminate as of the day possession shall be taken by such authority. Except as specifically provided herein, in the event of any such taking or conveyance there shall be no reduction in Fixed Rent or Additional Rent. If this Lease shall continue in effect, Landlord shall, at its expense, but only to the extent of an equitable proportion of the award or other compensation available to Landlord for the portion of the Demised Premises taken or conveyed (excluding any award or other compensation for land and after deducting the expense incurred in connection with condemnation), make or cause to be made all necessary alterations so as to constitute the remaining Demised Premises a complete architectural and tenantable unit, except that Tenant shall make all alterations or replacements to its stock in trade, fixtures, furniture, furnishings, removable floor coverings, equipment, signs and all other property of Tenant and decorations in and around the Demised Premises. If more than 20% of the Floor Space of the Shopping Center shall be so conveyed (whether or not the Demised Premises is conveyed in whole or in part), or if so much of the parking facilities shall be taken or conveyed that the number of parking spaces necessary, or appropriate, in Landlord's judgment, for the continued operation of the Shopping Center shall not be available, then in such event Landlord may, terminate this Lease upon notice given to Tenant within 30 days after such taking of possession. All awards and compensation for any taking or conveyance, whether for the whole or a part of the Shopping Center, the Demised Premises or otherwise, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such awards and compensation, including, without limitation, any award or compensation for the value of the unexpired portion of the Term. Tenant shall be entitled to claim, prove and receive in the condemnation proceeding such award or compensation as may be allowed for its trade fixtures and for loss of business, good will, depreciation or injury to and cost of removal of stock in trade, but only if such award or compensation shall be made by the condemning authority in addition to, and shall not result in a reduction of, the award or compensation made by it to Landlord.

ARTICLE XIII DEFAULT

13.01 DEFAULTS. Each of the following shall be deemed to be an Event of Default by Tenant and a breach by Tenant hereunder: (a) the filing by or against the original Tenant named herein or the then named Tenant or Guarantor in any court, pursuant to any statute either of the United States or of any state, of a petition in bankruptcy or insolvency or a petition for reorganization or for the appointment of a receiver or trustee of all or a portion of the property of the original Tenant named herein or the then Tenant or Guarantor, or the making by the original Tenant named herein or the then Tenant or Guarantor of an assignment for the benefit of creditors, or the petitioning for or entering into an arrangement pursuant to any statute either of the United States or

of any state by the original Tenant named herein or the then Tenant or Guarantor, or the taking of this Lease under any writ of execution or attachment, or the issuance of any execution or attachment against the original Tenant named herein or the then Tenant or Guarantor or any of their property, or the dissolution or liquidation or the commencement of any action or proceeding for the dissolution or liquidation of the original Tenant named herein or the Tenant or Guarantor, (b) the passing of the Lease to or the devolution of this Lease upon any person(s) other than Tenant or a permitted assignee, whether by operation of law or otherwise, (c) the Demised Premises being abandoned, (d) the Demised Premises becoming vacant or deserted and remaining so for five days after Landlord shall have given to Tenant a notice specifying the nature of such default, (e) the default in the payment of any Fixed Rent or Additional Rent or any part thereof when same is due, or in the making of any other payment herein provided for, and the continuance of such default for five (5) days after Landlord shall have given to Tenant a notice specifying the nature of such default, (f) the default by Tenant or any affiliate of Tenant under any other lease with Landlord or any affiliate of Landlord, (g) the default in the performance of any other obligation of Tenant under this Lease, and the continuance of such default for 20 days after Landlord shall have given to Tenant a notice specifying the nature of such default, but if said default shall be of such a nature that it cannot reasonably be cured or remedied within said 20-day period, same shall not be deemed an Event of Default if Tenant shall have commenced in good faith the curing or remedying of such default within such 20-day period and shall thereafter continuously and diligently proceed therewith to completion, provided, however, that Tenant shall, in fact, cure such default within 60 days from the date the notice is given, or (h) if Tenant shall commit the same type of default more than three times in any period of 12 consecutive months, then, notwithstanding that such defaults shall have each been cured within the period after notice as hereinbefore provided in this Section 13.01, any further similar default shall be deemed to be deliberate and an immediate 'Event of Default' (and if any further similar default shall occur Landlord, without affording Tenant an opportunity to cure such further default, may thereafter serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall be not less than three (3) days after such notice, and upon the date so specified this Lease shall terminate but Tenant shall remain liable as hereinafter provided). For the purposes of this Section 13.01, the term 'affiliate' shall mean any person controlled by, controlling or under common control with the first person.

13.02 REMEDIES OF LANDLORD. A. Tenant shall pay to Landlord, on demand, such expenses as Landlord may incur, including, without limitation, court costs and attorneys' fees and disbursements, in enforcing the performance of any obligation of Tenant under this Lease. During the continuance of any Event of Default (whether occurring prior to the Commencement Date or during the Term), in addition to any other rights Landlord may have at law or in equity for Tenant's default, Landlord shall have the right, at its option, to serve upon Tenant a notice that this Lease will terminate on a date to be specified in such notice, which date shall not be less than three days after such notice, and upon the date so specified this Lease shall terminate but Tenant shall remain liable as hereinafter set forth. Nothing in this Section 13.02 shall be deemed to require Landlord to give the notices(s) herein provided for prior to the commencement of a summary proceeding for non-payment of Fixed Rent or Additional Rent on account of any default in the payment thereof; it being intended that such notice(s) are for the sole purpose of creating a conditional limitation hereunder pursuant to which this Lease shall be terminated and Tenant shall become a holdover tenant.

B. If this Lease shall be terminated as provided above in this Section, or if this Lease shall be terminated by summary proceedings or otherwise or possession of the Demised Premises is regained by Landlord, (a) Landlord or its agents, servants or representatives may, immediately or at any time thereafter, re-enter and resume possession of the Demised Premises and remove all persons and property therefrom, either by summary dispossession proceedings or by a suitable action or proceeding at law, or by force or otherwise, without being liable for any damages therefor, and no such re-entry shall be deemed an acceptance or surrender of this Lease, (b) Landlord may, in its own name, but as agent for Tenant if this Lease is not terminated or in Landlord's own behalf if this Lease is terminated relet the whole or any portion of the Demised Premises for any period equal to or greater or less than the period which would have constituted the balance of the Term, for any sum which Landlord may deem reasonable, to any tenant(s) which Landlord may deem suitable and satisfactory, and for any use and purpose which Landlord may deem appropriate, and Landlord may grant concessions of free rent, and (c) Landlord, at Landlord's option, may make such alterations, repairs, replacements and decorations in and to the Demised Premises and/or the granting of such tenant improvement allowance as Landlord in its sole judgment considers advisable or necessary for the purpose of reletting the Demised Premises and

the making of such alterations, repairs, replacements and decorations and/or the granting of such tenant improvement allowance shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for its failure or refusal to relet the Demised Premises or any part thereof, or in the event the Demised Premises are relet for its failure to collect the rent under such reletting, and no such refusal or failure to relet or failure to collect rent shall release or affect Tenant's liability for damages or otherwise under this Lease. Landlord shall not in any event be required to pay to Tenant any surplus of any sums received by Landlord on a reletting of all or any part of the Demised Premises in excess of the Fixed Rent and Additional Rent reserved in this Lease.

C. In the event of any Event of Default mentioned in subdivision (a) of Section 13.01 resulting in the termination of the Lease, Landlord shall immediately and *ipso facto*, without notice or other action by Landlord, become entitled to recover from Tenant, and Tenant shall pay to Landlord, as liquidated damages for such breach, an amount equal to the difference, discounted to the date of such breach at the rate of 4% *per annum*, between (i) the Fixed Rent and Additional Rent including Percentage Rent at the rate thereof computed on the basis of the highest actual Percentage Rent for any calendar year during the Term for the period from the date of such breach to the end of what would otherwise have constituted the balance of the Term, and (ii) the then fair and reasonable rental value of the Demised Premises for the same period. If the Demised Premises or any part thereof shall be relet by Landlord after such a breach but before presentation of proof of such liquidated damages, the amount of rent reserved upon such reletting, in the absence of evidence to the contrary, shall be deemed to be the fair and reasonable rental value for the part of the Demised Premises so relet during the term of such reletting. Until such time as the above-mentioned full liquidated damages are paid to Landlord, an amount equal to the full value of each installment of Fixed Rent and Additional Rent reserved under this Lease shall be due and payable at the times specified in this Lease, and if, by reason of the subsequent payment of such full liquidated damages to Landlord, Landlord shall have received a sum in excess of all amounts to which Landlord shall be entitled under this Section, such excess shall be refunded upon the receipt by Landlord of such full liquidated damages. Nothing herein contained shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages by reason of termination due to subdivision (a) of Section 13.01, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceeding in which such damages are to be proved, whether or not such amount is to be greater, equal or less than the amount of the difference referred to above.

D. In all other defaults, the full amount of each installment of Fixed Rent and Additional Rent reserved under this Lease or the amounts due to Landlord under the next succeeding sentence shall be due and payable at the times specified in this Lease. If this Lease shall be terminated as provided above in this Section, or if this Lease shall be terminated by summary proceedings or otherwise or possession of the Demised Premises is regained by Landlord, whether the Demised Premises shall be relet or not, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, (x) the amounts equal to all of the expenses incurred by Landlord in connection with recovering possession of the Demised Premises, any reletting(s), brokerage in connection with any reletting(s), court costs and attorneys' fees and disbursements, and any expenses for putting and keeping the Demised Premises in good order, which amounts shall be due and payable by Tenant to Landlord on demand after any such expenses are incurred by Landlord, and (y) for each month of the balance of the Term or the period which would otherwise have constituted the balance of the Term, the amount, if any by which (i) the sum of one monthly installment of the then current Fixed Rent which would have been payable for the month in question had there been no default by Tenant, plus one monthly installment of the then current Additional Rent which would have been payable for the month in question had there been no default by Tenant, plus 1/12th of the highest Percentage Rent for any calendar year during the Term exceeds (ii) the net amount, if any, of the rents collected on account of the reletting(s) of the Demised Premises for each month of such period, which amounts shall be due and payable by Tenant to Landlord in monthly installments on the last day of each month, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

E. In the event of any breach or threatened breach by Tenant of any of the covenants or provisions of this Lease or in the case of an Event of Default, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity; mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in

equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of this Lease being terminated and/or Landlord obtaining possession of the Demised Premises pursuant to the provisions of this Article.

F. Notwithstanding anything contained in this paragraph to the contrary, in exercising its rights under this Lease or in the event of a default by Tenant, Landlord shall take all reasonable action to mitigate damages. The foregoing, however, shall in no way obligate Landlord to lease the Demised Premises in any manner which is not in keeping with the caliber and quality of the Shopping Center and the other tenants thereon nor shall the same obligate Landlord to relet the Demised Premises in preference to other vacant space at the Shopping Center.

13.03 ADDITIONAL RIGHT OF LANDLORD TO CURE TENANT'S DEFAULTS.

Landlord may, but shall not be obligated to, cure at any time upon 10 days' notice, or without notice in case of emergencies, any default(s) by Tenant under this Lease, and Tenant shall pay to Landlord on demand all costs and expenses incurred by Landlord in curing such default(s), including, without limitation, court costs and attorneys' fees and disbursements in connection therewith, together with interest on the amount of costs and expenses so incurred, at the rate *per annum* which is two (2%) percentage points above the prime rate of Chase Manhattan Bank in effect on such date but in no event higher than the maximum rate allowed by law.

13.04 BANKRUPTCY OR INSOLVENCY. A. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee, except as may specifically be provided pursuant to 11 U.S.C. 101 *et seq.* (the 'Bankruptcy Code'), or to any receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the Bankruptcy Code.

B. Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree as follows: (i) to perform each and every obligation of Tenant under this Lease, including, but not limited to, the manner of use and operation as provided in Article I and Article VI until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month, as reasonable compensation for use and occupancy of the Demised Premises, an amount equal to the monthly installment of Fixed Rent and Additional Rent otherwise due pursuant to this Lease and to pay Percentage Rent monthly at the percentage set forth in this Lease for the year in which such month falls on all sales during such month in excess of one-twelfth (1/12th) of the Base Gross Sales for such year, with payment of all such percentage rent to be made by the fifteenth (15th) day of the succeeding month; (iii) to reject or assume this Lease within sixty (60) days of the appointment of such trustee under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable, so long as notice of such period is given) of the filing of a petition under any other Chapter of the Bankruptcy Code; (iv) to give Landlord at least forty-five (45) days' prior written notice of any proceeding related to any assumption of this Lease; (v) to give at least thirty (30) days' prior written notice of any abandonment of the Demised Premises, with any such abandonment to be deemed a rejection of this Lease and an abandonment of any property not previously moved from the Demised Premises; (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (viii) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of the entry of same.

C. No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord. It is understood and agreed that this is a lease of real property in a shopping center and that, therefore, Section 365(b)(3) of the Bankruptcy Code is applicable to any proposed assumption of this Lease in a bankruptcy case. Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignments are the following: (i) the cure of any monetary defaults and the reimbursement of any pecuniary loss immediately upon entry of a court order providing for assumption and/or assignment; (ii) the deposit of a sum equal to three (3) months rent to be held by Landlord as a security deposit; (iii) that the use of the Demised Premises remain as set forth in Article VI and the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale remain unchanged; (iv)

that the debtor, debtor in possession, trustee, or assignee of such entity demonstrates in writing that it has sufficient background including, but not limited to, substantial retailing experience in shopping centers of comparable size and financial ability to operate a retail establishment of the Demised Premises in the manner contemplated in this Lease, and meets all other reasonable criteria of Landlord as did Tenant upon execution of this Lease; (v) that the prior written consent of any Mortgagee to which this Lease has been assigned as collateral security; (vi) that the Demised Premises, at all times, remains a single store and no physical changes of any kind may be made to the Demised Premises unless in compliance with the applicable provisions of this Lease, and (vii) that Tenant shall pay any and all costs and expenses (including but not limited to reasonable legal fees) incurred by Landlord in connection with any such filing of a petition by or against Tenant under the Bankruptcy Code.

D. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord upon the receipt thereof by Tenant or any Trustee shall be held in trust for the benefit of Landlord and shall be promptly paid to Landlord upon the entry of an appropriate order by the United States Bankruptcy Court.

ARTICLE XIV RIGHT TO RELOCATE TENANT

14.01 RELOCATION OF PREMISES. Landlord shall have the continuing right, subject to Landlord's and Tenant's right of termination as set forth in subparagraph (B), to require Tenant to relocate its operation, at Landlord's expense, to other Demised Premises (the "New Premises") in another part of the Shopping Center or building in accordance with the following:

A. Landlord shall notify Tenant, at least ninety (90) days prior to the proposed relocation date, of Landlord's intention to relocate Tenant's operation to the New Premises. The proposed relocation date and the size, configuration and location of the New Premises shall be set forth in Landlord's notice as a condition to Landlord's relocation of Tenant, the New Premises shall be substantially the same in size and configuration as the Demised Premises described in the Lease; provided, that if the only available space is materially larger than the original Demised Premises, Landlord agrees that Tenant's rent charges shall not increase by more than ten (10%) percent.

B. In the event the New Premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, exercisable by written notice to Landlord delivered no more than thirty (30) days following receipt of Landlord's relocation notice, to terminate this Lease, such termination to be effective as of the proposed relocation date as set forth in Landlord's notice. Failure by Tenant to timely exercise such right shall be deemed a waiver of Tenant's termination right and confirmation that the New Premises are acceptable to Tenant.

C. The New Premises shall be subject to the same terms, conditions and covenants as the Demised Premises except that if the Floor Space of the New Premises differs from the Floor Space of the Demised Premises, then the Fixed Rent and Sales Breakpoint shall be proportionately adjusted. Upon the occurrence of any relocation pursuant to this Section 14.01, the parties hereto shall promptly execute an amendment to this Lease reflecting such relocation of Tenant and, if applicable, any adjustment to the Fixed Rent and Sales Breakpoint.

D. Landlord has made no representation as to any additional improvements or stores or any existing stores in the Shopping Center and this provision does not create any rights of option, first refusal or otherwise with respect to any present or future space in the Shopping Center.

E. Landlord shall be responsible for all reasonable costs associated with

Tenant's relocation to the New Premises, but in no event shall such reasonable costs exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). Further, in no event shall Tenant be forced to relocate to the New Premises during the months of November or December in any calendar year.

ARTICLE XV
MISCELLANEOUS

15.01 RULES AND REGULATIONS. Tenant shall comply with and observe all reasonable rules and regulations that are applicable to all tenants in the Shopping Center which Landlord shall from time to time promulgate for the management and use of the Shopping Center which shall include the storefront criteria for the Shopping Center, and Tenant shall use its best efforts to cause its subtenants, concessionaires and licensees and their and Tenant's respective officers, employees, agents, customers and invitees to comply with and observe such rules and regulations after notice thereof shall be given to Tenant. Landlord shall have the right from time to time to reasonably amend or supplement any rules and regulations theretofore promulgated. Tenant's failure to keep and observe all rules and regulations shall constitute a material breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Annexed hereto as Exhibit "C" is a schedule of those rules and regulations and storefront criteria which have been promulgated by Landlord as of the date hereof.

15.02 HOLDOVER. In the event Tenant remains in possession of the Demised Premises after the expiration of the Term, Tenant shall be deemed to be occupying the Demised Premises as a tenant from month to month at the sufferance of Landlord subject to all of the provisions of this Lease, except that the Fixed Rent shall be at the monthly rate equal to one and one-half times (1½) the monthly rate of Fixed Rent in effect during the last month of the Term and Percentage Rent shall be at the monthly rate equal to 1/12th of the greatest amount of Percentage Rent paid or payable by Tenant for any one year prior to such period, and Tenant shall be responsible for any and all other damages (including, without limitation, consequential damages) which Landlord may sustain by reason of such action by Tenant. The penalty provisions of this Section shall not apply for so long as Tenant and Landlord are engaged in good faith negotiations for an extension, renewal or new lease, provided such agreement is executed within sixty (60) days of the end of this Lease. If no such agreement is entered into, Tenant shall be required to pay holdover rent as of the 61st day following the expiration of the Initial Term.

15.03 OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY. All installations, alterations, additions, betterments and improvements upon the Demised Premises, made by any party, including, without limitation, all pipes, ducts, conduits, wiring, panelling, partitions, railings, mezzanine floors, galleries and the like shall become the property of Landlord when installed and, except as otherwise expressly provided in Section 15.04, shall remain upon and be surrendered with the Demised Premises as a part thereof at the expiration or sooner termination of the Term. Movable trade fixtures and other personal property which Tenant installs at its own expense shall remain Tenant's property and may be removed at any time provided Tenant promptly repairs any damage caused by such removal and provided further that Tenant shall not then be in default under this Lease. Any personal property of Tenant or subtenant, concessionaire or licensee which shall remain in the Demised Premises after the termination of this Lease and the removal of Tenant and/or such subtenant, concessionaires or licensee from the Demised Premises, may, at the option of the Landlord, be deemed to have been abandoned by Tenant or such subtenant, concessionaire or licensee and either be retained by Landlord as it is property or be disposed of, in such manner as Landlord sees fit, at Tenant's expense.

15.04 END OF TERM. At the expiration or sooner termination of the Term, Tenant shall quit and surrender to Landlord the Demised Premises, broom clean and in good order and condition, ordinary wear and tear and damage by fire and any other insured casualty excepted. Tenant shall remove all property of Tenant and its signage, including but not limited to, its storefront signage.

15.05 WAIVER OF JURY TRIAL AND RIGHT TO COUNTERCLAIM. Landlord and Tenant shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any emergency or other statutory remedy. Tenant further agrees that it shall not interpose any counterclaim(s) in a summary proceeding or in any action based on holdover

or non-payment of Fixed Rent and/or Additional Rent.

15.06 NO WAIVER. The failure of Landlord to insist in any one or more cases upon the strict performance or observation of any obligation of Tenant hereunder or to exercise any right or option contained herein shall not be construed as a waiver or relinquishment for the future of any such obligation of Tenant or any right or option of Landlord. Landlord's receipt and acceptance of Fixed Rent and/or Additional Rent, or Landlord's acceptance of performance of any other obligation by Tenant, with knowledge of Tenant's breach of any provision of this Lease, shall not be deemed a waiver of such breach. No consent, approval or waiver, express or implied, by Landlord or Tenant to or of any breach of any covenant, agreement or obligation, of Landlord or Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, agreement or obligation unless in each case in writing signed by Landlord or Tenant, whichever the case may be. Landlord's failure during the Term to prepare and deliver to Tenant any bill, statement or notice with respect to any item of Fixed Rent or Additional Rent or any increases thereto by operation of any provision of this Lease, shall not in any way cause Landlord to forfeit or surrender its right to collect any item of Fixed Rent or Additional Rent which may become due during the Term nor shall such failure extend the date(s) on which any such items of Fixed Rent and/or Additional Rent are due. Notwithstanding the foregoing sentence, except as may be expressly set forth in Sections 3.03 and 3.04 hereof, in no event shall Landlord be deemed to have any obligation to bill any item of Fixed or Additional Rent or any increases thereto. IN NO EVENT SHALL LANDLORD BE LIABLE FOR THE ACTS OF ANY TENANT OR OCCUPANT OF THE SHOPPING CENTER, EVEN IF SUCH ACTS SHALL BE IN VIOLATION OF SUCH TENANT'S OR OCCUPANT'S LEASE OR OTHER AGREEMENT WITH LANDLORD. IN ADDITION, IN NO EVENT SHALL LANDLORD BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION TENANT'S LOST PROFITS OR GOOD WILL.

15.07 QUIET ENJOYMENT. Landlord covenants that Tenant, on paying the Fixed Rent and Additional Rent and performing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Demised Premises, the Common Areas and the appurtenances throughout the Term without hindrance, ejection or molestation by any person lawfully claiming under Landlord, subject to the terms and provisions of this Lease and to all mortgages and ground and underlying leases of record to which this Lease may be or become subject and subordinate.

15.08 ESTOPPEL CERTIFICATES. Landlord and Tenant shall, at any time and from time to time, within 10 business days and following notice by the other party, execute, acknowledge and deliver to the party which gave such notice a statement in writing certifying (a) that this Lease is unmodified and in full force and effect, or if there shall have been any modification(s) that the same is in full force and effect as modified and stating the modification(s), and (b) the date to which the Fixed Rent and Additional Rent have been paid in advance, and (c) whether or not to the best of knowledge of the signer of such certificate the other party is in default hereunder, and, if so, specifying each such default, and (d) with respect to Tenant, whether Tenant has exercised any option(s) to extend the Term of this Lease, and, if so, specifying each such extension, and (e) certifying any other matter which shall be reasonably requested by any lender or prospective lender of Landlord. Any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser, assignee or transferee of Landlord's interest in the Lease or in the building or Shopping Center. The failure of Tenant to deliver any such certificate within such ten (10) day period shall constitute a default hereunder and shall be conclusive upon Landlord, Tenant and any other person, firm or corporation for whose benefit the certificate was requested, that this Lease is in full force and effect without modification except as may be represented by Landlord, that there are no uncured defaults on the part of the Landlord and that not more than one (1) month's Fixed Rent has been paid in advance. If Tenant does not deliver such certificate to Landlord or such other person designated by Landlord within such ten (10) day period, or makes any false statement or claim in any such certificate, Tenant shall be liable to Landlord for all damages, losses, costs, and expenses proximately resulting therefore and such amounts shall constitute Additional Rent hereunder.

15.09 UNAVOIDABLE DELAYS. This article shall apply in the event that during the term of this Lease or prior to the Commencement Date, there shall occur one or more strikes, lockouts or labor disputes; or there shall be an inability on the part of either party to obtain labor or material; or there shall occur any act of God or action by any governmental authority (except as a consequence of the disobedience by either party of applicable law), or whether there shall be

war, insurrection, civil disobedience, fire or other casualty or any event not specifically mentioned which impairs the ability of either party to perform according to the terms of this Lease and which event was not caused by such party. In the event any of the foregoing shall occur which results in the inability of either the Tenant or Landlord to timely perform any obligation which it is required to perform under this Lease and such non-performance shall be excused and shall not be a breach of this Lease by the party failing to so perform, but only to the extent occasioned by such event. Any non-performance by either party hereto which occurs for any reason above stated shall extend the time for performance under this Lease for that period of time which the party who is obligated to perform was disabled from so performing, and the appropriate time period under this Lease shall be extended accordingly for such period of time; provided, however, nothing herein shall excuse Tenant from its obligation to pay Rent and Additional Rent from and after the date Tenant opens the Demised Premises for business, and further provided Landlord shall have the right to cure any such non-performance upon ten (10) days' notice to Tenant if the continued failure of Tenant to perform is of such a nature as to constitute a default under the mortgage covering the Shopping Center; would result in the cancellation of any insurance then in effect with respect to the Shopping Center; subject Landlord to civil or criminal liability; or subject the Shopping Center to the imposition of any lien.

15.10 FINANCIAL STATEMENTS. From time to time, but no more than once per calendar year and upon Landlord's written request, Tenant shall promptly furnish to Landlord financial statements prepared by a Member of Tenant (provided that Tenant remains an Ohio limited liability company on the date of such request) or such other authorized officer of Tenant setting forth Tenant's then-current financial condition.

15.11 NOTICES. Any notice, demand, waiver, approval or consent hereunder shall be in writing and shall be deemed duly served if mailed by registered or certified mail in any post office station or letter box in the continental United States, return receipt requested, or sent by reputable overnight carrier with delivery charges prepaid and proof of delivery service to be provided, addressed:

If to Tenant to it at the address set forth at the beginning of this Lease or such other address as Tenant shall have last designated by notice to Landlord.

If to Landlord to it at Chicago Premium Outlets c/o Simon Property Group - Premium Outlets, 225 West Washington Street, Indianapolis, IN; Attention: Lease Services, or such other address as Landlord shall have last designated by notice to Tenant.

Such notice, demand, waiver, approval or consent shall be deemed served two (2) days after mailing, or the next business day if sent by reputable overnight carrier.

15.12 BROKERAGE. Tenant represents that it has had no dealings with any broker or agent in connection with this Lease other than the Broker, if any, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expense or liability for any compensation and charges claimed by any other broker or agent in respect of this Lease or the negotiation thereof with whom Tenant is claimed to have had dealings.

15.13 WAIVER OF LANDLORD'S LIABILITY. Notwithstanding any provision to the contrary, Tenant shall look solely to the equity of Landlord in and to the Shopping Center or, if this Lease becomes subordinate to any ground or underlying lease, the leasehold interest of Landlord as lessee under such ground or underlying lease, in the event of a breach or default by Landlord pursuant to the provisions of this Lease, and Tenant agrees that the liability of Landlord under this Lease shall not exceed the value of such equity of Landlord in the Shopping Center (or portion thereof) or said leasehold interest, as the case may be. No other properties or assets of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) arising out of, or in connection with, this Lease; and if Tenant shall acquire a lien on any such other properties or assets by judgment or otherwise, Tenant shall promptly release such lien on such other properties and assets by executing, acknowledging and delivering to Landlord an instrument to that effect prepared by Landlord's attorneys. Landlord, upon any transfer or conveyance of its interest in the Premises, shall be entirely freed and relieved of all covenants and obligations of Landlord hereunder, provided that the transferee of Landlord's interest in the Premises has assumed and agreed to carry out any and all covenants and obligations of

Landlord hereunder. Landlord's assignment, sale, mortgage, or transfer of the Premises or the Lease, shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn to such assignee or mortgagee of Landlord, provided Tenant received written notice of such assignment or mortgage of Landlord's interest.

15.14 SUCCESSORS AND ASSIGNS. The provisions of this Lease, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

15.15 LEGAL EXPENSES. If during the Term, Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action, including reasonable attorney's fees and disbursements incurred by the successful party. Each party shall pay for its own attorneys' fee and costs incurred in enforcing the provisions of this Lease when such enforcement is settled between the parties without entry of final judgment.

15.16 INTERPRETATION. Irrespective of the place of execution or performance, this Lease shall be governed by and construed in accordance with the laws of the state in which the property is located. If any provision of this Lease or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law. Captions, headings, titles and the Table of Contents in this Lease are solely for convenience of reference and shall not affect its interpretation. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provision of the Lease unless otherwise expressly provided. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

15.17 OPTION TO EXTEND. Intentionally Deleted.

15.18 CONSENTS AND APPROVALS. In the event that Tenant shall seek the approval by or consent of Landlord and Landlord shall fail to give such consent or approval, Tenant shall not be entitled to any damages for withholding or delay of such approval or consent by Landlord, it being intended that Tenant's sole remedy shall be an action for injunction or specific performance and that said remedy of an action for injunction or specific performance shall be available only in those cases where Landlord shall have expressly agreed in writing not to unreasonably withhold or delay its consent.

15.19 RADIUS. Tenant covenants and agrees that neither Tenant nor any affiliate, as such term is defined in Section 13.01 of this Lease, shall directly or indirectly, either individually or as a partner or stockholder or otherwise, own, operate or become financially interested in a similar or competing business within a radius of ten (10) miles from the extreme limits of the Shopping Center. Should Tenant violate this provision, then in addition to any and all rights and remedies which Landlord may have, at law or in equity, Landlord may require Tenant to include the gross sales from any such store in the Gross Sales reportable by Tenant to Landlord under the terms of this Lease for the purpose of computing Percentage Rent due hereunder, and Landlord shall likewise have the right to examine the books and records in respect of each such similar or competing business. This Article shall not apply to any such store or stores which are open and are being operated by Tenant within the restricted area as of the date of the execution of this Lease.

15.20 COMPLETE AGREEMENT. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Lease which are not fully expressed in this Lease. This Lease cannot be changed or terminated orally or in any manner other than by a written agreement executed by both parties. In making and executing this Lease, Tenant has relied solely on such investigations, examinations and inspections as Tenant has chosen to make or has made and Tenant acknowledges that Landlord has afforded Tenant the opportunity for full and complete investigations, examinations and inspections.

15.21 COUNTERPARTS. This Lease may be executed in any number of counterparts,

each of which shall be an original, but all of which shall together constitute but one Lease.

15.22 PRODUCT SAMPLING. Tenant shall have the right to offer free samples of its products within ten (10) feet of the Demised Premises under the following terms and conditions: (a) such right shall be revocable at the sole discretion of Landlord; (b) Tenant shall be responsible for bussing any garbage caused by such use; (c) Tenant's indemnification under Section 8.05 shall apply to such use.

15.23 LIQUOR LICENSE. If Tenant elects to serve liquor, beer or wine in the Demised Premises, then upon such election, Tenant first shall obtain a license from the state in which the Shopping Center is located for the sale at retail, for on premises consumption in connection with Tenant's restaurant, of beer, wine and alcoholic beverages and prior to adding the selling of such items. Tenant shall provide Landlord with copies of its application and any and all instruments, documents or correspondence in connection with or related thereto. Landlord shall cooperate with Tenant in such process as contemplated under this Section 15.23, but in no event shall Landlord be required to incur any costs in conjunction with such cooperation.

15.24 PATIO AREA.

A. Right to Use Patio Area

So long as the federal, state, and local laws, codes, zoning restrictions, ordinances, regulations, and safety requirements permit, Landlord agrees that Tenant shall have, at such time during the Lease Term as Landlord shall designate, a revocable license to use the area adjacent to and immediately outside of the Demised Premises, as described on Exhibit "F" attached hereto (the "Patio Area"), the design and layout of which shall be subject to the reasonable approval by Landlord and further subject to modification by Landlord from time to time and solely if required to comply with such laws, codes, restrictions, ordinances, regulations, or safety requirements, solely for the uses permitted by this Lease (except for the cooking of food), provided that:

- i. Tenant's use of the Patio Area complies with all laws, codes, zoning restrictions, ordinances, regulations, safety requirements, approvals, permits, and licenses relating thereto; and
- ii. All necessary approvals, permits, and licenses in connection with such use are obtained and paid for by Tenant (with copies furnished to Landlord) and remain in full force and effect during Tenant's use of the Patio Area.

B. Operation of Patio Area

Tenant shall open the Patio Area for business only during those hours when the Demised Premises are open for business.

C. Furniture in Patio Area

- (i) Tenant shall install, at its sole cost and expense, all furniture, equipment, lighting, and signage (collectively, "Furniture") in the Patio Area; which Furniture shall be reasonably approved by Landlord.
- (ii) Tenant acknowledges and agrees that Tenant shall be solely responsible for any destruction, damage, theft, or vandalism of, or to, the Furniture.

D. Restrictions on Tenant's Use

Tenant hereby covenants and agrees that it shall not:

- (i) Restrict access to the Shopping Center or any building thereon or pedestrian flow through the Common Areas outside the Patio Area;
- (ii) Erect or place any canopy or other enclosure or covering on the Patio Area without Landlord's prior written approval, unless required by code;

E. Cleanliness of Patio Area

- (i) Tenant shall clean and keep in good repair the Patio Area and Furniture and shall remove all trash generated therefrom on a daily basis or more frequently as needed.
- (ii) If Tenant fails to clean or keep the Patio Area in good repair or remove trash therefrom as required by this clause, then in addition to and not in lieu of any other remedy to which Landlord may be entitled, Landlord shall have the right but not the obligation, upon 24 hours' prior written notice to Tenant, to clean, repair, or remove the trash on Tenant's behalf; and Tenant shall pay Landlord 115% percent of Landlord's cleaning, repair, or trash removal costs (including any overtime costs) immediately upon Landlord's demand therefore.

F. Repairs to Common Areas

Tenant shall reimburse Landlord immediately upon Landlord's demand therefore, the cost of repairs or restoration of the Common Areas arising out of Tenant's use of the Patio Area or acts or negligence of Tenant, its customers, employees, agents, contractors, invitees, or licensees.

G. Lease Provisions Apply to Patio Area

To the extent applicable, and specifically excluding the provision of the Lease relating to Fixed Rent and Additional Rent, all provisions of this Lease shall apply to Tenant's use and occupancy of the Patio Area. Except to the extent required by law, in no event shall Landlord have the right to materially alter Tenant's Patio Area.

15.25 EXHIBITS. The Exhibits listed hereinbelow are incorporated herein by reference:

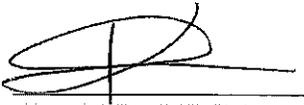
- Exhibit A.....Landlord/Tenant Workletter
- Exhibit B.....Tenant Space Drawing ("TSD") depicting the Shopping Center and the Demised Premises
- Exhibit C.....Rules & Regulations for the Shopping Center
- Exhibit D.....Storefront Criteria for the Shopping Center
- Exhibit E.....Tenant's Menu
- Exhibit F.....Patio Seating Area

[SIGNATURES ON NEXT PAGE]

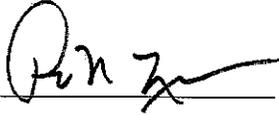
IN WITNESS THEREOF, Landlord and Tenant have hereunto executed this Lease as of the day and year first above written.

ATTEST OR WITNESS:

LANDLORD:
CHICAGO PREMIUM OUTLETS
EXPANSION, LLC,
an Illinois limited liability company
By: Simon Management Associates, LLC,
its Leasing Agent

By: 

Kimberly A. Panzitta
Legal Assistant

By: 

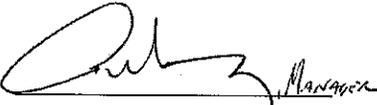
Name: Richard N. Lewis
Title: Vice President

ATTEST OR WITNESS:

TENANT:
RISE PIES, LLC,
An Ohio limited liability company

By: 

By:

By:  Manager

Name: Edward W. Mucansek
Title: Manager

GUARANTY

Date of Lease: April 30, 2015

Landlord: CHICAGO PREMIUM OUTLETS EXPANSION, LLC,
an Illinois limited liability company

Tenant: RISE PIES, LLC.,
An Ohio limited liability company
dba "Rise Pies"

Guarantor: CHESTNUT LAND COMPANY,
an Ohio corporation

Premises: Chicago Premium Outlets, Unit 1700

In consideration of, and as inducement for the granting, execution and delivery of the foregoing lease (the "Lease") between Landlord and Tenant, the undersigned ("Guarantor"), hereby guarantees to Landlord, its successors and assigns, for the full term of the Lease (including any renewals of the term thereof), the full and prompt payment of Rent and Additional Rent as such terms are set forth and defined in Article I of the Lease (all of the foregoing, for the purposes of this Guaranty, shall hereinafter be referred to as "Rent"), payable by Tenant, its successors and assigns, under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns; and Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default, beyond any applicable cure period, shall at any time be made by Tenant, its successors or assigns, in the payment of Rent, or if Tenant should default, beyond any applicable cure period, at any time in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay Rent, to Landlord, its successors and assigns, and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant, its successors or assigns, under the Lease, including without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty, to the extent provided in the Lease.

This Guaranty is an absolute and unconditional guaranty of payment and of performance and Guarantor hereby waives any defense, offset or counterclaims to any liability hereunder, except to the extent related to a specific provision in the Lease. It shall be enforceable against Guarantor (or, in the event more than one individual signs this Guaranty, either or both Guarantors, whose liability hereunder shall be joint and several), its successors and assigns, without the necessity of any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant or against Tenant's successors or assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

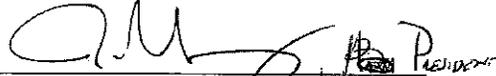
This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or waiver of or change in any of the terms, covenants, conditions or provisions of the Lease by Landlord and Tenant, or by reason of any extension of time that may be granted by Landlord to Tenant, its successors or assigns, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, its successors or assigns, or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof or of any thereof is given to Guarantor.

All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Whenever used in this Guaranty, the terms Guarantor, Landlord, and Tenant shall include the respective successors, heirs, and assigns of the party named as such.

As a further inducement to Landlord to make and enter into the Lease and in consideration thereof, Landlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Landlord and Guarantor shall and do hereby waive trial by jury and the undersigned authorizes the service of process on the undersigned by registered mail or recognized overnight carrier sent to the undersigned at the address of the undersigned hereinbefore set above.

GUARANTOR:



CHESTNUT LAND COMPANY
FEIN# 34-1715570

Dated: April 30, 2015

EXHIBIT "A"
Chicago Premium Outlets Expansion
Landlord's Work Letter
Building 17, Suite 1700
10/15/14

These specifications are prepared to aid Tenant in the coordination and approval of Tenant's improvement plan. Tenant should refer to the building floor plans and confirm all measurements and as-built conditions by visual inspection of the Premises before starting construction. In cases where these specifications are in conflict with Landlord's-completed building plans or completed buildings, information contained in the building plans or completed buildings shall take precedence over these requirements. All work to be done by Tenant must be approved in writing by Landlord prior to the start of construction, and must be coordinated so as to not interfere with Landlord's construction. Landlord must approve Tenant's contractor prior to the start of construction. The area of Tenant Premises as shown on the plans has been calculated to the exterior face of exterior walls and to the centerline of demising walls between Tenant spaces. Tenant agrees that areas noted on the drawings are accurate. In the event Landlord determines that union labor is required in order to facilitate the timely completion of the Shopping Center, Landlord's Work and Tenant's Work, Landlord may, as a condition of its approval of any and all Tenant Contractors, require that Tenant's contractors be union contractors in order to facilitate the timely completion of Tenant's Work. In the event Landlord requires union labor, there will be no exceptions

The area of Tenant premises as shown on the plans have been calculated to the exterior face of exterior walls and to the centerline of demising walls between Tenant spaces.

A. LANDLORD'S WORK

1. **Shell** – Includes unfinished structural frame, roof, roofing and exterior walls.
2. **Storefront** – Standard aluminum and glass entry with two single-acting 3'0" entry doors complete with all standard hardware, in accordance with Landlord's design. Any alterations and/or deviations to the storefront must be requested in writing by Tenant and be approved by Landlord.
3. **Rear Door** – When premises extend to rear wall, single hollow metal service door of 3'0" x 7'0" or as required by code, shall be provided (to include standard lock keyed to match storefront entry door). Tenant must verify location and dimensions, per Landlord schedule, as rear door cannot be relocated.
4. **Floor** Tenant shall be responsible for the floor slab, except LL will need to pour approximately a 5' slab strip around the perimeter of all four walls for framing. Concrete slab to be installed by Tenant and must install stego vapor barrier according to Landlord requirements. Floor covering by Tenant. Tenant's flooring contractor is responsible for minor floor patching in accordance with good installation practices and is responsible for determination of compatibility of flooring products and/or adhesive with Landlord's concrete slab. Tenants choosing to install moisture sensitive flooring (including, but not limited to, the types of flooring listed below) are advised to consult with an engineering professional to determine the appropriate type of concrete sealer for use under the finish flooring material:
 1. Epoxy, Polyurethane and Acrylic floor coating;
 2. Vinyl composition tile and vinyl backed sheet flooring;
 3. Linoleum tile and linoleum sheet flooring;
 4. Rubber flooring;
 5. Wood flooring;
 6. Broadloom carpet, carpet tile and vinyl backed carpet;
 7. Resilient safety flooring;
 8. Resilient sheet flooring;
 9. Resinous flooring systems.

Landlord does not accept responsibility for water vapor emissions through the slab that may exceed flooring manufacturer's recommendations, or which may occur as a result of saw cutting of its slab by Tenant or its contractor(s). Should Tenant choose to saw cut the concrete slab for placement of power and communications conduits or other under slab items, then Tenant or Tenant's contractor must repair the concrete slab in accordance with the details and specifications noted in the Tenant Handbook for the applicable condition of the sub flooring. See (B) TENANT'S WORK #2, Page 3.

5. **Exterior Walls of Building** – Exterior shell wall consisting of metal studs, or precast concrete panels: no finishes.
6. **Ceiling** – Open metal truss exposed to underside of roof deck. Finishes by Tenant.
7. **Heating, Ventilating and Air Conditioning (HVAC)** – All HVAC is by the Tenant.
8. **Electrical**- Landlord will install an electrical service, 800 amp 120/208 3 phase 4 wire. Electrical panels will be at a location determined by the Landlord. Tenant must verify location of panel prior to design of space. Tenant is responsible for electric charges (i) at the turnover date, or (ii) if Tenant or Tenant's contractor takes possession of the space earlier, whichever is the earlier date. In any Shopping Center where Landlord is providing electricity directly to tenants, Tenant will be charged a one-time fee for the costs associated with calculating Tenant's projected energy usage. Cost not to exceed \$300.
9. **Utilities:**
 - (a) Telephone: One 1" conduit with pull string only from Landlord's common area telephone terminal (backboard) to the Premises. Tenant shall provide and install all wiring and equipment for distribution within the Premises.
 - (b) Gas: One 2" gas line stubbed to the Premises. Tenant is responsible for confirming additional gas service availability with the local utility company and for all costs of installation of any required additional service. Tenant shall make application for gas service in Tenant's name prior to start of Tenant's work.
 - (c) Water: One 2" water line with shutoff valve stubbed to the Premises for domestic cold water. Tenant may provide and install remotely read check meter. Tenant shall obtain approval from Landlord on the location of the check meter prior to installation.
 - (d) Sewer: Stub up to 4" common sewer line: no restrooms. Tenant must verify location of stub-up prior to design or they will be located as per the Landlord's shell drawings.
 - (e) Grease trap: Grease trap sized by Landlord and installed by Landlord. Location by Landlord. Tenant is responsible maintenance and disposal of grease waste. Tenant is required to utilize a grease exhaust roof protector, as designated in tenant handbook.

Landlord may elect to provide utilities directly to tenants via a "master meter", with or without sub-metering the individual tenant spaces. In such event, Tenant will be billed, directly by Landlord for electricity, gas or such other utility as Landlord elects to supply.

11. **Fire and Sprinkler System and/or Fire Alarm System**
 - (a) An automatic fire sprinkler system and/or fire alarm system shall be provided to the extent required by, and in accordance with standard raw shell building practices, and the requirements of any applicable building codes, local ordinances and the underwriting authority selected by Landlord. Tenant is responsible for and required to pay for all alterations and/or additions to the Fire Sprinkler System and/or Fire Alarm System, including but not limited to: extra sprinkler heads, hood detectors, any

chemical suppressant (Ansul System), re-routing or re-piping of sprinkler lines, etc.

- (b) If any work is performed by the Tenant or at the Tenant's request in or about the premises (i) modifies or affects the layout of the sprinkler or fire alarm system, (ii) decreases the protection such system affords the premises or the building, or (iii) increases the insurance rate on the premises or the building, Tenant shall pay for all alterations and/or additions to the sprinkler and/or fire alarm system required to make such system afford the premises, building, and all other buildings in the shopping center the same fire protection originally provided and to meet the requirements of any applicable building codes, local ordinances and Landlord's underwriting authority. Tenant and/or its contractor(s) shall make every reasonable effort to minimize impacts to the mall and/or other Tenants when altering the sprinkler and/or fire alarm system. **ALL SPRINKLER AND/OR FIRE ALARM SYSTEM ALTERATIONS AND/OR ADDITIONAL WORK MUST BE PERFORMED BY LANDLORD'S SPRINKLER AND/OR FIRE ALARM CONTRACTOR AT TENANT'S EXPENSE.**
- (c) All sprinkler plans are subject to the review and approval of Landlord's sprinkler consultant, for which Tenant will be charged a one-time review fee.

B. TENANT'S WORK

All other items of work shall be performed by Tenant at Tenant's expense in accordance with Tenant's final plans and specifications, as approved by Landlord, commencing upon substantial completion of Landlord's Work. Tenant's Work shall include, but shall not be limited to, the purchase, performance and installation of the following items. Tenant's Work shall include all necessary architectural, engineering or design related fees, code related items, permits, special assessments or taxes relating to Tenant's Work.

1. Signs - Tenant shall have fabricated and installed at the Tenant's expense, suitable identification sign or signs of such size, design and character as Landlord shall designate and/or approve. Location of all signs shall be determined by Landlord. Location criteria shall include proximity to Tenant's primary entrance and suitability with architectural motif. All signs shall be in accordance with the signage policy or sign criteria established by the Landlord and shall be installed prior to tenant opening at a place or places designated by the Landlord. Tenant shall also be responsible for all costs associated with sign lighting. In order to assure consistency and timely installation, Landlord reserves the right to make final connection to Landlord provided sign circuit on behalf of the tenant if tenants General Contractor or Sign Installers fails to do so. in the shopping center and to charge the cost back to Tenant. Tenant shall submit for Landlord's approval one (1) shop drawing at least 60 days prior to the scheduled opening of the Shopping Center. **PLANS WITH SPECIFICATIONS FOR SIGNS SHALL BE SUBMITTED FOR APPROVAL BY LANDLORD AND PERMIT IS OBTAINED FROM LOCAL JURISDICTION BEFORE FABRICATION.**
2. Interior Partitions - Tenant shall be responsible for any and all interior partitions, including stockroom partition and exit corridor, as well as any and all drop walls, curtain walls, lowered ceilings, soffitted areas, light covers, show window platforms, store fixtures, furnishings and accessories.
3. Permits; Local Code Requirements- Tenant's work must comply with all applicable building codes and local ordinances for Tenant's Work. Tenant shall submit plans in as required by local codes. Tenant shall be responsible for securing, at its expense, all required permits before commencing work. Tenant shall also be required to meet all local energy regulations, at Tenant's expense and shall be responsible for any additions, modifications or improvements to the Premises required by local code, including, but not limited to mop sinks, water fountains or coolers, additional restrooms, entrance vestibules, egress corridors, and the like.

4. Tenant Contractor - NO WORK SHALL BE DONE ON THE PREMISES BY TENANT UNTIL LANDLORD HAS APPROVED TENANT'S PLANS AND CONTRACTOR IN WRITING. In instances where Tenant's Work may coincide with Landlord's completion of the Shopping Center (as is the case of new centers or new phases) Tenant's General Contractor shall work in conjunction with Landlord's building contractor so that Tenant's contractor does not interfere or delay the construction process of Landlord's building. Tenant's contractor must perform the work in such a manner as not to cause harm to Landlord's Work, delay the progress of such work or create conflicts with labor organizations. Landlord reserves the right to cause the removal of the Tenant's general contractor if any such labor problems arise. Tenant's contractor must keep the area, HVAC system and restroom clean and free of dust and debris, with a minimum of noise and interruption to the common areas of the project. Tenant's contractor is responsible for keeping interior and exterior areas clean of construction debris at all times. If the Tenant contractor fails or refuses to keep these areas clean at all times, Landlord reserves the right to clean these areas at Tenant's expense. Tenant's contractor shall erect temporary partitions, dust barriers, etc. as required by Landlord to minimize impact of construction activities on the common areas of the project.
5. Temporary Utilities – Tenant is responsible for all utility charges for the premises beginning with the turnover of the space from Landlord or the start of construction, whichever is the earlier. If permanent power or telephone lines are not available for any reason at Tenant turnover, it is the responsibility of the Tenant/Tenant Contractor to provide temporary construction power and/or temporary phone service (e.g., generator, cellular service, etc.).
6. Trash Removal - The Tenant/Tenant Contractor will be responsible to contribute to the refuse service that will be established for the project. A one-time charge of \$1.00 per square foot will cover costs of waste removal during Tenant construction. Tenant must use designated refuse containers and must keep surrounding areas free from debris and trash.
7. Special Requirements for Roof Penetrations/Slab Grade Cutting and Patching - Any work, including cutting, venting, or duct installations, which involves cutting into, or penetrating in any manner, the existing roof structure and/or roofing material MUST BE PERFORMED BY LANDLORD'S ROOFING CONTRACTOR AT TENANT'S EXPENSE. Tenant shall not permit his contractor or any subcontractor to perform such work. Tenant shall be liable for all damage resulting from unauthorized roof penetrations and their consequent effect on the integrity of the roof and its guarantee by the Manufacturer or Contractor. Any work which involves penetration of the building slab, shall be repaired per the replacement details and methods contained in the "Tenant Handbook" including the patching of the slab and sub-slab vapor membrane and structures.
8. Tenant Handbook – Tenant is responsible to fully comply with all rules, regulations, and information contained in the Chicago Premium Outlets Tenant Construction handbook.
9. Insurance - Tenant should make early arrangements with an insurance company to provide the coverage required within the lease. Prior to the start of Tenant's Work, Landlord, or Landlord's Insurance Agent, must receive the certificate(s) of insurance required under the Lease (i.e., insurance required for tenant and insurance required for tenant contractors).
 - i. Insurance Requirements. Prior to commencement of Tenant's Work and until completion thereof, or commencement of the Lease Term, whichever is the last to occur, Tenant shall effect and maintain Builder's Risk Insurance covering Landlord, Landlord's general contractor, Tenant, Tenant's contractors and Tenant's subcontractors, as their interest may appear against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a standard "All Risk" policy of insurance protecting against all risk of physical loss or damage to all Tenant's Work in place and all materials stored at the site of Tenant's Work, and all materials, equipment, supplies and temporary structures of

all kinds incidental to Tenant's Work, and equipment, all while forming a part of or contained in such improvements or temporary structures, or while on the Premises or within the Center or the Complex, all to the actual replacement cost thereof at all times on a completed value basis. In addition, Tenant agrees to indemnify and hold Landlord harmless against any and all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant's Work, and claims, fines, and penalties arising out of any failure of Tenant or its agents, contractors and employees to comply with any law, ordinance, code requirement, regulations or other requirement applicable to Tenant's Work and Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to effect and maintain and deliver to Tenant and Landlord, certificates evidencing the existence of, and covering Landlord, Tenant and Tenant's contractors, prior to commencement of Tenant's Work and until completion thereof, the following insurance coverages:

- a. Workmen's Compensation and Occupational Disease insurance in accordance with laws of the Province in which the property is located and Employer's Insurance to the limit of \$100,000.00.
 - b. Commercial General Liability Insurance affording protection for bodily injury, death, personal injury and property damage, and including coverage for contractual liability, independent contractors, completed operations and products liability with limits of not less than \$3,000,000.00 combined single limit per occurrence.
 - c. Comprehensive Automobile Liability Insurance, including coverage for "non-owned" automobiles, for property damage, bodily injury, including death resulting therefrom with limits of not less than \$1,000,000.00 for any one occurrence combined single limit.
 - d. Owners and contractors protective liability coverage for an amount not less than \$1,000,000.00.
10. Notice of Non-Responsibility - Landlord shall have the right to post and record a notice of non-responsibility for work being performed by Tenant within the premises as permitted by law. Tenant shall give Landlord prompt written notice of the commencement of Tenant's Work.
11. Bonds or Other Security - Landlord shall have the right to require Tenant to furnish a payment bond or other security in form satisfactory to Landlord for the prompt and faithful payment of all costs and expenses incurred in the performance of Tenant's Work. Tenant shall be responsible for promptly discharging any mechanics' liens recorded against the Shopping Center.
12. Certificate of Occupancy - Upon completion of Tenant's Work, Tenant shall provide Landlord with a copy of the certificate of occupancy issued by the appropriate governmental agency for occupancy of the premises.

C. **TENANT SUBMISSION REQUIREMENTS**

Tenant shall provide complete working drawings and specifications for the construction of the leased premises for Landlord's written approval prior to starting construction. Drawings, specifications, and samples must be submitted to the Tenant Improvement Coordinator as follows:

- (a) (Submission 1) Preliminary Drawings: Must be submitted no later than 60 days after receipt of Landlord drawings. The purpose of this phase is to acquaint the Landlord with Tenant's intentions and to catch and correct as many design criteria problems as possible before the working drawing phase. Tenant will be notified within fifteen (15) days of receipt of preliminary drawings of acceptance, rejection, or items requiring corrections and/or alteration. Drawings shall include the following information at a minimum (additional information is encouraged.)
- i. Key Plan showing location of space within center.
 - ii. Preliminary Floor Plans (scale: $\frac{1}{2}'' = 1'0''$.)
 - iii. Typical Interior Elevations (scale: $\frac{1}{2}'' = 1'0''$.)
 - iv. Store Elevation and Section, including any graphics and signage. Indicate all materials and finishes (scale: $\frac{1}{2}'' = 1'0''$.) Include elevations and sections showing location of graphics, display features, and food presentation concepts, as well as flow diagram (illustrating customer sequence.)
 - v. Preliminary Finish Schedule.
 - vi. Preliminary Menu Outline.
- (b) (Submission 2) Final Working Drawings-- Final working drawings showing all detail as submitted for plan check and to Contractor for construction, shall include:
- i. Key Plan showing location of space within center.
 - ii. Floor plans (scale: $\frac{1}{2}'' = 1'0''$) indicating construction materials, colors, and finishes, locations of partitions and type of construction, placement of merchandising fixtures, and toilet room locations (if required by code) indicating placement of plumbing fixtures.
 - iii. Reflected Ceiling Plans (scale: $\frac{1}{2}'' = 1'0''$), indicating locations of all accent lighting fixtures, manufacturer information, catalog number, and lamps to be used.
 - iv. Store Elevation and Section, including graphics and signage. Indicate all materials and finishes (scale: $\frac{1}{2}'' = 1'0''$). Include elevations and sections showing location of graphics, display features, casework details, materials, colors of finishes, food presentation concept, and flow diagram.
 - v. Interior Elevations, Sections, and Details sufficient for construction (scale: $\frac{1}{2}'' = 1'0''$).
 - vi. Complete Interior Finish and Fixture Schedule.
 - vii. Signage shop drawings (scale: $\frac{1}{2}'' = 1'0''$) indicating elevation and section views, lettering style and size, all colors and materials, methods of illustration, color of illuminate and voltage requirements. Food Tenant to include menu board details, as well as proposed method of temporary signage (sales, daily or weekly specials) including location, size, materials, color, lettering type, and framing method.
 - viii. **Complete set of Mechanical, Electrical, HVAC, Plumbing and Sprinkler Drawings.**
 - ix. Drawings must indicate connected electrical loads, weights of heavy equipment, cases, etc...
 - x. Specifications not on the drawings should be submitted on 8 1/2" x 11" booklets. Four (4) sets.
 - xi. Include catalog cut-sheets of equipment with full dimensions, mechanical, electrical, and plumbing requirements. All equipment must be National Sanitation Foundation (NSF) approved and in new condition.
 - xii. Final Menu, complete with all food and drink items.

- xiii. Include exhaust riser diagram from hood to roof. Included on this drawing are access panels, hanging details, fire rating wraps, etc...
- xiv. Include kitchen hood shop drawings and hanging details.
- xv. Include modifications to the building fire alarm system.
- xvi. **PRIOR TO TENANT CONTRACTOR STARTING CONSTRUCTION, provide Tenant Management with signed and sealed drawing(s) by State Licensed Structural Engineer for all roof top equipment and equipment supported by structural joists, including hoods. Drawing(s) to include location of units on structural steel, structural supports, and operating weights of all units. Allow at least 10 days for Landlord review and approval.**

Landlord requires final set of working drawings to be submitted to Landlord: one set of bond prints 11"x17" format. Also a digital copy (AutoCad and pdf format) As- Builts – digital copy (AutoCad and pdf format)

EXHIBIT "B"
SITE PLAN

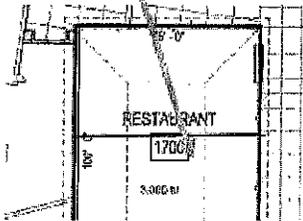
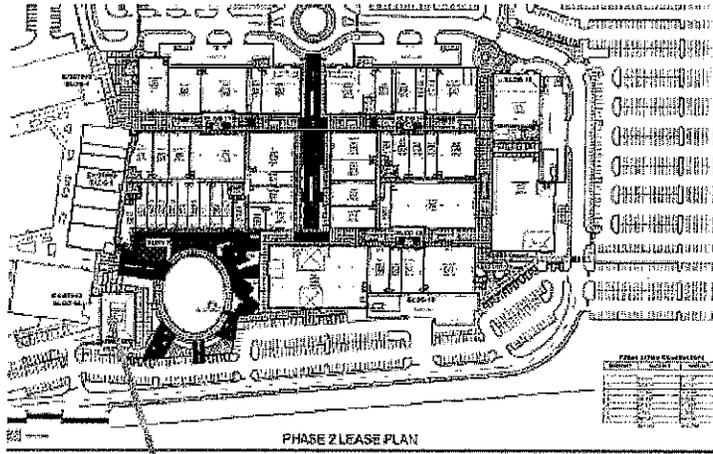


EXHIBIT "C"
RULES & REGULATIONS

1. Tenant shall supply replacement light bulbs, ballasts, etc., for interior lighting of the Demised Premises.
2. Tenant shall provide and maintain adequate, functioning fire extinguisher(s) readily available within the Demised Premises.
3. Tenant shall provide and maintain a small First Aid kit available within the Demised Premises in the event of cuts or minor injuries.
4. Tenant shall keep the Demised Premises in a neat and clean condition and shall maintain the Demised Premises and Tenant's personal property therein as an attractive shopping area in accordance with the general character of the Shopping Center. Tenant shall ensure that rugs or doormats in front of the Demised Premises are brushed or shaken daily.
5. Tenant shall keep the windows of the Demised Premises clean inside and outside. However, Tenant shall not permit the cleaning of any windows or other exterior maintenance and janitorial services to be performed except by such person(s) as shall be approved by Landlord and except during reasonable hours designated by Landlord for such purpose.
6. Tenant shall comply with all applicable smoking regulations. No smoking shall be allowed within the Demised Premises; customers and invitees shall be so advised when violating this rule. In no event shall any Tenant be permitted to burn candles or otherwise use any open flames within the Demised Premises or any other part of the Shopping Center.
7. Tenant shall comply with all regulations concerning the disposal of trash from the Demised Premises and shall not throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind. In general, trash from daily operations should be placed in plastic garbage bags, securely tied at the top and deposited in the appropriate dumpster. No trash or boxes may be left in front of the Demised Premises. All cartons must be crushed flat and tied in bundles. There shall be no burning of trash, refuse or waste materials.
8. Tenant shall not deface, damage or demolish any part of the Demised Premises or any sign, light standard or fixture, landscaping materials or other improvement within the Shopping Center, or the property of any customers, invitees or employees situated within the Shopping Center. In the event Tenant sells or distributes stickers, decals, or similar materials, and such stickers, decals or other materials are placed on buildings, windows, signs or other common areas, Tenant shall be responsible for all costs associated with the removal of such materials and/or clean-up associated therewith, including a 15% overhead fee to compensate Landlord for its supervision of any such clean-up. Landlord also reserves the right to require Tenant to discontinue the sale or distribution of such materials if they become a nuisance.
9. Tenant shall not use, permit or suffer the use of the Demised Premises, or any part thereof, for any purpose other than for the retail sale of the items identified in Tenant's Lease. Specifically, but not by way of limitation, Tenant shall not use, permit or suffer the use of the Demised Premises, or any part thereof, as living, sleeping or lodging quarters, or other residential purpose, nor shall tenant store or stock in the Demised Premises any goods, wares, merchandise or other property except such as are reasonably required for the conduct of Tenant's business in the Demised Premises.
10. Tenant shall operate the heating, ventilating and air conditioning system servicing the Demised Premises in such a manner so as to provide (i) adequate heat, ventilation and air-conditioning in and to the Demised Premises during all business hours of the Shopping Center and (ii) sufficient heat during all other times so as to prevent freezing of all pipes within the Demised Premises.

11. Tenant shall not carry on any trade or occupation, or operate any instrument or apparatus or equipment which emits any odor or causes any noise or sound discernible outside the Demised Premises and/or which may be deemed offensive in nature. Tenant shall not use any televisions, flashing lights or other devices in a manner so as to be seen outside of the Demised Premises. Tenant shall not install or permit to be installed in, on or about the Demised Premises any audio, video or radio transmitting equipment, diathermy equipment, x-ray equipment or any other material or equipment which would cause any interference with, or interruption of, electronic reception or transmission anywhere in the Shopping Center.
12. Tenant shall not obstruct the passageways, driveways, walks, roadways, exits and entries in, to, from and through any part of the Shopping Center used in common with other tenants. Where the Shopping Center walkways are wide enough to permit open doors, Landlord will permit Tenants to keep doors open in fair weather, provided (i) an approved door stop is utilized when the doors are propped open, and (ii) outside temperatures do not exceed 90 degrees (typically exceeding a 15 degree temperature differential between inside HVAC temperatures and outside temperatures). During times when outside temperatures exceed 90 degrees, or as otherwise reasonably required by Landlord, doors must be closed. Landlord's security personnel will be authorized to close doors that they observe to be propped open during these times.
13. Tenant shall cause all trucks servicing it to load and unload prior to or after the hours of the Shopping Center opening for business to the general public.
14. Tenant shall promptly execute and deliver whatever instruments may be required to carry out the intent of any provision of the Lease.
15. Tenant shall not use any Common Area for any purpose, other than ingress, egress and parking, and such other common purposes as may be designated by Landlord from time to time. Tenant, its employees and/or agents, shall not solicit business in the parking or other Common Areas, nor shall Tenant, its employees or its agents, distribute any handbills or other advertising matter in or on the parking or other Common Areas, or in or on any automobiles parked therein, except as may be expressly permitted by Landlord in each instance.
16. Tenant shall be open for business during the days and hours established by Landlord, which days and hours may be changed from time to time at Landlord's discretion.
17. Tenant shall, not use the plumbing facilities for any purpose other than that for which they are constructed, and no grease, paint or foreign substance of any kind shall be disposed of therein, and the expense of any breakage, stoppage, damage or environmental clean-up mitigation efforts (whether on or off the Demised Premises) resulting from any breach thereof shall be borne by Tenant.
18. Tenant shall not operate in or on the Demised, Premises or in any part of the Shopping Center any coin or token operated vending machine or similar device for the sale of merchandise (including, without limitation, pay lockers, pay toilets, scales, amusement devices, and machines for the sale of beverages, foods, candy, cigarettes or other commodities.
19. Tenant shall not place or maintain any display of merchandise, or otherwise conduct any business (including, with limitation, the storage of any merchandise or other property of Tenant), in any areas of the Shopping Center outside of the Demised Premises without the express permission of Landlord.
20. Tenant shall keep its display windows and sales areas illuminated and its signs and exterior lights lighted each and every day of the Term during the hours designated by Landlord.
21. Tenant or its agents shall not enter upon or have access to any roof at the Shopping Center without Landlord's express prior consent in each instance.

22. If the Demised Premises are or become infested with vermin, Tenant shall at Tenant's expense cause the same to be exterminated from time to time to the satisfaction of Landlord and shall employ such exterminators and such exterminating company or companies as shall be approved by Landlord.

23. Tenant shall require its employees to park in any designated "Employee Parking Area" as directed by Center Management. Landlord shall be required to issue no more than one written warning per employee violation of this provision, and may thereafter levy a fine of \$25.00 per occurrence, which shall be billed to Tenant as Additional Rent. Landlord shall apply the proceeds of such fines as additional marketing expenditures for the Shopping Center. After issuance of a written warning pursuant to the forgoing provision, Landlord, at its sole discretion, shall have the right to cause an employee's illegally parked car to be towed at the owner's expense. Further, vehicles operated by Tenant's Employees shall be subject to all regulations, limits, and ordinances imposed by the Shopping Center or any governing authority.

- H. The display or use of multiple product boxes (such as shoe boxes) in windows or displays is prohibited.
- I. Cartons and boxes used for shipping or storage must be kept clear of windows and doorways at all times.
- J. Merchandise may not be attached to entrance doors or storefront windows at any time.
- K. Tenant security grills or metal gates must be concealed when store is open for business. Prior to installation of security grills or metal gates, Tenant must receive approval from Tenant Manager/Landlord.
- L. No security alarm boxes, bells or sirens shall be installed on or above storefronts. All alarm boxes, bells or sirens are to be placed on the rear façade of the building only, subject to Landlord approval.

2. Storefront Window Tinting Policy

A. All Tenants must use the specified window tints. No deviations will be accepted without Landlord approval.

B. Products that must be used are either

- “Armorgard” by Solar Gard, 2 mil. Clear (standard)
4 mil. Clear (security)
7 mil. Clear (security plus)

This clear film rejects approximately 99% of UV but provides no protection from the heat.

- “Panorama Hilite 70”
This film is clear on the glass, but rejects 55% of solar energy including 95% of near infrared (heat from the sun), which is an advanced film type.

C. Interior installation and clear film only.

3. Display Lighting

A. The Tenant is required to provide and install appropriate lighting fixtures to illuminate the area inside each storefront window “window display area” to no less than 100 foot candles measured 36” inward from glazing and 36” above grade.

1. Incandescent or halogen lighting is permitted. Fluorescent lighting is prohibited for use in window display illumination.
2. Surface mounted adjustable track, or recessed lighting may be utilized to illuminate the window display area.
3. Plans for such lighting must be included with initial Tenant build-out plans and are subject to Landlord’s approval.
4. All Tenant supplied and installed lighting fixtures must be “UL Approved”.

Each window display must be illuminated for day and night viewing.

The Tenant is responsible for maintenance, repair and bulb replacement for all lighting within Tenant’s space.

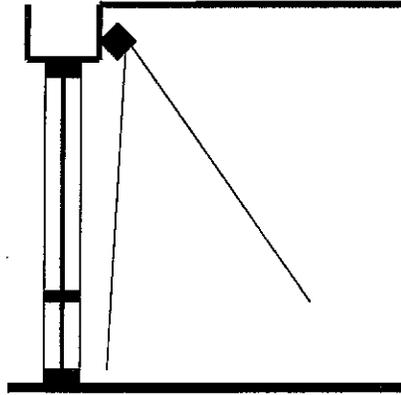
The Landlord reserves the right to require the Tenant to remedy any display lighting conditions deemed to be inadequate.

The Landlord reserves the right to determine the minimum hours window display lighting shall remain illuminated after store closing.

If required by the Landlord, the Tenant shall be responsible for installation and proper operation of any time-switching device needed to ensure compliance with required lighting hours.

Display Lighting

Track lighting mounted to the back face of Storefront soffit gives the best opportunity for highlighting merchandise and display. **IF USED, THESE LIGHT FIXTURES MUST BE HIDDEN AND NOT VISIBLE FROM THE EXTERIOR OF GLASS.**



4. Storefront Signage

All Tenant signage must be approved by the Landlord prior to fabrication and installation. Any unapproved sign placed upon or outside of Store or in any part of the Shopping Center shall be considered a violation of the Tenant's Lease Agreement.

A. Exterior Store Identification Signage

The Landlord permits permanent store identification signage under provisions contained in the Tenant Sign Criteria specific to each Center. These Sign Criteria are in compliance with local regulations and have been adopted by the local governing authority having such jurisdiction. Please consult the Center's Sign Criteria for Primary and, if applicable, Secondary Building Signage and installation requirements.

B. Temporary Exterior Store Identification Signage

While the Lease requires a permanent sign to be installed, the Landlord recognizes that permits and installation may be occasionally delayed. In these instances, Tenant must refer to the Temporary Sign Criteria.

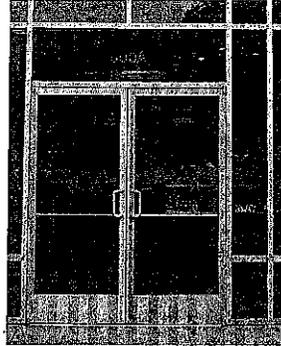
1. All temporary signage requires Landlord approval.
2. Each Variance is limited to the earlier of four weeks or the date of permanent signage installation. Upon expiration, the variance may be extended upon Landlord receiving documentation of scheduled installation of permanent signage.
3. Temporary signage must be installed per the Criteria. Damage to storefront/fascia caused by improper installation of temporary signage shall be solely the responsibility of Tenant. If Tenant does not make the necessary repairs, the repairs shall be made by Landlord at Tenant expense.
4. **NO BANNERS ALLOWED.**

C. Entry Door/Storefront Window Signage

1. For the purpose of store identification, the Tenant may propose to the Landlord a design layout of Tenant name and/or logo only, in white, black or specific logo color, subject to Landlord's approval, in Vinyl Die-Cut Graphics for placement on the inside of entry doors. Each door is permitted 1 square foot of Vinyl Die-Cut Sign area. The area must be centered from grade or as otherwise directed due to door configurations.

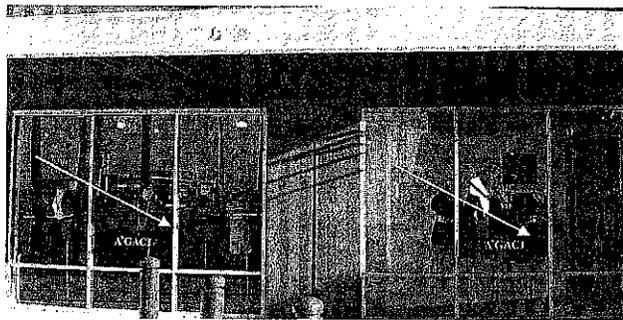
Please confirm placement with the Center management before fabrication and installation.

Door Vinyls:



2. For the purpose of additional store identification, unless otherwise specifically approved by the Landlord, the Tenant may also propose to the Landlord a design layout of store name and/or logo only, in white, black or specific logo color subject to Landlord's approval in Vinyl Die-Cut Graphics for placement on the inside of every other (alternating) display window. Size ranges and ".com" are not permitted. The maximum permitted area on each window may not exceed 1 square foot and placement must occur in the centered area measured a minimum of 8" inward toward the window's center from the vertical edges of the window and may not exceed 42" above grade.

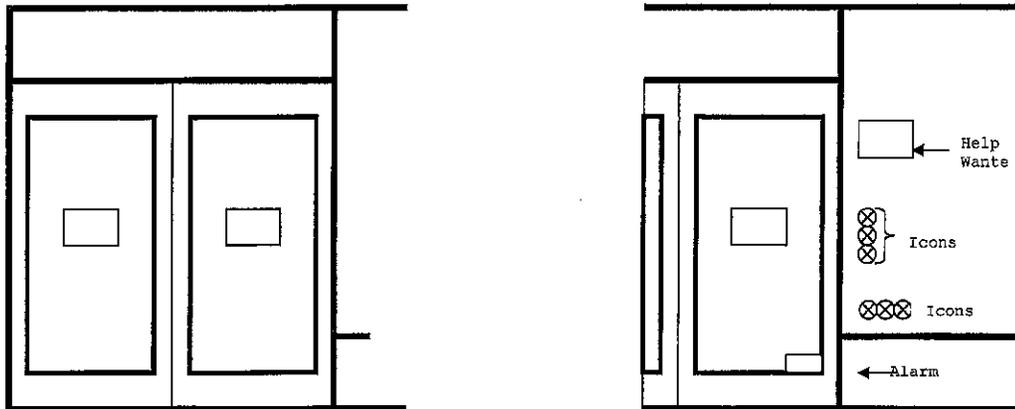
Window Vinyls:



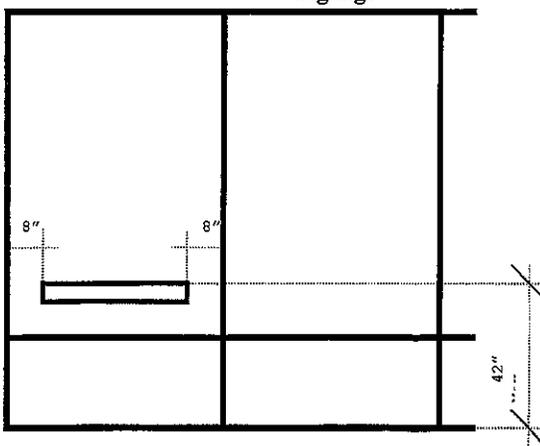
3. Permanent store signage as a part of window background display is limited to 1 square foot of sign area per 1 lineal foot of store frontage.
4. Tenant supplied "Help Wanted" signs are prohibited.
5. "Help Wanted" and other standard information signs as deemed necessary by Landlord, are provided by Landlord and shall be affixed to the inside left edge of the window immediately adjacent to the right of entry doors and no higher than 48" above grade. Such signage shall only be permitted to be affixed with clear suction cups.

6. Standard information signage icons such as no food, drink, smoking, store hours, etc. shall be provided by Landlord only. Facebook, Twitter, Foursquare shall be provided by Landlord at Tenant request and Tenant expense.
7. Other than as provided in Items 4.C.1, 2, 5 and 6, no signage of any type is permitted to be placed in or affixed to storefront windows or doors.
8. Credit card or check acceptance signs or logos placed on storefront display windows or doors are strictly prohibited.
9. Alarm company stickers shall be limited to one per entry door and be located only at the extreme lower right corner of the glass area on the door.
10. Handicap access stickers are permitted and shall be placed according to ADA or local jurisdiction under the supervision and approval of the Landlord.
11. The Landlord reserves the right to require a Tenant, at its expense, to remove any storefront signage it considers to be non-complying or unprofessional.
12. All Tenant signage must be removed upon expiration or earlier termination of the Lease, and the storefront/fascia repaired, all at Tenant's expense.

Entry Door Signage



Window Signage

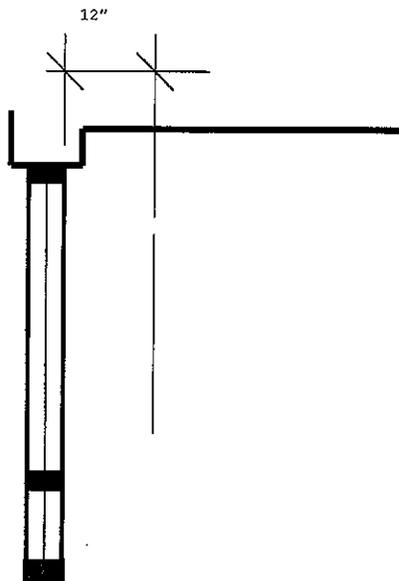


D. Temporary Promotional Window Signage

1. All temporary "promotional" type signage requires Center Manager's review and approval of Promotional Sign Variance.
2. Each Variance shall be limited to two weeks, and upon expiration may be renewed once with proof of supporting advertising (4 weeks maximum).
3. Temporary promotional posters/signage may be allowed to cover a portion (up to 30%) of the lineal width of Tenant's storefront glass area.
4. All temporary promotional signage must be professionally produced. Handmade or personal computer graphics signs are prohibited.
5. Promotional Signs affixed in any manner to storefront windows or entry doors are strictly prohibited. Such signs intended to be visible through storefront windows may be incorporated into a window display or be temporarily suspended with monofilament (nylon fishing line) no closer than 12" from the inside of the window.
6. Individual sign panels must be spaced a minimum of 6' from one another.
7. Fabric or lightweight posters must be weighted. Curled sign materials are not permitted.
8. All interior posters/banners shall be considered "Temporary Promotional Signage" and as such, be subject to all rules governing same. The area of interior banners may not exceed 1 square foot per lineal foot of storefront. In no case may an interior banner/poster, which is not part of a window display, be hung closer than 15' (feet) from the storefront.
9. **NO promotional or other graphics may be affixed on windows without special approval from Premium Outlet's Marketing Department.**

"Temporary Promotional Signage"

Temporary Signs Suspended From Ceiling

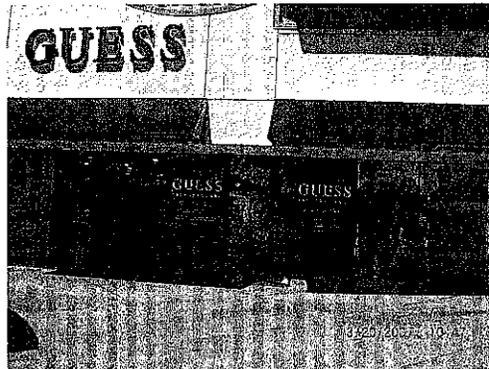
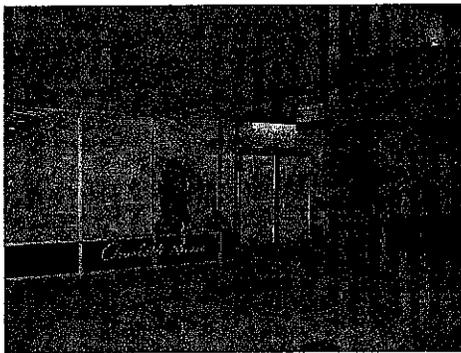


10. Exterior banners are prohibited.
11. "A-frame", poster holder or other types of freestanding signs may not be placed outside of the Lease Line at any time. The Lease Line is defined as the boundary between storefront glazing and entrance doors, and common area.
12. No merchandise shall be placed outside of Lease Line, unless specifically permitted by Landlord (i.e. sidewalk sales).

5. Construction/Remodel Window Graphics

- A. Tenants under construction may submit preferred "opening soon" window graphic treatments to Tenant Manager for review and approval.
1. Graphics must be applied to interior side of windows/doors and cover entire glass area.
 2. Proposed graphics should be representative of Tenant's name/logo.
 3. Website addresses, www.com's are NOT allowed on temporary window graphics.

All graphics shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of window graphic submittals based on aesthetics of design shall remain the sole right of the Landlord.

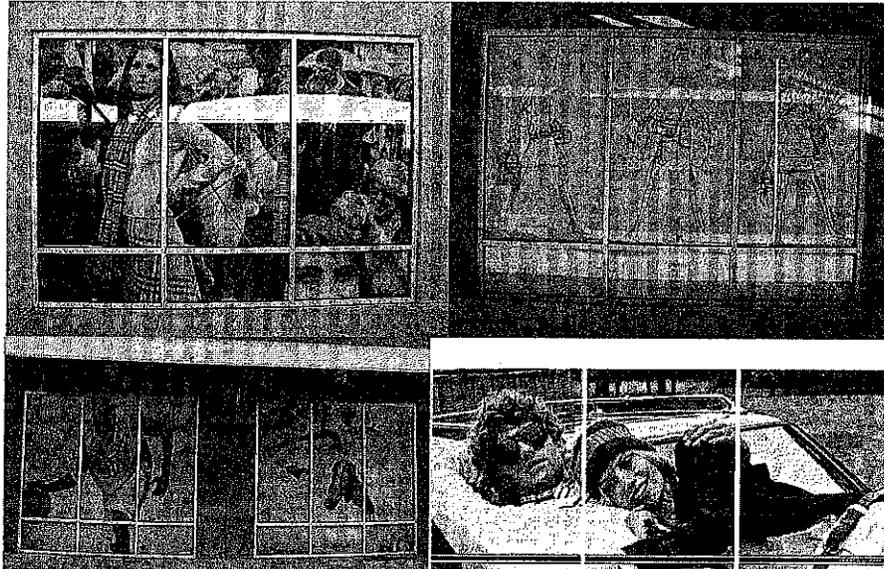


Examples: Tenant "Opening Soon" Window Graphics

6. Lifestyle Graphics for Store Windows

- A. In some instances, Tenants design/layout of their store may prompt requests for blocking off window areas of a leased premise. Although it is Landlord's preference for all store windows to display Tenant's merchandise, Landlord will consider lifestyle graphics for coverage of windows on an individual basis. Allowed window coverage varies by center, architectural conditions and storefront window configurations. Tenants must submit their proposed lifestyle graphic treatments to Tenant Manager for review and approval.
1. Approved graphics must be applied to interior side of windows and cover entire glass area. NO EXTERIOR APPLIED GRAPHICS ARE PERMITTED.
 2. Proposed graphics should be representative of Tenant's name/logo and/or merchandise.

All graphics shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of window graphic submittals based on aesthetics of design shall remain the sole right of the Landlord.



Examples: Lifestyle Graphics for Store Windows

7. Barricade Graphics

- A. Barricades must be erected if there is any construction that goes beyond or on the front wall of Tenant space. These barricades must be painted with 3 coats of white paint. Tenant contractor must maintain a safe environment for customers and employees during construction period. All work areas must be inaccessible or blocked off from customer/employee flow. Placement and design must be approved in writing by Landlord PRIOR to installation of barricade.
1. Signage/graphics permitted on barricade: Typical graphics installed on barricades consist of 2' high x 4' wide pvc (2mm thick) panels with lettering, which may include Tenant name, logo, opening soon and/or opening date. Number of signage panels allowed depends on length of barricade. Bottom of sign panels to be installed at 3' AFF. Alternate vinyl type graphics like the example below may also be proposed to Tenant Manager for review and approval.



Tenants must submit their signage/graphic barricade designs to Tenant Manager for review/approval.

8. Prohibited Signs, Displays and Acts

A. Signs Constituting a Traffic Hazard

Signs which simulate or imitate in size, color, lettering or design, any traffic sign or signal, or which makes use of the words "STOP", "LOOK", "DANGER", or any other words, phrases, symbols or characters in such a manner to interfere with, mislead or confuse traffic are prohibited.

B. Immoral or Unlawful Signage

Signs referencing anything of any obscene, indecent or immoral nature or unlawful activity are prohibited.

C. Signs on Doors, Windows or Fire Escape Paths

Placement of signs in the walkway area in front of stores is not permitted. No signs shall be installed, relocated or maintained so as to prevent free ingress to or egress from any door.

D. Animated, Audible or Moving Signs

Signs consisting of, or giving the effect of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or having animated light or sound are prohibited.

E. Credit Card or Check Acceptance Signs or Logos

Placement of vendor provided adhesive signs on entry doors or storefront glass is prohibited.

F. Unprofessional Signs

Hand lettered or personal computer generated signs are prohibited in public view. Absolutely no signs are permitted to be taped to the storefront or any other surface in public view.

G. Neon or Internally Illuminated Signs

Unless specifically approved by the Landlord, neon or internally illuminated signage is prohibited. If permitted, the sign must be back at least 10' 0" from storefront display

windows. Tenant may propose a reverse channel halo lit sign (Tenant name and/or logo only) to be mounted to a display wall, no closer than 2' 0" from storefront windows.

H. TV/Display Monitors/Security Cameras

Unless specifically approved by Landlord, TV/Display Monitors must be installed at least 10' (feet) from storefront display windows. Security cameras must face inside store (not outside Tenant space) and shall be located inside Tenant suite.

I. WEB Addresses

Signs in display windows prominently displaying WEB addresses (.com) as their primary purpose are prohibited.

J. Off-Premise Signs

Any sign installed for the purpose of advertising a project, event, person or subject not occurring on Center property is prohibited unless specifically authorized by the Landlord.

K. Vehicle Signs

Signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries of merchandise or service are prohibited.

L. Inventory Liquidation Signs

Signs implying or stating that a store will be closing such as "Going out of Business", "Bankruptcy Sale", "Closing this Store", "Lost our Lease", "Everything Must Go", etc. are strictly prohibited.

M. Light Bulb Strings

Displays, other than temporary decorative holiday lighting during the months of November and December, which consist of unshielded light bulbs or light bulb strings are prohibited unless otherwise specifically approved.

N. Flyers

Distribution of flyers for any purpose outside of Tenant's leased premises, unless specifically authorized by Landlord, is prohibited.

EXHIBIT "E"
TENANT MENU
[TENANT TO PROVIDE]

