

**SHOPPING CENTER
LEASE AGREEMENT**

BY AND BETWEEN

CCM ASSOCIATES OF CLIFTON PARK, LLC

(LANDLORD)

AND

TENANT NAME

(TENANT)

DATED XXXXXXXX

TABLE OF CONTENTS

	Page
Section 1	Fundamental Lease Provisions; Definitions..... 1
Section 2	Demised Premises..... 4
Section 3	Term 5
Section 4	Rent 6
Section 5	Landlord's Construction 8
Section 6	Demised Premises Deemed Ready for Occupancy 9
Section 7	Use, Care and Operations 9
Section 8	Insurance and Indemnities..... 15
Section 9	Tenant Improvements 17
Section 10	Communication Lines 18
Section 11	Repairs by Landlord..... 19
Section 12	Repairs and Care of Demised Premises by Tenant 19
Section 13	Utilities 20
Section 14	Entry of Demised Premises by Landlord 20
Section 15	Development by Landlord and Common Areas 21
Section 16	Default by Tenant 22
Section 17	Demand and Receipt by Landlord 24
Section 18	Damage and Destruction 24
Section 19	Condemnation 25
Section 20	Subordination of Lease 26
Section 21	Estoppel Certificates 26
Section 22	Assignment and Subletting 27
Section 23	Payment on Account by Tenant..... 27
Section 24	Waiver..... 28
Section 25	Quiet Enjoyment 28
Section 26	Notices..... 28
Section 27	Commissions 29
Section 28	Delays in Performance 29
Section 29	Language Construction..... 29
Section 30	No Joint Venture or Partnership 29
Section 31	Captions..... 29
Section 32	Rights of Successors and Assigns 29
Section 33	Liability of Landlord..... 29
Section 34	Applicable Law..... 30
Section 35	Entire Agreement; Modifications 30
Section 36	Invalid Provision..... 30
Section 37	Security..... 30

Section 38	Submission of Document.....	30
Section 39	Additional Provisions	30

- Exhibit "A" – Additional Provisions
- Exhibit "B" – Demised Premises
- Exhibit "C" – Landlord's Work
- Exhibit "D" – Tenant's Improvements
- Exhibit "E" – Sign Criteria
- Exhibit "F" – Agreement of Lease Commencement Date
- Exhibit "G" – Existing Exclusives and Restricted Uses
- Exhibit "H" - Guaranty

SHOPPING CENTER LEASE

THIS LEASE AGREEMENT ("Lease") made and entered into the date as so specified herein by and between CCM Associates of Clifton Park, LLC with an address at 800 Rt. 146, Suite 240, Clifton Park, New York 12065, hereinafter "Landlord", and ,hereinafter "Tenant".

1. **FUNDAMENTAL LEASE PROVISIONS/DEFINITIONS.** The following are the fundamental provisions of this Lease. Capitalized terms not otherwise defined herein shall have the meanings as set forth in this Section 1.

- A. **ADDITIONAL RENT:** Any and all sums of money or charges other than Fixed Minimum Rent required to be paid by the Tenant under this Lease, whether designated as additional rent or not, and including without limitation those charges set forth in Section 4(C).
- B. **BUSINESS DAY:** From 10:00 a.m. to 9:00 p.m., local time seven days per week, excluding Thanksgiving Day, Christmas Day, and New Year's Day.
- C. **COMMENCEMENT DATE:** The date the Demised Premises are Ready for Occupancy
- D. **COMMON AREA:** The term "Common Areas" herein means all areas of the Shopping Center which are now or hereafter made available by Landlord from time to time for the general use or benefit of Landlord, and other tenants at the Shopping Center, other parties to whom the right to use the Common Areas has been or is hereafter granted, and their employees and invitees, as such areas currently exist and as they may be changed from time to time. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to Landlord, tenants, employees and invitees of the Shopping Center and which are maintained with the Common Areas under any reciprocal easement agreement, operating agreement or other such agreement now or hereafter in effect. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, any parking areas and structures (whether in tiers or at, above or below grade), mall enclosures and roofs covering Shopping Center buildings, entrances, sidewalks, streets or roadways, passageways, concourses, courts, arcades, service corridors, loading platforms and truck docks for the general use of all tenants, delivery areas, escalators and elevators, ramps, stairs, landscaped and vacant areas, public bathrooms, information and telephone booths, directory signs and equipment, common lighting facilities, drainage areas, lounges and shelters, package pick-up stations, drinking fountains, public comfort and first aid stations, public meeting rooms, auditoriums, bus stops, taxi stands, and all furniture, decorations, fixtures, improvements, systems and equipment, and other facilities, located in or serving any of the foregoing.

E.COMMON AREA CHARGE: All costs and expenses of every kind and nature paid or incurred by the Landlord in (a) operating, maintaining, managing, expanding, renovating and improving the Common Areas, (b) operating, maintaining, expanding, renovating and improving the Common Areas, (c) operating and maintaining Shopping Center signs, whether on or off the Shopping Center, and (d) providing on and off-site traffic control. Such costs and expenses shall include, but not be limited to, costs of property management, cleaning, repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available); lighting,; snow removal, trash removal, parking areas resurfacing and line painting, landscaping; providing security; supplying music to the Common Areas; providing public liability, property damage, fire, and extended coverage and such other insurance as the Landlord deems appropriate; total compensation and benefits (including premiums for workmen's compensation and other insurance) paid to or on behalf of employees; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; parking area surcharges or levies; reasonable depreciation of equipment used in operating and maintaining the Common Areas and Service Areas and rent paid for the leasing of any such equipment; and to the extent not set forth above, administrative and management cost equal to ten percent (10%) of the total cost and expense of all the foregoing items.

- F. **DEMISED PREMISES:** The following property within the Shopping Center and more particularly described on the site plan attached hereto as Exhibit "B", together with the improvements and fixtures included in Landlord's Work , Exhibit "C", (if any). In addition to the 2,400 sf of space, the Tenant may locate a seating area on the sidewalk directly in front of the Demised Premises and/or on the patio area shown on Exhibit B attached hereto. Tenant shall be required to obtain and maintain all municipal permits and approvals in order to provide such seating. The terms of this Lease shall apply to the outdoor seating area as well including but not limited to Tenant's indemnifications, insurance and maintenance and repair obligations. The outdoor seating area may not have any permanent installations or improvements without Landlord's prior written consent. Landlord shall approve the

size and configuration of the outdoor seating area. Tenant shall ensure the outdoor seating area does not interfere with other tenant's in the Shopping Center. Tenant shall ensure the outdoor seating area does not block pedestrian access through the Common Areas of the Shopping Center. Tenant shall keep the outdoor area free of trash, debris and insects/rodents.

XXXXX Clifton Park Center Rd. Store XX, Clifton Park, NY 12065 consisting of XXXXXXXX Square Feet.

G. **ESTIMATED INITIAL MONTHLY COMMON AREA CHARGE:** , \$ _____ subject to change after the first Lease Year.

H. **ESTIMATED INITIAL MONTHLY TAXES AND INSURANCE:** \$ _____ for Taxes and \$ _____ for Insurance, subject to change after the first Lease Year.

I. **FIXED MINIMUM RENT:** Initial Term: XXXXXXXXXXXX

J. **GROSS SALES:** The aggregate gross amount of all sales of merchandise made and all charges for services performed by the Tenant or any persons, firms or corporations on its behalf, or any subtenants, licensees or concessionaires of the Tenant, from, in or upon the Demised Premises, including orders taken upon the Demised Premises for delivery from sources other than the Demised Premises, and whether wholesale or retail, and whether cash or credit, and including the value of all consideration other than money received for any of the foregoing, less refunds for merchandise returned for which cash has been refunded or credit given; provided the sales price was originally included in Gross Sales; the amount of any sales and excise taxes whatsoever, and however imposed, computed or paid for sales from, in or upon the Demised Premises, shall, to the extent included in sales, be deducted when determining Gross Sales; merchandise transferred from the Demised Premises to another store or stores of the Tenant, or merchandise returned for credit to factories or jobbers shall not be included in determining Gross Sales; no deduction shall be allowed for uncollected or uncollectable credit or charge accounts.

K. **GUARANTOR OF LEASE:** XXXXXXXX
Address of Guarantor: XXXXXXXXXXXX

L. **GROSS LEASEABLE AREA:** Shopping Center: approximately 620,353 square feet
Demised Premises: deemed to be XXXXXXXX

M. **INITIAL TERM:** XXXXXXXX

N. **LANDLORD:** CCM Associates of Clifton Park LLC
Address of Landlord: c/o DCG Development
800 Rt 146
Suite 240
Clifton Park, NY 12065

O. **LANDLORD'S WORK:** Work, if any, described on Exhibit "C" attached hereto.

P. **LEASE YEAR:** Twelve (12) consecutive full calendar months.

Q. **PARTIAL LEASE YEAR:** Any portion of the Term less than twelve (12) consecutive full calendar months.

R. **PERMITTED USE:** The Premises shall be used for the retail sale of XXXXXXXX

S. **READY FOR OCCUPANCY:** Defined in Section 6.

T. **RENEWAL TERM(S):** XXXXXXXX

- U. **RENT:** Fixed Minimum Rent, Additional Rent, and all other charges due under this Lease. The first month's rent and any other applicable charges shall be paid upon the execution of this Lease.
- U1. **RENT COMMENCEMENT DATE:** Tenant shall commence payment of rent and additional rent at the earlier of (i) the date opens for business in the Demised Premises or (ii) 120 days from the Commencement Date.
- V. **SECURITY DEPOSIT:** The Security Deposit shall be equal to one month's rent and shall be payable upon the Execution of this Lease. XXXXXXX
- W. **SERVICE AREA:** All garbage and refuse disposal facilities, Shopping Center offices, maintenance and storage rooms, loading areas and all other areas and facilities located on the Shopping Center which are used in the maintenance and operation of the Shopping Center.
- X. **SHOPPING CENTER:** Clifton Park Center Mall
- Y. **TAX PARCEL:** The Shopping Center and any additional land owned by the Landlord improved for use as a part of the Shopping Center, but excluding any portions thereof which are (i) separately assessed for tax purposes and (ii) billed to an entity other than the Landlord or paid directly by an entity other than the Landlord even though billed to the Landlord; provided however, that for purposes of this clause (ii) the Landlord shall be deemed to include any other entity which is controlled by principals of the Landlord.
- Z. **TENANT:** DNZA LLC
Address of Tenant: [PLEASE INSERT]
- AB. **TENANT'S COMMON AREA CHARGES:** Tenant's Prorata Share multiplied by the Common Area Charges.
- AC. **TENANT'S IMPROVEMENTS:** Any improvements, betterments, trade fixtures, furniture, furnishings, signs and personal property installed and paid for by the Tenant and as may be set forth in Exhibit "D", attached hereto, if any. Any improvements required for Tenant to use and operate at the Demised Premises and which is not included in Landlord's Work shall be deemed to be Tenant's Improvements to be performed by Tenant at its sole cost and expense.
- AD. **TENANT'S PRORATA SHARE:** Gross Leasable Area of the Demised Premises divided by the Gross Leasable Area of the Shopping Center. Notwithstanding tenants which are separately allocated certain costs and/or separately pay costs, shall not be included in computing Tenant's obligations under this Section and the square footage for purposes of determining the Tenant's ProRata Share will be adjusted as required so as to allocate costs pro rata over the tenants benefitted.
- AE. **TENANT'S SHARE OF TAXES:** The product of all real estate taxes and assessments, both general and special (including but not limited to sewer charges), which may be levied or assessed by the lawful taxing authorities against the land, buildings and all other improvements within the Shopping Center multiplied by a fraction of which the numerator shall be the Gross Leasable Area of the Demised Premises and the denominator shall be the Gross Leasable Area of all buildings within the Shopping Center, at the time such taxes were levied or assessed. Notwithstanding, however, tenants spaces which are separately allocated or pay separate costs shall be excluded from the Gross Leasable Area of all buildings within the Shopping Center.
- AF. **TENANT'S SHARE OF INSURANCE.** The product of all insurance premiums paid by Landlord covering the Shopping Center multiplied by a fraction of which the numerator shall be the Gross Leasable Area of the Demised Premises and the denominator shall be the Gross Leasable Area of all buildings within the Shopping Center, at the time said insurance premiums were paid. Notwithstanding, however, tenants spaces which are separately allocated or pay separate costs shall be excluded from the Gross Leasable Area of all buildings within the Shopping Center.
- AG. **TENANT'S TRADE NAME:** XXXXXXXXXX

AH. **TERM:** XXXXXXXXXXXXXXXXXXXX

AI. **RIDERS:** The following riders are hereby attached hereto and incorporated herein:

- Exhibit "A" – Additional Provisions
- Exhibit "B" – Demised Premises
- Exhibit "C" – Landlord's Work
- Exhibit "D" – Tenant's Improvements
- Exhibit "E" – Sign Criteria
- Exhibit "F" – Agreement of Lease Commencement Date
- Exhibit "G" – Existing Exclusives and Restricted Uses
- Exhibit "H" - Guaranty

IN CONSIDERATION of the mutual promises and covenants hereinafter contained and the Rent agreed to be paid and received, the Landlord and Tenant do mutually agree as follows:

2. DEMISED PREMISES; AS IS. The Landlord, for the term, at the Rent, and upon the provisions and conditions hereinafter contained, does hereby let and lease unto Tenant the Demised Premises.

The Demised Premises shall extend to the exterior face of all walls on the building line where there is no separation wall and to the centerline of those walls separating the Demised Premises from other leased spaces in the Shopping Center. It is expressly agreed that the Demised Premises does not include the land beneath the improvements, nor any space above the height of the finished ceiling of such improvements; provided that the Tenant shall have the non-exclusive right to use a portion of such space for the location of the Tenant's equipment serving the Demised Premises subject to the approval of the Landlord as to location and installation, such right to be in common with the Landlord and all others to whom the Landlord has or may hereafter grant such rights. The exterior face of exterior walls and the roof, together with the right to install, maintain, use, repair, and replace such pipes, duct work, conduits, utility lines, tunneling, wires and the like through ceiling plenum areas, column space, partitions, in or beneath floor slabs or above or below the Demised Premises as may be reasonably necessary or advisable for the servicing of the Demised Premises or other portions of the Shopping Center is expressly reserved unto the Landlord.

Except for the Landlord's Work, if any, the Demised Premises is leased to Tenant, and Tenant hereby accepts the Demised Premises, in "AS IS" condition, with all faults, and without representation, warranty or agreement of any kind by Landlord except as may be expressly stated herein.

3. TERM.

A. DEMISE. TO HAVE AND TO HOLD the Demised Premises unto Tenant upon the covenants and agreements herein set forth for the Term of this Lease. The Term shall begin on the Commencement Date and end at 11:59 p.m., local time, on the date which is the five (5) year anniversary of the Rent Commencement Date, unless sooner terminated by the Landlord as herein provided. If the Term of this Lease shall commence on a day other than the first day of a calendar month, the Term of this Lease shall be extended so as to cause the expiration of the Term to be on the last day of the last month of the Term.

B. LEASE YEAR. The first Lease Year shall begin on the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

C. COMMENCEMENT DATE. The parties covenant and agree that this Lease shall not be recorded. At the time that the Commencement Date is established, the parties will enter into a Agreement of Lease Commencement Date in substantially the form of Exhibit "F" attached hereto, stipulating the Commencement Date and the expiration of the Term of this Lease. In the event that the Tenant fails to execute, acknowledge or probate as required, and deliver such Agreement of Lease Commencement Date within ten (10) days after the Landlord's written request therefor, the Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney-in-fact for purposes of executing, acknowledging, or having probated as required, and delivering the said Agreement of Lease Commencement Date for and on behalf of the Tenant.

D. RENEWAL OPTION. Tenant shall have the right, provided no Event of Default or condition which with the passage of time or the giving of notice could develop into an Event of Default, and upon giving Landlord not less than six (6) months' written notice prior to the expiration of the then-current Initial Term or Renewal Term, as applicable, to extend the Term of this Lease for the next succeeding Renewal Term, if any, on the same terms and conditions and at the Rent set forth herein for the applicable Renewal Term, if any. TIME IS OF THE ESSENCE with respect to the time period of giving such renewal notice.

E. SURRENDER AND HOLDOVER OCCUPANCY. The Tenant shall deliver and surrender to the Landlord possession of the Demised Premises upon the expiration of the Term of this Lease, in as good condition and repair as the same shall be at the commencement of said Term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and tear only excepted), and shall deliver the keys to the manager of the Shopping Center. If the Tenant or any party claiming under Tenant remains in possession of the Demised Premises, or any part thereof, after any termination of this Lease, such holdover, except pursuant to an exercise of an option to extend or as otherwise agreed in writing, shall be as a tenancy at will and not a month-to-month tenancy. During such tenancy the Fixed Minimum Rent shall be two (2) times the Fixed Minimum Rent assessed during the last month of the Term of this Lease. .

4. RENT. Beginning on the Rent Commencement Date, the Tenant covenants and agrees to pay the Rent to Landlord in accordance with this Lease during the Term of this Lease, without any deductions or set-off whatsoever, and without notice or demand. Rent shall be payable to the offices of Landlord or such other place as Landlord may from time-to-time designate in writing to Tenant.

A. FIXED MINIMUM RENT. The Fixed Minimum Rent shall be payable in equal and consecutive monthly installments in advance on the first day of each month and shall not be withheld for any reason whatsoever. Said Fixed Minimum Rent shall be considered delinquent if not received by the fifth (5th) day of the month. If any amount due from Tenant is not received by Landlord on or before the fifth (5th) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of five percent (5%) of said amount shall become immediately due and payable as set forth below. Landlord and Tenant agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that Landlord will incur by reason of such late payment. For each of Tenant's checks payable to Landlord that is returned by the depository bank for any reason attributable to Tenant, Tenant shall pay a Late Charge, if applicable, a returned rent charge of \$45.00, subject to Landlord's reasonable increases from time to time without notice to, or consent of, Tenant ("Returned Rent Charge"), and any returned check charge ("Returned Check Charge") which the depository bank has charged Landlord for such check. All Rent, as increased by Late Charges, Returned Rent Charges and Check Return Charges, which is not paid within ten (10) days after due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. All Late Charges, Returned Rent Charges, Returned Check Charges and interest accrued pursuant to this paragraph shall be deemed Additional Rent and shall be due and payable, along with such other Rent then in arrears, within ten (10) days after Tenant received Landlord's invoice for such charges. Landlord shall be entitled to apply any funds received from Tenant pursuant to this paragraph to amount then due and owing by Tenant to Landlord, regardless if such amounts are in arrears, in a manner determined by Landlord in Landlord's sole and absolute discretion. Nothing in this Lease shall be construed so as to compel Landlord to accept payment of Rent in arrears should Landlord elect to apply Landlord's rights and remedies available under this Lease or at law or in equity in the event of a Tenant Default. Landlord's acceptance of Rent in arrears pursuant to this paragraph shall not constitute a waiver of Landlord's rights and remedies available under this Lease or at law or in equity.

It is the intention of the Landlord and the Tenant that the Fixed Minimum Rent shall be net to the Landlord in each year during the Term of this Lease, that all costs, expenses, and obligations of every kind relating to the Demised Premises (except as otherwise specifically provided in this Lease) which may arise or become due during the Term of this Lease shall be paid by the Tenant, and that the Landlord shall be indemnified by the Tenant against such costs, expenses and obligations.

B. ADDITIONAL RENT. Additional Rent shall be due and payable with the next installment of Fixed Minimum Rent thereafter falling due and otherwise subject to all provisions of this Lease and of law as to default in the payment of Rent; provided, nothing herein shall be deemed to excuse or delay the obligation of the Tenant to pay any amount of money or charge at the time the same shall become due under the terms of this Lease. Without limiting the generality of the foregoing, the following sums shall be payable as Additional Rent:

(i) Common Area Charge. The Tenant shall pay to the Landlord monthly, in advance, on the first (1st) day of each month, beginning on the Commencement Date, the Tenant's Common Area Charge. The Estimated Initial

Common Area Charge is applicable for the first (1st) Lease Year of the Term of this Lease. Within 150 days following the close of the Landlord's annual accounting period, the Landlord shall furnish to the Tenant a statement of the actual amount of the Tenant's Common Area Charge for such period. If the actual amount of the Tenant's Common Area Charge is less than the total amount therefore paid by the Tenant for such period, the excess shall be credited against the Tenant's next succeeding payment(s). If the actual amount of the Tenant's Common Area Charge shall exceed the total amount therefore paid by the Tenant for such period, the Tenant shall pay to the Landlord, within fifteen (15) days following its receipt of the Landlord's statement, as Additional Rent, the amount shown as due thereon.

(ii) Real Estate Taxes and Assessments. The Tenant shall pay to the Landlord monthly, in advance on the first (1st) day of each month, beginning on the Commencement Date, an amount equal to one twelfth (1/12th) of the Tenant's Share of Taxes, determined on the basis of the tax bills for the immediately preceding tax year. The Estimated Initial Monthly Taxes are applicable for the first Lease Year of this Lease. If the actual amount of Tenant's Share of Taxes with respect to any tax year, once determined, is less than the total amount paid by the Tenant for such period, the excess shall be credited on the Tenant's next succeeding payment(s). If the actual amount of the Tenant's Share of Taxes with respect to any tax year, once determined, shall exceed the total amount paid by the Tenant for such period, the Tenant shall pay to the Landlord, as Additional Rent hereunder, the difference between the actual amount paid by the Tenant and the amount due on the basis of such tax bills for such period within fifteen (15) days after notice thereof from the Landlord. Copies of tax bills submitted by the Landlord to the Tenant shall be conclusive evidence of the amount of such real estate taxes and assessments levied or assessed, as well as the items taxed

(iii) Insurance. The Tenant shall also pay to Landlord monthly, in advance on the first (1st) day of each month, beginning on the Commencement Date, an amount equal to one twelfth (1/12th) of the Tenant's share of Insurance, determined on the basis of the most recent insurance premium(s) paid by Landlord for the current period of time covered by each insurance policy. The Estimated Initial Monthly Insurance is applicable for the first Lease Year of this Lease. If the actual amount of Tenant's Share of Insurance with respect to any Lease Year, once determined, is less than the total paid by the Tenant for such period, the excess shall be credited on the Tenant's next succeeding payment(s). If the actual amount of the Tenant's Share of Insurance with respect to any Lease Year, once determined, shall exceed the total amount paid by the Tenant for such period, the Tenant shall pay to the Landlord, as Additional Rent hereunder, the difference between the actual amount paid by the Tenant and the amount due on the basis of the insurance bills for such period of time within fifteen (15) days after notice thereof from the Landlord. Copies of the insurance bills submitted by the Landlord to the Tenant shall be conclusive evidence of the amount of such insurance

(iv) Municipal, County, State or Federal Taxes. The Tenant at all times shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes assessed against any leasehold interest or any fixtures, furnishings, equipment, stock-in-trade or other personal property of any kind owned, installed or used in or on the Demised Premises.

(v) Documentary and Rental Taxes. Should any governmental taxing authority acting under any present or future law, ordinance, or regulation, levy, assess, or impose a documentary stamp tax, or tax, excise and/or assessment (other than an income or franchise tax) upon or against the Rent payable by the Tenant to the Landlord, or on the rental, leasing, or letting of the Demised Premises due to the execution hereof, either by way of substitution for or in addition to any existing tax on land and buildings or otherwise, the Tenant shall be responsible for and shall pay such documentary stamp tax, excise and/or assessment, or shall reimburse the Landlord for the amount thereof, as the case may be.

C. PAYMENTS FOR FRACTIONAL MONTH. If the Commencement Date is other than the first (1st) day of a calendar month, then any amounts to be paid to the Landlord on a monthly basis shall be prorated on a per diem basis for the first (1st) month of the Term.

5. LANDLORD'S CONSTRUCTION. The Landlord shall, at its expense (except as may be otherwise expressly provided in Exhibit "C"), perform the Landlord's Work. It is expressly understood and agreed that the Landlord's obligation with respect to construction at the Demised Premises shall be limited to the Landlord's Work and shall, in no event, include the performance, procurement, and/or installation of work, fixtures, or equipment to be performed, procured, or installed by the Tenant.

6. DEMISED PREMISES DEEMED READY FOR OCCUPANCY. The Demised Premises shall be deemed "Ready for Occupancy" under the terms of this Lease if the Landlord has substantially completed the Landlord's Work to the extent that such work can be accomplished prior to and independently of any construction or installation to be performed or required to be performed by the Tenant. In the event a dispute occurs as to whether or not the Landlord's Work has been substantially completed as defined in Exhibit "C," Tenant shall have thirty (30) days from the date the Demised Premises are deemed "Ready for Occupancy" to provide Landlord with any punch list items relative to Landlord's Work. Such punch list items shall not alter the date the Demised Premises

are deemed Ready for Occupancy. Landlord anticipates substantially completing Landlord's Work on or about 60 days from the execution and delivery of this Lease by both parties.

The Landlord may, prior to notifying the Tenant that the Demised Premises are Ready for Occupancy, permit Tenant to enter the Demised Premises for its work and installations, at the Tenant's sole risk, provided (a) such work and installations do not interfere with the construction at the Demised Premises by the Landlord, (b) Tenant shall have obtained Landlord's written approval of the plans and specifications for such work and installations, (c) Tenant shall have deposited with Landlord the policies or certificates of insurance required by Section 8 hereof, and (d) Tenant shall have complied with the provisions of Section 9(D.) hereof. During such period, Tenant shall perform all duties and obligations imposed by this Lease, including without limitation those provisions relating to insurance and indemnification, saving and excepting only the obligation to pay Rent (other than any Additional Rent arising out of the failure of Tenant to perform its obligations under this Lease), which obligation shall commence on the Commencement Date. Any permission by the Landlord to the Tenant to perform such work and make such installations shall not be construed as notice that the Tenant may open its store for business.

Tenant shall pay Landlord a reasonable fee to cover Landlord's overhead and out of pocket costs, including the cost of any outside engineer, architect or consultant in reviewing Tenant's plans and specifications and performing any supervision of the Tenant's work and such fees as Landlord may reasonably impose for utilities, trash removal, temporary barricades and other matters in connection with the Tenant's work set forth above, and also for Tenant's Improvements as set forth in Section 9, and any fees set forth on Exhibit D hereto.

7. USE, CARE AND OPERATIONS.

A. USE. The Tenant shall operate its business in the Demised Premises during the Term hereof under Tenant's Trade Name, and shall use the Demised Premises only for the Permitted Use(s). The Tenant agrees that it will neither use, nor permit or suffer the use of, the Demised Premises, or any part thereof for any other business or purpose. The Tenant shall not conduct catalogue sales in or from the Demised Premises except of merchandise which the Tenant is permitted to sell "over the counter" pursuant to the provisions of this Subsection 7 (A). The Tenant shall neither maintain nor permit to be maintained within the Demised Premises any vending machines or gaming devices of any nature except vending machines solely for use by the Tenant or the Tenant's employees which are located only in non-sales areas.

B. NATURE OF USE.

(i) Affirmative Covenants. The Tenant shall (a) use, occupy and maintain the Demised Premises in accordance with this Lease, applicable laws, and the requirements of all governmental authorities and with the standards from time to time imposed by Landlord on the Shopping Center; (b) comply, at its sole cost, with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Demised Premises by the Tenant; (c) install and maintain any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters; (d) comply with all reasonable rules and regulations which the Landlord may from time to time establish for the use and care of the Demised Premises, Common Areas, Service Areas and other facilities and buildings in the Shopping Center; (e) furnish to the Landlord or its agent or designee, within five (5) days after request therefor, the license numbers of its own and its employees' automobiles, and if the Landlord shall have so requested such numbers, will notify the Landlord of any changes within five (5) days after such changes occur.

(ii) Negative Covenants. Tenant shall not (a) solicit business in the Common Areas, distribute handbills or other matter to customers or place the same in or on automobiles in the Common Area; (b) park, and will require its employees to refrain from parking, any vehicles on the Shopping Center except in such places as may be designated from time to time by the Landlord for the use of the Tenant and its employees (the Tenant authorizes the Landlord to attach violation stickers or notices to and to tow away from the Shopping Center all such cars as are improperly parked and agrees to reimburse the Landlord for the cost thereof as Additional Rent hereunder); (c) use, or permit the Demised Premises to be used (1) for any unlawful, disreputable or immoral purpose, (2) in any way that will injure the reputation of the Shopping Center, or (3) for solicitations, demonstrations, itinerant vending or any other activities inconsistent with the standards set forth in Subsection 7(B)(i) above; (d) permit the Demised Premises to be occupied in whole or in part by any other person, except as otherwise provided herein, or (e) use, or permit the Demised Premises to be used in any manner which violates the Existing Exclusives and Restricted Uses set forth in Exhibit "G" attached hereto.

C. EXTRA HAZARDOUS ACTIVITY. The Tenant agrees that it will not do or keep anything in or about the Demised Premises which will contravene the Landlord's policies insuring against loss or damage by fire or other hazards, or which

will prevent the Landlord from procuring such policies from companies acceptable to the Landlord. If any act or omission by the Tenant shall cause the rate of fire or other insurance on any portion of the Shopping Center to be increased beyond the minimum rate which would be applicable to the Demised Premises for the use for the purposes permitted under Subsection 7(A.) hereof, the Tenant will pay the amount of such increase as Additional Rent promptly upon the Landlord's demand.

D. RUBBISH AND TRASH. The Tenant shall not permit the accumulation of rubbish, trash, garbage or other refuse in and around the Demised Property. The Tenant agrees to keep all refuse in proper containers in the interior of the Demised Premises and (i) pay its prorata share of Landlord's cost of removing rubbish and trash or (ii) if Landlord shall install compactors within the Shopping Center, to use said compactor designated by the Landlord at such times and in such manner as the Landlord shall direct by notice to the Tenant. In the event the Tenant fails to remove any accumulation of rubbish within three (3) days after notice to remove the same, the Landlord shall have the right to remove same, in which event the cost thereof shall be paid by the Tenant as Additional Rent for the following month except that the Landlord shall at no time be obligated to remove same, and may cancel this Lease if continual violations occur.

E. SIGNS; ILLUMINATION. Prior to the Rent Commencement Date, the Tenant shall furnish and install a store front sign reasonably acceptable to the Landlord or in conformance to the sign criteria as specified in Exhibit "E" attached hereto and made a part hereof. The Tenant shall not place, erect nor maintain any sign, lettering, decoration or advertising on the doors, any exterior surface of the Demised Premises, any vestibule or anywhere outside of the Demised Premises, including parking areas, without the prior written consent of Landlord. In the event the Tenant shall place, erect or maintain in any vestibule or anywhere outside of the Demised Premises other than as permitted or required by the Landlord, the Landlord may remove or cause same to be removed and Tenant shall reimburse Landlord for the cost of such removal and the repair of all damage caused by such removal as Additional Rent hereunder. The Tenant shall, at its expense, maintain such permitted or required sign(s) in good state of repair and, upon vacating the Demised Premises, the Tenant agrees to remove all signs and to repair all damage caused by such removal. The Tenant will keep any electric signs and the front ten (10) feet within the interior of the Demised Premises, including show or display windows, if any, electrically lighted until a time thirty (30) minutes after the close of business on each Business Day. The Tenant shall also maintain a night light within the Demised Premises at all times at which the same are not open for business.

F. WASTE. The Tenant shall permit no waste, damage or injury to the Demised Premises and the Tenant agrees to initiate and carry out a program of regular maintenance and repair of the Demised Premises, including the painting or refinishing of all areas of the interior of the Demised Premises, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition.

G. OPEN FOR BUSINESS. The Tenant agrees to occupy the Demised Premises and open its store for business fully fixtured, stocked and staffed upon the Commencement Date, and thereafter to continuously conduct in one hundred percent (100%) of the space within the Demised Premises under the Tenant's Trade Name the Business permitted under Subsection 7(A.) hereof on all Business Days. The Tenant recognizes that the covenants of the Tenant in Subsections 7(B.), (G.), (H.), and (J.), Section 8(A.) and Section 11 are a material consideration to Landlord hereunder in order that (i) the Tenant might produce the maximum Gross Sales possible from the Demised Premises during the Lease Term and (ii) the continued operation of a full service regional or area retail development will be assured. If the Tenant fails to open its store for business on the Commencement Date in the manner described above, Tenant shall pay Landlord one additional day of Fixed Minimum Rent for each day until it opens for business in the manner described above.

H. BUSINESS HOURS. The Tenant agrees to keep the Demised Premises open for business, at a minimum during standard center hours of 10 am till 9 pm, Monday through Saturday and noon till 5 pm on Sundays.

I. GREASE TRAP. Tenant shall not use nor permit the use of the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and from expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it. Any violation which results in clogged drains will be cleaned at Tenant's expense. Any grease surcharge assessed by the local municipality will be at Tenant's expense. Tenant shall pay to Landlord its proportionate share of the Landlord's cost to maintain, repair and replace, if necessary the grease trap serving the Demised Premises. The Tenant's proportionate share shall be determined based upon the square footage of the other tenant's serviced by the same grease trap. Such payment shall be made along with monthly CAM charges on the first day of each month during the term

J. CHARACTER OF OPERATIONS. In order to establish and preserve the character of the Shopping Center in accordance with the standards from time to time imposed by the Landlord on the Shopping Center, the Tenant will not

conduct any auction, fire, bankruptcy or closeout sales, nor conduct its business in the manner which is commonly known and accepted in the retail trade as a "wholesale store or "outlet store" or "surplus store" provided, however, that this provision shall not preclude the conduct of periodic seasonal, promotional or clearance sales nor be deemed to give the Landlord a right to approve or disapprove the price at which the Tenant shall offer its merchandise for sale. The Tenant will not utilize any unethical method of business operation. The Tenant will not use or permit the use of any equipment or apparatus producing, reproducing or transmitting sound which is audible beyond the interior of the Demised Premises; will not cause or permit objectionable odors to emanate or be unreasonably dispelled from the Demised Premises; will not load or unload nor permit the loading or unloading of merchandise, supplies or other property through any of the doors of the Demised Premises that are open for use by the public or customers or through any other doors except at the rear of the Demised Premises and from the area which the Landlord may designate from time to time as Service Area; and will use its best efforts to prevent the parking or standing, outside of or within any such Service Area, of trucks, trailers, or other vehicles or equipment except when actually engaged in such loading or unloading.

K. COMPETITION. The Tenant (or any partner, member, officer, director or shareholder owning capital stock, partnership interests or membership interests of the Tenant, if the Tenant is a corporation, partnership, limited partnership or limited liability company), or any entity affiliated with Tenant or in which Tenant or any partner, member or shareholder of Tenant has a financial interest, shall not, within the Shopping Center, except under Lease from the Landlord, or within a radius of three (3) miles of the perimeter of the Shopping Center, either directly or indirectly, own, operate, or be financially interested in, either itself or with others, a business, like or similar to, the business permitted to be conducted under Subsection 7(A.) hereof. Due to the difficulty in determining the extent to which the Landlord would be damaged in the event that the Tenant should breach the foregoing covenant, it is agreed that in the event of such a breach, the Landlord shall, in addition to any other remedies otherwise available, be entitled to receive twenty-five (25%) percent of the Gross Sales from any such location established in violation of the foregoing covenant.

L. ENVIRONMENTAL MATTERS. As used herein, "Hazardous Substances and/or Hazardous Materials" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Federal Water Pollution Control, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.

As used herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as herein defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including and Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 7401 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule regulation, order or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

Tenant shall not cause or permit any Hazardous Substances and/or Hazardous Material to be used, stored, generated or disposed of on or in the Demised Premises by Tenant, Tenant's agents, employees, contractors, or invitees. If the Demised Premises become contaminated in any manner, Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Demised Premises, damages due to loss or restriction of rentable or usable space, or any damages due that adversely impact the marketing

of the space, and any and all sums paid for settlement of claims, attorneys' fees, reasonable consultant and expert fees) arising during the Lease Term or any renewal of this Lease, and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site of any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substances and/or Hazardous Materials on the Demised Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Demised Premises to the condition existing prior to the presence of any such Hazardous Substances and/or Hazardous Materials on the Demised Premises. Tenant shall undertake no testing for Hazardous Substances and/or Hazardous Materials on the Demised Premises or take any remedial actions without in each instance obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Landlord shall have access to the Demised Premises in order to investigate and test with respect to any suspected release of Hazardous Substances and/or Hazardous Materials in contravention of this subparagraph, and to access the Demised Premises as needed for any remedial action deemed necessary by Landlord.

Tenant shall not intentionally or unintentionally discharge, Release or emit, or permit to be discharged, Released or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Landlord or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (a) the health, welfare, or safety of persons, whether located on the Demised Premises or elsewhere, or (b) the condition, use or enjoyment of the Shopping Center or any other real or personal property.

Tenant agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Tenant further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Tenant agrees that Landlord and Landlord's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Tenant agrees the Landlord and Landlord's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees, costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Tenant, its invitees, employees, or any other individual or entity or the personal property of Tenant or the others referenced above which is caused, among other things, in whole or in part by Tenant's failure to properly maintain, clean, repair, and/or inspect the Demised Premises, Tenant's failure to carry out its obligations and duties under the Lease or to notify the Landlord or Landlord's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions. The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Demised Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Tenant expressly waives the implied warranty of habitability, the implied warranty of fitness for a particular purpose and any other claim or demand based on representations or warranties as to the existence or nonexistence of Mold in a particular building or unit. Tenant acknowledges the Landlord and Landlord's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Tenant agrees to properly notify Landlord or Landlord's agent should it become aware of the existence of such conditions. The provisions of this paragraph shall survive the termination of this Lease by whatever means.

Tenant shall further:

- (i) maintain the Demised Premises in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Demised Premises to a governmental authority required to be made by any applicable Environmental Law;
- (ii) obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Demised Premises;
- (iii) expeditiously cure, to the reasonable satisfaction of Landlord, any material violation of applicable Environmental Laws at the Demised Premises, at its own expense, to the extent such violation is attributable to events or conditions which arose on or after the delivery date of the Demised Premises by Landlord to Tenant;
- (iv) conduct expeditiously to the reasonable satisfaction of Landlord and in accordance with any applicable Environmental Law any action necessary to remove, remediate, clean up, or abate any material Release, threatened Release, or disposal of a Hazardous Material at Tenant's expense to the extent such response action is attributable to events or conditions which arose on or after the delivery date of the Demised Premises by Landlord to Tenant;

(v) allow Landlord or its representatives from time to time at Landlord's reasonable discretion and expense to inspect the Demised Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Shopping Center;

(vi) promptly provide or otherwise make available to Landlord any reasonably requested environmental records concerning the Demised Premises which Tenant possesses or can reasonably obtain;

(vii) remove from the Demised Premises and/or Shopping Center, at its expense, by the termination date any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle any Hazardous Material used by Tenant or in the course of Tenant's business, including, without limitation, any underground storage tank;

Tenant shall indemnify, hold harmless, and hereby waives any claim for contribution against Landlord or Landlord's property manager for any damages to the extent they arise from:

(i) Events or conditions which existed on or after the delivery date of the Demised Premises by Landlord to Tenant and relate to:

(a) any Release, threatened Release, or disposal of any Hazardous Material at or about the Demised Premises ;

(b) the operation or violation of any Environmental Law at or about the Demised Premises; or

(c) any environmental claim in connection with the Demised Premises; or,

(ii) The inaccuracy or breach of any representation or warranty by Tenant in this section of this Lease.

(iii) This indemnification and waiver shall be binding upon successors and assigns of Tenant and to the benefit of Landlord, their directors, officers, employees and agents, and their successors and assigns and shall survive the termination of this Lease.

Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

8. INSURANCE AND INDEMNITIES.

A. PUBLIC LIABILITY INSURANCE. The Tenant agrees to carry at its own expense liability insurance covering the Demised Premises and the Tenant's use thereof, together with contractual liability endorsements covering the Tenant's obligations set forth in Subsection 8(C.) hereof, in companies and in a form satisfactory to the Landlord, with a liability minimum limit of \$2,000,000.00 per occurrence and -\$2,000,000.00 aggregate, and to deposit said policy or policies (or certificates thereof) with the Landlord prior to the date of any use or occupancy of the Demised Premises by the Tenant. Said policy or policies shall name the Landlord and the Tenant as insureds and shall bear endorsements to the effect that the insurer agrees to notify the Landlord not less than thirty (30) days in advance of any modification or cancellation thereof. Should the Tenant fail to carry such public liability insurance, Tenant shall be deemed to be in default of this Lease. In such event, Landlord may at its option (but shall not be required so to do) cause public liability insurance as aforesaid to be issued and in such event the Tenant agrees to pay the premium for such insurance promptly upon the Landlord's demand as Additional Rent hereunder. The Tenant agrees to procure a waiver of subrogation endorsement from its insurer, so long as the same shall not void any insurance policy of the Tenant, and to furnish evidence of such waiver to the Landlord upon request. Landlord shall have the right to reasonably increase the amount or scope of insurance to be maintained by Tenant hereunder from time to time.

B. FIRE AND EXTENDED COVERAGE INSURANCE. The Landlord agrees to carry policies insuring the improvements in the Shopping Center against such perils or loss, as the Landlord may deem appropriate (including, but without limitation, fire, vandalism, rent, boiler and sprinkler damage and malicious mischief and such other perils covered by extended coverage endorsements). The Landlord's fire and extended coverage policy shall be in an amount equal to the replacement cost of such improvements and shall include Tenant's Improvements (except any floor and wall coverings, trade fixtures, furnishings, ceiling-hung chandeliers and other adornments, special equipment, and personal property of the Tenant), whether the same have been paid for entirely or partially by the Tenant. The Tenant agrees to pay to Landlord as a component of the Common Area Charge for that portion of the cost of said insurance, which shall be determined by multiplying the Landlord's total premium expense [excluding the amount thereof attributable to insuring the Common Areas for which provision has been made in Subsection 4(C.)(i)] by the Tenant's Prorata Share. Tenant shall have no rights in said policy or policies maintained by the Landlord and shall not, by reason of such reimbursement, be entitled to be a named insured thereunder. The Tenant agrees (a) that the Tenant will furnish the Landlord within sixty (60) days after the Tenant opens for business within the Demised Premises a written certified statement of the actual cost incurred in making all the Tenant's Improvements in order to assist the Landlord in providing for adequate coverage thereof, and (b) that copies

of the premium notices sent to the Landlord by its insurers for the policies carried by the Landlord under this Subsection 8(B.) shall be conclusive of the amount of the premiums to be apportioned as set forth above. Should the Tenant's certified statement of cost not be delivered to the Landlord within (15) days after the same shall be due, the Tenant shall become liable to the Landlord for and shall pay to the Landlord the sum of Ten and no/100 (\$10.00) Dollars for each day thereafter until such certified statement is so delivered, the foregoing to be considered liquidated damages and to be in addition to any other remedies provided for herein. In addition to the foregoing, the Tenant agrees to carry, at its expense, insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring (i) the Tenant's stock-in-trade, trade fixtures, furniture, furnishings, ceiling-hung chandeliers and other adornments, special equipment, floor and wall coverings and all other items of personal property of the Tenant located on or within the Demised Premises and (ii) alterations and improvements made by the Tenant pursuant to Section 9 hereof to the extent the same are not covered by the Landlord's fire and extended coverage insurance, such coverage to be in an amount equal to the replacement cost thereof. Prior to the Commencement Date of this Lease, the Tenant shall furnish the Landlord with a certificate evidencing such coverage. The Landlord agrees to cause a waiver of subrogation to be included in its policies of fire and extended coverage insurance, if obtainable from its insurers, and the Landlord hereby waives any right of recovery against the Tenant for losses to the extent covered by its policies of fire and extended coverage insurance; provided that such waiver shall not void such policies nor prohibit recovery thereunder.

C. INDEMNIFICATION BY TENANT. Commencing on the earlier of (i) the date upon which the Tenant shall enter upon the Demised Premises to begin its construction, or (ii) the Commencement Date, the Tenant shall indemnify the Landlord and hold the Landlord and manager of the Shopping Center harmless from and against all claims, actions, demands, expenses, including attorneys' fees, and judgments for loss, damage, or injury to property or person resulting or occurring by reason of the construction, use, or occupancy of the Demised Premises by the Tenant. If the Landlord or manager shall be made a party to any litigation commenced by or against the Tenant, the Tenant shall protect and hold the Landlord harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation. The Tenant shall also pay all costs, expenses, and reasonable attorneys' fees that may be incurred or paid by the Landlord in enforcing the covenants and agreements of this Lease.

D. LIABILITY FOR DAMAGE. The Landlord shall not be liable for any injury, claims, loss or damage, including, but not limited to:

(i) Utilities. Done or occasioned by or from the electrical system, the heating or cooling system, or the plumbing and sewer systems;

(ii) Weather. Occasioned by water, snow or ice being upon or coming through the roof (except for damage to ceiling tiles, if any), trapdoor, walls, windows, doors or otherwise, in, upon or about the Demised Premises or the Shopping Center of which the Demised Premises are a part;

(iii) Tenants. Arising from acts or omissions or negligence of tenants or other occupants of the Shopping Center or of property adjoining the Demised Premises or the Shopping Center;

(iv) Construction. Occasioned by reason of the construction of the Demised Premises or for failure to keep the Demised Premises in repair, unless the Landlord is obligated to make such repairs under the terms hereof and unless written notice of the need for repairs has been given the Landlord, a reasonable time has elapsed and the Landlord has failed to make such repairs;

(v) Personalty. To the Tenant's stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, ceiling-hung chandeliers and other adornments, special equipment and all other items of personal property of the Tenant resulting from fire or other hazards, regardless of the cause thereof.

9. TENANT'S IMPROVEMENTS.

A. OVERALL. Upon the prior written consent of Landlord, the Tenant shall have the right to make such alterations or improvements in the Demised Premises as may be necessary and proper for the conduct of its business and for the full beneficial use of the Demised Premises permitted herein, excepting (a) structural alterations or improvements, (b) alterations to the heating, cooling, plumbing, or electrical systems, and (c) alterations, additions, or improvements to the exterior or storefront of the Demised Premises. The Landlord shall be provided with plans and specifications of such improvements and, in each case, Landlord shall have the right to review the plans and specifications therefor. Tenant agrees that any work performed by Tenant shall be

performed in accordance with all applicable building codes and ordinances and shall be performed by licensed commercial contractors. The Tenant shall promptly repair any damage to the Demised Premises or to the Shopping Center, caused by the alterations, additions, or improvements undertaken by the Tenant

B. EXTERIOR PAINTING AND DECORATING. Following completion of the Demised Premises, the Tenant will not change the color or type of paint, stain or other covering on any part of the exterior of the Demised Premises or otherwise change the architectural treatment thereof, without first obtaining the Landlord's written approval therefor, and the Tenant will remove promptly upon notice from the Landlord any paint or any such decoration or alteration of the architectural treatment which has been applied or installed without the Landlord's prior written approval, or will take such other action with reference thereto as the Landlord may direct.

C. EXPENSE; INSURANCE. The Tenant shall promptly pay all costs, expenses, and charges for such alterations and improvements, and shall hold Landlord harmless from any and all mechanic's and/or materialmen's liens in connection with the improvements. Tenant shall make such alterations, additions, and improvements in accordance with applicable laws and building codes and in a good, workmanlike manner. Prior to commencement of work, Tenant shall submit to Landlord, certificates of insurance for all contractors and vendors performing work confirming coverage for (A) a commercial (comprehensive) liability insurance policy, including insurance against assumed or contractual liability of not less than Three Million Dollars (\$3,000,000) combined single limit; (B) builders risk insurance where applicable; (C) worker's compensation insurance; and (D) automobile liability with single limit coverage of at least One Million Dollars (\$1,000,000) for all owned, hired or non-owned vehicles, each liability policy to include an "Additional Insured Endorsement" in favor of Landlord and Landlord's designees.

D. MECHANIC'S LIENS. The Tenant will not permit to be created nor to remain undischarged any lien, encumbrance or charge (arising out of any work of any contractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise) which might be or become a lien or encumbrance or charge upon the Demised Premises or any part thereof or the income therefrom, and the Tenant will not suffer any other matter or thing whereby the estate, right and interest of the Landlord in the Demised Premises or any part thereof might be impaired. Tenant shall deliver to all persons or entities furnishing labor or materials to Tenant a notice of non-responsibility of Landlord satisfactory to Landlord. Landlord may file a notice of non-responsibility with respect to mechanics liens, which may result from Tenant's work. If any lien or notice of lien on account of an alleged debt of the Tenant or any notice of contract by a party engaged by the Tenant or Tenant's contractor to work on the Demised Premises shall be filed against the Demised Premises or any part thereof, the Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the Tenant shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event the Landlord shall be entitled, if the Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the Landlord and all costs and expenses including attorneys' fees, incurred by the Landlord in connection therewith, together with interest thereon at the maximum legal rate from the respective dates of the Landlord's making of the payment of incurring of the cost and expense shall constitute Additional Rent payable by the Tenant under this Lease and shall be paid by the Tenant to the Landlord on demand. Nothing herein contained shall obligate the Tenant to pay or discharge any lien created by the Landlord.

E. REMOVAL OF TENANT'S IMPROVEMENTS. Except as otherwise hereinafter provided, all Tenant's Improvements shall remain the property of the Tenant and must be removed by the Tenant upon the expiration of the Term of this Lease, provided (a) that Tenant's Improvements which are affixed to the Demised Premises and require severance may be removed only if the Tenant shall repair any damage caused by such removal and (b) that the Tenant shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Lease. If the Tenant fails to remove Tenant's Improvements from the Demised Premises prior to the expiration of the Term of this Lease, all Tenant's Improvements shall become the property of the Landlord unless the Landlord elects to require their removal, in which case the Tenant shall promptly remove same and restore the Demised Premises to its prior condition. Notwithstanding the foregoing, all leasehold improvements, installations and construction, including, but not limited to, all lighting fixtures and the entire mechanical system for heating and cooling the Demised Premises, shall be the property of the Landlord and shall not be removed from the Demised Premises.

F. INITIAL TENANT'S WORK. All work not included in Landlord's Work but required for Tenant to use and operate its business at the Demised Premises shall be deemed to be Tenant's Work. Tenant's Work shall be performed by Tenant at its sole cost and expense. All Tenant's Work shall be done in a good and workmanlike manner, in full compliance with all laws, rules, regulations and orders. Tenant shall obtain Landlord's prior written consent with respect to Tenant's Work and shall provide Landlord with copies of

all required permits and approvals prior to commencing Tenant's Work. Landlord hereby approves Tenant's Work set forth on Exhibit "D" attached hereto. Tenant shall complete Tenant's Work and open for business on or before 60 days from the substantial completion of Landlord's Work. Upon completion of Tenant's Work, Tenant shall obtain a permanent certificate of occupancy and provide a copy of same to Landlord.

10. COMMUNICATION LINES. Subject to building design limits, Tenant may install, maintain, replace, remove or use communications or computer wires and cables which service the Demised Premises ("Lines"), provided: (a) Tenant shall obtain Landlord's prior written consent, and shall use contractors approved in writing by Landlord, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws, rules and regulations applicable thereto, and shall not interfere with any then existing Lines at the building, and (c) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require Tenant to remove any Lines located in or serving the Demised Premises which violate this Lease or represent a dangerous or potentially dangerous condition, within three (3) days after written notice. Landlord also reserves the right to require that Tenant remove any and all Lines upon termination of this Lease. Any Lines not required to be removed shall, at Landlord's option, become the property of Landlord without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant's obligations under this Lease.

11. REPAIRS BY LANDLORD.

A. MAINTENANCE. The Landlord shall keep and maintain the foundations, roof, and structural portions of the exterior walls of the Demised Premises (except any walls, whether temporary or permanent, installed by the Tenant), in good condition and repair, except for any such repairs or replacements occasioned or required by reason of the acts of the Tenant, its employees, agents, invitees, licensees, or contractors or by reason of the failure by Tenant to fulfill its obligations under Section 11 hereof. The Landlord shall make necessary repairs to the Common Areas in the Shopping Center and shall keep such Common Areas reasonably lighted and reasonably clear of litter and snow.

B. LIMITS ON LANDLORD'S RESPONSIBILITIES. The Tenant agrees to give the Landlord written notice of the necessity for repairs or replacements coming to the attention of the Tenant. Failure of the Tenant to so report such needed repairs or replacements to the Landlord shall render the Tenant liable to Landlord for any liability, costs, expenses, or attorneys' fees incurred by Landlord by reason of such items. The Landlord shall not be obligated to make any repair or replacement required of it until receipt of notice in writing from Tenant of need for same. The Landlord shall have the sole discretion as to what action is needed, if any, in response to Tenant's written notice. The Landlord shall have a reasonable time after Tenant's written notice in which to make such repair or replacement. The provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under power of eminent domain, in which event the obligations of the Landlord shall be controlled by either Section 18 or Section 19 hereof.

12. REPAIRS AND CARE OF DEMISED PREMISES BY TENANT.

A. OVERALL. Subject only to the obligations of the Landlord set forth in Sections 11, 18, and 19 hereof, the Tenant shall keep and maintain the Demised Premises and any fixtures, facilities or equipment contained therein including, but not limited to floors, fire protection, sprinkler, electrical, plumbing, which exclusively and directly services the Demised Premises and sewer systems, the exterior doors, security grilles, window frames and all portions of the store front area and all replacements thereof, in good condition and repair. Tenant shall be solely responsible for providing any replacements thereof. The Tenant shall at its sole cost: (i) repair all broken and cracked glass, and keep the inside and outside of all glass in the doors and windows of the Demised Premises clean; (ii) not place or maintain any merchandise, any sign, or other thing of any kind in the vestibule or entry of the Demised Premises or on the malls or walkways adjacent thereto or elsewhere on the exterior of the Demised Premises (except signs permitted under Subsection 7(E.) hereof; (iii) maintain the Demised Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; and (iv) regularly clean and, when necessary, replace all floor treatment (including carpet) which adjoins any mall or walkway area.

B. HVAC; PEST CONTROL. Tenant shall be responsible to keep and maintain and repair the HVAC system in good condition and repair. Tenant shall keep in force a standard maintenance agreement on all such equipment satisfactory to Landlord. If Tenant is required to replace any equipment (including HVAC equipment) serving the Demised Premises to comply with its obligations set forth above, the replacement equipment shall be substantially similar in quality (commercial grade) to the equipment being replaced. In connection with its maintenance of the HVAC system, Tenant shall, or shall require its contractor to, dispose of and/or recycle any CFCs or HCFCs used in the HVAC system in accordance with all applicable laws. Landlord shall be

required to replace the HVAC system as necessary unless such replacement is required as a result of Tenant's failure to maintain and repair the system. If a replacement is required as a result of Tenant's failure to maintain the system, Tenant shall pay the cost of replacement of the system.

C. NON-COMPLIANCE. If the Tenant fails to comply with any of the obligations above set forth promptly and adequately, the Landlord may, but shall not be required, to make or complete any maintenance or repairs and the Tenant shall pay the cost thereof to the Landlord upon demand as Additional Rent hereunder.

13. UTILITIES.

A. OVERALL. The Landlord shall provide and maintain the necessary mains, ducts, and conduits in order to bring water, gas, electricity, and telephone service to the Demised Premises. All means of distribution of such services within the Demised Premises shall be supplied and maintained by the Tenant at the Tenant's sole expense.

B. EXPENSES. Commencing on the Commencement Date, Tenant shall contract for and pay all charges for sewerage, water, gas, electricity, and other public utilities used on the Demised Premises, including all replacements of light bulbs, tubes, ballasts, and starters. The Landlord may pay any delinquent bills incurred by the Tenant during the Term which bills may create a lien on the Demised Premises, and shall, upon demand, be immediately reimbursed by the Tenant as Additional Rent. With respect to any utilities which are not separately metered, Tenant shall pay its proportionate share of such utilities as determined by Landlord within 10 days from the date of demand for payment.

C. INTERRUPTION; LIABILITY. The Landlord may interrupt or suspend the supply of any such service to the Demised Premises in order to make any repair, improvements, or alterations to the Demised Premises or to any other premises or part of the Shopping Center. The Landlord shall not be liable to the Tenant, in damages or otherwise, if the furnishing of any such service shall be interrupted or suspended because of the making of any such repair, improvements, or alterations, or by reason of damage to or destruction of any of the Landlord's equipment, or by any disruption of primary sources of supply. Any such interruption or termination of such services shall not release the Tenant from the performance of its obligations under this Lease, constitute constructive eviction or permit any abatement or diminution of Rent.

14. RIGHTS RESERVED BY LANDLORD.

A. ENTRY OF DEMISED PREMISES BY LANDLORD. The Landlord and its authorized representatives shall have the right to enter upon the Demised Premises at all reasonable times for the purpose of inspecting or exhibiting the Demised Premises to prospective purchasers, mortgagees, and tenants, or for the purpose of making such additions, alterations or repairs to the Demised Premises or to any utilities, systems or equipment located in, above, or under the Demised Premises as the Landlord may deem necessary or desirable. The Landlord shall have the right to take all materials, tools, and equipment in, through, under or above the Demised Premises that may be required therefor, without the same constituting an actual or constructive eviction of the Tenant. The Landlord shall, in no event, be liable for any inconvenience, disturbance, loss of business or other damage to the Tenant by reason of the performance by the Landlord of any work in, upon, above or under the Demised Premises or for bringing materials, tools and equipment in, through, under or above the Demised Premises, nor shall the same constitute any ground for the abatement of any Rent. During the last six (6) months of the Term of this Lease, the Landlord may place in or upon the Demised Premises a notice indicating that the Demised Premises is available to be leased.

B. OTHER TENANTS. Unless otherwise specifically set forth in this Lease, Landlord reserves the right to lease any portion of the Shopping Center to such other tenants as Landlord, in its sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Demised Premises under this Lease. Tenant acknowledges that Landlord had made no representations as to the presence of any specific tenants or number of types of tenants at the Shopping Center as of or after the Commencement Date, hours or days that such tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at the Shopping Center. A vacation or abandonment of its premises or cessation of business in the Shopping Center by any other tenant or occupant shall not release or excuse Tenant's obligations under any provisions of this Lease.

15. DEVELOPMENT BY LANDLORD; COMMON AREAS.

A. DEVELOPMENT BY LANDLORD. Tenant understands and agrees that Exhibit "B" indicates, in general, the plan of development for the Shopping Center but does not constitute a representation, warranty, or agreement that the Shopping Center will be developed or remain as depicted thereon. The Landlord, in building and/or operating the improvements in the Shopping Center, may (in addition to any specific rights to amend the same elsewhere reserved in this Lease) make such departures from said plan as the Landlord, in its sole discretion, may from time to time find proper and may, in its sole discretion, change the location of tenants and the nature of any occupancy of any store unit at anytime. The Tenant also understands and agrees that the Landlord and anyone claiming by, through, or under the Landlord may from time to time undertake alterations of or additions to buildings in the Shopping Center or any lands added thereto, construct additional buildings or improvements thereon and make alterations thereto, build additional stories on any buildings, construct multistory, elevated, or underground parking facilities, and construct roofs, walls, and any other improvements over, to, or in connection with any part of the improvements to enclose the same. The Tenant acknowledges that the Landlord shall have the right at any time to change the layout of any Common Areas, including the right to reasonably add to or subtract from their shape and size as well as to alter their location.

B. USE OF COMMON AREAS. The Landlord grants to the Tenant, its employees, agents, customers and invitees, subject to the provisions herein set forth in Subsections 7(B.), 15(A.), 15(C.) and 15(D.), a license for the non-exclusive use for pedestrian and vehicular traffic, as the case may be, of the Common Areas within the Shopping Center, such use to be in common with the Landlord and all others to whom the Landlord has or may hereafter grant rights to use the same; provided, however, that such use by the Tenant shall be subject always to such rules and regulations as may be imposed by Landlord, including, but not limited to, the Restrictions and Rules adopted by Landlord from time to time, and all amendments thereto; and provided, further, that the Landlord shall at all times have full control, management and direction of said Common Areas, including the right to utilize portions of the Common Areas for, outdoor shows, events, displays, and product shows, the location of kiosks, or such other uses which, in the Landlord's sole discretion, tend to benefit the customers of the Shopping Center.

C. RIGHT TO CLOSE COMMON AREAS. The Landlord shall have the right to close any or all portions of the Common Areas to such extent as may, in the opinion of the Landlord, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or to the public therein and also to close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking or to permit any alterations of existing buildings or the construction or alteration of other improvements, including underground and/or multi-level parking facilities.

D. OBSTRUCTION OF COMMON AND SERVICE AREAS. The Tenant shall not obstruct the Common Areas or the Service Areas.

16. DEFAULT BY TENANT.

A. EVENTS OF DEFAULT. This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth. If any of the following events (each an "Event of Default") shall occur:

(i) any installment of Fixed Minimum Rent, Additional Rent or any other sums required to be paid by the Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid when due; or

(ii) Tenant shall fail to observe or perform any of the covenants, agreements, or conditions of this Lease (excluding the payment of Rent) on the part of the Tenant to be kept and performed, and said failure shall continue for a period of fifteen (15) days after written notice thereof from the Landlord to the Tenant (unless such default cannot reasonably be cured within fifteen (15) days and the Tenant shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or

(iii) Tenant, or any Guarantor, shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or

(iv) any trustee, receiver or liquidator of the Tenant or any Guarantor, or of all or any substantial part of their properties or of the Demised Premises shall be appointed in any action, suit or proceeding by or against the Tenant or any Guarantor and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or

(v) the leasehold estate hereby created shall be taken on execution or by other process of law, or

(vi) the Tenant shall vacate or abandon the Demised Premises,

then the Landlord at its option may terminate this Lease and reenter upon the Demised Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which the Tenant may then be in default and accrued up to the time of such entry, including damages to the Landlord by reason of any breach or default on the part of the Tenant, or the Landlord may, if it elects to do so, accelerate the obligations of Tenant under this Lease, bring suit for the collection of all such accelerated Rent and damages without entering into possession of the Demised Premises or voiding this Lease.

B. REMEDIES. In addition to, but not in limitation of, any of the remedies set forth in this Lease or given to the Landlord by law or in equity, the Landlord shall also have the right and option, upon the occurrence of an Event of Default, to retake possession of the Demised Premises from the Tenant by summary proceedings or otherwise. Tenant agrees that the commencement and procession of any action by the Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Demised Premises, shall not be construed as an election to terminate this Lease unless the Landlord expressly exercises its option hereinbefore provided to declare the Term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise. Any such entry or reentry by Landlord shall not be deemed to have absolved or discharged the Tenant from any of its obligations and liabilities for the remainder of the Term of this Lease, and the Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the Rent and the performance of the other covenants and conditions hereof and shall pay to the Landlord all monthly deficits after such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained. If, in the event of any such ouster, the Landlord rents or leases the Demised Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the Term created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the Term created hereunder, which is less than the Rent and Additional Rent which the Tenant would pay hereunder for such period, the Landlord may immediately sue for and recover the differences between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the Term created hereunder and the Rent and Additional Rent which the Tenant would pay hereunder for such period, together with any expense to which the Landlord may be put for brokerage commission, placing the Demised Premises in tenantable condition, attorneys' fees or otherwise. If such new lease or tenancy is made for a shorter term than the balance of the Term of this Lease, any such action brought by the Landlord to collect the deficit for that period shall not bar the Landlord from thereafter suing for any loss accruing during the balance of the unexpired Term of this Lease.

C. ACTION BY LANDLORD. If the Tenant at any time shall fail to pay taxes, insurance premiums, assessments, or liens, to make any payment or perform any act required by this Lease to be made or performed by it, the Landlord, without waiving or releasing the Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Tenant. All sums so paid by the Landlord and all costs and expenses so incurred shall accrue interest at the rate of eighteen (18%) percent, compounded monthly, from the date of payment or incurring thereof by the Landlord and shall constitute Additional Rent payable by the Tenant under this Lease and shall be paid by the Tenant to the Landlord upon demand. Unless otherwise provided herein, all other sums payable by the Tenant to the Landlord under this Lease, if not paid when due, shall accrue interest at the rate of eighteen (18%) percent, compounded monthly, from their due date until paid, said interest to be deemed Additional Rent under this Lease and shall be paid to the Landlord by the Tenant upon demand.

D. CERTAIN REMEDIES IN THE EVENT OF BANKRUPTCY OR OTHER PROCEEDING. Anything contained herein to the contrary notwithstanding, if termination of this Lease shall be stayed by order of any court having jurisdiction over any proceeding described in subsection (iii) of Section 16(A.) hereof, or by federal or state statute, then, following the expiration of any such stay, or if Tenant or Tenant as debtor-in-possession or the trustee appointed in any such proceeding (being collectively referred to as "Tenant" only for the purposes of this Section 16(D.)) shall fail to assume Tenant's obligations under this Lease within the period prescribed therefor by law or within fifteen (15) days after entry of the order for relief or as may be allowed by the court, or if Tenant shall fail to provide adequate protection of Landlord's right, title and interest in and to the Demised Premises or adequate assurance of the complete and continuous future performance of Tenant's obligations under this Lease, Landlord, to the extent permitted by law or by leave of the court having jurisdiction over such proceeding, shall have the right, at its election, to terminate this Lease on fifteen (15) days' notice to Tenant and upon the expiration of said fifteen (15) day period this Lease shall cease and expire as aforesaid and Tenant shall immediately quit and surrender the Demised Premises as aforesaid. Upon the termination of this Lease as provided above, Landlord, without notice, may re-enter and repossess the Demised Premises

using such force for that purpose as may be necessary without being liable to indictment, prosecution or damages therefor and may dispossess Tenant by summary proceedings or otherwise.

E. WAIVER. The Tenant hereby expressly waives all exemptions secured to the Tenant under the laws of the State of New York or of any other State of the United States or otherwise as against the collection of any debt herein or hereby incurred or secured. Tenant hereby waives any rights it may have to redeem the Demised Premises.

F. CUMULATIVE. All rights and remedies of the Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

17. DEMAND AND RECEIPT BY LANDLORD. Every demand for Rent due wherever made shall have the same effect as if made at the time it falls due and at the place of payment, and after the service of any notice or commencement of any suit, or final judgment therein, the Landlord may receive and collect any Rent due, and such collection or receipt shall neither operate nor affect such notice, suit, or judgment.

18. DAMAGE AND DESTRUCTION.

A. INSURED. In the event the Demised Premises are damaged by any peril which is covered by the Landlord's standard policies of fire and extended coverage insurance to an extent which is less than twenty-five (25%) percent of the cost of replacement of the Demised Premises, the damage to the portion of the Demised Premises which the Landlord is obligated to insure pursuant to Section 8 hereof shall promptly be repaired by the Landlord at the Landlord's expense but, in no event shall the Landlord be required to repair or replace the Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment, Tenant's Improvements or other items of construction and personal property which the Tenant is obligated to insure pursuant to Section 8 hereof.

B. NOT INSURED. In the event of damage due to any peril not covered by the Landlord's insurance, or in the event of damage, regardless of the cause, in which (a) the Demised Premises are damaged to the extent of twenty-five (25%) percent or more of the cost of replacement of the Demised Premises, or (b) the building of which the Demised Premises are a part is damaged to the extent of fifty (50%) percent or more of the cost of replacement, or (c) such damage occurs during the last three (3) years of the Term of this Lease, the Landlord may elect either to repair or rebuild the Demised Premises or the building of which the Demised Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Tenant within ninety (90) days after the event causing the damage.

C. ABATEMENT. If the casualty, repairing, or rebuilding shall render the Demised Premises untenantable, in whole or in part, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date the Landlord completes its repairs or rebuilding, said proportion to be computed on the basis of the relation which the gross leasable area of space rendered untenantable bears to the Gross Leasable Area of the Demised Premises.

D. TENANT REPAIRS. If the Landlord is required or elects to repair the Demised Premises as herein provided, the Tenant shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, ceiling-hung chandeliers and other adornments, special equipment and other items of construction and personal property which the Tenant is obligated to insure pursuant to Section 8 hereof, in a manner and to at least a condition equal to that prior to its damage or destruction, and the proceeds of all insurance carried by the Tenant pursuant to said Section 8 shall be held in trust by the Tenant for the purpose of such repair and replacement.

E. LIMITATIONS. Notwithstanding anything to the contrary contained herein, the obligation of Landlord to rebuild or repair is limited to the insurance proceeds, if any, received by Landlord.

19. CONDEMNATION.

A. AWARDS. In the event the Shopping Center or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain (including for purposes of this Section any voluntary conveyance in lieu of such proceedings), the entire compensation award therefor, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion, and fee, shall belong to the Landlord without any deduction therefrom for any present or future estate of the Tenant, and the Tenant hereby assigns to the Landlord all its rights, title and interest to any such award. Although all damages in the event of any

condemnation shall belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold, reversion or fee of the Demised Premises, the Tenant shall, in the event this Lease is terminated pursuant to this Section, have the right to claim and recover from the condemning authority, but not from the Landlord, such compensation as may be separately awarded or recoverable by the Tenant in the Tenant's own right on account of any and all damage to the Tenant's business by reason of the condemnation and for or on account of any cost or loss which the Tenant might incur in removing the Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

B. TERMINATION.

(i) Whole Premises Taken. If the whole of the Demised Premises shall be taken by any public authority under the power of eminent domain (including for purposes of this Section any voluntary conveyance in lieu of such proceedings), this Lease shall terminate as of the day possession shall be taken by such public authority, and the Tenant shall pay Fixed Minimum Rent, and Additional Rent up to that date with an appropriate refund by the Landlord of such amounts thereof as shall have been paid in advance for a period subsequent to the date of the taking.

(ii) Less Than 25% Taken. If less than twenty-five (25%) percent of the Gross Leasable Area of the Demised Premises shall be so taken, this Lease shall terminate only with respect to the parts so taken as of the day possession shall be taken by such public authority, and the Tenant shall pay Rent up to that day with an appropriate refund by the Landlord of the proportionate amount of such Rent as may have been paid in advance for a period subsequent to the date of the taking and, thereafter, the Fixed Minimum Rent shall be equitably adjusted, and the Landlord shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remainder of the Demised Premises a complete architectural unit.

(iii) More Than 25% Taken. If more than twenty-five (25%) percent of the Gross Leasable Area of the Demised Premises shall be so taken, then this Lease shall terminate with respect to the part so taken from the date possession shall be so taken by such public authority, and the Tenant shall pay Rent up to that date with an appropriate refund by the Landlord of such proportionate amount of such Rent as may have been paid in advance for a period subsequent to the date of the taking, and either party shall have the right to terminate this Lease upon notice in writing within thirty (30) days after the date possession is taken.

(iv) More Than 50% Taken. If more than fifty (50%) percent of the Gross Leasable Area of the building in which the Demised Premises are located shall be so taken, the Landlord may, by notice in writing to the Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and the Rent shall be paid or refunded as of the date of termination.

C. ABATEMENT; LIMITATIONS. In the event that the Tenant remains in possession, and if the Landlord does not so terminate this Lease, all of the terms herein provided shall continue in effect except that the Fixed Minimum Rent shall be equitably abated, and the Landlord shall make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit. In the event the Landlord is obligated to restore the Demised Premises to a complete architectural unit, as above provided, such work shall not exceed the scope of the work to be done by the Landlord in constructing the Demised Premises, nor shall the Landlord be required to spend for such work an amount in excess of the amount received by the Landlord as damages for the part of the Demised Premises so taken, less any amount paid to the Landlord's mortgagee from such award.

20. SUBORDINATION OF LEASE. The Tenant hereby subordinates its rights under this Lease to the lien or liens of any mortgage that may hereafter be placed upon the Shopping Center or any portion thereof, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. The Tenant also agrees that any such first mortgagee may elect to have this Lease prior to the lien of its mortgage, and in the event of such election and upon notification by such mortgagee to the Tenant to that effect, this Lease shall be deemed prior to lien to the such mortgage, whether this Lease is dated prior to or subsequent to the date of such mortgage. The Tenant agrees that, upon the request of the Landlord or any mortgagee, it shall execute and deliver whatever instruments may be required for such purposes and to carry out the intent of this Section 20, and in the event the Tenant fails so to do within ten (10) days after request in writing, the Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney in fact and in its name, place and stead to do so. The Tenant shall, in the event of the sale or assignment of the Landlord's interest in the Shopping Center or any portion thereof, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under the mortgage covering the Shopping Center or any portion thereof, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease.

21. ESTOPPEL CERTIFICATES. At any time and from time to time, the Tenant agrees, upon request of the Landlord, to execute, acknowledge and deliver to the Landlord, or to the holder of any mortgage which is a lien on the Shopping Center or any portion thereof, a statement in writing in a form and substance satisfactory to the Landlord and such mortgage holder, if any, certifying to all or any part of the following information as the Landlord shall request: (i) that this Lease constitutes the entire agreement between the Landlord and the Tenant and is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification); (ii) the dates to which the Fixed Minimum Rent, Additional Rent, and other charges hereunder have been paid, and the amount of any security deposited with the Landlord; (iii) that the Demised Premises have been completed on or before the date of such statement and that all conditions precedent to the Lease taking effect have been carried out; (iv) that the Tenant has accepted possession, the Lease Term has commenced, the Tenant is occupying the Demised Premises, and the Tenant knows of no default under the Lease by the Landlord; (v) the actual commencement date of the Lease and the expiration date of the Lease; and (vi) that the Tenant's store is open for business; provided, such facts are true and ascertainable. In the event the Tenant fails to provide such statement as above described within ten (10) days after the Landlord's written request therefor, the Tenant does hereby make, constitute and irrevocably appoint the Landlord as its attorney-in-fact and in its name, place and stead to do so.

22. ASSIGNMENT AND SUBLETTING.

A. OVERALL. The Tenant shall not sublet the Demised Premises or any part thereof nor assign this Lease, in whole or in part, without in each case obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld to: (i) a bona fide franchisee operating under the XXXXX trade name, (ii) any parent entity or affiliate of Tenant or to any other entity which may, as a result of a reorganization, merger, consolidation or sale of assets or ownership interests, succeed to the business carried on by Tenant or its parent; or (iii) to any entity which is acquiring three (3) or more stores operating under the XXXXXXX trade name within the State of New York. Any transfer of this Lease from the Tenant by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the prior written consent of the Landlord. The Tenant shall not permit any business to be operated in or from the Demised Premises by any concession or licensee without the prior written consent of the Landlord. In the event that the Tenant shall seek the Landlord's permission to assign this Lease or sublet the Demised Premises, the Tenant shall provide to the Landlord the name, address and financial statement of the proposed assignee or sublessee and guarantor and such other information concerning such proposed assignee or sublessee and guarantor as the Landlord may require. Any consent by the Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting, or operation by a concessionaire or licensee. In the event that the Tenant shall at any time, during the Term of this Lease, sublet all or any part of said Demised Premises or assign this Lease, either with the consent of the Landlord as hereinbefore provided or without the consent of the Landlord, then, and in such event, it is hereby mutually agreed that the Tenant shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease is assigned or if the Demised Premises or any part thereof is subleased or occupied by anyone other than the Tenant, the Landlord may collect from the assignee, sublessee or occupant any Rent or other charges payable by the Tenant under this Lease, and apply the amount collected to the Rent and other charges herein reserved, but such collection by the Landlord shall not be deemed an acceptance of the assignee, sublessee or occupant as a tenant nor release of the tenant from performance by the Tenant under this Lease.

B. OWNERSHIP OF TENANT

Notwithstanding above stated to the contrary, in the event of an assignment, which is consented to by the Landlord (which consent shall be in Landlord's sole discretion), the guarantor, Xian Feng Zhang, shall be released from all obligations under the lease one year from the date of the lease assignment, as long as Landlord obtains a replacement personal guarantor of the lease from an individual (s) acceptable to the Landlord in its sole discretion.

23. PAYMENT ON ACCOUNT BY TENANT. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Rent shall be deemed to be other than on account of the earliest stipulated Rent and other charges nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

24. WAIVER. No waiver of any condition or legal right or remedy shall be implied by the failure of the Landlord to declare a forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it be in writing signed by the Landlord. No waiver by the Landlord in respect to one or more tenants or occupants of the Shopping Center in which the Demised Premises are located shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed

or pleaded to excuse a future breach of the same condition or covenant. The mention in this Lease of any specific right or remedy shall not preclude the Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity; and for the purpose of any suit by the Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease and it is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovering of said sum or sums so omitted.

25. QUIET ENJOYMENT. If and so long as the Tenant pays the Rent reserved by this Lease and performs and observes all the covenants, agreements, and provisions hereof, the Tenant shall quietly enjoy the Demised Premises, subject, however, to the terms of this Lease, utility easements, both recorded and unrecorded, and all applicable zoning ordinances, and the Landlord will warrant and defend the Tenant in the quiet enjoyment and possession of the Demised Premises throughout the Term of this Lease.

26. NOTICES. Whenever it is provided herein that notice, demand, request, or other communication shall or may be given to either of the parties by the other, such notice, demand, request, or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless it shall be served by mailing such notice, postage prepaid, by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, in a sealed envelope, postage prepaid, and addressed to the address listed below or to such other address as either party may from time to time designate by notice given to the other. Any such notice, demand, request, or other communication mailed as above provided shall be deemed to have been given, served, made, or delivered at the time it was so placed in the mail or with a nationally recognized overnight delivery service.

As to the Landlord, the address for
Notices will be as stipulated in Article 1, Paragraph N.

As to the Tenant, the address for
Notices will be as stipulated in Article 1, Paragraph Z.

27. COMMISSIONS. There are no brokers involved in this transaction except for _____ (Landlord's Broker) and Trinity Realty Group (Tenant's Broker). Landlord shall be responsible for the commissions payable to each of said Brokers pursuant to the existing Broker agreement.

28. DELAYS IN PERFORMANCE. In any case in which either the Landlord or the Tenant is required to do any act, other than make a payment of money, delays caused by or resulting from an act of God, civil commotion, fire or other casualty, labor difficulties, general shortages of labor, materials, or equipment, governmental regulations, or other causes beyond such parties reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, or a reasonable time

29. LANGUAGE CONSTRUCTION. Wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be considered as meaning "Landlords" or "Tenants" respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

30. NO JOINT VENTURE OR PARTNERSHIP. The Landlord is not, in any way or for any purpose, a partner of the Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with the Tenant.

31. CAPTIONS. The captions of the Sections of this Lease are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.

32. RIGHTS OF SUCCESSORS AND ASSIGNS. This Lease and all the covenants, provisions, and conditions herein contained shall apply to, be binding upon, and inure to the benefit of the parties hereto and their heirs, distributees, executors, administrators, personal representatives, successors, and assigns.

33. LIABILITY OF LANDLORD. If the Landlord shall fail to perform any covenant, term or condition of this Lease upon the Landlord's part to be performed and, as a consequence of such default, the Tenant shall recover a money judgment against

the Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of the Landlord in the Shopping Center as the same may then be encumbered and neither the Landlord nor any of the partners or members comprising the Landlord (if the Landlord is a partnership, limited partnership or limited liability company) shall be liable for any deficiency. It is understood that in no event shall the Tenant have the right to levy execution against any property of the Landlord other than its interest in the Shopping Center as hereinbefore expressly provided. In the event of the sale or other transfer of the Landlord's right, title and interest in the Demised Premises or the portion of the Shopping Center which includes the Demised Premises, the Landlord shall be released from all liability and obligations hereunder.

34. APPLICABLE LAW. This Lease shall be governed, construed, and enforced in accordance with the laws of the State of New York.

35. ENTIRE AGREEMENT; MODIFICATIONS. This Lease and the exhibits attached hereto, and any Riders attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and the Tenant concerning the Demised Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. The Tenant agrees that the Landlord and its agents have made no representations or promises with respect to the Demised Premises or the building or property of which the Landlord or its agents are a part, except as herein expressly set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon the Landlord or the Tenant unless reduced to writing and signed by them.

36. INVALID PROVISION. In the event that any provision herein shall be declared invalid or unenforceable, such provision shall be severed and deleted from this Lease and the remainder of the Lease shall continue in full force and effect.

37. SECURITY: As security for the faithful performance by Tenant of all of the terms and conditions of this Lease on Tenant's part to be performed, Tenant has deposited with Landlord the Security Deposit. The Security Deposit shall be returned to Tenant, without interest, within thirty (30) days after the expiration of the Term of this Lease if Tenant has fully and faithfully carried out all of the terms, covenants, and conditions of this Lease on its part to be performed. Landlord shall have the right to apply any part of the Security Deposit to cure any Event of Default. The application of the Security Deposit shall be at the sole discretion of Landlord. It is expressly understood that this remedy is in addition to all other remedies vested in Landlord.

38. SUBMISSION OF DOCUMENT: The submission of this document for examination does not constitute an option or offer to lease the Demised Premises. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

39. LANDLORD'S RIGHT TO CURE. If Landlord shall fail to perform any obligations under this Lease, required to be performed by Landlord, Landlord shall not be deemed in default hereunder nor subject to any claim for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Delays in Performance as set forth in Section 28. If Landlord shall fail to cure within the time period permitted for cure herein, Landlord shall be subject to such claims for damages and remedies as may be available to Tenant (subject to other provisions of this Lease); Tenant shall have no right of self-help to perform repairs or any other obligations of Landlord, and shall have no right to withhold, set-off or abate Rent

40. WAIVER OF JURY TRIAL, COUNTERCLAIMS, AND VENUE. IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY RESOLUTION OF ANY DISPUTE, LANDLORD AND TENANT EACH HEREBY EXPRESSLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE DEMISED PREMISES OR THE SHOPPING CENTER. Although such jury trial waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim. If Landlord commences any detainer suit, summary proceedings or other action seeking possession of the Demised Premises, Tenant agrees not to interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed). Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease, the Demised Premises or the Shopping Center, shall be heard, at Landlord's option, in the County where the Shopping Center is located.

41. **AMERICANS WITH DISABILITES ACT ("ADA").** Landlord shall be responsible for any cost, claim or alteration arising from the ADA which results from improvements or alterations performed by Landlord in connection with Landlord's Work. Tenant shall be responsible for any cost, claim or alteration arising from the ADA which results from Improvements or alterations performed by Tenant in connection with Tenant's Improvements, or resulting from Tenant's use of the Demised Premises.

42. **REPORTING OF GROSS SALES.** Tenant shall report its Gross Sales to Landlord bi-annually within thirty (30) days after the end of each reporting period during the Term of this Lease and any Renewal Terms.

ADDITIONAL PROVISIONS: Additional provisions, if any, set forth on Exhibit A are incorporated herein and made a part of this Lease.

In the event of any conflict between the provisions of the body of this Lease and any Rider, the provisions of the Rider shall control.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the XXXXXX day of XXXXX, 2018.

WITNESS:

LANDLORD: CCM Associates of Clifton Park, LLC

BY: _____

ITS: _____

DATE: _____

TENANT: XXXXXXXXXXXX

BY: _____

ITS: _____

DATE: _____

EXHIBIT "A"

Additional Provisions

EXHIBIT "B"

Demised Premises

EXHIBIT "C"

Landlord's Work

EXHIBIT "D"

Tenant's Improvements

EXHIBIT "E"

Sign Criteria

EXHIBIT "F"

Agreement of Lease Commencement Date

This **AGREEMENT OF LEASE COMMENCEMENT DATE**, once executed, shall become an attachment to the Lease between XXXXXXXX as Landlord and XXXXXXXX as Tenant dated the _____ day of XXXXXX 20XX.

The Tenant hereby agrees and confirms that any improvements required to be furnished by Landlord pursuant to Exhibit "C" of the Lease have been completed in all respects and are satisfactory. The Tenant does hereby accept possession of the Demised Premises and acknowledges that the Lease Commencement Date is hereby established as _____, 20XX.

Agreed to and accepted this _____ day of XXXXXX 20XX.

TENANT: XXXXXXXXXXXXXXXX

LANDLORD: XXXXXXXXXXXXXXXX

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "G"

Existing Exclusives and Restricted Uses

Exhibit "H" Guaranty

Landlord: **CCM Associates of Clifton Park, LLC**

Tenant: XXXXXXXXXXXX

Guarantor: XXXXXXXXXXXX

Date: XXXXXXXXXXXXX

Tenant wishes to enter into the Lease with Landlord. Landlord is unwilling to enter into the Lease unless Guarantor assures Landlord the performance of Tenant's obligations under the Lease with respect to paying the base rent and additional rent for the term of the Lease.

Accordingly, in order to induce Landlord to enter into the Lease with Tenant, and for good and valuable consideration, receipt and adequacy of which are acknowledged by Guarantor including without limitation, the benefits that Guarantor will derive from Tenant's entry into the Lease:

1. Guarantor, for her/him self, its successors and assigns, irrevocably, absolutely, and unconditionally guarantees to Landlord, and the successors and assigns of Landlord, Tenant's full and punctual performance of its obligations under the Lease, including without limitation the payment of Rent and other charges due under the Lease, and not merely collection of Rent and other charges. Guarantor waives notice of any breach or default by Tenant under the Lease. If Tenant defaults in the performance of any of its obligations under the Lease, upon Landlord's demand, Guarantor will perform Tenant's obligations under the Lease.

2. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Lease, or the giving of any consent to any matter related to or thing relating to the Lease, or the granting of any indulgences or extensions of time to Tenant, or any delay or failure by Landlord in enforcing the Lease or a compromise of amounts due under the Lease, may be done without notice to Guarantor and without affecting the obligations of Guarantor under this Guaranty.

3. The obligations of Guarantor under this Guaranty will not be affected by Landlord's receipt, application, or release of security given for the performance of Tenant's obligations under the Lease, nor by any assignment, sublease, or modification of the Lease, including without limitation the alteration, enlargement, or change of the Premises described in the Lease, except that in case of any such modification, the liability of the Guarantor will be deemed modified in accordance with the terms of any such modification, or the termination of the Lease after an Event of Default, or an acceptance of a surrender of the Premises. Landlord's request for Guarantor's consent to any actions described in this Guaranty will not mean that Guarantor's consent is required to that action or any other action described in this Guaranty in order to continue the Guaranty in effect.

4. The liability of Guarantor under this Guaranty will not be affected by (a) the release or discharge of Tenant from its obligations under the Lease in any creditors', receivership, bankruptcy, or other proceedings, or the commencement or pendency of any such proceedings; (b) the impairment, limitation, or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future bankruptcy code or other statute, or from the decision in any court; (c) the rejection or

disaffirmance of the Lease in any such proceedings; (d) Tenant's assignment or transfer of the Lease or sublease of all or part of the Premises described in the Lease; (e) any disability or other defense of Tenant or the invalidity of the Lease for any reason; or (f) the cessation from any cause whatsoever of the liability of Tenant under the Lease.

5. Until all of Tenant's obligations under the Lease are fully performed, Guarantor: (a) waives any right of subrogation against Tenant by reason of any payments or acts of performance by Guarantor, in compliance with the obligations of Guarantor under this Guaranty; (b) waives any other right that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty; and (c) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

6. This Guaranty will apply to the Lease, any extension or renewal of the Lease, and any holdover term following the term of the Lease, or any such extension or renewal.

7. Except as set forth in it, this Guaranty may not be changed, modified, discharged, or terminated orally or in any manner other than by an agreement in writing signed by Guarantor and Landlord. The Guarantor's liability under this Lease will end only upon full performance and payment of Tenant's obligations under this Lease. This Guaranty shall be binding upon Guarantors, heirs, executors, successors and assigns.

8. Guarantor is primarily obligated under the Lease. Landlord may, at its option, proceed against Guarantor without proceeding against Tenant or anyone else obligated under the Lease or a guaranty of the Lease or against any security for any of Tenant's or Guarantor's obligations.

9. Guarantor will pay on demand the reasonable attorneys' fees and costs incurred by Landlord, or its successors and assigns, in connection with the enforcement of this Guaranty.

10. Guarantor irrevocably appoints Tenant as its agent for service of process related to this Guaranty. Guarantor consents to the exclusive jurisdiction of the state courts of the state in which the Premises are located. GUARANTOR WAIVES TRIAL BY JURY OF ANY MATTER ARISING OUT OF THIS GUARANTY.

11. If there is more than one Guarantor their obligations shall be joint and several except as modified by paragraph 1 herein.

Guarantor has executed this Guaranty as of the Date.

Print Name: _____

Print Name: _____

STATE OF NEW YORK)
)
) SS.:
COUNTY OF SARATOGA)

On this ____ day of _____, in the year 20XX before me, the undersigned, a Notary in and for said state, personally appeared ~~XXXXXXXXXXXXXXXX~~, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary _____