

# Byzantine, Inc.

PO Box 1567  
Beaver Falls, PA 15010

Phone: (724) 847-0321 x102  
Fax: (724) 847-0764

## Fax

<b>To</b>	Mr. Jim Bohl, Alderman	<b>From</b>	Constantine (Deno) Neofotistos
<b>Fax</b>	414-286-3456	<b>Pages</b>	(incl.): 5
<b>cc</b>		<b>Date</b>	2/21/07
<b>RE</b>	Garbage Violation at Family Dollar Store – 7924 W. Burleigh St. Milwaukee, WI		
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Mr. Bohl,

Following, please find the Letter sent to Family Dollar in regards to the above-referenced store.

Byzantine, Inc. will follow up with Family Dollar on Tuesday February 27, 2007 to see if the garbage has been picked up. In addition, we are requesting that they send us the name and phone number of the Lot Maintenance Contractor they currently employ for their weekly lot cleanup.

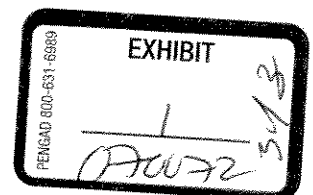
Should this issue continue to be a problem, Byzantine, Inc. will hire a weekly maintenance contractor and request re-imbursement from Family Dollar.

We hope that this issue will no longer be a problem.

Should you need any additional information or want to speak to me about any other issue pertaining to this store, please give me a call.

Thanks

Deno



# B

Byzantine, Inc.  
Real Estate Development

P.O. Box 1567  
Beaver Falls, PA 15010  
Phone: 724-847-0321 x102  
Fax: 724-847-0764

*Constantine (Deno) Neofotistos*  
*Director of Property Maintenance*  
[deno@byzantineinc.net](mailto:deno@byzantineinc.net)

General Partner of:

- LSP Properties, LP
- Market Street Property of Warren, LP
- Ritzland Plaza of Penn Hills, LP
- Byzantine of PA, LP
- Byzantine Properties of Pennsylvania, LP
- Byzantine of NY, LP
- Byzantine of WI, LP

**Via: Certified Mail & Fax (704) 846-2096**

February 21, 2007

Mr. Jose Nieves  
Family Dollar Store # 6433  
Lease Administration Manager  
PO Box 1017  
Charlotte, NC 28201-1017

**Re: Violation for Garbage at Family Dollar Store # 6433 located on 7924 W. Burleigh St. Milwaukee, WI**

Dear Mr. Nieves

Pursuant to a letter received by Byzantine, Inc. from Alderman, 5<sup>th</sup> District, Mr. James A. Bohl, Jr. from the City of Milwaukee, WI, it has been brought to our attention that several complaints have been received about the condition of the above-referenced property.

As per the attached letter dated February 8, 2007, numerous complaints have been received regarding the garbage that is frequently strewn about, including packing tape, cardboard, and other debris.

In accordance with our Lease Agreement entered May 19, 2004, Dollar General is responsible for the removal of trash and debris from the property. Please see section 12 Maintenance and Repairs of the Lease agreement (pages 7 & 8 of the Lease attached for your convenience).

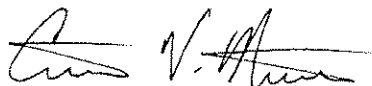
Please promptly notify the lot maintenance company currently in your employ, that they must properly clean the lot on a regular basis, keeping the lot and the surrounding area free of any and all debris associated with the day-to-day business of the store. Failure to do so will result in additional violations and possible fines and fees from the City of Milwaukee.

Any and all fines and associated costs attributed to this issue will be the sole responsibility of Dollar General and will be forwarded for re-imbursement.

Please respond to this letter no later than Tuesday February 27, 2007 with a plan of action to rectify the current situation and if possible, forward a copy of your lot maintenance agreement which can be forwarded to the City of Milwaukee.

Should you require any assistance or have any questions, please feel free to contact me.

Sincerely,



Constantine (Deno) Neofotistos

cc: Theresa Omogrosso, Spiro Pappan, Alderman James Bohl Jr./ City of Milwaukee File

Enclosures



**JAMES A. BOHL JR.**  
Alderman, 5th District



**RECEIVED**  
2-21-07

February 8, 2007

Byzantine, Inc.  
1198 Mulberry Street  
Bridgewater, PA 15009

Dear 5<sup>th</sup> District Landlord

I am writing to you to inform you about concerns my office has about your property located at 7924 West Burleigh Street in the City of Milwaukee, WI. First, the Milwaukee Police Department has notified me that there has been an increase in crime in your store. Secondly, I have received numerous complaints about the condition of your property and garbage that is frequently strewn about, including packing tape, cardboard and other debris.

Area residents who have registered previous complaints with my office have indicated that they have not seen any improvement in the past few months. As a result, I have requested that the Department of Neighborhood Services investigate and remedy these situations. Should conditions of this nature continue all administrative and clean up fees will be added to your tax bill. I would greatly appreciate your efforts in rectifying any future occurrences.

Sincerely,

A handwritten signature in cursive script that reads "Jim Bohl".

Jim Bohl, Alderman  
5<sup>th</sup> Aldermanic District

JB:so

cc: Manager, 7924 West Burleigh Street

under slab) plumbing and electrical lines and certain repairs and replacements to the heating and air conditioning, interior plumbing (including sprinkler system, if any), and interior electrical systems as set forth below. Landlord shall be responsible for repairs and replacements to the paved parking and service areas on the demised premises, but not for the removal of snow, trash, weeds and debris or for restriping. Landlord shall maintain the exterior walls, roof, doors, windows, gutters, downspouts, and other exterior structural portions of the building constituting a part of the demised premises except for repairs Landlord is required to make. Tenant shall also keep the interior plumbing, interior electrical and the heating and air conditioning systems in repair until the aggregate cost of repairs and replacements to such systems equals \$1,000 in any lease year. Landlord shall promptly reimburse Tenant for any costs incurred by Tenant in excess of \$1,000 and Landlord shall have full responsibility for making, at Landlord's expense, any and all repairs and replacements to such systems for the remainder of such lease year. For the purpose of determining the responsible party, any repair or replacement expense shall be attributed to the lease year in which the repair or replacement is made. In addition, Tenant shall be responsible for (i) the removal of snow, trash, weeds and debris from the demised premises; and (ii) restriping the parking and service areas.

Neither Landlord nor Tenant shall be responsible for repairs or replacements which are the direct result of the negligence of the other party unless such repairs or replacements are covered by insurance or required by this lease to be covered by insurance; provided, if the party charged with negligence disputes that it negligently caused the condition needing the repair, the party responsible for making the repair in the absence of the other party's negligence will make the repairs and replacements but shall have the right to recover the reasonable costs of the repairs or replacements from the negligent party unless the loss is covered or required to be covered by insurance.

**2A. HEATING AND AIR CONDITIONING SYSTEMS.** Landlord shall furnish new heating and air conditioning systems serving only the building constituting a portion of the demised premises manufactured by a national firm such as Lennox, Carrier or equivalent. The air conditioning system shall have a minimum capacity of 20 tons and shall be sufficient to maintain an even inside temperature of 72 degrees and a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum inside temperature of 72 degrees. Notwithstanding Tenant's repair obligations set forth in Paragraph 12 above, Landlord shall be responsible for making any necessary repairs to the heating and air conditioning systems for one year after the date Tenant opens for business



(d) Subject to Paragraph 20, MUTUAL WAIVER, from and after the date possession of the demised premises is delivered to Tenant and thereafter during the term of this lease, Tenant will defend, indemnify and save Landlord harmless from any claims, liability, loss, cost or expense (including attorneys fees) on account of any injury to any third person or to any third person's property occurring on the demised premises or arising out of Tenant's failure to perform its obligations under this lease provided that such injury does not result from the acts or omissions of Landlord, its agents or employees.

(e) Beginning on the rent commencement date, Tenant shall reimburse Landlord for any increase in the insurance premium for the insurance Landlord is required to carry by subparagraph (a) of this Paragraph over the premium for the first insurance policy period of twelve full consecutive months which commences after the building on the demised premises is fully insured with all of the initial alterations and improvements for Tenant's store fully completed (the "base premium"). All premiums shall be reasonable and at competitive rates. The amount of the premium to be reimbursed by Tenant shall be reduced on a per diem basis for partial lease years.

Landlord shall furnish Tenant with a detailed statement annually setting forth the actual amount of said increase for the prior lease year or partial lease year. Such statement shall be accompanied by documentation to support Landlord's request for reimbursement, including copies of paid invoices for all premiums and a detailed statement of the base premium and any other information Tenant may require. In no event shall Tenant be responsible for reimbursing Landlord for any insurance premiums unless Tenant has received such statement and documentation and written request for reimbursement from Landlord within one year after the earlier of the date Landlord paid such premium or the date such premium was due and payable.

**12. MAINTENANCE AND REPAIRS.** Landlord shall remedy any defect in workmanship, materials or equipment furnished by Landlord pursuant to Paragraph 4 of this lease provided Tenant notifies Landlord of the defect within twelve months after the rent commencement date. Landlord shall maintain and keep in good repair and replace when necessary all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, canopy, gutters, and downspouts, and also all structural portions of the building whether interior or exterior. Landlord shall also be responsible for making any repairs made necessary by the settling of the building constituting a part of the demised premises, any repairs to the interior of the demised premises made necessary by Landlord's failure to maintain the exterior of the demised premises, any repairs to exterior (including

