

LEASE AGREEMENT

Midtown Center

Milwaukee WI

Midtown Center

by and between

"Landlord"
and

Please provide
DBA

Please provide

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EXHIBITS

Exhibit "A"	Legal Description
Exhibit "B"	Site Plan
Exhibit "C"	Confirmation of Lease Term
Exhibit "D"	Certificates/Declarations
Exhibit "E"	Landlord s Work
Exhibit "F"	Tenant s Work
Exhibit "G"	Rules and Regulations
Exhibit "H"	Sign Criteria
Exhibit "I"	Special Stipulations
Exhibit "J"	Equipment Maintenance Policy
Exhibit "K"	HVAC Maintenance Agreement
Exhibit "L"	Contact Information
Exhibit "M"	Request for Taxpayer Identification Number and Certification
Exhibit "N"	Form of Guaranty

ARTICLE I

BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

Section 1.01 - Basic Lease Provisions.

- (A) DATE: 12/1/2025,
- (B) LANDLORD: Laureate Capital LLC
- (C) ADDRESS OF LANDLORD: 361,17th ST NW
Unit 2601
Atlanta, Georgia 30363
- (D) TENANT: Please provide
- (E) ADDRESS OF TENANT: 5700 W. Capitol Drive, #35
Milwaukee, WI 53209
- (F) TENANT NOTICE ADDRESS: Please provide

(G) PERMITTED USE: The Premises may be used only for the following purpose and for no other purpose: **Campaign office** Without in any way broadening the scope of its permitted use of the Premises, Tenant hereby agrees not to violate any restrictive covenants or tenant exclusives with respect to the Shopping Center and agrees that its use of the Premises shall be subject to and shall not violate any such covenants and exclusives. Tenant acknowledges that this Lease is a Shopping Center Lease and that Landlord has selected the use of Tenant and the other tenants within the Shopping Center based on the synergy and tenant mix. Therefore, any change in use shall constitute a material default hereof, which will entitle Landlord to any and all rights and remedies provided in this Lease, at law or in equity Tenant agrees to keep all Events with adequate Visible SECURITY personal presence.

(H) TENANT'S TRADE NAME:

- (I) SHOPPING CENTER: The term "Shopping Center" means all that certain land and all buildings, improvements, equipment and facilities erected thereon known as **Midtown Center** (which shopping center name may be changed or modified by Landlord at any time in its sole discretion), located in Milwaukee WI, and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof, as same may be altered, expanded or reduced from time to time at the discretion of Landlord.

(J) PREMISES: That portion of the Shopping Center cross-hatched on the Site Plan attached hereto as Exhibit "B" and designated as Space Suite: 35 the parties agree that said Premises containing approximately 3500 square feet of Gross Leasable Area ("GLA") (measured from the outside of any exterior walls and from the center of any common demising walls).

(K) LEASE YEAR: The Lease term hereof shall commence upon the Rental Commencement Date. If the Rental Commencement Date, however, shall not fall upon the first day of a calendar month, then the Lease shall be the period of time from said Rental Commencement Date to the end of the month in which said Rental Commencement Date shall occur plus the following twelve (12) calendar months.

(L) LEASE TERM/RENTAL COMMENCEMENT DATE: This Lease shall be binding upon the parties as of the date hereof with the term of the Lease (herein sometimes referred to as the "Lease Term") extending for a period of **12 Months** (said date being herein sometimes referred to as the "Rental Commencement Date" or the "Commencement Date").

(N) FIXED MINIMUM RENT:

Lease Month(s)	Annual Minimum Rent	Monthly Minimum Rent
12/1/25 to 11/30/26		3,500.00

(P) COMMON AREA MAINTENANCE, INSURANCE AND REAL ESTATE TAX EXPENSE: \$7.97 per square foot, payable monthly.

(Q) WATER CHARGE: The Premises is separately metered; Tenant shall pay directly to the water authority its cost for water for the Premises. If the water utility for the Premises is not separately metered, then Landlord may install a submeter and shall be granted entry to install and read same and tenant shall pay such costs directly to the Landlord under the same terms and conditions as the rent.

(T) GUARANTOR(S): Omitted

(U) ADDRESS OF GUARANTOR(S): Omitted

(V) TENANT ALLOWANCE: None.

(W) DELIVERY OF POSSESSION: AS-IS-CONDITION

Section 1.02 - Significance of a Basic Lease Provision. Each reference in this "Lease" to any of the Basic Lease Provisions contained in Section 1.01 of this Article shall be deemed and construed to incorporate all of the terms thereof. The Basic Lease Provisions shall be construed in connection with and limited by any such reference.

Section 1.03 Special Stipulations. The Special Stipulations, if any, attached hereto are by this reference made a part hereof and shall control in the event of any conflict with any other provisions of this Agreement. Special Stipulations, if any, are contained on Exhibit "I" attached to this Lease.

ARTICLE II
DEMISE OF PREMISES AND QUIET ENJOYMENT

Section 2.01 - Lease. Landlord owns or controls the land described on Exhibit "A" and outlined on the Site Plan attached hereto as Exhibit "B", together with that certain building and improvements thereon depicted, all of which may from time to time at Landlord's election, constitute the Shopping Center. In consideration of the rents, covenants and agreements reserved and contained in this Lease, Landlord hereby leases the Premises to Tenant, and Tenant rents same for the Lease Term, in order that Tenant shall continuously operate its retail business thereon in accordance with its Permitted Use, subject only to the terms and conditions herein contained and all liens, encumbrances, easements, restrictions, zoning laws, and governmental or other regulations affecting the Shopping Center. The Premises shall include only the appurtenances specifically granted in this Lease with Landlord specifically excepting and reserving for itself, the roof, the air space above the roof, the space below the floor, the space above the drop ceiling, the exterior portions of the Premises (other than the storefront including glass and doors), and the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines, and wires in the Premises. Tenant shall have the right to utilize portions of the space above the ceiling during construction of the Premises in accordance with Tenant's construction obligations under Section 2.03 and Exhibit "F" hereof and at such other times as may be necessary with Landlord's prior written consent. Landlord agrees that where possible all work in the Premises shall be performed in a manner which shall not unreasonably interfere with the normal business operations of Tenant. This Lease does not grant any legal rights to "light and air" outside the Premises nor any particular view visible from the Premises, nor any easements, licenses or other interest unless expressly contained in this Lease.

Section 2.02 - Use of Common Areas. The use and occupation by Tenant of the Premises shall include a revocable non-exclusive license to use for their intended purposes in common with the others entitled thereto the Common Areas, as same may be designated from time to time by

the Landlord, subject, however, to the terms and conditions of this Lease and to rules and regulations for the use thereof as prescribed from time to time by Landlord. The term "Common Areas" as used in this Lease shall mean all facilities furnished in the Shopping Center and designated by Landlord for the general use, in common, of occupants of the Shopping Center, including Tenant, its officers, agents, employees, and customers, which facilities may include, but are not limited to, the parking areas, streets, passenger vehicle roadways, sidewalks, walkways, service areas, roadways, loading platforms, drainage and plumbing systems, canopies, ramps, landscaped areas and other similar facilities available for common use which may from time to time exist. Landlord shall have no obligation to permit any of the Common Areas to be operated beyond the hours designated by Landlord. All Common Areas shall be controlled and deemed within the sole purview of Landlord and if the amount of the Common Areas shall be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent, nor shall such diminution of the Common Areas be deemed constructive or actual eviction. Landlord reserves the right at any time to relocate or reconfigure the building, automobile parking areas and other Common Areas; to change the number of buildings, buildings dimensions, the number of floors in any of the buildings, store dimensions, Common Areas, the identity and type of other stores and tenancies, and the right to construct other buildings or improvements in the Shopping Center from time to time and to construct double-deck or elevated parking facilities, provided only that the general location and size of the Premises, reasonable access to the Premises and the parking facilities shall not be materially, adversely impaired. Notwithstanding the foregoing, the number of parking spaces in the Common Areas shall not be fewer than those required by applicable governmental codes or ordinances.

Section 2.03 - Construction/Possession. Landlord and Tenant hereby agree that Tenant's taking possession of the Premises shall be deemed conclusive evidence of Tenant's acceptance of the Premises in satisfactory condition and in full compliance with all covenants and obligations of Landlord in connection therewith. Except for Landlord's construction obligations, if any, set forth in Exhibit "E" attached hereto and made a part hereof ("Landlord's Work"), Tenant agrees that it will accept possession of the Premises in an "as is" condition and that no representations or inducements respecting the condition of the Premises have been made to Tenant by Landlord or its authorized representatives. Similarly, Tenant hereby acknowledges that no promises to decorate, alter, repair, or improve the Premises, either before or after the execution hereof, have been made by Landlord or its authorized representatives other than as specifically set forth herein. Tenant further agrees that no representations have been made to Tenant that any other tenants have leased or will continue to lease space within the Shopping Center or that Tenant has any exclusive right to sell merchandise of any type and character (it being agreed and understood that Landlord shall have the right to lease other space in the Shopping Center to tenants selling merchandise similar to the merchandise to be sold by Tenant). Tenant shall perform all of Tenant's Work in the Premises in accordance with plans and specifications approved by Landlord which shall be submitted to Landlord within thirty (30) days from the date of Lease or as extended in Exhibit "F" of this Lease and shall thereafter install such stock, fixtures and equipment and perform such other work as shall be necessary or appropriate in order to prepare the Premises for the opening and continuous operation of its business thereon. The scope of Tenant's work in preparing the Premises for business is outlined in Exhibit "F" attached hereto and made a part hereof ("Tenant's Work"). Should the specifications as provided for herein not be provided for as of the date hereof, Tenant shall provide such plans no later than thirty (30) days after execution of this Lease or as extended in Exhibit "F". Tenant's early entry in the Premises shall be at Tenant's sole risk and subject to all the terms and provisions of this Lease as though the Rental Commencement Date had occurred, except for the payment of Fixed Minimum Rent which shall commence upon the Rental Commencement Date. Tenant shall observe and perform all of its obligations under this Lease and shall pay charges for temporary water, heating, cooling and lighting from the date upon which the Premises are made available to Tenant for its work (or from the date when Tenant commences to perform its said work, if earlier) until the Rental Commencement Date. Upon delivery of possession of the Premises to Tenant, Tenant shall provide insurance as provided for in Section 9.01.

Section 2.04 - Quiet Enjoyment. Landlord covenants that Tenant, upon paying all sums due from Tenant to Landlord hereunder and performing and observing all of Tenant's obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Premises and the appurtenances throughout the Lease Term without interference by Landlord, subject, nevertheless, to the other terms and provisions of this Lease and to any deeds of trust, mortgages or other matters to which the Shopping Center is subject.

Section 2.05 - Confirmation of Lease Term. Landlord and Tenant shall execute and deliver a written statement in form attached as Exhibit "C" hereto and by this reference made a part hereof specifying the Rental Commencement Date and expiration date of the Lease Term when such dates become available. If Tenant fails to timely execute said statement after ten (10) days notice from Landlord, Landlord may provide written notice to Tenant specifying the Rental Commencement

Date, which statement shall be conclusive evidence of the Rental Commencement Date. Such statement shall not be placed of record nor recorded except with Landlord's prior written consent.

Section 2.06 - Failure of Tenant to Open. Tenant hereby covenants to open for business to the general public fully fixtured, stocked, and staffed, on the Rental Commencement Date. In the event that Tenant fails to open the Premises for business fully fixtured, stocked, and staffed within thirty (30) days after the Rental Commencement Date, then Landlord shall have, in addition to any and all other rights and remedies herein provided, the right at its option to collect not only the Fixed Minimum Rent but additional rent at the rate of 1/360th of the annual Fixed Minimum Rent for each day in which Tenant shall not have opened for business to the general public in strict accordance with the terms and provisions of this Lease, Tenant agreeing that such sum is a reasonable estimate of Landlord's damages for the loss of additional business to the Shopping Center as the result of Tenant's failure to timely open.

In the event Tenant is not open for business continuously for one-hundred eighty (180) days during the Lease Term, Landlord shall have the right to terminate this Lease by giving thirty (30) days advance written notice to Tenant.

Section 2.07 - Omitted

**ARTICLE III
RENT**

Section 3.01 - Fixed Minimum Rent. During the entire Lease Term, Tenant covenants and agrees to pay to Landlord, in lawful money of the United States, without any prior demand and without any deduction or setoff whatsoever, the Fixed Minimum Rent as provided in Section 1.01; it being agreed that Tenant's covenant to pay Fixed Minimum Rent as well as all other Rent hereunder is a separate and distinct covenant of Tenant and is not conditioned upon the performance of any other terms or provisions of this Lease. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the fifth day of each calendar month during the Lease Term. Fixed Minimum Rent for any partial calendar month during the Lease Term shall be prorated on a per diem basis. The payment of Fixed Minimum Rent by Tenant to Landlord shall be made in advance on the Fifth day of each calendar month during the Lease Term except that the first (1st) installment of Fixed Minimum Rent and any Additional Rent (defined in Section 3.04 below) payable hereunder shall be paid by Tenant to Landlord upon execution hereof; it being agreed that in the event of a default by Tenant hereunder, such prepaid rent may be, at Landlord's option (in addition to all other rights and remedies of Landlord set forth herein), be applied against any sums which are outstanding to Landlord.

Section 3.02 - Omitted

Section 3.03 – Omitted

Section 3.04 - Additional Rent. In addition to Fixed Minimum Rent, all other payments, including, but not limited to, Percentage Rent (if applicable), Tenant's Proportionate Share of Operating Costs and its contribution to the Promotion and Advertising Fund, if applicable, shall be deemed to be and shall become "Additional Rent" hereunder whether or not designated as such, and shall be due and payable upon demand together with any interest thereon; it being agreed and understood that Landlord shall have the same rights and remedies for failure to pay Additional Rent as are granted to Landlord in connection with a non-payment by Tenant of Fixed Minimum Rent. Fixed Minimum Rent and Additional Rent are herein collectively referred to as "Rent". If Tenant shall fail to make any payment of Rent when due as required under the applicable provisions of this Lease, Tenant shall pay a processing fee and interest in accordance with Section 3.05 hereof and such amount shall become "Additional Rent" hereunder.

Section 3.05 - Past Due Rent and Additional Rent. If Tenant shall fail to pay, on or before the first (5th) day of each month, any Rent or charges of the character described in Article III hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen (18%) percent per annum or the maximum interest rate permitted by law. Tenant shall also pay, as part of Additional Rent hereunder, a fee equal to the greater of (i) Fifty and No/100 (\$50.00) Dollars or (ii) Ten Percent (10%) of any past due Rent or charges of the character described in Article III hereof for processing of late payments. Any attorney's fees and costs of collection incurred by Landlord as a result of Tenant's default under this Lease, including any failure to timely pay Rent or other charges due, shall likewise be considered Additional Rent.

Section 3.06 – Insufficient Funds. Payment of rent with checks having insufficient funds constitutes a Default under the Lease. If the Tenant issues a check to the Landlord with insufficient

funds more than once during the Lease Term, Landlord may require that all subsequent payments of Rent by the Tenant be paid in certified funds or by money order.

ARTICLE IV COMMON AREAS AND OPERATING COSTS

Section 4.01 - Operating Costs. not be required to pay or reimburse Landlord for Tenant's Proportionate Share of all costs incurred by Landlord in maintaining, repairing, replacing, roofing, operating and insuring the portions of the Shopping Center which are the responsibility of Landlord hereunder (herein sometimes referred to as the "Operating Costs"), including, without limitation, the total costs of operating, repairing, replacing, lighting, cleaning, maintaining, painting, landscaping, promoting, seasonal decorations, securing, managing and insuring the Shopping Center (it is agreed and understood that Landlord may self-insure or internally perform other functions relating to the Shopping Center included in Operating Costs, and, in such event, Landlord may include in Operating Costs the reasonable and competitive cost of such functions performed internally by Landlord); repairs, replacements or improvements to the Shopping Center which are designed to reduce operating costs for the Shopping Center or which are made necessary by any law or ordinance applicable to all or a portion of the Shopping Center; paying all taxes, public charges and assessments of whatever nature directly or indirectly assessed or imposed upon the land, buildings, equipment and improvements constituting the Shopping Center and the rents therefrom, including but not limited to all real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied, charged or assessed against the Shopping Center by any lawful taxing authority whether federal, state, county, municipal, school or otherwise (other than income, inheritance and franchise taxes thereon) and the cost, if any, in using a service to manage or contest such taxes; the cost of any capital improvement made to the Common Areas of the Property that is required under the interpretations or regulations issued from time to time under the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (such Act and the regulations and guidelines promulgated thereunder, as all of the same may be amended and supplements from time to time are referred to as the "ADA"),

Section 4.02 - Audit Rights; Waiver and Acceptance. Landlord shall maintain accurate records showing in detail all costs and expenses of which Tenant is required to pay a share for a period of two (2) Lease Years after the Lease Year in which such costs and expenses were incurred. Upon reasonable advance written notice, Landlord shall make such records available to Tenant during normal business hours at Landlord's principal place of business. Such inspection shall be at Tenant's sole cost and expense and shall be limited to determining the propriety of each item of expense and its allocation among tenants and Tenant and shall be further limited to one such inspection in any Lease Year. Failure by Tenant to exercise any audit right granted herein or Landlord to dispute any Tenant audit within the specified time period or the failure of either party to otherwise fail to contest or dispute the allocation of Additional Rent or Operating Costs prior to the later of (i) the end of the subsequent calendar year after the period for which any statement for Additional Rent or Operating Costs or fees is submitted to Tenant, or (ii) three (3) months from the delivery of the statement for Additional Rent or Operating Costs to Tenant:

- (a) is deemed a waiver of the applicable audit or dispute right and any right to contest the Additional Rent charges (undercharges or overcharges) for the applicable Lease year;
- (b) is deemed acceptance of the Additional Rent charges as submitted to and reviewed by Tenant; and
- (c) constitutes full release of Landlord by Tenant for any overcharges of Additional Rent more than one year old and a full release of Tenant by Landlord for any undercharging of Additional Rent more than one year old.

ARTICLE V ADVERTISING AND PROMOTION

Section 5.01 - Intentionally Omitted.

ARTICLE VI UTILITIES

Section 6.01 - Utility Services. Tenant shall make application for, obtain, pay for, and be solely responsible for, all utilities required, used or consumed in the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, sewer service, garbage collection services, HVAC maintenance services, or any similar service (collectively the “Utility Services”). In the event that any charge for any utility supplied to the Premises is not paid by Tenant to the utility supplier when due, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. If the utilities are not separately metered, then Landlord may install submeters and shall be granted entry to install and read same. Any such submeter in the Premises shall be located to Tenant’s reasonable satisfaction. If submetering any utility is not practicable, then Tenant shall pay for such utility service based on Landlord’s reasonable estimate of Tenant’s Share based on the size and use of the Premises. Additionally, if Landlord shall elect to supply any of the Utility Services, then Tenant shall pay to Landlord the cost of its utility consumption, along with the cost of installing separate metering devices, if necessary. Landlord agrees that the cost to Tenant of any Landlord provided utility service shall not exceed the amount Tenant would have had to pay had it independently obtained said utility service from the local utility supplier. Landlord shall not be liable for any interruptions or curtailment in utility services to the Premises or the Shopping Center due to causes beyond its control or due to Landlord’s alteration, repair or improvement of the Premises or the Shopping Center.

Landlord will provide dumpsters for use in the Shopping Center. Landlord will charge Tenant its share of such cost based upon a formula determined by Landlord to be a reasonable allocation of dumpster costs and invoice Tenant along with other charges.

ARTICLE VII INSTALLATION, MAINTENANCE, OPERATION AND REPAIR

Section 7.01 - Tenant Installation. Tenant shall, at Tenant’s sole expense, install all trade fixtures and equipment required to operate its business (all of which shall be of first class quality and workmanship). Subject to the next sentence, all trade fixtures, signs, or other personal property installed in the Premises by Tenant shall remain the property of Tenant and may be removed at any time provided that Tenant is not in default hereunder and provided the removal thereof does not cause, contribute to, or result in Tenant’s default hereunder; and further provided that Tenant shall at Tenant’s sole expense promptly repair any damage to the Premises resulting from the removal of personal property and shall replace same with personal property or trade fixtures of like or better quality. The term “trade fixtures” as used herein shall not include walls, doors, plumbing, carpeting, floor coverings, attached shelving, lighting fixtures or electric wiring (other than free standing lamps), wall coverings, or similar Tenant improvements which shall become the property of Landlord upon surrender of the Premises by Tenant for whatever reason. Upon completion of Tenant’s Work under Exhibit "F", Tenant shall not attach any fixtures or articles to any portion of the Premises nor make any alterations, additions, improvements, or changes or perform any other work whatsoever in and to the Premises, other than minor interior, cosmetic and decorative changes which do not exceed Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars in the aggregate per Lease Year, without in each instance obtaining the prior written approval of Landlord.

Should Tenant make any penetrations in the roof, Tenant shall use Landlord’s roof contractor to patch and repair any such penetrations and pay for the cost of any such work. In the event that any charge for any roof repair or patching is not performed by Tenant and Landlord has its roof contractor perform such work, then Landlord may, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord, as Additional Rent, promptly upon demand. Tenant understands that should Tenant not adhere to this requirement, Landlord’s roof warranty may be jeopardized and Tenant shall be liable for any such damage and repair.

If there is a sprinkler system, Tenant shall in no way obstruct or modify such system without Landlord’s written approval.

Section 7.02 - Maintenance Obligations. Except as provided in Section 7.06 hereof, Tenant shall, at Tenant’s expense, at all times keep the Premises and appurtenances thereto in the same condition the Premises were in as of the Rental Commencement Date. Any and all exhaust systems and grease trap systems including vent hoods shall be subject to Landlord’s prior written approval and shall be cleaned every three (3) months and maintained regularly pursuant to a service contract, and with a company, reasonably acceptable to Landlord. Damage to the roof membrane caused by grease that has leaked from the exhaust system is the responsibility of the Tenant. In the event Tenant fails to perform any of its obligations as required hereunder,

Landlord may, but shall not be required to, perform and satisfy such obligations of Tenant and Tenant shall reimburse Landlord, as Additional Rent, for the cost thereof promptly upon demand. Tenant shall maintain the Premises Landlord shall make any and all additions, improvements, alterations, and repairs to or on the Premises (including, without limitation, all modifications to any fire sprinkler system located within the Premises), other than those required for the structural repair and maintenance of the roof, foundation, or exterior walls, which may at any time during the Lease Term be required or recommended by any lawful authorities, insurance underwriters, Inspection Rating Bureaus, or insurance inspectors designated by Landlord. Landlord may, but shall not be obligated to, deal directly with any authorities respecting their requirements for additions, improvements, alterations, or repairs. All such work shall be performed in a good and workmanlike manner. All of Tenant's Work and all such additions, improvements, and alterations thereto shall become the property of Landlord upon the expiration or earlier termination of the Lease Term. In furtherance of the foregoing, Tenant shall make all repairs and alterations to the portions of the Premises not specifically made Landlord's responsibility pursuant to Section 7.06 hereof which are necessary to cause the Premises to be in compliance with or remain in compliance with the ADA.

Tenant is responsible for the cleanliness of the sidewalk areas in front of and behind Tenant's Premises. Tenant shall keep these areas free of debris and shall promptly remove grease and other stains by pressure washing or other cleaning method. In the event that Landlord must clean these areas, Tenant shall reimburse Landlord for such cost of cleaning.

Tenant shall maintain the interior of the Premises in a first class manner.

Tenant shall reimburse Landlord for the cost of cleaning of any portion of the Shopping Center where the Tenant has left trash, debris or waste of any type.

Tenant shall adhere to the Equipment Maintenance Policy as defined in Exhibit "J".

Section 7.03 - Signs, Awnings and Canopies. Tenant will not place or suffer to be placed or maintained on any door, wall or window of the Premises or inside the Premises so as to be visible outside the Premises, any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any exterior lighting, or protruding object or any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's express written approval. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering advertising matter or other thing as may be approved by Landlord in good condition and repair at all times and to see that same is in good taste and is consistent with the advertising or sign standards from time to time set by Landlord for the Shopping Center.

Tenant shall comply with the signage criteria set forth on Exhibit "H" attached hereto. Tenant shall be required to obtain all applicable permits. The size and location shall be approved in advance by Landlord. Upon termination of this Lease, Tenant shall be required to remove any and all signage and shall put the Premises and any and all signage areas back into the condition in which it was delivered, normal wear and tear excepted, including, but not limited to, properly patching the fascia and making it consistent with the existing fascia of the building. Landlord, at Landlord's option, may deduct Eight Hundred Dollars (\$800.00) from the Security Deposit to pay for the cost of removing the sign or if not available shall invoice the Tenant for such cost and Tenant shall pay Landlord no later than ten (10) days after receipt of such invoice. The obligation of Tenant set forth herein shall survive the termination of this Lease.

Section 7.04 - Tenant Shall Discharge All Liens. Tenant will not create or permit to be created or to remain, and will discharge, any lien (including, but not limited to, the liens of mechanics, laborers or materialmen for work or materials alleged to be done or furnished in connection with the Premises), encumbrance or other charge upon the Premises or any part thereof, upon Tenant's leasehold interest therein within ten (10) days of filing, provided, that Tenant shall not be required to discharge any such liens, encumbrances or charges as may be placed upon the Premises by the act of Landlord.

Tenant shall have the right to contest, in good faith and by appropriate legal proceedings, the validity or amount of any mechanics', laborers' or materialmen's lien or claimed lien. In the event of such contest, Tenant shall give to Landlord reasonable security as may be required by Landlord to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Premises or any part thereof by reason of such non-payment including, upon request, a statutory payment bond.

Upon final determination of such lien or such claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and shall have such lien released or judgment satisfied at Tenant's expense, and upon such payment and release of satisfaction, Landlord will promptly return to Tenant such security as Landlord shall have physically received in connection with such contest. Landlord reserves the right to enter the Premises to post and keep posted notices of non-responsibility for any such lien. Tenant shall protect, defend, indemnify and save harmless Landlord, its employees, agents, contractors, successors and assigns, from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorney's fees, incurred by Landlord by reason of the filing of any lien or the requisite removal of such lien in connection with, or arising out of Tenant's work, use occupancy or business at the Premises.

Section 7.05 - Surrender of Premises. Upon the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises in the same condition (subject to the removals hereinafter required) as the Premises were on the date Tenant opened the Premises for business to the general public, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant during the last thirty (30) days of the Lease Term shall remove all of its trade fixtures, and, to the extent required by Landlord by written notice, any other installation, alterations or improvements before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or earlier termination of the Lease Term.

Section 7.06 - Maintenance by Landlord. Landlord shall keep the exterior supporting walls, the foundations, roof, and drain spouting of the Premises in reasonable repair, provided that Tenant shall promptly give Landlord written notice of the necessity for such repairs and provided that the damage thereto shall not have been caused by negligence of Tenant, its concessionaires, officers, agents, employees, licensees, contractors, or invitees; in which event Tenant shall be responsible therefor.

ARTICLE VIII USE AND OPERATION OF PREMISES

Section 8.01 - Use, Operation - Hours and Retail Restriction. Tenant hereby covenants and agrees: (i) to operate in the Premises only under the Trade Name set forth in Section 1.01 and under no other name or trade name whatsoever without Landlord's prior written consent and (ii) to continuously use, occupy and operate the whole of the Premises for services in accordance with its Permitted Use and for no other purpose whatsoever,

Section 8.02 - Rules and Regulations. Tenant agrees to comply with and observe all of the construction rules and regulations and the operational rules and regulations attached hereto and by this reference made a part hereof. Tenant's failure to keep and observe said rules and regulations shall constitute a material breach of the terms and provisions of this Lease to the same extent as if such rules and regulations were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Landlord shall comply with all rules and regulations concerning Landlord's construction, maintenance and operation of the Common Areas of the Shopping Center. All rules and regulations promulgated by Landlord shall be reasonable in nature and shall be promptly complied with by Tenant upon Tenant's receipt of the same.

Section 8.03 - Americans with Disabilities Act Compliance. The parties acknowledge that the ADA establishes requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and the Shopping Center depending on, among other things: (1) whether Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primarily function area" or triggers "part of travel" requirements. The parties hereby agree that: (a) Landlord shall be responsible for ADA Title III compliance in the Common Areas, except as otherwise provided herein, and (b) Tenant shall be responsible for ADA Title III compliance in the Premises, including any leasehold improvements or other work to be performed in the Premises under or in connection with this Lease. Tenant shall be solely responsible for requirements under Title I of the ADA relating to Tenant's employees.

ARTICLE IX INSURANCE

Section 9.01 - Tenant's Coverage. Tenant shall keep in force, at Tenant's sole cost and expense, as long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, the following insurance coverages with respect to the Premises:

(a) Comprehensive General Liability Insurance, on an occurrence basis with minimum limits of liability of not less than Two Million Dollars (\$2,000,000.00) combined single limits for bodily injury, personal injury or death per occurrence and Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury or death general aggregate, and if Tenant shall be operating a restaurant, tavern or other establishment which sells or dispenses any drink or beverage containing alcohol, Host Liquor Law Liability or Dram Shop Liability (as further described below), and Five Hundred Thousand Dollars (\$500,000.00) for damage to property; and

(b) "Special" extended peril ("all-risk") insurance in an amount adequate to cover the full replacement value (without deduction for depreciation) of all personal property, decorations, leasehold improvements and betterments, and all other contents located or placed therein providing protection against all perils included within the classification of "Special" and including flood, water and sprinkler leakage or flow; and

(c) Boiler or Machinery Insurance covering all pressure vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Premises, in the amount of Five Hundred Thousand Dollars (\$500,000.00); and

(d) Workmen's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work or any repair or alteration, and covering all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by laws of the state where the Shopping Center is located or of the United States; and

(e) Plate glass insurance covering the plate glass in the Premises.

All of the aforesaid insurance (except the Workmen's Compensation Insurance) shall insure Landlord (by naming Landlord as an additional insured for liability policies and loss payee for all-risk and Boiler and Machinery policies), and any designee(s) of Landlord, and Tenant, and shall be written in form satisfactory to Landlord, by one or more responsible insurance companies satisfactory to Landlord, with a "Best Insurance Guide Rating" of A- and a financial rating of XII. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores, provided that such blanket policies meet the requirements of this Article; all of such insurance shall contain endorsements providing that such insurance may not be canceled or amended with respect to Landlord or its designees or the Premises except upon thirty (30) days' prior written notice to Landlord and any such designees by the insurance company; Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by any such policy, Landlord or its designees shall be paid first by the insurance company for Landlord's loss; the minimum limits of the Comprehensive Public Liability Insurance shall in no way limit or diminish Tenant's liability hereunder; Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of each such policy, either a duplicate original or a certificate of insurance on all policies required to be procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums therefor; if Tenant fails to obtain and provide any and all of the aforesaid insurance, then Landlord may, but shall not be required to, purchase such insurance on behalf of Tenant and Tenant shall pay the cost of such insurance as additional rent with the next due installment of Fixed Minimum Rent; and all liability insurance policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control," and the "Alterations and Extraordinary Repairs", and the "Contract Liability" exclusions and all other exclusions of similar import or effect.

Section 9.02 - Increase in Fire Insurance Premium. Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for Landlord's fire and extended coverage insurance that may be charged during the Lease Term on the Premises or the Shopping Center, resulting from the type of merchandise sold by Tenant in the Premises, whether or not Landlord has consented to same. In determining whether increased premiums are the result of

Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

In the event Tenant's occupancy causes any increase of premium for the fire, and/or casualty rates on the Premises, Tenant shall pay the additional premium on the fire and/or casualty insurance policies by reason thereof. Tenant also shall pay, in such event, any additional premium on the rent insurance policy that may be carried by Landlord for its protection against rent loss through fire or other casualty. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by, Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, Additional Rent.

Section 9.03 - Hazardous And Toxic Materials.

(a) Inspections. Landlord and Tenant shall each have the right to periodically inspect, take samples for testing and otherwise investigate the Premises for the presence of hazardous or toxic materials. In this regard each party may conduct, or have conducted, such studies and investigations, conduct, or have conducted, such tests and surveys, and engage such specialists as, it deems appropriate to fairly evaluate the Premises and any risk from hazardous or toxic materials. In connection with any inspections, samples, surveys or tests to be performed by Landlord, Landlord shall not unreasonably interfere with Tenant's business operations at the Premises and shall repair any damage to Tenant's property, inventory or fixtures damaged as a result of such inspections, samples, surveys or tests and upon request shall furnish Tenant with a true and complete copy of any resulting report, survey or study. In connection with any inspections, samples, surveys or tests to be conducted by Tenant at the Premises, Tenant shall: (i) first notify Landlord of each proposed inspection, sample, survey or test and the scope, impact and intent thereof and obtain Landlord's written consent to perform the same (which consent shall not be unreasonably withheld or delayed, but it shall not be unreasonable for Landlord to refuse consent to any test, sample, survey or inspection intended to penetrate the roof, structural supports, foundation, exterior or demising walls, or structural elements of the buildings at the Shopping Center, or which affect building systems, or which may penetrate in any manner the ground water under the Shopping Center); (ii) shall furnish Landlord with a complete and legible copy of any study, report, test, survey or investigation performed by or on behalf of Tenant at any time involving the Premises or the Shopping Center; (iii) fully restore all areas and improvements where samples were taken or work performed and repair all damage resulting from any of the same, and (iv) indemnify, defend and hold Landlord harmless from and against all claims, actions, liabilities, damages, losses, injuries or deaths in connection with or arising out of or from any inspection, testing, sampling, or similar or dissimilar activity conducted by Tenant, Tenant's agents or contractors at the Premises or the Shopping Center for hazardous or toxic materials, whether under this Section or otherwise under or in connection with this Lease.

(b) Prohibition on Placement or Disposal. Tenant shall not knowingly incorporate into, use, or otherwise place or dispose of at the Premises or in the Shopping Center any toxic or hazardous materials in concentrations or levels sufficient that by the then applicable governmental standards as set by the U.S. Environmental Protection Agency ("EPA") or the U.S. Occupational Safety and Health Administration ("OSHA") or other applicable government standards cause the specific materials so identified to be classified or identified as toxic or hazardous materials except for the limited purposes of retail sales, use and storage where (i) such materials are in quantities of five (5) gallons or less, properly labeled and contained, (ii) such materials are handled, stored and disposed of in accordance with the highest accepted industry standards for safety, storage, use and disposal, (iii) such materials are for sale out of normal inventory or for use by Tenant in the ordinary course of Tenant's business (*i.e.*, as with normal office or cleaning supplies), (iv) notice of and a copy of the current material safety data sheet ("MSDS") is provided to Landlord for each such hazardous or toxic material, and (v) such materials are used, transported, stored, handled and disposed of in accordance with all applicable governmental laws, rules and regulations. Landlord shall not knowingly dispose of at the Premises, or the Shopping Center any toxic or hazardous materials in concentrations or levels sufficient that by then-applicable EPA, OSHA or other applicable governmental standards cause the specific materials so identified to be classified or identified as toxic or hazardous materials and shall otherwise deal with all toxic or hazardous materials at the Premises, or Shopping Center in a manner that will not materially and adversely affect Tenant's access, use or occupancy of the Premises and that any remediation or controls for toxic or hazardous materials at the Premises will be in accordance with all applicable governmental laws, rules and regulations. If Landlord or Tenant ever has knowledge of the presence in the Premises or the Shopping Center of such toxic or hazardous materials which affect the Premises, the party having knowledge shall notify the other party thereof in writing promptly after obtaining such knowledge. For purposes of this Lease, hazardous or toxic materials shall mean hazardous or toxic chemicals or any materials or wastes containing hazardous or toxic chemicals at levels or content which cause such materials or wastes to be classified as hazardous or toxic as then

prescribed by the prevalent industry practice and standards or by the then-current levels or content as set from time to time by EPA or OSHA or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules and regulations or that are required to carry an MSDS or give rise to any community right to know standards.

(c) Tenant's Covenants to Remove. If Tenant or its employees, agents, or contractors shall ever violate the provisions of Section 9.03 (a) or (b) above (that apply to Tenant regarding toxic or hazardous materials), or if Tenant's acts, negligence, breach of this provision or business operations directly and materially expand the scope of or materially worsen any contamination from toxic or hazardous materials, then Tenant shall remediate, clean-up, remove and dispose of the material causing the violation, in compliance with all applicable governmental standards, laws, rules and regulations and repair any damage to the Premises or Shopping Center within such period of time as may be reasonable under the circumstances after written notice by Landlord, provided that such work shall commence not later than thirty (30) days from such notice and be diligently and continuously carried to completion by Tenant or Tenant's designated contractors. Tenant shall notify Landlord of its method, time and procedure for any clean-up or removal of toxic or hazardous materials under this provision; and Landlord shall have the right to require reasonable changes in such method, time or procedure or to require the same to be done after normal business hours or when the Shopping Center is otherwise closed.

Section 9.04 - Indemnification. Tenant will neither hold nor attempt to hold Landlord or its employees or agents liable for, and Tenant will protect, defend, indemnify and hold harmless Landlord, its employees, agents, partners, mortgagees, successors and assigns, from and against, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, attorney's fees and any and all deductibles payable under any insurance policies maintained or required to be maintained by Tenant pursuant to the terms and provisions of this lease) incurred in connection with or arising from:

- (a) the use or occupancy or manner of use or occupancy of the Premises by Tenant or any person claiming under Tenant;
- (b) any activity, work or thing, done, permitted or suffered, by Tenant in or about the Premises or the Shopping Center;
- (c) any acts, omissions or negligence, of Tenant or any person claiming under Tenant, or the contractors, agents, employees, invitees or visitors of Tenant;
- (d) any breach, violation or nonperformance, by Tenant or any person claiming under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant, of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind;
- (e) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invites or visitors entering upon the Premises or the Shopping Center.

If any action or proceeding is brought against Landlord, its employees, agents, partners, mortgagees, successors and assigns by reason of any such claim, Tenant, upon notice from Landlord, will defend the same at Tenant's expense with counsel satisfactory to Landlord.

Tenant, as a material part of the consideration to Landlord for this lease, by this section waives and releases all claims against Landlord, its employees, agents, partners, mortgagees, successors and assigns with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Tenant agrees that Landlord, its employees, agents, partners, mortgagees, successors, and assigns will not be liable for any loss, injury, death or damage (including consequential damages) to persons, property or Tenant's business occasioned by theft; act of war; court order; requisition; order of governmental body or authority; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from or into part of the Shopping Center or from the roof, street, subsurface or from any other place, or by dampness, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Shopping Center; or from construction, repair or alteration of any other premises in the Shopping Center or the Premises; or from any acts or omissions of any other tenant, occupant or visitor of the Shopping Center; or from any cause beyond Landlord's control. The foregoing to the contrary notwithstanding, in no event shall Tenant be required to indemnify Landlord against losses resulting from negligence on the part of Landlord, its agents, contractors, or employees, provided that in no event shall Landlord be liable with respect to water damages of any nature whatsoever, whether due to Landlord's negligence or gross negligence and

Tenant waives any such claim, except to the extent covered by Tenant's insurance required to be carried under this Lease or otherwise in force.

Section 9.05 - Waiver of Right of Recovery. Landlord and Tenant (for themselves and for their insurers) each hereby waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint venturers, employees and agents of such other party, for any loss or damage to such waiving party arising from any cause covered by any fire and extended coverage or other similar casualty insurance maintained or required to be maintained by such party under the terms and provisions of this Lease. In furtherance of the foregoing, Landlord and Tenant will each cause their respective insurers to issue appropriate waiver of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves) to all fire and extended coverage policies of insurance or other similar casualty insurance maintained or required to be maintained by such party, pursuant to the terms and provisions of this Lease, in connection with the Shopping Center or the Premises or the contents of Shopping Center or the Premises; it being specifically agreed that Tenant shall pay as Additional Rent the amount of any increase in Landlord's insurance premium during the Lease Term attributable to such waiver of Landlord's insurer's rights of subrogation against Tenant.

ARTICLE X CASUALTY OR CONDEMNATION

Section 10.01 - Fire, Explosion or Other Casualty. In the event the Premises are damaged by fire, explosion or any other casualty to an extent which is less than fifty (50%) percent of the cost of replacement of the Premises, the damage, except as provided in Section 10.02, shall promptly be repaired by Landlord at Landlord's expense, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds received by Landlord, and in no event shall Landlord be required to repair or replace Tenant's stock in trade, fixtures, trade fixtures, personal property, furniture, furnishings, floor coverings and equipment. In the event of any such damage and (a) Landlord is not required to repair as hereinabove provided, or (b) the Premises shall be damaged to the extent of fifty (50%) percent or more of the cost of replacement, or (c) the building of which the Premises are a part is damaged to the extent of twenty five (25%) percent or more of the cost of replacement, or (d) the buildings (taken in the aggregate) in the Shopping Center shall be damaged to the extent of more than twenty five (25%) percent or more of the cost of replacement, Landlord may elect either to repair or rebuild the Premises or the building or buildings, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the occurrence of the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, and the damage shall not have been due to the default or neglect of Tenant, a proportionate abatement of the Fixed Minimum Rent shall be allowed from the date when the damage occurred until the date Landlord completes its work, said proportion to be computed on the basis of the relation which the GLA of the space rendered untenable bears to the GLA of the Premises. Nothing in this Section shall be construed to permit the abatement in whole or in part of the Percentage Rent, if any, but, for the purpose of Article III hereof, the computation of Percentage Rent shall be based upon the revised Fixed Minimum Rent as the same may be abated pursuant to this Section 10.01.

Section 10.02 - Landlord's and Tenant's Work. The provisions of this Article X with respect to repair by Landlord shall be limited to such repair as is necessary to place the Premises in substantially the same condition as when possession was first delivered by Landlord to Tenant. Promptly following such repair, Tenant shall, at Tenant's expense, perform any work required to place the Premises in the condition necessary to operate its business within the Premises, and Tenant shall repair or replace its stock in trade, fixtures, trade fixtures, personal property, furniture, furnishings, floor coverings and equipment, and if Tenant has closed, Tenant shall promptly reopen for business.

Section 10.03 - Condemnation. If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. In the event of a partial taking which does not result in the termination of this Lease, Fixed Minimum Rent shall be apportioned according to the part of the Premises remaining usable by Tenant in Landlord's discretion.

Section 10.04 - Condemnation Award. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Premises or Shopping Center, shall be the property of Landlord, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided,

however, Landlord shall not be entitled to any separate award specifically made to Tenant for Tenant's relocation costs or for the taking of Tenant's stock in trade, fixtures, trade fixtures, furniture, personal property or leasehold improvements to the extent of the cost to Tenant of said improvements (exclusive of Landlord's contribution), less depreciation computed from the date of said improvements to the expiration of the Lease Term.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.01 - Default. In the event that Tenant (a) fails to pay any sum due from Tenant hereunder or pursuant to any exhibit hereto when due; (b) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (c) for all non-monetary defaults, fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof within ten (10) days after receipt of written notice from Landlord; (d) fails to continuously conduct business in the Premises as herein required or otherwise abandons or vacates the Premises; (e) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any Lease Year (the parties agreeing that commission of the same act in violation of this Lease after Tenant has received a prior notice from Landlord shall be an immediate default without any further notice to Tenant by Landlord); (f) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law (any or all of the occurrences in this said subsection 11.01(f) shall be deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease); (g) commits waste to the Premises; or (h) is otherwise in breach of Tenant's obligations hereunder and shall not have cured such breach within ten (10) days following written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, (1) terminate Tenant's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises without having any civil or criminal liability therefor and change the door and other locks at the Premises (with no obligation whatsoever to tender a key for new locks installed in the Premises) and Tenant shall have no further right to possession of the Premises, and/or (2) declare this Lease terminated, and may thereupon in either event remove all persons and property from the Premises, with or without resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, Tenant hereby covenants to protect, defend, indemnify and hold Landlord harmless from any and all loss or damage which Landlord may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay Rent hereunder for the full Lease Term as such Rent shall become due. Following re-entry of the Premises by Landlord, Tenant shall continue to pay all such Rent as same become due under the terms of this Lease, together with all other expenses incurred by Landlord in regaining possession until such time, if any, as Landlord relets same and the Premises are occupied by such successor; it being understood that Landlord shall have no obligations to mitigate Tenant's damages by reletting the Premises. Upon reletting, sums received from such new lessee by Landlord shall be applied first to payment of costs incident to reletting; any excess shall then be applied to any indebtedness to Landlord from Tenant other than for Fixed Minimum Rent and Percentage Rent; and any excess shall then be applied to the payment of Fixed Minimum and Percentage Rent due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts received hereunder and sums to be received by Landlord on reletting, which deficiency Tenant shall pay to Landlord in full, within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein. In the event of a termination by Landlord of Tenant's possessory interest in the Premises or of the Lease, Landlord shall have the right to recover from Tenant but without duplication of damages: (1) all accrued unpaid Rents, plus interest thereon at the lesser of the prime lending rate plus five percent (5%) per annum or the maximum rate permitted by applicable law through the date paid or date of any judgment or award by any court or competent jurisdiction, plus (2) all costs of recovering the Premises, and the costs of readying the Premises for a new tenant, plus (3) the present value of the Rents that accrue under the Lease for the balance of the Lease term reduced by the reasonable fair market value of the unexpired Lease term (determined from actual rents received from reletting the Premises or from a comparable lease and comparable tenant for a comparable term and taking into account among other things the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant), plus (4) all costs of reletting, plus (5) any other costs or amounts necessary to make Landlord whole and compensate Landlord for its damages. In determining the present value of the Rents that accrue under the Lease for the balance of the Lease term, the same shall be

discounted at a rate of interest equal to three percent (3%) per annum. In calculating the Percentage Rent for which Tenant remains liable, the Percentage Rent for which Tenant remains prospectively liable under the provisions hereof shall be a sum equal to the greatest amount of Percentage Rent paid by Tenant for any Lease Year since the Rental Commencement Date multiplied by the number of Lease Years remaining in the Lease Term as of the date of such termination, and the same shall be discounted at a rate of interest as set forth above.

Section 11.02 - Remedies. In the event of Tenant's default, or upon the occurrence of any other default or defaults by Tenant under this Lease, Landlord may, at Landlord's option, in addition to all rights and remedies granted under the laws of the state in which the Premises are located, without any demand or notice whatsoever (except as expressly required in this Section 11.02):

(a) Terminate this Lease by giving Tenant notice of termination in which event this Lease shall expire and terminate on the date specified in such notice of terminate with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice, and if Tenant fails to so surrender Landlord shall have the right, without notice, to enter upon and take possession of the Premises and to expel or remove Tenant and its effects without being liable for prosecution of any claim for damages therefore; or

(b) With or without terminating this Lease, declare immediately due and payable and recover from Tenant (1) the present value (using a discount rate of 3%) of all rent, taxes, and other amounts due under this Lease for the entire remaining Term hereof, less (2) the aggregate reasonable rental value of the Premises for the same period (determined from actual rents received from re-letting the Premises or from a comparable lease and comparable tenant for a comparable term and taking into account, among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant), plus (3) the unpaid rent owed as of the date of Tenant's default, plus (4) the costs of recovering the Premises and all other expenses incurred by Landlord due to Tenant's default, including, without limitation, Landlord's actual attorneys' fees as set forth in Section 17.09, plus (5) interest at the statutory rate for open accounts of 18% per annum, plus (6) all other sums of money and damages owing by Tenant to Landlord under the Lease or in connection with the Premises, provided, however, that such amount shall not be deemed a penalty but shall merely constitute payment of liquidated damages, it being understood and acknowledged by Landlord and Tenant that actual damages to Landlord are extremely difficult, if not impossible, to ascertain and Landlord and Tenant agree that such payments are a good faith estimate of the damages suffered by Landlord. Upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants, and subtenants on account of the Premises during the Lease Term provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to the preceding sentence less all costs, expenses and attorneys' fees of Landlord incurred in connection with the re-letting for the Premises, but such right shall be forever waived in the event such a claim has not accrued (that is, in the event no such alternative revenue source has been obtained for the Premises) or has not been raised by Tenant in connection with any action to recover damages under this Section. Similarly, the foregoing shall not impose upon Landlord any obligation to re-let the premises or to mitigate its damages in order obtain any accelerated rent as liquidated damages; or

(c) With or without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon the Premises and without being liable for prosecution or any claim for damages therefor, maintain the Premises and repair or replace any damage thereto, secure the Premises, or do anything for which Tenant is responsible hereunder. Tenant shall reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance under this Lease, and Landlord shall not be liable to Tenant for any damages with respect thereto; or

(d) Without liability to Tenant or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Tenant any property, material, labor, utilities or other services, where Landlord is obligated to furnish or render the same so long as Tenant is in default under this Lease; or

(e) Allow the Premises to remain unoccupied and collect rent from Tenant as it comes due; or

(f) Foreclose any security interest in the property of Tenant that Landlord may have under the laws of the State of WI or under this Lease by way of a distress action or otherwise, including the immediate taking of possession of all property on or in the Premises; or

(g) Pursue such other remedies as are available at law or equity.

In the event the Lease provides for payment of Percentage Rent, the Percentage Rent for which Tenant remains prospectively liable under the provisions hereof shall be a sum equal to the greatest amount of Percentage Rent paid by Tenant prior to the Event of Default multiplied by the number of months remaining in the Lease Term as of the date of such termination

If Tenant receives any concessions from Landlord at the commencement of the Lease Term, whether such concessions are in the form of free or reduced rent from any time after the Beginning Date and/or construction contributions in the form of cash or rent credits, then in the event of an uncured Event of Default by Tenant in addition to any and all other remedies available to Landlord, such concessions shall be deemed as Additional Rent immediately due and payable to Landlord.

Landlord shall be entitled receive reimbursement by Tenant of all unamortized brokerage fees incurred by Landlord in entering into this Lease (i.e. (a) the total brokerage fee paid by Landlord multiplied by (b) one minus (i) the number of monthly rental payments received by Landlord divided by (ii) the number of rental payments due to Landlord over the Initial Lease Term) and all legal fees incurred by Landlord in negotiating and entering into this Lease.

The parties hereto shall, and they hereby do, irrevocably waive trial by jury in any and every action or proceeding brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Demised Premises, and any claim for injury or damage. In the event Landlord commences any proceeding, whether or not for nonpayment of rent, any Additional Rent, or otherwise, Tenant shall not interpose, and hereby irrevocably waives the right to, any counterclaim of whatever nature or description in any such proceeding(s). The provision in the immediately foregoing sentence shall not, however, be construed as a waiver of the Tenant's right to assert claims, if any, in any separate action or actions brought by Tenant.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause or in the event of Landlord obtaining possession of the Demised Premises, by reason of an Event of Default by Tenant of any of the terms, covenants or condition of this Lease.

In any action for eviction instituted by Landlord hereunder, Tenant may not assert any defense to such eviction until such time as Tenant has paid into the Registry of the Court all accrued and unpaid rents. Tenant must then continue throughout the litigation to pay all rents as they became due into the Registry of the Court.

In the event of any default under this Lease, any funds of Tenant held by Landlord may be applied by Landlord to any damages payable by Tenant (whether provided for herein or by law) as a result of such default.

Neither the commencement of any action or proceeding, nor the settlement thereof, nor the entry of any judgment hereon or the execution of any writ of possession shall bar Landlord from bringing subsequent actions or proceedings from time to time to collect the damages provided for herein or under the laws of the State of WI, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sums so omitted.

If any statute or rule of law shall limit any of Landlord's remedies as hereinabove set forth, Tenant and Landlord expressly agree that Landlord shall nonetheless be entitled to any and all other remedies hereinabove set forth.

The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any others Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events,

Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

Section 11.03 - Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended ("Bankruptcy Code"), then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days upon request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (B) compensates or provides adequate assurance that Tenant or trustee will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, and (C) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (1) of the source of rent reserved hereunder, (2) that any Percentage Rent due hereunder will not decline from the levels anticipated, (3) the assumption of this Lease will not breach any provision hereunder and (4) that any assumption or assignment will not, in Landlord's reasonable judgment, disrupt the tenant mix in the Shopping Center. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required, unless Tenant shall have paid and be current in all payments of Operating Costs, utilities or other charges therefor.

ARTICLE XII TRANSFERS, ASSIGNMENT AND SUBLETTING

Section 12.01 - Assignment and Subletting. Tenant shall not without Landlord's prior written consent, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "Transfer"). Landlord and Tenant acknowledge and agree that the foregoing restriction on Transfers has been freely negotiated by the parties hereto and that Landlord would not have entered into this Lease without Tenant's consent to the terms of this Section 12.01. Any attempted Transfer in violation of the terms of this Lease shall be void *ab initio* and Tenant shall remain primarily liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. The acceptance by Landlord of payments of Rent or additional rent following any assignment or transfer prohibited by this Section shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Any assignment or sublet approved by Landlord shall require a payment of Two Thousand Five Hundred Dollars (\$2,500.00) plus the cost of Landlord's attorney fees to prepare and review such assignment or sublease.

Section 12.02 - Omitted

Section 12.03 - Omitted

ARTICLE XIII RIGHT OF ENTRY

Section 13.01 - Right of Entry. Landlord or Landlord's agents and lender(s) shall have the right to enter the Premises at all times to examine the Premises, and to show the Premises to prospective purchasers or tenants of the building, Shopping Center or the Premises, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without constituting an eviction of Tenant in whole or in part and the Rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise. During the six months prior to the expiration of the Lease Term, Landlord may place upon the Premises a "To Let" or "For Rent" notice which notice Tenant shall permit to remain thereon without molestation.

ARTICLE XIV TENANT'S PROPERTY

Section 14.01 - Taxes. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes, levies and fees of every kind and nature including but not limited to general or special assessments assessed during the Lease Term against any personal property of any kind, owned by or placed in, upon or about the Premises by Tenant and taxes assessed on the basis of Tenant's occupancy thereof, including, but not limited to, taxes measured by Rents due from Tenant hereunder.

Section 14.02 - Notices by Tenant. Tenant shall give immediate telephone or telegraphic notice to Landlord in case of fire, casualty, or accidents in the Premises or in the building of which the Premises are a part or of defects therein or in any fixtures or equipment and shall promptly thereafter confirm such notice in writing, addressed to Landlord, postage prepaid consistent with Section 17.05 of this Lease.

ARTICLE XV SUCCESSION TO LANDLORD'S INTEREST

Section 15.01 - Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all the terms, covenants and conditions of this Lease for the balance of the Lease Term; Tenant hereby covenants to execute an instrument in writing, upon the request of Landlord or its successor, which evidences such attornment by Tenant.

Section 15.02 - Subordination. Unless otherwise requested by Landlord, this Lease shall be subordinate to the lien of any mortgage, deed of trust or security deed or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land of which the Premises forms a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required to evidence such subordination. Tenant covenants and agrees to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to do so.

Section 15.03 - Estoppel Certificate. Within ten (10) days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an estoppel certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, and/or to Landlord, certifying that this Lease 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 modifications), that there are no defenses or offsets thereto (or stating those claimed by Tenant) and the dates to which Fixed Minimum Rent, Percentage Rent and other Rent has been paid.

ARTICLE XVI SURRENDER OF PREMISES

Section 16.01 - Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord broom clean and in the same condition as when tendered by Landlord, reasonable wear and tear and casualty damage (unless caused by Tenant, its agents or employees or customers) excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, fixtures, trade fixtures or other personal property placed in the Premises. Provided Tenant is not in default of the Lease, Tenant may remove its improvements and fixtures when it vacates the Premises at the end of the Lease or option as provided for herein.

Section 16.02 - Holding Over. Should Tenant, with Landlord's prior written consent, hold over at the expiration of the Lease Term, Tenant shall become a Tenant at will and any such holding over shall not constitute an extension of the Lease Term. During such holding over, Tenant shall pay Rent and other charges at the highest monthly rate provided for herein 150%. If Tenant holds over at the expiration of the Lease Term without Landlord's prior written consent, Tenant shall be

deemed a Tenant at sufferance and shall pay Landlord as liquidated damages, a sum equal to twice the prorated daily Rent in effect during the final year of the Lease Term for all the time Tenant shall so retain possession of the Premises; provided that the exercise of Landlord's rights under this clause shall not be interpreted as a grant of permission to Tenant to continue in possession.

ARTICLE XVII MISCELLANEOUS

Section 17.01 - Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any proceeding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or conditions of this Lease shall be deemed to have been waived by Landlord, unless such waiver shall be in writing.

Section 17.02 - Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account for the requisite Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for under the terms and provisions of this Lease.

Section 17.03 - Entire Agreement. This Lease, the Exhibits and the Special Stipulations, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

Section 17.04 - No Partnership. By virtue of this Lease, Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise or joint venturer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby such Rent is to be measured and ascertained.

Section 17.05 - Notices. Notices and demands required or permitted to be given hereunder shall be sent by recognized overnight courier or by certified mail, return receipt requested, addressed, postage prepaid, to the address set forth in Section 1.01 herein. Notices and demands shall be deemed to have been given upon the date of delivery provided that if any party shall refuse delivery, notices shall be deemed given when mailed or, if made by overnight courier, then upon the refusal of delivery except that notice of change of address for notices shall not be deemed made until received. Unless otherwise specified by Landlord, the payment of Rent shall be to the first address of Landlord as set forth in Section 1.01 herein.

Section 17.06 - Captions and Section Numbers. The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such section or articles of this Lease nor in any way affect this Lease.

Section 17.07 - Tenant Defined, Use of Pronoun. The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 17.08 - Broker's Commission. OMMITED

Section 17.09 - Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenants or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.10 - Execution of Lease. The submission of this Lease for examination does not constitute a reservation of, or option for, the Premises, and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord and Tenant. If Tenant is a corporation or a partnership, Tenant shall furnish Landlord with such evidence as Landlord reasonably requires to evidence the binding effect on Tenant of the execution and delivery of this Lease.

Section 17.11 - Recording. Tenant may not record this Lease, nor any memorandum, short-form, or notice of lease, without the prior written approval of Landlord. Within ten (10) days of a request from Landlord, Tenant shall execute a short form or memorandum of lease in recordable form.

Section 17.12 - Applicable Law. The Laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease. Landlord and Tenant hereby agree that a usufruct interest shall be created by virtue of this Lease and that no estate in land capable of being transferred by Tenant has been granted to Tenant under this Lease.

Section 17.13 - Time is of the Essence. Time is of the essence of this Agreement.

Section 17.14 - Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, successors and assigns.

Section 17.15 - Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or earlier termination of the Lease Term shall survive the expiration or earlier termination of the Lease Term.

Section 17.16 - Counterclaim and Jury Trial. In the event that Landlord commences any summary proceedings or action for non-payment of Rent or other charges provided for in this Lease, Tenant shall not interpose any counterclaim of any nature or description in any such proceeding or action. Tenant and Landlord both waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors, under or connected with this Lease, or any of its provisions.

Section 17.17 - Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

Section 17.18 - Landlord's Liability. Landlord's liability hereunder shall be limited solely to Landlord's interest in the Shopping Center subject to any mortgage or deed of trust and Tenant waives any liability Landlord may have to Tenant in excess of Landlord's equity in the Shopping Center.

Section 17.19 - Attorney's Fees. Tenant shall pay all costs, expenses, and reasonable attorneys' fees actually incurred or paid by Landlord or its agents or both in enforcing the covenants and agreements of this Lease on Tenant's part to be performed. All such amounts shall become Additional Rent under this Lease. In the event either party initiates a legal proceeding to enforce any right or obligation under this Lease, the party ultimately prevailing in such proceedings or the non-defaulting shall be entitled to recover all costs and reasonable attorney's fees actually incurred from the other party. The prevailing party shall be entitled to recover all its reasonable attorney's fees in any dispute arising under this Lease, without regard to the applicability of O.C.G.A. § 13-1-11 or any other fee-limiting statute.

Section 17.20 - Inability to Perform. If Landlord or Tenant is delayed or prevented from performing any of their obligations under this Lease by reason of strike, lockout, civil commotion, acts of God or through another cause which is beyond either party's control and is not due to the willful act or neglect by the applicable party, then the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of such obligation by Landlord or Tenant, except that financial problems, financial failure, bankruptcy, lack of funds or financial inability to perform shall not excuse any obligation or performance by Tenant or Landlord under this Lease and no obligation to pay Rent or any other monetary obligation hereunder shall be excused or delayed in any manner by reason of this provision.

Section 17.21 – Landlord Lien. In addition to Landlord's statutory lien for rent, as security for all rent and other monies becoming due under this Lease, Landlord shall have and Tenant hereby grants to Landlord a continuing security interest in all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Tenant situated within the Premises (collectively the "Personalty") and such Personalty shall not be removed therefrom without the consent of Landlord until all arrearages in rent as well as any and all other sums of money then due to Landlord hereunder have first been paid and discharged. In the event of a default under this Lease, Landlord shall have, in addition to any other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including, without limitation, the right to sell the Personalty at public or private sale upon providing the notice required by the Uniform Commercial Code, or, if none is so required, upon five (5) days' notice to Tenant. This Lease shall constitute a security agreement and Landlord may file a financing statement in the county where the Premises are located or in such other county as Landlord shall determine to be appropriate to perfect the security interest created hereby. Any statutory lien for rent is not waived, the lien granted herein being in addition and supplemental thereto. Tenant shall execute an acknowledgment of Landlord's lien in the form attached hereto as Exhibit "N" and incorporated herein by this reference.

[SIGNATURES CONTAINS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal this day and year first above written.

Signed, sealed sworn to and
Delivered before me

LANDLORD:

Laureate Capital LLC

By: _____

Its: _____

Date: _____

Unofficial Witness

Notary Public

Signed, sealed sworn to and
Delivered before me

TENANT:

Please provide

By: _____

Its: _____

Date: _____

Unofficial Witness

Notary Public

EXHIBIT "C"

CONFIRMATION OF LEASE TERM

THIS CONFIRMATION OF LEASE TERM is made this 12/01/25 between **Laureate Capital LLC**, a Georgia Limited Liability Company, ("Landlord") and Please Provide, **A WISCONSIN non-stock corporation**, ("Tenant").

W I T N E S S E T H:

WHEREAS, by Lease dated the **12/1/2025** between the parties hereto (the "Lease"), Landlord demised and leased to Tenant and Tenant leased and took from Landlord for the Lease Term and upon the terms and conditions set forth therein the Premises being Space Number Suite: 5700 W. Capitol Drive #35, Milwaukee, WI 53209 approximately 3500 square feet situated in **Midtown Center** Shopping Center located Milwaukee WI, said Premises being more particularly designated in the Lease; and

WHEREAS, the parties hereto wish to confirm and memorialize the commencement and expiration dates of the initial (1) year Lease Term.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. All terms and words of art used herein, as indicated by the initial capitalization thereof, shall have the same respective meanings designated for such terms and words of art in the Lease.
2. The term of the Lease commenced upon the Rental Commencement Date which for all purposes under the Lease shall be deemed to be 12/1/25. The initial TWELVE (12) Lease Term shall expire at midnight on **11/30/26** unless sooner terminated or extended as provided in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation of Lease Term as of the day and year first above written.
Signed, sealed sworn to and

Delivered before me

LANDLORD:
Laureate Capital LLC
By: _____
Its: _____
Date: _____

Signed, sealed sworn to and
Delivered before me

TENANT:
Please provide
By: _____
Its: _____
Date: _____

Unofficial Witness

Notary Public

EXHIBIT "D"

CERTIFICATES/DECLARATIONS

DELIVERY OF POSSESSION DATE CERTIFICATE

LANDLORD: Laureate Capital LLC

TENANT: Please Provide

SHOPPING CENTER: Midtown Center

LEASE DATE: 12/1/2025

PREMISES NUMBER: 5700 W. Capitol Drive, #35,
Milwaukee, WI 53209

SQUARE FOOTAGE: 3500.

DELIVERY OF POSSESSION DATE: 12/1/25

Landlord and Tenant acknowledge and agree that the Premises described in the above-referenced Lease have been delivered to Tenant for the performance of Tenant’s Work (as such term is defined in the Lease) on Delivery of Possession Date noted above.

Tenant further acknowledges that all of the Landlord s Work, if any, pursuant to said Lease has been completed except as follows:

LANDLORD:	TENANT:
Laureate Capital LLC	Please Provide
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EXHIBIT “E”

LANDLORDS WORK
TENANT FINISH LIST
TO BE PROVIDED BY LANDLORD

AS IS WHERE IS

EXHIBIT "F"

TENANT S WORK

EXHIBIT "G"

RULES AND REGULATIONS

1. Tenant shall operate its business in the entire Premises throughout the Lease Term and shall do so in a high class and reputable manner, maintaining at all times a full staff of employees and a complete stock of merchandise. Tenant shall install and maintain at all times a display of merchandise in the display windows (if any) of the Premises and shall keep the same well lighted during all hours that the Shopping Center is open to the general public.

2. The sidewalks, and public portions of the building, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls, and the street, alleys or ways surrounding or in the vicinity of the building shall not be obstructed, even temporarily, or encumbered by Lessee or used for any purpose other than ingress and egress to and from the Premises.

3. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose. The Premises shall not be used for a congregation or meeting place.

4. The Tenant's hours of operation are as set forth in the Lease. However, unless otherwise prohibited by state law or local ordinance, the Shopping Center hours are:

Monday through Saturday: 6:00 A.M. - 12.00 AM

Sunday: (Optional)

5. In no event shall Tenant conduct or advertise any auction, fire, going out of business, or bankruptcy sale in or about the Premises. Tenant shall not use the public or Common Areas of the Shopping Center for business purposes or special events unless prior written approval has been granted by Landlord. No soliciting or distribution of flyers or any promotional material in the Common Areas is permitted except pre-authorized sidewalk sales.

6. Tenant shall not place or permit any displays, decorations, shopping carts or wheeled vehicles on the sidewalk in front of the Premises or upon any of the Common Areas nor permit anything to be displayed or stacked on the sidewalks outside the Premises unless Tenant obtains Landlord's prior written approval.

7. Tenant shall conduct its business in the Premises in a lawful manner and in good faith during all days and hours set forth in the Lease and shall not do any act tending to injure the reputation of the Shopping Center.

8. All deliveries or shipments to and from the Premises shall be made by way of the rear of the Premises or at any other location designated by Landlord only after 7:00 A.M. and before 8:00 P.M.

9. The parking spaces within 100 feet of the front of any building must be left for customer use only. Tenant and its employees shall park in the rear of the buildings in the shopping center.

10. No portion of the Premises shall be used for any of the following uses:

(a) Any use which is illegal or dangerous, which constitutes a public or private nuisance, or any use which creates vibrations or offensive odors, fumes, dust or vapors, other than normal cooking odors, which are noticeable outside of the subject premises and which is offensive due to intermittency, beat, frequency, shrillness or loudness;

(b) Any use involving exterior flashing lights, strobe lights, search lights, or video screens (provided interior video screens not visible for the exterior shall not be restricted);

(c) Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation constructed on the same premises), any drilling for and/or removal of subsurface substances, any manufacturing or industrial operation, any processing or rendering plants, or any lumber yard;

(d) Any use requiring the storage of explosives or other usually hazardous materials (other than materials sold or used in the normal course of business, provided that the same are handles in accordance with the governmental rules, regulations, and requirements applicable thereto);

(e) Any funeral parlor or mortuary;

(f) Any establishment selling or exhibiting paraphernalia for use with illicit drugs, or any so-called “head shop;”

(g) Any gun shops;

(h) Any “second hand” store, resale shop, “surplus” store or “unclaimed” merchandise store;

(i) Any advertised fire or bankruptcy sale or auction house operation (but this provision shall not restrict the absolute freedom of any tenant to determine its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales);

(j) Any pet store or any store that involves in a material way (other than a restaurant) the presence on the premises of any animals, insects or fish (the presence of seeing eye dogs for visually impaired employees, licensees or customers shall not be deemed to violate this restriction), including, without limitation, veterinary clinics;

(k) Any car, truck, equipment or other consumer rental facility;

(l) Political, fund raising or advocacy groups;

(m) An automobile showroom of any kind;

(n) Any training or educational facility, including but not limited to beauty school, barber colleges, reading rooms, or any other operation catering primarily to students or trainees rather than to retail customers;

(o) Residential living quarters, apartments, or lodging rooms;

(p) Any dumping, disposal, incineration or reduction of garbage or refuse facility;

(q) Any flea market; and

(r) Any tattoo shop or massage parlor (but businesses providing massages in connection with spa treatments or physical therapy are not prohibited hereby).

11. No signage unless otherwise stated in the Lease shall be affixed directly to the storefront glass or outside the store. Any signage which can be seen from outside of the store must be professionally made (not hand-lettered), framed, clipped to the ceiling grid system and approved in writing by Landlord. No hooks, screws or other fasteners will be inserted into or penetrate the storefront. No rotating, flashing or moving signs are permitted unless approved in writing by Landlord. In the event of the violations of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

12. Tenant, at its expense, shall make any and all repairs to the Premises arising from any break-in, forcible entry or other trespass into or upon the Premises.

13. Restaurant Tenants must install G2 Grease Guard brand grease containment filters on all exhaust vents. Any damage caused to the roof of the Premises by repair/service personnel contracted by Tenant will be the responsibility of Tenant. Tenant must caution all repair/service personnel to avoid stepping on blisters, leaving foreign objects on roof or doing anything adversely impacting upon the roof. Any roof penetrations and the use of any roofing contractor must be approved by Landlord.

14. Tenant shall keep the Premises (including the exterior and interior portions of all windows, doors and all other glass and signs) orderly, neat, safe and clean and free from rubbish or dirt at all times and shall store all trash and garbage only in the areas designated by Landlord for such storage and accumulation. Tenant shall not move any safe, heavy machinery, heavy equipment, or fixtures into or out of the Premises without Landlord's prior written consent, nor shall it place a load on any floor exceeding the floor load per square foot which such floor was designed to carry.

15. Each Tenant shall maintain the Premises heating, ventilating and air conditioning systems. A monthly service contract must be in place that consists of a minimum of: (a) monthly changing filters, and (b) routine preventive maintenance and service of the systems on a quarterly basis. A copy of the Service Contract must be sent to Landlord within thirty (30) days from the date of opening for business.

16. Tenant, at its expense, shall install and maintain fire extinguishers and other fire protection devices (except the sprinkler system) as may be required from time to time by any agency having jurisdiction or the underwriters insuring the building in which the Premises is located.

17. Tenant shall obtain pest extermination services at least annually.

18. Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no inappropriate substances of any kind shall be discarded therein.

19. Tenant shall not affix or install any type of sun screen, tinting film, solar screen or similar product to any window or door glass of the Premises.

20. Neither Tenant nor any of Tenant's servants, employees, agents, visitors, or licensees, shall at any time bring or keep upon the Premises an inflammable, combustible or explosive fluid, or chemical substance except for cleaning supplies typically used in similar retail premises. Any discharge, spill or contamination of the Premises or Shopping Center by Tenant, its agents or independent contractors of any Hazardous Substance, as defined in any local, state or federal law, statute, rule or regulation shall immediately be reported to Landlord.

21. No bicycles, vehicles, or animals of any kind shall be brought into or kept in or about the Premises.

22. Tenant shall dispose, at Tenant's sole cost and expense, of oils and liquid grease sensibly in proper leak free containers as such containers shall be reasonably specified by Landlord, and to place the same outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord.

23. If Tenant has use of a grease trap, Tenant shall, at its expense, contract with a qualified third party contractor for regular maintenance of the grease trap and appurtenant lines serving the Premises, including monthly cleaning of same. Landlord shall have the right at any time in its sole discretion, to contract with a qualified third party contractor for the periodic maintenance and cleaning of said grease trap and the cost of said contractor shall be reimbursed by Tenant to Landlord each month as Additional Rent. Tenant shall make repairs and replacements to the grease trap serving the Premises as necessary to keep same in good and normal working condition. Upon the surrender of the Premises at the expiration or sooner termination of this Lease, Tenant shall surrender the grease trap to Landlord empty and in good and normal working condition.

These Rules and Regulations may be amended by Landlord in its reasonable discretion or as required by any appropriate authority having jurisdiction over the Shopping Center. Landlord shall not be responsible to any Tenant for the non-observance or violation of any of these Rules and Regulations by any other tenant. Landlord will make reasonable efforts to make all tenants within the Shopping Center abide by these Rules and Regulations.

EXHIBIT "H"

SIGNAGE CRITERIA

Tenant shall not erect, install, or maintain any sign on the exterior of the Premises or upon any other part of the shopping center on the Property without the prior written approval of the Landlord. Tenant upon written notice from the Landlord, shall promptly remove any sign, advertising or display devices erected or maintained in violation of this provision. The cost to repair any damage caused to the building or property will be the responsibility of the Tenant.

TYPE OF SIGN: Individual channel letters mounted on a 7" x 7" raceway. Channel letters shall be illuminated with LED or 30 ma neon.

MAX. LETTER HEIGHT: 24"

MAX. LENGTH: No more than 75% of the width of Tenant space

LETTER CONSTRUCTION: .080 aluminum backs & .063 aluminum returns, welded.

RACEWAY COLOR: Match signage band color- call Landlord for color

COLOR OF RETURN: Black semi-gloss

COLOR OF JEWELITE: 1" black

COLOR OF FACE: Choose from the Following:
Rohm & Haas 7328-White Rohm & Haas 2146-Ivory
Rohm & Haas 2283-Red Rohm & Haas 2051-Blue
Rohm & Haas 2030-Green

Tenant's sign contractor shall provide Landlord a written Certificate of Liability Insurance with a minimum of \$1,000,000 coverage and Landlord named as the insured before installation of the sign. Tenant's sign contractor cannot work on the premises of the shopping center without proof of liability insurance.

All signs to meet U.L. Approval and to have On/Off service switch. No company names or identification to be visible on the exterior of the sign.

All electrical connections are to be made by a licensed electrician at Tenants expense.

The sign shall be centered on the signage band from left to right and from top to bottom. All holes through the buildings wall must be waterproofed.

ALL SIGNS, INCLUDING TEMPORARY SIGNS AND BANNERS, MUST HAVE PRIOR WRITTEN PERMISSION FROM LANDLORD. Tenant shall supply Landlord with a scale drawing of all the signs indicating colors, materials, method of installation and location (with a picture of sign superimposed on building) for Landlord's approval prior to ordering its construction or erection.

Following submission to Landlord, Tenant is responsible for obtaining all necessary permits through the municipality for sign installation. If the signage ordinance for the municipality in which the shopping center is located is more restrictive, Tenant shall adhere to the more restrictive guidelines. Tenant shall be subject to such municipal standards and requirements

EXHIBIT "I"

SPECIAL STIPULATIONS

1. Tenant shall be responsible for the payment of all utilities and insurance for the Premises and the utilities for the Premises shall be placed in Tenant's name upon turnover of the premises.
2. Tenant shall be required to place a building sign on the facia of the building, subject to Landlord requirements in Exhibit H, no later than sixty (60) days after turnover of the premises.
3. Tenant to open no later than one hundred (100) days after Premises have been turned over to Tenant.
4. Tenant shall select a gas marketer and put the gas in their name no later than ten (10) days after turnover of the Premises from Landlord.
5. Land lord will be responsible for the HVAC system working in good condition for 12 months.
6. If HVAC is not in good condition Landlord will replace it with New unit in place. From there on its Tenant responsibility.

EXHIBIT "J"

EQUIPMENT MAINTENANCE POLICY

1. Heating, Ventilation, and Air Conditioning Systems: The Landlord is responsible for the maintenance, cleaning and repair of the HVAC systems for its space. To maintain these systems, the Landlord is required to enter into a service contract with a qualified HVAC contractor to provide routine maintenance, no less than quarterly, to include filter changes, cleaning, lubrication, and general inspection. Although it is not a requirement, the Landlord recommends use of its company contractor to provide this service. Regardless of which contractor provides the routine maintenance, however, the Landlord
2. Plumbing Systems: The Landlord is responsible for the plumbing equipment in its space including water supply lines, sinks, toilets, floor drains, water fountains and sanitary sewer lines. Qualified plumbing contractors should be used to handle all repairs.
3. Electrical Systems: The Landlord is responsible for the electrical equipment in its space including electrical panels, circuit breakers, wiring, outlets, lighting fixtures, etc. Licensed electrical contractors should be used to handle all repairs. To avoid damage to the electrical equipment, Tenants should not overload circuits by drawing amperage greater than the circuits are rated.
4. Roof Systems: The Landlord will coordinate general roof repairs, and the cost of these repairs will be pro rated to the Tenants through common area maintenance charges. However, damage to the roof membrane caused by the Tenant or the Tenant's contractors will be the sole responsibility of that Tenant. (The Tenant and its Contractors must take extreme care not to leave sharp objects on the roof that can easily puncture the membrane.) Any roof penetration made by the Tenant or its contractors must be temporarily patched, and the Landlord notified of such penetrations so that a qualified roofing contractor can be hired to permanently patch the penetrations. The Tenant will be invoiced for this work. HVAC AND OTHER REPAIR PERSONNEL ARE NOT QUALIFIED TO PROPERLY REPAIR ROOFS.

I have read this Equipment Maintenance Policy and agree to abide by its terms.

Tenant: **Please Provide**

By: _____

Its: _____

Date: _____

EXHIBIT "K"

INTENTIONALLY DELETED

EXHIBIT "L"

Laureate Capital LLC
PLEASE PRINT AND FILL OUT COMPLETELY

BUSINESS NAME: **Please Provide**

SHOPPING CENTER: **Midtown Center**

TENANT:

NAME: _____

TITLE/POSITION:_____

PARTNER/MANAGER:

NAME: _____

TITLE/POSITION:_____

CONTACT NUMBERS:

STORE:_____

STORE FAX:_____

CELL: _____

HOME: _____

OTHER: _____

CONTACT NUMBERS:

STORE: _____

STORE FAX: _____

CELL: _____

HOME: _____

OTHER: _____

EMAIL:

EMAIL:

BILLING E-MAIL ADDRESS -

TENANT MAILING ADDRESS -

NOTICE/GUARANTOR ADDRESS(ES) -

Tax ID:

EXHIBIT “M”

Request for Taxpayer Identification Number and Certification

Form
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

W-9

Request for Taxpayer
Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

• An individual who is a citizen or resident of the United States,

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 11-2005)

NEW TENANT CHECKLIST

- 1. First month’s rent and security deposit must be paid upon Lease execution.
- 2. Tenant should read and understand the Rules & Regulations as provided in Exhibit H to the Lease.
- 3. Tenant should refer to Paragraph 2.03 of the Lease that indicates the requirements for plans for the Premises to be approved. Tenant should obtain permitted plans as soon as possible.
- 4. Tenant understands that the insurance requirements in Paragraph 10 must be in force for the Tenant’s space. Such Insurance Certificate shall provide for Landlord and Riverwood Properties, LLC to be listed as Additional Insured and shall be delivered to Landlord prior to occupancy and work within the Premises.
- 5. Tenant agrees to report sales per Paragraph 3.03 of the Lease. See the attached form for reporting.
- 6. Rent Payments are due as provided in the Lease. A late charge will be assessed if payment is not received by the first day of the month. Rent payments may be made by company check, cashier’s check or money order. Cash will not be accepted.
- 7. Rent payments must be received at the office of the following address:

Laureate Capital LLC
c/o R.D.Sharma
361,17TH ST NW,
UNIT 2601
ATLANTA.GA 30363

- 8. The overall cleanliness of the shopping center is the joint responsibility of all the tenants and the Landlord. A professional landscape maintenance company will pick up trash in the common areas on a weekly basis and a garbage collection company will empty the dumpsters on a regular basis. It is the Tenant’s responsibility to pick up trash around its Premises. Also, tenants should properly bag their trash and place the bags inside the dumpsters. (Trash is not to be thrown into the dumpster enclosures.) Please keep the dumpster enclosure doors closed at all times. Trash and other debris are not allowed in front or behind tenant’s premises.
- 9. The tenant is required to put utility accounts into its own name. Please call the appropriate utility company prior to performing work in your space. If the accounts continue in the Landlord’s name after the date that the premises is turned over to the tenant, Landlord may bill tenant an administrative charge of 15% of the billed amount, in addition to the utility charges.
- 10. Landlord will provide dumpsters for the Shopping Center. Tenant will pay a share of the costs based upon a usage formula provided by Landlord.

Please call R.D.Sharma at 678-614-5245 if you have questions.

I have read and understand this New Tenant Checklist and agree to abide by its requirements.

Tenant: **Please Provide**

By: _____

Its: _____

Date: _____

