

LEASE

THIS LEASE (“**Lease**”) is made as of the ____ day of April, 2023 (“**Effective Date**”), by and between 2740 LG Road, LLC, an Ohio limited liability company, having its principal place of business at 6585 Lockhart lane, Dublin OH 43017 (hereinafter referred to as “**Landlord**”), and Mariner Finance, LLC, a Maryland limited liability company having its principal place of business at 8211 Town Center Drive, Baltimore, Maryland 21236 (hereinafter referred to as “**Tenant**”).

WITNESSETH:

1. PREMISES

1.1 Premises. The Landlord hereby demises and leases to the Tenant, and the Tenant hereby rents from the Landlord, the following described premises situated in the City of Grove City, County of Franklin, and State of Ohio:

A one-story room, without basement, consisting of approximately One thousand-four hundred fifty (1,450) square feet of floor area, located as shown outlined in red on Exhibit A, attached hereto (the “**Site Plan**”) and a part hereof of the shopping center (including common areas thereon) known as Village of the Groves (hereinafter referred to “**Shopping Center**”). The Premises are identified as 2798 London-Groveport Road, Grove City, Ohio 43123. “**Premises**”, as used in this Lease, shall refer to the one-story room described above (but shall not include the roof of the Premises or the area beneath the Premises). Gross floor area of the Premises shall be the number of square feet of total floor space (including the mezzanine and double-decked storage platforms, if any).

Landlord shall have the exclusive right to use all or any part of the roof over the Premises and the exterior walls of the Premises for any purpose; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to or visibility of the Premises shall not be materially affected; and to install the use pipes, ducts, conduits and wires leading through the Premises and serving other parts of the Shopping Center in locations which will not materially interfere with Tenant’s use thereof. In addition to the foregoing, Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises and provided further that the Tenant’s access to the Premises, visibility of the Premises, parking, or signage shall not be impaired and shall not materially interfere with Tenant’s use of the Premises.

1.2 Changes and Additions. Neither the Site Plan nor the legal description attached as Exhibit A-1 shall be deemed to be a warranty, representation or agreement on the part of Landlord that the Shopping Center will be constructed or located exactly as indicated. Landlord also reserves the right at any time to make alterations or additions to, and to build additional stories on, the building in which the Premises are contained and to build adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on such building or buildings and to incorporate additional land into the Shopping Center and build thereon and to construct deck or elevated parking facilities, provided such changes do not materially and adversely affect access, visibility, parking and/or signage for the Premises or similarly materially interfere with Tenant’s ability to conduct business.

The size, type and shape of the building in which the Premises are located and/or the Shopping Center shall be subject to such changes, enlargements and/or reductions as Landlord at any time deems desirable for the benefit of the Shopping Center, so long as the location access and size of the Premises shall not be substantially changed except as otherwise specifically provided for in this Lease.

2. CONSTRUCTION

2.1 Construction of Premises by Tenant. Within fifteen (15) days following the Effective Date (“**Delivery Date**”), Landlord shall complete Landlord’s Work identified in **Exhibit B** and otherwise deliver the Premises to Tenant in its “as is” condition. Upon and after the Delivery Date, Tenant shall cause Tenant’s contractors and subcontractors to commence Tenant’s work in the Premises substantially in compliance with Tenant’s plans and specifications set forth in **Exhibit C** (“**Tenant’s Work**”), which are hereby consented to by Landlord (provided any changes to the same shall continue to be subject to Landlord’s reasonable consent). Tenant hereby expressly agrees that the entry or occupancy of the Premises by Tenant or Tenant’s agents or contractors prior to the date herein fixed for commencement of the term of this Lease shall be governed by and be subject to all of the terms and provisions of this Lease other than those requiring the payment of Rent (as defined herein). Tenant agrees to perform and cause the Tenant’s Work to be performed in such a manner so as not to damage, delay or interfere with the operations of the Shopping Center or the businesses of the other tenants therein, and to comply with all construction procedures and regulations as may be reasonably required by Landlord’s construction manager for the prosecution of Tenant’s Work and the coordination of such work with any other work being performed by Landlord or its contractors.

Tenant shall complete Tenant’s Work on or before ninety (90) days after the Delivery Date. Time is of the essence with respect to Tenant’s performance of each of the provisions of this Article 2.1 with respect to the performance of Tenant’s Work and the opening of the Premises for business. If Tenant fails to timely satisfy all of its obligations under this Article 2, then Tenant shall be deemed to be in default of this Lease.

Tenant shall provide Landlord with written copies of all applications for all Approvals no later than ten (10) days following the making of said applications. All application fees relating to the Approvals shall be at Tenant’s expense.

3. TERM

3.1 The “**Initial Term**” of this Lease shall commence upon the Effective Date and terminate on the **fifth (5th)** anniversary of the earlier of (i) the date that Tenant opens for business upon the Premises, or (ii) ninety (90) days after the Delivery Date (such earlier date being the “**Commencement Date**”). The Initial Term and any Renewal Term (as defined herein) exercised by Tenant are hereinafter collectively referred to as the “**Term**”. The first Lease Year shall be for a period from the Effective Date through the first anniversary of the Commencement Date, and each successive Lease Year shall be a period of one (1) year commencing upon the anniversary date of the Commencement Date.

3.2 Provided that Tenant is not then in default under this Lease beyond any applicable notice and cure periods, Tenant shall have two (2) options (each a “**Renewal Option**”), at its sole discretion, to renew the term of this Lease for five (5) years each (each being a “**Renewal Term**”), by providing Landlord with written notice of its intent to extend the Term for the Renewal Term within one hundred eighty (180) days of the expiration of the then current Term. If Tenant fails to give timely notice of its intention to renew, all renewal rights shall become null and void. All terms and conditions applicable hereunder immediately prior to the commencement of the Renewal Term in question shall remain applicable during such Renewal Term and Tenant shall pay Base Rent in the amounts set forth in Section 4 herein.

3.3 In the event Landlord does not deliver the Premises on or before the date which is thirty (30) days from the Effective Date (the “**Expected Delivery Date**”), Tenant shall be entitled to one (1) day

of free Rent for every day after the Expected Delivery Date that Landlord fails to deliver the Premises to Tenant with all of Landlord's Work completed. If the Delivery Date has not occurred by the date which is sixty (60) days from the Expected Delivery Date (the "**Outside Delivery Date**"), Tenant shall have the option to terminate this Lease upon no less than thirty (30) days prior written notice to Landlord which notice must be delivered to Landlord within fifteen (15) days of the Outside Delivery Date and, in such event, this Lease shall thereafter be null and void and of no further force or effect, and any money deposited hereunder shall be returned to Tenant, and thereafter neither party shall have any further liability to the other, either for damages or otherwise, by reason of such termination as though this Lease had not been executed in the first instance.

4. BASE RENT

Tenant hereby covenants and agrees to pay to the Landlord as "**Base Rent**" for the Premises in equal monthly installments on the first day of each month (by ACH direct deposit into a bank account of Landlord) during the Term hereof, in advance, as follows:

Lease Year	Base Rent Rate	Annual Base Rent	Monthly Base Rent
1	\$24.00	\$34,800.00	\$2,900.00
2	\$24.48	\$35,496.00	\$2,958.00
3	\$24.97	\$36,205.92	\$3,017.16
4	\$25.47	\$36,930.04	\$3,077.50
5	\$25.98	\$37,668.64	\$3,139.05
Lease Year	Base Rent Rate	Annual Base Rent	Monthly Base Rent
6	\$26.50	\$38,422.01	\$3,201.83
7	\$27.03	\$39,190.45	\$3,265.87
8	\$27.57	\$39,974.26	\$3,331.19
9	\$28.12	\$40,773.75	\$3,397.81
10	\$28.68	\$41,589.22	\$3,465.77
Lease Year	Base Rent Rate	Annual Base Rent	Monthly Base Rent
11	\$29.26	\$42,421.01	\$3,535.08
12	\$29.84	\$43,269.43	\$3,605.79
13	\$30.44	\$44,134.81	\$3,677.90
14	\$31.05	\$45,017.51	\$3,751.46
15	\$31.67	\$45,917.86	\$3,826.49

If the Commencement Date shall be any day other than the first day of the month, Tenant shall pay on the Commencement Date Base Rent equal to one-thirtieth (1/30) of the monthly Base Rent multiplied by the number of days in the fractional month in which the Commencement Date occurs.

It is the intention of the parties hereto that the Landlord shall receive the Rent and other charges required to be paid to Landlord by Tenant pursuant to this Lease on an absolutely net basis and that Tenant shall, except as specifically provided in this Lease to the contrary, pay all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises or any improvement thereon or to the tenancy therein created by this Lease, which costs, expenses and obligations may arise or become due during the term of this Lease (including any extensions thereof). All such costs, expenses and obligations are hereinafter referred to as “**Additional Rent**”. The Base Rent payable hereunder, together with any Additional Rent and other amounts payable by Tenant pursuant to the terms of this Lease are hereafter sometimes referred to collectively as the “**Rent**”.

5. *(Intentionally Omitted)*

6. **OPERATING COSTS**

In addition to the Base Rent provided for in Section 4 above, Tenant shall pay to Landlord, as Additional Rent, Tenant’s Pro Rata Share (as defined herein) of: (i) all sums expended by Landlord for Operating Costs (as defined below) of the Shopping Center, and (ii) Real Estate Taxes payable with respect to the Shopping Center, such amounts to the reasonable attorneys’ fees and other costs relating to any contest or defense of the property valuation of the Shopping Center relating to said real estate taxes and assessments, and (iii) reasonable insurance costs for the Shopping Center. Tenant’s Additional Rent for any calendar Year shall be paid by Tenant to Landlord in twelve (12) equal monthly installments on the first day of each calendar month, in advance, together with the regular monthly installment of Base Rent, in an amount reasonably estimated by Landlord. For the calendar year 2023, Tenant’s Pro Rata Share of the foregoing is estimated to be \$8.71 per square foot. Landlord agrees it shall deliver to Tenant an annual statement for each calendar year including an itemized breakdown of the total actual Operating Costs, insurance costs and real estate taxes (if applicable) payable for such calendar year and setting forth Tenant’s Pro Rata Share owed as Additional Rent (prorated to account for any partial calendar year if the Lease was in effect for less than all of such prior calendar year). If the total amount paid monthly by Tenant as Additional Rent for such prior calendar year is less than the actual amount due as shown on the statement, Tenant shall pay Landlord the deficiency within thirty (30) days after delivery of the statement. If the total amount paid by Tenant for Additional Rent for such prior calendar year exceeds the actual amount due as shown on the statement, such excess shall, at the option of Landlord be remitted to Tenant or be credited to Tenant by Landlord against the next installment(s) of Additional Rent due from Tenant, except during the last year of the Term, in which case Landlord shall reimburse Tenant for any such excess upon the expiration of the Term. Each year Landlord may adjust the amount of monthly installments owed by Tenant for the upcoming calendar year based upon past expenses and reasonable projections made by Landlord for the upcoming calendar year. Upon written notice by Landlord, such revised monthly installments shall be payable as Additional Rent. Tenant’s obligation to pay any and all such Additional Rent having accrued during the Term shall survive the expiration of the Lease. In no event shall Base Rent be reduced by operation of this Section. As used herein “**Real Estate Taxes**” means all real estate taxes and assessments (general or special) of every kind and nature and other or similar charges levied or billed by any governmental unit during the Term in respect of the Shopping Center or any part thereof. Real Estate Taxes shall also include any governmental charge levied (or payment made to a governmental entity) in lieu of all or any part of the foregoing. In no event shall Additional Rent include (i) mortgage interest and principal payments; (ii) real estate broker’s commissions and other costs related to the execution and enforcement of leases of other tenants in the Shopping Center; (iii) Landlord’s income taxes; or (iv) taxes levied by any governmental entity against any other tenants of the Shopping Center.

As used herein, “**Operating Costs**” includes all costs and expenses of every kind and nature paid

or incurred by Landlord in operating, managing, equipping, lighting, insuring, repairing, replacing and maintaining the Shopping Center, Common Areas and all other areas, facilities and buildings used in the maintenance and operation of the Shopping Center (the “**Operating Costs**”). Such costs and expenses shall include but not be limited to (i) utilities, and the repair and replacement of utility lines and systems including the sprinkler system, and security system devices and personnel, if any; (ii) supplies, tools, equipment and materials used in the operation, repair and maintenance of the improvements comprising Shopping Center; (iii) maintenance, repairs and replacement of the improvements comprising the Common Areas; (iv) parking area repair, restoration, and replacement, including, but not limited to, resurfacing, repainting, re-striping, and cleaning; (v) reasonable reserves for operation, maintenance and repair of the Shopping Center and for covering uninsured damage and liability claims relating to the Shopping Center, including, without limitation, deductible amounts (provided that if Landlord incurs an expense for which a reserve is held, Landlord shall apply the applicable reserves to the expense prior to including the balance of the expense in Operating Costs); (vi) fees, charges and other costs, including without limitation, reasonable consulting fees, legal fees and accounting fees, of all contractors engaged by Landlord or otherwise reasonably incurred by Landlord in connection with the management, operation, maintenance and repair of the Shopping Center; (vii) compensation (including, without limitation, employment taxes and fringe benefits) of all persons who perform duties in connection with the operation, maintenance, repair, or overhaul of the Shopping Center, and equipment, improvements, and facilities located within the Shopping Center; (viii) janitorial service, alarm and security service, window cleaning, pest control, trash removal; (ix) maintenance and replacement of curbs and walkways; (x) repair to and replacement of the roof, exterior walls, gutters and downspouts; (xi) building signage and directories; (xii) rental expenses for (or a reasonable depreciation allowance on) personal property used in maintenance, operation or repair of the Shopping Center; (xiii) licenses, certificates, permits and inspections and the cost of contesting the validity or applicability of any governmental enactments that may affect Operating Costs; (xiv) any costs, expenditures, or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; and (xv) amortization of capital expenses (including, without limitation, financing costs) (A) that are intended as a labor saving device or to effect other economies in the operation or maintenance of the Shopping Center, or any portion thereof, (B) that are required under any Law, or (C) that are in Landlord’s opinion necessary to maintain the Shopping Center, or any portion thereof, in good condition and repair, provided that such cost shall be amortized (including interest on the unamortized cost) over its useful life as Landlord shall reasonably determine; and (xvi) an amount equal to fifteen percent (15%) of all of the foregoing costs and expenses to cover Landlord’s administrative cost.

Notwithstanding anything in this Lease to the contrary, Operating Costs shall expressly exclude the following: (a) except as expressly provided above, costs of capital improvements and any other expenditures that, under generally accepted accounting principles (“**GAAP**”), should be capitalized, except that Common Area Expenses incurred for improvements to reduce Common Area Expenses or are necessary to comply with applicable laws enacted after the Commencement Date shall include the cost during the Term, as reasonably amortized by Landlord in accordance with GAAP, of any such capital improvement (b) or depreciation, interest, points and fees on debt or amortization on or for any mortgage or similar security instrument (a “**Security Instrument**”) encumbering the Shopping Center, and all principal, escrow deposits and other sums paid on or in respect to any indebtedness (whether or not secured by a Security Instrument), and all costs incurred in connection with any financing, refinancing or syndication of the Shopping Center; (c) costs payable by specific tenants; (c) leasing commissions; (d) salaries, wages, fees or other benefits or compensation for employees above the grade of building manager or for officers, directors, partners or other principals of Landlord or Landlord’s affiliates; (e) advertising, marketing, and promotional expenditures; (f) legal and auditing fees and expenses for lease negotiations and disputes with other tenants, lenders, or other third parties or otherwise incurred; (g) rent or other sums under any ground lease or underlying lease affecting the Shopping Center; (g) any bad debt loss, rent loss, or reserves for bad debts or rent loss; (h) costs separately and directly billable to other

tenants or occupants at the Shopping Center; (i) charitable and political contributions made by Landlord; (j) any costs or expenses for or in connection with sculpture, paintings, or other works of art; (k) expenses incurred to comply with violations of governmental requirements existing on the Delivery Date, including, without limitation, the Americans with Disabilities Act; (l) to the extent that employees of Landlord or its property manager are not employed exclusively at the Shopping Center, the costs and expenses with respect to such employees shall be prorated by equitably allocating such costs and expenses to services rendered by such employees for the benefit of the Shopping Center; (m) any insurance deductibles exceeding \$10,000.00; (n) insured losses for the cost of repairs, replacements, or other work occasioned by fire, windstorm, other casualty or acts of terrorism (other than the deductible amounts thereof as a stated above); (o) the cost of repairs, replacements or other work occasioned by the exercise of eminent domain; (p) brokerage commissions, attorneys' fees, costs, disbursements, and appraisal, advertising, promotional and other expenses incurred (including accounting, auditing and other professional fees) in connection with the actual or prospective sale or financing of any portion of the Shopping Center or for actual or prospective leases with tenants, other occupants or prospective tenants or other occupants of the Shopping Center or similar costs (including takeover expenses) incurred in connection with disputes with prospective purchasers, lenders, tenants, other occupants, or prospective tenants or other occupants of the Shopping Center; (q) all "tenant allowances", "tenant concessions" and other costs or expenses incurred in leasing, (including lease modifications and renewals) completing, fixturing, furnishing, renovating or otherwise improving, decorating or redecorating demised space for tenants or other occupants of the Shopping Center, or vacant lease space in the Shopping Center, including space planning fees; (r) any costs in connection with services, utilities (including electricity), items or other benefits (1) of a type, quality or quantity which are not available to Tenant without specific charge therefor, but which are provided to another tenant or occupant of the Shopping Center, whether or not such other tenant or occupant is specifically charged therefor by Landlord, or (2) which are provided to another tenant or occupant of the Shopping Center and to Tenant without specific charge therefor but where the type, quality or quantity of the same as provided to such other tenant or occupant is in excess of that provided to Tenant; (s) costs incurred for or on account of any alterations performed by any tenant including: (1) costs of reviewing plans and specifications and/or inspecting or supervising work, or (2) costs of any services provided to such tenant in connection therewith; (t) Intentionally omitted (t) Intentionally omitted; (u) any penalties, interest or other sums assessed as a result of Landlord's late payments of any amounts; (v) all expenses resulting from the negligence or willful misconduct of any Landlord or any tenant or other occupant of the Shopping Center; (w) costs and expenses reimbursable to Landlord by any third party, including without limitation by means of warranty or guarantee; (x) expenses (including, without limitation, fines, interest, penalties, interest and attorney fees) incurred due to the violation (or the correction thereof) by Landlord or any other tenant of the terms and conditions of this Lease or any other lease or incurred due to Landlord's failure to timely pay Operating Costs; (y) all costs of correcting defects, including any allowances for same, in the construction, renovations, or repairs to the Shopping Center or in the equipment used therein; and/or (z) the initial cost of supplies, tools, equipment, materials and/or spare parts.

Landlord agrees that annual increases on Controllable Operating Costs shall be limited at five (5%) percent per year on a non-cumulative basis. As used herein, "**Controllable Operating Costs**" shall mean all Operating Costs other than real estate taxes and assessments, utilities, insurance costs and snow removal. Landlord agrees that it will not charge its own management fee above and beyond the administrative expenses.

Landlord shall maintain complete and accurate books and records of all Operating Costs paid or incurred by Landlord and all payments of Operating Costs received from Tenant. Such books and records shall be kept electronically only, and Tenant or auditors selected by Tenant shall have the right, within thirty (30) days of the initial billing, with a minimum of ten (10) days' prior notice, to request copies of all bills paid as part of operating expenses. Unless Tenant objects to Landlord's billing, within Thirty (30)

days of the initial billing, Landlord's calculation of Operating Costs shall be final and binding on Tenant. If Tenant objects to Landlord's billing, the Landlord and Tenant shall, in good faith, attempt to resolve any such objections. If Tenant's audit discloses that Landlord's billing exceeded five percent (5%) of the actual gross Operating Costs due and payable, Landlord shall reimburse Tenant for its reasonable out of pocket audit costs.

7. USE

7.1 Permitted and Prohibited Use. Tenant agrees that the Premises shall be occupied by no other person or entity except as otherwise permitted herein, and shall be used for the sole purpose of the operation of a consumer finance company offering credit related products and services, including financing, consumer loans, personal loans, sale of insurance, mortgage brokering and/or lending, and other activities normally engaged in by a lending institution or such other related services as are offered in a majority of Tenant's branch locations in the same operating state or region as well as any other lawful related consumer finance office use (the "**Permitted Use**") that does not violate any Prohibited Uses (as defined herein) or any Other Tenant Exclusives (as defined herein), and Tenant shall not use the Premises for any Prohibited Uses or any Other Tenant Exclusives. Tenant recognizes that the specific Permitted Use prescribed herein is a material consideration to the Landlord in order that the Shopping Center will maintain an appropriate tenant mix. Tenant shall be solely responsible for securing and maintaining all permits, licenses or governmental approvals which may be necessary for the proper and lawful operation of the Tenant's business from the Premises. As used herein, the "**Prohibited Uses**" are listed on **Exhibit D**, attached hereto; and "**Other Tenant Exclusives**" are those exclusive use rights granted by Landlord to occupants of the Shopping Center listed on **Exhibit D**. Landlord hereby represents and warrants to Tenant that the Permitted Use is not prohibited by the Prohibited Uses, Other Tenant Exclusives, or any matter of record affecting the Shopping Center and Landlord shall indemnify and save harmless Tenant from all expense, liens, claims, or damages, arising out of or resulting from the Tenant's Permitted Use.

7.2 Tenant's Exclusive Use. Landlord hereby grants Tenant the exclusive right in the Shopping Center (as it now exists or as it may be expanded or modified) and in any adjoining property owned, managed, or controlled by Landlord or its affiliates to engage in any or all of the Permitted Use. Landlord will not hereafter enter into a new lease with a tenant whose principal permitted use is that of a consumer finance office, including such tenants commonly known as "One Main Financial", "Customer's Bank", "Spring Leaf", "Regional", "Lendmark", and/or "Republic" (the "**Exclusive Use**"). The aforementioned restriction shall not apply to: (i) the tenant commonly known as H&R Block or Liberty Tax, State Farm/Insurance Agency, Bank Of America or any other tenants that offer tax services or refund loans, (ii) a full-service bank or credit union or ATM, (iii) a check cashing center (i), (ii) and (iii) are collectively referred to as (the "**Excluded Tenants**").

7.3 Intentionally Deleted.

7.4 Name. Tenant agrees to conduct its business in the Premises under the name of Mariner Finance, LLC or such other trade name chosen by Tenant, in Tenant's sole discretion, provided such trade name is consistent with other locations in the State of Ohio, or used in the marketplace by Tenant or an affiliate of Tenant through merger, sale or otherwise.

7.5 Go Dark. After opening for one (1) business day, Tenant shall have no obligation to remain open for business from the Premises provided, however, Tenant shall be required to continue to pay Rent unless the Premises are recaptured as set forth herein. If Tenant ceases to operate in the Premises for more than ninety (90) consecutive days (a "**Closure**"), Landlord shall have the right (the "**Recapture Right**") to terminate Tenant's interest in the Lease in accordance with the provisions set out below. Landlord shall exercise the Recapture Right by providing thirty (30) days advance written notice to

Tenant (the “**Exercise Notice**”) given at any time before Tenant re-opens for business from the Premises. This Lease shall terminate on the thirtieth (30th) day following receipt of the Exercise Notice (the “**Recapture Date**”) and Rent shall be prorated as of the Recapture Date. Tenant agrees to remove its proprietary signage and any of its personal property that this Lease allows Tenant to remove upon the expiration of the Term. Following the Recapture Date neither Landlord nor Tenant shall have any further liability under this Lease, except for (i) obligations which accrued prior to the Recapture Date and (ii) Tenant’s obligation to repair any damage to the Premises caused by the removal of its property as provided for above. For purposes of this Article, the following shall be “**Permitted Closures**” and shall not constitute a “**Closure**”: (i) any period during which the normal operation of business at the Premises is not practical as a result of damage by fire or other casualty or other reasons beyond the control of Tenant; (ii) any period during which the normal operation of business at the Premises is not practical as a result of a taking by eminent domain or other governmental action; (iii) reasonable periods for remodeling, alterations and repairs, including related permitting time; and (iv) any period during which Landlord is not in compliance with its obligations under this Lease, beyond any applicable notice and cure period.

8. TENANT’S ADDITIONAL AGREEMENTS

8.1 Affirmative Obligations. Tenant agrees, at its own cost and expense, to:

(a) Keep and maintain in a safe, neat, and clean condition all portions of its Premises and appurtenances including adjoining areas, storefront, vestibules, entrances and returns, doors, fixtures, windows, and plate glass.

(b) Use its best efforts to cause all deliveries servicing its Premises to (i) load and unload prior to the hours of opening for business to the general public of the Shopping Center, and (ii) to enter and exit the Shopping Center using only the entrances and drive aisles marked on the Site Plan as “Truck Route”.

(c) Cause its employees, officers, and agents to park only in such places as provided and designated by Landlord for employee parking, and specifically, not permit parking by any of them in any loading zone. Landlord reserves the right, after a five (5) day notice in writing to Tenant and owner of vehicle, to impose reasonable fines against Tenant for any violation of these parking restrictions by Tenant or Tenant’s employees; Landlord further reserves the right after notice to Tenant and owner of the vehicle, to have towed any automobile parked in violation of this clause.

(d) Abide by and observe all reasonable rules and regulations established by Landlord from time to time with respect to the operation of the Shopping Center and its Common Areas. Any such regulations annexed hereto are incorporated herein by reference and made a part of this Lease. If no regulations are annexed Landlord reserves the right to establish such reasonable rules and regulations. Tenant shall comply with all such uniformly enforced rules and regulations following reasonable prior notice of same.

(e) Cooperate fully with the Landlord in promoting the use of trade names and slogans as may be adopted for the Shopping Center.

(f) Keep its display windows and signs electrically lighted during such hours that the Shopping Center is open for business and during such other periods as the Landlord may reasonably prescribe.

(g) Handle and dispose of all trash, rubbish, refuse, garbage and waste in accordance with regulations established by Landlord and not permit the accumulation (unless in sealed metal

containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on or about any part of the Shopping Center.

(h) Participate in such exterminating programs that may be established by Landlord for all or substantially all other stores and businesses in the Shopping Center. Unless otherwise specified by Landlord, Tenant will contract for a quarterly extermination program (monthly for any tenant holding a food service license) in the Premises from a qualified extermination service reasonably acceptable to Landlord

(i) Take no action which would violate Landlord's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute or any interference with the business of the Landlord or any tenant or occupant in the Shopping Center or with the rights and privileges of and customer or other person lawfully in and upon said Shopping Center, nor cause any impairment or reduction of the goodwill of the Shopping Center.

(j) Pay when due all personal property taxes assessed against Tenant's fixtures and furnishings, all taxes arising of the operation of Tenant's business, and pay for all license fees, occupational taxes and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises; Tenant will permit no lien to attach to the Premises as a result of taxes payable by Tenant.

(k) The following clause is applicable to all restaurant/cafe leasing tenants only:

Ensure the grease trap is prepped and installed with a frequency of clean up being every two months and the contact information of the contractor hired for this purpose is shared with the Landlord. Any damage caused to the roof or the building structure due to such negligence will be directly borne by the tenant.

8.2. Negative Obligations. Tenant agrees that it shall not, without first obtaining Landlord's consent:

(a) Permit its Premises to be used in any way which will injure the reputation of the same (or of the Shopping Center) or may be a nuisance, annoyance, inconvenience or damage to the tenants of the Shopping Center or of the neighborhood including, without limiting the generality of the foregoing, noise by the playing of any musical instrument or radio or television, or the use of a microphone, loudspeaker, electrical equipment, or utilizing flashing lights or search lights or any other equipment which in the judgment of the Landlord might cause disturbance, impairment or interference with the use or enjoyment by any other tenant in the Shopping Center.

(b) Display any merchandise, solicit business or distribute advertising or promotional matter outside its Premises or in any way obstruct sidewalks or Common Areas adjacent thereto.

(c) Permit deliveries of any kind through the front entrance of its Premises.

(d) Permit its Premises to be used for lodging purposes.

(e) Permit any auction sale, fire sale, bankruptcy sale and/or going-out-of-business sale, or similar types of sales promotions to be conducted in the Premises.

(f) Use, occupy, suffer or permit any use of its Premises which would (i) violate any law, ordinance or regulation, (ii) constitute a nuisance, (iii) constitute an extra-hazardous use, (iv) violate, suspend or void any policy or policies of insurance of either Landlord or any other tenant in the Shopping Center, (v) void any warranty in favor of Landlord on any portion of the Shopping Center or the improvements thereto, or (vi) increase the cost of such insurance over and above its normal cost.

(g) Subject any fixtures, furnishings or equipment in or on the Premises which are affixed to the realty to any mortgages, liens, conditional sales agreements, security interests or encumbrances.

(h) Operate in the Premises or in any part of the Shopping Center any coin or token operated vending machines (except vending machines for use solely by Tenant's employees which are located in break rooms not accessible to the general public) or similar devices (including without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of merchandise and/or commodities).

(i) Use any forklift truck, tow truck motor or any other powered machine for handling freight in the Premises.

(j) Place a load on any floor in the Premises or within the interior of the Shopping Center which exceeds the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve proper distribution of the weight.

(k) Erect any radio or television aerial or other device on the roof or exterior walls of the Premises or the building in which the Premises are located. In addition, Tenant shall not penetrate the roof for any purpose, nor shall Tenant permit any person to have access to the roof without the prior consent of, and under the supervision of, Landlord's roofing contractor.

(l) Permit any animal in the Premises, except service animals to the extent required by law.

9. SIGNS

Tenant shall be permitted to install the maximum amount of storefront signage on all applicable exterior walls of the Premises as permitted by applicable local authorities governing the Premises. Tenant shall comply with all applicable governmental laws, regulations and requirements relating to Tenant's signage at the Premises. Tenant agrees that it will not erect any exterior signs (or any interior signs visible outside the Demised Premises) without first obtaining Landlord's approval as to size, color, type and location of the permitted signs, which approval shall not be unreasonably withheld, conditioned or delayed. The installation and maintenance of any Tenant signage shall be at Tenant's sole cost and expense, and such installation shall not damage the building in which the Premises is located. Tenant agrees not to display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media, in the windows of, or on the exterior portions of the Premises. Tenant agrees to maintain its signs in a good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Upon vacating the Premises, the Tenant agrees to remove, at Tenant's sole cost and expense, all signs and repair all damage caused by such removal. Notwithstanding, anything set forth herein to the contrary, Landlord shall permit Tenant to install Tenant's standard trademarked colored signage in accordance with the local

ordinances and Landlord's sign criteria for the Shopping Center. Prior to the date Landlord delivers the Premises to Tenant, Landlord shall remove the prior tenant's signage and have the sign band patched and painted from break to break. Subject to compliance with all applicable codes, Tenant shall have the right, at all times and from time to time, at its own expense, to install and maintain, a panel (or panels, if double-sided) on each of the Shopping Center pylon signs.

10. UTILITIES

10.1 Utilities. From the earlier of (i) the Delivery Date, or (ii) the date Tenant begins Tenant's Work, Tenant agrees to contract for in its own name and pay for all utility services rendered or furnished to the Premises including gas, water, telecommunications, electricity, sprinkler charges, fire line charges, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities and governmental charges based on utility consumption, standby utility capacity or potential utility use. All utilities shall be separately metered to the Premises at Landlord's expense. Tenant shall be obligated to pay a reasonable meter reading charge assessed by the service retained by Landlord to read the sub-meters and individual tenant bills. If any utilities are used in common with other tenants of the Shopping Center, Tenant will pay to Landlord an amount equal to Tenant's proportionate share of such utility, as determined by Landlord in its reasonable discretion, in addition to Tenant's payments of the separately metered charges. If Landlord shall supply any such services, charges for the services in question made by any utility corporation or for services supplied by Landlord, or charges for utilities which may be thirty (30) days after receipt of billings therefore. Tenant's usage of the utility services shall not exceed the capacities thereof. Landlord, not Tenant, shall be responsible for any tap fees, impact fees, or other fees required to connect utilities to the Premises.

10.2 Interruption of Service. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entities supply or distributing such utility; or (ii) for the interruption in any utility service (including without limitation any heating, ventilating or air conditioning) caused by making of necessary repairs or improvements, or by any cause beyond Landlord's reasonable control, and such interruption of services shall not constitute a default, termination or eviction. However, if the Premises are made untenantable for more than two (2) consecutive business days as a result of a utility service failure within Landlord's reasonable control, then Rent shall be abated thereafter until service is restored.

11. COMMON AREA

Landlord shall make available, on a non-exclusive basis for the benefit of all tenants of the Shopping Center (and their respective employees, contractors, customers, licensees and invitees) from time to time within the Shopping Center such Common Areas as and to the extent Landlord shall alone from time to time deem appropriate. "**Common Areas**" shall be defined as including but not limited to any parking areas, driveways, service courts, access and egress roads, sidewalks, opened and enclosed courts and malls, landscaped and planted areas, fire corridors, meeting areas and public restrooms. Landlord shall operate, manage, equip, light, insure, repair and maintain said Common Areas for their intended purposes in such manner as Landlord shall in its sole discretion from time to time determine, and may from time to time change the size, location, elevation, nature and/or use of any Common Areas and may make installations and/or construct, erect, move or remove permanent or temporary improvements therein or thereon, including but not necessarily limited to, buildings, structures, booths and kiosks. Landlord shall have the right to retain revenue from income producing events whether conducted for promotional purposes or by or through a merchants' association or marketing fund. At all times during the Term of this Lease, Landlord shall make commercially reasonable efforts to ensure that there is Adequate Parking (as defined herein) available in the Common Area. For purposes of this provision, "**Adequate Parking**" for the Shopping Center shall mean the number of parking spaces required by the

city of Grove City, Ohio building and zoning department at the time that the building permit for the Shopping Center was issued.

For purposes hereof, the term the “**Common Areas**” of the Shopping Center shall include any off-site utility, including drainage and flood control systems, serving the Shopping Center whether located on or off the Shopping Center site and during such time that Landlord provides the same for the Shopping Center. Services may be performed by Landlord or related companies or by third party contractors.

Tenant, its employees contractors, customers, licensees and invitees shall have the non-exclusive right in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use said Common Areas as designated by Landlord subject to such rules and regulations as Landlord may impose pursuant to Section 8.1(d). Landlord may at any time close any portion of the Common Areas to make repairs or changes or prevent the acquisition of public rights in such area or to discourage non-customer parking. Landlord will not be liable to Tenant or any other person or entity for direct or consequential damages resulting from the admission to or exclusion from the Shopping Center of any person. In the event of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord’s sole discretion, Landlord shall have the right to prevent access to or from the Shopping Center during the continuance of the same by means as Landlord, in its sole discretion, may deem appropriate, including, without limitation, locking doors and closing parking areas and other Common Areas. Landlord will not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted herein, nor will such discontinuance in any way be construed as an eviction of Tenant or operate to release Tenant from any of Tenant’s obligations under this Lease.

12. MAINTENANCE

12.1 Landlord’s Maintenance Obligations. Except as caused by the negligent, reckless or willful acts or omissions of Tenant or Tenant, its assignees, employees, agents, or contractors, Landlord covenants and agrees to keep and maintain as part of Operating Costs: the roof and exterior portions of the Premises; the plumbing, sewage, and utility lines serving the Shopping Center and located beyond the exterior walls of the Premises (except for removal of blockages or maintenance precipitated by Tenant, its assignees, employees, agents, or contractors); and the structural systems of the Premises and Shopping Center; provided, however, nothing contained herein shall obligate Landlord to keep, maintain, or repair any item described as being Tenant’s obligation in Section 12.2.

Except as otherwise set forth herein to the contrary, Tenant shall reimburse Landlord upon thirty (30) days notices, as Additional Rent, for all expenses incurred by Landlord relating to: (i) any maintenance, repair or replacement the HVAC system (as defined below) serving the Premises, including the cost of an annual maintenance contract, and (ii) utility lines and systems exclusively serving the Premises required due to the act or omission of Tenant. The cost to maintain, repair and replace the sprinkler system shall be included as Operating Costs, and Tenant shall pay Tenant’s Pro Rata Share thereof.

Landlord represents that the HVAC system serving the Premises shall be in good working order on the Commencement Date. If during the Term, a portion or all of the HVAC system serving the Premises needs to be repaired or replaced, Tenant shall be responsible for such repair and replacement, provided, however, Landlord shall reimburse Tenant for the reasonable, actual cost for any Major Repairs to HVAC (as defined below) within thirty (30) days after Tenant submits a bill together with paid invoices and as otherwise provided in the following paragraph. During Term of the Lease, Tenant will pay no more than \$1,500 per year with a total cap of \$5,000 (“**HVAC Repair Cap**”) for all repair, and replacements to the HVAC system serving the Premises over the course of the Term. Once the HVAC Repair Cap is met

by Tenant for each Lease year, thereafter, Landlord will be responsible for any and all costs of repairs to the HVAC system serving the Premises.

“Major Repairs to HVAC” means (a) repairs to or replacement of the coils, compressors, fan motors, and other major component parts of the HVAC system costing in excess of One Thousand Five Hundred Dollars (\$1,500.00) in the aggregate per calendar year, or (b) replacement of the HVAC system as a whole, which are not typically covered by a normal service contract (it being understood routine maintenance or repairs shall not constitute Major HVAC Work and shall be Tenant’s cost and responsibility). Notwithstanding the foregoing, Landlord shall not be required to reimburse Tenant for such costs in the event the necessity for the Major Repairs to HVAC Work is as a result of the acts or negligent of Tenant, its agents, servants, contractors or employees, in which event such major repair or replacement shall be solely the cost and responsibility of Tenant.

12.2 Tenant’s Maintenance Obligations. Tenant covenants and agrees to keep and maintain, at its own cost and expense, in good order, condition, and repair (i) all nonstructural, interior portions of the Premises; (ii) the following, even if considered exterior or structural portions of the Premises: storefront; doors and frames, hardware, checks, and operators therefor; (iii) windows, window frames, window assemblies, and plate glass; (iv) canopy fascia where the sign panel is located (if any); (v) damage to the Premises (whether structural or non-structural) caused by any act or negligence of Tenant, its employees, agents, or contractors; (vi) structural or exterior alterations by Tenant; (vii) refuse storage or disposal equipment; (viii) exterior building appurtenances such as loading docks and ramps therefor; (ix) exterior mounted equipment and signs; (x) awnings; (xi) utility meters exclusively serving the Premises; (xii) fixtures; (xiii) heating, ventilating and air-conditioning (subject to the limitations below), mechanical, plumbing, sewage, electrical, and utility lines, systems, and equipment within, above, or beneath and exclusively serving the Premises; and (xiv) interior walls, floor slabs (only to the extent damaged by Tenant), ceilings mezzanines (if any), signs and building appliances and similar equipment; and (xv) any portions of the roof and other areas of the Premises or the Shopping Center which have been constructed, improved, or altered by Tenant. Tenant further agrees to replace any of said improvements, fixtures, or equipment when appropriate, at its own cost and expense. Additionally, in the event of any repair, replacement or maintenance relating to any portion of the Premises or Shopping Center is necessitated due to the negligent, reckless or willful acts or omissions of Tenant or Tenant’s employees, contractors, agents, representatives, invitees or licensees, then Tenant, at Tenant’s sole cost and expense, shall be responsible for the immediate repair or replacement of the same with or without the demand of Landlord.

Tenant shall promptly comply with all present and future laws, regulations or rules of any county, state, federal, and/or other governmental authority and any bureau and department thereof, and of the National Board of Fire Underwriters or any other body exercising similar function which may be applicable to the Premises, including the making of any required structural changes thereto that Tenant is required to make under this Lease. As used in this paragraph, “structural changes” does not include the roof, the perimeter structural walls or the foundations; “structural” will, however, for purposes of this paragraph, include doors, windows, concrete slabs, and building insulation of any type. Landlord agrees to comply, at Landlord’s expense, with all requirements of the Americans with Disabilities Act (“ADA”) as they apply to the Common Areas. Tenant agrees to comply with all applicable ADA requirements as they apply to the Premises at Tenant’s sole expense to the extent that such requirements are triggered by Tenant’s alterations to the Premises or Tenant’s particular use of the Premises (as opposed to the use of the Premises for retail use in general). Landlord represents and warrants that the Premises, exclusive of Tenant’s Work, complies with all law, regulations, statutes, codes, and ordinances, including but not limited to the ADA, as of the Commencement Date.

If Tenant refuses or neglects to commence or complete said repairs or changes promptly and adequately, Landlord may, in addition to any other remedy available to Landlord, but shall not be required

to, make or complete said repairs or changes and Tenant shall pay the cost thereof to Landlord upon thirty (30) days written notice from Landlord, together with the sum equal to fifteen percent (15%) of said costs for overhead as Additional Rent, all due and payable within thirty (30) days after billing from Landlord to Tenant.

13. SURRENDER OF PREMISES

Tenant covenants and agrees to deliver up and surrender to the Landlord the possession of the Premises upon the expiration of this Lease or its earlier termination, as herein provided, in as good condition and repair as the same shall be at the Delivery Date or may have been put by the Landlord during the continuance thereof, ordinary wear and tear and damage by fire or insured casualty, excepted. Tenant shall remove any of its trade fixtures and personal property from the Shopping Center and anything installed by Tenant during the Term without Landlord's approval and shall repair any damage to the Premises or the Shopping Center caused by such removal. Any such trade fixtures or property that is not removed from the Premises and the Shopping Center on or before the expiration or termination of this Lease may, at Landlord's option, be (i) removed and disposed of by Landlord at Tenant's sole risk, cost and expense, or (ii) presumed to have been abandoned by Tenant, in which event Landlord may, with or without accepting title thereto, keep such property, and may, remove, store, destroy, discard or otherwise dispose of all or any part thereof in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. Nothing herein shall be construed as relieving the Tenant of any of its obligations under the provisions of Article 12 above.

13.1 Tenant's Obligation to Disclose Utility Account Information: No later than thirty (30) days prior to the expiration or earlier termination of this Lease, Tenant shall provide Landlord with a written statement identifying each utility service account associated with the Premises (including electricity, gas, water/sewer, and any other utility), specifying the service provider, account number, and account holder name for each. Tenant shall cooperate in good faith with Landlord, including by executing any transfer authorization the provider may require, to facilitate the orderly transfer of such accounts to Landlord or Landlord's designee upon Tenant's vacancy, and shall not terminate or interrupt utility service to the Premises prior to such transfer without Landlord's prior written consent. Failure to comply with this Section shall entitle Landlord to deduct any resulting administrative or reconnection costs from Tenant's security deposit, subject to applicable law.

14. PROPERTY IN THE PREMISES

14.1 Fixtures and Improvements. All leasehold or building improvements, such as carpeting and padding, light fixtures and HVAC equipment and any construction work done by the Tenant shall, when installed or completed, attach to the freehold and become and remain the property of the Landlord.

14.2 Personal Property and Equipment. All personal property, equipment, trade fixtures and signs of every kind or description which may at any time be in the Premises shall remain the property of the Tenant, and shall be kept on the Premises, at the Tenant's sole risk or at the risk of those claiming under the Tenant. Except for the intentional, wrongful or grossly negligent acts of Landlord or its agents and employees, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from roof leaks, water, gas, steam, fire, or bursting, stoppage, or leaking of sewer or water pipes, or from the heating or plumbing fixtures, or from electrical wires, or from gas or odors, or caused in any manner whatsoever unless caused by Landlord's or its agents' and employees' gross negligence or its wrongful failure to maintain or repair the Premises in accordance with the terms of this Lease.

15. ALTERATIONS AND REMODELING

Tenant shall not make structural or exterior alterations of or upon any part of the Premises except by and with the prior written consent of the Landlord (which consent may be withheld in Landlord's sole discretion). All alterations and additions to the Premises shall be made in accordance with all applicable laws, ordinances and regulations pursuant to plans and specifications prepared by Tenant and approved in writing by Landlord. All such alterations shall remain for the benefit of the Landlord unless otherwise provided in the said written consent above mentioned; and, the Tenant further agrees, in the event of making such alterations as herein provided, to indemnify and save harmless the Landlord from all expense, liens, claims, or damages to either persons or property or the Shopping Center (including the Premises), arising out of or resulting from the undertaking or making of said alterations or additions. Notwithstanding the foregoing, Landlord's consent shall not be required in connection with any cosmetic changes (paint, wall paper, etc.) or alterations, additions or improvements to the non-structural interior portion of the Premises costing less than Twenty-Five Thousand Dollars (\$25,000.00), but Tenant shall nevertheless be obligated to give Landlord prior written notice of such work, along with copies of all plans and specifications therefor.

16. ASSIGNMENT AND SUBLETTING

16.1 Except for a Permitted Transfer, Tenant covenants and agrees not to assign this Lease or sublet the whole or any part of the Premises, or permit any other persons to occupy same, without the written consent of Landlord. Any assignment or subletting, even with the consent of Landlord, shall not relieve Tenant, from liability for payment of rent or other sums herein provided or for the obligation to keep and be bound by the terms, conditions and covenants of this Lease notwithstanding the fact that this Lease may be amended by agreement between such assignee or subtenant and Landlord.

16.2 The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or subletting of the Premises.

An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to assignee without the written consent of the Landlord first having been obtained.

Tenant hereby notifies Landlord that it anticipates that transfers of the ownership of Tenant may occur during the Term, including the merger, change of control, and/or sale of all or substantially all of Tenant's assets. Such transfer shall constitute an "**Permitted Transfer**" assignment for purposes of this Lease, and Landlord waives its right to approve such Permitted Transfer(s), however, Tenant shall promptly notify Landlord in writing of such change after such Permitted Transfer.

17. HOLDING OVER

In the event that Tenant shall continue in occupancy of the Premises after the expiration of the Term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but such occupancy shall continue as a tenancy at will upon the covenants, provisions and conditions herein contained at a per diem rental equal to one hundred fifty percent (150%) of the Base Rent plus any Additional Rent in effect during the last year of the Term, prorated and payable for the period of such occupancy, in addition to all Landlord's costs and expenses in removing the Tenant from the Premises for breach of the Lease.

18. ACCESS TO PREMISES

Tenant further agrees to permit the Landlord and its agents, mortgagees, purchasers or potential mortgagees or purchasers to inspect or examine the Premises during business hours upon 24-hour prior written notice (except in the event of an emergency), and to permit the Landlord to make such repairs to the building of which the Premises are a part that the Landlord may deem desirable or reasonably necessary for its preservation and which the Tenant has not covenanted herein to do or has failed so to do. Notwithstanding anything to the contrary contained herein, Landlord shall have access to the Premises at all times and without advance written notice for emergency situations or as may be reasonably necessary to protect the Premises or any portions thereof.

Tenant further agrees that during the six (6) months immediately preceding the expiration of the Term the Landlord and its agents shall have the right to show the Premises to potential tenants and to place any signage indicating the availability of Premises so long as the signage installed by the Landlord does not interfere with the visibility of Tenant's signage and provided that Landlord provides Tenant 24-hour prior written notice of such showing.

19. QUIET ENJOYMENT

Landlord covenants and agrees that if the Tenant shall perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part, the Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from the Landlord or any persons lawfully claiming through the Landlord.

20. INSURANCE

20.1 From and after the Delivery Date, Tenant covenants and agrees to obtain and to keep in force continuously thereafter until the expiration of the entire Term of this Lease: (a) comprehensive general liability insurance relating to the Premises and its appurtenances on an occurrence basis with minimum limits of liability in amounts of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury, or death to any one person, and Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury, or death to more than one person or property damage whatsoever caused to any person or property arising directly or indirectly out of the business conducted in the Premises, including but not limited to, (i) an accident occurring in, on, or about the Premises; and (ii) any act or omission of Tenant, its employees, servants, agents, or invitees, and One Million Dollars (\$1,000,000.00) with respect to damage to property by water or otherwise; (b) fire and extended coverage, vandalism, malicious mischief and special coverage insurance in an amount adequate to cover the cost of replacement of all leasehold or building improvements in the Premises which were originally constructed by Tenant, as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; (c) plate glass insurance with respect to all plate or other glass in the Premises; and (d) if there is a boiler or air-conditioning equipment in, on, adjoining, or beneath the Premises, broad form, boiler or machine insurance in the amount of One Hundred Thousand Dollars (\$100,000.00). Tenant agrees to deliver to Landlord, at least thirty (30) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least thirty (30) days prior to the expiration of any such policy, a certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment therefor and including an endorsement which names Landlord as an "additional insured" and states that such insurance may not be canceled except upon thirty (30) days written notice to Landlord and any designee(s) of Landlord. Tenant may, at its election, be self-insured with respect to boiler (if a boiler is located in the Premises), plate glass, and personal property and inventory, or have all of such obligations satisfied by a certificate under so-called "blanket policy" covering other store locations of Tenant and its subsidiaries in addition to Premises.

20.2 All of the aforesaid insurance shall be written by one or more insurance companies

licensed to do business in the State where the Shopping Center is located, and having a Best rating of A+ or better; and shall contain endorsements that: (a) such insurance may not be canceled or amended with respect to Landlord (or its designee(s), except upon thirty (30) days written notice by registered mail to Landlord (and such designee(s) by the insurance company); and (b) Tenant shall be solely responsible for payment of premiums for such insurance. In the event Tenant fails to furnish such insurance, the Landlord may obtain such insurance and the premiums, plus fifteen percent (15%) of said premiums for overhead, shall be deemed Additional Rent to be paid by Tenant to the Landlord upon thirty (30) days written notice. It is further agreed that any statements made in this Lease concerning minimum insurance requirements cannot be construed by Tenant as indicating either the adequacy or sufficiency of insurance required for the Tenant's purposes, nor shall such requirements be used to define the responsibility of the Tenant to repair, restore, or replace as otherwise covered in this Lease.

20.3 The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 20.4 hereof.

20.4 Tenant will defend, indemnify and save Landlord harmless from and against any and all claims, demands, and suits at law, or in equity (whether or not well founded) in connection with any accident, injury to, or death of any person(s), or damage to or destruction of property whatsoever caused to any person or property arising directly or indirectly out of the business conducted in the Premises or occurring in, on, or about the Premises or any part thereof, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant or their respective licensees, servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liability incurred in connection with any such claim or proceeding brought thereon, including court costs and reasonable attorney's fees incurred in connection with any claim, demand, or proceeding brought thereon. Tenant specifically waives the immunity and other protections it may have under the Worker's Compensation or Employer's Liability laws of any state that would bar Landlord from any remedy enforcing Tenant's contract to defend, indemnify and save Landlord harmless in accordance with this section, or bar Landlord from obtaining contribution from Tenant for Tenant's proportionate share of any liability, or bar Landlord from obtaining indemnification from Tenant based on the theory of the active or primary liability of Tenant versus the passive or secondary liability of Landlord. The comprehensive general liability coverage maintained by Tenant pursuant to Section 20.1 above shall specifically insure the contractual obligations of Tenant as set forth herein.

20.5 Tenant agrees, at its own expense and cost, to comply with all of the rules, regulations, and recommendations of the National Board of Fire Underwriters having jurisdiction over Premises and/or any similar body. If at any time and from time to time, as a result of or in connection with, any failure by Tenant to comply with the foregoing sentence or any act or omission or commission by Tenant, its employees, agents, contractors, or licensees, or as a result of, or in connection with the use to which the Premises are put (notwithstanding that such use may be for purposes hereinbefore permitted to that such use may have been consented to by Landlord), the fire insurance rate(s) applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type occupancy legally permitted therein, Tenant agrees that it will pay Landlord, upon thirty (30) days written notice, as Additional Rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the lines in the Premises or the building in which Premises is located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof.

For the purpose of this paragraph, any finding of schedule of the National Board of Fire Underwriters having jurisdiction thereof shall be deemed conclusive.

20.6 Each insurance policy carried by Landlord and Tenant and insuring all or any part of the Premises, including improvements, alterations and changes in and to the Premises made by either of them and Tenant's trade fixtures therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against the other party, in connection with any loss or damage to the Premises, property, or businesses caused by any of the perils covered by fire and extended coverage, building and contents, and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it.

20.7 Except for those claims which are the responsibility of Tenant pursuant to other provisions of this Lease, Landlord agrees to provide protection against claims covered by: (1) comprehensive general liability insurance relating to the Shopping Center and its Common Areas on an occurrence basis in the minimum amount of Three Million Dollars (\$3,000,000.00); (2) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance to the extent of the replacement value of the Shopping Center buildings and improvements originally constructed by Landlord. Tenant agrees that the cost of the foregoing, and all costs of investigation, defense, adjustment and loss, shall be included as Operating Costs.

20.8 Landlord will defend, indemnify and save Tenant harmless from and against any and all claims, demands, and suits at law, or in equity (whether or not well founded) in connection with any accident, injury to, or death of any person(s), or damage to or destruction of property whatsoever caused to any person or property occurring in, on, or about the Common Areas (exclusive of the Premises) or any part thereof, or arising directly or indirectly from any act or omission of Landlord or Landlord's, servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liability incurred in connection with any such claim or proceeding brought thereon, including court costs and attorney's fees incurred in connection with any claim, demand, or proceeding brought thereon. The comprehensive general liability coverage pursuant to Section 20.7 above shall specifically insure the contractual obligations of Landlord as set forth herein.

20.9 Notwithstanding anything to the contrary in this Lease, in no event shall Landlord or Tenant be liable to for any indirect, consequential, special, incidental or punitive damages.

21. EMINENT DOMAIN

21.1 If the whole of the Premises, or such portion thereof as to render the remainder unsuitable for the purposes for which the Premises were leased, be taken or condemned for any public or quasi-public use or purposes by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall cease and terminate from the time possession thereof is required for public use.

21.2 If after a taking or condemnation affecting the Premises, this Lease shall not terminate under the provisions of Section 21.1 above, then Landlord, at its own expense, shall repair and restore the portion not affected by the taking. If the taking or condemnation results in the loss of a portion of the Premises, the Rent shall be equitably and proportionately adjusted. The repair and restoration work of Landlord shall not, however, exceed the scope of the work required to be done by Landlord in originally constructing Landlord's Work on the Premises, and the cost thereof shall not exceed the net proceeds of the condemnation award allocable to the Premises actually received and retained by Landlord and shall not be included in Operating Costs.

21.3 All compensation awarded or paid upon such total or partial taking shall belong to the Landlord without participation by Tenant and without any deduction therefrom for any present or future estate by Tenant. Tenant shall, however, be entitled to claim, prove and to receive from the condemning authority in such condemnation proceedings, such award as may be allowed for relocation expense, and for fixtures and other equipment installed by Tenant, provided that no such claim of Tenant shall diminish Landlord's award or the award of any and all ground and underlying lessors and mortgagees.

22. FIRE AND OTHER CASUALTY

22.1 Should the Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the fire and casualty insurance policy maintained on the Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers proceeds from such insurance, repair and/or rebuild the same with reasonable diligence. Landlord's obligation hereunder shall be limited to the building and improvements originally provided by Landlord when the Premises were originally constructed. Landlord shall not be obligated to repair, rebuild or replace any property belonging to Tenant or any improvements to the Premises furnished by Tenant. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall, at its cost and expense, repair, restore, redecorate and re-fixture the Premises in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the building and improvements to be reconstructed by Landlord as above set forth, and the proceeds of all insurance carried by Tenant on the property, decorations and improvements as well as fixtures and contents in the Premises shall be held in trust by Tenant for such purposes. In the event the Premises are completely or partially destroyed or so damaged by fire or other casualty and this Lease is not terminated as hereinafter provided, all Rent shall abate until the completion of such repairs. If such repairs are not completed within one hundred eighty (180) days following the date of the casualty, Tenant may terminate this Lease upon written notice to Landlord.

22.2 Notwithstanding anything to the contrary contained in the preceding Section 22.1 or elsewhere in this Lease, Landlord at its option may terminate this Lease on thirty (30) days, notice to Tenant, given within ninety (90) days after the occurrence of any damage or destruction if (a) the Premises be damaged or destroyed as a result of a risk which is not covered by Landlord's insurance, (b) the Premises be damaged and the cost to repair the same shall be more than twenty-five percent (25%) of the cost of replacement thereof, (c) the Premises be damaged during the last year of the Term, (d) the building of which the Premises are a part shall be damaged to the extent of twenty-five percent (25%) or more of the then monetary value thereof (whether the Premises be damaged or not), or (e) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such an extent that, in the reasonable judgment of Landlord, the Shopping Center cannot be profitably operated as an integral unit. Landlord shall not have the right to terminate this Lease in connection with a casualty described above unless Landlord terminates the leases of all tenants in the Shopping Center similarly affected by such casualty to the extent applicable leases are terminable for such reason or cause. If the Premises are substantially damaged during the last year of the term, Tenant may also elect to terminate and cancel this Lease by giving thirty (30) days written notice to Landlord within ninety (90) days of the date of such damage.

23. DEFAULT BY TENANT

23.1. Each of the following shall constitute an event of Default ("**Event of Default**") by Tenant:

- (a) Tenant shall fail to pay any rental or other charges when due hereunder within five (5) days of its due date and such failure continues for five (5) days following written notice of non-payment from Landlord to Tenant (provided that Landlord shall not be required to provide

more than one (1) notice of monetary default in any calendar year);

(b) Tenant shall fail to observe or perform any of the other terms, conditions or covenants of this Lease to be observed or performed by Tenant and such default continues for more than thirty (30) days following receipt of written notice (provided that Landlord shall not be required to provide more than one (1) notice of monetary default in any calendar year); however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, the Tenant shall be deemed to have complied with such notice so long as it has commenced with said matter within the period set forth in the notice and is diligently prosecuting compliance with said notice, or has taken proper steps or proceedings, under the circumstances to prevent the seizure, destruction, alteration, or other interference with said Premises.

(c) Tenant or an agent of Tenant shall knowingly falsify any report required to be furnished to Landlord pursuant to the terms of this Lease;

(d) Tenant or an agent of Tenant shall suffer this Lease to be taken under any writ of execution; or

(e) Tenant shall commence, in any court pursuant to any statute either of the United States or of any State, an insolvency or bankruptcy proceeding (including, without limitation a proceeding for liquidation, reorganization or for adjustment of debts of an individual with regular income), or if such a proceeding is commenced against Tenant and either an order for relief is entered against such party or such party fails to secure a discharge of the proceeding within sixty (60) days of the filing thereof, or if Tenant becomes insolvent or is unable or admits in writing its inability to pay its debts as they become due, or makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with its creditors or a custodian is appointed or takes possession of Tenant's property, whether or not a judicial proceeding is instituted in connection with such arrangement or in connection with the appointment of such custodian (each of the foregoing events are hereinafter referred to as an "act of bankruptcy").

23.2. Upon the occurrence of any Event of Default, Landlord shall use commercially reasonable efforts to mitigate its damages, and:

(a) Without waiving such Event of Default, Landlord may pay any sum required to be paid by Tenant to third parties other than Landlord and which Tenant has failed to pay, and may perform any obligation required to be performed by Tenant for the account of Tenant, and any amount so paid by Landlord shall bear interest thereon at the Default Rate (as defined herein). Any amount or amounts paid by Landlord for the account of Tenant for the performance of any obligations required to be performed by Tenant shall be treated as Additional Rent due hereunder and Landlord may exercise concurrently or successively any one or more of the rights and remedies contained in this Lease for the enforcement of the payment of Rent.

(b) Landlord may bring suit to enjoin any breach or threatened breach by Tenant of the covenants hereof.

(c) Landlord may bring suit for the collection of the Rent or other amounts for which Tenant may be in default, or for the performance of any other covenant devolving upon Tenant for performance, or damages therefore, all without entering into possession or terminating this Lease.

(d) Landlord may re-enter the Premises by summary proceedings or otherwise, and take possession thereof, without terminating this Lease, and thereupon, to expel all persons and remove all trade fixtures, equipment and personal property of the Tenant therefrom, without becoming liable to prosecution therefore, and re-let the Premises making reasonable efforts therefore, for such periods and upon such terms according to Landlord's sole discretion, and receive the rent therefrom. Such rent shall be applied first to the payment of the reasonable expenses of such re-entry and the cost of such re-letting (including commissions for the unexpired term of the Lease and Landlord's reasonable attorney's fees relating to such re-letting), including but not limited to the expense of such decorations, alterations and remodeling as shall be incident to such re-letting, and then to the payment of the Rent and other sums accruing hereunder. Tenant, whether or not the Premises are re-let, shall remain liable for any deficiency, which deficiency shall be paid by Tenant to Landlord, periodically, upon the successive days upon which the Rent hereunder is payable.

It is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or the appointment of a receiver, or trustee, or any execution of any decree obtained in any action to recover possession of the Premises, or any re-entry, shall not be construed as an election to terminate this Lease unless Landlord shall, in writing, expressly exercise its election to declare the term hereunder ended and to terminate this Lease, and such re-entry or entry by Landlord, whether taken under summary proceedings, or otherwise, shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the Term of this Lease.

(e) Landlord may terminate this Lease, re-enter the Premises and take possession thereof. In the event Landlord shall elect to terminate this Lease, as aforesaid, all rights and obligations of Tenant shall cease, except that Landlord shall have and retain full right to sue for and collect all Rent and other amounts for the payment of which Tenant shall then be in default and all actual, reasonable damages to Landlord by reason of such breach, and Tenant shall surrender and deliver up the Premises to Landlord, together with all improvements and additions thereto, and upon any default by Tenant in so doing, Landlord shall have the right to recover possession by summary proceedings or otherwise, and to obtain a receiver and other ancillary relief in such action, and again to have and enjoy the Premises, fully and completely, as if this Lease had never been made. 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 Landlord obtains possession of the Premises by reason of the breach or violation by Tenant of any of the covenants and conditions in this Lease contained or otherwise. No such expiration or termination of this Lease, or summary proceedings, abandonment or vacancy, shall relieve Tenant of its liability and obligation under this Lease, whether or not the Premises shall be re-let. In any such event Tenant shall pay Landlord the Rent and all other charges required to be paid by Tenant up to the time of such event.

(f) In connection with any suit by Landlord pursuant to this Section 23.2, Landlord may sue for and collect, in addition to any other amounts recoverable by Landlord under this Lease or by law, as damages for Tenant's default, the equivalent of the present value of the amount of the Rent (calculated with a discount rate equal to 4% above the prime interest rate as published in the *Wall Street Journal*), and the other charges which would be payable under this Lease by Tenant if this Lease were still in effect, for the remainder of the then-current Term, less the net proceeds of any re-letting effected pursuant to the provisions of this Section, after deducting all Landlord's actual, reasonable expenses in connection with such re-letting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonably attorneys' fees, alterations, costs and expenses of preparation for

such re-letting. In the event Landlord exercises its remedy under this Section 23.2(f), Landlord shall deposit such accelerated rental amount in a segregated account until the re-letting and deduction calculations for each applicable month have been determined, at which time (i.e. after each such month) Landlord shall (i) in the event that no reletting for such month has occurred, have the right to distribute such monthly rental to itself, or (ii) in the event that reletting for such month has occurred, pay to Tenant the amount of such net proceeds from re-letting described above and retain and distribute the excess from such month to itself. Tenant shall not have the right to interest on any amounts returned to Tenant under this Section 23.2(f).

(g) All rights and remedies granted Landlord herein and any other rights or remedies which Landlord may have at law or in equity are cumulative and not exclusive, and the fact that Landlord may have exercised any remedy without terminating this Lease shall not impair Landlord's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

23.3 If Tenant shall at any time during the Term be adjudged bankrupt, then this Lease, at the option of Landlord, shall terminate. Landlord, in the event it exercises such option to terminate, shall be entitled to receive, as liquidated damages, the difference between the Rent provided for hereunder and the then rental value of the Premises, which liquidated damages shall, however, in no event be less than any sums or allowances to which Landlord may be entitled at that time under any then-existing statutes of the State of Ohio or of the United States of America. In the event of a proceeding involving Tenant under the Bankruptcy Code, 11 U.S.C. 101 et seq., if this Lease is assumed by Tenant's trustee in bankruptcy (after he has cured all existing defaults, compensated Landlord for any loss resulting therefrom and provided adequate assurance of future performance), then this Lease may not be assigned by the trustee to a third party, unless such party (i) executes and delivers to Landlord an agreement in recordable form whereby such party assumes and agrees with Landlord to discharge all obligations of Tenant under this Lease, including, without limitation, the provisions of Article 7 relating to the Permitted Use of the Premises and the manner of operation thereof; (ii) has a net worth and operating experience at least comparable to that possessed by Tenant at the execution of this Lease; and (iii) grants Landlord, to secure the performance of such party's obligations under this Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Premises, and in connection therewith such party shall execute such security agreements, financing statements and other documents (the forms of which are to be designated by Landlord) as are necessary to perfect such lien.

23.4 If Tenant shall fail to pay, when the same is due and payable, any Base Rent or other amount or charges to be paid to Landlord by Tenant as provided in this Lease, and such amount remains unpaid ten (10) days following receipt of written notice that same is due, then such unpaid amounts shall bear interest from the due date thereof to the date of payment, at a rate equal to the lesser of (i) the maximum rate permitted by law, or (ii) eighteen percent (18%) per annum (the "**Default Rate**"). In addition, any Base Rent, or Additional Rent not paid when due shall bear a late fee equal to five percent (5%) of the overdue amount (the "**Late Fee**"). The Late Fee is not a penalty and is intended to defray the costs incurred by Landlord by reason of Tenant's failure to pay.

24. DEFAULT BY LANDLORD; TENANT'S REMEDIES

24.1 Landlord shall be in default hereunder if Landlord breaches an agreement, or fails to perform any obligation of Landlord under this Lease within a reasonable time, but in no event more than fifteen (15) days after receipt of written notice in the case of monetary obligation, or thirty (30) days after receipt of written notice in the case of non-monetary obligation; provided, however, that if the nature of a non-monetary obligation of the Landlord is such that more than thirty (30) days are reasonably required

for performance, the Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion as soon as reasonably practicable. If Landlord shall fail to perform any of its obligations under this Lease within the applicable time specified above, then Tenant may, as its sole remedy, either: (i) cure such default on Landlord's behalf and charge Landlord for the reasonable cost thereof, or (ii) take appropriate legal action to force Landlord to comply with its obligations under this Lease. In the event that Tenant opts to cure any default, pursuant to (i) above, then Landlord shall have the right to demand, in a writing to Tenant, within ten (10) days of receipt of an invoice from Tenant, that a written account reasonably detailing all amounts expended by Tenant for such cure be provided, and Landlord's duty to pay any costs of cure shall be subject to Tenant's delivery of said written account.

24.2 In the event Landlord fails to reimburse Tenant for any such cost within thirty (30) days of Landlord's receipt of an invoice therefore or, if applicable, within thirty (30) days of receipt of the written account and Landlord has not objected in writing to the account within seven (7) days of receipt of said account, then Tenant may deduct each month from the monthly Base Rent due hereunder up to a limit of twenty percent (20%) of each such monthly amount until such cost has been reimbursed in full, including interest in favor of Tenant at the Default Rate. Notwithstanding the foregoing, in the event that based upon the number of months remaining in the Term, Tenant will be unable to collect all amounts due under this section prior to its expiration; Tenant may increase the limit to the amount necessary to pay all amounts due including interest prior to the expiration of the Lease.

25. 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 of the earliest stipulated 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 in the Lease provided.

In the event this Lease requires Tenant to submit payments monthly for items other than the Base Rent or Additional Rent and in the event Tenant submits a payment of less than the total combined amount of all of said payments, then the Landlord shall have the option to credit said payment towards any of said items it so desires, notwithstanding any specification of Tenant.

26. RECIPROCAL CONSTRUCTION AND/OR EASEMENT AGREEMENT

This Lease is subject and subordinate to any reciprocal construction and/or easement agreement between Landlord and any other party or parties which now exists or which may hereafter exist during the term of this Lease and all extensions and renewals thereof. The provisions of this clause shall be self-operative; however, Tenant, upon request of any party in interest, shall execute promptly such agreements or instruments to effectuate the intent of this clause. Nothing contained in this clause shall materially adversely affect any of the rights granted to Tenant under this Lease.

Further, Landlord reserves the right to sever the ownership of or title to the various sections of the Shopping Center and/or to place separate mortgages on said sections, in which case the rights of Tenant will be preserved by a written declaration, to be executed by the Landlord and any mortgages and duly recorded, creating mutual, reciprocal and interdependent rights to use the parking and other Common Areas and the utilities and facilities needed for the full use and enjoyment of the Premises by Tenant and without impairing any of the duties and obligations of Landlord to the Tenant under this Lease. Tenant covenants to execute from time to time such instruments reasonably required by Landlord and/or its mortgagee to effectuate the provisions of this clause.

27. TENANT'S ESTOPPEL CERTIFICATE

Tenant agrees, at any time within ten (10) days of Landlord's written request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord or Landlord's current or proposed mortgagor and reasonably acceptable to Tenant, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), and the dates to which the Base Rent and other charges have been paid in advance, if any, or whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms or conditions hereof upon the part of Tenant to be performed or complied with (and, if so, specifying the same), it being intended that any such statement delivered pursuant to this clause may be relied upon by any prospective purchaser or mortgagee of the Shopping Center or any part thereof.

28. SUBORDINATION

The Landlord reserves the right and privilege to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the Premises and on the land and buildings of which the Premises are a part, or upon any buildings hereafter placed upon the land of which the Premises are a part, and to any and all advances to be made under such mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof, provided that the beneficiary of such mortgage agrees not to disturb Tenant's rights under this Lease in the event of a foreclosure of such mortgage so long as no Event of Default by Tenant exists hereunder.

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 the Landlord and any mortgagees or proposed mortgagees. Tenant shall in the event of the sale or assignment of Landlord's interest in the Shopping Center, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Shopping Center, attorn to and recognize such purchaser or mortgagee as landlord under this Lease, and in any such events, Landlord named herein shall not thereafter be liable on this Lease.

If the holder of record of any mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of a mortgage and that such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to the holder of such first mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord as hereinabove provided, and agrees that the holder of record of such mortgage shall have the right, within the same notice and cure period(s) set forth in this Lease for Landlord, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

29. CHANGE IN LAWS. In the event Tenant is prohibited by any federal, state or local statute, ordinance, or regulation from using the Premises for the Permitted Use, Tenant shall have the right to approach Landlord with request to find a replacement tenant subject to the following terms and conditions:

- (a) Tenant shall give Landlord One hundred and Eighty (180) days prior written notice
- (b) Termination of this Lease shall be effective one hundred eighty (180) days after Landlord's receipt of Tenant's written Notice (the "**Termination Date**"); provided, however, that Tenant shall pay to Landlord (a) all sums due and owing by Tenant to Landlord up to and including the Termination Date, (b) the unamortized portion of all leasing commissions paid by

Landlord, amortized on a straight line basis over the initial five (5) year term, and (c) an amount equal to six (6) months of Base Rent payable at the rate in effect as of the Termination Date, within fifteen (15) days after said sums are demanded by Landlord. Any sums which have not been exactly determined by Landlord as of the Termination Date shall be paid by Tenant to Landlord within fifteen (15) days after receipt by Tenant of a statement for said sums. The obligation of Tenant to pay any and all such sums owed through the Termination Date, shall survive the termination of this Lease. If this Lease shall be terminated on any day other than the last day of any calendar month, all Base Rent, Additional Rent and any and all other charges due Landlord under the terms of this Lease for the month in which the Lease terminates shall be prorated on a per diem basis, based on the number of days in the calendar month in which the Lease terminates.

30. PAYMENT OF WORK

Tenant covenants and agrees that it, without cost or expense to Landlord, promptly shall pay or cause to be paid, all persons and entities for all work contracted by Tenant to be performed and materials supplied in improving the Premises. Tenant further covenants and agrees that no such person or entity shall file a lien of any kind whatsoever or any certificate, affidavit, notice of intention or after statement relative thereto, on or against the Premises, the Shopping Center, or any part thereof or interest therein. Tenant hereby undertakes to indemnify, defend and hold harmless the Landlord against and from any and all reasonable costs and expenses incurred, including, without limitation, court costs and reasonable attorneys' fees, and any and all claims, demands, liability, loss or damage suffered by Landlord in connection with any such person's or entity's filing any such lien or asserting any right to receive any such payment, whether rightfully or wrongfully filed or asserted. Additionally, in the event a lien is filed by any such person or entity, Tenant shall bond against or otherwise cause to be discharged said lien within twenty (20) days after the recording of such lien. If Tenant fails to comply with the foregoing provisions, Landlord is hereby granted the right, but not the obligation, to bond against or otherwise discharge any such lien and, if Landlord exercises this right, Tenant promptly shall reimburse Landlord upon thirty (30) days written notice for any and all costs and expenses incurred, including, without limitation, court costs and reasonable attorneys, fees, in connection therewith, including interest thereon at the Default Rate.

In the event the Tenant is performing any construction in the Premises which is subject to a lien by any such person or entity and the law of the state in which the Premises are located provides for the filing of a lien waiver or no-lien stipulation which would prevent a lien from being filed by any such person or entity, then the Tenant agrees to execute a lien waiver or no-lien stipulation and furnish it to Landlord to be filed in the proper recording office of the appropriate political subdivision.

31. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, fire, pandemic or epidemic (including, but not limited to, COVID-19), or acts of God, or by reason of any cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, if any such events delays the Commencement Date by more than ninety (90) days, Landlord may, at its sole option, terminate this Lease by providing written notice to Tenant of such event (such termination right only to be applicable prior to the Commencement Date). The provisions of this clause shall not operate to excuse Tenant from prompt payment of Base Rent, or Additional Rent or any other payments required by the terms of this Lease.

32. RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

33. TENANT DEFINED

The word “**Tenant**” shall be deemed and taken to mean each and every person or entity, be the same one or more, that is mentioned as the Tenant herein or that assumes the rights and obligations of Tenant pursuant to and subject to the provisions of this Lease regarding Assignment and Subletting. If at any time the word “**Tenant**” shall include more than one person or entity, the obligations of all such persons or entities shall be joint and several, and any notice required or permitted by the terms of this Lease may be given by or to any one of them and shall have the same force and effect as if given by or to all of them. All appropriate grammatical changes shall in all instances be assumed as though in as though in each case fully expressed where required to make the provisions of this Lease apply in the plural sense where there is more than one Tenant and apply to either a corporation, a partnership an association, or a male or female individual, or any combination of the foregoing.

34. EXONERATION OF INDIVIDUALS; LIMITATION OF LANDLORD LIABILITY

The Landlord or any successor in interest that may be an individual, joint venture, tenancy in common, firm or partnership, general or limited, shall not be subject to personal liability on such individual or on the members of such joint venture, tenancy in common, firm or partnership in respect to any of the covenants or conditions of this Lease. The Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of the remedies of the Tenant in the event of a breach by the Landlord. It is mutually agreed that this clause is and shall be considered an integral part of the aforesaid Lease.

35. NO THIRD-PARTY RIGHTS

The rights and obligations arising under this Lease are personal between Landlord and Tenant and their respective successors and assigns and such rights and obligations shall not be enforceable by any third party, except for any mortgagee of Landlord. Furthermore, Tenant recognizes that it has no third-party rights arising out of any agreement between Landlord and any other party other than Tenant regardless of any benefits accruing to Tenant by virtue of the terms of such agreement.

36. BROKER

Each party represents to the other that the transaction contemplated by this Lease has not been procured, instigated, or caused, nor have any services been rendered, by a broker, real estate salesperson, or other person, who has either been engaged by the party or who might, may or shall claim a commission fee with respect to the same, except for Kohr Royer Griffith and Aleron Commercial, LLC (the “**Brokers**”), Landlord shall pay the fee of the Brokers pursuant to separate agreement. Landlord and Tenant each agree to indemnify, defend and hold the other harmless against any claims for brokerage commission arising out of any conversations or negotiations had with any other broker.

37. NOTICES AND PAYMENTS

Unless specifically stated to the contrary in this lease, any notice, request, demand, consent, approval, waiver or other communication, hereinafter individually and collectively “notice”, which may be or is required to be given by Landlord or Tenant under this Lease or by law to the other party shall be in writing and shall be either personally delivered to the party or shall be sent by: (i) registered or certified mail, postage paid by sender, return receipt requested; (ii) overnight courier service; or (iii) via hand delivery. Said notice shall be deemed received upon the earlier of delivery or refusal of delivery. Notices may be signed by the attorneys for the party on whose behalf the notice is sent. Notices shall be sent to the parties to the following address, as may be updated by written notice:

Tenant at: 8211 Town Center Drive
Baltimore, MD 21236
Attention: VP of Facilities Management
Email: leasing@marinerfinance.com

Landlord at: 2740 LG Road LLC
6585 Lockhart Lane
Dublin, Ohio 43017

With Copy to: Onda, LaBuhn, Rankin & Boggs Co., LPA
Attn: Todd A. Ernsberger, Esq.
35 North Fourth Street, Suite 100
Columbus, Ohio 43215

All payments required under this Lease are to be paid in legal tender and lawful money of the United States or the equivalent. All payments required under this Lease to be paid to Landlord (other than by ACH payment) shall be delivered to Landlord, in its name, at 6585 Lockhart Lane, Dublin OH 43017 or to such other address as Landlord may designate by written notice. Payments shall be deemed delivered when same are actually received by Landlord.

Notice of change of address shall be given promptly by written notice in any method described in the first paragraph of this Section 37. In the event any notice, invoice, statement, or bill is rejected, refused, returned, or otherwise not received as a result of failure to give adequate notice of changed address, the notice, invoice, statement, or bill shall nevertheless be deemed received. Notwithstanding anything set forth herein to the contrary, all notices can be sent by email, provided that if such notice is a default notice, it must also be sent by a recognized overnight delivery service or by registered or certified mail, return receipt requested, postage prepaid.

38. GOVERNING LAW: JURY TRIAL WAIVER

This Lease shall be governed by and construed in accordance with the applicable laws of the State of Ohio. Landlord and Tenant hereby agree to submit any and all disputes arising out of this Lease to the jurisdiction and venue of the Court of Common Pleas of Franklin County, Ohio. Landlord and Tenant hereby waive the right to any jury trial in any action, proceeding or counterclaim in connection with this Lease brought by either party against the other party.

39. CAPTIONS AND SECTION NUMBERS

The captions, section numbers and article numbers appearing in this Lease are inserted only as a

matter of convenience and in no way define, limit or describe the scope or intent of such sections or this Lease nor in any way affect this Lease.

40. INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

41. PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant but has reference only to those instances in which Landlord may have given written consent to a particular assignment. Transfer of Landlord's ownership shall not result in an increase in any charges or cost provided for in this Lease, nor shall such sale or conveyance affect any of the terms, conditions or covenants of this Lease as it pertains to Tenant's rights.

42. AUTHORITY TO EXECUTE: COUNTERPARTS: RECORDING.

Landlord and Tenant each represent and warrant to the other that this Lease has been duly authorized, executed and delivered by such party and, upon execution by such party, constitutes the legal, valid and binding obligation of such party enforceable in accordance with its terms. This Lease may be executed in several counterparts and all such executed counterparts shall constitute a single agreement. Neither this Lease nor any memorandum of the same shall be recorded without the consent of Landlord, which may be withheld in Landlord's reasonable discretion.

43. HAZARDOUS MATERIALS.

43.1 Tenant shall not cause or permit any Hazardous Materials (as defined herein) to be upon, about, a part of, or beneath the Premises, the Shopping Center, or adjacent property, except Tenant may, subject to the other sections of this clause, (i) sell a product which is a Hazardous Material provided such is a use permitted by Section 7.1 of this Lease, or (ii) use a cleaning products or office supplies and material which is a Hazardous Material provided such is required for Tenant's use permitted by Section 7.1.

43.2 Tenant shall, at its sole cost and expense, promptly take all actions to comply fully with all present and future federal, state, or local laws, ordinances, regulations, or governmental policies concerning Hazardous Material (whether directed to Landlord or Tenant, or both), all actions to enable Landlord to use and lease the Premises free of Hazardous Material, and all actions to enable Landlord to make full economic use of the Shopping Center and any adjacent property free of any Hazardous Material caused or permitted by Tenant to be there ("**Corrective Actions**"). Corrective Actions include, without limitation, the investigation of the environmental condition, the preparation and delivery of any notices, studies, or reports, and the performance of any cleanup, disposal, removal, remedial, or restoration work. When any Corrective Actions affect the condition of any area in the Premises or elsewhere, even in the absence of Hazardous Material, Tenant shall, at Tenant's sole cost and expense, take the further action of

putting the affected area in a condition (without Hazardous Material) that is as good as or better than the condition the area was in or required to be in before taking any Corrective Actions, whichever is better in Landlord's opinion, despite any lower standard allowable under any regulations, or applicable federal, state, or local laws, ordinances, governmental policies. Tenant shall obtain Landlord's written consent before taking any actions, which consent Landlord shall not withhold unreasonably. In the event of any communication between Tenant and any governmental authorities concerning Hazardous Materials upon, about, as a part of, above, or beneath the Premises the Shopping Center, or any adjacent property, Tenant shall promptly send Landlord copies of all such notices and correspondence and promptly inform Landlord fully of all other such communications. Landlord shall indemnify Tenant for cost and claims resulting from the existence of Hazardous Material to the extent the presence of such Hazardous Material existed prior to the Delivery Date and the same were not introduced upon the Premises by or on behalf of Tenant.

43.3 **"Hazardous Material"** means any material or substance: (i) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response Compensation and Liability Act: (42 U.S.C. Section 9601 et seq.) and amendments thereto and regulations promulgated thereunder; (ii) defined as a "hazardous waste, pursuant to the Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.) and amendments thereto and regulations promulgated thereunder; (iii) containing gasoline, oil, diesel fuel or other petroleum products; (iv) containing polychlorinated biphenyl's (PCBs); (v) containing asbestos; (vi) which is radioactive; (vii) the presence of which requires investigation or remediation by any federal, state, or local authority; (viii) which is or becomes defined as hazardous by any federal, state, or local authority; (ix) which is toxic, explosive, corrosive or otherwise hazardous and is or becomes regulated by any federal, state, or local authority; (x) which causes a nuisance; or (xi) which causes waste upon or to the Shopping Center.

43.4 Tenant's obligations under this clause shall survive the expiration or earlier termination or cancellation of this Lease.

44. ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises or the Shopping Center, and there are no covenants, promises, agreements, conditions, inducements or understandings, either oral or written, between them other than 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 them.

45. WAIVER

The failure of Landlord or Tenant, as the case may be, to complain of any act or omission on the part of the other, no matter how long the same may continue, shall not be deemed to be a waiver of any rights hereunder. Failure of Landlord or Tenant to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but Landlord or Tenant shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. No waiver by Landlord or Tenant at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the or any other provision.

46. SALE BY LANDLORD

If Landlord sells or conveys its interest in the Premises, thereafter the transferring Landlord shall

be relieved of any liability to Tenant under this Lease accruing after the date of such sale or transfer (Landlord remains liable for all pre-sale obligations/liabilities) and Tenant shall look solely to the new owner or owners for performance of the Landlord's obligations hereunder, accruing after the date of sale or transfer, provided that such new owner or owners acknowledge, in writing, Tenant's rights hereunder. Landlord shall assign any Tenant security deposit, if any, to any such purchaser.

47. RULES AND REGULATIONS

Tenant's use of the Premises and the Shopping Center shall be subject at all times during this Lease to reasonable rules and regulations adopted by Landlord not in conflict with any of the express provisions hereof governing the use of the parking areas, walks, driveways, passageways, signs, exteriors of building, lighting and other matters affecting other Tenants in, and the general management and appearance of, the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Landlord shall use reasonable efforts to enforce such rules and regulations in a uniform and non-discriminatory manner. To the extent such rules and regulations conflict with the body of this Lease, the body of this Lease shall control and prevail.

48. TIME.

Time is of the essence of this Lease.

49. NON-DISTURBANCE FROM OTHER TENANTS. Landlord shall use reasonable efforts to (a) prevent the use by any other tenant of any apparatus for sound and/or light reproduction or transmission including loudspeakers, phonographs, radios or televisions, or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible in the Premises; (b) prevent any other tenant from conducting or permitting any activities that might constitute a nuisance, or which are prurient or otherwise not generally considered appropriate in accordance with standards of operation for the Shopping Center established by Landlord; (c) cause all other tenants to keep all mechanical apparatus free of vibration and noise which may be transmitted into the confines of the Premises; and (d) prevent any other tenants from causing strong, unusual, offensive or objectionable sound, sights, odors, fumes, dust or vapors to emanate or be dispelled into the Premises.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be signed upon the day and year first above written.

LANDLORD:

2740 LG Road LLC

By: _____
Sunint Singh, Managing Member

TENANT:

Mariner Finance, LLC

By: _____

Name: _____

Its: _____

STATE OF OHIO
COUNTY OF _____; SS

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public n and for said State, duly commissioned and sworn, personally appeared Sunint Singh, known to me to be the Managing Member of 2740LG Road LLC, an Ohio limited liability company, who acknowledged that he executed the foregoing instrument and that the same is his free act and deed. No oath or affirmation was administered upon the signer. This is an acknowledgement certificate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

STATE OF MARYLAND
COUNTY OF _____, ss:

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public n and for said State, duly commissioned and sworn, personally appeared _____, known to be to be the _____ of Mariner Finance, LLC, a Maryland limited liability company, who acknowledged that they executed the foregoing instrument and that the same is their free act and deed. No oath or affirmation was administered upon the signer. This is an acknowledgement certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT A

Site Plan – Phase II

EXHIBIT A-1

Legal Description

CEA	CIVIL ENGINEERING	9019
	ASSOCIATES	Antares Avenue Columbus, Ohio 43240 Tel. 614.433.9018 Fax 614.433.9513
3.905 Acres		

(continued)

TOGETHER WITH those rights granted under the Easements created as appurtenant to and/or for the benefit of the insured premises pursuant to those certain Easements for Sanitary Sewer and Storm Sewer, granted unto THE GROVES AT 665, LTD., appearing of record in Instrument No. 199809300248954, Instrument No. 199809300248955, and Instrument No. 199809300248956, Recorder's Office, Franklin County, Ohio.

TOGETHER WITH those rights granted under the Easements created as appurtenant to and/or for the benefit of the insured premises pursuant to those certain Deed of Easement (Sanitary Sewer, Storm Water and Private Drive), granted unto THE NEUENFORD COMPANY, LLC, appearing of record in Instrument No. 200606300128611, Instrument No. 200606300128612 and Instrument No. 200606300128614, Recorder's Office, Franklin County, Ohio.

Thence crossing said 26.1977 acre tract with the following three courses:

- 1) North 04°32'00" East, a distance of 154.99 feet to an iron pipe set with a cap;
- 2) North 44°32'00" East, a distance of 148.37 feet to a iron pipe set with a cap;
- 3) South 83°28'02" East, to a point on the easterly property line of said 26.1977 acre tract (26.2199 acres calculated) and the westerly property line of a 5.127 acre tract as conveyed to Buckeye Boys Ranch, Inc. of record in ORV26690112, a distance of 542.16 feet to an iron pipe set with a cap;

Thence South 00°52'10" West with the easterly property line of said 26.1977 acre tract (26.2199 calculated) a distance of 63.18 feet to an iron pipe found at the northeasterly corner of said 1.00 acre tract;

Thence South 00°49'32" West with the easterly property line of said 1.00 acre tract, a distance of 209.98 feet to an iron pipe set with a cap;

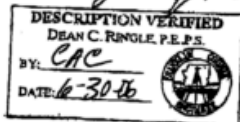
Thence North 83°28'02" West with a line 50.00 feet northerly and parallel with the centerline of said London-Groveport Road (State Route 665, passing the westerly property line of said 1.00 acre tract at 174.16 feet), a distance of 655.22 feet to the true point of beginning and containing 3.905 acres more or less, of which 1.608 acres is in Virginia Military Survey Number 6115, and 2.297 acres is in Virginia Military Survey Number 1434.

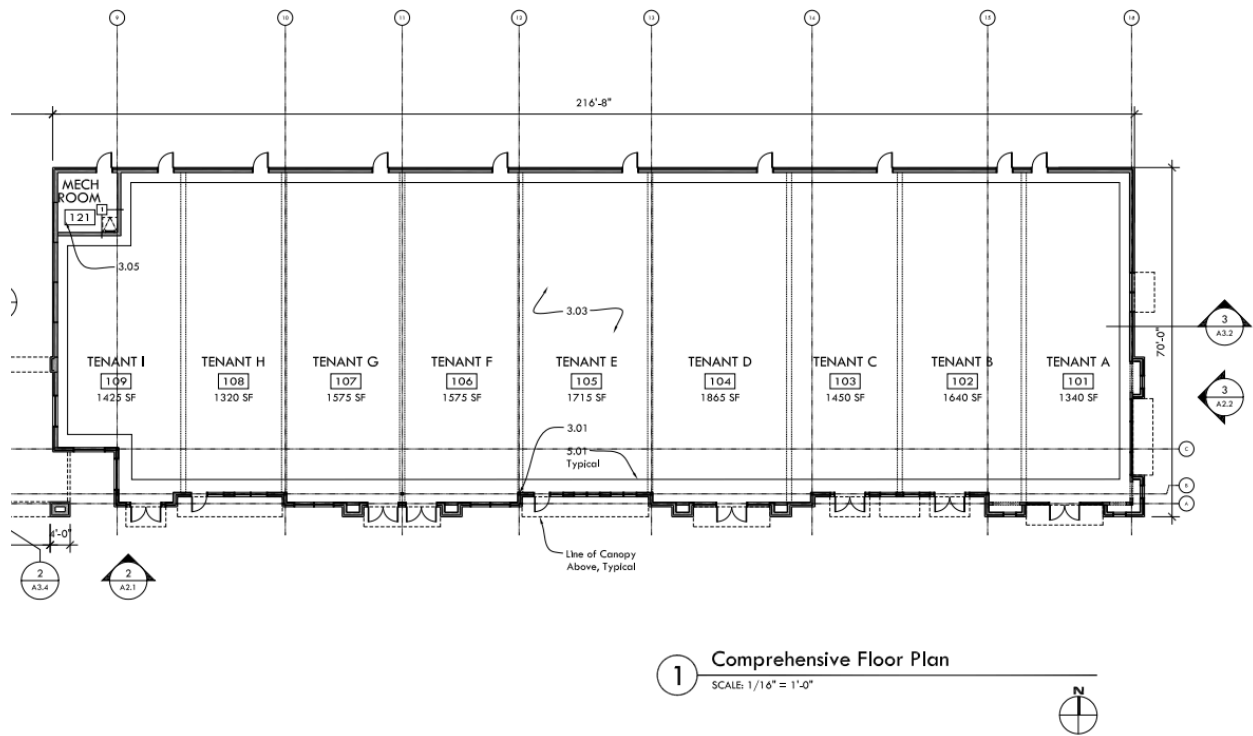
This description was prepared by Civil Engineering Associates, Inc., Columbus, Ohio from an actual field survey. The basis of bearing is North 83°28'02" West for the centerline of London-Groveport Road (State Route 665).



D-33-J
ALL OF
(040)
8054

Maynard H. Thompson
Maynard H. Thompson, P.S.#7128





Space shown as 103

EXHIBIT B

Landlord's Work

Landlord shall deliver the Premises to Tenant with (i) a working HVAC system (ii) the electric and plumbing, including outlets and light fixtures shall be in good working order, (iii) the roof water tight and free from leaks, (iv) the Premises shall be free of latent defects, and (v) the Premises broom clean and free of the prior tenants' fixtures.

EXHIBIT C

Tenant's Work – Plans and Specifications

EXHIBIT C
TENANT'S PROTOTYPE PLANS

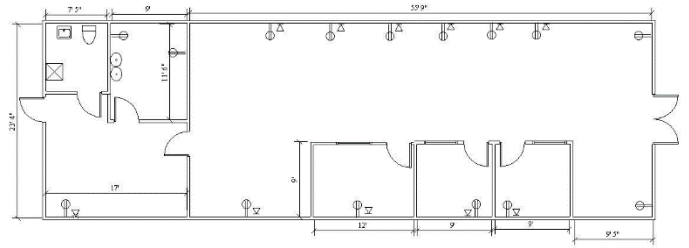
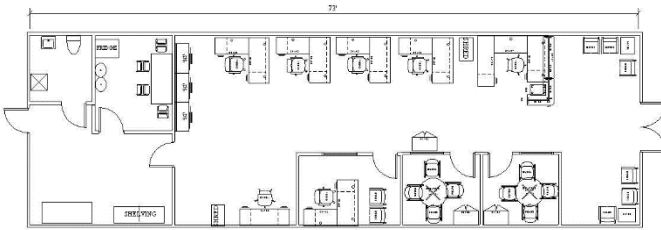


EXHIBIT D

Prohibited Uses and Other Tenant Exclusions

Tenant shall not:

- Operate a: “Diner Restaurant” defined as: a restaurant serving breakfast and lunch, at any time between 6 AM to 2:00 pm at tables having covers, placemats, napkins and utensils, through the use of waiters or waitresses. Unless the operations are substantially consistent with the definition above, Diner Restaurant shall not include other forms of food service or restaurant operations, which may include, but is not limited to, fast-food restaurants, sandwich or donut shops, coffee houses, pizza parlors and/or carry-out operations.
- Engage or allow any haircutting services of any kind.
- Operate an insurance agency.
- Tenants occupying less than 3,000 sq. ft. may not specialize in sub sandwiches for on or off premises consumption.
- Operate a business as a jeweler and/or a seller or buyer of gold.
- Sell pets and/or pet-related services.
- Engage in tax preparation, tax audit assistance, electronic tax return filing, tax refund transfers, and/or tax refund anticipation loans.
- Operate an ATM or a brick and mortar retail banking branch on the Property
- Operate a: “Greek Restaurant”
- Operate a: “Hiabchi/Teppenyaki” Japanese Grill/Steakhouse Restaurant”