

Pima County Clerk of the Board

Robin Brigode

Mary Jo Furphy
Deputy Clerk

Administration Division
130 W. Congress, 5th Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Document and Micrographics Mgt. Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 351-8456

July 25, 2013

Mr. Jeffrey Stuart Bridge
J&J It's Greek To Me
9420 E. Margo Lane
Tucson, AZ 85749

RE: Pima County Liquor License No.: 13-11-9153
d.b.a. J&J It's Greek To Me

Dear Mr. Bridge:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 12, Restaurant, which was received in our office on June 25, 2013. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, August 6, 2013, at 9:00 a.m. or thereafter, at the following location:

Pima County Administration Building
Board of Supervisors Hearing Room
130 W. Congress, 1st Floor
Tucson, AZ 85701

Should you have any questions pertaining to this matter, please contact this office at (520)724-8449.

Sincerely,

Mary Jo Furphy, Deputy

Robin Brigode
Clerk of the Board

Enclosure

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
 Phoenix AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

6175
 Row

AFFIDAVIT OF POSTING

Date of Posting: 6/28/2013 Date of Posting Removal: 7/18/13

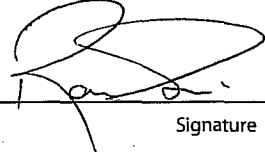
Applicant Name: J&J It's Greek To Me
Bridge Jeffrey Stuart
Last First Middle

Business Address: 15920 N. Oracle Road, Suite 190 Tucson, AZ 85739
Street City Zip

License #: 13-11-9153
12104246

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

R. GRENIER #6175 PCSD 351-6000
Print Name of City/County Official Title Telephone #

 7/18/13
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

JUL 23 13 PM 02:54 PC CLK OF BI



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TO: Pima County Sheriff's Department
Investigative Support Unit

FROM: Maria Buenamea, Office Manager *MTK*

DATE: June 25, 2013

RE: Sheriff's Report - Application for Liquor License

Attached is the application of:

Jeffrey Stuart Bridge
d.b.a. J&J It's Greek To Me
15920 N. Oracle Road, Suite 190
Tucson, AZ 85739

Pima County Liquor License No. 13-11-9153
Series 12, Restaurant
New License X
Person Transfer
Location Transfer

SHERIFF'S REPORT

DATE: 7/22/13

Is there any reason this application should not be recommended for approval?

AK

[Signature] *866*
Investigative Support Unit Supervisor

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

13-11-9153

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- ☐ MORE THAN ONE LICENSE
☒ INTERIM PERMIT *Complete Section 5*
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*
☐ INDIVIDUAL *Complete Section 6*
☐ PARTNERSHIP *Complete Section 6*
☐ CORPORATION *Complete Section 7*
☒ LIMITED LIABILITY CO. *Complete Section 7*
☐ CLUB *Complete Section 8*
☐ GOVERNMENT *Complete Section 10*
☐ TRUST *Complete Section 6*
☐ OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): Series 12 Restaurant

2. Total fees attached:

Department Use Only
\$ 244.00

12104246

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: ☒ Mr. Bridge Jeffrey Stuart
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: Big Nose Foods LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: J & J It's Greek To Me
(Exactly as it appears on the exterior of premises)
4. Principal Street Location 15920 North Oracle Road Suite 120 Tucson Pima 85739
(Do not use PO Box Number) City County Zip
5. Business Phone: (520) 825-4199 Daytime Phone: (520) 971-8544 Email: bignosefoods@gmail.com
6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO
7. Mailing Address: 9420 E. Margo Lane Tucson Arizona 85749
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type _____ \$ _____ Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 100.00 100.00 44.00 244.00
Application Interim Permit Site Inspection Finger Prints \$ TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: JB Date: 06-21-13 Lic. # 12104246

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12104077
4. Is the license currently in use? ☒ YES ☐ NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

1. Georgios Varnasidis
(Print full name)
I declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

x Timpas Bapvocias
(Signature)
My commission expires on: 3/8/16

State of AZ County of pima
The foregoing instrument was acknowledged before me this
21 day of June, 2013
Day Month Year

Sarah A. Ramirez
(Signature of NOTARY PUBLIC)



SECTION 6 Individual or Partnership Ownership:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I 1

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☐ NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE

License 12104077

Issue Date: 12/13/2010

Expiration Date: 9/30/2013

Issued To:

GEORGIOS VARNASIDIS, Agent
ATHENS IT'S GREEK TO ME LLC, Owner

Restaurant

Mailing Address:

GEORGIOS VARNASIDIS
ATHENS IT'S GREEK TO ME LLC
ATHENS IT'S GREEK TO ME
500 N 4TH AVE #6
TUCSON, AZ 85705

Location:

ATHENS IT'S GREEK TO ME
15920 N ORACLE RD #120
TUCSON, AZ 85739



EXP

9/30/2013

POST THIS LICENSE IN A CONSPICUOUS PLACE

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

☐ CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.☒ L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.1. Name of Corporation/L.L.C.: Big Nose Foods LLC
(Exactly as it appears on Articles of Incorporation or Articles of Organization)2. Date Incorporated/Organized: 4/9/2013 State where Incorporated/Organized: Arizona

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: L-18378657 Date authorized to do business in AZ: 4/12/20135. Is Corp./L.L.C. Non-profit? ☐ YES ☒ NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip
Bridge	Jeffrey	Stuart	Member	9420 E Margo Lane	Tucson,	AZ	85749
PA-STORE	JAMES	WILLIAM	Member	60159 E VERDE VISTA CT	TUCSON	AZ	85739

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip
Bridge	Jeffrey	Stuart	50	9420 E Margo Lane	Tucson,	AZ	85749
PASTORE	JAMES	WILLIAM	50	60159 E VERDE VISTA CT	TUCSON	AZ	85739

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)2. Is club non-profit? ☐ YES ☐ NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
 2. Assignee's Name: _____
Last First Middle
 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.
-

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, _____, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

a) Restaurant license (§ 4-205.02)

b) Hotel/motel license (§ 4-205.01)

c) Government license (§ 4-205.03)

d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: _____ ft. Name of school N/A
Address _____ City, State, Zip _____
2. Distance to nearest church: _____ ft. Name of church N/A
Address _____ City, State, Zip _____

3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)

4. If the premises is leased give lessors: Name Moli, LLC c/o Southwest/Long Commercial Management
Address 2900 E Broadway Blvd Suite 116 Tucson, Arizona 85716
City, State, Zip _____

4a. Monthly rental/lease rate \$ \$2,598.27 What is the remaining length of the lease 5 yrs. 0 mos.4b. What is the penalty if the lease is not fulfilled? \$ N/A or other _____
(give details - attach additional sheet if necessary)5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 125,000

Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Bank of Tucson			62,500	4400 E. Broadway	Tucson, Arizona	85711
Athens on Fourth Avenue, LLC			62,500	500 North 4th Avenue	Tucson, Arizona	85705

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Restaurant

CATALINA POINTE SHOPPING CENTER RESTAURANT LEASE

This "Lease" is made and entered into as of the 1st day of July, 2013 (the "**Effective Date**") by and between Moli, LLC, an Arizona limited liability company ("**Landlord**"), and Big Nose Foods LLC, an Arizona limited liability company doing business as "J&J It's Greek to Me" (the "**Tenant**"). All exhibits referred to in this Lease are incorporated into this Lease and shall be deemed to be a part of this Lease.

ARTICLE 1: FUNDAMENTAL LEASE PROVISIONS

1. **FUNDAMENTAL LEASE PROVISIONS.** Certain Fundamental Lease Provisions are presented in this Section and represent the agreement of the parties hereto and are hereby incorporated into this Lease, subject to further definition and elaboration in the respective referenced Sections and elsewhere in this Lease. Each reference in this lease to any of the Fundamental Lease Provisions contained below shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision (references contained in said Fundamental Lease Provisions to Articles and Sections of this Lease are intended to be informative and provide convenient references only and not intended to limit any of the provisions of this Lease). If there is any conflict between any of the Fundamental Lease Provisions and any other provisions of this Lease, the latter shall control:

Shopping Center: Catalina Pointe Shopping Center

Tenant's Trade Name (§4.1): " J&J It's Greek to Me "

Permitted Use (§4.1): The Premises shall be used solely for the purpose of a full service sit-down restaurant serving Greek/Seafood cuisine.

Address of Premises: 15920 N. Oracle Road, Suite 120
Tucson, Arizona 85739

Premises' Square Footage (§2): The Premises shall be deemed to consist of Two Thousand and Eighty (2,080) square feet of leaseable area

Shopping Center Leaseable Area: Approximately Twenty-One Thousand Eight Hundred and Seventy-Two (21,872) square feet

Term (§3.1): Five (5) Full Lease Years (Commencing on July 1, 2013 and expiring June 30, 2018)

Extension Term (§3.1): One (1) Extension Term containing Five (5) Lease Years

Rent Commencement Date (§3.1): The Effective Date

Base Rent Schedule (§5.2): *[Rent amounts to be initially equal to current tenant, with annual increases of 5% through initial term]*

Lease Year	\$/Square Foot	(Monthly) Base Rent	Minimum (Annual) Rent
1	\$14.99	\$2,598.27	\$31,179.20
2	\$15.74	\$2,728.27	\$32,739.20
3	\$16.53	\$2,865.20	\$34,382.40
4	\$17.35	\$3,007.33	\$36,088.00
5	\$18.22	\$3,158.13	\$37,897.00

Extension Term Base Rent Schedule (§5.2):

Lease Year	\$/Square Foot	(Monthly) Base Rent	Minimum (Annual) Rent
6	\$19.13	\$3,315.87	\$39,790.40
7	\$20.09	\$3,482.27	\$41,787.20
8	\$21.09	\$3,655.60	\$43,867.20
9	\$22.15	\$3,839.33	\$46,072.00
10	\$23.25	\$4,030.00	\$48,360.00

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Security Deposit (§6.1):

Two (2) months' Base Rent (using the monthly base rent for the first year)
plus commercial rental tax. Total deposit = \$5,222.54



Notice Addresses (§18.7):

LANDLORD:

Moli, LLC
c/o Southwest/Long Commercial Management
Attn: Lynn Kastella, RPA
Designated Broker
2900 E. Broadway Blvd., Suite 116
Tucson, AZ 85716
Telephone No.: 520.290.4500
Facsimile No.: 520.290.4122

with copy to:

Ronald N. Hatcher, Jr., Esq.
Hatcher Law, PLLC
6081 W. Lone Cactus Drive
Glendale, AZ 85308
Telephone No.: 520.425.3355

TENANT:

J&J It's Greek to Me
Attn: Jeffrey Bridge and James Pastore
15920 N. Oracle Road, Suite 120
Tucson, Arizona 85739
Telephone No.: 520.825.4199
Facsimile No.: N/A

Guarantor (Section 18.25):

Landlord's & Tenant's Brokers (§18.23): NONE

The following Exhibits are attached hereto and hereby made a part of this Lease:

EXHIBIT A	Shopping Center Site Plan
EXHIBIT B	Intentionally Deleted
EXHIBIT B-1	Tenant's Work
EXHIBIT C	Tenant's Certificate
EXHIBIT D	Intentionally Deleted
EXHIBIT E	Shopping Center Sign Criteria
EXHIBIT F	Shopping Center Rules and Regulations
EXHIBIT G	Intentionally Deleted

ARTICLE 2: PREMISES

2. PREMISES.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon all terms, covenants and conditions set forth in this Lease, those certain premises designated in the Fundamental Lease Provisions and generally depicted by cross-hatching on the Shopping Center Site Plan attached hereto as Exhibit A (the "Premises"). The Premises

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shall not include, and Landlord hereby reserves use of and Tenant shall have no rights with respect to, the land beneath the Premises or any improvements below floor slab level or above the interior surface of the ceiling of the Premises or on the exterior walls of the Premises (except as may be expressly provided herein). The Parties hereto agree and acknowledge that Tenant is accepting the Premises in its AS IS condition and Landlord is under no obligation to make any alterations or perform any work to the Premises or any other portion of the Shopping Center. All work in the Premises necessary or desirable for use of the Premises for the Permitted Use (as identified in the Fundamental Lease Provisions) shall be performed by Tenant at its own cost and expense including, without limitation, such items as are described as Tenant's Work on Exhibit B-1 subject to Landlord's prior written approval and in accordance with the provisions of this Lease ("*Tenant's Work*").

(b) The use and occupancy by Tenant of the Premises shall include the non-exclusive right to use, in common with other entitled thereto, the Common Area (as defined in Section 7.4) parking lots, streets, driveways, sidewalks, and other facilities shown on Exhibit A, and such other Common Areas as may be designated from time-to-time by Landlord subject, however, to the terms and conditions of this Lease and such rules and regulations for the Shopping Center as Landlord may from time-to-time establish.

(c) The parties acknowledge that Landlord may elect, in its sole and absolute discretion, to remodel the exterior façade of the buildings comprising the Shopping Center at any time during the Term (the "*Remodel*"). Nothing herein shall be deemed an obligation by Landlord to Remodel the Shopping Center. Tenant shall have no approval rights over, and may not object to, the Remodel, nor shall Tenant have any claim against Landlord for Landlord's failure to Remodel the Shopping Center.

(d) In connection with any construction, excavation or other building operations related to the changes in the Shopping Center referred to in this Lease including, but not limited, those activities contemplated by Section 2(c) above, Landlord, its agents, employees and contractors shall have the right of access to enter the Premises and to strengthen, add to or shore the foundations, walls, columns or supporting members thereof, and to erect scaffolding and/or protective barricades around and about the Premises (but not so as to preclude entry thereto) and to do any act or thing necessary for the safety or preservation of the Premises, and Landlord shall use its reasonable efforts to complete all construction in the Premises as promptly as possible (considering the nature and extent of the construction and subject to prudent construction practices). Tenant's obligations under this Lease shall not be affected by any such changes, construction, excavation or other building operations, and, so long as Landlord acts reasonably, Landlord shall not be liable in any case for any inconvenience, disturbance, loss of business or any other annoyance arising therefrom. Any action taken by Landlord under this Section 2(d) shall not adversely affect Tenant's use and enjoyment of the Premises.

ARTICLE 3: TERM; RENT COMMENCEMENT

3.1 TERM.

(a) The "*Term*" of this Lease means, inclusively, the Preliminary Term (as defined below), if any, and the Term (as identified in the Fundamental Lease Provisions) and any extension, renewal or holder of the Term which is consented to in writing by Landlord. The term "Preliminary Term", if any, means the period beginning as of the Effective Date and, unless sooner terminated as herein provided, continuing thereafter through the day immediately prior to the Rent Commencement Date. The "*Term*" means the period beginning as of the Rent Commencement Date and, subject to the terms and conditions of this Lease, ending on the expiration date set forth in the Fundamental Lease Provisions.

Should the Rent Commencement Date not occur on the first (1st) day of a calendar month, the Term shall begin on the first (1st) day of the next succeeding calendar month. In that event, Tenant shall pay Rent for the fractional month on a per diem basis (calculated on the basis of a thirty (30) day month) until the first (1st) day of the next full calendar month and thereafter Rent shall be paid as provided herein.

For all purposes of this Lease, the first "Lease Year" shall be the period that begins on the expiration of the Base Rent Abatement period set forth in the Fundamental Lease Provisions, including any partial calendar month in which the Rent Commencement Date occurs, and ends on the last day of the twelfth (12th) full calendar month after the Rent Commencement Date. After the first Lease Year, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months immediately following the preceding Lease Year except that the last Lease Year shall terminate on the date the Lease is terminated if other than on the last day of the Lease Year.

(b) Tenant shall have the option to extend the original Lease Term for one (1) period of five (5) additional years (twelve (12) consecutive-month periods) to begin immediately upon the expiration of the original Lease Term (without the necessity of executing a new lease therefor) and to run successfully thereafter and upon the same terms, provisions and conditions, except for the rental provisions hereinafter set forth, and except there shall be no additional options to extend; provided, however, Tenant's right to exercise any such option to extend hereunder shall, at the time of each and every exercise of such option, be subject to each of the following conditions: (i) that Tenant shall not ever have

been, nor then be, in default of performing any of Tenant's obligations under the Lease; (ii) that Tenant has not changed the Permitted Use during the Term nor shall Tenant change the Permitted Use during the renewal Term; (iii) that Tenant has during the Term, and during any previous renewal Term, continuously operated its business in the Premises in accordance with Section 4.2 of this Lease.

(c) The Base Rent payable during any applicable renewal term shall be as set forth in the Fundamental Lease Provisions. There shall be no abatement of Base Rent nor any tenant allowance paid during any renewal Term.

(d) Notice of exercise of any option to extend shall be in writing delivered to Landlord in accordance with the notice provisions of this Lease and shall be given not less than one hundred twenty (120) days prior to the expiration of the Term of this Lease (or the immediately-preceding renewal Term, if applicable, as the case may be).

~~3.2 — LANDLORD'S WORK; FAILURE TO GIVE POSSESSION; TENANT ALLOWANCE. Upon the Effective Date, Tenant shall accept the Premises. In no event shall Landlord be liable to Tenant in any manner whatsoever for any delay or failure in delivery of possession of the Premises. No such failure to give possession shall in any way affect or impair the validity of this Lease or the obligations of Tenant hereunder, nor shall the same be construed in any way to extend the Term of this Lease. If permission is given to Tenant to enter into possession of Premises or to occupy premises other than the Premises prior to delivery of Landlord's Notice, such occupancy shall be deemed to be under all the terms, covenants, conditions, provisions and agreements of this Lease, including without limitation Tenant hereby agreeing to pay Rent at the same rate as though the Term of this Lease had commenced. If delivery of possession of the Premises to Tenant shall not have occurred within two (2) years after the Effective Date of this Lease, then this Lease shall automatically terminate and become null and void without further notice and neither party shall have any liability or obligation to the other hereunder except for the return of any refundable deposit which has then been made. DELETED~~

INITIAL HERE
HWP
TMS

3.2 **HOLDING OVER.** Upon expiration or termination of this Lease, Tenant shall peaceably and quietly surrender the Premises (including all improvements except as otherwise provided in Article 11, broom-clean, in good order and condition (except for reasonable wear and tear or damage described in Articles 12 or 16, if applicable). Tenant shall reimburse Landlord for and indemnify Landlord against all damages incurred by Landlord from any delay by Tenant in vacating the Premises. If Tenant does not vacate the Premises as provided by this Lease, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy with the exception that the Base Rent ("Base Rent" is defined in Section 5.2 of this Lease) shall be increased on a monthly basis by one hundred percent (100%), without a corresponding increase in Tenant's Breakpoint, if applicable, and that Tenant shall provide not less than thirty (30) days written notice to Landlord prior to terminating its month-to-month tenancy.

3.3 **TENANT'S WORK.** Upon delivery of possession of the Premises, Tenant shall perform Tenant's Work described in Exhibit B-1, equip the Premises with all equipment, trade fixtures and inventory appropriate for the operation of Tenant's business, and open for business not later than ninety (90) days following the date of Landlord's Notice. Within ten (10) days after Landlord's request, Tenant shall execute and deliver to landlord a certificate in the form of Exhibit C, indicating thereon any exceptions thereto which may exist at that time. Tenant's failure to execute and deliver such certificate shall constitute an acceptance of the Premises and an acknowledgement by Tenant that the statements included in Exhibit C are true and correct without exception. In addition thereto, if Tenant fails to execute and deliver such statement to Landlord within said ten (10)-day period, a late charge of Two Hundred Dollars (\$200.00) per day shall be payable by Tenant upon demand for each day thereafter until such statement is delivered and such failure shall constitute a default hereunder; however, in no event shall Tenant's failure to timely execute and deliver such statement relieve Tenant of any of its obligations under this Lease. If requested, Tenant shall deliver similar certificates from time-to-time during the Term.

ARTICLE 4: USE

4.1 USE.

(a) Tenant shall use the Premises solely for the Permitted Use and under the Trade Name set forth in the Fundamental Lease provisions. Tenant shall not use or permit the Premises to be used for any other or expanded purpose or purposes or under any other trade name, and Tenant acknowledges that any other or expanded use may violate the exclusive use rights of other tenants of the Shopping Center. Tenant hereby warrants that it has the right to Tenant's Trade Name and that said use will not infringe in any way upon the rights of others. Tenant shall, at its expense, procure any and all governmental licenses and permits, including, without limitation, sign permits, required for the conduct of Tenant's business on the Premises and shall, at all times, comply with the requirements of each such license and permit. Landlord does not represent or warrant that it will obtain for Tenant (or that Tenant will be able to obtain) any license or permit, nor shall any statement in this Lease of the nature of the business to be conducted by Tenant in the Premises be deemed or construed to constitute a representation or guaranty by Landlord that such business is lawful or permissible or will continue to be lawful or permissible under any certificate of occupancy issued for the Shopping Center or otherwise permitted by law.

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Provided there has been: (i) no change in the Permitted Use set forth in the Fundamental Lease Provisions or an assignment or subletting of this Lease; (ii) no event of default under the terms of this Lease; and, (iii) Tenant has continuously operated the Permitted Use from the Premises, Landlord covenants and agrees that it shall not lease any space within the Shopping Center, which is under Landlord's control or ownership, to any tenant whose primary purpose is the sale of specialty baked goods (as defined in the Fundamental Lease Provisions). Provided, however, the foregoing prohibition shall not apply to existing tenants or permitted subtenants or assignees of the Shopping Center nor grocery anchor tenants of the Shopping Center or, in the case of a tenant's change of use of its premises without the express written consent of Landlord. The exclusive granted to Tenant in this Section 4.1(a) shall not extend to any assignee or sublessee of Tenant not operating the Permitted Use from the Premises.

(b) Tenant covenants and agrees that it:

(i) will not in connection with the Premises advertise, conduct or permit to be conducted any auction, fire, bankruptcy, going-out of business, or similar type sale, or employ any unethical business practice;

(ii) will not use or permit the use of any apparatus for sound reproduction or transmission including loud speakers, phonographs, radios, television, or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises; will not display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Shopping Center, whether belonging to Tenant or Tenant's agent, or to any other person; will not distribute, or cause to be distributed, in the Shopping Center any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance; or which are not generally considered appropriate for similar shopping centers conducted in accordance with the highest accepted standards of operation;

(iii) will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises; will not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Premises;

(iv) will not load or permit the loading or unloading of merchandise, supplies or other property, nor ship, nor receive, outside the area and entrance designated therefor by Landlord from time-to-time; will not permit the parking or standing outside of said area of trucks trailers, or other vehicles or equipment engaged in such loading or unloading in a manner which may interfere with the use of any Common Areas or any pedestrian or vehicular use and good shopping center practice; shall limit deliveries, permit loading or unloading services or truck idling in accordance with rules and regulations established by Landlord or as required by local government authority;

(v) will not paint or decorate any part of the exterior of the Premises, or change the architectural treatment thereof and will remove promptly upon order of Landlord any paint or any such decoration which has been applied to or installed upon the exterior of the Premises without Landlord's prior written approval, or take such other action with reference thereto as Landlord may direct; and will provide and install such updated features to the store front, signage, and interior as reasonably requested by Landlord;

(vi) will keep the inside and outside of all glass in the doors, windows and storefront of the Premises clean and will replace immediately at its sole expense any glass broken with glass of the same kind, size and quality; will not place or maintain any merchandise, vending machines or other articles on the footwalks adjacent to the Premises or elsewhere on the exterior thereof; will maintain the Premises, including without limitation the trash compactor and trash receptacles used by Tenant at its own expense in a clean, orderly and sanitary condition and free of offensive odors, insects, rodents, vermin, and other pests; will limit trash removal, compaction or similar operations in accordance with rules and regulations established by Landlord or as required by local government authority; will not burn or permit undue accumulation of garbage, trash, rubbish and other refuse; and will keep such refuse in proper containers on the interior of the Premises until so removed from the Premises; in the event any governmental authority or agency having jurisdiction thereover requires that trash or rubbish be separated and/or contained in some fashion or manner, Tenant covenants and agrees that it shall, at its expense, separate and/or contain its trash and rubbish as so required and shall pay all fines, penalties and charges whatsoever incurred or imposed upon Landlord as a result of Tenant's failure to so separate, contain and/or dispose of its trash or rubbish;

(vii) will comply with all applicable present and future federal, state and local environmental and other laws, rules, regulations, guidelines, judgments, orders or similar requirements of all municipal, county, state, federal and other applicable governmental authorities with respect to the use, occupation or alteration of the Premises by Tenant; will not use or permit the use of any portion of the Premises for any unlawful purpose; and will conduct its business in the Premises in all respects in a dignified manner and in accordance with high standards of store operation in Landlord's sole determination;

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(viii) will not, upon glass panes and supports of the show windows, or upon doors and exterior walls of the Premises, affix, place, suspend, or maintain any signs, advertising placards, names, banners, display fixtures, insignia, trademark, descriptive materials, merchandise or any such other item or like items, except as shall be in conformity with any Sign Criteria in effect at the time for the Shopping Center, and as approved by Landlord. Anything placed by Tenant within the Premises which can be seen, heard or experienced outside the Premises shall be subject to Landlord's prior written approval as to the size, type, design, content, color, copy, location, brightness, volume, and display qualities. Further, Tenant agrees to maintain all such advertising matter in good condition and repair at all times, landlord reserving the right to do so at Tenant's expense if Tenant fails to do so after three (3) days' written notice from Landlord.

(ix) will keep the storefront sign and display windows in the Premises lighted during all periods that the Shopping Center is open to the public and for reasonable periods before and after required business hours and for such other periods as may be reasonably required by the rules and regulations of the Shopping Center;

(x) will provide, or cause to be provided all security within the Premises deemed to be necessary or desirable by Tenant;

(xi) will comply with and observe all rules and regulations established by Landlord from time-to-time, which are applicable to the Shopping Center;

(xii) will not permit the use of any portion of the Premises for solicitations, demonstrations or itinerant vending, or any activities inconsistent with the highest standards of good regional shopping center practice;

(xiii) will not use, or permit to be used, sidewalks adjacent to the Premises, or any other space outside of the Premises for the display or sale or offering for sale of any merchandise or for any other solicitation, business, occupation or undertaking;

(xiv) will provide or cause to be provided, without cost to Landlord, adequate lighting for its licensees, invitees and employees during such periods as the Premises are open for business in excess of hours of operation required in accordance with this Section 4.1;

(xv) will maintain a full staff of employees and a full and complete complement of fixtures and inventory of merchandise; and

(xvi) will not disturb, trespass on or interfere with the business or occupancy of other tenants of the Shopping Center or of owners of adjacent or contiguous property. In any event, landlord shall not be liable to Tenant for any disturbance, trespass or interference by another tenant or occupant of the Shopping Center.

(c) No entry onto the roof shall be permitted and no roof installations or penetrations of any kind shall be made without Landlord's prior written consent, which may be granted or denied in Landlord's sole discretion. In the event such consent is granted, Tenant shall, at its expense, promptly repair any damage to the roof resulting in whole or in part from such use or caused by penetrations made during installation or by damage caused by vibration of Tenant's equipment, or by water, and, in connection with any and all such roof penetrations and repairs, shall use a roofing contractor first approved by Landlord in writing. Failure to comply with these requirements may void the roof warranty for the Premises, and Tenant shall indemnify Landlord for any and all costs resulting from such non-compliance.

4.2 COVENANT TO OPERATE. Tenant covenants and agrees to open the Permitted Use for business to the public not later than the date set forth in Section 3.4 and that, from and after the date when Tenant so opens the Premises, Tenant shall continuously and uninterruptedly operate the Permitted Use within the Premises, fully staffed and inventoried, in accordance with the terms and conditions of this Lease, including, without limitation, the remainder of this Section 4.2 (unless the Premises are rendered unfit for occupancy by reason of fire or other casualty, in which even the provisions of Article 12 shall control). Tenant shall keep the Premises open for reasonable hours during the week. Landlord and Tenant may enter into a written agreement that specifically sets forth the times and days during which Tenant shall continuously operate its business from the Premises. Tenant's agreement to operate its business from the Premises shall not apply during any period that the Premises should be closed and the business of Tenant temporarily discontinued therein on account of strikes, lockouts or similar courses beyond the reasonable control of Tenant or closed for up to three (3) days out of respect to the memory of any deceased officer or employee of Tenant. Tenant shall keep the Premises adequately stocked with merchandise and with sufficient sales personnel to care for the patronage and to conduct business in accordance with sound business practices. If Tenant fails to open the Premises for business within the time period for the same specified in Section 3.4, or fails to thereafter keep the Premises open each business day and during the hours specified by landlord, subject to the provisions of this Section 4.2, then either of such events shall constitute a default hereunder and, notwithstanding anything in this Lease to the contrary, Tenant's Base Rent shall be increased by twenty-five percent (25%) to an amount equal to one

hundred twenty-five percent (125%) of the then applicable Base Rent on a per diem basis for each day the Premises are not so open or in which such hours are not so maintained.

Additionally, Tenant shall pay to Landlord one hundred fifty percent (150%) of the Percentage Rent, if any, paid by Tenant for the preceding three (3) months, if any, calculated on a daily basis for each day that the Premises are not open or on which the required hours are not maintained. ~~DELETED~~

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Said amount shall represent the agreed liquidated damages to Landlord as the exact amount of damages to landlord cannot be ascertained with certainty. The right to receive such liquidated damages shall be in addition to any and all other rights and remedies of Landlord hereunder, at law and in equity.

4.3 ABANDONMENT. Tenant shall not vacate or abandon the Premises; and if Tenant shall abandon, vacate or surrender the Premises or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord. In the event that Landlord shall elect to declare such property abandoned, the title to such property shall pass to Landlord and Landlord may dispose of such property in any manner Landlord, in its sole discretion, deems appropriate without any obligation to Tenant.

4.4 COMPLIANCE WITH LAW. Tenant shall, at Tenant's expense, comply with all applicable statutes, ordinances, rules, orders and requirements in effect during the Term, or any part of the Term of this Lease, which shall impose a duty upon Landlord or Tenant with respect to the use, occupancy or alteration of the Premises, including, without limitation, performing any work necessary to comply with the Americans with Disabilities Act.

4.5 RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations attached to this Lease as Exhibit F (the "Rules and Regulations"), as the same may be amended from time-to-time, and all reasonable modifications or additions thereto put into effect by Landlord. Landlord shall not be responsible to Tenant for the non-observance of the Rules and Regulations by any other tenant or occupant of the Shopping Center. Tenant's obligation to observe and comply with the Rules and Regulations shall not be diminished by the non-observance of the Rules and Regulations by any other tenant or occupant of the Shopping Center. In the event of a conflict between this Lease and the Rules and Regulations attached hereto as Exhibit F, or as such Rules and Regulations may at any time be modified, the terms and provisions of this Lease shall prevail.

4.6 CONDITION OF PREMISES. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business. Tenant hereby accepts the Premises in its condition existing as of the date Tenant signed this Lease, subject to: (a) all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises; and, (b) all the terms of the Landlord and Tenant Work which may be defined in Exhibits B and B-1 and all matters disclosed thereby.

4.7 CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENTS. This Lease may be subject and subordinate to one (1) or more construction, operation, reciprocal easement or similar agreements (hereinafter referred to as "Operating Agreements") entered into or hereafter to be entered into between Landlord and other owners or lessees of real estate within or near the Shopping Center, which Operating Agreements have been or will be recorded in the official records of the county in which the Shopping Center is located and to any and all easements and easement agreements which may be or have been entered into with or granted to any persons heretofore or hereafter, whether such persons are located within or upon the Shopping Center or not and Tenant shall execute such instruments as Landlord requests to evidence such subordination.

ARTICLE 5: RENT

5.1 RENT COMMENCEMENT DATE. As used in this Lease, the term "Rent Commencement Date" shall mean the Effective Date.

5.2 BASE RENT. The Base Rent specified in the Fundamental Lease Provisions (as the same may be adjusted from time-to-time as provided therein and elsewhere in this Lease, including but not limited to, Section 2(c) above) ("Base Rent") shall be payable in twelve (12) equal monthly installments during each Lease Year, in advance, commencing on the Rent Commencement Date and thereafter on the first (1st) day of each calendar month; provided, however, if the Rent Commencement Date falls other than on the first (1st) day of a calendar month, the rental payable for each day of such partial month shall be at the rate set forth in Section 5.7 below. All other payments required under this Lease which require proration shall be prorated on the same daily basis. The Base Rent specified in the Fundamental Lease Provisions are negotiated amounts and shall govern whether or not the actual square footage of the premises is the same as that set forth in the Fundamental Lease Provisions.

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5.3 **ADDITIONAL RENT.** All amounts payable under this Lease, in addition to the Base Rent, shall be deemed to be additional rent (the "Additional Rent") and shall be paid without offset or deduction of any kind or nature whether not the same is designated as Additional Rent. Additional Rent shall include, by way of example but not by way of limitation, Percentage Rent, if any, Late Charges, Rental Tax and reimbursement by Tenant to Landlord for Common Area Charges, Utility Costs and Real Estate Taxes as provided for in this Lease. **DELETED**

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5.4 **RENT.** Base Rent, Percentage Rent, if any, and Additional Rent are sometimes collectively referred to in this Lease as the "Rent".

5.5 **GROSS SALES.** On or before April 25, July 25, October 25, and January 25, throughout the Term, Tenant shall deliver to Landlord a complete statement, certified by Tenant or a responsible authorized officer, partner, member or manager of Tenant if Tenant is a corporation, partnership or limited liability company, respectively (a "Certifying Officer"), to be true and correct, setting forth Tenant's Gross Sales, by month (including any partial month preceding the Rent Commencement Date), during the preceding calendar quarter. Said statement shall be accompanied by a copy of any sales tax reports Tenant may be required to prepare and file with any governmental authority for such calendar quarter. Tenant's failure to timely submit such certified statements shall be a material default of the terms of this Lease. The term "Gross Sales" as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises and the areas used in connection with the Premises, whether upon credit or for cash or in trade, in every department operating in or from the Premises, whether operated by the Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts which has to be accounted for by Tenant to any government or governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the Gross Sales for the period in which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery. **DELETED**

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5.6 **RENT PAID IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA.**

(a) Rent shall be payable in lawful money of the United States of America without offset or deduction or separate invoice.

(b) Notwithstanding the foregoing, Landlord hereby agrees to accept correctly dated checks for the payment of amounts due under this Lease so long as no such check is returned to Landlord uncollected through normal banking channels. In the event that amounts paid on behalf of Tenant to Landlord by check are returned to Landlord uncollected, they shall be considered delinquent as of the date originally due and shall be subject to full late charges. Landlord shall not be obligated to resubmit any checks into banking channels for recollection.

5.7 **TIME, MANNER, PLACE FOR RENT PAYMENT.**

(a) All Rent and other sums shall be payable to Landlord at the Landlord's address stated in the Fundamental Lease Provisions or to such other persons or at such other places as Landlord may designate in writing.

(b) Without notice from Landlord, Rent shall be paid in advance on the first (1st) day of the month, for each and every month during the Term of this Lease as it may be extended or renewed. Base Rent for any period during the Term hereof which is for less than one (1) month shall be a pro rata portion of the monthly installment.

(c) ~~Percentage Rent, if any, shall be paid by the sixth (6th) day after the date on which Tenant receives notice from Landlord of the amount of such Percentage Rent. DELETED~~

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(d) Additional Rent shall be paid in the manner set forth in Article 7 below and at the time set forth in Section 5.7(b) above.

(e) Where the Lease provides for payments by Tenant to Landlord to be prorated, all prorations will be done on the basis of a year having three hundred sixty (360) days and all months having thirty (30) days.

5.8 **RENTAL TAX.** Tenant shall pay to Landlord any and all excise, privilege and other taxes (other than net income and estate taxes) levied or assessed by any federal, state or local authority on the Rent and all other sums received by Landlord hereunder (including reimbursement for Common Area Charges, Utility Costs and Taxes and any other expenditures made by Tenant which are deemed to be "rent" by the taxing authorities), and Tenant shall bear any business tax imposed upon Landlord by any governmental authority which is based or measured in whole or part by amounts charged or received by Landlord from Tenant. Any tax covered by the foregoing provision shall be paid monthly, simultaneously with any other amount paid by Tenant to Landlord.

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5.9 **CHARGE FOR PAST DUE OBLIGATIONS.** Time is of the essence and without notice or a grace period any amount due to Landlord which is not received by the Landlord by 5:00 p.m. Mountain Standard Time on the date on which it is due shall bear a late charge of ten percent (10%) of the amount due ("Late Charges").

ARTICLE 6: SECURITY

6.1 **SECURITY DEPOSIT.** Tenant shall deposit with Landlord upon execution hereof the sum set forth on in the Fundamental Lease Provisions as a security deposit for Tenant's faithful performance of Tenant's obligations hereunder (the "Security Deposit"). If the Base Rent shall from time-to-time increase during the Term of this Lease, Tenant shall deposit with Landlord a sum as an addition to the Security Deposit equal to the amount of the increase. If Tenant fails to pay Base Rent, Additional Rent or other charges when due hereunder or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default, or for the payment of any other sum to which Landlord may become entitled by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) days after written demand therefor deliver to Landlord an amount sufficient to restore the Security Deposit to the full amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations under this Lease, the Security Deposit, or so much thereof as has not been applied by Landlord, shall be returned, without payment of interest, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) within thirty (30) days after the expiration of the Term of this Lease.

6.2 **ADDITIONAL SECURITY.** To secure all of Tenant's obligations to Landlord hereunder, Tenant hereby grants to Landlord a security interest in all personal property, including equipment, furniture, fixtures and inventory used, generated or employed in connection with Tenant's business and located in, on or about the Premises, together with all such personal property hereafter acquired, and all replacements for and proceeds from all or any part of such personal property (the "Collateral"). All items installed in the Premises shall be new and shall not be subject to any financing encumbrances. Tenant hereby gives Landlord power of attorney to execute any financing statement or other document necessary or appropriate to protect Landlord's security interest in the Collateral. Upon default by Tenant of any of its obligations arising hereunder, Landlord shall have all the rights and remedies before and after default provided for in the Uniform Commercial Code and/or the Arizona Revised Statutes in force in the State of Arizona as of the date hereof and, in addition thereto, in conjunction therewith or in substitution for these rights and remedies, it is agreed that Landlord may, at its discretion and without notice, enter upon the Premises to take possession of, assemble and collect the Collateral or to render it unusable. Upon default by Tenant, Landlord may, at its discretion, require Tenant to assemble the Collateral and to make it available to Landlord at a place Landlord designates which is mutually convenient, and written notice mailed to Tenant ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice of such a sale of the Collateral. **DELETED**

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ARTICLE 7: COMMON AREA CHARGES, UTILITY COSTS AND REAL ESTATE TAXES

7.1 **TENANT'S SHARE.** Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of: a) Common Area Charges (defined below in Section 7.4) for each calendar year during the Term of this Lease, and separately (b) Utility Costs (defined below in Section 7.5) for each calendar year during the Term of this Lease, and separately (c) Taxes (defined below in Section 7.6) for each calendar year during the Term of this Lease. Tenant's Proportionate Share is hereby defined as a fraction, the numerator of which is the leasable area of Tenant's Premises and the denominator of which is the leasable area of the Shopping Center as both are shown in the Fundamental Lease Provisions.

7.2 **ANNUAL STATEMENTS.** From time-to-time, Landlord shall, by written notice, specify Landlord's estimate of Tenant's separate obligations (under Section 7.1) for Common Area Charges, for Utility Costs, Insurance and for Taxes. Tenant shall pay 9.51% of the estimated annual obligations on the first (1st) day of each calendar month at the same time as Tenant's payment of Base Rent. Within ninety (90) days after the end of each calendar year, Landlord shall provide to Tenant a written summary of the Common Area Charges for the calendar year (determined on an accrual basis and broken down by principal categories of expense), a separate written summary of Utility Costs for the calendar year (determined on an accrual basis and broken down by principal categories of expense), and a separate written summary of Taxes for the calendar year. The statement also shall set forth Tenant's Proportionate Share of Common Area Charges, Utility Costs and Taxes and shall show the amounts paid by Tenant on account. Any difference between Tenant's obligations and the amounts paid by Tenant on account shall be paid or refunded, as the case may be, within fifteen (15) days after the statement is provided. Late delivery of the annual statement of Common Area Charges, Utility Costs and Taxes shall not relieve Tenant of any obligation with respect to payment of Tenant's Proportionate Share of the Common Area Charges, Utility Costs, Insurance and Taxes.

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7.3 PARTIAL YEAR PRORATION. During the first and last years of the Term, Tenant's responsibility for Common Area Charges, Utility Costs and Taxes shall be adjusted in the proportion that the number of days of that calendar year during which the Lease is in effect bears to three hundreds sixty (360). Tenant's obligations under this Article 7 for the payment of Common Area Charges, Utility Costs and Taxes during the Lease Term, including the payment of any deficiency following receipt of the annual statement under Section 7.2, shall survive the expiration or termination of this Lease.

7.4 COMMON AREA CHARGES. All Areas outside the Premises and within the exterior boundaries of the Shopping Center that are now or hereafter designated by Landlord from time-to-time for the general common use of Landlord, Tenant, or other tenants of the Shopping Center, and the respective authorized representatives, employees and invitees of the same shall be deemed "Common Areas". The Common Areas shall including, without limitation, any patio areas, streets, driveways, parking lots, truckways, delivery passages, loading docks, sidewalks, pedestrian walkways, canopies, trellises, service corridors, ramps, open and enclosed courts and mall areas, landscaped and planted areas, exterior stairways, bus stops, retaining walls, restrooms not located within the Premises of any tenant and other areas or improvements designated by Landlord for common use. All of the Common Areas shall at all times be subject to the exclusive control, regulation and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting facilities on all Common Areas; to patrol all Common Areas; to temporarily close any Common Area for maintenance, repairs or alterations, to prevent a dedication thereof or the accrual of prescriptive rights therein; from time-to-time to change the area level, location and arrangement of parking areas and other Common Area facilities; to use the Common Areas and restrict access and use of the same during the maintenance, repair, construction or reconstruction of buildings, additions or improvements; to erect or remove buildings, additions and improvements on or from the Common Areas from time-to-time; to install kiosks or other freestanding, semi-permanent structures within the Common Areas; and to restrict parking by tenants, their officers, agents and employees to employee parking areas and otherwise control and regulate the use of all parking areas. Landlord shall at all times have the right to utilize the Common Areas for promotions, exhibits, carnival-like shows, rides, outdoor shows, displays, auto and other products shows, the leasing of kiosks, carts and food facilities, landscaping, decorative items, and any other use which, in Landlord's judgment, tends to attract customers to, or benefit the tenants and customers of the Shopping Center. Landlord may operate and maintain the Common Areas and perform such other acts and make such other changes at any time and from time-to-time in the size, shape, location, number and extent of the Common Areas or any of them as Landlord in its sole discretion shall determine; provided, however, that no exercise by Landlord of its rights hereunder shall unreasonably restrict access to the Premises. Without limiting the scope of such discretion, Landlord shall have full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas. Common Area Charges consist of all expenditures for operating, maintaining, replacing, repairing, insuring and policing the Shopping Center, except Utility Costs (as defined in Section 7.5). Common Area Charges shall include, without limitation, the following: (i) premiums for property, casualty, liability, rent interruption or other insurance maintained by Landlord; (ii) salaries, wages and other amounts paid or payable for personnel including the Shopping Center manager, superintendent, operation and maintenance staff and other employees of Landlord involved in the maintenance and operation of the Shopping Center, including contributions and premiums towards fringe benefits, unemployment and worker's compensation insurance, pension plan contributions and similar premiums and contributions and the total charges of any independent contractors or managers engaged in the repair, care, maintenance, and cleaning of any portion of the Shopping Center; (iii) cleaning of Common Areas and refuse removal; (iv) landscaping, including irrigating, trimming, mowing, fertilizing, seeding, replacing plants, and irrigation repair and replacement including lines, valves and timers; (v) maintaining, operating, repairing and replacing components of equipment serving the Common Areas; (vi) maintaining, repairing and replacing all equipment, pipes, ducts and electrical lines which are directly or indirectly associated with providing air conditioning to any area of the Shopping Center whether or not such area is Common Area or an area reserved for the exclusive use of any tenant of the Shopping Center; (vii) other items of repair or maintenance of the Shopping Center including, without limitation, roofs, exterior walls, foundations, structure and the sweeping, striping and sealing of parking areas; (viii) the cost of the rental of any equipment and the cost of supplies used in the maintenance and operation of the Project; (ix) audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease and financial statements, and in the computation of the rents and charges payable by tenants of the Shopping Center; (x) any increase in (1) the rent payable under any ground lease now or hereafter affecting the real property of which the Premises forms a part, or (2) the interest payable with respect to any permanent financing now or hereafter affecting the Shopping Center which increase results not from a refinancing but solely from a provision for such increase in the applicable loan documents; (xi) alterations to the Shopping Center or the areas used in connection with the operation of the Shopping Center for life-safety systems and other capital improvements and replacements together with all costs amortized over their useful life; (xii) such other items as are now or hereafter customarily included in the cost of managing, operating, maintaining, overhauling and repairing the Shopping Center and the areas used in connection with the operation of the Shopping Center in accordance with now or hereafter accepted accounting or management principles or practices, including but not limited to the cost of removal, disposal and recycling costs associated with all fluorescent bulbs as mandated by governmental laws or regulators; and, the administrative cost and expenses for telephone, fax, pagers, answering service, postage, supplies, and the electricity, alarm services and janitorial service for the Shopping Center's management office; and (xiii) a fee for the management of the Shopping Center equal to five percent (5%) of the Rent collected for the Shopping

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Center. Notwithstanding anything to the contrary in this Section 7.4, "Common Area Charges" shall not include: (1) amounts reimbursed by other sources, such as insurance proceeds, equipment warranties, judgments or settlements; (2) construction of tenant improvements; (3) Utility Costs; (4) replacements (but not repairs) of structural elements; (5) leasing commissions; (6) general overhead and administrative expenses of Landlord not directly related to the operation of the Shopping Center; and (7) costs of negotiating or enforcing leases of other tenants.

7.5 UTILITIES.

(a) "Utility Costs" shall mean the total cost of supplying the Utilities to the Shopping Center including taxes thereon. "Utilities" shall mean all gas, electric, heat, light, water, phone, cable television or other utilities used or to be used at the Shopping Center. Utility Costs shall include: (i) repairs associated with the delivery and distribution of Utilities and (ii) the cost of capital improvements, alterations and replacements to utility systems installed after the Rent Commencement Date, amortized over their useful life; except that, any such capital costs incurred in connection with improvements, alterations and replacements for utility conservation systems or devices may be amortized at a yearly rate equal to the cost savings realized during such period as a result of such improvement, alteration and replacement. Notwithstanding anything to the contrary in this Section 7.5(b), "Utility Costs" shall not include: (1) amounts reimbursed by other sources; and (2) utilities or other expenses paid directly by tenants to suppliers or paid by tenants to Landlord for separately metered or special services. The calculation of Utility Costs in effect during any calendar year during the Term of this Lease shall include only the actual cost of gas, electricity, heat, light, phone, cable television or other utilities supplied to the Shopping Center during such calendar year.

(b) Tenant is solely responsible for trash and garbage removal from the Premises and for maintaining any trash compactor and trash receptacles designated for Tenant's exclusive use in good and sanitary condition and in compliance with all applicable laws. Tenant agrees to use only the service provided or designated by Landlord from time-to-time and to pay such service monthly as Additional Rent. If any tenant shall elect to, or is required by Landlord or government authority to have additional trash removal service, such tenant shall pay for all such charges so incurred and to the extent that trash removal services are provided through Landlord and charged to tenants, landlord shall be entitled to charge the tenants requiring special services the amount thereof which shall be applied to reduce the total amount of such trash removal costs before apportionment and determination of Tenant's share thereof.

7.6 TAXES.

(a) Tenant shall pay to Landlord in each Lease Year and partial Lease Year, as Additional Rent, Tenant's Proportionate Share of all real estate and other ad valorem taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, foreseen as well as unforeseen) with respect to all land, buildings and improvements on the Shopping Center ("Taxes"). Tenant's Proportionate Share of the Taxes shall be an amount equal to the product obtained by multiplying said Taxes for any applicable Lease Year or partial Lease Year, and Landlord's expenses in obtaining or attempting to obtain any refund or reduction thereof, by Tenant's Proportionate Share (as such term is defined in Section 7.1 above). With respect to any assessments payable in annual installments, only the amount of such annual installment (prorated for any partial lease Year and statutory interest shall be included in Taxes for the applicable Lease Year.

(b) The tax payment required under this Section 7.6 shall be paid by Tenant in advance in equal monthly installments in such amounts as are estimated for each Lease Year by Landlord. Landlord may revise its estimate and may adjust such monthly payment at the end of any calendar month. The first such installment shall be due and payable by Tenant on the Rent Commencement Date (prorated for the remaining number of days in that lease Year) and subsequent installments shall thereafter be due and payable at the beginning of each successive calendar month during the Term. Within ninety (90) days after the end of each Lease Year, landlord will notify Tenant of the actual amount of Tenant's Proportionate Share of said Taxes. If the monthly payments for a given Lease Year have been greater than Tenant's Proportionate Share of Taxes payable for such Lease Year, Tenant shall receive a credit from Landlord for the excess against the next estimated monthly installment of Tenant's Proportionate Share of Taxes coming due (or, if no further payments are due under this Lease, such amount shall be promptly refunded to Tenant), and if payments made are less than Tenant's Proportionate Share, Tenant shall pay Landlord the difference within ten (10) days after written notice or demand.

7.7 **RECORD KEEPING.** Landlord shall keep complete and accurate records and accounts of all Common Area Charges, Utility Costs, and Taxes for a period not to exceed twenty-four (24) months. Within twenty-four (24) months of the date Tenant receives an annual statement pursuant to Section 7.2 Tenant may, upon thirty (30) days advance written notice, request an inspection of the records which support the specific charges questioned by such notice. At no cost to Tenant, Landlord shall, during regular business hours, provide Tenant the opportunity to examine and inspect the records which support the charges billed to Tenant pursuant to Section 7.2. Such inspection shall occur at such place designated by Landlord that does not disrupt or interfere with Landlord's conduct of its business.

Notwithstanding the foregoing, Tenant shall have no right to inspect or audit any of Landlord's books or records if Tenant is in default in the performance of any of its obligations under this Lease. Should Tenant wish to audit any charges which are currently due, Tenant must first pay such charges under protest before Tenant may request an audit of the books and records which support such charges.

Tenant may request Landlord to make copies of specific documents for Tenant to keep at a charge of Twenty-Five Cents (\$0.25) per sheet copied, said amount to be paid in advance at the time of such request. In the event Tenant requests meetings with Landlord which cumulatively exceed two (2) hours, then Tenant shall pay the reasonable cost of the Landlord's personnel involved in such meetings at a rate that will not be less than Twenty-Five Dollars (\$25.00) per personnel hour. Payment for such meetings shall be made in advance at the time of such request. Tenant shall forward to Landlord all of Tenant's audit reports upon their completion. If Tenant's audit shall disclose an inaccuracy greater than five percent (5%) with respect to the amounts billed to Tenant pursuant to Section 7.2, then Landlord shall refund to Tenant the amounts paid by Tenant to Landlord for copies and the amounts paid by Tenant to Landlord for meetings. In the event of any inaccuracy, Tenant or Landlord, as the case may be, shall promptly pay to the other any amounts due.

ARTICLE 8: INSURANCE; INDEMNITY

8.1 TENANT'S INSURANCE.

(a) Tenant further covenants and agrees that from and after the date of delivery of the Premises from landlord to Tenant, Tenant will carry and maintain, at its sole cost and expense, the following types of insurance, and endorsements, or such other forms of insurance as from time-to-time Landlord shall determine to be appropriate in the amounts specified and in the form hereinafter provided:

(i) Commercial general liability insurance covering the Premises and Tenant's use and occupancy thereof against claims for bodily injury or death, personal and advertising injury, and property damage, and contractual liability (i.e. exclusions for liability assumed under contract must be deleted) occurring upon, in or about the Premises or the Common Areas, such insurance to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect of injury or death arising out of any one occurrence and in the aggregate and insurance against property damage to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) for any instance of property damage. If the Permitted Use includes the sale of alcoholic beverages on the Premises, then during any period that Tenant is actually offering the same for sale, Tenant shall obtain a liquor liability policy insuring such liability in an amount not less than One Million Dollars (\$1,000,000.00). The insurance coverage required under this Section 8.1(a)(i) shall be at least as broad as the most commonly available ISO Commercial General Liability policy and shall extend to any liability of Tenant arising out of the indemnities provided for in Section 8.3.

(ii) Boiler and machinery insurance in adequate amounts on the HVAC and on all fired objects and other fired pressure vessels and systems serving the Premises (if any); and if the said objects and the damage that may be caused by them or result from them are not covered by Tenant's special form (formerly all risk) coverage insurance, then such insurance shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00).

(iii) Insurance covering all of the items included in Tenant's Work, Tenant's leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, merchandise and personal property from time-to-time in, on or upon the Premises, and alterations, additions or changes made by Tenant pursuant to Article 11, in an amount not less than one hundred percent (100%) of their full replacement cost from time-to-time during the Term, providing protection against perils included within the special form (formerly all risk) coverage insurance policy. Any policy proceeds from such insurance shall be held in trust by Tenant's insurance company for the repair, reconstruction and restoration or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 12, in which event of termination such proceeds attributable to Tenant's Work and leasehold improvements (and to all other items of property becoming or to become the property of Landlord upon such termination) shall be paid and disbursed directly to Landlord.

(iv) Business interruption insurance sufficient to make all payments of Rent to Landlord due hereunder for a twelve (12) month period.

(v) Statutory worker's compensation insurance, as well as employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and as required by state law, and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed, as will protect Tenant from any and all liability under the aforementioned acts.

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(b) All policies of insurance provided for in Section 8.1(a) shall be issued in form acceptable to Landlord by insurance companies with general policy holder's rating of not less than A- and a financial rating of not less than IX, as rated in the most current available A.M. Best's Insurance Ratings (or the then-nearest equivalent thereof if the same ceases to be published), and qualified to do business in the state in which the Premises is located. Each and every such policy:

(i) shall be issued in the name of Tenant with Landlord and any other parties-in-interest from time-to-time designated in writing by notice from Landlord to Tenant as additional insureds;

(ii) shall be on an "occurrence basis" and not a "claims made" form, and shall be for the mutual and joint benefit and protection of Landlord and Tenant and any such other parties in interest as their respective interests may appear;

(iii) shall (or a certificate thereof shall) be delivered to each of Landlord and any such other parties-in-interest within ten (10) days after delivery of possession of the Premises to tenant and thereafter within thirty (30) days prior to the expiration of each such policy, and, as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent;

(iv) shall contain a provision that the insurer will give to Landlord and such other parties-in-interest at least thirty (30) days' notice in writing in advance of any material charge, cancellation, termination or lapse, or the effective date of any reduction in the amounts of insurance;

(v) shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry; and

(vi) shall contain a provision that Landlord, Landlord's managing agent, and any such other parties-in-interest, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence or willful acts or omissions of Tenant.

(c) Any insurance provided for in Section 8.1(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(i) Landlord and any other parties-in-interest from time-to-time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(ii) the coverage afforded Landlord and any such other parties-in-interest will not be reduced or diminished below the requirements set forth in this Lease by reason of the use of such blanket policy of insurance;

(iii) any such policy or policies (except any covering the risks referred to in Section 8.1(a)(i) shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to Tenant's improvements and property more specifically detailed in Section 8.1(a)(iii); and

(iv) the requirements set forth in this Article 8 are otherwise satisfied.

(d) Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant with respect to the Premises for which policies or copies thereof are not delivered to Landlord. Landlord reserves the right, not more frequently than once each Lease Year, to require Tenant to increase the limits of the commercial general liability insurance to such amounts as any lender may require or as Landlord's insurance advisor may recommend consistent with then-prevailing custom and practice for similar shopping centers.

8.2 LANDLORD'S INSURANCE.

(a) Landlord shall at all times during the Term carry and maintain the following types of insurance and endorsements in the amounts specified and in the form hereinafter provided or in such other forms and/or amounts as Landlord shall from time-to-time determine to be prudent:

(i) Commercial general liability insurance covering the Common Areas against claims for bodily injury or death, personal and advertising injury, and property damage occurring upon, in or about the Common Areas, such insurance to afford protect in to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to injury or death, arising out of any one occurrence and in the aggregate.

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(ii) Insurance covering the Shopping Center (excluding Tenant's improvements and property required to be insured by Tenant pursuant to Section 8.1(a)(iii)) in an amount not less than one hundred percent (100%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings), from time-to-time during the Term, providing protection against perils included within the special form (formerly all risk) coverage insurance policy, and such other risks as Landlord may from time-to-time determine and with any such deductibles as Landlord may from time-to-time determine, provided any such deductible shall not be more than Fifty Thousand Dollars (\$50,000.00) per claim.

(iii) Rent insurance with respect to the premises of the tenants in the Shopping Center if available at a cost which Landlord in its sole judgment deems reasonable, against loss of rents in an aggregate amount equal to not more than twenty-four (24) months.

(b) Any insurance provided for in Section 8.2(a) may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided that the requirements of Section 8.2(a) are otherwise satisfied. Landlord reserves the right to carry and maintain other insurance in such form and amounts as from time-to-time shall be determined to be appropriate and commercially reasonable by landlord, its lender or insurance advisor.

(c) Tenant shall have no rights in any policy or policies maintained by Landlord and shall not be entitled to be a named insured thereunder, by reason of payment, as part of the Common Area Charges, of its pro rata share of landlord's premium for the insurance provided for in this Section 8.2, or otherwise.

8.3 INDEMNIFICATION BY TENANT. Tenant agrees that Landlord and its agents, contractors, servants or employees shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person during the Term, for any cause whatsoever by reason of the construction, use, occupancy or enjoyment of the Premises or the Common Areas by Tenant or any person therein or holding under Tenant. Tenant does hereby agree to indemnify, defend and hold harmless Landlord and its members, managers, partners, agents, contractors, servants and employees from all claims, actions, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, on account of any such real or claimed damage or liability, and from all liens, claims and demands occurring in, or at the Premises, or arising out of the business conducted in the Premises, or arising out of the construction, use, occupancy or enjoyment of the Premises and its facilities, or any repairs or alterations which Tenant may make upon the Premise or occasioned in whole or in part by any act or omission of Tenant, its agents, contractors, servants, employees or invitees. Tenant's obligations to indemnify, defend, and hold harmless Landlord as herein provided shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include and failure of Tenant or any person or entity holding under Tenant in any respect to comply with and perform all the requirements and provisions of this Lease, including without limitations the requirements and provisions relating to Hazardous Materials.

8.4 MUTUAL WAIVERS. Landlord and Tenant hereby waive any rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises, its contents or to the other portions of the Shopping Center, arising from any risk covered by special form (formerly all risk) coverage insurance which the parties carry or are required to carry under this Lease provided that such waiver does not invalidate such policies or prohibit recovery thereunder. The parties hereto each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that such insurer or insurers may have against Landlord or Tenant, as the case may be. Tenant shall obtain such waiver form its insurers.

8.5 COMPLIANCE WITH INSURANCE AND GOVERNMENTAL REQUIREMENTS. Subject to Landlord's obligations in Section 11.1 to maintain the structure, Tenant agrees at its own expense to comply with all recommendations and requirements with respect to the Premises, or its use or occupancy, of the insurance underwriters and the Department of Insurance in the state in which the Premises is located or any similar public or private body, and any governmental authority having jurisdiction over insurance rates with respect to the use or occupancy of the Shopping Center, including, but not limited to, installation of fire extinguishers or automatic dry chemical extinguishing systems, any changes, modifications or alterations in the sprinkler system or additional sprinkler heads or the locations of partitions, trade fixtures or other contents of the Premises.

8.6 EFFECT ON LANDLORD'S INSURANCE. Tenant shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies with companies acceptable to Landlord or which will in any way cause an increase in the insurance rates upon any portion of the Shopping Center. If Tenant violates any prohibition provided for in the first sentence of this Section 8.6, even if Landlord shall have consented to the doing of, or the keeping of, anything on the Premises which constituted such violation (but payment of such Additional Rent shall not entitle Tenant to violate the provisions of the first sentence of this Section 8.6).

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8.7 LIMIT OF LANDLORD'S RESPONSIBILITY. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying suites adjoining the Premises or any other part of the Shopping Center, or for any loss or damage resulting to Tenant or its property within the Premises from any cause whatsoever.

ARTICLE 9: TAXES

9.1 LANDLORD'S OBLIGATION FOR REAL PROPERTY TAXES. Landlord shall be responsible for paying real property taxes and assessments applicable to the Premises and the Shopping Center, subject to Tenant's obligation to reimburse Landlord pursuant to Article 7, "Common Area Charges, Utility Costs and Real Estate Taxes".

9.2 TENANT'S OBLIGATION FOR TAXES.

(a) Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, income and revenue, as well as upon its leasehold interest, trade fixtures, furnishings, equipment, leasehold improvements (including but not limited to Tenant's Work), merchandise and personal property of any kind owned, installed or used by Tenant in, on or upon the Premises. If any such items of property are assessed with property of Landlord, such assessment shall be equitably divided between Tenant's obligation under this Section 9.2 and Common Area Charges. Landlord shall determine the basis of dividing any such assessments and such determination shall, if not arbitrary and capricious, be binding upon both Landlord and Tenant.

(b) Tenant agrees to pay all taxes except income tax which may be levied or assessed upon any Rent payment made by Tenant or Landlord.

(c) Tenant shall reimburse Landlord for Taxes as provided in Article 7, "Common Area Charges, Utility Costs and Real Estate Taxes".

(d) Landlord shall not be obligated to provide Tenant with notice of its obligation to pay its Proportionate Share of the Taxes specified in subparagraph (a), nor shall Landlord be obligated to provide Tenant with notice of its obligations to pay the taxes specified in subparagraphs (b) and (c) and such non-action shall not serve as a waiver by Landlord to receive these amounts.

ARTICLE 10: UTILITIES

10. TENANT'S OBLIGATION FOR UTILITIES. Tenant agrees to connect to, pay for (together with any taxes thereon) and use the utilities (including electricity, water, sewer, gas, telephone and any other utility) supplied to the Premises from and after delivery of the Premises in accordance with the requirements of this Lease, Landlord's Rules and Regulations and the rules and regulations of the utility companies supplying the service. Landlord shall incur no liability to Tenant in the event that any utility becomes unavailable, or if there is any interruption in such services. Tenant shall pay directly to each applicable utility company all charges and deposits of the utility company as and when such charges and deposits become due and payable. If any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, Tenant shall pay Landlord for such utilities, but the rates charged to Tenant by Landlord shall not exceed those of the utility company furnishing same to Landlord as if its services were being furnished directly to Tenant. All obligations incurred by Landlord for utilities supplied to portions of the Shopping Center that are not reserved for the exclusive use of a tenant of the Shopping Center shall be included in the calculation of Common Area Charges. Tenant shall reimburse Landlord for Utility Costs as provided in Article 7, "Common Area Charges, Utility Costs and Real Estate Taxes".

ARTICLE 11: MAINTENANCE, REPAIRS, AND ALTERATIONS

11.1 LANDLORD'S OBLIGATIONS. Landlord shall keep the foundation, footings and structural columns which enclose the Premises (excluding non-structural floor and floor covering, such as carpeting, terrazzo and other special flooring, walls installed at the request of Tenant, doors, windows and glass) in good repair. Landlord shall maintain the roof and exterior face of walls in good repair, and shall repair plumbing, electrical and other mechanical installations for the benefit of the Premises to the extent that such repairs must be affected outside of the Premises. To the extent such repairs are necessitated by Tenant, Tenant shall reimburse Landlord as Additional Rent for all costs incurred by Landlord in connection therewith, including Landlord's supervisory fee within ten (10) days after receipt of an invoice therefor. Notwithstanding the foregoing provisions of this Section 11.1, Landlord shall not in any way be responsible for repairs unless Tenant shall have given Landlord written notice of the necessity for such repairs and a sufficient time to effect the same. Landlord shall not be responsible for repairs if any damage necessitating such repairs shall have been caused: (i) by

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the negligent or willful act or omission of Tenant, its concessionaires, officers, employees, licensees or contractors or by the failure of Tenant to perform any of its obligations under this Lease (in either of which event Tenant shall be responsible for Landlord's costs in connection with such repairs); or (ii) to any of the items Tenant is required to insure pursuant to Article 8. Landlord shall be under no liability for repair, maintenance, alteration, improvement, reconstruction, renewal or any other action with respect to the Premises or any part thereof, or any plumbing, electrical, heating, ventilating, air conditioning, or other mechanical installation therein, except as may be expressly set forth in this Lease. Tenant shall reimburse Landlord for the repairs and maintenance set forth in this Section 11.1 as provided in Article 7, "Common Area Charges, Utility Costs and Real Estate Taxes".

Landlord and its authorized representatives may enter the Premises at any and all times during usual business hours for the purpose of inspecting the same. Tenant further agrees that Landlord may from time-to-time go upon the Premises and perform maintenance or make any additions, alterations or repairs to the Premises or to any utilities, systems or equipment located in, above or under the Premises which landlord may deem necessary or desirable to comply with the laws, ordinances, rules or regulations of any public authority or of the Department of Insurance in the state in which the Premises is located or of any similar public or private body or that Landlord may deem necessary or desirable to prevent waste or deterioration in connection with the Premises if the Tenant does not make or cause such additions, alterations, maintenance or repairs to be made or performed promptly after receipt of written demand from Landlord and within the cure period set forth in this Lease or without prior notice to Tenant if such are necessary, in Landlord's reasonable discretion, in an emergency situation. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which under any provision of this lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. In the event Landlord performs or causes any such work to be performed, Tenant shall pay the cost thereof to Landlord as Additional Rent within ten (10) days after receipt of a bill therefor. Landlord and its authorized representatives may also go in the Premises at all times for the purpose of showing to prospective purchasers, mortgagees and tenants. No exercise by Landlord of any rights provided in Section 11.1 shall entitle Tenant to any damage claim for any inconvenience, disturbance, loss of business or other damage to Tenant occasioned thereby, nor to any abatement of Rent.

11.2 TENANT'S OBLIGATIONS.

(a) Subject to the provisions of Article 12, "Damage or Destruction", Section 11.1, "Landlord's Obligations", and Section 7.4, "Common Area Charges", Tenant will, at all times, from and after delivery of possession of the Premises to Tenant, at its own cost and expense, maintain the Premises in good and reasonable condition, and make all needed repairs to the Premises and every part thereof. Tenant's obligations under this Section 11.2 shall include, but not be limited to, repairing and maintaining walls (other than the exterior face of walls), non-structural floor coverings, ceilings, utility meters, pipes and conduits outside the Premises which are installed by Tenant, all fixtures, heating, ventilating and air conditioning equipment (whether such heating, ventilating and air conditioning equipment is located inside the Premises, or on an exterior pad or on the roof of the Shopping Center), sprinkler equipment and other equipment within the Premises, the store front or store fronts, all Tenant's signs, security grilles or similar enclosures, locks and closing devices, and all window sash, casement or frames, doors and door frames, and all such items (whether ordinary or extraordinary, foreseen or unforeseen) of repair, maintenance and improvement to reconstruction as may at any time or from time-to-time be required to comply with all environmental, remedial and other laws, ordinances, rules, directions, regulations, requirements, guidelines and orders of governmental and public bodies and agencies now or hereafter in effect from time-to-time which shall impose any duty with respect to the use, occupation or alteration of the Premises, including but not limited to the Williams-Steiger Occupational Safety and health Act, the Clean Air Act and the Americans with Disabilities Act; provided, however, Tenant shall make no adjustment, alteration or repair of any part of the sprinkler or sprinkler alarm system in or serving the Premises without Landlord's prior written approval. Tenant shall permit no waste, damage or injury to the Premises and Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the painting or refinishing of all portions of the Premises to be maintained by Tenant, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. Tenant shall not overload the electrical wiring serving the Premises. Throughout the Term, Tenant shall be responsible for repair, maintenance, and upkeep of the HVAC system serving the Premises, which shall include but not be limited to, replacement of fan motors, minimum semi-annual servicing, and other repairs or replacements of the heat exchanger and/or the air conditioning compressor. Tenant either shall obtain and maintain an HVAC service and maintenance contract with a licensed contractor for all such equipment serving the Premises or conduct a regular in-house program of service and maintenance conducted by qualified personnel, and in either case shall deliver written evidence that such a contract or program is in force and effect in form reasonably satisfactory to Landlord within ten (10) days after request from time-to-time. If Tenant fails to do so, Landlord may, but shall not be obligated to, obtain a service contract, and Tenant shall reimburse Landlord for the cost thereof upon demand. In the event that Tenant operates a business from the Premises which requires grease traps and/or roof mounted exhaust fans, Tenant shall, at its own expense, enter into and maintain a service contract with a vendor approved by Landlord for the maintenance of the grease traps and the sewer lines leading from the grease trap to the public sewer system and for the maintenance of the roof mounted exhaust fans (the "Service Contract"). The Service Contract shall contain such provisions as Landlord deems reasonably necessary to assure that the grease traps and the sewer lines leading from the Premises to the

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public sewer system will operate without interruption in a trouble free manner and that the roof mounted exhaust fans will be maintained on a regular basis and that the roof around the fans will remain grease free. Landlord shall be named as a third party beneficiary of the Service Contract and the Service Contract shall provide that Landlord shall be given thirty (30) days written notice before it is terminated for any reason. Service Contractor shall provide Landlord a Certificate of Insurance for ~~One Million Dollars (\$1,000,000.00)~~ Two Million Dollars (\$2,000,000) in liability insurance naming Landlord as an additional insured.



(b) Tenant shall pay its proportionate share for the maintenance, repair or replacement of all air-conditioning, cooling and heating equipment or systems which serve the Shopping Center (including the Premises) pursuant to Article 7, "Common Area Charges, Utility Costs and Real Estate Taxes".

(c) On the last day of the Term of this Lease or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage. Repairs necessitated by removals shall be performed in a manner satisfactory to Landlord and shall expressly include, but not limited to, the following: capping of all plumbing; capping of all electrical wiring; repair of all holes in walls; restoration of damaged floor and/or ceiling tiles; and, thorough cleaning of the Premises and all floor and window coverings. All improvements made by Tenant, or made by Landlord on Tenant's behalf, shall remain the property of Tenant for the Term of this Lease, or any extension or renewal thereof; provided, however, that none of the same shall be removed from the Premises without prior written consent from Landlord. Unless the removal is required by Landlord pursuant to other terms of this Lease, at the expiration of the Term of this Lease or any extensions or renewals thereof, all such improvements shall become the property of Landlord. Improvements which shall become the property of Landlord shall not include trade fixtures acquired by or for the account of Tenant, without expense to Landlord, which are not permanently attached to, built into or deemed as a matter of law to have become a part of the Premises, which are not integral to the operation of the Premises or the building of which the Premises is a part and which can be removed without irreparable and/or structural damage to the item being removed, the Premises or the building of which the Premises is a part, and all furniture, furnishings and other articles of movable personal property owned by Tenant. Tenant's obligation to observe or perform the requirements of this Section 11.2 shall survive the expiration or earlier termination of this Lease. Tenant's failure to surrender the Premises as required by the terms of this Lease shall be deemed a holding over subject to Base Rent at the rate specified in Section 3.3 above until the Premises are in the condition specified in this Lease and the recovery by Landlord of any other cost or expense arising from the failure to perform the requirements of this Section 11.2.

11.3 LIFE-SAFETY SYSTEMS. Subject to Section 11.2 above, if there now is or shall be installed in the Shopping Center a sprinkler system, heat or smoke detection systems or any other so called life-safety system and any such system or any of its appliances shall be damaged or injured or not in proper working order by reason of any act or omission of Tenant, Tenant's agents, servants, employees, contractors, visitors or licensees, Tenant shall forthwith restore the same to good working condition; and if the Insurance Services Office or any other similar body or any bureau, department or office of the state, county or city government or any governmental authority having jurisdiction, require or recommend that any changes, modifications, alterations or additional equipment be made or supplied in or to any such system by reason of Tenant's business or the location of partitions, trade fixtures or other contents of the Premises, or if any such changes, modifications, alterations or additional equipment become necessary to prevent the imposition of a penalty or charge against the full allowance for any such system in the insurance rate as fixed by the Insurance Services Office or by any insurance company, Tenant shall, at Tenant's expense, promptly make and supply such changes, modifications, alterations or additional equipment.

11.4 HAZARDOUS SUBSTANCES.

(a) Tenant covenants and warrants that Tenant's use of the Premises will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, placement, handling, treatment, discharge, generation, production or disposal (collectively "Treatment") of any waste, petroleum product, waste products, radioactive waste, polychlorinated biphenyls, asbestos, hazardous materials of any kind, and any substance which is regulated by any law, statute ordinance, rule or regulation (collectively "Waste"). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

(b) Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceeding, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

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(c) Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord and Landlord's officers, members, managers, directors, shareholders, employees, agents, partners, and their respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation, all attorneys' fees and expenses, court costs, administrative costs and costs of appeals) incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) The breach of any representation or undertaking of Tenant under this Section 11.4, or (b) Arising out of the Treatment of any Waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises, in or affecting the Premises.

(d) Landlord is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises in order to confirm Tenant's compliance with the terms of this Section 11.4 and the representations set forth in this Section 11.4. Landlord may require that Tenant deliver to Landlord concurrent with Tenant's vacating the Premises upon the expiration of this Lease, or any earlier vacation of the Premises by Tenant, at Tenant's expense, a certified statement by licensed engineers, satisfactory to Landlord, in form and substance satisfactory to Landlord, stating that Tenant, Tenant's Work and any alterations thereto and Tenant's use of the Premises complied and conformed to all Laws which relate to the Treatment of any Waste in or affecting the Premises.

(e) Tenant agrees to deliver upon request from Landlord estoppel certificates to Landlord expressly stipulating whether Tenant is engaged in or has engaged in the Treatment of any Waste in or affecting the Premises and whether Tenant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Premises, whether sudden or gradual, accidental or anticipated or any other nature at or affecting the Premises and whether, to the best of Tenant's knowledge, such an occurrence has otherwise occurred at or affecting the Premises.

11.5 ALTERATIONS AND ADDITIONS.

(a) Tenant shall not perform any construction (whether in connection with the initial Tenant's Work or otherwise) or make any alterations or changes in or to the Premises at any time during the Term (herein sometimes collectively called "*Construction Work*") without Landlord's prior written consent. Landlord reserves the right in its reasonable discretion to restrict or prohibit the hours, days, and/or months during which Construction Work may be conducted. In no event shall Tenant make or cause to be made any penetration through any roof, floor or exterior or corridor wall without the prior written consent of Landlord. Tenant shall be directly responsible and liable for any and all damages, including without limitation, damages to the Shopping Center, the Premises and the premises of the other tenants in the Shopping Center resulting from any of Tenant's Construction Work, whether or not Landlord's consent therefor was obtained. Any and all Construction Work which is consent to by Landlord shall be performed in accordance with:

(i) plans and specifications prepared by a licensed architect, engineer or interior designer and approved in writing by Landlord before the commencement of the Construction Work;

(ii) all necessary governmental approvals and permits, which approvals and permits Tenant shall obtain at its sole expense; and,

(iii) all applicable laws, ordinances, rules, regulations and building codes relating thereto.

(b) All Construction Work shall be compatible, harmonious and integrated with the architecture, materials, color palette and design themes of the Shopping Center. All Construction Work shall be performed in a good and workmanlike manner, using all new or like-new materials, and diligently prosecuted to completion so that the Premises shall at all times be a complete unit except during the period of the Construction Work. Any Construction Work performed by Tenant without Landlord's consent shall be returned to its original condition at Tenant's expense upon request by landlord. No consent or approval by Landlord of any plans or specifications for any Construction Work shall create any responsibility or liability on the part of Landlord for their completeness, design, sufficiency, safety or compliance with any laws, ordinances, rules, regulations or building codes relating thereto. Tenant shall perform any construction Work in such a manner as not to obstruct the access to the premises of any other occupant of the Shopping Center nor obstruct the Common Areas.

(c) In the event Tenant shall perform any permitted or required Construction Work, none of the Construction Work need be insured by Landlord under such insurance as Landlord may carry upon the Shopping Center, nor shall Landlord be required under any provisions of this Lease relating to reconstruction of the Premises to reconstruct or reinstall any such Construction Work. Tenant shall carry builder's risk insurance in an amount sufficient to cover the cost of work and materials during the performance of all Construction Work.

(d) All improvements to the Premises by Tenant, including, but not limited to, the items furnished pursuant to Tenant's Work, alterations or changes by Tenant, light fixtures, floor coverings and partitions, but excluding trade fixtures

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and signs and other personal property specified in Section 11.5, shall become the property of Landlord upon expiration or earlier termination of this Lease; provided, however, Landlord may designate by written notice to Tenant those alterations, changes, and additions made in the Premises which shall be removed by Tenant at the expiration or termination of this Lease, in which event Tenant shall promptly remove the same and repair the damage to the Premises caused by such removal or by the installation of such alterations or changes.

(e) Tenant shall pay or cause to be paid all costs for work done by it or caused to be done by it on, and for materials furnished to the Premises, and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens on account of work done by Tenant or persons claiming under it. If requested by Landlord, prior to commencing any such work, Tenant shall obtain and cause to be recorded a labor and material payment bond in the amount which is one and one-half (1 ½) times the amount of the cost of all such work and materials or such other amount as Landlord reasonably shall require. Tenant shall indemnify, defend and hold Landlord harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any claim of lien should be filed against the Premises or the Shopping Center or any interest in either, Tenant shall, within fifteen (15) days thereafter, cause the property which is subject to the lien to be discharged therefrom either by paying the same or by recording a surety bond in an amount sufficient to discharge the lien. If Tenant shall be in default in paying any charge for which a mechanics' or materialmen's lien claim or suit to foreclose the lien have been filed and shall not have recorded the surety bond referred to above, Landlord may, (but shall not be required to) pay the claim and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant, and Tenant shall pay the same to Landlord with interest at one and one-half percent (1 ½) per month from the dates of Landlord's payments.

11.5 TENANT'S PROPERTY; REMOVAL. All fixtures, trade fixtures, furnishings, and personal property shall be new or of like-new quality. Any trade fixtures and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant. Tenant shall have the right, provided Tenant is not in default under the terms of this Lease, at any time and from time-to-time during the Term, to remove personal property which it may have stored or installed in the Premises, provided Tenant shall not be permitted to remove so much of such personal property during the Term without the immediate replacement thereof with similar personal property of comparable or better quality, as to render the Premises unsuitable for conducting the type of business permitted to be conducted by Tenant under this Lease. Tenant at its expense shall immediately repair any damage occasioned to the Premises by reason of installation or removal of any such personal property. If this Lease expires or is terminated and Tenant fails to remove such items from the Premises prior to such expiration or termination (or within fourteen (14) days after the effective date of termination pursuant to Article 12), then Landlord may at Landlord's option retain all or any of such property, and title thereto shall thereupon automatically vest in Landlord, or Landlord may remove same from the Premises and dispose of all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to the Premises resulting from or caused by such removal.

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ARTICLE 12: DAMAGE OR DESTRUCTION

12.1 PARTIAL DAMAGE - FULLY INSURED. Subject to the provisions of Section 12.4, "Damage Near End of Term", if the Premises are damaged or destroyed and such damage or destruction was caused by a casualty covered under an insurance policy maintained by Landlord pursuant to Section 8.2, and the proceeds of such insurance are sufficient to fully pay for the restoration of the Premises, Landlord shall, at Landlord's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect.

12.2 PARTIAL DAMAGE - NOT FULLY INSURED. Subject to the provisions of Section 12.4, "Damage Near End of Term", if at any time during the Term of this Lease the Premises are damaged, except by a negligent or willful act of Tenant, and such damage was caused by a casualty not fully covered under an insurance policy maintained by Landlord pursuant to Section 8.2, Landlord may, at Landlord's option, either: (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease as of the date of the occurrence of such damage. In the event Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense with reimbursement from Landlord up to the amount of the insurance proceeds, in which event this Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

12.3 TOTAL DESTRUCTION. If at any time during the Term hereof the Premises are totally destroyed from any cause not covered by the insurance maintained by Landlord pursuant to Section 8.2, (including any total destruction required by an authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

12.4 DAMAGE NEAR END OF TERM. If the Premises are partially destroyed or damaged during the last year of the Term of this Lease, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage. If Landlord fails to give such notice of termination, this Lease shall continue in full force and effect.

12.5 ABATEMENT OF RENT; TENANT'S REMEDIES.

(a) If the Premises are destroyed or damaged and Landlord or Tenant repairs or restores the Premises pursuant to the provisions of this Article 12, the Rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises or alternative space (provided by Landlord) within the Shopping Center is impaired. Except for abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

(b) If Landlord or Tenant shall be obligated to repair or restore the Premises under the provisions of this Article 12 and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, either party may at such party's option cancel and terminate this Lease by giving the other written notice of Landlord or Tenant's (as applicable) election to do so at any time prior to the commencement of such repair or restoration. In such event, this Lease shall terminate as of the date of such notice. Any abatement in Rent shall be computed as provided in Section 12.5(a).

12.6 TERMINATION - ADVANCE PAYMENTS. Upon termination of this Lease pursuant to this Article 12, an equitable adjustment shall be made concerning advance Rent and any advance payments made by Tenant to Landlord. Landlord shall, in addition, return to Tenant so much of Tenant's Security Deposit as has not theretofore been applied by Landlord.

ARTICLE 13: ASSIGNMENT AND SUBLETTING

13.1 RESTRICTIONS ON TRANSFER. Subject to the terms of the Franchise Agreement, attached hereto as Exhibit G and incorporated by this reference, Tenant shall not voluntarily, involuntarily, or by operation of law, transfer, assign, sublet in whole or in part, enter into license or concession agreements, change ownership, hypothecate, mortgage, or otherwise encumber this Lease, or Tenant's interest in and to the Premises (including, without limitation, any leasehold improvements therein), or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees (collectively or separately, as the case may be, any such instance hereinafter a "transfer"), in each instance, without first procuring the consent of Landlord, references elsewhere herein to assignees, subtenants or other persons notwithstanding. Any transfer or attempted transfer without Landlord's consent where such consent is required hereunder shall be void and confer no rights upon any third person, and said third party shall be a tenant at sufferance. Without in any way limiting Landlord's right to refuse to give such consent for any other reason or reasons, Landlord reserves the right to refuse to give such consent unless Tenant, and any guarantor, remains fully liable under this Lease during the unexpired Lease Term and any extension thereof, and Landlord further reserves the right to refuse to give such consent if, by reason of any such transfer, in Landlord's sole discretion and opinion: (i) the use or occupancy of the Premises would change, or if the proposed use or occupancy would breach or conflict in any way with any covenant of Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Shopping Center; (ii) the quality of merchandising operation within the Premises or the Shopping Center would be or may be in any way adversely affected; (iii) the financial worth, credit rating, business reputation or anticipated Percentage Rent (if any) of the proposed new occupant are less than that of Tenant; (iv) the proposed new occupant has, within the five (5)-year period immediately preceding the proposed transfer, less than three (3) years' experience in operating substantially the same type of retail store as operated hereunder by Tenant; (v) the Premises as a result of such transfer would be subject to any alteration, addition or other change or requirement to bring the same into compliance with all then applicable environmental and other laws including, without limitation, all laws, ordinances, rules, directions, regulations, guidelines, requirements and orders of all governmental and public bodies and agencies; (vi) Tenant is then in default under any of the terms, conditions or covenants of this Lease; or (vii) Tenant has not operated the Permitted Use continuously and without interruption in the Premises. Consent to any transfer shall not constitute a waiver or discharge of any of the provisions of this Article 13 with respect to any subsequent transfer. 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 a consent to any such transfer. In no event shall the Premises be subdivided or partially sublet except in accordance with Section 13.2 below.

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13.2 MERGER; CORPORATE TRANSFERS. If Tenant or any subtenant (including also any entity becoming Tenant pursuant to the immediately following sentence) is a corporation, the capital stock of which is not publicly traded on a recognized national stock exchange, or is a limited liability company or an unincorporated association, or company, or a partnership, the transfer of effective controlling interest in such partnership, association or company, or the transfer of management from any managing partner or manager of a limited liability company, or the transfer of any stock in such corporation in the aggregate in excess of fifty percent (50%) from the holdings at the time such entity became Tenant or any subtenant hereunder (including also the merger or consolidation of Tenant or any subtenant with any other corporation or business entity as well as the change or conversion of Tenant or any subtenant to any company, partnership or other entity which possesses the characteristics of limited liability), shall be deemed a transfer requiring Landlord's written consent within the meaning and provisions of this Article 13. Tenant shall have the right without Landlord's consent (and without being subject to the provision of Section 13.4 below) to assign this Lease or sublet the Premises or any part thereof to any parent, subsidiary or affiliated corporation provided that: (i) any such assignee or subtenant shall deliver to Landlord a copy of a document satisfactory to landlord by which such assignee or subtenant agrees upon such assignment or subletting to assume and perform all of the terms and conditions of this Lease on Tenant's part; (ii) Tenant and any guarantor remains fully liable hereunder for the unexpired Lease Term and any extension thereof and if requested by landlord delivers a written instrument to Landlord confirming the same; and (iii) in the event such parent, subsidiary or affiliated corporation of the entity making the assignment or sublease shall at any time after the date of such assignment or sublease no longer be a parent, subsidiary or affiliated corporation of the entity making assignment or sublease, then such event shall constitute a transfer requiring Landlord's consent hereunder.

13.3 FORM OF TRANSFER AND EXPENSES. Each transfer to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, and shall be executed by the transferor, and the transferee shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant. Such written instrument shall contain an express acknowledgement by Tenant and any guarantor of this Lease that, notwithstanding any such transfer and consent of Landlord, said Tenant and such guarantor shall not be released or discharged from any of their respective liability whatsoever with respect to this Lease. One executed copy of such written instrument shall be delivered to Landlord. Failure to first comply with the provisions of this Article 13 shall operate to prevent any such transfer from becoming effective. Tenant expressly agrees to reimburse Landlord or its designee promptly upon demand therefor all of Landlord's costs and expenses (including but not limited to attorneys' fees) in conjunction with the processing, reviewing, negotiating and/or documenting of each transfer hereunder made or requested by Tenant.

13.4 CANCELLATION/TRANSFER; RENT ADJUSTMENTS.

(a) In the event of any proposed assignment of this Lease or subletting of the Premises requiring Landlord's consent under this Article 13, Tenant shall request such consent by giving Landlord notice of its intention with respect thereto setting forth the proposed date which such assignment or sublease is to become effective (and any terms thereof) and include with such notice a copy of the proposed assignment or sublease documents together with all collateral agreements. Such request shall be accompanied by a written statement signed by both Tenant and the proposed transferee setting forth the details of the proposed transfer, including the name, business and financial condition of the proposed transferee, the financial details of the proposed transfer (e.g., the term, rent and security deposit payable under any assignment or sublease), and any other information Landlord deems relevant. Upon the receipt of such request, statement and information from tenant, notwithstanding anything to the contrary contained in Section 13.1 through 13.4 above, (and in place of Landlord granting or withholding its consent) Landlord shall have the right, to be exercised in writing within thirty (30) days after such receipt, to cancel and terminate this Lease, as of the date set forth in Landlord's notice of exercise of such option, which effective date of termination in Landlord's notice shall not be less than sixty (60) nor more than one hundred twenty (120) days following the giving of such notice. Tenant shall have the right to negate Landlord's cancellation by withdrawing its request within five (5) days after giving of Landlord's notice, whereupon this Lease and the occupancy hereunder shall continue unchanged and in full force and effect. In the event Landlord shall exercise such cancellation right, Tenant shall surrender possession of the Premises on the date set forth in such notice and in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Lease Term.

(b) In the event Landlord shall not exercise its option to cancel this Lease as provided herein, and Landlord consent to any such assignment or subletting as provided in this Article 15, then in such event the then-applicable Base Rent shall be increased, effective as of the date of such assignment or subletting, to the higher of (i) the rentals payable by any such assignee or sublessee pursuant to such assignment or sublease, or (ii) an amount equal to the total of the then-applicable Base Rent, plus the highest amount of Percentage Rent (if any), required to be paid by Tenant pursuant to this lease during the three (3) Lease Years immediately preceding such assignment or subletting. In addition, if Landlord has furnished Tenant with a Tenant allowance hereunder, then Tenant shall promptly reimburse Landlord an amount equal to the product obtained by multiplying the number of Lease Years remaining under this Lease by the quotient obtained after dividing the amount of such allowance by the number of Lease Years under the original Lease Term.

13.5 DIRECT LEASE. Landlord also shall have the option, in the case of a proposed sublease, to sublease the affected space from Tenant on the same terms and conditions as are being offered by the proposed subtenant. This option shall be exercised, if at all, no later than ten (10) days after Tenant has provided all of the information required by this Article 13.

13.6 LIMITATIONS. It shall not be unreasonable for Landlord to withhold consent if the proposed assignee or subtenant is a tenant in another building in the Tucson Metropolitan Area owned by Landlord or by an affiliate of Landlord or of any of Landlord's constituent partners or principals or if the use by the proposed assignee or subtenant would contravene this Lease or any restrictive use covenant or exclusive rights granted by Landlord or if the proposed assignee or subtenant does not intend to occupy the Premises for its own use.

13.7 NO WAIVER. No consent shall constitute consent to any further assignment or subletting.

13.8 TRANSFER BY LANDLORD. In the event of a sale or other transfer of the Shopping Center (except in the case of a sale-leaseback financing transaction in which Landlord is the lessee), Landlord shall transfer and assign to such purchaser or transferee any portion of the Security Deposit (if any) which may then be held by Landlord pursuant to Article 6 of this Lease, and Landlord thereupon and without further act by either party hereto shall be released from all liability and obligations hereunder derived from this Lease occurring after the consummation of such sale or transfer.

ARTICLE 14: DEFAULTS; REMEDIES

14.1 DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(a) The vacating or abandonment of the Premises by Tenant.

(b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due. Landlord shall not be required to give Tenant notice of Tenant's failure to make such payments, as and when due.

(c) The submission by Tenant to Landlord of Tenant Related Information (Article 19, "Landlord Reliance on Tenant Related Information") which was false or incomplete in any material respect as of the date of this Lease.

(d) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than the defaults described in Sections 14.1(a), 14.1(b), or 14.1 (c), where such failure shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it can be cured and more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(e) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

(f) Tenant's receipt of three (3) notices under Sections 14.1(a), 14.1(b), 14.1(c) or 14.1(d) in any twenty-four (24) month period, notwithstanding any subsequent cure of the failure to perform or observe the terms or conditions of this Lease as identified in such notices.

14.2 REMEDIES. In the event of any material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have under the terms of this Lease, at law or in equity by reason of such default or breach:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the Term after the time of such

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award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of any leasing commission actually paid by Landlord applicable to the unexpired Term of this Lease. Unpaid installments of Rent or other sums shall bear interest from the date due at the rate of eighteen percent (18%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of: (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Section 14.2(a), or (ii) proceeding under Section 14.2(b).

(b) Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises is located.

14.3 DEFAULT BY LANDLORD. Landlord shall not be in default under this Lease unless Landlord fails to perform any of its obligations as set forth hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord (unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure such failure within said thirty (30) days and continues diligently to pursue the curing of the same). If Landlord shall be in default under this Lease and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the net proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center as the same may then be encumbered (i.e., subject to the rights of all lenders and other encumbrances) and Landlord shall not be liable for any deficiency.

ARTICLE 15: PARKING

15. PARKING. During the Term of this Lease, Tenant shall have the non-exclusive right to use the parking lot for automobile or truck parking purposes subject to the Rules and Regulations established by Landlord from time to time designating areas for Tenant, employee and invitee parking; provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such common and parking areas shall not constitute a violation of this covenant. From time to time, as requested by Landlord, Tenant shall furnish Landlord with the name of each person working at or from the Premises together with the make, model, year and license plate number of each vehicle used by such person parked at or about the Shopping Center. Landlord shall have the right to require Tenant and each of Tenant's employees and agents to maintain a Landlord furnished tag in or on each vehicle used or leased by Tenant or Tenant's employees and agents parked at or about the Shopping Center. Landlord reserves the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas. Landlord may, from time to time, designate areas in the parking lot for the exclusive use of certain designated tenants as covered parking or non-covered parking. Landlord may charge a fee pursuant to a separate rental agreement for the use of covered parking. Tenant and Tenant's employees shall park their automobiles in those areas from time to time designated for employee parking, or at Landlord's written request shall park their automobiles outside of the Shopping Center. Landlord shall have the right to have vehicles parked in violation of this Section 15 towed at owner's expense. This Lease shall be subordinate to any agreement existing as of the date of this Lease or subsequently placed upon the real property of which the Premises are a part, which agreement provides for reciprocal easements and restrictions pertaining to the common and parking areas, and in the event of conflict between the provisions of such agreement and this Lease, the provisions of said agreement shall prevail; provided, however, nothing therein shall cause the Tenant to pay a greater share of the Common Area Charges than herein provided. Landlord shall have the right to require Tenant and each of Tenant's employees and agents to sign a parking registration agreement acknowledging and agreeing to the terms of this Article 15.

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ARTICLE 16: CONDEMNATION

16. CONDEMNATION. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "Condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. However, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion that the floor area taken bears to the total leaseable area of the Shopping Center. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such Condemnation, repair any damage to the Premises caused by such Condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. Tenant shall pay any amount in excess

of such severance damages required to complete such repair. If more than twenty percent (20%) of the floor area of the improvements on the Premises, or more than thirty-five percent (35%) of the Shopping Center which is not occupied by any improvements, is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing only within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession.

ARTICLE 17: RELOCATION

17. **RELOCATION.** Landlord, upon at least sixty (60) days prior notice to Tenant, may require Tenant to relocate to other premises of substantially equal size in the Shopping Center which shall, upon delivery, be substituted for the Premises under this Lease. The amount of the Base Rent and Tenant's share of Common Area Charges, Utility Costs and Real Estate Taxes shall be adjusted based upon the leaseable area of the substitute premises. Landlord, at Landlord's expense, shall cause the substitute premises to be improved prior to delivery in a manner similar to the original Premises. Upon request, Tenant shall cooperate in the preparation or approval of plans and specifications for the improvements. Landlord shall bear all reasonable out-of-pocket costs incurred in connection with the relocation for changes in signs, changes in stationery, reinstallation of telephone equipment, moving of furniture and personal property, and similar matters. Should Tenant refuse to permit Landlord to move Tenant to such new space, Landlord, in such event, shall have the right to terminate this Lease by giving written notice to that effect to Tenant in which event this Lease shall terminate effective ninety (90) days from the date of original notification by Landlord of Landlord's desire that Tenant be relocated. If Landlord moves Tenant to such new space, this Lease and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the "Premises".

ARTICLE 18: GENERAL PROVISIONS

18.1 **LANDLORD'S LIABILITY.** Any provisions of this Lease or any exhibits, riders, addenda hereto (collectively, the Lease Documents") to the contrary notwithstanding, it is expressly understood and agreed between the parties hereto that: (a) the recourse of Tenant or its successors or assigns against Landlord with respect to the alleged breach by or on the part of Landlord of any representation, warranty, covenant, undertaking or agreement contained in any of the Lease Documents (collectively, Landlord's Lease Undertakings) shall extend only to Landlord's interest in the real estate of which the Premises are a part (Landlord's Real Estate) and not to any other properties or assets of Landlord or its officers, members, managers, directors, shareholders, parents, subsidiaries, affiliates, employees, representatives, successors and assigns; and (b) except to the extent of Landlord's interest in Landlord's Real Estate, no personal liability or personal responsibility of any kind with respect to any of Landlord's Lease Undertakings or any alleged breach thereof is assumed by, or shall at any time be enforceable against Landlord, its officers, members, managers, directors, shareholders, parents, subsidiaries, affiliates, employees, representatives, successors, and assigns. Additionally, any recovery by Tenant against Landlord's interest in Landlord's Real Estate pursuant to the foregoing shall in all events be limited to the amount of Tenants direct and compensatory damages for the breach hereof, Tenant hereby expressly waiving and foregoing any and all rights that might otherwise exist under this Lease or applicable law for recovery of indirect, consequential, or punitive or exemplary damages.

18.2 ESTOPPEL CERTIFICATE.

(a) Tenant shall at any time upon not less than five (5) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

(b) Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant: (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, (iii) that not more than one (1) month's Rent has been paid in advance, and (iv) that Landlord is irrevocably constituted as Tenant's attorney-in-fact to issue such statement.

(c) If Landlord desires to sell or to finance or refinance the Premises, the Shopping Center, or any part thereof, Tenant hereby agrees to deliver to any buyer or lender designated by Landlord such financial statements of Tenant as may be reasonably required by such buyer or lender. Such statements shall include the past three (3) years' financial

statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

18.3 SUBORDINATION. This Lease is subject and subordinate to all ground or underlying leases, mortgages and deeds of trust which now affect the real property of which the Premises forms a part or affect the ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof. It is further agreed that this Lease may, at the option of Landlord, be made subordinate to any ground or underlying leases, mortgages or deeds of trust which may hereafter affect the real property of which the Premises forms a part or affect the ground or underlying leases, and that Tenant or Tenant's successors-in-interest will execute and deliver upon the demand of Landlord any and all instruments desired by Landlord subordinating in the manner requested by Landlord this Lease to such lease, mortgage or deed of trust. Landlord is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Tenant to execute and deliver all such subordination instruments in the event Tenant fails to execute and deliver said instruments within five (5) days after written request therefor.

18.4 NOTICE TO MORTGAGEE. Tenant agrees to give any mortgagees and/or trust deed holders, by Certified - Return Receipt Requested Mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees and/or Trust Deed Holders shall have an additional thirty (30) days in which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

18.5 SEVERABILITY AND CAPTIONS. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Section and paragraph captions are for reference purposes only and are not a part of the terms of this Lease.

18.6 TIME OF ESSENCE. Time of performance of each and every condition and agreement made herein is of the essence.

18.7 NOTICES. Wherever in this Lease (including also any exhibits, addenda and riders attached hereto and made a part hereof) it shall be required or permitted that notice, request, approval, demand, consent or other communication be given or served by Landlord or Tenant to or on the other, such notice, request, approval, demand, consent or other communication shall be in writing and shall be deemed to be given or served at the time of mailing by certified or registered mail, postage prepaid (or upon deposit with a nationally-recognized overnight courier service whose standard practice is to obtain a receipt upon delivery), addressed to the address of the addressee specified in the Fundamental Lease provisions hereof. Either party may change such address by notice by certified or registered mail to the other. Notwithstanding anything to the contrary contained within this Section 18.7, notices to advise Tenant of Tenant's covenants and obligations under this Lease may, at Landlord's option, be delivered to one of Tenant's managing employees at the Premises, and shall when so delivered be deemed to be effectively served upon Tenant. Concurrently with the delivering of any notice to Tenant's managing agent in accordance with the foregoing, Landlord shall deliver a copy to Tenant's notice address in accordance with the provisions of Section 18.7.

18.8 TERMINATION, NO WAIVER, NO ORAL CHANGE. In the event this Lease terminates for any reason (including but not limited to termination by Landlord) prior to its natural expiration date, such termination will effect the termination of any and all agreements for the extension of this Lease (whether expressed in an option, exercised or not, or collateral document or otherwise); any right herein contained on the part of Landlord to terminate this Lease shall continue during any extension hereof; any option on the part of Tenant herein contained for an extension hereof shall not be deemed to give Tenant any option for a further extension beyond the first extended term. Interruption or curtailment of any services shall not constitute a constructive or partial eviction or entitle Tenant to any abatement of Rent or any compensation (including but not limited to compensation for annoyance, inconvenience or injury to business). No act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys of said Premises prior to the termination of this Lease. The delivery of keys to an employee of Landlord or Landlord's agents shall not operate as a termination of this Lease or a surrender of Premises. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any term, covenant, condition, provision or agreement of this Lease, or any of the Rules and Regulations attached to this Lease or hereafter adopted by Landlord, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease shall not be deemed a

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waiver of such breach. The failure of Landlord to enforce any of the Rules and Regulations attached to this Lease, or hereafter adopted, against Tenant or any other tenant in the Shopping Center shall not be deemed a waiver of any such Rules and Regulations. No provision of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord. 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 provided in this Lease or at law. This Lease contains the entire agreement between the parties and recites the entire consideration given and accepted by the parties. Any agreement hereafter made shall be ineffective to change, modify, waive or discharge it in whole or in part unless such agreement is in writing and signed by both parties.

18.9 RECORDING. Tenant shall not record this Lease without Landlord's prior written consent and such recordation shall, at the option of Landlord, constitute a non-curable default of Tenant hereunder. Either party shall, upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes. The party requesting recording shall bear all costs associated therewith.

18.10 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.11 COVENANTS AND CONDITIONS. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

18.12 BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 18.1, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state in which the Premises are located. Venue shall be in the county in which the Premises are located.

18.13 LITIGATION AND ATTORNEY'S FEES. In the event either Landlord or Tenant shall bring any action or proceeding for damages for any alleged breach of any provision of this Lease, to recover Rent or Additional Rent, or to enforce, protect, or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of, or incident to, such action or proceeding, all attorneys' fees, expert witness fees and other costs and expenses incurred in the preparation and processing of such action or proceedings. In addition, Landlord shall be entitled to all attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder, whether or not a legal action is subsequently commenced. All attorneys' fees, expert witness fees and other costs and expenses incurred by Landlord by reason of any action to which Landlord shall be made a defendant because of any action or omission of Tenant shall constitute Additional Rent under this Lease.

18.14 SIGNS AND AUCTIONS. Landlord makes no representation or warranty, either expressed or implied, concerning any sign ordinances, rules or regulations relating to the Premises or Tenant's signage. Tenant is responsible to inform itself of all governmental laws, ordinances, rules and regulations applying to the Premises or Tenant's signage. Subject to applicable law and with Landlord's prior written consent, Tenant shall have the right (provided no event of default has occurred which remains uncured beyond expiration of the applicable cure period) to install and maintain at Tenant's sole cost and expense a sign above the customer entrance to the Premises. No signs, banners, posters, placards, nameplates, or advertisements of any kind or nature shall be erected on the exterior of the Premises without Landlord's prior written consent, and all such items shall conform to Landlord's Sign Criteria for the Shopping Center as set forth on Exhibit E and shall be in compliance with applicable law. Full and complete specifications, including without limitation with respect to materials, colors, design, size of panel, lettering, logo, and other design elements, manner of installation, illumination, and any other features, shall be submitted for Landlord's review and prior written consent. After obtaining Landlord's written consent, Tenant shall be responsible for obtaining all applicable sign permits at Tenant's expense. Tenant shall maintain its signs in good condition and repair at all times, and shall save the Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal. Tenant shall, at its own cost and expense, obtain all necessary sign permits from all governmental bodies having jurisdiction over Tenant's signage. Tenant shall not install any signs in or about the Premises or modify its existing Premises' signage without first obtaining all necessary sign permits and Landlord's prior written consent.

Tenant shall not place any sign, loudspeakers, banners or flags upon the Premises without Landlord's prior written consent. Exhibit E ("Sign Criteria") contains all of the Landlord requirements and specifications for any signs that are permitted in or about the Premises and the requirements for the removal of all signs at the end of the Lease Term. Exhibit E refers only to Landlord's Sign Criteria, which may be more or less restrictive than the governmental laws, ordinances, rules and regulations applying to the Premises or Tenant's signage. Tenant hereby covenants and agrees to erect its signage within thirty (30) days from the day Tenant opens for business to the public from the Premises.

18.16 MERGER. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof shall not work a merger and shall, at the option of Landlord, terminate all or any existing sub-tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such sub-tenancies.

18.17 CORPORATE AUTHORITY. If Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. If Tenant is a corporation, Tenant shall, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Lease.

18.18 LEASEABLE AREA. The leaseable area of the Premises is computed by measuring to the exterior finish of permanent outer walls of the building, to the hallway or corridor side of public corridors, and to the centerline of partitions or other party walls which separate the Premises from adjoining premises, with no deductions for columns and projections necessary to the building structure. The leaseable area of the Premises and the Shopping Center are set forth in the Fundamental Lease Provisions.

18.19 CONSENT. Any consent by Landlord to any assignment or subletting or other operation by a concessionaire or licensee shall not constitute a waiver of the necessity for such consent under any subsequent assignment or subletting or operation by a concessionaire or licensee.

18.20 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS. The respective parties hereto shall and hereby do waive trial by jury in any action or proceeding brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, or any claim of injury or damage or the enforcement of any remedy under any statute, emergency or otherwise. In the event Landlord commences any proceedings for nonpayment of Rent or other sums due hereunder, Tenant shall not, and Tenant hereby waives any right to, interpose any counterclaim of whatever nature or description in any such proceedings. Such waiver shall not, however, be construed as a waiver of Tenant's rights to assert such claims in any separate action or actions brought by Tenant.

18.21 INABILITY TO PERFORM. This Lease and the obligation of Tenant to pay Rent hereunder and to keep, observe and perform all of the other terms, covenants, conditions, provisions and agreements of this Lease on the part of Tenant to be kept, observed or performed shall in no way be affected, impaired or excused because Landlord is unable to fulfill any of its obligations under this Lease or to supply, or is delayed or curtailed in supplying, any service expressly or implied to be supplied or is unable to make, or is delayed or curtailed in making, any repairs, alterations, decorations, additions or improvements, or is unable to supply, or is delayed or curtailed in supplying, any equipment or fixtures, if Landlord is prevented, delayed or curtailed from so doing by reason of any cause beyond Landlord's reasonable control including, but not limited to, acts of God, strike or labor troubles, fuel or energy shortages, governmental preemption or curtailment in connection with a national emergency or in connection with any rule, order, guideline or regulation of any department or governmental agency or by reason of the conditions of supply and demand which have been or are affected by a war or other emergency. Any such prevention, delay or curtailment shall be deemed excused and Landlord shall not be subject to any liability resulting therefrom.

18.22 COUNTERPARTS. This Lease may be executed in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute and be construed as one and the same instrument.

18.23 BROKERS' DISCLOSURE AND COMMISSIONS. Tenant warrants that it has had no dealing with any real estate broker who is entitled to a commission in connection with this Lease except as set forth in the Fundamental Lease Provisions and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including, without limitation, reasonable attorney's fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of Tenant's dealings with any real estate broker or agent other than that specified herein. Landlord shall pay a commission to Landlord's Broker in accordance with the terms and conditions of a separate agreement between Landlord and Landlord's Broker.

18.24 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

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18.25 GUARANTY. The effectiveness of this Lease shall be subject to the condition precedent that Tenant shall have caused the guarantor, if any, identified in the Fundamental Lease Provisions, to execute and deliver to Landlord a Continuing Guaranty of Lease in the form of Exhibit D attached hereto.

18.26 INTEREST. If Tenant shall fail to pay, when the same is due and payable, Base Rent, Additional Rent or any other amount due Landlord under this Lease, the unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum ("*Interest*") from the date such amount became due to the date of payment.

18.27 DEFINITION OF RENT; DAYS. The terms "*rent*" and "*rental*" as used in this Lease shall include Base Rent, Additional Rent and all other sums and/or charges which are payable by Tenant pursuant to this Lease or any exhibit or addenda hereto. Without limiting the generality of the foregoing, "*rent*" shall also include any sum advanced or expense incurred by Landlord on Tenant's behalf or at Tenant's request for or relating to the Premises, whether or not such sum or expense is otherwise provided for in this Lease. Unless otherwise specified herein, all references to "*days*" shall mean calendar days with no allowance given for holidays, weekends, business days or otherwise.

18.28 PREVENTION OF PRESCRIPTIVE EASEMENTS. To prevent prescriptive rights or easements from arising in favor of third parties, Landlord reserves the right, upon thirty (30) days prior written notice to Tenant, to completely close the Shopping Center from time-to-time, but in any event not more frequently than one (1) day each year. The failure of Landlord in any given year to exercise its right to close the Shopping Center shall not be deemed a waiver of Landlord's right to do so in the future.

18.29 EFFECTIVE DATE. Unless otherwise provided in this Lease, the Effective Date of this Lease shall be the date the latter of Landlord or Tenant executes this Lease, and solely Landlord or Landlord's counsel is hereby authorized to insert the Effective Date into the introductory paragraph of this Lease.

18.30 RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or between Landlord and any other party or causing Landlord to be responsible in any way for the debts or obligations of Tenant or of any other party.

18.31 RIGHT TO LEASE. Landlord reserves the absolute right to affect such other tenancies in the Shopping Center as landlord, in the exercise of its sole business judgment, shall determine to best promote the interests of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific store, business, tenant or number of stores, businesses or tenants shall during the Lease Term occupy or operate in the Shopping Center. Tenant specifically acknowledges that Landlord has not made any promises or representations as to the amount of Gross Sales which may be derived from or generated at the Premises.

18.32 DOCUMENT REVIEW. In the event Tenant makes any request upon Landlord causing or requiring Landlord to process, review, negotiate and/or prepare (or cause to be processed, reviewed, negotiated and/or prepared) any document or documents in connection with or arising out of or as a result of this Lease, then Tenant shall reimburse Landlord or its designee promptly upon demand therefor a reasonable processing, reviewing, negotiating and/or documenting fee (including, but not limited to, attorneys' fees) in conjunction with each such request.

18.33 NEGOTIATED DOCUMENT. Tenant acknowledges that it has read all of the provisions contained in this Lease and all exhibits which are a part hereof and that it has had the opportunity to review this Lease prior to execution with legal counsel and such other advisors as Tenant deems appropriate.

18.34 CAPTIONS AND TERMS. The captions of Articles and Sections of this Lease and any exhibits are for convenience of reference only and do not in any way limit or amplify the terms and provisions of this Lease. If more than one person, corporation or other entity is named as Tenant in this Lease and executes the same, the word "Tenant" wherever used in this Lease is intended to refer to all such persons, corporations or other entities, and the liability of such persons, corporations or other entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. If Tenant is composed in whole or in part of a husband and wife, the separate estate of each spouse as well as their community property shall be liable hereunder. The use of the singular shall include the plural, and vice versa, and words of any gender shall include the other.

ARTICLE 19: LANDLORD RELIANCE ON TENANT RELATED INFORMATION:

19. LANDLORD RELIANCE ON TENANT RELATED INFORMATION: To induce Landlord to lease the Premises to Tenant, Tenant has furnished to Landlord certain information concerning Tenant, including without limitation, financial statements, resumes, and other business materials (the "Tenant Related Information"). Tenant hereby certifies to Landlord that as of the Effective Date, all of the Tenant Related Information is true, accurate and complete in all material respects. Tenant acknowledges that without the Tenant Related Information, Landlord would not have entered into this

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Lease with Tenant. If at any time subsequent to the Effective Date, Landlord discovers that any of the Tenant Related Information was false or incomplete in any material respect as of the Effective Date, then Landlord shall have sixty (60) days from the date of such discovery to notify Tenant in writing of such discovery and to declare the Tenant to have committed a non-curable default under the Lease. In such event, Landlord may pursue the Remedies provided for in Article 14: Defaults.

ARTICLE 20: MARKETING FUND

20. MARKETING FUND. As of the Effective Date of this Lease, there is no Marketing Fund (as the same is defined in Section 20(a) below. In the event Landlord forms and maintains a Marketing Fund during the Term of this Lease, the following provisions shall apply.

(a) For each Lease Year or partial Lease Year, the Landlord shall maintain a "*Marketing Fund*" which shall be used by Landlord to pay all costs and expenses associated with the formation and carrying out of an ongoing program for the promotion of the Shopping Center, which program may include, without limitation, special events, shows, displays, signs, marquees, decor, seasonal events, advertising for the Shopping Center, promotional literature to be distributed and other activities within the Shopping Center designed to attract customers.

(b) In addition, Landlord may use the Marketing Fund to defray the costs of administration of the Marketing Fund, without limitation, the salary of a marketing director and related administrative personnel, rent, and insurance.

(c) Tenant shall make the following contributions to the Marketing Fund: In each Lease Year, Tenant shall pay to Landlord, monthly in advance on the first (1st) day of each month, the sum set forth in the Fundamental Lease Provisions, "*Tenant's Monthly Contribution to Marketing Fund*", hereinafter referred to as "*Tenant's Contribution*."

(d) Tenant's Contribution shall be increased annually by the greater of: (i) five percent (5%), or (ii) the percentage increase, if any, in the Consumer Price Index - Western Region - All Items, as published by the United States Department of Labor's Bureau of Labor statistics (the "*Index*") over the immediately preceding calendar year. Any increase in the monthly Tenant's Contribution shall be effective on the first (1st) day of January of the next calendar year. Should the aforementioned Index be discontinued, the Landlord may substitute any official index published by the United States Department of Labor, or similar government agency as may then be in existence. Notwithstanding the foregoing, in no event shall Tenant's Contribution payable in any month be less than the Tenant's Contribution payable in the preceding month.

(e) Special Assessment: Tenant shall pay, as Additional Rent, Tenant's Share of Marketing Fund Special Assessments (as defined below) within ten (10) days of said assessment. Tenant's Share of Marketing Fund Special Assessments shall be a fraction, the numerator of which is the leaseable area of Tenant's Premises and the denominator of which is the leaseable area of all tenants of the Shopping Center that are participants in the Marketing Fund.

Special Assessment for the Marketing Fund shall be made only on the request of tenants whose premises represent sixty percent (60%) of the leaseable area leased by all tenants participating in the Marketing Fund.

ARTICLE 21: NON-DISCLOSURE

21. NON-DISCLOSURE. Landlord has informed Tenant that Landlord would not enter into this Lease with Tenant unless Tenant agrees to the terms and provisions of this non-disclosure section of this Lease. As a material inducement to Landlord to enter into this Lease, Tenant has agreed that Tenant and its employees (past, present or future) will not disclose any of the terms or conditions of this Lease, including without limitation the addenda and exhibits, or any of the negotiations leading up to the consummation of this Lease. Any disclosures made in violation of this Section 21 shall be a non-curable material default under this Lease. Within ninety (90) days of the date that Landlord learns of such default, Landlord may terminate this Lease by written notice delivered to Tenant and, in such event, Landlord shall have no further obligation to Tenant of any kind whatsoever. The provisions of this section may not be waived or modified by Landlord except by written instrument signed by Landlord and delivered to Tenant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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"LANDLORD"

MOLI, LLC
an Arizona limited liability company

By: Eddie Larios
Eddie Larios, Co-Manager

By: Maria Moschonas
Maria Moschonas, Co-Manager

"TENANT"

BIG NOSE FOODS LLC,
an Arizona limited liability company
d/b/a "I&I It's Greek to Me"

By: James Kelle
Title: Owner / Exec Chef

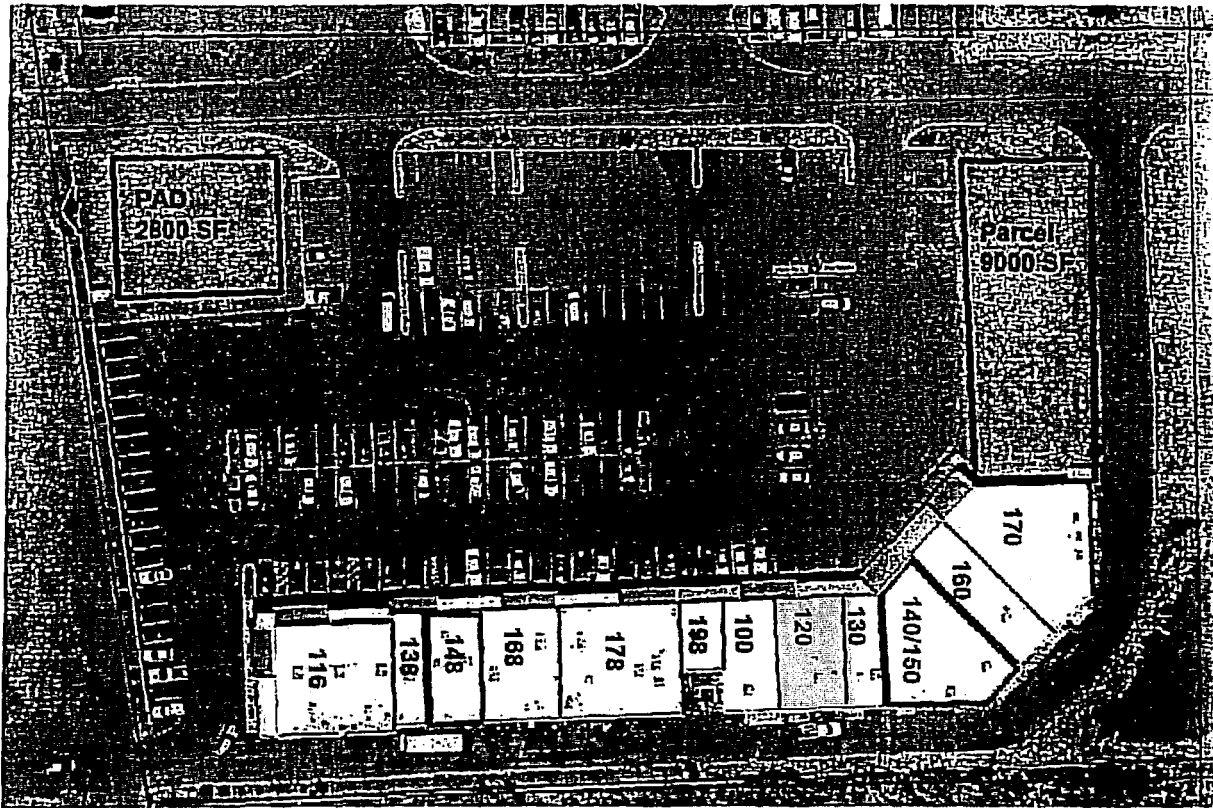
By: Jeffrey Bridge
Title: Owner / Business Mgr

13 JUN 21 11:47:14Z

EXHIBIT A

GENERAL SITE PLAN OF THE SHOPPING CENTER

This Exhibit A is a general schematic Site Plan only and expressly is not a representation regarding the actual size, configuration, location or number of depicted features within the Shopping Center. This Exhibit A is subject to such change from time-to-time as landlord may deem advisable and is also subject to the approval of all governmental agencies and authorities having jurisdiction thereover.



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SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☒ YES ☐ NO If yes, give license number and licensee's name:

License # 12104077 (exactly as it appears on license) Name Georgios Varnasidis

SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☒ YES ☐ NO
If yes, give the name of licensee, Agent or a company name:
Varnasidis Georgios and license #: 12104077
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☒ restaurant license, I certify that I understand that I must maintain minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

Jeffrey Budge
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

JB
applicant's initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:
- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas | Patio: <input type="checkbox"/> Contiguous |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Non Contiguous |
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO
If yes, what is your estimated opening date? _____
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

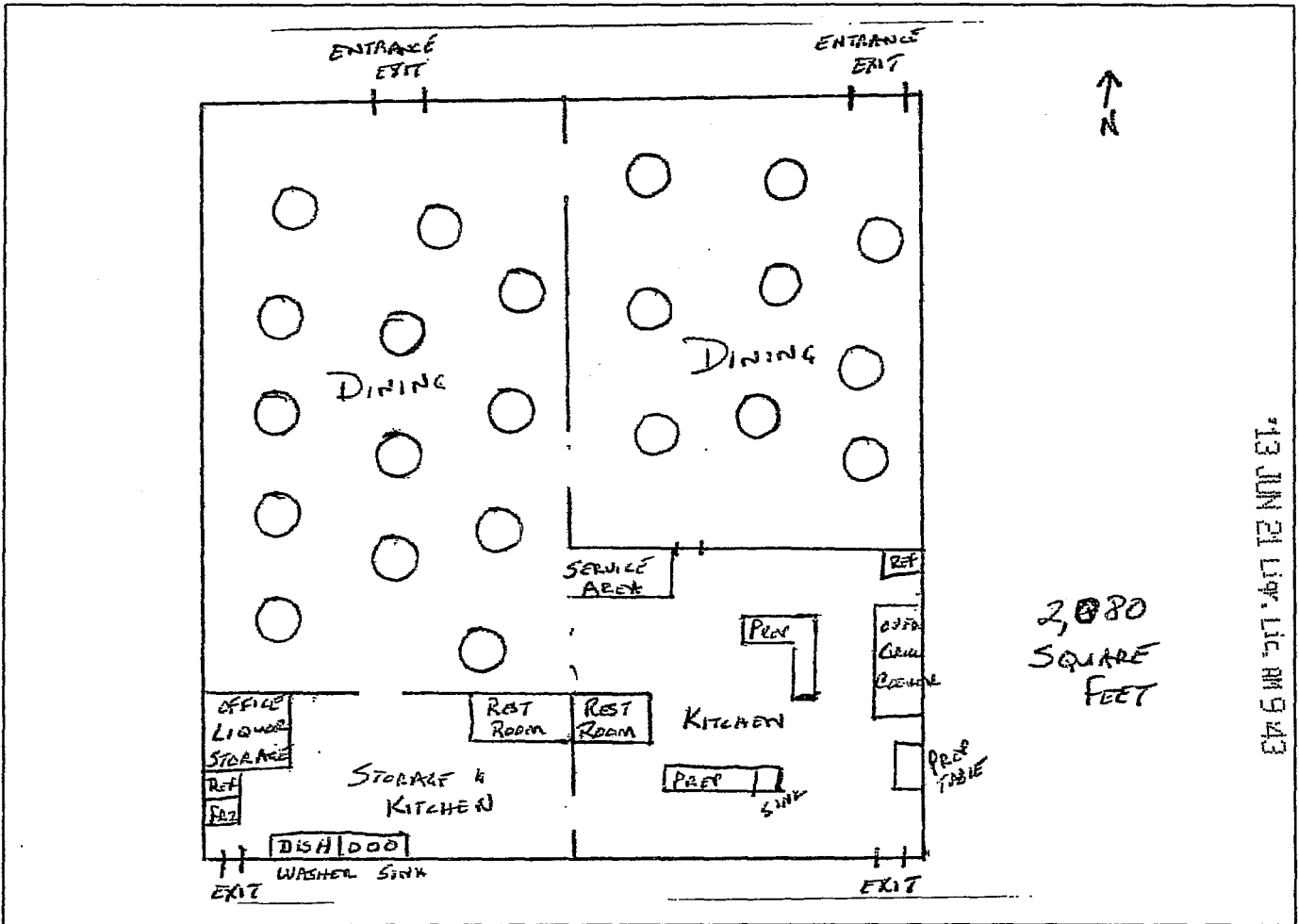
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

JB
applicant's initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.



SECTION 16 Signature Block

I, Jeffrey Stuart Bridge, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Jeffrey Bridge
(signature of applicant listed in Section 4, Question 1)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

21 of JUNE, 2013
Day Month Year

[Signature]
signature of NOTARY PUBLIC

My commission expires on :

