



Pima County Clerk of the Board

Melissa Manriquez

Katrina Martinez
Deputy Clerk

Administration Division
130 W. Congress, 1st Floor
Tucson, AZ 85701
Phone: (520)724-8449 • Fax: (520)222-0448

Management of Information & Records Division
1640 East Benson Highway
Tucson, Arizona 85714
Phone: (520) 351-8454 • Fax: (520) 791-6666

June 7, 2022

Brenda E. Sallard
Family Dollar No. 30188
500 Volvo Parkway
Chesapeake, VA 23320

RE: Arizona Liquor License Job No.: 189904
d.b.a. Family Dollar No. 30188

Dear Ms. Sallard:

Enclosed is a copy of the Affidavit of Posting relative to your Liquor License Application for a Series 10, Beer and Wine Store, which was received in our office on May 3, 2022. The Hearing before the Pima County Board of Supervisors has been scheduled for Tuesday, June 21, 2022, 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,

A handwritten signature in black ink, appearing to read "Melissa Manriquez", is written over the printed name and title.

Melissa Manriquez
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

AFFIDAVIT OF POSTING

Date of Posting: 05-05-22

Date of Posting Removal: 05-25-22

Family Dollar No. 30188
Applicant's Name: Sallard Brenda E.
Last First Middle

Business Address: 2820 W. Los Reales Road Tucson 85746
Street City Zip

License #: 189904

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.

G. Conn Process Server 520-203-6320
Print Name of City/County Official Title Phone Number

[Signature] 05-25-22
Signature Date Signed

Return this affidavit with your recommendations (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.

MAY 25 22 PM 02:06 PC CLK OF BD

YMW



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TO: Development Services, Zoning Division
FROM: Bernadette Russell *BR*
Administrative Specialist
DATE: 05/04/22
RE: Zoning Report - Application for Liquor License

Attached is the application of:

Brenda E. Sallard
d.b.a. Family Dollar No. 30188
2820 W. Los Reales Road
Tucson, AZ 85746

Arizona Liquor License Job No. 189904
Series 10, Beer and Wine Store
New License ☒
Person Transfer
Location Transfer

ZONING REPORT

DATE: 6-6-2022

Will current zoning regulations permit the issuance of the license at this location?

Yes ☒ No ☐

If No, please explain:

Chris Piner
Pima County Zoning Inspector

When complete, please return to cob_mail@pima.gov

JUN 06 22 PM 02:33 PC CLK OF BD

22-15-9459

State of Arizona
Department of Liquor Licenses and Control

Created 05/04/2022 @ 10:16:42 AM

Local Governing Body Report

LICENSE

Number: Type: 010 BEER AND WINE STORE
Name: FAMILY DOLLAR #30188
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
* Location: 2820 W LOS REALES ROAD
TUCSON, AZ 85746
USA
Mailing Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (520)416-7239
Alt. Phone: (757)321-5493
Email: AB-LICENSING@DOLLARTREE.COM

MAY 04 22 AM 11:01 PC CLK OF BD

AGENT

Name: BRENDA E SALLARD
Gender: Female
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
* Phone: (757)321-5493
Alt. Phone:
Email: AB-LICENSING@DOLLARTREE.COM

OWNER

Name: FAMILY DOLLAR INC
Contact Name: VARIOUS AGENTS
Type: CORPORATION
AZ CC File Number: F08710462 State of Incorporation: NC
Incorporation Date: 11/17/1997
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
* Phone: (757)321-5493
Alt. Phone:
Email: AB-LICENSING@DOLLARTREE.COM

Officers / Stockholders

AMENDMENT
Page 1 of 7

Family Dollar #30188
Job # 189904

22-15-9459

State of Arizona
Department of Liquor Licenses and Control

Created 05/02/2022 @ 02:55:26 PM

Local Governing Body Report

LICENSE

Number:	Type:	010 BEER AND WINE STORE
Name:	FAMILY DOLLAR #30188	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	2820 W LOS REALSES ROAD TUCSON, AZ 85746 USA	
Mailing Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA	
Phone:	(520)416-7239	
Alt. Phone:	(520)260-0276	
Email:	AB-LICENSING@DOLLARTREE.COM	

MAY 03 22PM 0931 PC CLK OF BD

AGENT

Name:	BRENDA E SALLARD
Gender:	Female
Correspondence Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA
Phone:	(520)260-0276
Alt. Phone:	
Email:	AB-LICENSING@DOLLARTREE.COM

OWNER

Name:	FAMILY DOLLAR INC	
Contact Name:	BRENDA E SALLARD	
Type:	CORPORATION	
AZ CC File Number:	F08710462	State of Incorporation: NC
Incorporation Date:	11/17/1997	
Correspondence Address:	500 VOLVO PARKWAY CHESAPEAKE, VA 23320 USA	
Phone:	(520)260-0276	
Alt. Phone:		
Email:	AB-LICENSING@DOLLARTREE.COM	

Officers / Stockholders

Name:
FAMILY DOLLAR STORES INC
PETER ALLAN BARNETT
HARRY RASHAD SPENCER
ROGER WAYNE DEAN

Title:
Shareholder
President
ASST SECRETARY
VP/TRES

% Interest:
100.00

FAMILY DOLLAR INC - VP/TRES
FAMILY DOLLAR STORES INC - VP/TRES

Name: ROGER WAYNE DEAN
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (757)321-5354
Alt. Phone:
Email: RDEAN@DOLLARTREEE.COM

FAMILY DOLLAR INC - Shareholder

Name: FAMILY DOLLAR STORES INC
Contact Name: VARIOUS AGENTS
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (850)577-6962
Alt. Phone:
Email: ALYSSA.DICKINSON@GRAY-ROBINSON.COM

FAMILY DOLLAR STORES INC - Shareholder

Name: DOLLAR TREE INC
Contact Name: BRENDA E SALLARD
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (520)260-0276
Alt. Phone:
Email: AB-LICENSING@DOLLARTREE.COM

FAMILY DOLLAR STORES INC - PRESIDENT

Name: PETER ALLEN BARNETT
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (757)428-2789
Alt. Phone:
Email: PBARNETT@FAMILYDOLLAR.COM

FAMILY DOLLAR INC - ASST SECRETARY FAMILY DOLLAR STORES INC - ASST SECRETARY

Name: HARRY RASHAD SPENCER
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (757)321-5000
Alt. Phone:
Email: AB-LICENSING@DOLALRTREE.COM

FAMILY DOLLAR INC - President

Name: PETER ALLAN BARNETT
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (757)428-2789
Alt. Phone:
Email: PBARNETT@FAMILYDOLLAR.COM

MANAGERS

Name: RALPHAEL SEAN PICHE
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (520)252-3372
Alt. Phone:
Email: RPICHE@FAMILYDOLLAR.COM

Name: BRENDA E SALLARD
Gender: Female
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (520)628-0121
Alt. Phone:
Email: BSALLARD@FAMILYDOLLAR.COM

Name: JORGE OJEDA
Gender: Female
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (760)222-7332
Alt. Phone:
Email: JOJEDA7@FAMILYDOLLAR.COM

Name: MICHELLE RENEE BROWN
Gender: Female
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (928)533-8145
Alt. Phone:
Email: MBROW748@FAMILYDOLLAR.COM

Name: WILLIAM HENRY CONLEY
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (480)707-3499
Alt. Phone:
Email: WICONLEY@FAMILYDOLLAR.COM

Name: MICHAEL JACKSON GOHN
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (682)321-4589
Alt. Phone:
Email: MGOHN@FAMILYDOLLAR.COM

Name: STEVEN JOHN HARRIS
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (928)278-9098
Alt. Phone:
Email: SJOHNHARRIS1573@OUTLOOK.COM

Name: CARLOS GABRIEL FAVELA
Gender: Male
Correspondence Address: 500 VOLVO PARKWAY
CHESAPEAKE, VA 23320
USA
Phone: (928)892-5240
Alt. Phone: (602)694-3203
Email: CGFAVELA@FAMILYDOLLAR.COM

APPLICATION INFORMATION

Application Number: 189904
Application Type: New Application
Created Date: 03/22/2022

Chaya

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No

- 2) Provide name, address, and distance of nearest school and church.
(If less than one (1) mile note footage)
Amelia Maldonado Elementary School - 3535 West Messala Way, Tucson, AZ 85764. 4,204.7 feet away.

Sonrise Baptist Church - 2861 West Pelston Street, Tucson, AZ 85764.
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Please see attached portion of the lease titled "Tenant's Default" for a full explanation of the penalty the tenant faces should they not fulfill the lease.
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
Pima County
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
~~None~~ 0
- 7) Is there a drive through window on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	02279831.pdf	03/22/2022
QUESTIONNAIRE	02279834.pdf	03/22/2022
QUESTIONNAIRE	02279829.pdf	03/22/2022
QUESTIONNAIRE	02279832.pdf	03/22/2022
ALIEN STATUS	02279917.pdf	03/22/2022
ALIEN STATUS	02279915.pdf	03/22/2022
DIAGRAM/FLOOR PLAN	02279992.pdf	03/22/2022
MISCELLANEOUS	02279850.pdf	03/22/2022
MISCELLANEOUS	02279904.pdf	03/22/2022
MISCELLANEOUS	02279898.pdf	03/22/2022
MISCELLANEOUS	02279910.pdf	03/22/2022
MISCELLANEOUS	02280415.pdf	03/22/2022
ORGANIZATIONAL DOCUMENTS	02279913.pdf	03/22/2022
ORGANIZATIONAL DOCUMENTS	Tenant's Default.pdf	03/22/2022

Brenda Sallard Signed Management (02305875xBE13C).pdf	04/21/2022
Brenda Sallard Signed Basic (02305874xBE13C).pdf	04/21/2022
Arizona Flowchart (02302991xBE13C).pdf	04/21/2022

The floor plan is oriented vertically. At the top, there is a bar area with a sign that says "beer". Below the bar, there is a section labeled "wine". The main dining area is divided into several sections, some labeled "40-10000" and "50-10000". There are numerous tables and chairs arranged throughout. A large "EXIT" sign is visible in the center. The plan also includes a "KITCHEN" area at the bottom and a "RESTROOM" area. The layout is complex with many small details and labels.

Family Dollar, Inc. Flowchart

Dollar Tree, Inc.

(100% Stockholder)

NASDAQ: DLTR



Family Dollar Stores, Inc.

(100% Stockholder)

Controlling Officers:

President: Peter Barnett

Vice President: Roger Dean

Assistant Secretary: Harry R. Spencer



Family Dollar, Inc.

(100% Stockholder)

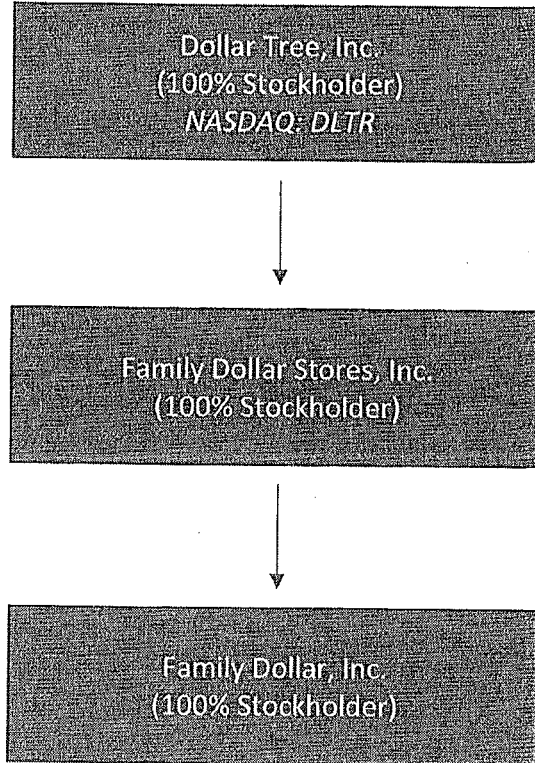
Controlling Officers:

President: Peter Barnett

Vice President: Roger Dean

Assistant Secretary: Harry R. Spencer

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largest sign on said Multi-Tenant Monument sign. Landlord will comply with the requirements of Tenant's sign program as set forth on Exhibit F – Family Dollar Signage Guidelines, Exhibit F-1 – Signage Order Form and Exhibit F-2 – Preliminary Code Check Form. As part of Tenant's sign program, Landlord will, at Landlord's sole expense, obtain all governmental permits required in order to erect Tenant's signs. Landlord warrants that Landlord has completed and submitted Exhibit F-2 - Preliminary Code Check Form to the applicable local governmental authority. Based on the local governmental authority's responses to Exhibit F-2, Landlord plans to obtain sign permits for and erect building sign [Item A] and road sign [Item G, but in monument form] shown on Exhibit F-1. If the local governmental authority does not issue Landlord the sign permits for these signs, then Landlord will erect the largest building sign and road sign shown on Exhibit F-1 that are allowed by the local ordinances, including any variances obtained by Landlord or Tenant. Landlord warrants that the Demised Premises are not subject to any plans or restrictions imposed by or filed with the local governmental authority that would prevent Landlord from erecting Tenant's standard signs as shown on Exhibit F. During the term of this Lease, Tenant may replace its building sign with a new sign as long as Tenant obtains proper governmental permits for the new sign. Tenant may erect other professionally lettered signs and decals on the Demised Premises, such as signs designating Tenant's hours of operation.

16. EMINENT DOMAIN. If all or any part of the Demised Premises or all or any part of the material portions of the Access Drives are taken by public authorities through the power of eminent domain, then Tenant will have the right to terminate this Lease. If this Lease is terminated, then any unearned rent will be refunded to Tenant. If only a part of the Demised Premises is taken, and if Tenant elects not to terminate this Lease, then the rent will be reduced in the same proportion that the Demised Premises are reduced. Landlord will restore the Demised Premises and material portions of the Access Drives to as close to their condition as existed prior to the taking as is feasible. Tenant will have the right to participate in any proceeding pertaining to a taking of the Demised Premises. Whether or not Tenant elects to terminate this Lease, Landlord and Tenant will each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the public authority.

17. TENANT'S DEFAULT. The following will constitute events of default:

(a) Tenant fails to pay any installment of fixed rent when due and the failure continues for 20 days after Tenant receives written notice of default from Landlord, or Tenant fails to pay any other sums due Landlord under this Lease when due and the failure continues for 30 days after Tenant receives written notice of default from Landlord; or

(b) Tenant fails to perform or observe any other material agreement or condition on its part to be performed or observed, and Tenant fails to commence to cure the default within 30 days after receipt of notice of the default from Landlord or having commenced to



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cure such default, Tenant fails to diligently pursue the curing of the default thereafter; or

(c) Tenant is adjudicated bankrupt; or Tenant files in any court a petition in bankruptcy, or for any reorganization pursuant to the provisions of any state or federal insolvency or bankruptcy act; or any involuntary petition in bankruptcy is filed against Tenant, and such petition is not vacated or withdrawn within one year after the date of filing thereof; or Tenant makes a general assignment for the benefit of creditors; or a receiver or trustee of all or a portion of Tenant's property is appointed, and such appointment is not vacated within 180 days after it is made; provided that also as a result of any such event described in this clause (c), Tenant ceases to pay rent and fails to cure such default in its payment of rent prior to the expiration of the cure period described in clause (a) above.

In any such case Landlord may immediately or any time before the default is corrected on ten days' written notice to Tenant terminate this Lease, and Tenant will forthwith quit and surrender the Demised Premises, but Tenant will remain liable as hereinafter provided. Landlord may, with or without terminating this Lease, immediately or at any time before the default is corrected, reenter and resume possession of the Demised Premises and remove all persons and property therefrom by a suitable action or proceeding at law or in equity without being liable for trespass. No re-entry by the Landlord will be deemed an acceptance of a surrender of this Lease.

Following any such re-entry, Landlord will use reasonable efforts to relet the Demised Premises for a commercially reasonable rent taking into consideration the condition of the Demised Premises and general market conditions. Such reletting may be for a period equal to or greater or less than the remainder of the term of this Lease and upon such terms and concessions as the Landlord will deem reasonable to any tenant or tenants and for any use and purpose which Landlord may deem appropriate. If this Lease will be terminated as provided in this Paragraph, after crediting any rents and other charges due upon reletting, then Landlord will be entitled to recover from Tenant and Tenant will pay to Landlord the following: (1) an amount equal to all reasonable expenses incurred by Landlord in recovering possession of the Demised Premises; (2) all reasonable costs and charges for the care of the Demised Premises while vacant; (3) an amount equal to all reasonable expenses incurred by Landlord in connection with reletting the Demised Premises or any part thereof, including brokers commissions, advertising expenses and the cost of making any repairs Tenant was obligated to make (but specifically excluding any costs for renovating or remodeling the Demised Premises for a new tenant and any attorney's fees to negotiate a new lease); and (4) the rent and other charges required to be paid by Tenant under this Lease which amounts will be due and payable by Tenant to Landlord on the several days on which such rent and other charges would have become due and payable had this Lease not been terminated.

Separate actions may be instituted by Landlord against Tenant from time to time to recover any damages which, at the trial of any such action, will then or theretofore have



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become due and payable to Landlord under any provisions hereof without waiting until the end of the term of this Lease, and neither the institution of suit or suits, proceeding or proceedings or the entering of judgment will bar Landlord from bringing a subsequent suit or proceeding for damages of any kind thereafter suffered. It is expressly agreed that forbearance on the part of Landlord in the institution of any suit or entry of judgment for any part of the rent herein reserved to Landlord will in no way serve as a defense against nor prejudice subsequent action for later rent. Mention in this Lease of any particular remedy will not preclude Landlord from any other remedy at law or in equity and Landlord will have all remedies and rights available to it at law or equity in addition to all remedies set forth herein except Landlord will not have the right to lock Tenant out of the Demised Premises without a court order and Landlord will not have the right to accelerate any monetary obligations of Tenant.

18. SURRENDER OF POSSESSION. Upon the termination of this Lease, Tenant will surrender the Demised Premises broom clean and in good repair, ordinary wear and tear, damage by fire or other casualty and Landlord's maintenance and repair obligations excepted.

19. EXCLUSIVE USE. So long as Tenant has not permanently closed its business at the Demised Premises for reasons other than those set forth in Paragraph 30, FORCE MAJEURE, Landlord agrees that Landlord and any entity controlled by Landlord or any partner or principal of Landlord will not lease (or permit the leasing or subleasing of) or sell any space on any property contiguous with or connected to the Demised Premises owned by or controlled by Landlord or any entity controlled by Landlord or any partner or principal of Landlord to any discount store occupying less than 40,000 square feet operated by or under the name of Fred's, Marc's, Wal-Mart, K-Mart, Sears Holdings, Meijer's, Duckwall-Alco, A. J. Wright, Big Lots, Shopko, Pamida, Value City, Dolgencorp or Dollar General, Bonus Dollar, Deals, Only Deals, 99 Cents Only, Dollar Tree, dd's DISCOUNTS, or any entity controlled by, affiliated with or related to any of them, or any other dollar store or single price point store occupying more than 2,000 square feet, or any store operated by Variety Wholesalers including but not limited to Maxway, Roses, Super 10, ValuMart, Pope's and Bargaintown.

If Landlord breaches this Paragraph, then Tenant's rights and remedies will include, but not be limited to, the right at any time after the breach occurs to terminate this Lease. So long as the breach exists and Tenant has not terminated this Lease, Tenant's only obligation with respect to fixed and percentage rent will be the payment of the lesser of (i) the fixed rent set forth in Paragraph 1 or 6, as applicable, or (ii) percentage rent of two percent of Tenant's gross sales (as defined below), with no fixed rent. Percentage rent will be due within 90 days after the end of each lease year. Tenant will also have the right to seek legal and equitable remedies.

The term "lease year" is a 52 week period ending on June 30. "Gross sales" means all sales made from the Demised Premises excluding sales tax, excise tax,



refunds, void sales and sales and revenues from vending machines and other mechanical devices including ATMs.

Landlord will have the right to review Tenant's records relating to gross sales at the Demised Premises once for any lease year. The review will be conducted at Tenant's corporate offices in Matthews, North Carolina, during regular working hours on reasonable written notice, and within one year after Tenant sends its statement of percentage rent for the lease year that Landlord desires to review. The review will be limited to Tenant's electronically generated profit and loss statements and electronically generated daily sales reports for the business operated on the Demised Premises during the period covered by the review. If percentage rent was underpaid, then Tenant will promptly pay all amounts due. If percentage rent was overpaid, then Landlord will promptly refund to Tenant any overpayment.

20. MUTUAL WAIVER. Landlord and Tenant hereby release all claims and waive all rights of recovery against each other and their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to each party's respective property caused by or resulting from fire or other casualty of whatsoever origin even if caused by negligence, to the extent that the loss or damage is covered by insurance or is required by the terms of this Lease to be covered by insurance. However, nothing contained in this Paragraph will affect Landlord's obligation to repair or rebuild the Demised Premises as otherwise stated in this Lease. All policies insuring the property of Landlord or Tenant will contain a provision or endorsement by which the insurer waives all rights of subrogation against the other party to this Lease and their directors, officers, agents, employees, successors, sublessees and assigns.

21. SUBORDINATION TO MORTGAGES. Upon Landlord's request, Tenant will sign, acknowledge and deliver to Landlord Tenant's standard form Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). The SNDA will provide that this Lease will be subordinated to the lien of the mortgage or deed of trust ("Mortgage") that Landlord is placing on the Demised Premises, but that Tenant's rights under this Lease will not be impaired or diminished, its tenancy will not be disturbed or affected by any default under the Mortgage and in the event of foreclosure, this Lease will continue in full force and effect, and Tenant's rights, including any rights to extend the lease term will survive. During the term of this Lease, Tenant will provide one SNDA free of charge. Any subsequent SNDA provided by Tenant will be subject to a processing fee payable to Tenant. Landlord's request for any subsequent SNDA will be accompanied by Landlord's check in the amount of \$300.00. Landlord agrees to provide to Tenant free of charge within 30 days after the date of this Lease an SNDA from every present Mortgage holder.

22. HOLDING OVER. If Tenant remains in possession of the Demised Premises after the expiration of the term of this Lease, then all the provisions of this Lease that are applicable during the final year of the lease term will continue to apply, except that Tenant will pay, as fixed rent, an amount equal to 115% of the monthly fixed rental payment due

