

## LEASE AGREEMENT

THIS LEASE, made on this \_\_\_ day of \_\_\_\_\_, 2006, by and between, **Woodland Towne Centre LLC**, Owner, herein called "Landlord," and \_\_\_\_\_, individuals, and dba \_\_\_\_\_ herein called "Tenant".

WITNESSETH:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, those certain premises (herein called the "Premises") consisting of approximately 2680 square feet, as designated on the Plan attached hereto as Exhibit "A", in the shopping center known as Suite J in Reynolds Shoppes, (herein called the "Shopping Center"), located at 522 South Reynolds Road, in the City of Toledo, Lucas County, State of Ohio, more fully described on Exhibit "B", attached hereto, for a term and upon the conditions and agreements hereinafter set forth; and Landlord and Tenant hereby agree as follows:

### ARTICLE I

#### 1.01 Commencement and Expiration Dates of Term:

The term of this Lease and Tenant's obligation to pay rent hereunder shall commence ("commencement date") January 1st, 2004, and shall end, unless sooner terminated, in accordance with the provisions hereinafter contained on the last day of the month following the expiration of the five(5) year lease term, with a termination date of December 31<sup>st</sup>, 2009. Rental Payments shall begin on June 1<sup>st</sup>, 2005.

#### 1.02 Lease Year Defined:

The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first lease year shall consist of twelve (12) consecutive full calendar months plus the partial month, if any, beginning on the commencement date hereof. Each succeeding lease year shall commence upon the anniversary date of the first full month of the first lease year.

#### 1.03 Failure of Tenant to Open:

In the event Landlord notifies Tenant in writing that the demised Premises are ready for occupancy as herein defined and Tenant fails to take possession within the time provided herein, then Landlord shall have, in addition to any and all remedies hereinafter provided, the right to immediately cancel and terminate this Lease.

#### 1.04 Quiet Enjoyment:

Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all of the provisions of this Lease.

## ARTICLE II

### 2.01 Minimum Rent:

Tenant agrees to pay to Landlord at 507 S. Reynolds Road Toledo Oh 43615, or at such other place designated by Landlord, without any prior demand and without any deduction or offset whatsoever, and as fixed minimum rent, the following:

**Tenant shall pay Landlord upon execution of Lease the sum of as first month's rent.**

If the term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay, upon the commencement date of the term, the fixed monthly rent described in the foregoing clause. At the commencement of the second month of the term, Tenant will pay the fixed monthly rent described in the aforementioned clause prorated on a per diem basis with respect to the preceding fractional calendar month. All rental payments thereafter will be for a full calendar month and will be in the amount as specified in the clause above.

### 2.02 Real Estate Taxes:

Tenant shall pay promptly when due or make payment to Landlord for all taxes imposed upon Tenant's rent, lease and business operation, upon all personal property of Tenant, and shall also pay to Landlord, as additional rent, Tenant's share of real estate taxes as specified in this Section 2.02. Tenant's share of real estate taxes shall be computed by multiplying the total amount of such taxes by a fraction the numerator of which shall be the number of square feet in the Leased Premises and the denominator of which shall be the total leasable floor area in that portion of the shopping center owned or leased by Landlord.

The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against that portion of the shopping center owned or leased by Landlord (land, building and/or improvements as the same may be enlarged or reduced from time to time) and other taxes arising out of the use and/or occupancy of the Premises, imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the shopping center, including expenses directly incurred by Landlord in contesting the validation of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es) or assessment(s), but shall exclude franchise, capital stock, income, estate or inheritance taxes personal in nature to Landlord.

Landlord shall estimate the taxes referred to in this Section 2.02, and Tenant shall pay one-twelfth (1/12) thereof monthly, in advance, together with the payment of minimum annual rent. After the end of each calendar year, Landlord shall furnish Tenant a statement in reasonable detail of the actual real estate taxes, along with copies of the tax bills, prepared in accordance with sound accounting practices by Landlord's accounting department, and there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual share for such period. Landlord's estimate for the first lease year shall be \$\_\_\_\_\_ per year, or the equivalent of \$\_\_\_\_\_ per month.

### 2.03 Additional Rent:

Tenant shall pay, as additional rent, any money required to be paid pursuant to this Article II and all sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent." If such amounts and charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter becoming due hereunder, but nothing contained herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time same becomes due and payable hereunder or limit any other remedy of Landlord hereunder. Additional rent shall be paid to the order of the party at the place as designated in Section 2.01 hereof.

### 2.04 Security Deposit:

Tenant has deposited with Landlord the sum of \$2,233(the "Security Deposit") as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Tenant shall receive no interest on such Security Deposit, and, if Tenant shall faithfully perform each provision of this Lease, the Security Deposit or any unused balance thereof shall be returned to Tenant at the expiration of the Lease Term and upon Tenant's vacation of the Premises. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit.

### **Security Deposit shall be due upon execution of Lease.**

## ARTICLE III

### 3.01 Use of Common Areas:

The use and occupancy by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas, employee parking areas, service roads, sidewalks and customer parking areas within the Shopping Center. The use of common areas by Tenant shall be subject to reasonable regulations as may be prescribed by Landlord from time to time during the term hereof. Tenant shall be prohibited from conducting "sidewalk sales" or "parking lot sales" on leased Premises or any other common areas.

### 3.02 License:

All common areas and facilities not within the Premises which Tenant shall be permitted to use and occupy are to be used and occupied under a revocable license, and if the amount or type of such areas be diminished or changed in any way, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction unless such diminution or change materially affects Tenant's use, occupancy and business conducted on the Premises.

### 3.03 Cost of Maintenance of Common Areas:

In each lease year, Tenant will pay to Landlord, in addition to the rentals specified in Article II hereof, as further additional rent (payable one twelfth thereof monthly), a proportion of the operating costs (as hereinafter defined), based upon the ratio of the square feet of the Leased Premises to the total square feet of all building space leasable in the building. Such payments will be made monthly and will be based on Landlord's estimate for the current year. If at the end of the current year in question adjustment from the estimate is required, same shall be reflected in the ensuing month's rent.

For purposes of this Section 3.03, the "shopping center operating costs" shall mean the total cost and expense incurred in connection with the operation, maintenance and repair of the shopping center, including, without limitation, gardening and landscaping; the cost of fire and extended coverage, public liability, property damage and worker's compensation insurance; repairs; line painting, bumpering and resurfacing; lighting; electricity; water and sewer; sanitary control; security; maintenance; removal of snow; customary and usual administrative costs and management fees. Landlord estimates the approximate costs to Tenant for the above common area maintenance charges to be \$ \_\_\_\_\_ per year for the first year, or the equivalent of \$ \_\_\_\_\_ per month.

### 3.04 Records and Audits:

If Tenant does not agree with Landlord's statement of common area operating costs for any year, then Tenant shall have the right, if written notice of the nature and extent of such disagreement is given to Landlord not later than thirty (30) days following receipt of such statement by Tenant and if the parties are unable to resolve such disagreement by negotiation within thirty (30) days following Tenant's notice to Landlord, to cause an audit to be made of Landlord's records concerning operating expenses by a qualified independent certified public accountant designated by Landlord from a list of not less than three (3) such accountants selected by Tenant. Such audit shall be at the expense of Tenant unless the audit discloses an error in excess of five percent (5%) in the computation of common area operating costs, in which case the audit shall be at expense of Landlord. If Landlord receives no such notice within thirty (30) days following receipt of a statement of common area operating costs by Tenant, then such statement shall be conclusively deemed to have been approved and accepted by Tenant. Pending resolution of any dispute with respect to statements of common area operating costs, Tenant shall pay the sum as shown on such statement and if it shall finally be determined that any portion of such sum was not properly due, Landlord shall promptly refund the appropriate sum to Tenant.

## ARTICLE IV

### 4.01 Use of Premises:

Tenant shall use and occupy the Premises for the purposes of and shall have the exclusive rights for a convenience store (carryout) but shall be excluded from check cashing, pay day loans, and Asian food sales and shall not use or occupy the Premises or permit the same to be used for any other purpose. Tenant agrees to maintain reasonable business hours. Tenant further agrees that it will use the Premises in such a manner so as not to interfere with or infringe on the rights of other

tenants in the Shopping Center. No auction, fire or bankruptcy sales may be conducted in the Premises without the previous written consent of Landlord. Tenant will conduct such business in a lawful manner and in good faith. Tenant shall not use the common areas for its own business purposes without the written consent of Landlord. Tenant shall not use or occupy the Premises in violation of any law, ordinance, regulation or other governmental directives having jurisdiction thereof or of the certificate of occupancy issued for the building of which the Premises are a part and shall, upon five days' written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be in violation of any law, ordinance, regulation or directive or of said certificate of occupancy. During the term hereof, Tenant shall be in continuous use and occupancy of the Premises and shall not vacate or abandon the same.

## ARTICLE V

### 5.01 Solicitation of Business:

Tenant and Tenant's employees and agents shall not solicit business in the common areas, nor shall Tenant place any handbills or other advertising matter in or on automobiles parked in the parking area or in other common areas.

## ARTICLE VI

### 6.01 Preparation of Premises:

The Premises shall be completed for Tenant's use and occupancy by Landlord in accordance with plans and specifications attached hereto as Exhibit "C". Any additional construction work required by the Tenant shall be performed by Tenant at Tenant's sole cost and expense unless otherwise agreed to in writing. In the event such additional construction work is performed by Landlord, the cost of such shall be paid by Tenant to Landlord and is due upon receipt by Tenant of invoices for such work. In the event Tenant performs such construction, installation or renovation work, then such work shall be guaranteed lien-free prior to occupancy by Tenant, who shall furnish proper documentation of such. Landlord warrants that all construction done by Landlord or his agents or employees shall comply with all governmental building codes.

### 6.02 Alterations:

Tenant shall have the right, at any time during the term hereof, without the written consent of Landlord but upon ten days' prior written notice to Landlord by Tenant of its intention to so do, to make non-structural additions, alterations, changes or improvements in or to the interior Premises or any part thereof as Tenant may from time to time during the term hereof deem necessary or desirable; provided, however, that Tenant agrees not to make any additions, alterations, changes or improvements (a) in excess of Three Thousand Dollars (\$3,000.00) or (b) which affect the structure, structural strength, or outward appearance of the Premises or the building, without the prior written consent of Landlord. All non-trade fixtures installed by Tenant shall immediately become the property of Landlord upon their affixation to the Premises. Any additions, alterations, changes or improvements which may be made in or to the Premises by Tenant during the term hereof shall, upon completion thereof, be deemed to have attached to the leasehold and to have become the property of Landlord upon such attachment; provided, however, Landlord may at its

option require Tenant, at Tenant's sole cost and expense, to remove any such additions, alterations, changes or improvements or fixtures which were made without Landlord's consent, when such approval was required, at the expiration or sooner termination of the term hereof and to repair any damages to the Premises caused by such removal.

All lighting fixtures installed in, on or about the demised premises, including but not limited to "track lighting fixtures" shall become the property of Landlord and not be removed by Tenant.

Tenant hereby indemnifies Landlord against, and shall keep the Premises and Shopping Center free from, any and all mechanic's liens or other such liens arising from any work performed, material furnished, or obligations incurred by Tenant in connection with the Premises or the Shopping Center.

Landlord hereby reserves the right, at any time and from time to time during the term hereof, to make any additions, alterations, changes or improvements (including, without limitation, building additional stories) on or to the buildings in which the Premises are contained and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Shopping Center from time to time and at any time during the term hereof and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and to construct parking facilities.

#### 6.03 Repairs by Landlord:

Landlord agrees to keep in good order and repair the roof, exterior walls (exclusive of doors, windows, and all glass, including plate glass doors), exterior water and sewer lines, but not fixtures pertaining to such systems. Except otherwise provided herein, Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect said Premises. Tenant shall immediately report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defect.

#### 6.04 Repairs by Tenant:

Tenant shall, at its own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof in good order and repair, except portions of the Premises to be repaired by Landlord pursuant to Section 6.03 hereof. All such repairs will meet any and all applicable state, county, city and regional codes. Tenant will procure any and all appropriate licenses and permits and forward a copy of such to Landlord.

Without limiting the foregoing, Tenant agrees to keep all doors, windows, fixtures pertaining to heating, air conditioning, ventilation, water, sewer, electrical and sprinkler systems located within the Premises, if any, in good order and repair and to repair or replace same if necessary.

Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this lease in as good and condition and repair as when first received, reasonable wear and tear and

damage by fire or other insurable casualty excepted. All damage or injury to the Premises or the building or the common areas caused by the act or negligence of Tenant, its agents, employees, invitees, visitors, or licensees shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord. Landlord may make such repairs which are not made by Tenant and charge Tenant for the cost thereof, and Tenant hereby agrees to pay such amounts on demand as additional rent hereunder. Tenant shall have no right to make repairs at the expense of Landlord or to deduct the cost thereof from the rent due hereunder.

Tenant will place nothing in, on or about the roof or roof structure nor shall Tenant walk upon the roof structure without first obtaining the prior written approval of Landlord.

#### 6.05 Condition of Premises:

Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representation or warranty with respect to the Premises, the building or the Shopping Center or with respect to the suitability thereof for the conduct of Tenant's business. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises, the building, and the Shopping Center were, at such time, in satisfactory condition and free from defects for which Landlord has no responsibility. Tenant accepts the Premises in an "as is" condition, and Landlord warrants that the heating, ventilation, air conditioning and plumbing is in good working condition at the time of occupancy by Tenant.

#### 6.06 Rubbish Removal:

Tenant shall keep the Premises clean, both inside and outside, at its own expense and will remove all refuse from the Premises. Tenant shall not burn any materials or rubbish. In the event Tenant fails to keep the Premises and other portions heretofore described in proper condition, Landlord may cause the same to be done for and on account of Tenant, and Tenant hereby agrees to pay the expense thereof on demand as additional rent. Landlord reserves the right to employ rubbish removal service for the Shopping Center, and Tenant agrees to pay the costs of said service attributable to the Tenant's Premises.

#### 6.07 Sidewalks and Common Areas:

Tenant shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Tenant shall not place or cause to be placed any merchandise, vending machines or anything else on the sidewalks, parking lot, or exterior of the Premises without prior written consent of Landlord.

#### 6.08 Liens:

In the event a mechanic's lien shall be filed against the Premises or Tenant's interest therein as the result of the work undertaken by Tenant to ready the Premises for the opening of Tenant's business or as a result of any repairs or alterations made by Tenant, Tenant shall, within ten days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the mechanic's lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant shall fail to discharge by filing such bond, then Tenant shall pay the cost of such bond to Landlord, as additional rent upon the first day that rent shall be due thereafter.

## ARTICLE VII

### 7.01 Utilities:

Tenant shall pay the cost of water, gas, electricity, fuel, light, heat, power and all other utilities furnished to the Premises or used by Tenant in connection therewith and whether such utility costs be determined by common or separate metering. In no event shall Landlord be liable for any interruption or failure in the supplying of any such utilities to the Premises, unless such interruption or failure in the supplying of any such utilities to the Premises exceeds 48 hours and is not the result of public utility shortages, curtailments, rationing or acts of God.

## ARTICLE VIII

### 8.01 Taxes on Leasehold:

Tenant shall pay prior to delinquency all taxes assessed against or levied upon the leasehold and upon fixtures, furnishings, equipment and all other personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

### 8.02 Loss and Damage:

Landlord shall not be liable for any damage to property of Tenant or of others located on the Premises nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place, or by dampness or by any other cause of nature whatsoever. Landlord shall not be liable for any such damage caused by other tenants or persons in the Premises, occupants of adjacent property, of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Premises or in the building of which they form a part. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

### 8.03 Notice by Tenant:

Tenant shall give immediate notice to Landlord, in case of fire or accidents in the Premises and the building of which the Premises are a part, of defects therein or in any fixtures or equipment.

## ARTICLE IX

### 9.01 Liability Insurance:

Tenant agrees, during the term hereof, to carry public liability insurance covering the Premises in an amount of \$1,000,000.00 for injury or death to any one person, \$3,000,000.00 for injury

and/or death to any number of persons in any one accident, and property damage insurance in an amount of \$1,000,000.00 with companies satisfactory to the Landlord, in the joint names of Landlord and Tenant, and to pay the premiums therefore and to deliver certificates thereof to Landlord. The failure of Tenant either to effect said insurance in the names herein called for or to pay the premiums therefor or to deliver said certificates or duplicates thereof Tenant shall permit Landlord to procure said insurance and pay the requisite premiums therefor, which premiums shall be repayable to Landlord with the next installment of rent. Each insurer under the policy issued by it or by independent instrument furnished to Landlord shall provide that said insurer will give Landlord fifteen (15) days prior written notice before the policy or policies in question shall be materially altered or canceled.

#### 9.02 Increase in Fire Insurance Premium:

Tenant agrees it will comply with safety guidelines established by the organization making insurance rates for the Premises and will not keep, use or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance which may be carried by Landlord on the Premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the Premises, the type of use the Premises is put by Tenant, or by any other act or omission of Tenant, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, the schedule issued by the organization making insurance rates for the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises.

#### 9.03 Plate Glass:

Tenant shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises. Tenant shall procure and maintain at its own expense or self insure the same, insurance covering all plate and other glass in the leased Premises, for and in the name Landlord. Tenant shall deliver certificates of such insurance to Landlord in accordance with Section 9.01 hereof.

#### 9.04 Indemnification:

Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, Tenants, or concessionaires. Tenant shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this lease; provided, however, that the right of the party being found not at fault shall remain to the extent that the guilty party shall bear all costs incurred.

## ARTICLE X

### 10.01 Damage or Destruction:

If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder or holders of any mortgage or deed of trust covering the Premises or the property of which the same are a part, the damage shall be repaired by and at the expense of Landlord to the extent of such insurance proceeds available therefor, provided such repairs can, in Landlord's sole opinion, be made within ninety (90) days after the occurrence of such damage without the payment of overtime or other premiums; and until such repairs are completed, the rent shall be abated in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business (but there shall be no abatement of rent by reason of any portion of the Premises being unusable for a period equal to one day or less). If the damage is due to the fault or neglect of Tenant or its employees, agents, licensees, or invitees, there shall be no abatement of rent.

If repairs cannot, in Landlord's sole opinion, be made within ninety (90) days, Landlord may, at its option, make them within a reasonable time, and in such event this lease shall continue in effect and the rent hereunder shall be apportioned in the manner provided above. Landlord's election to make such repairs must be evidenced by written notice to Tenant within thirty (30) days after the occurrence of the damage. If Landlord does not so elect to make such repairs which cannot be made within ninety (90) days, then either party may, by written notice to the other, cancel this lease. Except as provided in this Article X, there shall be no abatement of rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the building or the Premises or in or to fixtures, appurtenances and equipment therein.

Tenant understands and agrees that Landlord shall have no obligation to carry insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment removable by Tenant under the provisions of this lease and that Landlord shall not be obligated to make any repairs thereto or to replace the same.

## ARTICLE XI

### 11.01 Assignment, Subletting and Occupancy Transactions:

Tenant shall not, either voluntarily or by operation of law, change and control, sell, assign, make an occupancy transaction, encumber or transfer this lease or sublet the Premises to a transferee or any part thereof or permit the Premises or any part thereof to be used for any purpose other than as set forth in Article IV hereof without the prior written consent of Landlord in each instance. Any sale, assignment, mortgage, transfer or subletting of this lease or the Premises or any part hereof or thereof which is not in compliance with the provisions of this Article XI shall be void and shall, at the option of Landlord, terminate this lease. The consent by Landlord to an assignment or subletting shall not be construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder whether or not then accrued. Landlord shall not, however, withhold unreasonably its consent to assign this lease. Any increase in rental payments as a result of subletting the premises shall inure to the benefit of Landlord only, free of any claims of Tenant. Tenant shall pay to Landlord reasonable attorney's fees in the event of subletting, assignment, or transfer of this lease.

### 11.02 Definitions:

As used in this Article XI, the following definitions shall apply:

(a) "Transfer" means any voluntary, unconditional and present (i) assignment of some or all of Tenant's interest, rights and duties in the Lease and the Premises, including Tenant's right to use, occupy and possess the Premises, or (ii) sublease of Tenant's right to use, occupy and possess the Premises, in whole or in part;

(b) "Encumbrance" means any conditional, contingent or deferred assignment, sublease or conveyance voluntarily made by Tenant of some or all of Tenant's interest, rights or duties in the Lease or the Premises, including Tenant's right to use, occupy or possess the Premises, in whole or in part, including, without limitation, any mortgage, deed of trust, pledge, hypothecation, lien, franchise, license, concession or other security arrangement;

(c) "Change of Control" means the transfer by sale, assignment, death, incompetency, mortgage, deed of trust, trust, operation of law, or otherwise of any shares, voting rights or ownership interests which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Tenant, unless such change results from the trading of shares listed on a recognized public stock exchange and such trading is not for the purpose of acquiring effective control of Tenant. If Tenant is a private corporation whose stock becomes publicly held, the transfers of such stock from private to public ownership shall not be deemed a Change of Control;

(d) "Occupancy Transaction" means any Transfer, Encumbrance, Change of Control, or other arrangement whereby the identity of the person or persons using, occupying or possessing the Premises changes or may change, whether such change be of an immediate, deferred, conditional, exclusive, nonexclusive, permanent or temporary nature; and

(e) "Transferee" means the proposed assignee, subTenant, mortgagee, beneficiary, pledgee or other recipient of Tenant's interests, rights or duties in this Lease or the Premises in the Occupancy Transaction.

#### 11.03 Restrictions:

Tenant shall not make or consent to any Encumbrance without the prior written consent of Landlord, which Landlord may grant or withhold in its sole and absolute discretion. Tenant shall not enter into, or consent to, an Occupancy Transaction, other than an Encumbrance, without first procuring Landlord's written consent, which Landlord shall not withhold unreasonably; provided, however, that by way of example and without limitation, the parties agree it shall be reasonable for Landlord to withhold its consent if any of the following situations exist or may exist:

(a) The Transferee's contemplated use of the Premises following the proposed Occupancy Transaction conflicts with the "Use of Premises" portion of this Lease Agreement;

(b) In Landlord's reasonable business judgment, the Transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under the Lease;

(i) Of Subtenant/Assignee. The proposed subtenant or assignee shall have at least three (3) years of retail experience in the management and/or operation of a retail business substantially the same as the retail business operated by the Tenant in the Premises;

(ii) Of Employees. Or, in lieu of such actual experience, the proposed subtenant or assignee shall provide satisfactory evidence to Landlord that the proposed subtenant or assignee will hire as employees or independent contractors personnel competent to inventory, merchandise, market, and operate the retail business being conducted in the Premises.

(c) In Landlord's reasonable business judgment, the present net worth of the Transferee is less than the greater of Tenant's net worth at the Effective Date or Tenant's new worth at the date of Tenant's request for consent;

(d) The proposed Occupancy Transaction would breach any covenant of Landlord respecting radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Shopping Center; or

(e) The proposed Occupancy Transaction provides for rentals thereunder based on the net income or profits derived by the Transferee from the Premises.

#### 11.04 Condition Precedent:

Tenant shall not have the right or power to request or enter into an Occupancy Transaction if Tenant shall be in default under the provisions of Article XIII or in default of Tenant's obligations under the provisions of any other lease of real property in any Shopping Center owned (in whole or in part) or managed by Landlord or any partner of Landlord, including any parent, subsidiary, affiliate or successor in interest thereof.

#### 11.05 Procedures:

Should Tenant desire to enter into an Occupancy Transaction, Tenant shall give notice thereof to Landlord by requesting in writing Landlord's consent to such transaction at least sixty (60) days before the effective date of any such transaction and shall provide Landlord with the following:

(a) The full particulars of the proposed transaction, including its nature, effective date, terms and conditions, and copies of any offers, draft agreements, subleases, letters of commitment or intent, and other documents pertaining to such proposed transaction;

(b) A description of the identity, net worth and previous business experience of the Transferee, including, without limitation, copies of Transferee's latest income, balance sheet and change of financial position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the Transferee;

(c) Any further information relevant to the transaction which Landlord shall have requested within fifteen (15) days after receipt of Tenant's request for consent; and

(d) A statement that Tenant intends to consummate the transaction if Landlord consents thereto.

Should Tenant fail to make said written request in accordance with the requirements set forth in this Section 11.05, Tenant's failure shall constitute a material breach of this Lease which Landlord, in its sole discretion, may deem curable in the following manner, notwithstanding the provisions of Article XIII, Section 13.03. Within ten (10) days of Landlord's written demand, Tenant shall make said written request in accordance with subparagraphs (a), (b), (c) and (d) above and shall pay Landlord the sum of three percent (3%) of the then Minimum Annual Rental as liquidated damages for Tenant's breach. The parties agree that said sum represents a reasonable estimate of Landlord's damages sustained by reason of Tenant's breach, which damages are extremely difficult or impracticable to fix. Landlord's acceptance of said sum together with Tenant's late notice shall cure Tenant's breach of the notice requirement of this Section 11.05 but shall not waive Tenant's default, if any, with respect to any other provision of this Article XI. Notwithstanding the foregoing, any request for, or entry into, an Occupancy Transaction which has not met with the notice provisions set forth in this Section 11.05 shall be of no force or effect until Landlord's consent has been obtained in accordance with this Article XI.

Within thirty (30) days after receipt of Tenant's request for consent, Landlord may respond as follows:

(e) Consent to the Occupancy Transaction, subject to Section 11.06 below; or

(f) Refuse to consent to the Occupancy Transaction.

#### 11.06 Documentation and Expenses:

Each Occupancy Transaction to which Landlord has consented shall be evidenced by an instrument made in such written form as is satisfactory to Landlord and executed by Tenant and Transferee. By such instrument, Transferee shall assume and promise to perform the terms, covenants and conditions of this Lease, which are obligations of Tenant. Unless expressly released

in writing by Landlord, Tenant shall remain fully liable to perform its duties under the Lease following the Occupancy Transaction. Tenant shall, on demand of Landlord, reimburse Landlord for Landlord's reasonable costs, including legal fees, incurred in obtaining advice and preparing documentation for each Occupancy Transaction to which Landlord has consented.

#### 11.07 Consideration to Landlord:

In the event Landlord shall consent to an Occupancy Transaction, the Minimum Annual Rental specified in Article II shall be increased on the effective date of such transaction to the highest of:

- (i) The minimum or base rental payable by the Transferee to the Tenant;
- (ii) An amount equal to the total of the Minimum Annual Rental Plus Percentage Rental required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding such transaction;
- (iii) The Minimum Annual Rental specified in Article II for the balance of the Lease Term, increased in accordance with the procedures of Article 23.16 to reflect percentage increases in the Consumer Price Index, using as the Base Month the month in which Tenant opened for business to the public in the Premises and using as the Month of Adjustment the month of the effective date of the Occupancy Transaction; or
- (iv) Such Minimum Annual Rental as Landlord shall determine is the prevailing market rent for the Premises.

In no event shall the Minimum Annual Rental, as adjusted, be less than the Minimum Annual Rental specified in Article II.

## ARTICLE XII

#### 12.01 Subordination:

Forthwith upon written notice delivered by Landlord to Tenant, this lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing or which may hereafter be executed, covering the Premises or the real property of which the same are a part or any leasehold estates affecting the same, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; and Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord necessary or proper to assure the subordination of this lease to any such mortgages, deeds of trust or leasehold estate. Tenant hereby attorns and agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such mortgages or deeds of trust or leasehold estate, as if such person, firm or corporation had been named as Landlord herein. Tenant agrees to execute, acknowledge and deliver in recordable form, to any proposed mortgagee or purchaser or to Landlord, or to such other person designated by Landlord, a certificate certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto or, if Tenant claims any defenses or offsets, stating those claimed by Tenant. It is expressly

understood and agreed that any prospective purchaser or encumbrances of all or any portion of the real property of which the Premises are a part may rely upon any such statement. Tenant's delivery of such statement within five (5) days after Landlord's written request thereof shall be conclusive upon Tenant that this lease is in full force and effect without modification, except as may be represented by Landlord, and that there are no uncured defaults in Landlord's performance hereunder.

## ARTICLE XIII

### 13.01 Default:

If Tenant defaults (a) in the payment of rent, additional rent, or any other item to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after such default; or (b) in the performance of any other term, covenant, or condition of this lease and such default shall not have been cured within twenty (20) days after such default, Landlord may reenter and take possession of the Premises and remove all persons and property therefrom (as provided below) and, at its option, terminate this lease; and Landlord, at its option, shall thereupon be entitled to recover from Tenant the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the balance of the term hereof over the reasonable rental value of the Premises for the same period. If Landlord elects to reenter and take possession of the Premises without terminating this lease, Landlord may, at its sole option, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of the lease), at such rental or rentals, and upon such other terms and conditions as Landlord, at its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises. Upon any such reletting, Landlord shall receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Premises, including costs, expenses and attorney's fees, and for placing the same in good order and condition or repairing or altering the same for reletting and all other expenses, commissions and charges paid, assumed and incurred by Landlord in or about reletting the Premises, and then to the fulfillment of the agreements of Tenant.

In any event and whether or not the Premises or any part thereof is relet, Tenant shall pay to Landlord all such amounts required to be paid by Tenant up to the time of reentry by Landlord, and thereafter Tenant shall, if required by Landlord, pay to Landlord until the end of the term of this lease the equivalent of the amount of all rent and other charges required to be paid by Tenant under the terms hereof, less the avails, if any, of such reletting after payment of the expenses of Landlord as aforesaid, and the same shall be due and payable on the several rent days specified herein.

Notwithstanding such reletting without termination or reentry without termination, Landlord may at any time thereafter elect to terminate this lease for any previous breach. All payments from Tenant to Landlord referenced in this section shall be immediately due and payable.

Upon the happening of any of the events set forth in this Article XIII and in addition to any other rights or remedies which Landlord may have, Landlord may have the immediate right of reentry and may remove all persons and property from the Premises, and such property shall be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass

or becoming liable for any loss or damage which may be occasioned thereby. State statutes shall take precedence over this clause.

#### 13.02 Bankruptcy:

If during the term hereof, Tenant or any guarantor of Tenant's obligations hereunder commits or permits to be committed any act of bankruptcy, insolvency or assignment for the benefit of creditors, Landlord may, at its election, terminate this lease by giving not less than three (3) days' written notice to Tenant; and when so terminated, landlord may reenter the Premises, and the Premises and leasehold interest created by this lease shall not be treated as an asset of Tenant's or guarantor's estate. It is further understood and agreed that Landlord shall be entitled upon such reentry, notwithstanding any other provisions of this lease, to exercise such rights and remedies and to recover from Tenant or any guarantor of Tenant, as damages for loss of the bargain resulting from such breach and not as a penalty, such amounts as are specified in Section 13.01 hereof, unless any statute or rule or law governing a proceeding in which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case Landlord shall be entitled to recover as liquidated damages the maximum amounts which may be allowed under any such statute or rule of law.

#### 13.03 Rights and Remedies:

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

#### 13.04 Landlord's Curing of Default:

Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this lease and if Landlord shall give to Tenant notice in writing of such default specifying the nature thereof, and if Tenant shall fail to cure such default within twenty (20) days after the date of such notice or immediately if such default requires emergency action, Landlord may, in addition to its other legal and equitable remedies, cure such default for the account of and at the cost and expense of Tenant, and the sums so expended by Landlord shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due and payable.

### ARTICLE XIV

#### 14.01 Right of Entry:

Landlord and its agents shall have the right to enter the Premises at all reasonable times during regular business hours for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Shopping Center, and making such alterations, repairs, improvements or additions to the Premises or the building of which they are a part as Landlord may deem necessary or desirable. Nothing contained herein however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever for the care, maintenance or repair of the Premises or building of which they are a part, or any part thereof, except as otherwise herein specifically provided. During the last six (6) months of the term hereof,

Landlord shall have the right to place upon the Premises the usual notices, "To Let" and "For Sale," which notices Tenant shall permit to remain thereon without molestation. Landlord further agrees that at all times, with the exception of an emergency situation, it shall schedule an appointment with Tenant for times for the Premises to be shown to prospective purchasers or tenants of the Shopping Center and for all times of inspection and that it shall not interfere with Tenant's business to the extent practicable.

#### 14.02 Excavation:

If any excavation shall be made upon land adjacent to the Premises or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the walls of the building of which the Premises form a part from injury or damage and to support the same by proper foundations.

### ARTICLE XV

#### 15.01 Signs:

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Premises any sign, awning or canopy or advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's prior written consent and approval in each instance. Tenant further agrees to maintain any such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition at all times.

Tenant shall furnish its own sign at a location to be determined by Tenant and Landlord. Tenant shall be responsible for connecting the sign electricity to the leased Premises. Such sign shall be on a time system and operate during all dark hours when the Shopping Center is open for business and be in compliance with local sign ordinances and the approval of Landlord's architect. No sign shall be erected until written specifications and Landlord first approves drawings of such sign in writing. Tenant shall run an electrical conduit from the Premises to the sign, which expense for such shall be borne by the Tenant. The sign shall be in compliance with the approval of the Landlord's architect as to style and design.

### ARTICLE XVI

#### 16.01 Sale by Landlord:

In the event of any transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord occurring from and after the date of such transfer; provided, however, that any funds in the hands of Landlord at the time of such transfer in which Tenant has an interest shall be turned over to the grantee, and any amounts then due and payable to Tenant by Landlord under any provisions of this lease shall be paid to Tenant, it being intended hereby that the covenants and obligations contained in this lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect to their

respective successive periods of ownership. Tenant agrees to look solely to Landlord's estate and property in the Shopping Center (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

## ARTICLE XVII

### 17.01 Notices:

Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by mail and, if given by mail, shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant or to Landlord at the address noted below:

To Landlord:

Woodland Towne Centre, LLC  
507 S. Reynolds Road  
Toledo, Oh 43615

To Tenant:

In the event of emergency, Tenant may be reached by contacting \_\_\_\_\_ at (419)\_\_\_\_\_.

## ARTICLE XVIII

### 18.01 Surrender of Premises:

At the termination of this lease, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof will permit. If not then in default, Tenant shall have the right at the end of the term hereof to remove any equipment, furniture, trade fixtures or other personal property placed in the Premises by Tenant, provided that Tenant promptly repairs any damage to the Premises by such removal.

## ARTICLE XIX

### 19.01 Inability to Perform:

This lease and the obligations of Tenant hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so if such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, acts of God, or by other cause beyond the control of Landlord. If Landlord is unable to give possession of the Premises to Tenant as provided for under Section 1.01 hereof within thirty (30) days from the date of execution hereof, this lease may, at the option of

Landlord, be terminated, and Landlord, by reason thereof, shall not be subject to any liability therefor except that Landlord shall return to Tenant all monies which Landlord has theretofore received from Tenant.

## ARTICLE XX

### 20.01 Waivers of Subrogation:

Each of the parties hereto waives any and all rights of recovery against the other or against any other tenant or occupant of the building or the Shopping Center or against the officers, employees, agents, representatives, invitees, customers and business visitors of such other party or of such other tenant or occupancy of the building or the Shopping Center for loss of or damages to such waiving party or its property or the property of others under its control arising from any cause insured against under the standard form of fire insurance policy with all permissible extensions and endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu thereof. Such waivers shall be effective only so long as each party's insurance carrier without the payment of additional premiums permits the same.

## ARTICLE XXI

### 21.01 Rules, Regulations and Pollution Control:

Tenant shall observe faithfully and comply strictly with the rules and regulations as Landlord may, from time to time, reasonably adopt for the safety, care and cleanliness of the Shopping Center and the parking areas surrounding the building, provided such rules are nondiscriminatory as to all tenants. Landlord shall not be liable to Tenant for any violation of the rules and regulations or for the breach of any covenant or condition in any lease by any other tenant in the building or the Shopping Center.

If the Tenant should commence the use, treatment, transportation, generation, storage or disposal of any pollutants in hazardous quantities in its operations, Tenant shall immediately notify Landlord of the commencement of such activity with respect to each such pollutant. Tenant shall cause any pollutants which are now or may hereafter be used or generated in the operations of the Tenant in hazardous quantities to be accounted for and disposed of in compliance with all applicable federal, state, and local laws and regulations. Tenant will notify Landlord immediately upon obtaining knowledge that:

(i) any premises are the subject of an environmental investigation by any federal, state or local governmental agency having jurisdiction over the regulation of any pollutants, the purpose of which investigation is to quantify the levels of pollutants located on such premises, or

(ii) Tenant has been named or is threatened to be named as a party responsible for the possible contamination of any real property or ground water with pollutants, including, but not limited to the contamination of past and present waste disposal sites.

If the Tenant is notified of any event described in items (i) or (ii) above, Tenant shall immediately engage a firm or firms of engineers or environmental consultants appropriately qualified to determine as quickly as practical the extent of contamination and the potential financial liability of

the Tenant with respect thereto, and Landlord shall be provided with a copy of any report prepared by such firm or by any governmental agency as to such matters as soon as any such report becomes available to the Tenant. The selection of any engineers or environmental consultants engaged pursuant to the requirements of this section shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld.

## ARTICLE XXII

### 22.01 Total Condemnation of Leased Premises:

If the whole of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as of the day possession shall be taken by such public authority, and the rent shall be paid to that day with a proportionate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of its taking.

### 22.02 Partial Condemnation:

(a) If less than the whole but more than twenty five percent (25%) of the leased Premises or more than twenty five percent (25%) of the common areas shall be taken under eminent domain, Tenant shall have the right either to terminate this lease and declare the same null and void or, subject to Landlord's right of termination as set forth in Section 22.03 of this lease, to continue in the possession of the remainder of the leased Premises and shall notify Landlord in writing within ten days after such taking of Tenant's intention. In the event Tenant elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed minimum annual rental shall be reduced in proportion to the amount of the leased Premises taken, and Landlord shall, at its own cost and expense, make all the necessary repairs and alterations to the basic building as originally installed by Landlord so as to constitute the remaining leased Premises a complete architectural unit.

If twenty five percent (25%) or less of the Leased Premises shall be so taken, the Lease term shall be taken by such only on the part so taken as of the day possession shall be taken by such public authority, and Tenant shall pay rent up to that date, with the appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking; and thereafter the fixed minimum annual rental shall be reduced in proportion to the amount of the leased Premises taken.

(b) If more than Fifty percent (50%) of the building in which the leased Premises are located or more than fifty percent (50%) of the leased Premises shall be taken under power of eminent domain, Landlord may, by written notice to Tenant delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

### 22.03 Landlord's and Tenant's Damages:

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the

fee of the premises; provided, however, that Landlord shall not be entitled to the award made for depreciation to and cost of removal of Tenant's stock and fixtures or Tenant's relocation expenses.

## ARTICLE XXIII

### 23.01 Late Charge:

Anything in this Lease Agreement to the contrary notwithstanding, in order to cover the extra expense involved in handling delinquent payment, Tenant, at Landlord's option, shall pay a "late service fee" of ten percent (10%) of the monthly rental when any installment of rent (basic, common area or taxes, as may be considered additional rent under this Lease) is not received by the Landlord within five (5) days after the due date hereof. It is hereby understood that this charge is for extra expenses incurred by the Landlord and shall not be considered interest or penalty.

### 23.02 Time of Essence:

Each of Tenant's covenants herein is a condition, and time is of the essence with respect to the performance of every provision of this Lease; and the strict performance of each shall be a condition precedent to Tenant's rights to remain in possession of the Premises or to have this Lease continue in effect.

### 23.03 Holding Over:

Should Tenant, with or without Landlord's written consent, hold over after the termination of this Lease, Tenant shall become a tenant from month to month only, upon each and all of the terms herein provided as may be applicable to such month to month tenancy, and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant shall pay rent at twice the highest monthly rate provided for herein unless otherwise agreed upon by Landlord and Tenant.

### 23.04 Partial Invalidity:

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.

### 23.05 Brokers:

Tenant warrants that it has had no dealings with any real estate broker or agent in connection with the negotiation of the Lease other than and that it knows of no other real estate broker or agent who is or might be entitled to a commission in connection with the Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims for any such commissions.

### 23.06 Recording:

Tenant shall not record this Lease without the written consent of Landlord. Landlord and Tenant shall each, at the request of the other, execute a short form lease in recordable form which shall omit the monetary terms hereof, which may be recorded.

### 23.07 Waiver:

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision thereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the keys to any such employee shall not operate as a termination of the lease or surrender of the Premises.

#### 23.08 Accord and Satisfaction:

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly 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 shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

#### 23.09 Successors and Assigns:

Except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.

#### 23.10 Headings of "Landlord" and "Tenant":

The article and section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders, and if there be more than one tenant, the obligations herein imposed upon Tenant shall be joint and several.

#### 23.11 No Estate by Tenant:

This Lease shall create the relationship of Landlord and Tenant between Landlord and Tenant. No other estate shall pass out of Landlord. Tenant has only a license, not subject to levy and/or sale and not assignable by Tenant except as provided in Article XII hereof.

#### 23.12 Construction:

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

#### 23.13 Entire Agreement:

This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by agreement in writing signed by the parties hereto or their respective successors in interest.

#### 23.14 Applicable Law/Severability:

This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. If any provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

#### 23.15 Exhibits:

Exhibit A - Site Plan  
Exhibit B - Legal Description  
Exhibit C - Landlord's Work

#### 23.16 Option To Renew:

Provided Tenant is not in default under this Lease, Tenant shall, upon Six (6) months prior written notice to Landlord, have the option to renew this Lease for one (1) additional five (5) year terms. Rent shall remain the same. All other lease terms, provisions and conditions shall remain unchanged.

#### 23.17 MISCELLANEOUS PROVISIONS:

(a) Keys: Landlord shall furnish Tenant with two keys at the commencement of the lease term and if locks are changed by Tenant during the lease term or renewals thereof, new keys will be given to Landlord. Landlord will not enter the premises without reasonable notice to Tenant except during regular business hours unless there is an emergency and Tenant can't be contacted.

(b) Remodeling: Tenant shall furnish an extra copy of all remodeling plans for Landlord's files at times of original submission for approval.

(c) Utilities: Tenant shall not have possession of the leased premises until Tenant furnishes reasonable proof that all public utilities applicable to the leased premises have been transferred to Tenant's name.

(d) Security: Landlord does not and will not furnish to the demised premises or the center of which they are a part any security of the Tenant, Tenant's employees, agents, invitees, guests, customers, and/or licensees, with said security, protection, alarm, or patrol services and/or systems being sole responsibility and obligation of the Tenant, at Tenant's option.

(e) No Personal Liability: Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of the Landlord in the land and buildings comprising the Shopping Center of which the Demised Premises are a part, for the collection of any judgment or (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Landlord, and no other property or assets of the Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

In the Presence of:

Landlord Woodland Towne Centre, LLC

\_\_\_\_\_

\_\_\_\_\_

Woodland Towne Centre, LLC

whose address is:

507 S. Reynolds

Toledo, Ohio 43615

In the Presence of:

Tenant:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

whose address is:

STATE OF OHIO )

) ss.

COUNTY OF LUCAS )

Before me, a Notary Public in and for said county and state, personally appeared the above named Ramy Eidi, Owner, who acknowledged that he did execute the foregoing Lease and that the same was his free act and deed.

In Witness Whereof, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

STATE OF OHIO )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said county and state, personally appeared the above named \_\_\_\_\_ who acknowledged that he did execute the foregoing Lease and that the same is his free act and deed.

In Witness Whereof, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public