

SHOPPING CENTER LEASE

CONTRABAND POINTE

**MARCEL CONTRABAND POINTE, LLC,
LANDLORD**

and

**THE SCULPTRY, LLC,
TENANT**

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SHOPPING CENTER LEASE

CONTRABAND POINTE

This lease (herein referred to as this “Lease”, the “lease” and/or the “Lease”), is entered into to be effective as of the Effective Date (hereinafter defined), by and between the Landlord and the Tenant hereinafter named.

ARTICLE I

DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.1

- (a) Landlord: MARCEL CONTRABAND POINTE, LLC, a Texas limited liability company
- (b) Landlord’s address:
- For Rent payments: Marcel Contraband Pointe, LLC
P.O. Box 9556
The Woodlands, Texas 77387
Attn: Vernon Veldekens
- For notices: Marcel Contraband Pointe, LLC
25 Doe Run Dr.
The Woodlands, Texas 77380
Attn: Vernon Veldekens
- (c) Tenant: THE SCULPTRY, LLC, a Louisiana limited liability company
- (d) Tenant’s mailing address: 4215 Indigo Place
Lake Charles, LA 70605
Attn: Hannah Grogan
- Tenant’s Emergency Contact Telephone Number: 337-274-3456
- (e) Tenant’s trade name: THE SCULPTRY
- (f) Tenant’s address in Shopping Center: 3093 Contraband Pkwy., Ste. 125, Lake Charles, LA 70601
- (g) Demised Premises: approximately 3,274 square feet of Gross Leasable Area (defined below) located within the Shopping Center (as defined below), such Demised Premises being shown and outlined as within the first floor of “Bldg. F” on the plan attached hereto as Exhibit A and incorporated herein by reference. The term “Shopping Center” as used herein shall refer to that certain shopping center located on the property described in Exhibit B attached hereto and incorporated herein by reference. Landlord reserves the right, in Landlord’s sole discretion, to change from time to time the dimensions and location of the Common Area as well as the location, dimensions, identity and type of any building in the Shopping Center and to construct additional buildings or additional stories on existing buildings or other improvements in the

Shopping Center and to eliminate buildings from the Shopping Center; provided that, to the extent within Landlord's control, Landlord will not alter the Center in a manner which would permanently, materially and adversely affect access to the Premises from Contraband Parkway or the visibility of the storefront sign of the Premises from Contraband Parkway. The term "Building" as used herein shall mean that certain building in which the Demised Premises is located within the Shopping Center. The above estimated square footage in the Demised Premises may be adjusted in order to conform to any minor variations in actual square footage and a corresponding adjustment shall also be made in the amount of Minimum Guaranteed Rental, Common Area Maintenance Charge, Insurance Escrow Payment, Tax Escrow Payment, and all other charges based on the square footage of the Demised Premises. If adjustments are necessary, such will be shown as an amendment to this Lease, which Tenant agrees to execute within the ten (10) days after presentation by Landlord with verifiable substantiation of the adjustments if such exceed three (3%) percent. For purposes of this Lease, the term "Gross Leasable Area" shall mean the number of square feet of floor area of interior space intended for the exclusive use by Tenant during the Lease Term (regardless of whether such area is occupied), but excluding (without limitation) any Shopping Center management office, Common Area, maintenance storage areas, Common Area community room, or exterior space (whether or not for the use of one or more tenants), and shall be measured to the outside of any exterior walls and to the middle of any interior demising walls. Landlord shall have the right to remeasure from time to time the Gross Leasable Area of the Demised Premises and/or Shopping Center, in which event such revised calculations shall be, upon Landlord's election and written request, the calculations of the Gross Leasable Area thereof for all purposes hereunder; provided, that Tenant may choose to remeasure the Demised Premises or any other portion of the Shopping Center at its cost. Tenant hereby acknowledges and agrees that the Shopping Center, Building and/or Demised Premises may be subject to various encumbrances, including condominium declarations, restrictive covenants and similar agreements ("applicable encumbrances") and, to the extent any of the terms, conditions, rights or obligations of Landlord or Tenant under this Lease conflict with the express terms of any such encumbrances, the terms of all such enumerated applicable encumbrances shall control. Additionally, in the event any of the obligations of Landlord hereunder are obligations which Landlord is not permitted to perform or which any other person or party is required to perform pursuant to any such encumbrances, then Landlord shall not be in default hereunder with respect to such obligation so long as Landlord uses commercially reasonable efforts to cause such person or party to perform same in accordance therewith.

- (h) Lease Term: Commencing on the Commencement Date and ending sixty (60) calendar months thereafter except that in the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the Commencement Date. The "Commencement Date" of this Lease agreement shall be the date that is the earlier to occur of (a) the date Tenant opens the Demised Premises for business, or (b) the date which is one hundred twenty (120) days after Landlord delivers the Demised Premises to Tenant with Landlord's Work substantially complete. Tenant shall further have the right to extend the term of this Lease pursuant to, and subject to the terms and conditions of, Exhibit H attached hereto and made a part hereof for all purposes. The initial Lease Term and any such extension term(s) exercised in accordance herewith shall be collectively referred to herein as the "Lease Term."

- (i) Target Completion Date: March 1, 2024
- (j) Minimum Guaranteed Rental:

Month	Annual Rate Per Square Foot of Demised Premises	Monthly Minimum Guaranteed Rental
Commencement Date – End of month in which Commencement Date occurs* (see below)	\$30.00	\$8,185.00
Months 1-24†	\$30.00	\$8,185.00
Months 25-60	\$31.80	\$8,676.10

*Notwithstanding anything herein to the contrary, in the event the Commencement Date does not occur on the first day of a calendar month, then: (a) “Month 1” in the above table shall commence on the first day of the calendar month following the Commencement Date and shall end at the conclusion of the last calendar day of such calendar month (for example, if the Commencement Date is February 10th, then “Month 1” in the above chart would begin on March 1st and would end upon March 31st); (b) Tenant shall pay Minimum Guaranteed Rental for the time period from the Commencement Date through the conclusion of the last calendar day of the calendar month in which the Commencement Date occurred in the amount set forth above, which amount will be prorated for such partial month based on the number of days in such month; and (c) Tenant shall pay the Common Area Maintenance Charge, Insurance Escrow Payment, and Tax Escrow Payment for the time period from the Commencement Date through the conclusion of the last calendar day of the calendar month in which the Commencement Date occurred in an amount prorated for such partial month based on the number of days in such month. Tenant shall pay such prorated amounts of Minimum Guaranteed Rental, Common Area Maintenance Charge, Insurance Escrow Payment, and Tax Escrow Payment to Landlord within five (5) days of the Commencement Date.

†Rent Abatement Period: Tenant shall receive a one hundred percent (100%) abatement of Minimum Guaranteed Rental, Common Area Maintenance Charges, Insurance Escrow Payments, and Tax Escrow Payments for the period of Month 1 through Month 6. If an Event of Default occurs by Tenant under this Lease during the Rent Abatement Period, Landlord, in addition to all other remedies available to Landlord, may elect to suspend such abatement until such event of default is cured.

- (k) Initial estimated Common Area Maintenance Charge, Insurance Escrow Payment, and Tax Escrow Payment is \$8.20 annually per square foot, calculated to be \$2,237.23 per month.
- (l) Security Deposit: \$10,913.33, to be delivered by Tenant to Landlord concurrently with the execution of this Lease.
- (m) Prepaid Rental: \$10,422.23, to be delivered by Tenant to Landlord concurrently with the execution of this Lease.
- (n) Permitted Use: The delivery of medical aesthetic services, including but not limited to: cosmetic injectables, chemical peels, microneedling, lasers and devices, skin

rejuvenation devices, vaginal rejuvenation devices; IV therapy; hormone optimization; sexual health and wellness; medical aesthetic provider training; and the sale of skin care products and devices, nutritional supplements, and retail items and for no other use, except as provided in this Lease.

- (o) Tenant Finish Allowance: Up to \$70.00 per square foot of Gross Leasable Area of the Demised Premises, subject to the terms and conditions of Exhibit C attached to this Lease.
- (p) The sum of the monthly:
 - (i) Minimum Guaranteed Rental as set forth in Section 1.1(j); and
 - (ii) Common Area Maintenance Charge, as set forth in Article V; and
 - (iii) Insurance Escrow Payment as set forth in Article XII; and
 - (iv) Tax Escrow Payment as set forth in Article XVII

shall equal the “Monthly Payment” (which Monthly Payment amount is, however, exclusive of any other sums due hereunder). As used herein, the term “Rent” shall be deemed to include Minimum Guaranteed Rental, Common Area Maintenance Charge, Insurance Escrow Payment, Tax Escrow Payment, and any other amounts or charges payable by Tenant hereunder.

1.2 Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by references thereto in other provisions of this Lease.

ARTICLE II

GRANTING CLAUSE

2.1 In consideration of the obligation of Tenant to pay Rent and any other charges as herein provided, and further in consideration of the terms, covenants and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby leases and takes from Landlord, the Demised Premises as described in Section 1.1(g) TO HAVE AND TO HOLD said premises for the Lease Term specified in Section 1.1(h), all upon the terms and conditions set forth in this Lease, and further subject to all applicable building, zoning and other ordinances and governmental requirements affecting the Shopping Center or Demised Premises, and to all covenants, encumbrances and other matters of record encumbering or affecting the Shopping Center or Demised Premises.

ARTICLE III

CONSTRUCTION AND ACCEPTANCE OF DEMISED PREMISES

3.1 Landlord will deliver the Demised Premises with such improvements thereto as further set forth in, and subject to the terms of, Exhibit C attached hereto and incorporated herein by reference, with such minor variations as Landlord may deem advisable, and tender the Demised Premises to Tenant following Landlord’s substantial completion thereof. The Demised Premises shall be deemed to be “Ready for Occupancy” when Landlord notifies Tenant that Landlord has substantially completed Landlord’s Work, as described in Exhibit C or when Landlord delivers possession of the Demised Premises to Tenant with Landlord’s Work substantially complete, as applicable. Tenant’s commencement of construction thereafter does not waive the Landlord’s requirement to deliver the

premises in the condition outlined or act as acceptance of Tenant of this condition assuming Tenant's work does not interfere with Landlord's completion of work. If Landlord's Work is not complete within 60 days after delivery of the Demised Premises to Tenant, Tenant has the right upon written notice to Landlord to cancel the Lease and Landlord shall reimburse Tenant for documents out of pocket costs including any buildout that Tenant has commenced. The Demised Premises are not required to be Ready for Occupancy by any given date, and Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, nor shall the Lease Term be affected, except that if for any reason the Demised Premises are not Ready for Occupancy by the Target Completion Date (which date shall be extended for any delay due to Tenant Delay), Tenant shall be entitled to one (1) day of free Rental for each day thereafter until the date the Demised Premises are Ready for Occupancy, which such abatement shall be applied to the first Minimum Guaranteed Rentals becoming due after the Commencement Date. Additionally, if for any reason the Demised Premises are not Ready for Occupancy within nine months following the Estimated Completion Date (which 9-month deadline shall be extended for any delay due to events of force majeure and/or Tenant Delay), Tenant may at its option cancel and terminate this Lease by written notice to Landlord delivered within thirty days following the expiration of such 9-month period, in which event neither party shall have any further liabilities or obligations hereunder, except the Landlord shall repay to Tenant the Prepaid Rent and/or Security Deposit, if applicable. When the Demised Premises are Ready for Occupancy, Tenant agrees to accept possession thereof and to proceed with due diligence to perform Tenant's Work as set forth in Exhibit C, all of such work to be performed in compliance with Exhibit C, and to install Tenant's fixtures, furniture and equipment therein. Any of Tenant's Work with respect to the roof of the Building shall additionally be subject to Section 8.3 hereof. TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY DAMAGE TO THE DEMISED PREMISES, BUILDING OR SHOPPING CENTER RESULTING, DIRECTLY OR INDIRECTLY, FROM THE PERFORMANCE OF TENANT'S WORK (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE). In the event of any dispute as to the work performed or required to be performed by Landlord or Tenant, the certificate of Landlord's architect or engineer shall be conclusive.

3.2 Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this Lease excepting only those requiring the payment of Minimum Guaranteed Rental, Common Area Maintenance Charge, Insurance Escrow Payment, and Tax Escrow Payment, so long as Tenant does not open for business. If Tenant opens for business, all such charges due under this Lease immediately commence. Tenant agrees to furnish to Landlord a Certificate of Occupancy from applicable local authorities upon the earlier of Commencement Date or receipt of such from relevant authority(ies). At the request of Landlord following the Commencement Date Tenant will execute and deliver the Commencement Certificate attached hereto as Exhibit F and incorporated herein by reference, or, at Landlord's option, execute a recordable Notice of Lease (La. R.S. 9:2742) containing the statutorily required matters (La. R.S. 9:2742) and basic provisions of this Lease, acknowledging that Tenant has accepted possession, and reciting the exact Commencement Date and termination of this Lease.

3.3 Except for Landlord's completion of Landlord's Work in accordance herewith, Tenant acknowledges and agrees that the Demised Premises is being leased to Tenant in its "AS IS, WITH ALL FAULTS" condition, to the extent allowed by applicable law, Tenant accepts all faults and defects, if any, therein; and by taking possession of the Demised Premises and initiating Tenant's Work therein, to the extent allowed by applicable law, Tenant shall be deemed to have accepted the same and to have acknowledged that: (i) the Demised Premises are suitable for the purposes for which the Demised Premises are leased; (ii) the Demised Premises (and, to the extent applicable, the Building and Shopping Center, including the Common Area thereof) fully comply with Landlord's covenants and obligations hereunder with respect to Landlord's Work; (iii) the Building and Shopping Center and every part and appurtenance thereof are in good and satisfactory condition; and (iv) Tenant waives any defects in the Demised Premises and in all other parts of the Building and Shopping Center and

the appurtenances thereto. Tenant agrees that, if requested by Landlord, Tenant will furnish Landlord with a written statement that Tenant has accepted the Demised Premises and that Landlord has fully complied with Landlord's covenants and obligations hereunder with respect to Landlord's Work. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, NEITHER LANDLORD NOR ANY OFFICER, DIRECTOR, OWNER, PARTNER, EMPLOYEE, AGENT, CONTRACTOR, PROPERTY MANAGER OR OTHER REPRESENTATIVE OF LANDLORD HAS MADE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DEMISED PREMISES, THE BUILDING, OR THE SHOPPING CENTER, INCLUDING, WITHOUT LIMITATION (AND LANDLORD EXPRESSLY DISCLAIMS), ANY REPRESENTATION OR WARRANTY AS TO THE HABITABILITY, MERCHANTABILITY, SUITABILITY, QUALITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE WITH REGARD TO THE DEMISED PREMISES, THE BUILDING OR THE SHOPPING CENTER, NOR AS TO THE PROFITABILITY OF OTHER TENANTS OF THE SHOPPING CENTER, NOR AS TO THE ABSENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCES THEREIN (COLLECTIVELY, THE "DISCLAIMED WARRANTIES"), AND TENANT HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE DISCLAIMED WARRANTIES WITH REGARD TO THE DEMISED PREMISES, THE BUILDING, AND THE SHOPPING CENTER. Tenant further acknowledges and agrees that Tenant has been given the opportunity to inspect the Demised Premises, Building and Shopping Center prior to execution of this Lease.

ARTICLE IV

MONTHLY PAYMENT

4.1 The Monthly Payment, as specified in Section 1.2, shall accrue hereunder from the Commencement Date, and shall be payable at the place designated for the delivery of notices to Landlord at the time of payment without demand and without set-off or deduction, for any reason whatsoever, except as otherwise expressly herein provided.

4.2 Tenant shall pay to Landlord Minimum Guaranteed Rental in monthly installments in the amount specified in Section 1.1(j) above. The Prepaid Rental specified in Section 1.1(m) of this Lease shall be applied to the first amounts of Minimum Guaranteed Rental becoming due hereunder. Monthly installments of Minimum Guaranteed Rental shall be due and payable on or before the first day of each calendar month during the Lease Term; provided that if the Commencement Date is a date other than the first day of a calendar month, Minimum Guaranteed Rental shall be prorated for the month in which the Commencement Date occurs. Tenant's obligation to pay Rent is a separate and independent covenant and obligation under this Lease.

ARTICLE V

COMMON AREA

5.1 The "Common Area" is the part of the Shopping Center designated by Landlord from time to time for the common use of all tenants, including among other facilities, parking area, sidewalks, landscaping, curbs, loading areas, retaining walls, berms, private streets and alleys, exterior lighting facilities, hallways, malls, restrooms, and other areas and improvements provided by Landlord for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in such manner as Landlord, in its discretion, shall determine. Landlord reserves the right to change from time to time the dimensions and location of the Common Area from that shown on Exhibit A, as well as the location, dimensions, identity and type of any building shown on Exhibit A, and to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center. Tenant and its employees,

customers, subtenants, licensees and concessionaires shall have the nonexclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Shopping Center and other persons permitted by Landlord to use the same, and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Shopping Center or in reasonable proximity thereto in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. Tenant will use best efforts to furnish to Landlord upon request a list of license numbers of all automobiles operated by Tenant, its employees, subtenants, licensees or concessionaires. Landlord shall maintain any such list as confidential information to protect the privacy and safety of those licenses numbers and their owner. Tenant shall have no continuing obligation to revise or update such list absent a request by Landlord, which Landlord shall not request more than once a year. Tenant shall not solicit business or display merchandise within the Common Area, or distribute handbills therein, or take any action which would interfere with the rights of other persons to use the Common Area without the prior written consent of the Landlord. In addition, although the roofs, exterior walls and foundations of the Building are not literally, and electrical rooms, service rooms, internal hallways and other similar type rooms or areas may not literally be, part of the Common Area, they will be deemed to be so included for purposes of the calculation and payment of all common area maintenance charges, including those payable by Tenant under Section 5.2.

5.2 Tenant agrees to pay, as additional Rent during the Lease Term, its proportionate share of the costs and expenses of ownership, management, operation and maintenance of, and providing services to and for, the Common Area (such charge to Tenant therefor being referred to herein as the “Common Area Maintenance Charge”), which costs and expenses shall include, among other costs, management fees (said management fees not to exceed four percent (4%) of the gross rentals derived from the Shopping Center), and those costs incurred for managing, lighting, heating, air conditioning, water and sewage (unless separately metered and paid directly by Tenant to the utility provider), painting, cleaning, policing, inspecting, landscaping, repairing, replacing, guarding, protecting and insuring the Common Area, and any dues, fees, expenses, assessments or other costs incurred by Landlord because of Landlord’s membership in any condominium, property owner’s or similar association, or in connection with any covenants, declarations, easements, restrictions or similar agreements affecting the Common Area or Shopping Center which may be incurred by Landlord in its discretion, and, at Landlord’s election, any costs of any monument or other signage provided in connection with the Shopping Center (i.e., whether or not all tenants thereof are identified on such signage). Not later than sixty (60) calendar days after the commencement of each Lease Year, Landlord shall provide to Tenant a complete categorized list of each item included in CAM for that Lease Year. During each month of the Lease Term, Tenant shall deposit with Landlord the Common Area Maintenance Charge equal to 1/12 of its proportionate share of such costs and expenses related to the Common Area which Landlord estimates will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Section 5.2 to pay such costs and expenses. Each Common Area Maintenance Charge shall be due and payable at the same time and in the same manner as the time and manner of the payment of Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Common Area Maintenance Charge is incorporated into the amount set out in Section 1.1(k) above. The initial monthly Common Area Maintenance Charge is based upon Tenant’s proportionate share of such estimated costs and expenses related to the Common Area for the year in question, and the monthly Common Area Maintenance Charge is subject to increase or decrease as determined by Landlord to reflect an accurate escrow of Tenant’s estimated proportionate share of such costs and expenses. The Common Area Maintenance Charge account of Tenant shall be reconciled annually (which obligation shall survive the termination or expiration of this Lease). If the annual reconciliation shows that the amounts actually paid by Tenant for Tenant’s Common Area Maintenance Charge are less than Tenant’s actual proportionate share of such costs and expenses related to the Common Area for such time period, then Tenant shall pay to Landlord within 15 days of notice of the difference. If the annual reconciliation

shows that the amounts actually paid by Tenant for Tenant's Common Area Maintenance Charge are more than Tenant's actual proportionate share of such costs and expenses related to the Common Area for such time period, then Landlord shall return such over-payment amounts to Tenant. Tenant's proportionate share of such costs and expenses related to the Common Area shall be computed by multiplying such costs and expenses related to the Common Area by a fraction, the numerator of which shall be the number of square feet of Gross Leasable Area in the Demised Premises and the denominator of which shall be the number of square feet of Gross Leasable Area in the Shopping Center from time to time. Tenant acknowledges and agrees that if Tenant requests any items and services selectively to be supplied to Tenant by Landlord, such costs incurred by Landlord shall be charged separately and directly to Tenant and not included in such costs related to Common Area. Additionally, in the event the Building contains any common areas for the benefit of the tenants located therein, Landlord may, in its reasonable discretion, separately assess a Common Area Maintenance Charge to Tenant for its proportionate share (within the Building) for any janitorial services, maintenance, or other charges or costs incurred for such common area within the Building.

5.3 Within 30 days after Landlord furnishes its statement of actual Common Area Maintenance Charges for the Shopping Center for any calendar year (the "Audit Election Period"), Tenant may, at its expense, elect to audit Landlord's Operating Costs for the Shopping Center for such calendar year only, subject to the following conditions: (1) there is no uncured event of default under this Lease; (2) the audit shall be prepared by a certified public accountant; (3) in no event shall any audit be performed by a firm retained on a "contingency fee" basis; (4) the audit shall commence within 30 days after Landlord makes Landlord's books and records available to Tenant's auditor and shall conclude within 60 days after commencement; (5) the audit shall be conducted during Landlord's normal business hours at the location where Landlord maintains its books and records and shall not unreasonably interfere with the conduct of Landlord's business; and (6) Tenant and its accounting firm shall treat any audit in a confidential manner and shall each execute Landlord's confidentiality agreement for Landlord's benefit prior to commencing the audit. If any annual statement of Common Area Maintenance Charges previously submitted by Landlord to Tenant shall be found to be incorrect by such audit, Landlord shall credit any overpayment of Tenant's Proportionate Share of Operating Costs against the next monthly payment of Tenant's Proportionate Share of Operating Costs (after deducting any amounts owed by Tenant to Landlord pursuant to any other provision of this Lease), or to the extent the Lease Term has expired, then such overpayment shall be paid in cash within thirty (30) days after such audit.

ARTICLE VI

USE AND CARE OF DEMISED PREMISES

6.1 The Demised Premises may be used only for the Permitted Use specified in Section 1.1(n) above, and for no other use or purpose without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion reasonably exercised and not unduly delayed. Tenant shall use in the transaction of business in the Demised Premises the trade name specified in Section 1.1(e) above and no other trade name without the prior written consent of the Landlord. Tenant shall not at any time leave the Demised Premises vacant, but shall in good faith throughout the Lease Term conduct and carry on in the entire Demised Premises the type of business for which the Demised Premises are leased except as otherwise provided in this Lease and applicable law. Tenant shall, except during reasonable periods of repairing, cleaning and decorating, keep the Demised Premises open to the public for business with adequate and competent personnel in attendance on all days and during all hours as Tenant determines in its sole, unfettered discretion to be commercially reasonable for Tenant's Permitted Use, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance, government regulation or conditions beyond its control.

Tenant represents and warrants to Landlord that if and when Tenant makes use of trade name, Tenant has all necessary rights and interests in and to Tenant's trade name, if any, and to Tenant's knowledge and belief, Tenant's use thereof shall in no event violate any trademark, trade name, service mark, patent or copyright, or other similar right, of any other person or party, AND TENANT SHALL INDEMNIFY LANDLORD FOR ANY COSTS OR EXPENSES INCURRED BY LANDLORD DUE TO ANY CLAIMS BY ANY OTHER PERSON OR PARTY WITH RESPECT THERETO. The foregoing indemnity shall survive the termination or expiration of this Lease.

6.2 Tenant shall not, without Landlord's prior written consent, keep or do anything within the Demised Premises for any purpose which increases or invalidates any insurance policy carried on the Demised Premises or of the part of the Shopping Center. Tenant shall pay as additional Rent, upon demand of Landlord, any such increased premium cost demonstrated to be due to Tenant's such use or occupation of the Demised Premises. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk. Tenant shall not engage in any activities which may constitute the "business of sale of alcohol" or which activities may otherwise require a permit to be issued by state or local ATC authorities.

6.3 Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall keep the Demised Premises clean and free from dirt, rubbish, insects, and pests at all times. Receipt and delivery of goods and merchandise and removal of garbage and trash shall be made only in the manner and areas from time to time prescribed by Landlord. Landlord has arranged for collection of all trash and garbage and Tenant's share of the cost thereof will be billed either as part of its Common Area Maintenance Charge, or Tenant will be charged its proportionate share of the costs of such trash services based on the Gross Leasable Area of the Demised Premises compared to the total Gross Leasable Area of all tenants sharing the services, and shall be deemed additional Rent. Tenant shall not operate an incinerator or burn trash or garbage within the Shopping Center.

6.4 Tenant shall procure, at its sole expense, any permits and licenses required for the transaction of business in the Demised Premises. Tenant shall comply with all laws, ordinances, orders, codes, rules and regulations of state, federal, county, municipal or other agencies or bodies having jurisdiction relating to the use, condition and/or occupancy of the Demised Premises, including, without limitation, Environmental Laws (hereinafter defined), the Occupational Safety and Health Act of 1970, and the Americans with Disabilities Act of 1990, as each may be amended from time to time, and the rules and regulations promulgated thereunder now and from time to time hereafter.

6.5 Tenant shall not conduct within the Demised Premises or place signage advertising any fire, auction, bankruptcy, "going-out-of-business", "lost-our-lease", or similar sale, nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperate store, a "secondhand" store, a "surplus" store, or a store commonly referred to as a "discount house". The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center.

6.6 Tenant shall not permit any objectionable or unpleasant odors or noises to emanate from the Demised Premises, nor place or permit any radio, television, loud speaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building or in the Common Area, nor place an antenna, awning or other projection on the exterior of the Demised Premises; nor solicit business or distribute leaflets or other advertising material in the Common Area; nor take any other action which in the exclusive judgment of Landlord would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably

interfere with their use of their respective premises, nor do anything which would tend to injure the reputation of the Shopping Center.

6.7 **Exhibit G** attached hereto and made a part hereof for all purposes outlines the existing exclusive uses in effect at the Shopping Center (the "**Existing Exclusives**"). Without limitation to the restriction that Tenant only use the Demised Premises for the Permitted Use as set forth herein, in no event shall Tenant operate in a manner that violates Existing Exclusives set forth in such Exhibit G. In the event of an alleged violation by Tenant of any Existing Exclusives, in addition to any other rights and remedies of Landlord with respect thereto whether pursuant to this Lease, at law or in equity: (a) subject to limitations imposed on Tenant by HIPAA and any other federal state or local law or regulation, Tenant in its reasonable exercise of discretion, will respond to Landlord's reasonable information requests in connection with the determination of whether or not such a violation exists, and, if such a determination is made by Landlord, (b) upon written notice by Landlord, Tenant will immediately cease any such operations which are an alleged violation thereof.

ARTICLE VII

MAINTENANCE AND REPAIR OF DEMISED PREMISES

7.1 Landlord shall keep the foundation, exterior walls (except store fronts, plate glass windows, doors, door closure devices, window and door frames, molding, locks and hardware and painting or other treatment of interior walls) and the roof of the Building (excepting any leaks caused by Tenant, its contractors, employees, or agents) of the Demised Premises, together with the Common Area, in good repair, except that the cost of any repairs occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires, shall be reimbursed by Tenant to Landlord within thirty (30) days of a written request therefor with verifiable substantiation. In the event that the Demised Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after delivery of such written notice. Landlord's obligation hereunder is limited to repairs specified in this Section 7.1 only, and Landlord shall have no liability for any damages or injury arising out of any condition or occurrence causing a need for such repairs.

7.2 Tenant shall furnish, maintain and replace all electric light bulbs, tubes and tube casings within the Demised Premises.

7.3 Tenant shall keep the Demised Premises in good, clean condition and shall, at its sole cost and expense, make all needed repairs and replacements (including, without limitation, replacement of cracked or broken glass and maintenance of all fire protection systems), except for repairs and replacements required to be made by Landlord under the provisions of Section 7.1 or Article XIV and shall keep all plumbing units, pipes and connections free from obstruction and protected against ice and freezing. If any repairs required to be made by Tenant hereunder are not made within ten (10) days after written notice delivered to Tenant by Landlord (or such lesser period as may be appropriate for any emergency repairs, including those that would further damage the Shopping Center if not addressed or would impede on the rights of use and enjoyment afforded to other tenants), Landlord may, at its option, make such repairs without liability to Tenant for any loss or damage which may result by reason of such repairs, and Tenant shall pay to Landlord immediately upon demand as additional Rent hereunder the cost of such repairs plus ten percent (10%) of the amount thereof. At the expiration or earlier termination of this Lease, Tenant shall: (a) remove Tenant's personal property and equipment from the Demised Premises and repair all damage caused by such removal (such removal and such repair to all be at Tenant's sole expense); (b) surrender the Demised Premises to Landlord in good condition, reasonable wear and tear and loss by fire or other casualty excepted; (c) surrender all keys for the Demised Premises to Landlord; and (d) inform

Landlord of all combinations on locks, safes and vaults, if any, in the Demised Premises. Additionally, at Landlord's option, Tenant shall (no later than the later to occur of the expiration or earlier termination of the Lease, or ten [10] days after Landlord's notice thereof) remove such alterations, additions (including safes or vaults), improvements, trade fixtures, wiring, conduits, and cabling as Landlord may request (it being agreed that all such items shall otherwise remain in the Demised Premises and be and become the property of Landlord upon the placement or installation thereof in the Demised Premises), and Tenant shall repair all damage caused by such removal (such removal and such repair to all be at Tenant's sole expense). In any event Tenant shall remove from the Demised Premises all leased or loaned equipment not belonging to Tenant. Any items not removed in accordance herewith shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord at Tenant's cost, without notice to Tenant and without any obligation to account for any such items, and any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of any security interest granted hereunder or otherwise. The provisions of this Section 7.3 shall survive the expiration or earlier termination of the Lease.

7.4 Installation and maintenance of the ventilating, air conditioning and heating equipment serving the Demised Premises shall be Tenant's sole responsibility throughout the entire Lease Term. Tenant will also carry insurance covering said equipment and will provide proof of insurance satisfactory to Landlord on said equipment upon occupancy. During the Lease Term, Tenant agrees to employ a suitable contractor to perform Tenant's obligations for maintenance of the ventilating, air conditioning and heating units on the Demised Premises and a suitable contractor to perform Tenant's obligations for maintenance of all fire protection systems within the Demised Premises. Tenant will immediately supply Landlord with a copy of Tenant's service/maintenance contracts. Such maintenance shall include at least semi-annual inspections and cleaning of said units and systems, together with such adjustments and servicing as each such inspection discloses to be required and, in addition, all repairs, testing and servicing as shall be necessary or reasonably required by Landlord or Landlord's insurance underwriter. A suitable contractor shall be one who is reliable and capable of performing Tenant's obligations hereunder and approved by Landlord, which approval shall not be unreasonably withheld or delayed. If replacement of equipment, fixtures and appurtenances thereto are necessary, Tenant shall replace the same with equipment, fixtures and appurtenances of at least the same quality, and repair all damage done in or by such replacement.

ARTICLE VIII

ALTERATIONS

8.1 Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures, custom light fixtures, chandeliers and appliances, which cannot be seen from the exterior thereof and which may be installed without drilling, cutting or otherwise defacing the Demised Premises or affecting any other portions of the Shopping Center, and except for other non-structural alterations to the interior of the Premises that are cosmetic in nature (the foregoing exceptions collectively, the "Permitted Alterations"). All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures, custom light fixtures, chandeliers and appliances) which may be made or installed by either party upon the Demised Premises shall remain upon and be surrendered with the Demised Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the Demised Premises to their original condition at Tenant's expense, except for ordinary wear and tear. Any linoleum, carpeting or other floor covering which may be cemented or otherwise affixed to the floor of the Demised Premises is a permanent fixture and shall become the property of Landlord without credit or compensation to Tenant. Landlord shall have the right to review and approve any and all proposed plans and specifications with respect to any alterations,

additions or improvements to the Demised Premises requiring Landlord's consent, including, without limitation, the right to employ architects and engineers, at Tenant's sole expense, to perform such review.

8.2 All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner, in compliance with all federal, state, municipal or local laws, ordinances, orders, rules, regulations and requirements.

8.3 Tenant shall not perform any work on or alterations of the roof, nor penetrate the roof, without, in each instance, obtaining the prior written consent of Landlord. In the event that Landlord grants such written consent, Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that when completed Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications approved by Landlord.

8.4 Tenant shall not permit any lien or claim of lien to attach to this Lease, the Demised Premises or to any portion of the Shopping Center as a result of Tenant's or its employees', agents', or contractors' acts or omissions and Tenant shall promptly remove same by payment, bond or cancellation. In the event Tenant fails to promptly pay and remove any such lien or claims of lien, Landlord may but shall not be obligated to remove same at Tenant's expense and any reasonable cost or expense incurred by Landlord in paying and removing any such lien or claim of lien shall be deemed to be additional Rent hereunder and shall be due and payable immediately upon written demand with verifiable substantiation by Landlord with verifiable substantiation, together with interest thereon from the date incurred by Landlord through the date of payment by Tenant at an interest rate equal to the lesser of (a) the maximum rate permitted by then applicable law, or (b) eighteen percent (18%) per annum.

ARTICLE IX

LANDLORD'S RIGHT OF ACCESS: USE OF ROOF

9.1 Upon the giving of 24-hour advance written notice to Tenant, Landlord shall have the right to enter upon the Demised Premises at an agreed time and accompanied by an authorized representative of the Tenant, for the purpose of inspecting the same, making necessary repairs to the Demised Premises, making repairs, alterations or additions to adjacent premises, or showing the Demised Premises to prospective purchasers, inspectors, lessees or lenders. Further, Landlord shall have the right to enter upon the Demised Premises at any time in the event of a real or apparent emergency or event of casualty after reasonable efforts to contact Tenant at the designated Emergency Contact Telephone Number, without liability for any unavoidable damage caused to the Demised Premises or Tenant's property due to such entry. In case of such emergency, Landlord shall limit its activity on the Demised Premises to the commercially reasonable minimum activities to abate or address the immediate emergency, leaving any further potential remedial activities to the discretion of the Tenant. Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last one hundred eighty (180) days of the Lease Term, and same shall in no way reduce or affect Tenant's obligations under this Lease.

9.2 Except as otherwise expressly provided in this Lease, use of the roof above the Demised Premises is reserved to Landlord.

ARTICLE X

SIGNS: STORE FRONTS

10.1 Tenant shall not, without Landlord's prior written consent (a) make any changes to or paint the store front; (b) install any lighting, decorations or paintings which are visible from the exterior of the Demised Premises; or (c) affix signs, advertisements, banners, or other material to the inside or outside of windows nor to any doors, columns or walls, nor in any location where same would be visible from the exterior of the Demised Premises. All exterior signage must be tastefully and professionally done and the use of handscribed signs of any kind is expressly prohibited. Landlord reserves the right to remove unauthorized exterior signage after notification has been made to the Tenant. All signs, decorations, and advertising media shall conform in all respects to the sign criteria established by Landlord for the Shopping Center from time to time in the exercise of its sole discretion and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color, and general appearance, but not content. As used herein, "exterior" signage shall include signage located exterior to the Demised Premises or is readily visible from the exterior of the Demised Premises. Tenant shall have the right to place its panel on the existing monument sign situated in the Shopping Center in a panel to be designated by Landlord. Tenant is responsible for all costs in the installation of said signage; provided, however, there shall be no additional or ongoing fees for the use of the monument sign. All signs pertaining to the Demised Premises shall be designed, constructed and installed, and kept in good condition and in proper operating order at all times, all at Tenant's sole cost and expense. Landlord reserves the right to designate a uniform type of sign for the Shopping Center and Tenant shall comply therewith. Tenant may not place any sign on any portion of the Shopping Center or any land or areas adjacent thereto, unless otherwise expressly provided for in this Lease.

10.2 Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this Lease all signs required or permitted by Landlord, in accordance with Landlord's sign criteria (Exhibit D attached hereto and incorporated herein by reference). The Tenant, upon vacation of the Demised Premises, or the removal or alteration of its sign for any reason, shall be responsible for the repair, painting, and/or replacement of the building fascia surface where the signs are attached at Tenant's sole cost and expense.

10.3 Tenant shall not erect or display any banners or temporary or portable signs in the Common Area.

10.4 Any signs or lettering placed on storefronts shall be paid for by Tenant and approved by Landlord, in its sole discretion.

ARTICLE XI

UTILITIES

11.1 Landlord agrees to cause to be provided to the Shopping Center the necessary mains, conduits and other facilities necessary to supply water, electricity, and sewerage service to the Building, subject to any provisions related thereto contained in Exhibit C, and Tenant shall be responsible for any facilities necessary to connect such services to the Demised Premises from the facilities provided by Landlord, at Tenant's sole cost and expense. Tenant will be responsible for the submetering of any utilities with respect to the Demised Premises and for the maintenance of such submeters, at Tenant's sole cost and expense.

11.2 Tenant shall promptly pay for all charges for electricity, water, gas, telephone service, sewerage service, and other utilities furnished to and/or utilized by the Demised Premises and shall

promptly pay any maintenance charges therefor (and, to the extent same are not separately metered with respect to the Demised Premises, Tenant shall pay Tenant's equitable share thereof as reasonably determined by Landlord).

11.3 Except to the extent caused by Landlord's gross negligence or willful misconduct, Landlord shall not be liable for any interruption or failure whatsoever in utility services.

ARTICLE XII

INDEMNITY AND INSURANCE

12.1 Landlord shall not be liable to Tenant or to Tenant's employees, agents or visitors, or to any other person or entity, whomsoever, for any injury to person or damage to or loss of property caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or of any other person entering the Demised Premises, Building or Shopping Center under the express or implied invitation of Tenant, or arising out of the use of the Demised Premises by Tenant or the conduct of its business therein, or arising out of any breach or default by Tenant under the terms of this Lease, or resulting from any other cause except Landlord's gross negligence or willful misconduct, AND TENANT HEREBY AGREES TO INDEMNIFY LANDLORD AND HOLD HARMLESS LANDLORD FROM ANY LOSS, EXPENSE OR CLAIMS ARISING OUT OF SUCH DAMAGE OR INJURY, WHETHER CAUSED IN WHOLE OR IN PART BY THE ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF TENANT, ITS EMPLOYEES, SUBTENANTS, LICENSEES, CONCESSIONAIRES OR INVITEES OR SUCH USE OR CONDUCT OF BUSINESS BY TENANT (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE).

12.2 Tenant shall procure and maintain throughout the Lease Term, at Tenant's sole cost and expense, a policy or policies of commercial general liability insurance or its then-equivalent, at its sole cost and expense, covering the Demised Premises and Tenant's use thereof, and insuring Tenant and both Landlord and Landlord's managing agent for the Shopping Center, and any mortgagee of Landlord with respect to the Shopping Center, against all claims, demands or actions for personal or bodily injury or death or property damage (including contractual indemnity and liability coverage without contractual exclusion) occurring upon, in or about the Demised Premises, or arising out of or in connection with Tenant's use or occupancy of the Demised Premises (including the business conducted from time to time by Tenant therein) and the common areas of the Shopping Center, or by the condition of the Demised Premises, the limits of such policy or policies to be in the amount not less than One Million and No/100 Dollars (\$1,000,000) in respect of injuries or death of any one person or persons, and in respect to property damaged or destroyed, and Two Million and No/100 Dollars (\$2,000,000) in an annual aggregate, together with One Million Dollars (\$1,000,000.00) per occurrence for personal or advertising injury.

12.3 Tenant shall also procure and maintain throughout the Lease Term, at Tenant's sole cost and expense, the broadest available causes of loss-special form (formerly known as "all-risk") insurance or its then-equivalent, at its sole cost and expense, which covers (a) all of Tenant's personal property in, on, at, or about the Demised Premises, including, without limitation, Tenant's furniture, trade fixtures, equipment, inventory, and merchandise (collectively, "Tenant's Personal Property"), and (b) all leasehold improvements to the Demised Premises; such insurance to be in an amount equal to full replacement cost thereof, and endorsed to provide that Tenant's insurance is primary in the event of any overlapping coverage with the insurance carried by Landlord.

12.4 Tenant additionally agrees to procure and maintain throughout the Lease Term the following policies of insurance at its sole cost and expense: (a) worker's compensation insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, together with employer's

liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and in any event in no less than statutorily required amounts, covering Tenant's employees in the Demised Premises and containing a waiver of subrogation in favor of Landlord, and, regardless of whether Tenant is required to or does carry the insurance described in this subsection (a) of this paragraph, TENANT HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND, AT LANDLORD'S OPTION, DEFEND, LANDLORD AND LANDLORD'S AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL CLAIMS ARISING OUT OF ANY LOSS SUFFERED BY (OR IN CONNECTION WITH) ANY OF TENANT'S AGENTS OR REPRESENTATIVES AT THE DEMISED PREMISES WHICH WOULD HAVE BEEN OR IS COVERED BY AN APPROPRIATE WORKERS' COMPENSATION INSURANCE POLICY (AS MAY BE REQUIRED BY LAW TO BE CARRIED BY TENANT) AND/OR EMPLOYER'S LIABILITY INSURANCE POLICY (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE); and (b) a policy or policies of insurance insuring against business interruptions, vandalism and malicious mischief, in amounts set by Landlord, from time to time, in its sole discretion, provided that in all event the business interruption insurance shall cover a minimum of six months. Moreover, if it is or becomes customary for a significant number of tenants of properties similar in size and use to the Demised Premises in the area in which the Shopping Center is located to be required to provide insurance with other coverages or increased coverages over the insurance described in this Article XII, then, within thirty (30) days after Landlord's reasonable request therefor, Tenant shall provide Landlord with an insurance policy or policies as so requested to provide such increased or other coverages, and which insurance policy or policies shall otherwise be in accordance with the terms and conditions of this Lease.

12.5 All such insurance shall be written by insurance companies having an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least IX and which are authorized to issue such insurance coverage in the State of jurisdiction of this Lease. The foregoing commercial general liability insurance will name Landlord and (upon request by Landlord) any property manager and/or mortgagee of Landlord as either (as applicable) an "additional insured" or insured "as such party's interest will appear". Tenant shall notify Landlord at least thirty (30) days prior to the expiration or cancellation of the respective policy terms, and Tenant shall cause such policy or policies to be extended or renewed prior to its expiration or cancellation. In the event Tenant fails to comply with any of the terms of this Article XII, then, in addition to the remedies provided to Landlord in Article XVIII of this Lease, Landlord may, but is not obligated to, obtain such insurance, and Tenant shall pay to Landlord upon demand as additional Rent the premium cost thereof plus interest at a rate equal to the lesser of (a) the maximum rate permitted by then applicable law, or (b) eighteen percent (18%) per annum, each from the date of payment by Landlord until repaid by Tenant. Tenant shall deliver to Landlord certificates of insurance evidencing all insurance policies required hereby (and any renewals thereof, as applicable), and, if requested by Landlord, copies of all such insurance policies, in each case in form and content satisfactory to Landlord, at any time promptly following the request of Landlord, and in any event: (a) on or before the earlier to occur of (i) thirty (30) days after execution hereof, or (ii) the date of Tenant's entry into the Demised Premises (whether upon the commencement of Tenant's occupancy thereof, or upon any earlier entry thereof, including any such entry for any work to be performed by Tenant prior to such date of occupancy); and (b) with respect to any renewals of any such insurance policies, no later than thirty (30) days before the effective dates of such renewals. All commercial general liability policies maintained by Tenant pursuant hereto shall be written as and endorsed to be primary policies, not contributing with and not supplemental to the coverage that Landlord and any Landlord's mortgagee and/or property manager may carry (with any policies of Landlord and any Landlord's mortgagee and/or property manager being excess, secondary and non-contributing).

12.6 LANDLORD AND TENANT EACH HEREBY WAIVE AND RELEASE THE OTHER FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO THE OTHER, OR TO ANY OTHER PARTY CLAIMING THROUGH OR UNDER THEM BY WAY OF SUBROGATION OR OTHERWISE,

FOR ANY LOSS OR DAMAGE TO PROPERTY WHICH IS INSURED AGAINST, OR WHICH IS REQUIRED TO BE INSURED AGAINST PURSUANT TO THE TERMS OF THIS LEASE, OR WHICH IS CAUSED BY A CASUALTY WHICH IS INSURABLE UNDER THE CAUSES OF LOSS-SPECIAL FORM OF PROPERTY COVERAGE (FORMERLY KNOWN AS "ALL-RISK" COVERAGE); provided, however, that this mutual waiver and release shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available in the marketplace, contain a clause or permit an endorsement to the effect that any such release and waiver shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release and waiver shall not be applicable to the portion of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage. THE RELEASE AND WAIVER CONTAINED IN THIS SECTION 12.6 APPLIES EVEN TO A LOSS WHICH IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE PARTY HEREBY RELEASED (AND WITH RESPECT TO LANDLORD, ITS PROPERTY MANAGER(S) OR ANYONE ELSE FOR WHOM LANDLORD MAY BE RESPONSIBLE); HOWEVER, THIS RELEASE AND WAIVER SHALL NOT APPLY TO A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. The release and waiver specified in this Section 12.6 is cumulative with any releases or exculpations which may be contained in other provisions of this Lease.

12.7 Tenant agrees to pay, as additional Rent during the Lease Term, its proportionate share of Landlord's cost of carrying fire and extended coverage insurance, liability insurance, rental value insurance, workers' compensation insurance and any other insurance covering the Shopping Center or any portion thereof or carried by Landlord in connection therewith (the "Insurance"). During each month of the Lease Term, Tenant shall make a monthly escrow deposit (the "Insurance Escrow Payment") with Landlord equal to 1/12 of its proportionate share of the Insurance which Landlord estimates will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Section 12.7 to pay cost of such Insurance. Each Insurance Escrow Payment shall be due and payable at the same time and in the same manner as the time and manner of the payment of Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Insurance Escrow Payment is incorporated into the amount set out in Section 1.1(k) above. The initial monthly Insurance Escrow Payment is based upon Tenant's proportionate share of the estimated Insurance for the year in question, and the monthly Insurance Escrow Payment is subject to increase or decrease as determined by Landlord to reflect an accurate escrow of Tenant's estimated proportionate share of the Insurance. The Insurance Escrow Payment account of Tenant shall be reconciled annually (which obligation shall survive the termination or expiration of this Lease). If the annual reconciliation shows that the amounts actually paid by Tenant for Tenant's Insurance Escrow Payments are less than Tenant's actual proportionate share of the Insurance for such time period, then Tenant shall pay to Landlord upon demand the difference. If the annual reconciliation shows that the amounts actually paid by Tenant for Tenant's Insurance Escrow Payments are more than Tenant's actual proportionate share of the Insurance for such time period, for such time period, then Landlord shall return such over-payment amounts to Tenant. Tenant's proportionate share of the cost of Insurance shall be computed by multiplying the cost of Insurance by a fraction, the numerator of which shall be the number of square feet of Gross Leasable Area in the Demised Premises and the denominator of which shall be the number of square feet of Gross Leasable Area in the Shopping Center from time to time.

ARTICLE XIII

NON-LIABILITY FOR CERTAIN DAMAGES

13.1 Landlord and Landlord's agents and employees shall not be liable to Tenant or any other person or entity whomsoever for any injury to person on the Demised Premises by permission of the Tenant or damage to property caused by the Demised Premises becoming out of repair or by defect in or failure of equipment, pipes or wiring, or broken glass, or by the backing up of drains, or

gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises, nor shall Landlord be liable to Tenant or any other person or entity whomsoever for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons or entities whomsoever (excepting only the gross negligence or willful misconduct of Landlord). With respect to latent or patent defects in the Demised Premises or in the Building, Landlord's sole obligation with respect thereto shall be to use commercially reasonable efforts to enforce any construction or similar warranty with respect thereto of which Landlord is the beneficiary with respect to such defects of which Tenant notifies Landlord within one (1) year of the Commencement Date. TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY LOSS, COST EXPENSE OR CLAIMS ARISING OUT OF SUCH INJURY OR DAMAGE REFERRED TO IN THIS SECTION 13.1 (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE).

ARTICLE XIV

DAMAGE BY CASUALTY

14.1 Tenant shall give immediate written notice to Landlord of any damage to the Demised Premises by fire or other casualty. "Casualty" as used in this Article XIV shall include (a) extraordinary weather events, including but not limited to named and unnamed storms, hurricanes, tornadoes, flood and ice storms, (b) loss of utilities serving the Shopping Center as a result of casualty which renders the Demised Premises untenable by reason of inability to conduct its business thereon, and (c) any action by federal, state or local authorities which declares a national, state or local state of emergency, or similar declaration, which materially impairs the agreed use of the Demised Premises by the Tenant, such that the entire Demised Premises is effectively untenable, which casualty shall cease upon the termination of the state of emergency, or similar declaration.

14.2 In the event that the Demised Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and Landlord does not elect to terminate this Lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. If the Building or the Demised Premises shall: (i) be destroyed or substantially damaged by a casualty not covered by Landlord's insurance; (ii) be destroyed or rendered untenable to the extent in excess of fifty percent (50%) of the Gross Leasable Area thereof by a casualty covered by Landlord's insurance; (iii) be damaged to such extent that the remaining Lease Term is not sufficient to amortize the cost of reconstruction (or, regardless of such amortization, be damaged during the last two [2] years of the Lease Term); (iv) be damaged to such extent that rebuilding or repair of such damage cannot be completed within two hundred seventy (270) days after the date of such damage; or (v) the holder of a mortgage, deed of trust or other lien on the Demised Premises or Building at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien; then, in any such event, Landlord may elect either to terminate this Lease as hereinafter provided or to proceed to rebuild and repair the Demised Premises. Additionally, if such portion of the Building or Shopping Center is damaged or destroyed such that after taking into consideration of all available insurance proceeds, Landlord determines that in good faith that it is no longer commercially feasible to operate the Building or such applicable portion of the Shopping Center, Landlord may terminate this Lease by giving ninety (90) day written notice to the Tenant.

14.3 Should Landlord elect to terminate this Lease it shall give written notice of such election to Tenant within ninety (90) days after the occurrence of such casualty. If Landlord should not elect to terminate this Lease, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises.

14.4 Landlord's obligation to rebuild and repair under this Article XIV shall in any event be limited to restoring Landlord's Work as described in Exhibit C to substantially the condition in which the same existed prior to casualty, and shall be further limited to the extent of the insurance proceeds available to Landlord for such restoration, and Tenant agrees that promptly after completion of such work by Landlord, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair and restore its signs, fixtures, equipment and other items of Tenant's Work as described in Exhibit C to substantially the condition in which the same existed prior to casualty limited to the extent of the insurance proceeds available to Tenant for such restoration.

14.5 Tenant agrees that during any period of reconstruction or repair of the Demised Premises it will continue the operation of its business within the Demised Premises to the extent commercially reasonable and practicable as reasonably determined by Tenant. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Minimum Guaranteed Rental shall be reduced proportionately based on the portion of the Demised Premises which is reasonably rendered untenable thereby; however, there shall be no abatement of any other charges provided for herein.

ARTICLE XV

EMINENT DOMAIN

15.1 If more than twenty percent (20%) of the Gross Leasable Area of the Demised Premises should be the subject of a Condemnation (defined below), then Landlord shall have the right to terminate this Lease in which event the Monthly Payment shall be abated during the unexpired portion of this Lease, effective on the date physical possession is taken by the condemning authority. Additionally, if such part of the Shopping Center or Building (whether or not the Demised Premises are affected thereby) should be the subject of a Condemnation so that Landlord determines that it is no longer economically feasible to operate the Building or such applicable portion of the Shopping Center, or a Condemnation of any portion of the Building or the Shopping Center (whether or not the Demised Premises are affected thereby) renders the Building or the Shopping Center unsuitable for use as a retail building or shopping center in Landlord's reasonable business judgment, then in either such event Landlord may terminate this Lease. As used herein the term "Condemnation" shall mean and refer to a taking for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof.

15.2 If less than twenty percent (20%) of the floor area of the Demised Premises should be the subject of a Condemnation, and Landlord does not otherwise exercise its right to terminate this Lease as set forth in Section 15.1 above, this Lease shall not terminate; however, the Minimum Guaranteed Rental payable hereunder during the unexpired portion of this Lease shall be reduced in proportion to the area which is the subject of a Condemnation, effective on the date physical possession is taken by the condemning authority. Following such partial taking, Landlord shall make all necessary repairs or alterations within the scope of Landlord's Work as described in Exhibit C necessary to make the Demised Premises an architectural whole, and Tenant shall thereafter rebuild, repair and restore its signs, fixtures, equipment and other items of Tenant's Work as described in Exhibit C to the extent applicable thereto.

15.3 If any part of the Common Area shall be the subject of a Condemnation, and Landlord does not otherwise exercise its right to terminate this Lease as set forth in Section 15.1 above, this Lease shall not terminate, nor shall the Rent payable hereunder be reduced, except that either Landlord or Tenant may terminate this Lease if the area of the Common Area remaining following such Condemnation plus any additional parking area provided by Landlord in reasonable proximity to the Shopping Center shall be less than seventy percent (70%) of the area of the Common Area

immediately prior to the Condemnation. Any election to terminate this Lease in accordance with this provision shall be evidenced by written notice of termination delivered to the other party within thirty (30) days after the physical possession is taken by the condemning authority.

15.4 All compensation awarded for any Condemnation (or proceeds of private sale in lieu thereof) of the Demised Premises or any other portion of the Shopping Center shall be the property of Landlord and Tenant hereby assigns its interest in any such award to Landlord, provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for the Condemnation of Tenant's fixtures and other property or any other separate award made to Tenant as a result of the Condemnation.

ARTICLE XVI

ASSIGNMENT AND SUBLETTING

16.1 Tenant shall not assign or in any manner transfer this Lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Demised Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld; provided, however, that without limiting the foregoing, Landlord and Tenant acknowledge and agree that it would be reasonable for Landlord to withhold its consent in any of the following instances: (1) such proposed assignee or sublessee of Tenant is not reasonably creditworthy, in Landlord's reasonable judgment, or Landlord has received a report of defaults by such proposed assignee or sublessee under prior leases, which report has been confirmed by Landlord to the best of its reasonable ability; (2) Landlord has experienced previous defaults by or is in litigation with the proposed assignee or sublessee; (3) the proposed assignee or sublessee is a current tenant of the Shopping Center or a person, party or entity with whom Landlord is then presently (or has been, within the then immediately preceding twelve-month period) negotiating to lease space in the Shopping Center; (4) the proposed assignment or sublease would cause a violation of another lease for space in the Shopping Center or would give an occupant of the Shopping Center a right to terminate or cancel its lease; (5) the Landlord's mortgagee does not consent to such assignment or subletting in a circumstance where it is entitled to do so; (6) the proposed assignee or sublessee is a governmental agency; or (7) an uncured event of default by Tenant then exists under this Lease. If such consent is granted by Landlord it may be granted on such terms and conditions as Landlord may reasonably require. Consent by Landlord to one or more assignment(s) or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments or sublettings. Notwithstanding any assignments or subletting, Tenant and any guarantor of Tenant's obligations under this Lease shall at all times remain fully responsible and liable for the payment of the Rent herein and for compliance with all of its other obligations under this Lease. Tenant shall reimburse Landlord for all costs and expenses (including all reasonable attorneys' fees and expenses) incurred by Landlord in connection with Tenant's assignment, subletting, transfer or encumbrance of this Lease or any interest therein. Any proposed assignee, sublessee or other transferee will use the Demised Premises only for the Permitted Use and will not use the Demised Premises in any manner that would conflict with any exclusive use agreement or other similar agreement entered into by Landlord with any other tenant of the Building or Shopping Center.

16.2 Tenant shall not mortgage, pledge or otherwise encumber its interest in the lease or in the Demised Premises; provided, however, that nothing in this Article XVI shall prohibit Tenant from granting a UCC Security Interest in Tenant movable property.

16.3 In the event Tenant is a company, the conveyance of the corporation or a sale of substantially all the assets of the company, or the assignment of all or any portion of any ownership interest therein, as the case may be, shall be deemed an assignment for the purposes hereof.

16.4 Landlord shall have the right to require that any subtenant or assignee of Tenant pay all sums due from such subtenant or assignee directly to Landlord. In addition, Tenant agrees that Tenant shall pay to Landlord fifty percent (50%) of any excess rental or other consideration paid by any assignee or sublessee of Tenant over the Minimum Guaranteed Rental required from Tenant under the terms of this Lease. Any acceptance of Rent or any other amounts by Landlord from an unauthorized assignee or sublessee of Tenant, or Landlord permitting such unauthorized assignee or sublessee to remain in possession of the Demised Premises for any length of time, shall not be deemed consent by Landlord to any such assignment or sublessee or waiver of any breach of the provisions of this Lease by Tenant.

16.5 Landlord may assign or transfer, in whole or in part, all of Landlord's rights and obligations under this Lease and in the Building, Shopping Center, or Demised Premises, without the consent of Tenant. If Landlord transfers such ownership (other than as security for a mortgage) and if the transferee acknowledges in writing to Tenant that the transferee has received all of Tenant's security deposits and prepaid rent (if any) and has assumed all of Landlord's obligations under this Lease, then Landlord shall be released from all liability and obligations of Landlord to Tenant under the Lease and such transferee shall become liable as Landlord.

ARTICLE XVII

PROPERTY TAXES

17.1 Tenant shall be liable for all taxes levied against any and all trade fixtures, equipment, furniture and other personal property of Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if assessed value of Landlord's property is increased by inclusion of personal property and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

17.2 Tenant agrees to pay, as additional Rent during the Lease Term, its proportionate share of Taxes (as hereinafter defined). As used herein, the term "Taxes" shall mean all ad valorem or other real estate taxes, assessments for public improvements or otherwise, water and sewer charges, license fees or taxes, commercial rental taxes, and all other governmental or quasi-governmental taxes, assessments, levies, surcharges and charges of every kind and nature whatsoever, general or special, ordinary as well as extraordinary, foreseen or unforeseen, and each and every installment thereof, which shall, during the Lease Term, be levied, assessed or imposed upon the land, buildings or other improvements composing the Shopping Center or any portion thereof, or any legal or equitable interest of Landlord any service or other fees of a nature not presently in effect which are hereafter levied on the Shopping Center as a result of the use, ownership or operation of the Shopping Center or for any other reason, whether in lieu of or in addition to, any current tax amounts, interest on any installment payment (it being agreed that Landlord may pay any Taxes in installments in accordance with law), all reasonable costs, expenses and attorneys', accountants', consultants', and appraisers' fees incurred by Landlord in contesting any such costs or charges or in negotiating with the taxing authorities with respect to same, regardless of the outcome, any margin or franchise tax incurred by Landlord, and any costs which replace any of the foregoing described costs or charges. Notwithstanding the foregoing, Taxes shall not include any inheritance, estate, succession, transfer or gift tax that is or may be imposed upon Landlord; provided, however, if there shall be levied, assessed or imposed upon Landlord, the Demised Premises, or the Shopping Center a capital levy or other tax on the rents received from operation of the Shopping Center or a franchise tax, margin tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents and/or other revenue of Landlord, then all such taxes, assessments, levies and/or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes". During each month of the Lease Term, Tenant shall make a monthly escrow deposit (the "Tax Escrow Payment") with Landlord equal to 1/12

of its proportionate share of the Taxes which Landlord estimates will be due and payable for that particular year. Tenant authorizes Landlord to use the funds deposited by Tenant with Landlord under this Section 17.2 to pay the Taxes. Each Tax Escrow Payment shall be due and payable at the same time and in the same manner as the time and manner of the payment of Minimum Guaranteed Rental as provided herein. The amount of the initial monthly Tax Escrow Payment is incorporated into the amount set out in Section 1.1(k) above. The initial monthly Tax Escrow Payment is based upon Tenant's proportionate share of the estimated Taxes for the year in question, and the monthly Tax Escrow Payment is subject to increase or decrease as determined by Landlord to reflect an accurate escrow of Tenant's estimated proportionate share of the Taxes. The Tax Escrow Payment account of Tenant shall be reconciled annually (which obligation shall survive the termination or expiration of this Lease). If the annual reconciliation shows that the amounts actually paid by Tenant for Tenant's Tax Escrow Payments are less than Tenant's actual proportionate share of the Taxes for such time period, then Tenant shall pay to Landlord upon demand the difference. If the annual reconciliation shows that the amounts actually paid by Tenant for Tenant's Tax Escrow Payments are more than Tenant's actual proportionate share of the Taxes for such time period, then Landlord shall return such over-payment amounts to Tenant. Tenant's proportionate share of Taxes shall be computed by multiplying the Taxes by a fraction, the numerator of which shall be the number of square feet of Gross Leasable Area in the Demised Premises and the denominator of which shall be the number of square feet of Gross Leasable Area in the Shopping Center from time to time.

17.3 Any payment to be made pursuant to this Article XVII with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the Lease Term bears to a full tax year.

ARTICLE XVIII

DEFAULTS AND REMEDIES

18.1 The following events shall be deemed to be "Events of Default" by Tenant under this Lease:

(1) Tenant shall fail to pay any Monthly Payment or any other expense due to Landlord as herein provided and shall not cure such failure within five (5) business days after delivery of written notice of such failure from Landlord to Tenant (provided, that if two [2] such failures have already occurred in any consecutive twelve [12] month period, Tenant shall not be entitled thereafter to any such notice of, or such period to cure, any subsequent failure during such twelve [12] month period, and any such subsequent failure during such period shall be and constitute an immediate Event of Default under this Lease without further requirement of notice from Landlord to Tenant thereof).

(2) Tenant shall materially fail to comply with any term, provision or covenant of this Lease, other than the payment of any Monthly Payment or any other expense due to Landlord as herein provided, and either shall not cure such failure within ten (10) days after written notice thereof to Tenant, or Tenant shall cure that particular failure but shall again fail to comply with the same provision of the lease within eight (8) months after Landlord's written notice of such original failure.

(3) Tenant or any guarantor of Tenant's obligation under this Lease shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(4) Tenant or any guarantor of Tenant's obligation under this Lease shall file a petition under any section or chapter of the Bankruptcy Act, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant or any guarantor of tenants obligations under this Lease shall be adjudged bankrupt or insolvent in proceedings filed against Tenant or any guarantor of Tenant's obligation under this Lease.

(5) A receiver or Trustee shall be appointed for all Demised Premises or for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligation under this Lease.

(6) Tenant shall desert or vacate any portion of the Demised Premises or commence to do so.

(7) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises and fail to timely cause its cancellation or removal by payment or posting of a bond.

(8) The business operated by Tenant within the Demised Premises shall be closed to commerce by action of City, Parish, State or Federal authorities, including for failure to pay any State sales tax as required or for any other reason after all appeals have been made or waived by Tenant.

(9) Tenant shall assign or sublet the Demised Premises without consent of Landlord.

(10) The Demised Premises shall be used for purposes other than those listed in Section 1.1(n).

(11) Tenant shall use or display signs other than those approved in accordance with Article X.

(12) If Tenant is an entity, Tenant's authority to transact business in Louisiana should become terminated, forfeited, or otherwise inactive unless reinstated as allowed by law.

Upon the occurrence of any such Events of Default, and to the extent permitted by applicable law, Landlord shall have the option to pursue any one or more of the following remedies, or any other remedy set forth in this Lease or otherwise permitted by law or in equity (it being agreed that Landlord's pursuit of any of the below-specified remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and/or any other remedies provided by law or in equity, and it is further agreed that the remedies of Landlord hereunder are cumulative) without any notice or demand whatsoever except as required in this Lease (Tenant hereby waiving legal notices provided in Articles 4701-4735 of the Louisiana Code of Civil Procedure):

A. Terminate this Lease in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in Rent, and pursuant to judicial process, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefor.

B. Pursuant to judicial process, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said premises or any part

thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor with or without having terminated the lease.

C. Pursuant to judicial process, enter upon the Demised Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expense which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action. Any sum so paid by Landlord shall accrue interest from the date of payment by Landlord until repaid by Tenant, with such interest to be at the lesser of (a) the maximum legal rate permitted by then applicable law, or (b) eighteen percent (18%) per annum and such sums to be paid to Landlord, together with accrued interest thereon, shall be due and payable upon demand and shall be deemed to be additional Rent due hereunder.

D. Pursuant to judicial process, alter all locks and other security devices at the Demised Premises without terminating this Lease.

18.2 Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Demised Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No such alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Demised Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any Event of Default, to the aforesaid exercise of dominion over Tenant's property within the Demised Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings or other legal process in connection therewith. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

18.3 In the event Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the following amounts (which amounts shall be in addition to any other damages or amounts to which Landlord may be entitled, as set forth herein): (a) the sum of all Rent and other indebtedness accrued to date of such termination; plus (b) as damages, an amount equal to (1) the total Rent due hereunder (including, without limitation, Minimum Guaranteed Rent, Tenant's Common Area Maintenance Charge, Insurance Escrow Payment and Tax Escrow Payment hereunder) for the remaining portion of the Lease Term (had such term not been terminated by Landlord prior to the date of expiration stated in Article I hereof), minus (2) the then present value of the then fair rental value of the then Demised Premises for such period.

18.4 In the event that the Landlord elects to repossess the Demised Premises without terminating the lease, then Tenant shall be liable for and pay to Landlord at the address specified for notice to Landlord herein all Rent and other indebtedness accrued to the date of such repossession, plus all Rent required to be paid by Tenant to Landlord during the remainder of the Lease Term until the date of expiration of the term as stated in Article I diminished by any net sums thereafter received by Landlord through reletting the Demised Premises during said period (after deducting expenses incurred by Landlord as provided in Section 18.5 hereof). In no event shall Tenant be entitled to any excess of any rental obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant to Landlord as provided in this Article XVIII may be brought from time to

time, on one or more occasions, without the necessity of Landlord's waiting until expiration of the Lease Term.

18.5 In case of any Event of Default or breach by Tenant, Tenant shall also be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, in addition to any sum provided to be paid above, broker's fees incurred by Landlord in connection with reletting the whole or any part of the Demised Premises, and all other costs of reletting the Demised Premises, the costs of recovering the Demised Premises, the costs of removing and storing Tenant's or other occupant's property, the costs of repairing, altering, remodeling or otherwise putting the Demised Premises into condition acceptable to a new tenant or tenants, all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies including reasonable attorney's fees which shall not be less than ten percent (10%) of all sums then owing Tenant to Landlord, and any other sum of money or damages owed by Tenant to Landlord as a result of the default by Tenant, whether under this Lease, at law, or in equity.

18.6 In the event of termination or repossession of the Demised Premises for an Event of Default, Landlord shall not have any obligation to relet or attempt to relet the Demised Premises, or any portion thereof, or to collect rental after reletting, and in the event of reletting, Landlord may relet the whole or any portion of the Demised Premises for any period, to any tenant, and for any use and purpose and on such terms as may be acceptable to Landlord in its sole discretion. Landlord shall owe no duty or obligation to Tenant if Landlord attempts to relet the Demised Premises or attempts in any way to mitigate Landlord's damages in the event of termination or repossession of the Demised Premises for an Event of Default.

18.7 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment or remedy such other default for the account of Tenant (and enter the Demised Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action. All Rent amounts and any other charges and expenses to be paid by Tenant to Landlord hereunder which are not paid when due shall bear interest at the lesser of (a) the maximum interest rate permitted by then applicable law, or (b) eighteen percent (18%) per annum, and such interest charge shall accrue from the date payment is due until the date paid.

18.8 Upon receipt from Tenant of the Security Deposit amount stated in Section 1.1(l) above, such sum shall be held by Landlord without interest as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that such deposit is not an advance payment of Rent or a measure of Landlord's damages in case of default by Tenant. Said deposit shall be held by Landlord without payment of interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the term hereof. Landlord may commingle the security deposit with Landlord's other funds. Notwithstanding anything to the contrary in this Lease, if Tenant does not timely deliver the Security Deposit to Landlord in accordance with this Lease, Landlord shall have the right to terminate this Lease at any time by delivering written notice thereof to Tenant, and, at Landlord's election, deem this Lease to be null and void ab initio. In the event of any default by Tenant hereunder, Landlord may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any Rent delinquencies or to satisfy any other covenant or obligation of Tenant hereunder; and following any such application of the Security Deposit, Tenant shall pay to Landlord on written demand the amount so applied in order to restore the Security Deposit to its original amount withing thirty (30) days of such demand. Upon the expiration of the Lease, within thirty (30) days after Tenant has surrendered the Demised Premises to Landlord in accordance with the terms hereof, and has provided Landlord with a forwarding address, Landlord shall return to

Tenant the portion of the Security Deposit remaining after deducting all damages, charges and other amounts permitted by the terms of this Lease and applicable law, Tenant acknowledges and agrees that if Tenant has breached this Lease before or during Tenant's surrendering the Demised Premises to Landlord, then Landlord shall be entitled to deduct from the Security Deposit being returned to Tenant (if any) all damages and losses that Landlord has suffered or that Landlord reasonably estimates that it will suffer as a result of such breach of this Lease by Tenant. If Landlord transfers its interest in the Demised Premises during the Lease Term, Landlord may assign the Security Deposit to the transferee; and upon such transfer and the transferee's acknowledgment of responsibility to Tenant for the security deposit (which acknowledgment will be deemed to have been effected if the transferee assumes the obligations of the Landlord under this Lease, i.e., even without a specific mention of the Security Deposit), Landlord shall thereafter have no further liability for the return of the Security Deposit.

18.9 EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE (INCLUDING WITH RESPECT TO ANY HOLDING OVER BY TENANT IN THE DEMISED PREMISES), TENANT SHALL NOT BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS LEASE, EVEN IF TENANT OR LANDLORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ANY CLAIMS FOR SUCH DAMAGES BEING HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVED AND RELEASED BY LANDLORD FOR ALL PURPOSES UNDER AND IN CONNECTION WITH THIS LEASE AND THE DEMISED PREMISES.

18.10 The term "Landlord" shall mean only the owner, for the time being of the Shopping Center, and in the event of the transfer by such owner of its interest in the Shopping Center, such owner shall thereupon be released and discharged from all covenants and obligations of the Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner from the duration of such owner's ownership.

18.11 Notwithstanding any other provision hereof, Landlord shall not have any personal liability hereunder. In the event of any breach or default by Landlord of any term or provision of this Lease and/or in any action brought by Tenant against Landlord in connection herewith, Tenant agrees to look solely to the equity or interest then owned by Landlord in the land and improvements which constitute the Shopping Center, together with all proceeds derived therefrom, for satisfaction of Tenant's remedies or for the collection of a judgment or other judicial process requiring the payment of money by Landlord, and no other property or assets of Landlord, disclosed or undisclosed, will 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 and occupancy of the Demised Premises; and in no event, shall any deficiency judgment or any money judgment of any kind be sought or obtained against any partner or principal (disclosed or undisclosed) or Landlord, director, officer, or shareholder of any corporation which is Landlord or a partner of Landlord, or agent, servant or employee of Landlord.

18.12 In the event that Landlord shall have taken possession of the Demised Premises pursuant to the authority herein granted, then the Landlord shall have the right to keep in place all the furniture, fixtures and equipment at the Demised Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon by Landlord or repossession thereof by a lessor thereof or third party having a lien thereon and place same in storage at any premises within the County in which the Demised Premises is located or any adjacent County; and in such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal and storage. Landlord shall have the right to relinquish possession of all or any portion of such furniture, fixtures, equipment and other property to any person ("Claimant") claiming to be entitled to possession thereof who presents to Landlord a copy of any instrument represented to Landlord by Claimant to have executed by Tenant (or any predecessor of Tenant) granting Claimant the right under various

circumstances to take possession of such furniture, fixtures, equipment or other property, without the necessity on the part of Landlord to inquire into the authenticity of said instrument's copy of Tenant's or Tenant's predecessor's signature thereon and without the necessity of Landlord's making any nature of investigation or inquiry as to the validity of the factual or legal basis upon which Claimant purports to act AND TENANT AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL COST, EXPENSE, LOSS, DAMAGE AND LIABILITY INCIDENT TO LANDLORD'S RELINQUISHMENT OF POSSESSION OF ALL OR ANY PORTION OF SUCH FURNITURE, FIXTURES, EQUIPMENT OR OTHER PROPERTY TO CLAIMANT (WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE). The rights of Landlord herein stated shall be in addition to any and all other rights which Landlord has or may hereinafter have at law or in equity; and Tenant stipulates and agrees that the rights herein granted Landlord are commercially reasonable.

18.13 Should Landlord materially default in the performance or compliance with any term, provision or covenant of this Lease which does not result in constructive or actual eviction, Tenant's exclusive remedies shall be as provided in Section 18.14 below. Tenant hereby waives the benefit of any laws granting it a pre-judgment lien upon the property of Landlord and/or upon Rent due Landlord. Prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have ten (10) days in which to cure such default; provided, that if such default cannot reasonably be cured within said 10-day period, Landlord shall not be in default hereunder if the curative action is commenced within said 10-day period and is thereafter diligently pursued until cured. In no event shall (a) Tenant claim that the Demised Premises have become unsuitable hereunder, or (b) breach of the implied warranty of suitability be deemed to have occurred under this Lease, prior to the expiration of the notice and cure periods provided under this Section 18.13. IN NO EVENT SHALL LANDLORD BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS LEASE, EVEN IF TENANT OR LANDLORD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ANY CLAIMS FOR SUCH DAMAGES BEING HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVED AND RELEASED BY TENANT FOR ALL PURPOSES UNDER AND IN CONNECTION WITH THIS LEASE AND THE DEMISED PREMISES.

18.14 In the event Landlord defaults in its obligation beyond the applicable notice and cure period, then Tenant shall have the option to pursue any one or more of the following remedies, or any other remedy set forth in this Lease or otherwise permitted by applicable law or in equity (it being agreed that Tenant's pursuit of any of the below-specified remedies shall not preclude pursuit of any other remedies prescribed in other sections of this Lease and/or any other remedies provided by law or in equity, and it is further agreed that the remedies of Tenant hereunder are cumulative) without any notice or demand whatsoever except as required in the Lease:

- (1) Terminate this Lease and immediately surrender the Demised Premises to Landlord;
- (2) File suit against Landlord for appropriate relief, including damages, equitable relief and reasonable attorney's fees.
- (3) Exercise any and all other rights and remedies allowed by this Lease or by applicable law.

ARTICLE XIX

LANDLORD'S LIEN

19.1 To secure the payment of all Rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property (including furniture, fixtures, equipment, inventory, chattels and merchandise and all accessories thereto and all proceeds thereof) which may be placed in the Demised Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property; provided that Landlord shall promptly upon written demand release such insurance proceeds to Tenant which elects to replace or repair said property. Such property shall not be removed therefrom without the written consent of Landlord until all arrearages in Rent and other sums of money then due to Landlord hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. This lien and security interest is given in addition to the Landlord's statutory lien and any other lien of Landlord with respect thereto, and shall be cumulative thereto. Upon the occurrence of an Event of Default, this lien may be foreclosed with or without court proceedings by public or private sale, provided Landlord gives Tenant at least fifteen (15) days' notice of the time and place of sale, and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the uniform commercial code as adopted in the state in which the Demised Premises is located. Notwithstanding the foregoing, any exercise of Landlord's lien rights granted herein shall be conducted in compliance with HIPAA. Landlord agrees to subordinate both its contractual and statutory Landlord's lien to the lien, operation, and effect of any security interest granted by Tenant to an institutional lender encumbering all or part of Tenant's personal property, trade fixtures or inventory on the Demised Premises pursuant to a separate subordination agreement reasonably acceptable to Landlord.

ARTICLE XX

HOLDING OVER

20.1 In the event Tenant remains in possession of the Demised Premises after the expiration of the Lease Term or termination of this Lease and without the execution of a new lease or any extension or renewal hereof, Tenant shall be deemed occupying the Demised Premises as a tenant at sufferance, and Tenant shall be obligated to pay Landlord a daily Minimum Guaranteed Rental during such holdover period equal to one-thirtieth of one hundred fifty (150%) percent of the greater of (a) the then market rental rate for the Demised Premises, or (b) the Minimum Guaranteed Rental paid by Tenant under the terms of this Lease immediately prior to the expiration or termination hereof. Tenant's occupancy during any such holdover period shall otherwise be subject to all the conditions, provisions and obligations of this Lease. No holding over by Tenant after termination or the end of the Lease Term shall be construed to extend the Lease Term. IN THE EVENT OF ANY SUCH HOLDING OVER BY TENANT AND/OR IN THE EVENT TENANT OTHERWISE FAILS TO SURRENDER THE DEMISED PREMISES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LEASE UPON THE TERMINATION OR EXPIRATION OF THIS LEASE, THEN, IN ADDITION TO ANY OTHER LIABILITIES TO LANDLORD ACCRUING THEREFROM, AND IN ADDITION TO THE PAYMENTS PRESCRIBED ABOVE IN THIS SECTION, TENANT SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ALL LIABILITIES, DAMAGES, LOSSES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY LANDLORD BY REASON OF SUCH HOLDING OVER BY TENANT AND/OR SUCH FAILURE OF TENANT TO SURRENDER THE DEMISED PREMISES IN ACCORDANCE HERewith (INCLUDING, WITHOUT LIMITATION, FROM ANY CLAIMS MADE BY ANY SUCCEEDING OR PROSPECTIVE TENANT TO WHOM LANDLORD MAY HAVE

LEASED ALL OR PART OF THE DEMISED PREMISES FOUNDED UPON SUCH HOLDING OVER AND/OR FAILURE TO SURRENDER, AND ANY LOST PROFITS TO LANDLORD RESULTING THEREFROM), WHICH INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE.

ARTICLE XXI

SUBORDINATION

21.1 Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter created upon the Demised Premises or Shopping Center, and to any extensions thereof, but Tenant agrees that any mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien hereafter placed upon Demised Premises or Shopping Center, and Tenant agrees upon demand to execute such further instruments subordinating this Lease as Landlord may request. The terms of this Lease are subject to approval by the Landlord's lender(s), and such approval is a condition precedent to Landlord's obligations hereunder. Upon demand, Tenant agrees to hereafter execute such further instruments subordinating this Lease as Landlord may request and such attornment agreement as Landlord's mortgagee may request. In the event Tenant fails to execute any such instrument within ten (10) business days after written request, Tenant hereby irrevocably appoints Landlord as Tenant's specific and limited agent and attorney-in-fact to execute such instruments in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such appointment is coupled with an interest and is accordingly irrevocable. Any such agency terminates thirty (30) days after the granting thereof. Upon any foreclosure of a lien against all or any portion of the portion of the Shopping Center in which the Demised Premises are located, or the acceptance of a deed in lieu thereof, Tenant hereby agrees to attorn to the purchaser at any such foreclosure sale or deed in lieu thereof at any time or from time to time thereafter upon the request and at the sole and exclusive option of such purchaser.

21.2 Tenant agrees to furnish copies of any default or similar notices delivered by Tenant to Landlord hereunder at the same time to each holder of an encumbrance (mortgage, lien, etc.), now or at any time and from time to time hereafter, against all or any portion of the Shopping Center, provided that Landlord has provided Tenant with advanced written notice of the name and proper contact address of such holder. Landlord shall reimburse Tenant for its reasonable costs and expenses in making such notifications, a \$250 administrative fee per holder and reasonable attorney fees if such are incurred. Each such holder shall have the right (but not the obligation) to cure any default by Landlord within the same time period afforded Landlord to cure any such default. On request to Tenant, a holder may request additional period of time to cure such default, which additional time Tenant may grant or deny in the exercise of its commercially reasonable discretion.

ARTICLE XXII

NOTICES

22.1 Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to have been delivered (whether actually received or not) one (1) business day after: (a) being deposited for immediate or next day delivery with a reputable special courier or express mail service furnishing evidence of delivery (or attempted delivery); or (b) personal delivery; in each such case addressed, as applicable, either to Landlord at the address set forth in Section 1.1(b) above, or to Tenant at the address set forth in Section 1.1(d) above, or at such other address as Landlord or Tenant, as applicable, hereafter specifies to the other by written notice given in accordance with this Section 22.1.

22.2 If and when included within the term "Landlord" as used in this Lease there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payments to Tenant. All parties included with terms "Landlord" and "Tenant" respectfully, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment.

ARTICLE XXIII

LATE CHARGES; INTEREST

23.1 In the event Tenant fails to pay to Landlord when due any installment of Rent or other sum to be paid to Landlord which may become due hereunder, Landlord will incur additional expenses in an amount not readily ascertainable and which has not been elsewhere provided for between Landlord and Tenant. If Tenant should fail to pay to Landlord when due any installment of Rent or other sum to be paid hereunder, Tenant will pay Landlord on demand the following: (a) a late charge of five percent (5%) thereof; and (b) interest on such amounts from the date due until the date paid by Tenant, which interest shall be charged at the lesser of (a) the maximum rate permitted by then applicable law, or (b) eighteen percent (18%) per annum. Provision for such late charge and such interest shall be in addition to all other rights and remedies available to Landlord hereunder or at law or in equity, and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner. If any payment is made by check which is returned for insufficient funds, Tenant shall immediately make the required payment to Landlord in good funds (together with any late charge and/or interest thereon due to the delay in such payment), and Tenant shall also pay Landlord an additional fee of \$50.00 to compensate Landlord for its expense and effort in connection with the dishonored check. In no event, however, shall the charges permitted under this Section 23.1 or elsewhere in this Lease, to the extent they are considered to be interest under applicable law, exceed the maximum lawful rate of interest. If any check by Tenant is returned for insufficient funds a second time within any 12-month period, Landlord may require all future Rent payments to be paid via a cashier's check.

ARTICLE XXIV

INTENTIONALLY DELETED.

ARTICLE XXV

ENVIRONMENTAL PROVISIONS

25.1 Tenant shall not perform or permit any production, generation, handling, storage, treatment, transportation, disposal, release or removal of any Hazardous Substances (defined below) from, on, under or within the Demised Premises; provided, however, that Tenant is permitted to generate, handle, store, and dispose of those certain Hazardous Substances that are customarily generated or utilized by Tenant's Permitted Use so long as all such Hazardous Substances are generated, handled, stored, and disposed of by Tenant in accordance with all applicable Environmental Laws. As used herein, the term "Hazardous Substances" shall mean all pollutants, contaminants, toxic or hazardous wastes, including any substance that is actually or allegedly harmful to human life, animal life, or vegetation or any other portion of the environment, toxic substances and vapors, wastes

or pollutants, and hazardous or dangerous substances or vapors, including any substances defined, listed or regulated by, and/or for which the removal thereof is restricted, prohibited, regulated or penalized under or pursuant to, any applicable Environmental Laws (hereinafter defined), or by common law decision, including, without limitation, chlorinated solvents, petroleum products or by-products, asbestos, polychlorinated biphenyl, substances which cannot be disposed of in a common landfill or require special handling or permits in conjunction with disposal, and microbiological pollutants, including mildew, fungus, mold bacteria, and/or other organic spore material. As used herein the term “Environmental Laws” refers to any law, statute, ordinance, order, rule or regulation (and all amendments thereto), now or at any time and from time to time hereafter in effect, whether federal, state or local, pertaining to environmental conditions, Hazardous Substances, health, industrial hygiene, safety or similar matters. Tenant shall comply at all times with all applicable Environmental Laws. Tenant shall give prompt written notice to Landlord of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substances on the Demised Premises (or any other portion of the Shopping Center, or off-site that might affect the Shopping Center, of which Tenant becomes aware) or related to any loss or injury that might result from any Hazardous Substances thereon; (b) all claims made or threatened by any third party against Tenant (or any portion of the Shopping Center of which Tenant becomes aware) relating to any loss or injury resulting from any Hazardous Substances; and (c) Tenant’s discovery of any occurrence or condition on the Demised Premises (or any other portion of the Shopping Center, or off-site that might affect the Shopping Center, of which Tenant becomes aware) that could cause the Shopping Center or any part thereof to be subject to any restriction on occupancy or use under any applicable Environmental Laws.

25.2 Except as otherwise expressly set forth herein, Tenant covenants, warrants and represents that it will not use or employ all or any portion of the Demised Premises or the Shopping Center (including any property, facilities, equipment or services located thereon or available in connection therewith) to handle, transport, store, treat or dispose of any Hazardous Substances, whether or not it was generated or produced from, on or within the Demised Premises; and Tenant further covenants, warrants and represents that any activity on or relating to the Demised Premises shall be conducted in full compliance with all applicable laws (including, without limitation, all Environmental Laws). Tenant further covenants and agrees to properly maintain the Demised Premises to prevent the presence of mold and mildew within the Demised Premises and to promptly abate the same if present in the Demised Premises.

25.3 IF THE COVENANTS, WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS ARTICLE XXV ARE FALSE OR BREACHED, TENANT AGREES TO DEFEND, INDEMNIFY, PROTECT AND HOLD HARMLESS LANDLORD AGAINST ANY AND ALL CLAIMS, AS DEFINED IN SECTION 25.5 BELOW, THAT LANDLORD MAY BE LIABLE FOR, SUFFER, INCUR, OR PAY BY REASON OF THE FALSE OR BREACHED COVENANTS, WARRANTIES AND REPRESENTATIONS.

25.4 TENANT ALSO AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AGAINST ANY AND ALL CLAIMS (AS DEFINED IN SECTION 25.5 BELOW) WHICH LANDLORD MAY HEREAFTER BE LIABLE FOR, SUFFER, INCUR OR PAY, WHETHER ARISING UNDER ANY APPLICABLE LAW OR OTHERWISE, AND RESULTING FROM OR ARISING OUT OF ANY ACT, ACTIVITY, OR VIOLATION OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS) ON THE PART OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS OR ASSIGNS, AND AGAINST ANY AND ALL CLAIMS (AS DEFINED BELOW) WHICH LANDLORD MAY HEREAFTER BE LIABLE FOR, SUFFER, INCUR OR PAY RESULTING FROM OR ARISING OUT OF ANY HANDLING, STORAGE, TREATMENT, TRANSPORTATION, DISPOSAL, RELEASE OR THREAT OF RELEASE OF HAZARDOUS SUBSTANCES FROM, ON OR WITHIN THE DEMISED PREMISES RESULTING FROM OR

ARISING OUT OF ANY ACT, ACTIVITY OR VIOLATION OF ANY APPLICABLE LAWS ON THE PART OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS OR ASSIGNS.

25.5 For purposes of this Article XXV, "Claims" shall include and mean all actions, causes of action, whether common law or statutory, remedies, demands, out-of-pocket costs, liabilities (including, without limitation, liability to other tenants of the Shopping Center and/or claims or damages in connection therewith), charges, suits, judgments, expense, damage, personal injuries, property damage, losses (including, without limitation, losses in connection with other leases in the Shopping Center due thereto, such as losses due to rent abatement and/or termination rights of tenants thereunder), special, incidental and consequential damages, investigative costs, clean-up costs, civil penalties, attorneys' fees, litigation expenses, abatement costs, abatement and corrective injunctive relief, injunctive relief requiring removal and/or remedial action, all costs of removal or remedial action, and damages to natural resources.

25.6 The liability of Tenant pursuant to this Article XXV (including, without limitation, the indemnification obligations of Tenant set forth herein) shall survive the expiration or any termination of this Lease.

ARTICLE XXVI

WAIVERS

26.1 Forbearance by Landlord or Tenant to enforce one or more of the remedies herein provided upon an event of default will not be deemed or construed to constitute a waiver of any other violation or default. Landlord's acceptance of Rent following an event of default will not be construed as a waiver by Landlord of such event of default, nor be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained.

ARTICLE XXVII

MISCELLANEOUS

27.1 Tenant shall not for any reason withhold or reduce Tenant's required payments of Rents and other charges provided in this Lease, it being agreed (i) that the obligations of Landlord under this Lease are independent of Tenant's obligations except as may be otherwise expressly provided in this Lease and (ii) that to the maximum extent permitted under applicable law, TENANT HEREBY WAIVES ALL RIGHTS WHICH IT MIGHT OTHERWISE HAVE TO WITHHOLD RENTALS. The immediately preceding sentence shall not be deemed to deny Tenant the ability of pursuing all rights granted it under this Lease or at law (WITH THE EXCEPTION OF ANY RIGHT OF TENANT TO OFFSET OR WITHHOLD THE PAYMENT OF RENTALS, WHICH RIGHT IS HEREBY WAIVED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW).

27.2 Nothing herein contained 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 parties hereof, 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 hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

27.3 The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

27.4 One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

27.5 Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, such party shall not be liable or responsible for and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions of any other causes of any kind whatsoever which are beyond the reasonable control of Landlord. This paragraph shall not apply to either party's monetary obligations under this Lease, including without limitation Tenant's obligation to timely pay all Rent due hereunder.

27.6 During the Lease Term, Landlord agrees to warrant and defend Tenant's rights under this Lease to enjoy possession of the Demised Premises against any party claiming by, through or under Landlord, subject to the terms of this Lease and any ground lease, mortgage or deed of trust which is now or hereafter placed against the Demised Premises, Building or Shopping Center. This covenant will be construed as a covenant running with the land, and is not, nor will this covenant be construed as, a personal covenant of Landlord, except to the extent of Landlord's interest in this Lease and only for so long as such interest continues. Thereafter this covenant will be binding only upon subsequent successors in interest of Landlord's interest in this Lease, to the extent of such successors' respective interests, as and when they will acquire the same, and for so long as such successors will retain such interest.

27.7 This lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify, or terminate this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. Neither Landlord nor Tenant shall be entitled to rely on any representations or warranties made by the other except as those expressly set forth in this Lease.

27.8 Tenant represents that it has not dealt with any broker in connection with this Lease other than the Tenant's broker, Michael Hankins of Flavin Realty. Landlord represents that it has dealt directly with and only with Seth Citron with Stirling Properties, LLC (whose commission shall be paid by Landlord pursuant to a separate written agreement) in connection with this Lease. Notwithstanding the foregoing, no commissions shall be owed under this Lease if the Lease is terminated prior to the Commencement Date. TENANT AND LANDLORD SHALL EACH INDEMNIFY THE OTHER AGAINST ALL COSTS, EXPENSES, ATTORNEYS' FEES, LIENS AND OTHER LIABILITY FOR COMMISSIONS OR OTHER COMPENSATION CLAIMED BY ANY BROKER OR AGENT CLAIMING THE SAME BY, THROUGH OR UNDER THE INDEMNIFYING PARTY, OTHER THAN THE BROKER(S) SPECIFICALLY IDENTIFIED ABOVE. The indemnification obligations set forth in this Section 27.8 shall survive the expiration or termination of this Lease.

27.9 Tenant shall at any time and from time to time upon not less than five (5) business days prior written request by Landlord, execute, acknowledge, and deliver to Landlord a statement and tenant estoppel certificate, in form acceptable to Landlord, in writing executed by Tenant, certifying that this Lease is in full force and effect (or if there have been modifications, that the same in full force and effect as so modified) and that Tenant is in possession of the Demised Premises, stating the dates to which Rent and other charges payable under this Lease have been paid, and stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default with particularity) and further stating such other matters as Landlord or its lender or purchaser shall reasonably require. It is intended that any such statement executed by Tenant may

be relied upon by any ground lessor, prospective purchaser or mortgagee or existing mortgagee of the Shopping Center or land upon which it is situated. In the event that Tenant should fail to execute such a statement and certificate promptly as required, Tenant hereby irrevocably appoints Landlord as Tenant's specific and limited agent and attorney-in-fact to execute such instruments in Tenant's name, place and stead, it being stipulated by Landlord and Tenant that such appointment is coupled with an interest and is accordingly irrevocable, and Tenant further hereby agrees that in such event Tenant shall be deemed to have acknowledged and agreed to the provisions of said statement and certificate. Any such agency terminates sixty (60) days after the granting thereof.

27.10 The laws of the State in which the Demised Premises is located shall govern the interpretation, validity, performance and enforcement of this Lease, without regard to the State's choice of laws statutes and principles. If any provision of this Lease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

27.11 The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives except as otherwise herein expressly provided.

27.12 In order to induce Landlord to execute this Lease, Tenant agrees that Landlord may, at its option, at the time of the execution of this Lease or at any time during the term hereof, require a guaranty of the obligation of the Tenant hereunder by a person, firm or corporation other than Tenant, acceptable to Landlord which guaranty shall be in a form satisfactory to Landlord. Tenant shall, simultaneously with Tenant's delivery of this Lease to Landlord executed on behalf of Tenant, deliver to Landlord the Guaranty attached as Exhibit E hereto and incorporated herein by reference, fully executed by the Guarantor specified therein.

27.13 Landlord may deliver the Security Deposit hereunder by Tenant to a purchaser of Landlord's interest in the Demised Premises, in the event that such interest be sold and thereunder Landlord shall be discharged from any further liability with respect to such deposit.

27.14 Tenant agrees not to record this Lease or any memorandum thereof, but Landlord may record this Lease or a memorandum thereof, at its sole election, and Tenant agrees to execute such memorandum upon request by Landlord.

27.15 Tenant expressly acknowledges that it shall have no benefits or rights with respect to the enforcement of any restrictive covenants affecting the Shopping Center.

27.16 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option to lease. This lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord.

27.17 Except as otherwise provided in this Lease where the prior written consent of Landlord is required before Tenant may take an action with respect to the Demised Premises, such consent may be granted or withheld in the sole and absolute discretion of Landlord. If Landlord withholds or delays such consent (whether or not prudent, reasonable or based on good cause), then Landlord shall not be in default hereunder, and Tenant shall have no defense to the payment for performance of any of its obligations hereunder. Provided, that if Landlord fails to respond to a Tenant request after two requests to Landlord, the consent shall be deemed to be granted. In the event Tenant requests Landlord to consent to any such action, Landlord may require that Tenant reimburse Landlord for reasonable and necessary attorneys' fees, if any, incurred by Landlord in connection with such request, plus an administrative fee of \$250 for costs incurred by Landlord in processing such request. Landlord

shall provide Tenant with verifiable substantiation of any such costs, expenses and fees. Such fees shall be payable regardless of whether Landlord consents to such request.

27.18 Except as may arise in the conduct of the medical-related aspects of the business described in the Purposes of Use, including but not limited to vaginal rejuvenation services, meeting discussing sexual wellness and related matters, any of which may include explicit material but appropriate materials and services, Tenant agrees that the Demised Premises will not be used for the selling of inappropriate sexually explicit, pornographic, or any other inappropriate merchandise or services. Except for medical-related aspects of the business described in the Purposes of Use which may include explicit services and materials, Landlord may notify Tenant of its initial determination of existence of inappropriate merchandise and services. Tenant further agrees that, upon such notification by Landlord, Tenant will engage Landlord in a final determination, and, if a violation of this paragraph is finally determined, Tenant will immediately cease selling said inappropriate merchandise or services identified. Landlord agrees that no material or service provided or sold by Tenant which material or service constitutes medically appropriate material or services rendered by licensed persons employed by Tenant shall constitute inappropriate merchandise or services within the meaning of this paragraph.

27.19 Tenant represents and warrants to Landlord that Tenant is not, and shall not become during the Lease Term, a person or entity with whom Landlord is restricted from doing business under applicable laws relating to national security (such as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, commonly known as the “USA Patriot Act”) and executive orders and regulations relating to such applicable laws. Tenant agrees to take all reasonable measures throughout the Lease Term in order to assure the continued validity of Tenant’s representation and warranty in this Section 27.19; moreover, Tenant will provide further assurances and information to Landlord if and to the extent required by such applicable laws. Tenant hereby certifies that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control or its equivalent; and (ii) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

27.20 Tenant hereby represents and warrants to Landlord that Tenant is duly formed and validly existing under the laws of the State of its organization and has full right, power and authority to enter into this Lease, that this Lease has been duly authorized in accordance with Tenant’s governing instruments and is binding upon Tenant in accordance with its terms, and that the person(s) and/or party(ies) executing this Lease on behalf of Tenant (and each individual so executing this Lease hereby represents and warrants that he/she) has (have) full right, power and authority to execute this Lease on behalf of Tenant, and Tenant shall provide reasonable evidence to Landlord of such authority and such other matters upon reasonable advance request from Landlord.

27.21 If more than one party (the term “party”, as used in this Section 27.21, referring to both persons and entities) is defined as Tenant in this Lease, all of the duties, obligations, promises, covenants and agreements contained in this Lease to be paid and performed by Tenant will be the joint and several obligation of all parties defined as Tenant. Each party defined as Tenant agrees that Landlord in Landlord’s sole discretion may (i) institute or bring suit against each such party, jointly and severally, or against any one or more of such parties, (ii) compromise or settle with any one or more of such parties for such consideration as Landlord may deem proper, and (iii) release one or more of such parties from liability hereunder; and each agrees that no such action by Landlord will impair or affect Landlord’s right to collect costs, expenses, losses or damages incurred or suffered by Landlord

from the other parties defined as Tenant, or any of such parties, not so sued, compromised, settled with or released.

27.22 TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

27.23 Expansion Area.

(1) Tenant shall have the ongoing option (the “Expansion Option”), throughout the first five years of the Lease Term or any extension of the Lease Term (the “Option Period”) and so long as no uncured Event of Default exists on the Commencement Date of the Expansion Option under this Lease, to expand the Demised Premises to include that certain premises located adjacent to the Demised Premises and being depicted as the “Expansion Space” on Exhibit A-1 attached hereto, which such Expansion Option shall be exercisable by delivering written notice to Landlord of Tenant’s election to exercise said option prior to the expiration of the Option Period (such notice, the “Expansion Notice”). Tenant acknowledges and understands that while Landlord does not have possession of the Expansion Space as of the Effective Date, Landlord reserved the right to recapture the Expansion Space from the tenant leasing said space upon ninety (90) days’ prior notice. Following Tenant’s timely delivery of its Expansion Notice made in accordance herewith, Landlord agrees to promptly deliver its recapture notice to the tenant leasing the Expansion Space, and Landlord shall thereafter use commercially reasonable efforts to recapture the Expansion Space from said tenant. The Expansion Space is not required to be delivered to Tenant by any given date, and Landlord shall not be deemed to be in default hereunder or otherwise liable in damages to Tenant, nor shall the Lease Term be affected, unless Landlord fails to fulfill its obligations set forth above.

(2) Landlord shall notify Tenant of the date Landlord tender’s possession of the Expansion Space to Tenant (the “Expansion Space Delivery Date”). Upon the Expansion Space Delivery Date, the Expansion Space shall be deemed a part of the Demised Premises for all purposes under the Lease, the then-applicable Minimum Guaranteed Rental shall apply to the Expansion Space, and Tenant’s proportionate share of all reimbursable expenses set forth under this Lease shall be automatically adjusted to reflect the new Gross Leasable Area of the Demised Premises, as reasonably determined by Landlord. Tenant acknowledges that, at such time that possession of the Expansion Space is delivered to Tenant, the Expansion Space is being leased to and accepted by Tenant in its “AS-IS” condition, and “WITH ALL FAULTS”, and LANDLORD MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXPANSION SPACE (WITHOUT LIMITATION, LANDLORD MAKES NO WARRANTY AS TO THE HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE EXPANSION SPACE).

(3) Tenant shall be responsible for, at Tenant’s sole cost and expense, the plans and specifications for, and the construction of, any additions, alterations or improvements in the Expansion Space (collectively, the “Expansion Plans”), and all of the terms and conditions of Exhibit “C” shall apply. Any and all plans and specifications for the Expansion Space shall be subject to Landlord’s approval, which approval shall be in Landlord’s sole discretion. No construction shall commence with respect to the Expansion Space unless and until Landlord has approved in writing the plans and specifications for the Expansion Space. For the avoidance of doubt, Tenant acknowledges that Landlord will not undertake to perform any modification, alteration or improvement to the Expansion Space, nor will Landlord provide

any improvement allowance to Tenant therefor. Tenant shall have the right to submit its Expansion Plans to Landlord for Landlord's approval prior to Tenant having exercised its Expansion Option.

(4) If Tenant exercises its option to expand the Demised Premises as permitted in this Section 27.23, Tenant agrees to execute upon demand an amendment and supplement to this Lease, in form and substance acceptable to Landlord, incorporating the details of such exercised option and expanded Demised Premises.

27.24 This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Lease may be delivered by facsimile and electronic mail, DocuSign or similar electronic signature services, and such reproductions will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

27.25 Provided that there is no Event of Default for which time in which to cure has passed, on the part of Tenant hereunder, and Tenant is actually and continuously using and occupying the Demised Premises for the Permitted Use, Landlord agrees that Landlord shall not hereafter lease any space in the Shopping Center to a retailer which derives gross revenues from medical services that are primarily aesthetic, including but not limited to aesthetic injectables or lasers of any kind. (the "Exclusive Use"). For the sake of clarity, Tenant's Exclusive Use shall apply to any medical provider, including an urgent care center which uses aesthetic injectables or lasers of any kind except solely for medical purposes, but shall not apply to any non-medical aesthetic services, such as a traditional hair or beauty salon. Should a violation of Tenant's Exclusive Use occur and continue for a period greater than ninety (90) days following written notice to Landlord of such violation, Tenant, as Tenant's sole and exclusive remedy, shall be entitled to a fifty percent (50%) abatement of its Minimum Guaranteed Rental due for each day the violation continues beyond said 90-day period until such time as the violation of the Exclusive Use ceases; provided that if the violation of the Exclusive Use continues for more than twelve (12) months, Tenant shall have the option of either (i) terminating this Lease within thirty (30) days after the expiration of the twelve-month period, or (ii) waiving such violation of the Exclusive Use and continue receiving a fifty percent (50%) abatement of its Minimum Guaranteed Rental for each day the violation continues through the term of the lease and all extensions thereof. If Tenant does not timely terminate this Lease in accordance with this Section, Tenant shall be deemed to have selected the forgoing option (ii). Notwithstanding any provision to the contrary contained herein, in the event another tenant in the Shopping Center utilizes its premises for the Exclusive Use in violation of the terms hereof, and such use is in violation of such tenant's own lease agreement (a "Rogue Tenant"), then such use by such Rogue Tenant shall not constitute a default by Landlord hereunder (and no abatement shall apply) so long as Landlord is diligently attempting to enforce the prohibitions against the Exclusive Use contained in such Rogue Tenant's lease. Moreover, in the event that a court of competent jurisdiction determines that the granting by Landlord of the Exclusive Use to Tenant is not enforceable against such Rogue Tenant, then Landlord's failure to enforce such covenant against the Rogue Tenant shall not be a default by Landlord hereunder. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands or causes of action asserted by third parties with respect to the Exclusive Use granted by the provisions of this Section.

27.26 The parties agree that any action or suit arising out of or related the Lease or the performance thereof shall be brought exclusively in a court of competent jurisdiction located in the State or Commonwealth in which the Demised Premises is located, and the parties consent to the jurisdiction thereof.

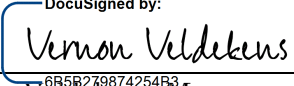
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Exhibits A, A-1, B, C, D, E, F, G, and H are attached hereto and incorporated herein by reference.

EXECUTED, made and entered into by Landlord and Tenant effective as of the Effective Date.

LANDLORD:


MARCEL CONTRABAND POINTE, LLC,
a Texas limited liability company

By:  _____
Vernon Veldekens, Manager

Date signed by Landlord: 2/16/2024 (the "Effective Date")

TENANT:

THE SCULPTRY, LLC,
a Louisiana limited liability company

By:  _____
Name: Hannah Grogan
Title: Owner

Date signed by Tenant: 2/16/2024

EXHIBIT A**SHOPPING CENTER PLAN**

This shopping center plan is presented for the purpose of identifying the approximate location and size of the Building and other improvements presently contemplated by Landlord, and the general location of the Demised Premises with respect thereto. Building size, site dimensions, access and parking areas, and existing tenant locations and identities, as well as any other matters depicted on the following shopping center plan, are subject to change at Landlord's discretion except as otherwise expressly restricted in the Lease.

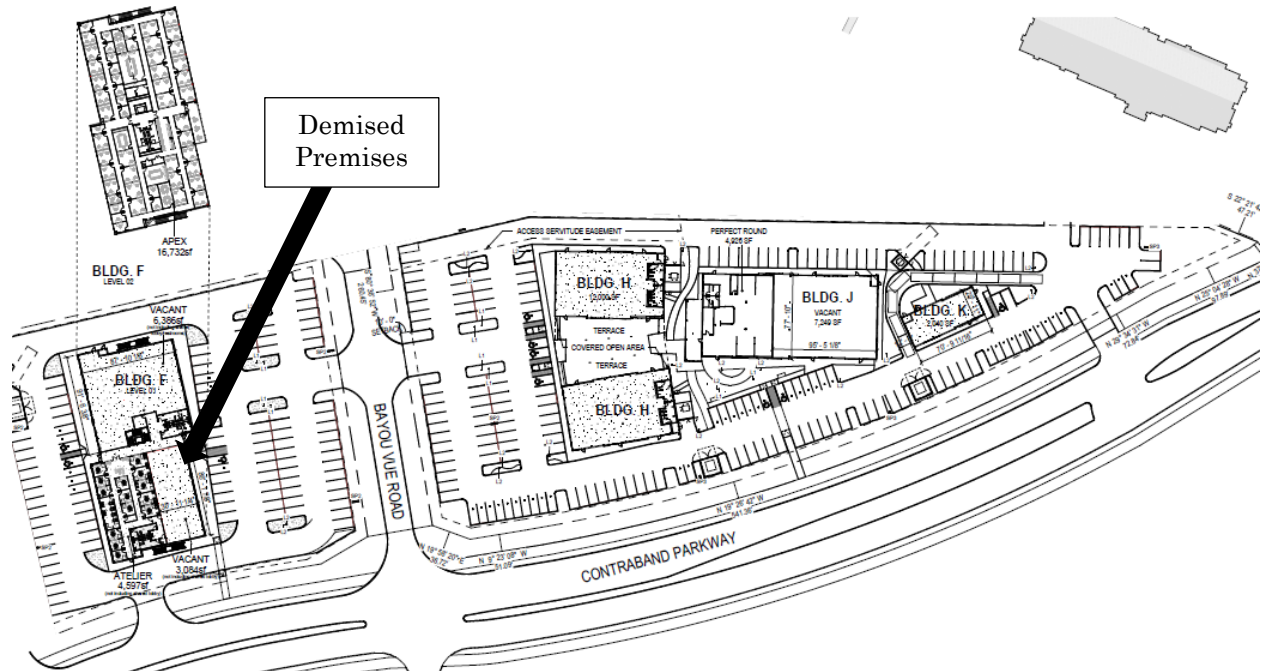


EXHIBIT B

SHOPPING CENTER LEGAL DESCRIPTION

Tracts A & C, Section 38, Township 10 South, Range 9 West, Calcasieu Parish, Louisiana.

EXHIBIT C

CONSTRUCTION: ALLOWANCE TO TENANT FOR FINISH-OUT

ARTICLE I

CONSTRUCTION OF BUILDING AND OTHER IMPROVEMENTS

A. Landlord has constructed or will construct a shell space within the Shopping Center as generally described below in Article III of this Exhibit C, Description of Landlord's Work, in which the Demised Premises shall be located.

ARTICLE II

GENERAL SPECIFICATIONS

A. All plans, diagrams, schedules, specifications and other data required to be furnished by Tenant (at Tenant's sole expense) under this exhibit must be submitted to Landlord complete, sufficient to obtain a building permit, and ready for Landlord's consideration and final approval within fifteen (15) calendar days after the execution of this Lease or the substantial completion of Landlord's Work as described herein, whichever is later. Upon review, Landlord shall, in writing, accept or notify Tenant of its objections to said plans and specifications and general contractor within ten (10) calendar days after receipt. Tenant shall reimburse Landlord for any loss or extra cost which may result to Landlord by reason of failure on the part of Tenant to submit any such plans, diagrams, schedules, specifications and/or other data within said period of time, and Landlord shall have the option (in addition to any other rights or remedies Landlord may have by reason of such failure either under this Lease, at law or in equity) to terminate this Lease or to declare this Lease null and void by reason of such failure, in either such case by giving written notice of such election to Tenant (whereupon Landlord shall have no further obligations to Tenant hereunder), and Landlord shall in such event keep and retain any and all prepaid rent and security deposit(s) made under this Lease, it being agreed that in such event Tenant shall forfeit any and all right(s) Tenant may have thereto.

B. Tenant shall secure Landlord's written approval of all designs, plans, specifications, materials, contractors and contracts for work to be performed by Tenant before beginning the work (including following whatever work letter instructions, if any, which Landlord may deliver to Tenant in connection with the work), and shall secure all necessary licenses and permits to be used in performing the work. Tenant's finished work shall be subject to Landlord's approval and acceptance, which shall be a condition to any reimbursement hereinafter provided. If required by the applicable municipality, Tenant shall, at Tenant's expense, obtain an asbestos survey, of the Demised Premises from a person or company which is properly licensed to prepare such a survey. Tenant shall provide a copy of the asbestos survey to Landlord within ten (10) days following the completion of the survey.

C. Should Tenant request and Landlord approve any variation in the store front and/or interior finishing of the Demised Premises, and if such items are a part of Landlord's Work as described below, the variation shall be incorporated in the plans to be furnished by Tenant; provided, that in the event any such variation shall increase the cost of Landlord's Work, Tenant shall pay Landlord the amount of such increased cost thereof prior to any such work being performed by Landlord (but in no event shall Tenant be entitled to any credit or payment in the event any such variation shall reduce the cost of Landlord's Work).

D. As soon as said plans and specifications have been approved by Landlord, Tenant shall commence construction (and shall be required to diligently pursue said construction) no later than ten (10) calendar days after the date upon which Landlord approves Tenant's plans and specifications or

thirty (30) calendar days following the date Landlord notifies Tenant that Landlord has substantially completed Landlord's Work, whichever is later. In the event (a) Tenant has not commenced construction within said time period, or (b) Tenant has not completed construction of such improvements within ninety (90) calendar days after the date upon which Tenant's plans and specifications have been approved by Landlord, or within one hundred twenty (120) calendar days after the date on which Landlord has notified Tenant in writing that Landlord has substantially completed Landlord's Work described herein; then Landlord shall have the option (in addition to any other rights or remedies Landlord may have by reason of such failure either under this Lease, at law or in equity) to terminate this Lease or to declare this Lease null and void by reason of such failure, in either such case by giving written notice of such election to Tenant (whereupon Landlord shall have no further obligations to Tenant hereunder), and Landlord shall in such event keep and retain any and all prepaid rent and security deposit(s) made under this Lease, it being agreed that in such event Tenant shall forfeit any and all right(s) Tenant may have thereto.

E. Prior to the preparation of Tenant's plans, Tenant shall visit the Demised Premises to verify existing conditions and construction (or, if the Building has not yet been constructed, shall coordinate such information with Landlord as is necessary for Tenant to make such determination) to ensure that none of Tenant's Work shall be in conflict with any existing or contemplated Landlord or adjacent tenant improvements and construction. In the event Tenant's design requires revisions to Landlord's building, mechanical, electrical or HVAC system(s), either as constructed or as then contemplated, Tenant shall request, in writing, approval for such revision(s) and, if approved by Landlord, Landlord shall perform the necessary work to accommodate Tenant's request, and Tenant shall reimburse Landlord for the cost of such work.

F. The insurance requirements under Article XII of the lease and the indemnity requirements under Article XII of the lease shall apply during the construction contemplated in this exhibit and Tenant shall provide evidence of appropriate insurance coverages prior to beginning any of Tenant's Work. In addition, and without limiting the generality of the immediately preceding sentence, at Landlord's option, Landlord may require that prior to beginning any of Tenant's Work, Tenant shall provide Landlord with evidence of insurance reasonably satisfactory to Landlord covering both Tenant and Tenants contractor and other agents against damage to their personal property, as well as against third party liability, builder's risk and workers' compensation claims arising out of all construction and associated activities, and such other coverages as Landlord may reasonably request for the protection of Landlord and the Building prior to any such entry. All policies of insurance shall be subject to Landlord's prior approval and shall be endorsed showing Landlord as an additional named insured (or if permitted by Landlord may provide a waiver of subrogation against Landlord).

ARTICLE III

DESCRIPTION OF LANDLORD'S WORK

A. Structure:

1. Exterior wall surfaces shall be selected by Landlord.
2. Roofing shall be material specified by Landlord.
3. Space will be completed with ceiling trusses and able to accept either drop ceiling, sheetrock, or a combination to accommodate a plenum.

B. Store Front and Doors:

1. A standard store front shall be provided in keeping with the overall architectural plan for the center, including the installation of high efficiency glass.

2. Landlord shall provide one (1) double store front door and an additional single door for the Demised Premises facing Contraband Parkway as per Tenant's plans heretofore delivered to Landlord, being issued on January 29, 2023, by KUDLA Architecture, Sheets A 1.0 through A 5.0.

3. If a door already exists on the Demised Premises, and if such door is owned by Landlord, then Tenant may use the door for its store front. However, Landlord makes no representation or warranty in this regard, and Tenant agrees that it is ultimately responsible for providing its own door.

C. Parking Areas and Walks:

1. Parking areas shall be hard surfaced.

2. Walks shall be surfaced with concrete, stone, brick or other hard material as specified by Landlord.

3. Parking areas and walks shall be provided with reasonably adequate artificial lighting.

D. Floor Slab:

1. The interior of the Demised Premises will have a smooth concrete floor.

E. Utilities:

1. Cold water service shall be brought to the Demised Premises, otherwise, all plumbing fixtures and connections thereto within the Demised Premises shall be provided by Tenant.

2. Waste line shall be under the Demised Premises, approximately 5'-7' from the rear wall of the Building.

3. Gas service, if utilized by the Shopping Center, shall be brought to a location at the perimeter of the shell, building, at which location the gas company will set its meter; provided, however, that Landlord shall have the option of substituting all-electric utility service for gas service.

4. Electrical service (277/480-volt, unless instead, 120/240-volt service is provided in the area, and at Landlord's option either three-phase or one-phase service) shall be brought to a location on the perimeter wall of the shell building, at which location the electric company will set Tenant's meter.

5. Telephone service shall be brought to a location on the perimeter wall of the shell building.

F. Limitations and Conditions:

1. The work to be done by Landlord shall be limited to that described in the foregoing paragraphs of this Article III of this Exhibit C (the "Landlord's Work"). All work not so classified as Landlord's Work is "Tenant's Work" (herein so called).

2. All work performed by Landlord which is in excess of that required of Landlord by this Article III of this Exhibit C shall be undertaken only after Tenant has deposited full payment for same with Landlord in the form of cash, money order or cashier's check; and Tenant agrees to make such deposit promptly after execution of this Lease (with any delay in Tenant's making such deposit to be deemed a default under this Lease, without the requirement of additional notice from Landlord, and causing Tenant's time periods for completing Tenant's Work and opening for business to commence as if Tenant's delay had not occurred).

ARTICLE IV

DESCRIPTION OF TENANT'S WORK

A. Signs: Tenant shall pay for all signs and the installation thereof, including electrical hook-up, subject to the provisions of Section 10.2 of this Lease.

B. Utilities: All meters or other measuring devices including water submeters in connection with utility service shall be provided by Tenant. Tenant shall also provide all connections to any utility service provided by Landlord. All service deposits shall be made by Tenant at Tenant's expense.

C. Store Front: Except as may be supplied by Landlord in accordance with Article III.B. of this Exhibit C, Tenant shall be responsible for the store front, exterior doors and weatherproofing.

D. Interior Work: The work to be done by Tenant shall include, but not be limited to, the purchase, installation and/or performance of the following:

1. Adequate electrical service, panel, wiring, and fixtures.
2. Interior partitions, including finishing, electrical wiring, and connections with the Demised Premises.
3. Interior painting.
4. Store fixtures and furnishings.
5. Display window enclosures.
6. Plumbing fixtures within the Demised Premises.
7. 2' x 2' drop ceiling and 5-1/2" batt insulation, installed above ceiling tiles and no lower than the storefront glass.
8. Heating/air conditioning and ventilation equipment (adequate to provide at least a 25-degree differential) including electrical and gas hook-up ductwork and roof penetrations.
9. Floor covering.
10. All telephone equipment for the Demised Premises.

11. Fire protection; Flush mounted concealed type with drop off caps or such other as Landlord may approve to comply with NFPA 13.

E. All work undertaken by Tenant shall be done at Tenant's expense, in a good and workmanlike manner and in conformance with all building code(s) and other governmental requirement(s) applicable thereto, and shall not damage the Building or any part thereof. Any roof penetration shall be performed by Landlord's roofer or, at Landlord's option, by a bonded roofer approved in advance by Landlord. The work shall be begun only after Landlord has given consent, which consent shall in part be conditioned upon Tenant's plans, which must include materials acceptable to Landlord and spread the weight of the equipment being installed in order to prevent damage to the roof. Tenant shall also be responsible for obtaining, and paying for, professional inspections of any structural work and/or mechanical work (including, without limitation, any roof work or concrete work), as may be necessary in connection therewith and/or as may be required by Landlord or any governmental authority.

ARTICLE V

COMMENCEMENT DATE

- A. The Commencement Date of this Lease is set forth in Section 1.1(h) of the Lease.
- B. Tenant agrees to execute and deliver to Landlord a letter, in a form acceptable to Landlord, acknowledging the Commencement Date and expiration date of the Lease Term.
- C. Notwithstanding any provision of this Lease to the contrary, the Commencement Date and Tenant's Rent obligations will not be delayed or extended by Tenant Delay, and the Term will commence on the date it would have commenced had there been no Tenant Delay. "Tenant Delay" means delay (i) in the preparation, finalization or approval of plans or specifications caused by Tenant or any of Tenant's agents, employees, representatives or contractors; (ii) caused by Tenant's changes to any approved plans or specifications, other than changes caused by errors of Landlord's architect; (iii) in the delivery or installation of any special or non-standard building items specified by Tenant; (iv) of any kind or nature in the completion of Landlord's Work or Tenant's Work caused by Tenant or any of Tenant's agents, employees, representatives or contractors; or (v) any other delay due to the acts or omissions of Tenant or any of Tenant's agents, employees, representatives or contractors. Tenant will pay all costs arising from Tenant Delay in excess of the Tenant Finish Allowance to Landlord in full within 10 days of Tenant's receipt of written demand (which may be made prior to the commencement of Landlord's Work) on an estimated basis with an adjustment following completion. Notwithstanding the foregoing, costs arising from any lost Rent required to be paid hereunder arising from Tenant Delay may not be deducted from the Tenant Finish Allowance.

ARTICLE VI

TENANT'S WORK AND IMPROVEMENT ALLOWANCE

A. Landlord shall pay to Tenant the "Tenant Finish Allowance" in the amount set forth in Section 1.1(o) of the Lease, not to exceed \$229,180, subject to this Article VI. The Tenant Finish Allowance shall be used towards the costs of Tenant's Work completed in accordance with the plans and specifications therefore approved by Landlord in accordance herewith, including the cost of preparation of such plans and specifications (provided that the portion of the Tenant Finish Allowance to be used toward such preparation costs shall not exceed \$2.00 per square foot of Gross Leasable Area of the Demised Premises, and Tenant shall be solely responsible for any such costs in excess thereof), all labor, materials, permits and fees in connection therewith; but such costs may not include any costs associated with Tenant's furniture, equipment or similar personal property of Tenant or any other

“soft” costs (as determined by industry custom), unless otherwise expressly permitted by this sentence. Tenant acknowledges and agrees that, in the event the cost of Tenant’s Work is less than the Tenant Finish Allowance, then any unused portions of the Tenant Finish Allowance shall be forfeited and Tenant shall not be entitled to any payment or credit therefor. Additionally, Tenant acknowledges and agrees that, in the event the cost of Tenant’s Work is more than the Tenant Finish Allowance, then all such costs in excess of the Tenant Finish Allowance shall be borne solely by Tenant. Notwithstanding the terms and provisions hereof with respect to the Tenant Finish Allowance, all costs and expenses due in connection with the Tenant’s Work shall be paid by Tenant to each contractor and/or subcontractor as and when due, and in no event shall Tenant permit any lien to be placed upon the Demised Premises and/or any portion of the Shopping Center.

Landlord shall provide to Tenant the Tenant Finish Allowance in the manner described in this paragraph below. The Tenant Finish Allowance is to be paid in one (1) payment following Tenant’s substantial completion of the Tenant’s Work (as further set forth below) and Tenant’s full and final payment of all costs and expenses associated therewith, together with the satisfaction of all other requirements and conditions as set forth in this paragraph. Tenant shall not become entitled to the Tenant Finish Allowance until the Tenant’s Work has been substantially completed in accordance herewith, Landlord has reasonably approved of same, and Tenant has caused to be delivered to Landlord a certificate of occupancy from the appropriate governmental authority(ies). The phrase “substantial completion” or “substantially complete” shall mean that Tenant’s Work has been completed in accordance with the approved plans and specifications therefor (and, if required by Landlord, Landlord has received a certification issued by Landlord’s architect certifying to same), except for such minor and inconsequential items to be thereafter completed as noted in the punch list, if any, to be agreed upon between Landlord and Tenant. Tenant’s receipt of the Tenant Finish Allowance shall be further conditioned and contingent upon satisfaction of each and all of the following conditions: (1) Landlord’s receipt of adequate documentation for any and all costs and expenses of Tenant’s Work, together with evidence of Tenant’s payment of all such costs and expenses, and final, unconditional lien waivers/releases from all contractors, subcontractors and suppliers in connection with all such Tenant’s Work, in the State of Louisiana prescribed lien release form, if applicable (it being agreed that Tenant shall make all such payments prior to any payment of the Tenant Finish Allowance being made by Landlord); (2) Tenant’s request for the Tenant Finish Allowance must include all other necessary documentation supporting the matters reflected in the payment request, including identifying the work related thereto and evidencing the completion of the work related thereto (including, without limitation, adequate documentation and statements from contractors, subcontractors or materialmen supporting the amount sought to be paid under such request and providing information about the work related thereto); and (3) Tenant shall have opened for business. Landlord shall be entitled to independently verify the information referred to in subsections (1) and (2) above, and may require additional information or documentation from Tenant with respect thereto (provided, that any inspection of the Tenant’s Work by Landlord and/or any approval by Landlord of any payment request with regard to the Tenant Finish Allowance shall not constitute a representation or warranty of Landlord that Tenant’s Work is adequate for any use, purpose or condition or that Tenant’s Work has been completed in a good and workmanlike manner or complies with any applicable law or code, but shall merely be the consent of Landlord for purposes of facilitating disbursement of the Tenant Finish Allowance, as set forth herein). Upon full compliance and completion of the foregoing, Landlord shall then make payment to Tenant (or, if and as directed by Tenant, or if required by Landlord, directly to Tenant’s contractor(s) and/or other applicable payees) of the Tenant Finish Allowance, which payment shall be made no later than thirty (30) days after Landlord’s receipt of the last to be received of all documentation required by this paragraph and/or the last to be satisfied of all of the foregoing conditions. Notwithstanding anything herein to the contrary, should Tenant fail to apply for the Tenant Finish Allowance and provide the foregoing documentation within one (1) year of the date the Demised Premises are Ready for Occupancy, Tenant shall be deemed to have waived its right to receive the Tenant Finish Allowance.

EXHIBIT D

BUILDING FASCIA SIGN CRITERIA

The purpose of these instructions is to outline the criteria which has been established to control the design, fabrication and installation of tenant signs in this Shopping Center. These sign criteria have been adopted to ensure an attractive and harmonious sign program throughout the Shopping Center for the benefit of the Landlord and the Tenants. Notwithstanding anything contained in these criteria, Tenant's signage must strictly comply, and be constructed in conformity, with applicable city ordinances, rules and regulations, as well as any other governmental agencies or private concerns and restrictions including, without limitation, the Restrictions.

GENERALLY:

1. **Landlord Approval:** No Tenant signs or panels shall be fabricated or installed in the Shopping Center without the prior written approval of Landlord. Tenant shall submit a sign package to Landlord, at Landlord's address set forth in Section 1.1(b) of the Lease, and to Landlord's sign contractor in the case of Tenant monument signage or panels for a Landlord multi-tenant sign.
2. **Sign Package:** The sign package shall entail detailed drawings and specifications indicating the locations, size, layout, design, and construction of the proposed signs, including all lettering and graphics. All submissions shall be provided in an .eps or .dxf file or Auto CAD format, and PDF, with section, elevation, and pertinent plan drawings at ½-inch equals 1-foot scale. Plan drawings for fascia and monument signage shall include specific sign wording, construction and mounting detail, and elevations with signage overlay at no more than 75% store width.
3. **Variances:** Requests for variances will be reviewed by Landlord on a case-by-case basis, and a variance granted to one tenant with respect to any sign shall not be deemed as a waiver of these criteria with respect to other signage of the same tenant or with respect to any signage by another tenant in the Shopping Center.
4. **Compliance with Code:** All Tenant signage at the Shopping Center must strictly comply with the sign code(s) of all applicable regulatory authorities. Except as to Landlord's multi-tenant signs, Tenant or its representative shall obtain permits from all applicable governmental authorities for signs and their installation, at Tenant's sole cost and expense. Tenant shall be responsible for obtaining prior Landlord approval in writing before submitting any variances to the sign code to any such authority for approval.

BUILDING/FASCIA SIGNS:

General Requirements

1. **Signage Cost:** Signs shall be designed, constructed, installed, and approved at Tenant's cost and expense pursuant to the design requirements set forth herein. Landlord will review exceptions on a case-by-case basis.
2. **Tenant's Sign Contractor:** Tenant's sign contractor(s) shall be subject to Landlord approval, must be licensed by all applicable regulatory authorities, and shall have property liability insurance at a minimum of \$1,000,000.00 coverage per occurrence naming Landlord, Landlord's property manager (if applicable) and Tenant as

additional insureds. ***A copy of a certificate of insurance for each such insurance policy must be submitted with sign drawings as part of the Landlord's approval process.*** Tenant's sign contractor shall be held liable and bear all costs for the removal and/or correction of non-conforming sign installation and damage to Building by signs. Landlord or its representative reserves the right to disapprove Tenant's sign contractor, manufacturer and/or installer and/or designate the sign contractor manufacturer or installer that Tenant shall use. Tenant shall be fully responsible for the operations of its sign contractor. Such contractor shall repair any damage to the fascia or any other facility part of the Shopping Center caused by its work. If such contractor defaults under its agreement with Tenant, Tenant shall be responsible for timely replacement of the contractor and Tenant indemnifies Landlord for any damages caused by such contractor.

3. Removal of Signage: At the termination of a Tenant's Lease, if not renewed, Tenant shall be held liable and bear the costs for, the removal of sign installations and the repair of any penetrations or damage to the substrate caused by the sign's attachment or its removal.

Design Stipulation/Parameters

1. The following shall NOT be permitted:
 - a. Animated, flashing or audible signs;
 - b. Painted lettering;
 - c. Exposed lamps or tubing; and
 - d. Exposed crossovers or conduit.
2. All signs and their installation shall comply with all applicable local and/or national building and electrical codes. Electrical hook-up shall be performed by a licensed electrician.
3. All conductors, transformers and other components shall be concealed from view. Location and/or concealment methods will be subject to approval in the submitted drawings.
4. Electrical service to all signs shall be on Tenant's meter and photocell (provided by Tenant), subject to hours of operation determined by the Landlord or its representative.
5. All anchoring devices shall be of non-corrosive metal. All signage penetrations must be into mortar and not brick.
6. Anchor tenants shall submit sign location, sign configuration, and number of signs (code permitting), for purposes of installing the substrate behind the sign.

Quantity and Location

1. Signs on the exterior of the Demised Premises shall be permitted only where indicated by Landlord approved architectural drawings.
2. Signage will be limited to ONE (1) ON PREMISES "WALL SIGN" per exterior wall of the Demised Premises.

3. Any demised premises with a continuous shared sign band shall submit signage BOTTOM JUSTIFIED
4. Tenant storefront entrances and store identification are subject to the prior written approval of the Landlord or its representative. The Landlord or its representative will approve such signage only after Tenant has secured any variances, if applicable, to the applicable code.

Design Configuration

1. Text on signs shall NOT include the product sold description of services or merchandise trade names except as part of the Tenant trade name or insignia.
2. The use of banners, flags or pennants as part of permanent or temporary signage is prohibited. Special conditions involving store openings will be reviewed and considered by the Landlord on a case by case basis.
3. Portable, trailer, and changeable copy signs are prohibited.
4. Landlord reserves the right to appropriately scale and proportion the Tenant's sign to the overall design of the Shopping Center, regardless of whether the Tenant's signs comply with the maximum size dictated by code and/or these criteria.
5. The maximum span of Tenant's signage shall not exceed **75% of its storefront** width with the copy centered within it.
6. Tenant sign copy shall be bottom justified in the sign area allocated for the respective signage.
7. Copy shall be in a single horizontal line. In the event the length of the business name exceeds **75% of the storefront width**, a variance will be considered on a case-by-case basis.
8. Visible sign company names on Tenant's signage are prohibited.
9. The maximum height of any letter or sign element will be 24-inches.
10. The minimum height of any letter will be 8-inches.
11. Tenant façade signage shall be limited to two lines.

Sign Type Specification

1. Fascia signage shall be individual reverse-lit channel letters.
2. Reverse-lit individual letters shall be .040 aluminum channel letters. All signage elements shall be continuously sealed to prevent light leaks. No rivets are permitted.
3. Illumination shall be using white LED module. Each letter shall be grounded individually using greenfield connectors. Screws for attaching letter to standoff shall be painted the same color as the letters. All letters shall meet UL specifications. Non-illuminated letters are not permitted.

4. All signs, bolts, fastenings, and clips shall be stainless steel, aluminum, brass, or bronze. Black iron materials of any type are not permitted.
5. Any weep holes shall contain a light cover.
6. All penetrations of the Building structure required for sign installation shall be neatly sealed in a watertight condition by means of continuous backer rod and sealant to match surrounding fascia field color.
7. No labels shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.
8. Tenants will provide junction boxes for power to its fascia signage. Junction boxes are installed at regular intervals in the plenum space behind the fascia with conduits stubbed through the wall between the canopy and Tenant's usable space.
9. Conduit for signs shall pass thru fascia into plenum space, where transformers are to be located. These penetrations shall be sealed to be watertight. The penetrations for conduit shall be made below the level of the roof.
10. ALL fastener and conduit lines for ANY sign, shall approved by the Landlord. Tenant's sign contractor shall submit fascia fastening patterns as part of the shop drawing review to the architect.

Disclaimer

The information and dimensions for the location parameters shall be in the section and elevation diagrammatic drawings. Any forthcoming exhibit drawings are subject to the development of the project. Tenant and or its approved sign contractor shall coordinate all proposed signage with the architect's construction documents.

MULTI-TENANT SHOPPING CENTER PYLON SIGNS (IF APPLICABLE):

1. Tenant shall either (a) fabricate its sign panels, in coordination with the sign contractor selected by Landlord for the Shopping Center, per plans and specifications approved by Landlord, or (b) provide artwork to Landlord's sign contractor (.eps or .dxf file or Auto CAD format, and PDF) for fabrication of the panels per Landlord approved plans and specifications.
2. The panels shall be installed by Landlord's sign contractor, and Tenant shall reimburse Landlord for the cost thereof.
3. Tenant shall reimburse Landlord a pro rata share, based upon the total area of Tenant's sign panels in relation to the total area of all panels on the sign, of the cost to Landlord for the design, fabrication, installation and on-going maintenance of the pylon sign (including sign base, appurtenant equipment, and permitting).

MISCELLANEOUS:

1. Tenant may place upon each entrance to its Demised Premises not more than 144 square inches of "White", vinyl die cut or decal application lettering, not to exceed 3" in height, indicating hours of business, emergency telephone numbers, address, and

entry/exit information. The location of said copy shall be centered on its rectangular aspect ratio at a location approved by Landlord applied only from the inside of the store

2. Demised Premises with a non-customer door for receiving merchandise may have uniformly applied on said door, and in a location as directed by the Landlord, in 2" high block letters, the Tenant's business name and address. The color shall be vinyl die-cut "White" or "Black" as determined by the Landlord, which shall be uniform throughout the Shopping Center.
3. Tenant may install on the storefront, if required by the U.S. Post Office, the numbers only for the street address and/or suite number in a location, letter style and size as specified by Landlord.
4. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors or upon the exterior walls of the Building or storefront, without Landlord's prior written consent.
5. Interior trailer, wrapped vehicle, moving billboard or mobile type signs shall not be permitted.
6. Tenant shall install, or cause to be installed, signage according to this Sign Criteria on or prior to commencing business in the Demised Premises.
7. Storefronts shall remain illuminated while the Shopping Center remains open to the public. Illuminated signs, as well as the storefront windows, shall be tied into Tenant's timer switch(es) that will be coordinated with the hours that the Shopping Center remains open to the public, as determined by the Landlord or its representative.

ATTACH DRAWINGS, ONCE APPROVED

EXHIBIT E**GUARANTY**

THIS GUARANTY (herein called "Guaranty") is hereby given by the undersigned (referred to in the singular, whether one or more, as "Guarantor"), in accordance with the terms hereof.

PRELIMINARY STATEMENT

MARCEL CONTRABAND POINTE, LLC, a Texas limited liability company, having an address at P.O. Box 9556, The Woodlands, Texas 77387, is herein and in the Lease called "Landlord". THE SCULPTRY, LLC, a Louisiana limited liability company, is herein and in the Lease called "Tenant." Landlord and Tenant are finalizing that certain Shopping Center Lease (herein called the "Lease"), for the lease to Tenant of that certain premises (the "Demised Premises") originally comprised of approximately 3,274 square feet and having an address of 3093 Contraband Pkwy., Ste. 125, Lake Charles, LA 70601, as more particularly described in the Lease. The Demised Premises are located in Landlord's shopping center commonly known as Contraband Pointe, situated in Calcasieu Parish, Louisiana (herein and in the Lease called the "Shopping Center"). Tenant is either wholly owned by Guarantor or Guarantor has a significant interest in the business affairs of Tenant. Landlord is unwilling to enter into the Lease with Tenant unless Guarantor executes and delivers this Guaranty to Landlord. Guarantor has received a copy of the Lease, has examined the Lease, and acknowledges all the terms, covenants, and conditions contained therein. Guarantor hereby covenants, warrants and represents that the making of the Guaranty and the making of the Lease is in furtherance of its business purposes and is to the benefit of Guarantor and, if the Guarantor is a corporation, the execution and delivery of the Guaranty has been duly approved by Guarantor's Board of Directors. The effective date of this Guaranty shall be the Effective Date of the Lease. Capitalized terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise set forth in this Guaranty.

WITNESSETH:

NOW, THEREFORE, in consideration of the foregoing, Guarantor hereby agrees with Landlord as follows:

1. Guarantor hereby guarantees all of the payments to be made by Tenant under the Lease. All such payments are herein and, in the Lease, called "Rent", and include Minimum Guaranteed Rental and Additional Rent (as such expressions are defined in the Lease), and all other sums, costs, expenses, charges, payments, indemnifications by Tenant to Landlord, and deposits, as well as all sums payable as damages upon a default by Tenant under the Lease. Guarantor hereby guarantees that each and all of the foregoing will be paid in full when due in accordance with the Lease. Furthermore, Guarantor hereby unconditionally, absolutely and irrevocably guarantees the full, complete and prompt performance and observance by Tenant of each and every term, covenant, and condition of the Lease to be performed or observed by Tenant.

2. This Guaranty is an unconditional, irrevocable and absolute guaranty of payment and performance. Guarantor's liability shall be primary and not derivative or secondary. If for any reason any provision of the Lease shall not be completely and strictly performed or observed by Tenant as required thereby, or if any item of Rent shall not be paid when due in accordance with the provisions of the Lease, Guarantor agrees to promptly perform or observe, or cause the performance or observance of each such provision, and will immediately pay all such items or Rent to the person entitled thereto pursuant to the provisions of the Lease, in all cases regardless of whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to compel any such performance or observance or to collect the item(s) of Rent either pursuant to the provisions of the Lease, or at law, or

in equity, and regardless of any other condition or contingency. Guarantor also agrees to pay to Landlord the costs and expenses (including reasonable attorneys' fees) incurred by Landlord for collecting or attempting to collect any item(s) of Rent or otherwise enforcing the Lease against Tenant or collecting under or enforcing this Guaranty. Landlord shall have the right to enforce this Guaranty regardless of the receipt by Landlord of a security deposit from Tenant or the enforcement of any remedies against such security or the release of such security.

3. Guarantor's obligations under this Guaranty shall in no way be affected or impaired by reason of the happening at any time of any of the following with respect to either the Lease or the Guaranty, even if such happening occurs without notice to or consent of Guarantor: (a) the waiver by Landlord or its successors or assigns of the performance by Tenant of any provision(s) of the Lease; (b) the extension of the time for payment by Tenant of any item(s) of Rent or of the time for performance by Tenant of any other obligations under the Lease; (c) the assignment, subletting, or mortgaging, or the purported assignment, subletting, or mortgaging, of all or part of Tenant's interest in the Lease or the Leased Premises whether or not permitted by the Lease, or permitted by Landlord; (d) the modification or amendment (whether material or otherwise) of any obligation of Tenant set forth in the Lease; (e) Landlord's taking or failing to take any action(s) referred to in the Lease; (f) the failure, omission, or delay of Landlord to enforce, assert, or exercise any right, power, or remedy conferred on Landlord in the Lease or by law or any action on the part of Landlord granting indulgence or extension in any form; (g) the voluntary or involuntary bankruptcy of Tenant or the liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or the disaffirmance of the Lease in any such proceeding; (h) the release of Tenant from performance of any provision of the Lease by operation of law; (i) the receipt and acceptance by Landlord of notes, checks, or other instruments for the payment of money made by Tenant or others, or any extensions or renewals thereof; or (j) any other cause, whether similar to or dissimilar from any of the foregoing. Furthermore, in the event of rejection or disaffirmance of the Lease by Tenant or Tenant's trustee in bankruptcy pursuant to the United States Bankruptcy Code or any other law affecting creditors' rights, Guarantor will, if Landlord so requests, assume all obligations and liabilities of Tenant under the Lease, to the same extent as if Guarantor had been originally named instead of Tenant as a party to the Lease and there had been no rejection or disaffirmance; and Guarantor will confirm such assumption in writing at the request of Landlord on or after such rejection or disaffirmance. Guarantor, upon such assumption, shall have all rights of Tenant under the Lease (to the extent permitted by law).

4. Guarantor hereby waives notice of: a) the acceptance of this Guaranty; b) notice of any breach or non-performance of the Lease by Tenant, or the failure to satisfy any obligations or liabilities contracted or incurred by Tenant; and c) notice of execution and delivery of the Lease. Additionally, Guarantor waives all suretyship defenses and consents to all courts of the State or Commonwealth in which the Leased Premises is located having jurisdiction in which to bring any claim by Landlord.

5. This Guaranty may be enforced and shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Leased Premises is located without respect to or application of its choice of law provisions and principles.

6. This Guaranty may not and cannot be cancelled, terminated, modified, or amended except by a written agreement executed by Landlord and delivered to Guarantor. Any attempted cancellation, termination, modification, or amendment without such agreement executed and delivered by Landlord shall be void.

7. No waiver by Landlord of the payment by Guarantor of any of its obligations contained in this Guaranty, or any extension of time for the payment by Guarantor of any such obligations, shall

affect or impair this Guaranty or constitute a waiver or relinquishment of any rights of Landlord for the future. No action brought under this Guaranty against Guarantor and no recovery had in pursuance thereof shall be any bar or defense to any further action or recovery which may be brought or had under this Guaranty by reason of any further defaults by Tenant under the Lease.

8. All the provisions of this Guaranty shall inure to the benefit of Landlord and its grantees, successors, and assigns, and shall inure to the benefit of any future owner of the fee title of which the Leased Premises are a part and shall inure to the benefit of any lessee to whom the property shall have been leased contemporaneously with a transfer of fee title (a so-called "sale and leaseback transaction"); and all the provisions of this Guaranty shall be binding upon Guarantor and its heirs, legal representatives, successors and assigns.

9. This Guaranty shall be in effect with respect to any and all renewals, extensions, or continuations of the Lease whether or not the Lease provides for or permits such renewals, extensions, or continuations, and whenever such renewals, extensions, or continuations shall commence, and whether such renewals, extensions, or continuations shall be pursuant to a renewal, extension, or continuation agreement incorporating all or part(s) of the Lease by reference or shall be pursuant to a new and separate lease agreement. The provisions of this Guaranty shall also apply with respect to such period(s) of time that Tenant holds over, until the Leased Premises has been surrendered in accordance with the provisions of the Lease.

10. In any action or proceeding brought by Landlord on, under or by virtue of this Guaranty or arising out of the terms, covenants and provisions of this Guaranty or of the Lease, Guarantor shall and hereby does waive trial by jury.

11. Guarantor may be joined in any action against Tenant in connection with the Lease and recovery may be had against Guarantor in such action or in any independent action against Guarantor.

12. If this Guaranty is signed by more than one person or entity as Guarantor, then the persons and/or entities are jointly and severally referred to herein as Guarantor and each such person or entity shall be jointly and severally liable for all of the obligations of Guarantor. All of Landlord's rights and remedies under the Lease and under this Guaranty shall be distinct, separate and cumulative and no such right or remedy shall be exclusive of, or a waiver of, any of the others.

13. Any notice sent by Guarantor to Landlord or by Landlord to Guarantor shall be sufficient if sent by United States Registered or Certified Mail, Return Receipt Requested, or by registered overnight courier (e.g., Federal Express), to the address of such party herein specified or to such other address as such party shall have designated by similar written notice; and such notice shall be deemed to have been delivered (whether actually received or not): (a) three (3) business days after having been deposited in the United States Mail, postage prepaid, Certified or Registered Mail, return Receipt Requested; or (b) one (1) business day after being deposited for immediate or next day delivery with a reputable special courier or express mail service furnishing evidence of delivery (or attempted delivery).

14. *Intentionally deleted.*

15. Guarantor represents and warrants to Landlord that neither Guarantor nor any of its subsidiaries, directors, officers, or employees, nor, to the knowledge of Guarantor, any agent or affiliate or representative of Guarantor: (i) is the target of any sanctions administered or enforced by the U.S. Government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person" [collectively, "Sanctions"]), (ii) is

engaged in activities in violation of Sanctions; or (iii) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

Guarantor warrants, represents, covenants and agrees that it shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act in connection with all obligations under this Guaranty. No payments of money, gifts or anything of value have been or shall be offered, promised or paid, directly or indirectly, to any person or entity to corruptly influence the acts any government official or member of their family with or without corrupt intent or to obtain or receive an improper advantage. Guarantor shall keep appropriate records to establish compliance with this provision.


16. The undersigned officer personally represents and warrants that: (i) the managing authority of the entity, by unanimous consent or in a duly held meeting, has authorized the execution of this Guaranty and determined that this Guaranty may reasonably be expected to benefit said entity; and (ii) the execution, delivery and performance by Guarantor of this Guaranty are in each case within the Guarantor's powers and do not contravene, or conflict with any (a) of Guarantor's constituting documents, (b) court decree or order binding on or affecting Guarantor, (c) law or governmental regulation binding on or affecting Guarantor or (d) terms or conditions of any debt instrument, credit facility, contract or agreement material to the financial condition, operations or property of Guarantor

17. Guarantor acknowledges and agrees that it may receive and review this Guaranty via electronic record and may sign this Guaranty via electronic digital signature (i.e., DocuSign or similar electronic signature technology), and the parties may rely on such electronic digital signatures as if they are original signatures by each party or duly authorized representatives of each party. Further, the signed counterpart to this Guaranty may be delivered by facsimile and electronic mail, and such reproductions will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such party.

[Remainder of page intentionally left blank; signature page follows.]

EXECUTED on the dates beneath the signature(s) below, to be effective as of Effective Date of the Lease.

GUARANTOR:

DocuSigned by:


4132FE4AD1EE42A...

Printed Name: Hannah Grogan

Address: 4215 Indigo Pl.

Lake Charles, LA 70605

Date of Execution: 2/16/2024

EXHIBIT F

COMMENCEMENT CERTIFICATE

[Insert Date]

[Insert Tenant's Name]

[Insert Tenant's Address]

[Insert Tenant's Address]

[Insert Tenant's Address]

RE: Lease dated _____, _____ (the "Lease") by and MARCEL CONTRABAND POINTE, LLC, a Texas limited liability company, as Landlord, and _____, a _____, as Tenant

Dear Tenant:

This Commencement Certificate (this "Certificate") is being executed in connection with the above-referenced Lease. Unless specified otherwise herein, all capitalized terms used herein shall have the meanings assigned to them in the Lease. Landlord and Tenant hereby acknowledge and agree that:

1. Except for the "Punch List Items" (herein so called, as shown on the attached Punch List), the construction work and improvements to the Demised Premises required under the terms of the Lease (including, without limitation, Exhibit C attached thereto) have been fully completed.
2. Tenant hereby acknowledges that the Demised Premises are tenantable and that Landlord has no further obligation for construction with respect to the Demised Premises, and Tenant further hereby acknowledges that the Shopping Center, Building, and Demised Premises are satisfactory in all respects, except for the Punch List Items, and are suitable for the Permitted Use as set forth in the Lease.
3. Notwithstanding anything in the Lease to the contrary, Landlord and Tenant hereby acknowledge and agree that:
 - (a) the Commencement Date of the Lease is _____, _____; and
 - (b) the Lease shall expire at 11:59 p.m. (in the time zone of the Demised Premises) on _____, _____.

If any date(s) set forth in the Lease is different than the date(s) set forth in this Section 3 above, then the applicable section(s) of the Lease is/are hereby amended to provide that the applicable date(s) shall henceforth be the date(s) set forth in this Section 3 above.

4. Notwithstanding anything to the contrary set forth in the Lease, Landlord and Tenant agree that, except as modified by this Certificate, the Lease remains in full force and effect, enforceable in accordance with its terms.

Please acknowledge the foregoing by having this Certificate executed on behalf of Tenant in the space provided below, and return such executed counterpart to our office. This document may be executed in counterparts, each of which shall constitute the original. Facsimile signatures shall be binding as original signatures.

Sincerely,

MARCEL CONTRABAND POINTE, LLC,
a Texas limited liability company

By: [FORM – DO NOT SIGN]
Vernon Veldekens, President

ACKNOWLEDGED AND AGREED this _____ day of _____, _____:

TENANT:

[INSERT],
a **[INSERT STATE OF ENTITY FORMATION AND ENTITY TYPE]**

By: [FORM – DO NOT SIGN]
Name: _____
Title: _____

Punch List Items

[To be attached.]

EXHIBIT G**EXISTING EXCLUSIVES**

Tenant acknowledges that there are certain existing tenants at the Shopping Center that have exclusive uses for their premises and/or due to which Landlord is restricted from permitting certain uses in the Shopping Center or portions thereof, as follows (and in this Exhibit references to “this Lease”, to any exhibit or to other terms, relate to the lease with the tenant whose exclusive use provision or restriction is described and the terms of such lease, and any capitalized term used in the table below has the meaning ascribed to such term in the respective lease agreement):

May not operate as a retailer for whom 25% or more of their principal and primary business is comprised of hosting any virtual office, shared office space, co-working or executive suite provider or similar business.

Tenant acknowledges and agrees that Tenant shall not violate any of the above exclusive uses or restrictions AND TENANT SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY LANDLORD, ANY MORTGAGEE WITH RESPECT TO THE SHOPPING CENTER, ANY PROPERTY MANAGER WITH RESPECT TO THE SHOPPING CENTER, AND EACH SUCH PARTY'S RESPECTIVE SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS, FROM ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, LIABILITY (INCLUDING, WITHOUT LIMITATION, LIABILITY TO OTHER TENANTS OF THE SHOPPING CENTER AND/OR CLAIMS OR DAMAGES IN CONNECTION THEREWITH), LOSSES (INCLUDING, WITHOUT LIMITATION, LOSSES IN CONNECTION WITH OTHER LEASES IN THE SHOPPING CENTER DUE THERETO, SUCH AS LOSSES DUE TO RENT ABATEMENT AND/OR TERMINATION RIGHTS OF TENANTS THEREUNDER), COSTS, DAMAGES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING DUE TO ANY VIOLATION OR ALLEGED VIOLATION THEREOF (WHICH DAMAGES MAY INCLUDE, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, AND CONSEQUENTIAL DAMAGES), WHICH INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE. The foregoing shall not, however, imply that Tenant may use the Demised Premises for any use other than the Permitted Use set forth in Section 1.1(n) of the Lease, it being agreed that, except as otherwise expressly provided in the Lease, in no event shall Tenant use the Demised Premises for any use other than the Permitted Use set forth in, and in accordance with, the Lease.

Any reasonable interpretation of the foregoing exclusive uses or restrictions (or as otherwise detailed in the applicable leases with respect thereto) or determination as to whether a particular activity may violate same shall be made by Landlord in its sole discretion, and Tenant shall be bound thereby.

EXHIBIT H

RENEWAL OPTION

If, at the end of the initial Lease Term, (i) Tenant is not in an uncured default of any of the terms, conditions or covenants of this Lease, Tenant is hereby granted the option to extend this Lease for up to two (2) additional term(s) of sixty (60) months each (each a "Extension Term"), commencing upon the expiration of the initial Lease Term or the previous Extension Term, as the case may be, upon the same terms and conditions contained in this Lease with the following exceptions:

(a) the Minimum Guaranteed Rental for the first Extension Term shall be an annual rate equal to \$34.50 per square foot of Gross Leasable Area of the Demised Premises, and the Minimum Guaranteed Rental for the second Renewal Term shall be an annual rate equal to \$39.67 per square foot of Gross Leasable Area of the Demised Premises; and

(b) following the expiration of the Extension Term(s) provided hereby, Tenant will have no further extension options unless granted by Landlord in writing; and

(c) Tenant will not be granted any rental concessions, rental abatement or finish-out allowances during or in connection with any Extension Term (nor will any such terms set forth in this Lease apply thereto).

The documentation of any Extension Term shall be reduced in writing by an amendment and supplement to this Lease, acceptable to Landlord; which shall be fully executed by Landlord and Tenant prior to the expiration of the initial Lease Term or the preceding Extension Term, as applicable.

If Tenant desires to extend this Lease (subject to Tenant's compliance with the standards set forth herein), Tenant must notify Landlord in writing of its intention to extend no later than one hundred eighty (180) calendar days prior to the expiration date of the initial Lease Term or the prior Extension Term, as the case may be.

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