PAVILIONS AT LANSDALE
401-611 South Broad Street
Lansdale, Pennsylvania 19446

LEASE AGREEMENT
Between

401-611 SOUTH BROAD STREET HOLDINGS LIMITED PARTNERSHIP,
a Maryland limited partnership,
as Landlord,

and

POTENTIA GROUP, LLC,
a Florida limited liability company,
as Tenant

Dated as of October 13, 2017

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is entered into to be effective as of October _____, 2017, by and between **401-611 SOUTH BROAD STREET HOLDINGS LIMITED PARTNERSHIP,** a Maryland limited partnership (hereinafter referred to as "**Landlord**"), and **POTENTIA GROUP, LLC,** a Florida limited liability company (hereinafter referred to as "**Tenant**").

SECTION 1
DEFINITIONS

1.1. Shopping Center. The term "**Shopping Center**" means all that certain land and all buildings, improvements, equipment and facilities now or hereafter erected thereon known as Pavilions at Lansdale, located at 401-611 South Broad Street, Lansdale, Pennsylvania 19446, as more particularly described on Exhibit A attached hereto and by this reference made a part hereof, as same may be altered, expanded or reduced by Landlord from time to time.

1.2. Lease Year. As used herein, the term "**Lease Year**" shall mean each year of the Term (as hereinafter defined and as same may be extended) commencing on the Commencement Date (as hereinafter defined) or any anniversary thereof, and ending at the expiration of twelve (12) full calendar months thereafter.

1.3. Common Areas. The term "**Common Areas**" means those areas, facilities, utilities, improvements, equipment and installations in the Shopping Center which are from time to time designated by Landlord for the nonexclusive use or benefit of Landlord and tenants of the Shopping Center, their employees, agents, customers, licensees and other invitees.

1.4. Business Day. The term "**Business Day**" shall mean Monday through Friday of each week, exclusive of Holidays; "**Holidays**" shall mean New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other nationally or regionally recognized holiday.

1.5. Guarantor. The term "**Guarantor**" shall mean **NEAL CURY**, an individual, and **ROMANY CURY,** an individual, and any additional parties who guaranty the obligations of Tenant hereunder at any time, jointly and severally.

SECTION 2
DEMISE OF PREMISES AND TERM

2.1. Lease. Landlord hereby leases and demises to Tenant those certain Premises designated as 611 South Broad Street, Suite 1, Lansdale, Montgomery County, Pennsylvania and shown for identification purposes only on Exhibit B as the "Site", which exhibit by this reference is made a part hereof. The Premises includes the building thereon containing approximately 25,000 rentable square feet, and the parking area adjacent thereto and shown within the red box on Exhibit B (collectively hereinafter referred to as the "**Premises**"). Tenant shall also have a nonexclusive license to use the

Common Areas of the Shopping Center subject to any recorded restrictive covenants and such rules and regulations as Landlord shall adopt.

2.2. Commencement and Expiration Dates of Term. The term of this Lease (the "**Term**") shall commence upon delivery of the Premises to Tenant pursuant to Section 2.5 below (the "**Commencement Date**"), and shall expire at midnight on the last day of the one hundred eighty-eighth (188th) full calendar month following the Commencement Date (defined below), subject to renewal rights set forth in Exhibit G attached hereto.

2.3. Expiration/Termination. This Lease shall terminate on the Expiration Date set forth hereinabove or upon the earlier termination as herein provided, or at the end of any extension or renewal period, without the necessity of any notice from either Landlord or Tenant to terminate the same. Tenant hereby agrees that if it fails to surrender the Premises at the end of the Term, or any renewal thereof, Tenant will be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, in addition to all increased rental payments as specified in Section 13.3 hereunder, and Tenant will indemnify, defend and hold Landlord harmless from and against all claims and demands made by any succeeding tenants against Landlord in delivering possession of the premises to each succeeding tenant, which indemnity shall survive the expiration or earlier termination of this Lease (collectively, "**Consequential Holdover Damages**"). Landlord agrees that Tenant shall not be responsible for Consequential Holdover Damages unless Tenant has been notified in writing that another party has rights in the Premises following the expiration of the Term and Tenant fails to vacate the Premises by the later of: (i) the expiration of the Term; or (ii) thirty (30) days following receipt of such written notice (which notice may be given prior to the expiration of the Term).

2.4. "As-Is" Delivery. Tenant acknowledges that the Premises includes an existing building and adjacent parking areas Landlord makes no warranty or representation to Tenant concerning the condition thereof. Tenant accepts the Premises in their current "AS-IS" condition and Landlord has no obligation to perform any work therein (including demolition of any improvements existing therein or construction of any tenant finish-work or other improvements therein). Furthermore, Landlord shall not be obligated to reimburse Tenant or provide an allowance for any costs related to the demolition or construction of improvements therein except as expressly set forth in Exhibit D attached hereto.

2.5. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant following full execution of this Lease. Any occupation of the Premises prior to the Commencement Date shall be subject to the terms and conditions set forth in this Lease other than the payment of rent.

2.6. Intentionally Deleted.

2.7. Tenant's Work. Upon delivery of possession of the Premises by Landlord, Tenant will proceed with due diligence, at its own expense, to perform all work and supply all installations described as Tenant's Work (the "**Tenant's Work**") in Exhibit D attached hereto and made a part hereof (including without limitation obtaining any necessary permits for such Tenant's Work), and to fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, floor and wall coverings, exterior signs, and special equipment and other items of construction and personal property necessary for the completion of the Premises and the proper operation of Tenant's business therein. Tenant's Work shall be performed with materials of good quality and in a proper workmanlike manner, and, unless Landlord gives its prior written consent otherwise, all items installed by Tenant in the Premises shall be new, provided that Tenant's trade fixtures may be used so long as the same are in good operating condition and repair. Tenant shall not do any structural construction work or alterations with a cost in excess of $10,000, nor shall Tenant install any equipment other than trade fixtures and personal property, other than equipment and fixtures used in the ordinary course of Tenant's fitness club business, without first obtaining Landlord's written approval of the plans and specifications therefor in accordance with Exhibit D. The approval by Landlord of such plans and specifications shall not constitute the assumption of any liability on the part of Landlord for their accuracy or their conformity with requirements of any building code, or other municipal or governmental regulation or ordinance, and Tenant shall be solely responsible for such plans and specifications and compliance of Tenant's Work with all governmental requirements. Prior to commencement of any work upon the Premises by Tenant which requires Landlord's consent hereunder, Tenant shall deliver to Landlord a certificate of public liability and property damage insurance of a type and with the limits as shall be reasonably acceptable to Landlord, naming Landlord as additional insured, and evidence of Workman's Compensation and Builder's Risk coverage in such amounts as are required by law and are acceptable to Landlord. From and after the date of delivery of possession of the Premises, Tenant shall observe and perform all of its obligations under this Lease, including without limitation, payment of all utility charges, but excluding its obligations to pay Minimum Rental and Additional Rental, which are payable from and after the Commencement Date.

2.8. Certification of Commencement and Tenant Estoppel Certificate. Upon the establishment of the Commencement Date, Landlord will deliver to Tenant and Tenant will execute a stipulation acknowledging said date in the form attached hereto as Exhibit E, which shall be attached to this Lease and made a part hereof. In addition, from time to time and within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord or to such other party as may be designated by Landlord, a certificate, in a form acceptable to Landlord, stating that this Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Landlord, have been satisfied or performed, except as set forth in said certificate; that Tenant is not in default in the payment of rent or any of the other obligations required of Tenant hereunder; that Tenant has paid Minimum Rental and Additional Rental and any other amounts to be paid by Tenant as set forth hereunder as of the date set forth in the certificate; and such other matters as Landlord may reasonably request.

SECTION 3
RENT

3.1. Minimum Rental.

a. Commencing on the Commencement Date (subject to the Abatement), Tenant shall pay to Landlord, without notice, demand, reduction, setoff or any defense, a minimum annual rental (the "**Minimum Rental**") payable in equal monthly installments each in advance on or before the first day of each month of the Term. Each such payment shall be accompanied by all applicable state and local rental, sales or use taxes (if any). No monthly installment, however, will be paid more than one month in advance. The Minimum Rental for any partial calendar month during the Term hereof shall be prorated on a per diem basis. If the Commencement Date is a day other than the first day of a calendar month, the prorated amount due shall be paid on the Commencement Date.

b. From the Commencement Date through the end of the initial Term, the Minimum Rental shall be as follows:

Months	Annual Rental Rate per rentable square foot	Annual Minimum Rental	Monthly Minimum Rental
1 – 9	Abated*	Abated*	Abated*
10 – 48	$5.50	$137,500.00	$11,458.33
49 - 128	$6.50	$162,500.00	$13,541.67
129 – 188	$7.50	$187,500.00	$15,625.00

*Minimum Rental only is abated during the first nine (9) months of the Term (the "**Abatement Period**") as shown above (the "**Abatement**"), which Abatement is valued at $103,124.97. The Abatement is conditioned upon Tenant's full and timely performance of all of its obligations under this Lease. If at any time during the first two (2) full Lease Years a monetary default by Tenant occurs which is not cured within applicable notice and cure periods, then the Abatement shall automatically be deemed void effective as of the date of this Lease, and Tenant shall promptly pay to Landlord, in addition to all other amounts due to Landlord under this Lease (and without waiver of Landlord's other rights and remedies for a monetary default under this Lease), the unamortized portion of the Abatement received by Tenant (amortized on a straight-line basis over one hundred eighty-eight (188) months) plus interest at the rate of ten percent (10%) per annum (or if less, the highest rate permitted by applicable law). The Abatement shall automatically be deemed as terminated one (1) day prior to the filing of a petition by or against Tenant: (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; or (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease.

c. The Minimum Rental, as adjusted, is referred to as the "**Minimum Rental**".

d. "**Additional Rental**" or "**Additional Rent**" means all sums of money required to be paid by Tenant under the terms of this Lease with the exception of Minimum Rental, but including, without limitation, Tenant's proportionate share (as defined in Section 3.3(b)) of Taxes relating to the Premises (which is a separate tax parcel) and Insurance of the Shopping Center (as the Premises are not insured separately from the remainder of the Shopping Center). Tenant agrees to directly perform and pay the cost of all non-structural maintenance, repair and replacement and other operating costs of the Premises (including without limitation the parking areas adjacent to the building on the Premises) as set forth in Section 3.3.

3.2. Percentage Rent.

a. There shall be no percentage rent payable under this Lease.

3.3. Operating Costs/Taxes and Insurance.

a. Commencing on the Commencement Date, Tenant shall be responsible for all costs relating to Tenant's repair and maintenance obligations under Section 5.2 of this Lease and the cost of operating the Premises ("**Operating Costs**"), together with the costs of operating, repairing, lighting, cleaning (including without limitation trash removal), maintaining, replacing awnings, restriping and resurfacing of the parking lot of the Premises, snow plowing of such parking lot, landscaping (including without limitation maintenance of grass and bushes), painting, securing, and managing the Premises and all other items of general property maintenance.

b. Commencing on the Commencement Date, Tenant shall pay to Landlord, as Additional Rental, Tenant's proportionate share of: (i) real property taxes, rates, duties and assessments, local improvement taxes, import charges or levies, whether general or special, that are levied, charged or assessed against the Premises by any lawful taxing authority whether federal, state, county, municipal, school or otherwise (other than income, inheritance and franchise taxes thereon) and the cost of seeking a reduction in any utility charges, governmental levies, charges or assessments (collectively, "**Taxes**"); and (ii) property, liability and other insurance coverages carried by Landlord for the Shopping Center, including without limitation deductibles (collectively, "**Insurance**"). Tenant's proportionate share of Taxes shall be 100% and of Insurance shall be computed by multiplying Insurance by a fraction, the numerator of which shall be the number of rentable square feet of the Premises (herein deemed conclusively to be the number of gross square feet set forth in Section 2.1 above) and the denominator of which shall be the number of rentable square feet of the Shopping Center. Tenant shall pay its proportionate share of Taxes and Insurance in monthly installments, without demand, deduction or setoff, along with monthly payments of Minimum Rental in such amounts as are, from time to time, estimated by Landlord. Estimates shall be revised not less than annually on the basis of actual Taxes and Insurance for the preceding year of operations. Should Taxes and Insurance be underestimated, Tenant shall pay any deficiency along with the payment of Minimum Rental next due and thereafter pay its adjusted proportionate share of Taxes and Insurance in equal monthly installments as herein provided. Any excess payments shall be credited against the payments of Taxes and Insurance next due.

c. For property tax purposes, to the extent allowed by law, Tenant waives all rights to protest or appeal the appraised value of the Premises, as well as the Shopping Center, and all rights to receive notices of reappraisement.

3.4. Advance Rental. Landlord agrees that Tenant is not required to submit a security deposit. Landlord acknowledges receipt from Tenant of an amount equal to Sixteen Thousand Four Hundred Twenty-Four and 98/100 Dollars ($16,424.98) as "**Advance Rental**", the same to be held as security for the performance by Tenant of all obligations imposed under this Lease which Tenant is required to perform prior to the commencement of the Term. If Tenant shall fail to perform such obligations, Landlord shall be entitled to apply this Advance Rental, pro tanto, against any damages which it may sustain by reason of Tenant's failure to perform such obligations, but such application shall not preclude Landlord from recovering greater damages if the same can be established. Otherwise, if Tenant shall faithfully perform all such obligations, then the Advance Rental shall be applied, pro tanto, by Landlord against the Minimum Rental first becoming due hereunder. No right or remedy available to Landlord as provided in this paragraph shall preclude or extinguish any other right or remedy to which Landlord may be entitled.

3.5. Intentionally Deleted.

3.6. Merchants' Association. There is not currently a merchants' association at the Shopping Center. If one is formed, Landlord agrees that Tenant may elect to join and maintain membership in good standing in a merchants' association composed of tenants having premises in the Shopping Center. The object of such merchants' association shall be, among other things, to assist the business of the tenants by sales promotions and center-wide advertising. Nothing in the by-laws or regulations or rules of said merchants' association shall be in conflict with the provisions of this Lease, and in the event of such conflict, the provisions of this Lease shall prevail.

3.7. Rent. As used herein, the term "Rent", "rent" or "rental" shall include Minimum Rental, Additional Rental, Tenant's share of Taxes and Insurance and all other additional charges or sums payable to Landlord hereunder. With each payment of rent due hereunder, Tenant shall pay to Landlord any and all sales or rental taxes from time to time imposed by any governmental authority in connection with rents paid by Tenant under this Lease.

3.8. Place of Payment. Tenant shall pay all rentals and other charges and render all statements herein prescribed to Landlord at the address designated in writing by Landlord.

3.9. Late Charges. If Tenant fails to pay within five (5) days of when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, then Tenant shall pay Landlord a late charge equal to five (5%) percent of each such installment. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Late charges are deemed Additional Rent. In no event shall this provision for the imposition of a late charge be deemed to grant to Tenant a grace period or an extension of time within which to pay any Rent due hereunder or prevent Landlord from exercising any right or remedy available to Landlord upon Tenant's failure to pay such Rent when due.

SECTION 4
USAGE

4.1. Use.

a. Tenant shall use, occupy, and operate in the Premises solely for the purpose of a full service gym and for no other purpose whatsoever (the "**Permitted Use**"). Included in the concept of a full service gym shall be the following components: physical therapy, sale of health related supplements, sale of health and sports drinks, clothing, food, tanning, yoga and similar classes, and fitness programs. Tenant covenants to continuously operate during the entire Term (including any applicable extensions or renewals hereof) upon the whole of the Premises during not less than the following business hours: Monday through Thursday, 5:00 a.m. to 10:00 p.m.; Friday 5:00 a.m. to 9:00 p.m.; Saturday, 7:00 a.m. to 6:00 p.m.; and Sunday, 8:00 a.m. to 4:00 p.m. (collectively, the "**Store Hours**"). Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of the maximum volume of business in and at the Premises. Tenant covenants and agrees to remain open for business at least during the Store Hours and such additional hours as shall be determined by Landlord. Landlord and Tenant agree that Tenant may adjust the Store Hours to accommodate the seasonal use of Tenant's customer base, with reasonable notice to Landlord.

b. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations affecting the Premises or any part thereof, or the use thereof, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, but expressly excluding any compliance relating to the structure of the Premises except to the extent relating to Tenant's use of the Premises (versus typical retail use), and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

4.2. <u>Operations by Tenant</u>. In regard to the use and occupancy of the Premises, Tenant will at its expense: (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior store surfaces of the Premises clean; (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality; (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any garbage, trash, rubbish or other refuse in rat-proof containers within the interior of the Premises until removed; (f) have such garbage, trash, rubbish and refuse removed from the Shopping Center periodically; (g) comply with all laws, ordinances, rules and regulations of governmental authorities and all recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (h) light the front show windows of the Premises and exterior signs and turn the same off to the extent required by Landlord; (i) keep the Premises sufficiently heated to prevent freezing in water pipes; (j) comply with and observe any recorded restrictive covenants and all rules and regulations established by Landlord from time to time which apply generally to all retail tenants in the Shopping Center; (k) procure, at its sole expense, any permits and licenses required for the transaction of business in the Premises; and (l) conduct its business in all respects in a dignified manner in accordance with high standards of store operation consistent with the quality of operation of the Shopping Center as determined by Landlord and provide an appropriate mercantile quality comparable with the entire Shopping Center.

In regard to its use and occupancy of the Premises and the Common Areas, Tenant will have the right to use the Premises for any use that is consistent with the definition contained in 4.1 (a) above. Tenant will not: (n) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises so as to obstruct any driveway, corridor, footwalk, parking area or any other Common Areas; (o) use or permit the use of any objectionable advertising medium such as, without limitation, flashing lights, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the boundaries of the Shopping Center, which is in any manner audible or visible outside of the Premises; (p) permit undue accumulations of or burn garbage, trash, rubbish or other refuse within or without the Premises; (q) cause or permit objectionable odors to emanate or to be dispelled from the Premises; (r) solicit business in the parking area or any other Common Areas; (s) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking area or any other Common Areas; (t) permit the parking of vehicles so as to interfere with the use of any driveway, corridor, footwalk, parking area or other Common Areas; (u) receive or ship articles of any kind outside the designated loading areas for the Premises; (v) use any Common Areas for the sale or display of any merchandise or for any other business, occupation or undertaking; (w) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises (but this provision shall not restrict the absolute freedom of Tenant in determining its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales); (x) use or permit the use of any portion of the Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for similar shopping centers conducted in accordance with good and generally accepted standards of operation; or (y) place a load upon any floor which exceeds the floor load which the floor was designed to carry.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall not use or permit the use of space in the Premises for any of the following: (a) any bowling alley; (b) any arcade; (c) any bar, tavern or cocktail lounge; (d) intentionally deleted; (e) any nightclub, discotheque, dance hall, billiard or pool hall; (f) any secondhand or surplus store; (g) any mobile home park or trailer court; (h) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (i) any fire sale, bankruptcy sale or auction house operation; (j) any "wholesale" or "factory outlet" store, cooperative store, "second hand" store, "surplus" store or store commonly referred to as a "discount house"; (k) any central laundry or dry cleaning plant or laundromat; (l) any automobile, truck, trailer, R.V., boat, or other motor vehicle sales, rental, leasing, display, repair, maintenance, warehouse or car wash; (m) any skating rink; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital, animal raising facilities or pet shop; (p) any mortuary; (q) any massage parlor; (r) any establishment selling or exhibiting drug or pornographic materials as more particularly described below; (s) any restaurant; (t) any movie or other theater; (u) any separately demised newsstand; or (v) any use in conflict with any prohibited uses affecting Landlord or the Shopping Center or with the exclusive use rights of other tenants.

Tenant acknowledges that it is Landlord's intent that the Shopping Center be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any pornographic, lewd, suggestive, or "adult" newspaper, book, magazine, film, videotapes, picture, representation or merchandise of any kind.

Tenant recognizes that the use and care provisions contained in this Section 4.2 are reasonable and necessary for the protection of the Shopping Center's operations and Landlord's legitimate business interests, goodwill with the public and relations with tenants. Tenant acknowledges that any breach or violation of the use and care provisions contained in this Section 4.2 will cause substantial damages and irreparable harm to Shopping Center and Landlord for which there may be no adequate remedy at law. Thus, in addition to any other remedies, Landlord will be entitled to temporary and/or permanent injunctive relief to enforce the provisions of this Lease without the necessity of proving actual damages or posting bond or other security.

4.3. Trade Name. Tenant shall operate in the Premises solely under the trade name krux fitness and under no other name without the written consent of Landlord.

4.4. Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations attached hereto as Exhibit F and made a part hereof by this reference, and with all other Rules and Regulations (and amendments and modifications to same) that Landlord may from time to time reasonably adopt for the safety, operation, care and cleanliness of the Shopping Center or the preservation of good order therein. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the Shopping Center.

4.5. Retail Restriction Limit. Tenant acknowledges that Tenant's monetary contribution to Landlord (in the form of Rental) and Tenant's general contribution to commerce within the Shopping Center (also important in Landlord's determination to execute this Lease with Tenant) will be substantially reduced if, during the Term, either Tenant or any person, firm or corporation, directly or indirectly controlling, controlled by or under common control with Tenant shall directly or indirectly operate, manage, conduct or have any interest in any establishment within commercial proximity of the Shopping Center which competes with the Permitted Use.

4.6. Roof and Walls. Landlord shall have the exclusive right to use all or any part of the Premises for any purpose; to erect other structures over all or any part of the Premises; and to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be denied. Tenant further agrees that Landlord may make any use it desires of the side or rear walls of the Premises, provided that there shall be no encroachment upon the interior of the Premises.

4.7. Common Area Control. Landlord grants to Tenant and his agents, employees and customers a non-exclusive license to use the Common Areas in common with others during the Term, subject to the exclusive control and management thereof at all times by Landlord. Landlord shall have the right at all times, in its sole discretion, to change the location, nature and/or use of any portion of the Common Areas, the Shopping Center or any part thereof as Landlord may from time to time determine.

4.8. Management and Operation of Common Areas. Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner reasonably deemed by Landlord to be reasonable and appropriate and in the best interests of the Shopping Center (provided that Tenant shall be responsible for the maintenance and repair of the parking areas within the Premises, including without limitation resurfacing and restriping of such parking areas). Landlord will have the right (a) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (b) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the parking areas and other Common Areas; (c) to enforce parking charges (by operation of meters or otherwise) with appropriate provisions for free parking ticket validation by tenants; (d) to close all or any portion of said parking areas or other Common Areas to such extent as may, in the reasonable opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (e) to close temporarily any or all portions of the Common Areas; (f) to discourage non-customer parking; and (g) to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable.

4.9. Employee Parking Areas. Landlord reserves the right to designate within the Shopping Center an employee parking area, and in such event Tenant and its employees shall park their cars only in such areas designated for that purpose by Landlord.

SECTION 5

ALTERATIONS, REPAIRS AND MAINTENANCE

5.1. Alterations by Tenant. Tenant shall not make any structural alterations to the Premises with a cost in excess of $10,000 (including but not limited to alterations to the exterior, the storefront, signs and/or utility lines or systems within or serving the Premises) nor secure any fixture or apparatus to the Premises without Landlord's prior written approval and Tenant shall promptly remove upon order from Landlord any decoration or alteration made or installed upon the Premises without Landlord's prior written consent. Landlord agrees to respond to Tenant's request for approval of a structural alteration in excess of $10,000 within five (5) Business Days of Tenant making the request for approval. Landlord's failure to respond to Tenant's request for approval of a structural alteration in excess of $10,000 within five (5) Business Days of Tenant making the request for approval, shall be deemed to be an approval by Landlord of Tenant's request. Tenant acknowledges that it will be wholly responsible for any accommodations or alterations which need to be made to the Premises to accommodate disabled employees and customers of Tenant, including without limitation, the requirements under the Americans with Disabilities Act. All alterations, fixtures, betterments and improvements made to or installed upon the Premises shall remain upon the Premises, and shall become Landlord's property upon the expiration or earlier termination of this Lease unless Landlord shall require Tenant to restore the Premises to its original condition.

5.2. Repairs and Maintenance by Tenant. Landlord shall keep the structural portions of the Premises in good repair, at Landlord's expense, provided that Tenant shall give Landlord written notice of the necessity for such repair as same affects the Premises. Tenant shall keep the interior non-structural portions of the Premises, together with the storefront and all windows, plate glass and doors of the Premises, and all electrical, plumbing, heating, ventilating, air conditioning, sprinkler systems and any other mechanical installations serving the Premises, whether or not in or under the floor slab or on the roof of the Premises, in good working order and repair, at its expense, including without limitation replacements thereof, except however that if any repairs are such that they will affect any structural portion of the Premises including the roof or floor slab or any common systems serving other leased space in the Shopping Center, then Tenant shall so notify Landlord in writing, and Landlord may elect, upon the agreement of Tenant, to make such repairs without liability to Tenant and at Tenant's cost, payable within thirty (30) days of invoice as additional rent hereunder. Tenant, at its sole cost and expense, agrees to employ during the Term of this Lease either Tenant employees licensed and experienced for maintenance and repair of the heating, cooling and ventilating units ("**HVAC**") or a suitable contractor reasonably approved by Landlord to perform Tenant's obligations for HVAC of the Premises, including at least semiannual inspections and cleaning of the HVAC system together with such servicing as each such inspection discloses or as shall be reasonably required by Landlord. Tenant shall deliver to Landlord within (10) days after the Commencement Date a copy of Tenant's service agreement with an appropriate HVAC contractor, or the proof of employment or subcontractor status of the HVAC contractor selected by Tenant (provided that any such employee or subcontractor is a licensed HVAC technician experienced in HVAC maintenance and repair). If Tenant ever enters into a different service agreement replacing the original agreement, Tenant shall deliver to Landlord within ten (10) days after entering into the replacement service agreement a copy of such replacement service agreement. Tenant shall promptly repair, at its expense, any damage to the Premises caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage may be caused, unless caused solely by the affirmative acts or negligence of Landlord, its agents or employees. In the event Tenant fails to make such repairs within thirty (30) days of actual notice of the defect, Landlord may, at its option, but need not, make same and Tenant agrees to pay Landlord as additional rent the cost thereof promptly upon demand by Landlord plus fifteen percent (15%) of such cost for Landlord's overhead and administrative costs. Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises and shall install at Tenant's sole expense, after first obtaining Landlord's written approval, any additional electric wiring that may be required in connection with Tenant's apparatus, equipment or fixtures.

5.3. Liens. Tenant hereby defends, indemnifies and holds Landlord harmless from and against, and shall keep the Premises and the Shopping Center free from liens for any work performed, material furnished, or obligations incurred by Tenant, which indemnity shall survive the expiration or earlier termination of this Lease. Should liens or claims be filed against the Premises or the Shopping Center by reason of Tenant's acts or omissions, Tenant shall cause same to be discharged by bond or otherwise within fifteen (15) days after filing. In the event such lien is not removed within the time set forth herein, Landlord, at its sole option, may immediately take all action necessary to release and remove such lien. All sums, costs and expenses, including reasonable attorneys' fees and costs incurred by Landlord in connection with such lien shall be deemed Additional Rent and shall be due and payable within thirty (30) days from the date that Landlord incurred the expense.

5.4. Sign and Displays. Tenant shall not place or have placed or maintained on the exterior of or within the Premises, the Common Areas or at any other location within the boundaries of the Shopping Center any sign, awning or advertising without the prior written consent of Landlord, which consent shall not be unreasonably withheld and shall be granted or denied within five (5) Business Days after receipt of all information which is reasonably required by Landlord. Tenant agrees to have erected and/or installed and fully operative on or before the Commencement Date of this Lease a storefront sign in accordance with Landlord's sign criteria and applicable laws. All signage shall be installed and maintained in good repair at Tenant's sole cost and expense and subject to Tenant's receipt of applicable permits therefor. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising out of Tenant's installation, use or maintenance of its signage. Landlord shall have the exclusive right to use the roof and Tenant shall not affix any sign or aerial to the roof of the Premises. All articles, displays, signs or other similar promotional materials and the arrangement, style, color and general appearance thereof, in the interior of the Premises including, without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be in keeping with the character and standards of the improvements within the Shopping Center, as determined by Landlord. Landlord reserves the right to require Tenant to correct any nonconformity.

5.5. Sidewalks. Tenant agrees that it shall keep the sidewalks and parking areas of the Premises free from obstructions of all nature, properly swept, and snow and ice removed therefrom.

5.6. Contractors. All work described in this Section 5 shall be performed only by contractors and subcontractors approved in writing by Landlord, with Landlord's approval not being unreasonably withheld and shall be granted or denied within five (5) Business Days after receipt of all information which is reasonably required by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require. All work affecting the roof of the Shopping Center must be performed by Landlord's roofing contractor or a contractor approved by Landlord, with Landlord's approval not being unreasonably withheld, and no such work will be permitted if it would void or reduce the warranty on the roof.

SECTION 6

DAMAGE, DESTRUCTION OR CONDEMNATION

6.1. Casualty. Except as otherwise provided herein, if the Premises are damaged by fire or other insured casualty and such damage does not equal or exceed forty percent (40%) of the replacement cost thereof, the damage shall be promptly repaired by Landlord to the extent of the insurance proceeds available therefor plus the deductible. Until repairs to the Premises are completed by Landlord, Minimum Rental shall be abated in proportion to the part of the Premises, if any, which is unusable by Tenant in the conduct of its business, but if the damage is due to the fault or neglect of Tenant or its employees, agents or invitees, there shall be no abatement of rent. If: (a) the Premises is damaged to the extent of more than forty percent (40%) of the replacement cost thereof; or (b) the Shopping Center or building in which the Premises is located is damaged by fire or other insured casualty to the extent of twenty-five percent (25%) or more of the replacement cost thereof; or (c) any damage to the Premises cannot, in Landlord's sole discretion, be repaired within ninety (90) days of the date of such damage; or (d) the Premises is damaged or destroyed during the last thirty percent (30%) of the Term hereof; then Landlord may at its sole option terminate this Lease by written notice to Tenant. Landlord shall notify Tenant of its election to terminate within thirty (30) days following its receipt of notification of the availability of insurance proceeds for such repairs or restorations. If Landlord does not elect to terminate this Lease, it will commence promptly such repairs and restorations and prosecute same to completion with due diligence.

If Landlord should elect or be obligated pursuant to this Section 6.1 to repair or rebuild because of any damage or destruction, Landlord's obligation shall be limited to the basic building and any other work or improvements which may have been originally performed or installed at Landlord's expense. If the cost of performing Landlord's obligation exceeds the deductible and the actual proceeds of insurance paid or payable to Landlord on account of such casualty, Landlord may terminate this Lease.

Upon the termination of this Lease pursuant to the provisions of this Section 6.1, the parties shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and be then unpaid. In the event of such termination, all of Tenant's insurance proceeds covering Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other personal property, shall be disbursed and paid to Landlord.

6.2. Condemnation. If the whole of the building on the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made in such taking or condemnation. Tenant shall in no event be entitled to any award for the value of the unexpired Term. In the event of a partial taking or condemnation which does not result in the termination of this Lease, Minimum Rental shall be apportioned according to the part of the Premises remaining useable by Tenant.

SECTION 7
UTILITIES

7.1. Payment. Tenant shall promptly pay all charges for utilities and other services furnished to the Premises whether by Landlord or the applicable utility company. Landlord shall not be liable for any interruptions or curtailment in utility services due to causes beyond the reasonable control of Landlord or due to Landlord's alteration, repair or improvement of the Premises or the Shopping Center.

7.2. Utilities. Landlord shall have the right to run utility lines, pipes, roof drainage pipes, conduit, wire, ductwork or sprinkler systems where necessary, through, in or beneath the Premises and to maintain the same in a manner which does not unduly interfere with Tenant's use thereof. Tenant shall not install any equipment which exceeds or overloads the capacity of the utility facilities serving the Premises.

SECTION 8
INDEMNIFICATION

8.1. Indemnification. Tenant hereby agrees to indemnify, defend and hold Landlord, its partners, trustees, officers, directors, shareholders, beneficiaries, agents and employees harmless from and against any and all claims, damages, liabilities or expenses arising out of (a) Tenant's use of the Premises; (b) any and all claims arising from any breach or default in the performance of any obligation of Tenant; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Tenant further releases Landlord from liability for any damages sustained by Tenant or any other person claiming by, through or under Tenant due to the Premises, or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident, including but not limited to any damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts or omissions of co-tenants or other occupants of the Shopping Center. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk. Landlord shall not be liable for any damage to or loss of Tenant's personal property, inventory, fixtures or improvements, from any cause whatsoever except the affirmative acts of proven negligence of Landlord, and then only to the extent not covered by insurance to be obtained by Tenant in accordance with Section 9 hereof.

SECTION 9
INSURANCE

9.1. Liability Insurance. Tenant shall maintain at its sole expense during the Term hereof, commercial liability insurance with broad form contractual liability coverage and with coverage limits of not less than Two Million Dollars ($2,000,000.00) combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages purchased or received from Tenant, if the sale or distribution of alcoholic beverages is permitted in the Premises. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligations hereunder. Tenant shall also keep in force insurance against loss or damage to plate glass in or on the Premises and fire and extended coverage insurance for the full replacement value of Tenant's improvements and Tenant's property, including, but not limited to, inventory, trade fixtures, furnishings and other personal property. Tenant shall also maintain boiler and machinery insurance on the heating, ventilating and air conditioning system serving the Premises. All such policies shall be written by companies reasonably satisfactory to Landlord, and Tenant will cause such insurance policies to name Landlord as additional insured and to be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by the policy. In addition, Tenant shall keep in force Worker's Compensation or similar insurance to the extent required by law. Tenant shall deliver said policies or certificates thereof to Landlord prior to commencement of any tenant improvements and occupancy of the Premises. Should Tenant fail to effect the insurance called for herein Landlord may, at its sole option, procure said insurance and pay the requisite premiums, in which event, Tenant shall pay all sums so expended to Landlord as Additional Rental following invoice and promptly upon demand. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Landlord thirty (30) days' prior written notice before the policy or policies in question shall be altered or cancelled.

9.2. Increase in Insurance Premium. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(ies) carried by Landlord on the Premises or on the Shopping Center or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, permitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the premium or rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Shopping Center to be increased beyond the minimum rate from time to time applicable to the Premises or to any such other property for the use or uses made thereof, Tenant will pay, as additional rental, the amount of any such increase promptly upon Landlord's demand.

9.3. No Subrogation. Landlord and Tenant each waive any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy that covers the Shopping Center, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such loss. Landlord and Tenant each hereby waive any right of subrogation and right of recovery or cause of action for injury including death or disease to respective employees of either as covered by Worker's Compensation (or which would have been covered if Tenant or Landlord as the case may be, was carrying the insurance as required by this Lease). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

SECTION 10
DEFAULT

10.1. Default by Tenant. In the event that Tenant (a) fails to pay all or any portion of any sum due from Tenant hereunder or pursuant to any Exhibit hereto; (b) fails to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord; (c) fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the terms, covenants and conditions hereof; (d) fails to conduct business in the Premises as herein required; (e) commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any year; (f) becomes bankrupt, insolvent or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a substantial portion of Tenant's assets; files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation of law [any or all of the occurrences in this Section 10.1(f) shall be deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any Guarantor of this Lease]; (g) commits waste to the Premises; or (h) is otherwise in breach of Tenant's non-monetary obligations under this Lease and shall not have cured same within thirty (30) days after written notice from Landlord; then Tenant shall be in default hereunder and Landlord may, at its option and without further notice to Tenant, terminate Tenant's right to possession of the Premises and without terminating this Lease re-enter and resume possession of the Premises and/or declare this Lease terminated, and may thereupon in either event to the extent permitted by law remove all persons and property from the Premises, with or without resort to process of any court, either by force or otherwise. Notwithstanding such re-entry by Landlord, Tenant hereby indemnifies, defends and holds Landlord harmless from and against any and all loss or damage which Landlord may incur by reason of the termination of this Lease and/or Tenant's right to possession hereunder, which indemnity shall survive the expiration or earlier termination of this Lease. In no event shall Landlord's termination of this Lease and/or Tenant's right to possession of the Premises abrogate Tenant's agreement to pay rent and additional charges due hereunder for the full Term hereof. Following re-entry of the Premises by Landlord, Tenant shall continue to pay all such rent and additional charges as same become due under the terms of this Lease, together with all other expenses incurred by Landlord in regaining possession until such time, if any, as Landlord relets same and the Premises are occupied by such successor, it being understood that Landlord shall have no obligations to mitigate Tenant's damages by reletting the Premises except as required by law. Upon reletting, sums received from such new lessee by Landlord shall be applied first to payment of costs incident to reletting (including, without limitation, reasonable attorneys' fees); any excess shall then be applied to any indebtedness to Landlord from Tenant other than for Minimum Rental and Additional Rental due and unpaid. The balance, if any, shall be applied against the deficiency between all amounts to be received hereunder and sums to be received by Landlord on reletting, which deficiency Tenant shall pay to Landlord within five (5) days of notice of same from Landlord. Tenant shall have no right to any proceeds of reletting that remain following application of same in the manner set forth herein.

Any action taken by Landlord under this Section shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for rent hereby or otherwise, and Tenant shall remain responsible to Landlord for any loss and/or damage suffered by Landlord by reason of Tenant's default or breach. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

10.2. Rights and Remedies of Landlord. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon notice to Tenant to cure any breach by Tenant at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand.

10.3. Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "**Bankruptcy Code**") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days following request by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the Trustees will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (c) provides adequate assurance of performance during the fully stated Term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (i) of the source of rent reserved hereunder; and (ii) that the assumption of this Lease will not breach any provision hereunder. In the event of a filing of a petition under the Bankruptcy Code, Landlord shall have no obligation to provide Tenant with any services or utilities as herein required unless Tenant shall have paid and be current in all payments of Texas, Insurance, utilities or other charges therefor.

10.4. **Confession of Judgment**.

POWER TO CONFESS JUDGMENT: FOLLOWING EXPIRATION OF TENANT'S NOTICE AND CURE PERIODS UNDER SECTION 10 OF THIS LEASE, TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OR ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE TO APPEAR FOR TENANT, UPON DEFAULT AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST TENANT IN FAVOR OF THE TRUST FOR THE UNPAID OBLIGATIONS HEREUNDER, INCLUDING WITHOUT LIMITATION ALL ACCRUED AND UNPAID RENT OR OTHER AMOUNTS PAYABLE HEREUNDER, WHETHER BY ACCELERATION OR OTHERWISE, WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S FEES WITH RELEASE OF ALL ERRORS, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED.

NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE, OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS THE TRUST SHALL ELECT, UNTIL SUCH TIME AS ALL OBLIGATIONS HEREUNDER SHALL HAVE BEEN SATISFIED.

WHEN THIS LEASE SHALL HAVE EXPIRED OR BE TERMINATED BY REASON OF THE BREACH OF ANY PROVISION HEREOF, IT SHALL BE LAWFUL FOR ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA TO APPEAR FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION FOR CONFESSION

OF JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY THE TRUST OR POSSESSION OF THE PREMISES, FOR

WHICH THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE A SUFFICIENT WARRANT, WHEREUPON, IF THE TRUST SO DESIRES, A WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE TERMINATED AND POSSESSION REMAIN IN OR BE RESTORED TO TENANT, THE TRUST SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OR EXPIRATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION AS AFORESAID. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THAT POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS THE TRUST SHALL ELECT.

BY SIGNING THIS INSTRUMENT, TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE (INCLUDING, WITHOUT LIMITATION, THE CONFESSIONS SET FORTH HEREIN), HAS HAD THE OPPORTUNITY TO HAVE THE SAME REVIEWED BY LEGAL COUNSEL, UNDERSTANDS THE SAME, AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, THE CONFESSION OF JUDGMENT PROVISIONS, AND UNDERSTANDS THAT A CONFESSION OF JUDGMENT CONSTITUTES A WAIVER OF RIGHTS TENANT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE A JUDGMENT IS ENTERED AGAINST TENANT AND WHICH MAY RESULT IN A COURT JUDGMENT AGAINST TENANT WITHOUT PRIOR NOTICE OR HEARING AND THAT THE OBLIGATIONS MAY BE COLLECTED FORM TENANT REGARDLESS OF ANY CLAIM TENANT MAY HAVE AGAINST THE TRUST OR OTHERWISE.

Tenant's Initials

<u>POWER TO EXECUTE ON A JUDGMENT WITHOUT HEARING</u>: TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OR ANY COURT OF RECORD OR THE SHERIFF, WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO TAKE ALL ACTION ALLOWED BY OR PROVIDED FOR IN THE PENNSYLVANIA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE RULES OF CIVIL PROCEDURE TO EXECUTE ON ANY JUDGMENT ENTERED AGAINST TENANT PURSUANT TO ONE OR BOTH CONFESSION OF JUDGMENTS SET FORTH ABOVE WITHOUT PRIOR NOTICE OR HEARING OF ANY NATURE WHATSOEVER, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED. NO SINGLE EXERCISE OF THE FOREGOING POWER TO EXECUTE ON JUDGMENTS WITHOUT A HEARING SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL

CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE TRUST SHALL ELECT.

BY SIGNING THIS LEASE TENANT HEREBY ACKNOWLEDGES THAT TENANT HAS READ THIS LEASE (INCLUDING, WITHOUT LIMITATION, THE CONFESSION OF JUDGMENT AND THE POWER TO EXECUTE ON A JUDGMENT WITHOUT A HEARING), HAS HAD THE OPPORTUNITY TO HAVE THE SAME REVIEWED BY LEGAL COUNSEL, UNDERSTANDS AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATIONS, THE POWERS TO EXECUTE ON JUDGMENT WITHOUT A HEARING, AND UNDERSTANDS THAT THE POWER TO EXECUTE ON A JUDGMENT WITHOUT A HEARING CONSTITUTES A WAIVER OF RIGHTS TENANT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE EXECUTION ON A JUDGMENT, AND THAT THE OBLIGATIONS MAY BE COLLECTED FROM TENANT REGARDLESS OF ANY CLAIM THAT TENANT MAY HAVE AGAINST THE TRUST OR OTHERWISE.

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Tenant's Initials

10.5. Default by Landlord. If Landlord shall breach any warranty or fail to perform any covenant required to be performed by Landlord under the terms of this Lease and such breach or failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant or if Landlord shall fail to pay any sums due to Tenant under this Lease on the date the same shall become due and payable hereunder, and such failure shall continue for a period of thirty (30) days after receipt by Landlord of written notice thereof from Tenant [unless such default is of such a nature that it cannot be cured within said thirty (30) day period, in which event Landlord shall not be in default hereunder if it shall have commenced to cure said default within said thirty (30) day period and diligently prosecute said cure to completion], then Tenant may, as its sole remedy under this Lease, bring suit to recover from Landlord all sums due Tenant from Landlord together with interest at the rate of twelve percent (12%) per annum thereon.

SECTION 11
TRANSFERS, ASSIGNMENT AND SUBLETTING

11.1. Assignment and Subletting. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or otherwise transfer, mortgage, pledge, encumber or permit any lien to attach to this Lease, or sublet the Premises or any part thereof (all of the foregoing collectively referred to as a "**Transfer**") without the prior written consent of Landlord, which consent Landlord will not unreasonably withhold. Any attempted Transfer shall be void ab initio. No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord's consent to any Transfer shall not be deemed consent to any subsequent Transfers. In the event Tenant requests Landlord's consent to any Transfer, Tenant shall reimburse Landlord for all third party costs and expenses incurred by Landlord to review any such proposed Transfer, together with an administrative fee to Landlord of up to $1,500 whether or not Landlord consents to such Transfer.

11.2. Voting Control. If Tenant is a corporation and if the person, persons or entity(ies) who own a majority of its voting shares at the time of execution hereof cease to own a majority of such shares at any time hereafter, Tenant shall promptly so notify Landlord thereof, and whether or not Tenant has notified Landlord thereof, Landlord may terminate this Lease by notice to Tenant effective ninety (90) days from the date of such notice from Tenant or the date on which Landlord first has knowledge of such transfer, whichever shall first occur.

11.3. Dissolution of Partnership. If Tenant is a partnership or if any partner or partners withdraw from the partnership, or if the partnership is otherwise dissolved, or control of the partnership changes, Tenant promptly shall so notify Landlord. In the event of such withdrawal or dissolution, Landlord may terminate this Lease by notice to Tenant effective ninety (90) days from the date of such notice from Tenant or the date on which Landlord first has knowledge of such withdrawal or dissolution, whichever shall first occur.

11.4. Member Control. If the person, persons or entity(ies) who own a majority of the membership interests of Tenant at the time of execution hereof cease to own a majority of such interests at any time thereafter, Tenant shall promptly so notify Landlord thereof, and whether or not Tenant has notified Landlord thereof, Landlord may terminate this Lease by notice to Tenant effective ninety (90) days from the date of such notice from Tenant or the date on which Landlord first has knowledge of such transfer, whichever shall first occur.

SECTION 12
SUCCESSION TO LANDLORD'S INTEREST

12.1. Attornment. Tenant shall attorn and be bound to any of Landlord's successors under all terms, covenants and conditions of this Lease for the balance of the remaining Term.

12.2. Subordination. This Lease shall be subordinate to the lien of any mortgages, deeds of trust or security agreements ("**Mortgages**") or the lien resulting from any other method of financing or refinancing now or hereafter in force against the Shopping Center, any portion thereof, or upon any buildings hereafter placed upon the land upon which the Premises are a part, and to any and all advances to be made under such Mortgages, and all renewals, modifications, extensions, consolidations and replacements thereof.

12.3. Instrument Evidencing Subordination and Attornment. The aforesaid provisions of Sections 12.1 and 12.2 shall be self-operative and no further instruments evidencing them shall be required. Tenant covenants and agrees, however, to execute and deliver, upon demand, such further instrument or instruments subordinating this Lease on the foregoing basis to the lien of any such Mortgages or other such financing as shall be desired by Landlord and any mortgages or proposed mortgagees, and/or attorning to a subsequent landlord, and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver such instrument or instruments within ten (10) days after written notice to Tenant to do so.

SECTION 13
SURRENDER OF PREMISES

13.1. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in "broom clean" condition and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed in the Premises.

13.2. Written Acceptance. No act or thing done by Landlord, agent or employee of Landlord, during the Term shall be deemed to constitute an acceptance by Landlord of a surrender of Premises unless such intent is specifically acknowledged in writing signed by Landlord.

13.3. Holding Over. Tenant shall not occupy the Premises after the Expiration Date without Landlord's consent. If, after the Expiration Date, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only upon all the provisions of this Lease (except as to Term and Minimum Rental). Monthly installments of Minimum Rental payable by Tenant during this period shall be increased by Twenty-Five Percent (25%) of the monthly Minimum Rental payable by Tenant in the final month of the Term. Such monthly rent shall be payable as set forth herein. In addition, Tenant shall be liable for all damages incurred by Landlord by reason of Tenant's retention of the Premises as set forth in Section 2.3.

SECTION 14
MISCELLANEOUS

14.1. Attorney's Fees. The non-prevailing party in any suit between the parties shall reimburse the reasonable attorney's fees incurred by the prevailing party in the enforcement of any of the terms, covenants or provisions hereof.

14.2. Past-Due Interest. In the event Tenant fails to make any payment to Landlord within five (5) days after the same becomes due, then in addition to all rights, powers and remedies provided herein, by law or otherwise, Landlord shall be entitled to recover from Tenant, on demand, interest at the rate of twelve percent (12%) per annum (or the highest rate permitted by applicable law, whichever is lower) on all overdue installments of Rent and on overdue amounts of any other monetary obligations of Tenant, in each case from the due date thereof until paid in full.

14.3. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the charges herein stipulated shall be deemed to be other than on account of the earliest stipulated charges, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover subsequently the balance of any amounts due hereunder or to pursue any other remedy provided herein.

14.4. Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THIS LEASE.

14.5. Brokers. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease other than Metro Commercial Real Estate, Inc., and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Landlord shall be responsible for the commission of Metro Commercial Real Estate, Inc. under a separate agreement

14.6. Waiver. No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act. No agreement by Landlord to accept Tenant's surrender of the Premises shall be valid unless in writing.

14.7. Right of Entry. Landlord shall have free access to the Premises at all reasonable times to inspect same and to make such repairs, additions, improvements, changes or alterations to the Premises or the Shopping Center, as Landlord may elect to make. Tenant agrees that on and after one hundred eighty (180) days next preceding the expiration date of the Term hereof, Landlord or its agents shall have the right to show the Premises to potential tenants and to place notices offering the Premises for lease or sale on any part of the Premises.

14.8. Successors and Assigns. Except as otherwise provided herein, this Lease shall be binding and inure to the benefit of parties hereto and their respective heirs, personal representatives, executors, successors and permitted assigns.

14.9. Headings, Captions and References. The section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. Additionally, feminine or neuter pronouns may be substituted for masculine and the plural may be substituted for singular or singular for plural.

14.10. Survival of Obligations. The provisions of this Lease with respect to any obligation of Tenant to pay any sum owing in order to perform any act after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

14.11. Landlord and Tenant Relationship. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

14.12. Quiet Enjoyment. Landlord hereby covenants and agrees that if Tenant shall fully and faithfully perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Term hereof have the peaceable and quiet enjoyment and possession of the Premises without hindrance from Landlord or any person or persons lawfully claiming the Premises by, through or under Landlord.

14.13. Notices.

a. Any notice required or permitted to be given hereunder shall be in writing and may be given by: (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified below; (2) hand delivered to the intended addressee; or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon the earlier to occur of actual receipt, one (1) Business Day following deposit with a nationally recognized overnight courier service prepaid and designated for next Business Day delivery, or three (3) days following deposit in the United States mail. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

If to Landlord, to:

c/o CIII Asset Management
5221 N. O'Connor Blvd., Suite 600
Irving, TX 75039
Attention: Asset Manager

If to Tenant, to:

The Premises

b. If any Mortgagee of Landlord shall notify Tenant that it is the holder of a Mortgage affecting the Premises, no notice, request or demand thereafter sent by Tenant to Landlord shall be effective unless and until a copy of the same shall also be sent to such Mortgagee in the manner prescribed herein, and to such address as such Mortgagee shall designate.

14.14. Representations. Tenant acknowledges that neither Landlord nor Landlord's agents, employees or contractors have made any representations or promises with respect to the Premises, the Shopping Center or this Lease except as expressly set forth herein.

14.15. Limitation on Right of Recovery Against Landlord. Tenant acknowledges and agrees that the liability of Landlord under this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Shopping Center shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from Landlord's interest in the Shopping Center and any judgments rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the Shopping Center. No personal judgment shall lie against Landlord upon extinguishment of its rights in the Shopping Center and any judgment so rendered shall not give rise to any right of execution or levy against Landlord's assets. For the purposes of this paragraph, the term "Landlord" shall mean and include all partners of Landlord (if Landlord is a partnership) and all members and managers of Landlord (if Landlord is a limited liability company). Additionally, to the extent allowed by law, Tenant hereby waives any statutory lien it may have against Landlord or its assets, including without limitation, the Shopping Center. The provisions hereof shall inure to Landlord's successors and assigns, including any Mortgagee. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord.

14.16. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant or in the capacity of Guarantor, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several with the other signatories, and all notices, payments and agreements given or made by, with or to any one or more of them, shall be binding upon each and all of the persons or entities executing this Lease as Tenant with the same force and effect as if each and all of them had so acted or so given or received such notice or made such payment or so signed all of them. In like manner, if Tenant shall be a partnership or other business association, the members of which are, by virtue or statute or federal law, subject to personal liability of each such member shall be joint and several. Guarantor hereby agrees to payment of all of Tenant's obligations hereunder.

14.17. No Discrimination. It is intended that the Shopping Center shall be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Shopping Center without discrimination because of race, creed, color, sex, age, national origin or ancestry. To that end, Tenant shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of the race, creed, color, sex, age, national origin or ancestry of such person or group of persons.

14.18. Corporate Tenants. In the event Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: (a) Tenant is a duly constituted corporation qualified to do business in the state in which the Shopping Center is located; (b) all Tenant's franchise and corporate taxes have been paid to date; (c) all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and (d) such persons are duly authorized by the board of directors of such corporation to execute and deliver this Lease on behalf of the corporation.

14.19. Personal Guarantee. In the event one or more Guarantors is set forth in Section 1.5, each such Guarantor will execute the guarantee attached as Exhibit H.

14.20. Force Majeure. In the event either Landlord or Tenant shall be delayed, hindered or prevented from the performance of any act required hereunder, by reason of war, governmental restrictions, civil commotion, shortage of labor or materials, strikes, fire, or any other reason beyond their control, the performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended as necessary to complete performance after the delayed period. However, the provisions of this paragraph shall in no way be applicable to Tenant's obligations to pay rental or any other sums, monies, costs, charges or expenses required by this Lease.

14.21. Jurisdiction. The laws of the state in which the Premises are located shall govern the interpretation, validity, performance and enforcement of this Lease.

14.22. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no subsequent amendment or agreement shall be binding upon either party unless it is signed by each party. The submission of this Lease shall not constitute a reservation of or option for the Premises or an offer to lease by Landlord and this Lease shall not be binding unless and until it is signed by Landlord and Tenant.

14.23. Memorandum of Lease. Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney for the purpose of executing and recording a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord, which power of attorney is coupled with an interest and is non-revocable.

14.24. Intentionally Deleted.

14.25. Hazardous Materials. Tenant shall not cause or permit the use, generation, storage or disposal in or about the Premises or Shopping Center of any substances, materials or wastes subject to regulation under any federal, state or local statute, law, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or hazardous, toxic or radioactive materials (hereinafter "Hazardous Material") unless Tenant shall have received Landlord's prior written consent, which consent Landlord may withhold or at any time revoke at its sole discretion. If Tenant uses, generates, stores or disposes of any Hazardous Materials in or about the Premises, Tenant shall obtain all necessary permits and comply with all statutes, regulations, and rules applicable to such activity. Furthermore, Landlord shall have the right to require that Tenant deliver periodic environmental audits of the Premises evidencing that no violations have occurred. Tenant shall indemnify, defend and hold Landlord harmless from and against all liability (including, without, limitation strict liability), cost, claim, penalty, expense and fees (including court costs and attorneys' fees) arising from Tenant's use, generation, storage or disposal of Hazardous Materials in or about the Premises or Shopping Center. This section and the indemnity set forth herein shall survive the expiration or earlier termination of this Lease.

14.26. Shopping Center Name. Landlord reserves the right at any time to change the name by which the Shopping Center is designated.

14.27. Waivers. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENANT HEREBY WAIVES THE BENEFIT OF ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR ANY PARTICULAR PURPOSE. LANDLORD HAS MADE NO REPRESENTATIONS, COVENANTS OR WARRANTIES WITH RESPECT TO THE PREMISES EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

14.28. Waiver of Jury Trial. 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.

14.29. Confidentiality. Insofar Tenant acknowledges that the terms and conditions of this Lease are to remain confidential for Landlord's benefit, and may not be disclosed by Tenant to anyone, by any manner or means, directly or indirectly, without Landlord's prior written consent. The consent by Landlord to any disclosures shall not be deemed to be a waiver on the part of Landlord of any prohibition against any future disclosure.

14.30. Landlord's Lien. Landlord hereby waives any statutory, constitutional and/or common law liens in its favor on Tenant's inventory, furnishings, furniture, equipment, machinery, and other personal property located in or at the Premises.

14.31. Patriot Act. Tenant represents and warrants to, and covenants with, Landlord that neither Tenant nor any of its respective constituent owners or affiliates currently are, or shall be at any time during the Term hereof, in violation of any laws relating to terrorism or money laundering, including without limitation Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56) (the "**USA Patriot Act**").

14.32. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

14.33. No Offer. The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

14.34. Counterparts. This Lease may be executed in any number of identical counterparts, each of which shall be deemed to be an original and all, when taken together, shall constitute one and the same instrument. A facsimile, .PDF or similar transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

14.35. **Waiver of Notice to Quit. TENANT EXPRESSLY WAIVES TO THE LANDLORD THE BENEFIT OF ACT NO. 20, APPROVED APRIL 6, 1959, ENTITLED "THE LANDLORD AND TENANT ACT OF 1951" REQUIRING NOTICE TO VACATE THE PREMISES AT THE END OF THE TERM OR ANY SUBSEQUENT TERM FOR WHICH THIS LEASE MAY BE RENEWED OR EXTENDED, AND COVENANTS AND AGREES TO GIVE UP QUIET AND PEACEABLE POSSESSION, WITHOUT FURTHER NOTICE FROM THE LANDLORD.**

14.36. Interpretation. Notwithstanding anything to the contrary in this Lease, Landlord expressly acknowledges and agrees that no provisions in this Lease are designed or will be interpreted to enable a successor Landlord to exercise the right to declare a default, solely for the purpose of changing the rent structure of this Lease.

14.37. Contingency. In the event that Tenant is unable, notwithstanding diligent good faith efforts on its part, to be awarded an occupancy permit within six (6) months of delivery of the Premises to Tenant (such 6-month period being hereinafter referred to as the "**Contingency Period**") through no fault of Tenant, Landlord agrees that Tenant has the right and authority to cancel this Lease upon written notice to Landlord (the "**Termination Notice**") with no further obligation to Landlord from and after the date of termination; provided however: (i) Tenant shall return the Premises to Landlord in a condition as good as when delivered to Tenant, lien-free with all alterations removed and any damage caused by Tenant (or its agents) repaired, and with all personal property removed and in broom clean condition; and (ii) any obligations and liabilities accruing prior to the date of termination shall survive such termination. If Landlord has not received the Termination Notice prior to the expiration of the Contingency Period, time being of the essence, then Tenant's termination right under this Section 14.37 shall automatically be null and void.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease this day and year first above written.

LANDLORD:

401-611 SOUTH BROAD STREET HOLDINGS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: 401-611 South Broad Street General Partner Holdings, LLC
a Maryland limited liability company, its general partner

By: U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of GS Mortgage Securities Corporation II, Commercial Mortgage Pass-Through Certificates, Series 2007-GG10 (the "**Trust**"), sole manager/member

By: CIII Asset Management,
solely in its capacity as Special Servicer to the Trust

By: ______________________
Name: John Marshall
Title: Senior Vice President

WITNESS/ATTEST:

____
Print Name: Jeff Schwetzer

[Signatures continue on following page]

TENANT:

POTENTIA GROUP, LLC,
a Florida limited liability company

By: ______________________
Name: Romany Cury
Title: Manager

WITNESS/ATTEST:

____
Print Name: ______________________

EXHIBIT A

LEGAL DESCRIPTION

PREMISES A

ALL THAT CERTAIN tract or parcel of ground, situate on the Easterly side of South Broad Street (66 feet wide), Southwesterly of the intersection of South Broad Street and Whites Street, shown on an ALTA/ACSM Land Title Survey Plan for lands of Frank K. and Joan D. Strohlein, prepared by McCarthy Engineering Associates, P.C., dated February 28, 2005, in the Borough of Lansdale, County of Montgomery, and Commonwealth of Pennsylvania, being more fully bounded and described as follows, to wit:

BEGINNING at a point in the centerline of the said South Broad Street, said point being in the line dividing the Township of Upper Gwynedd from the Borough of Lansdale, said point also being a corner of lands of Broadmore Associates, and said point also being the most Westerly corner of the herein described tract.

Thence along the said centerline of South Broad Street, North 36 degrees 04 minutes 00 seconds East, a distance of 158 00 feet to a point, a corner of the said lands of Broadmore Associates;

Thence along the said lands of Broadmore Associates, the five (5) following courses and distances:

1. leaving the said South Broad Street, South 53 degrees 56 minutes 00 seconds East, a total distance of 525 00 feet to a point,
2. South 36 degrees 04 minutes 00 seconds West, a distance of 150 00 feet to an iron pin,
3. North 53 degrees 56 minutes 00 seconds West, a distance of 150.00 feet to a point;
4. South 36 degrees 04 minutes 00 seconds West, a distance of 21.00 feet to a point; and
5. North 51 degrees 56 minutes 52 seconds West, a distance of 375.23 feet to the place of beginning.

CONTAINING in area: 1.9327 acres of land, more or less.

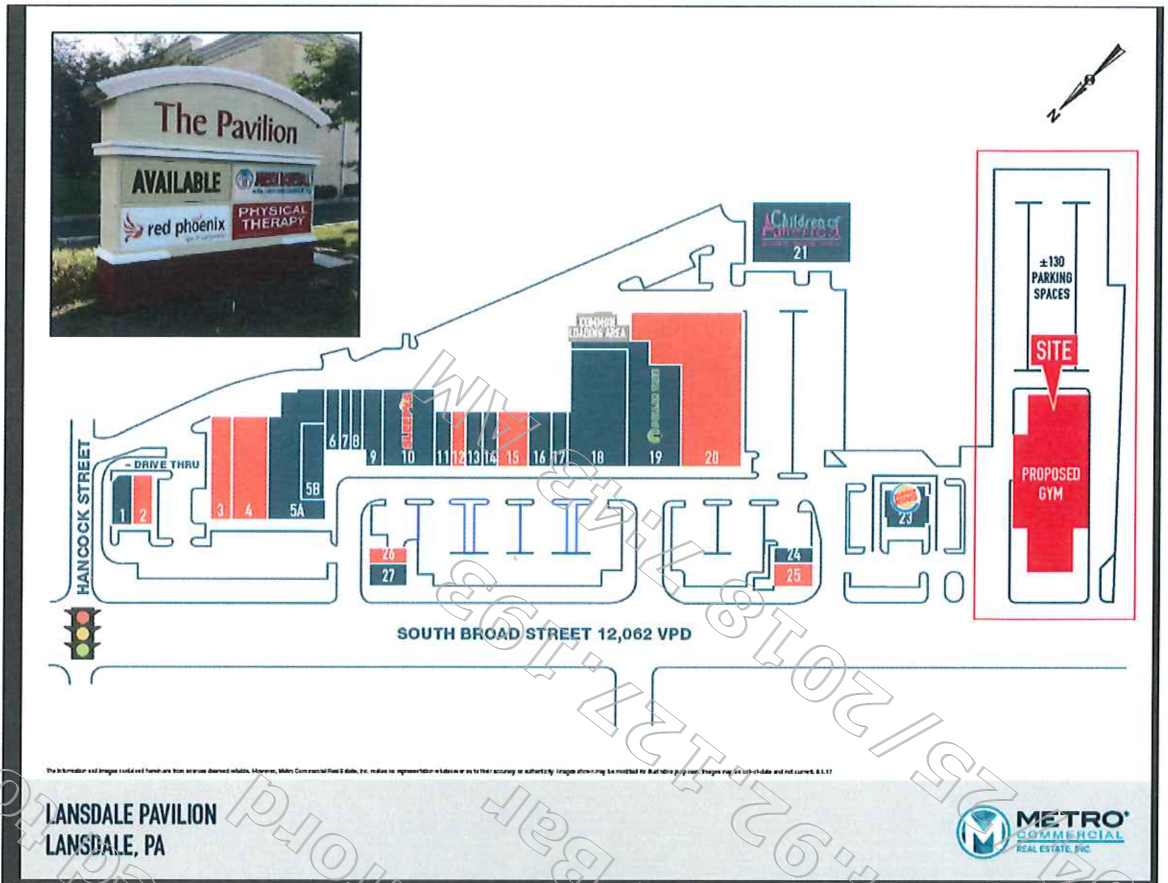
PREMISES B

ALL THAT CERTAIN lot or piece of ground, with the building and improvements to be erected thereon, situate in Lansdale Borough, Montgomery County, Pennsylvania, and described according to a Plan of Subdivision prepared as part of "The Pavilion" made by McCarthy Engineering Associates, P.C., dated June 14, 2005 and last revised December 18, 2006 and recorded in Montgomery County in Plan Book 28 page 300 - 301, as follows, to wit:-

BEGINNING at a point on the Southeasterly side of South Broad Street which point of beginning is common to this Lot and a point on the Southwesterly side of East Hancock Street as shown on said Plan; thence extending from said point of beginning, along East Hancock Street, the (3) following courses and distances, viz: (1) South 45 degrees 51 minutes 11 seconds East, 125.01 feet to a point; (2) South 42 degrees 30 minutes 00 seconds West, 3.94 feet to a point; and (3) South 45 degrees 51 minutes 11 seconds East to a point in the bed of a 20 feet wide electric easement, 76.27 feet to a point, a corner of lands now or late of Harley C. Delp as shown on said plan; thence extending along the same South 17 degrees 35 minutes 00 seconds West crossing a 20 feet wide drainage easement; and along said electric easement, 161.96 feet to a point, a corner of lands now or late of Diana Mattera as shown on said plan; thence extending along the same North 62 degrees 42 minutes 00 seconds West, 3.05 feet to a point; thence extending long lands of various owners, and along the bed of an existing 25 feet wide drainage easement; the (3) following courses and distances, viz: (1) South 24 degrees 59 minutes 30 seconds West, 190.43 feet to a point; (2) South 81 degrees 23 minutes 11 seconds West, 17.20 feet to a point; and (3) South 17 degrees 35 minutes 00 seconds West, 694.04 feet to a point, a corner of lands now or late of Broadmore Assoc. as shown on said plan; thence extending along the same, North 44 degrees 31 minutes 00 seconds West, 609.01 feet to a point on the Southeasterly side of said South Broad Street; thence extending along the same North 42 degrees 40 minutes 12 seconds East, 946.22 feet to the first mentioned point and place of beginning.

EXHIBIT B

SITE PLAN SHOWING PREMISES



NOTE: This Exhibit is intended to show only the proposed layout of the Shopping Center and the proposed layout of the Premises as of the date of this Lease. The size and shape of buildings, as well as the configuration of the Shopping Center are subject to change. Measures, dimensions and distances are not to scale. The depiction hereon does not constitute a warranty or representation of any kind, including the occupancy or continued occupancy of any tenants show on the Site Plan. Tenant acknowledges that the tenants shown on the site plan are conceptual only and may or may not be located at the Shopping Center. Additionally, any statement of vacancy or expiration of any tenant's lease is conceptual only and may not reflect the actual status of such space or lease.

EXHIBIT C

LANDLORD'S WORK

None.

EXHIBIT D

TENANT'S WORK

1. **Acceptance of Premises**. Tenant accepts the Premises in their "AS-IS" condition on the date that this Lease is entered into. Tenant agrees to accept the Premises and, if Tenant requires any alterations therein, Tenant shall complete the construction of the Premises to final form, including all utility connections (collectively, the "**Tenant's Work**") in accordance with the provisions of this Exhibit.

2. **Space Plans**.

(a) **Preparation and Delivery**. If Tenant intends to make alterations in the structure of the Premises, then, on or before the forty-fifth (45^{th}) day following the date of this Lease (the "**Space Plans Delivery Deadline**"), Tenant shall deliver to Landlord a space plan prepared by a design consultant reasonably acceptable to Landlord (the "**Architect**") depicting improvements to be installed in the Premises (the "**Space Plans**").

(b) **Approval Process**. Landlord shall notify Tenant whether it approves of the submitted Space Plans within five (5) Business Days after receipt. If Landlord disapproves of such Space Plans, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within three (3) Business Days after such notice, revise such Space Plans in accordance with Landlord's objections and submit same to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Space Plans within three (3) Business Days after its receipt thereof. This process shall be repeated until the Space Plans have been finally approved by Landlord and Tenant.

3. **Working Drawings**.

(a) **Preparation and Delivery**. On or before the tenth (10^{th}) day following the date on which the Space Plans are approved by Landlord and Tenant, Tenant shall provide to Landlord for its approval final working drawings, prepared by the Architect, of all structural improvements that Tenant proposes to install in the Premises; such working drawings shall include the partition layout, ceiling plan, electrical outlets and switches, telephone outlets, drawings for any modifications to the mechanical and plumbing systems of the building, and detailed plans and specifications for the construction of the improvements called for under this Exhibit in accordance with all applicable laws (the "**Working Drawings**").

(b) **Approval Process**. Landlord shall notify Tenant whether it approves of the submitted Working Drawings within ten (10) Business Days after Tenant's submission thereof. If Landlord disapproves of such Working Drawings, then Landlord shall notify Tenant thereof specifying in reasonable detail the reasons for such disapproval, in which case Tenant shall, within three (3) Business Days after such notice, revise such Working Drawings in accordance with Landlord's objections and submit the revised Working Drawings to Landlord for its review and approval. Landlord shall notify Tenant in writing whether it approves of the resubmitted Working Drawings within five (5) Business Days after its receipt thereof. This process shall be repeated until the Working Drawings have been finally approved by Tenant and Landlord. Tenant will be responsible for the design, function and maintenance of all improvements, whether or not approved by Landlord. Landlord's approval of the Working Drawings shall not constitute any representation or warranty as to the adequacy, efficiency, performance or desirability of the improvements reflected therein. Once the Working Drawings have been approved, Tenant shall cause the Tenant's Work to be performed in accordance with the Working Drawings and applicable laws. If Landlord fails to respond to the submission of Space Plans or Working Drawings within the time periods required above, such Space Plans or Working Drawings, as the case may be, shall be deemed approved as most recently submitted.

Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same.

4. **Change Orders**. Tenant may initiate changes in the Tenant's Work. Each such change must receive the prior written approval of Landlord, such approval not to be unreasonably withheld or delayed; however: (1) if such requested change would adversely affect (in the reasonable discretion of Landlord) (a) the building's structure or the building's mechanical, electrical or plumbing systems or (b) the exterior appearance of the building; or (2) if any such requested change might delay the Commencement Date, Landlord may withhold its consent in its sole and absolute discretion. Tenant shall, upon completion of the Tenant's Work, furnish Landlord with an accurate architectural "as-built" plan of Work as constructed, which plan shall be incorporated into this Exhibit by this reference for all purposes. If Tenant requests any changes to Tenant's Work described in the Space Plans or the Working Drawings, then such increased costs and any additional design costs incurred in connection therewith as the result of any such change shall be added to the Total Construction Costs (as defined below).

5. **Costs**. The entire cost of performing the Tenant's Work (including design of the Work and preparation of the Working Drawings, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, and related taxes and insurance costs, all of which costs are herein collectively called the "**Total Construction Costs**") shall be paid by Tenant. Landlord shall reimburse Tenant for a portion of the Total Construction Costs: (i) limited to the lesser of (A) actual construction costs incurred by third parties on behalf of Tenant in its construction of Tenant's Work; and (B) an amount up to, but not exceeding, $150,000.00 (the "**Allowance**"); and (ii) conditioned upon Landlord's receipt of written notice from Tenant that Tenant's Work has been completed and accepted by Tenant. Landlord shall make payment of the Allowance (limited as described above) within thirty (30) days following the later of Tenant opening for business in the Premises and Tenant's delivery to Landlord of: (a) third-party invoices for costs incurred by Tenant in constructing Tenant's Work; (b) evidence that Tenant has paid the invoices for such costs; (c) conditional lien waivers (provided that copies of final lien waivers shall be provided to Landlord within thirty (30) days of payment of the Allowance) from any contractor or subcontractor who has constructed any portion of Tenant's Work or any materialman who has supplied materials used or incorporated into any portion of Tenant's Work; (d) the Certificate of Occupancy for the Premises; and (e) an executed Certification of Commencement Date in the form attached to the Lease as Exhibit E. All bills for Tenant's Work must be submitted within six (6) months after the date of execution of the Lease, and Landlord will make no further payments related to Tenant's Work after such six-month period.

EXHIBIT E

CERTIFICATION OF COMMENCEMENT DATE

To that certain Lease Agreement dated as of October ______, 2017, between **401-611 SOUTH BROAD STREET HOLDINGS LIMITED PARTNERSHIP,** a Maryland limited partnership, as Landlord, and **POTENTIA GROUP, LLC,** a Fla limited liability company, as Tenant.

CERTIFICATION OF COMMENCEMENT DATE

Tenant hereby agrees that the Commencement Date (as defined in said Lease) is and shall be ____________________________, 20____, and the Expiration Date (as defined in said Lease) is and shall be ____________________________, 20____, for all purposes of said Lease. This Certificate shall be attached to the Lease and made a part thereof.

This 10 day of October, 2017.

POTENTIA GROUP, LLC,
a Florida limited liability company

By: ____________________________
Name: Romany Cury
Title: Manager

WITNESS/ATTEST:

____
Print Name: Kaey Kriegee

EXHIBIT F

RULES AND REGULATIONS

1. The sidewalks, roadways, and other public portions in the Shopping Center shall be used by each tenant for the purpose solely of ingress and egress to and from the Premises so demised to the tenants.

2. All waste paper, refuse, and garbage shall be kept by tenant in metal trash cans, with covers, to be located at the rear of the store, such waste paper, refuse and garbage to be removed at Tenant's expense.

3. Each tenant shall keep the exterior and interior portions of it store, all windows, doors, and all other glass or plate fixtures in a clean condition. Each tenant shall keep its display window(s) illuminated during such hours as the windows throughout a major portion of the Shopping Center are illuminated.

4. No tenant shall keep or permit to be kept on its premises any inflammable or combustible fluid, chemical, or explosives.

5. No tenant shall hold any auction, fire or bankruptcy sale in its premises or otherwise in the Shopping Center.

6. Each tenant shall conduct its business in an orderly manner in the best interests of the Shopping Center. No tenant shall permit noises from the use of any radios, televisions, loudspeakers, talking machines, phonographs, or other instruments to reach outside its premises, which will in the sole judgment of Landlord interfere in any way with other tenants in the Shopping Center.

7. No tenant shall burn any trash or garbage of any kind in or about the building(s), or on the grounds of the Shopping Center.

8. The plumbing facilities shall be used for the purposes for which they have been constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision caused by any tenant, its employees, agents, or invitees shall be borne by such tenant.

9. Landlord reserves the right to amend, rescind, or waive any of these rules or regulations listed herein, and further to make such other reasonable rules and regulations as may from time to time seem necessary or desirable, and any such other and further rules and regulations shall be binding upon each tenant.

10. Landlord reserves the right to control and operate the Common Areas of the Shopping Center in such manner as Landlord deems necessary or desirable for the best interests of the Shopping Center and the tenants and for the protection of the buildings and other property in the Shopping Center. Landlord, however, shall not be liable to any tenant for any damages arising out of such control and operation.

11. Tenant shall not permit any person to smoke inside the Premises, and shall not permit its agents or employees to smoke in any part of the Shopping Center in areas prohibited by state or local law, or that are posted as "No Smoking" areas.

12. To the extent permitted by law, Landlord reserves the right to permit or ban the carrying of concealed or unconcealed firearms in the Shopping Center or designated portions thereof. Tenant shall cause its employees and agents to comply with any such ban.

EXHIBIT G

RENEWAL OPTION

If: (i) Tenant is not in default past applicable notice and cure periods at the time of exercising the renewal option and at the commencement of the renewal Term; (ii) the original Tenant has not assigned the Lease or sublet the Premises; and (iii) Tenant is open for business with the public for the permitted use described in Section 4.1 and occupying the entire Premises at the time of such election and at the commencement of the renewal Term, then Tenant may renew this Lease for one (1) additional consecutive period of five (5) years, by delivering written notice of the exercise thereof (the "**Renewal Notice**") to Landlord not earlier than twelve (12) months nor later than nine (9) months before the expiration of the initial Term. The Minimum Rental payable for each month during such extended Term shall be the prevailing rental rate at the commencement of each Lease Year of such extended Term for renewals of space in the Shopping Center of equivalent quality, size, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account (the "**Prevailing Rental Rate**"); provided, however, in no event shall the Prevailing Rental Rate be deemed to be lower than the last monthly Minimum Rental payable by the Tenant in the initial Term. Within thirty (30) days after receipt of Tenant's Renewal Notice, Landlord shall deliver to Tenant written notice of the Prevailing Rental Rate and shall advise Tenant of the required adjustment to Minimum Rental, if any, and the other terms and conditions offered. Tenant shall, within ten (10) days after receipt of Landlord's notice, notify Landlord in writing whether Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate. If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the Prevailing Rental Rate, then, on or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

(a) Minimum Rental shall be adjusted to the Prevailing Rental Rate for each Lease Year of the extended Term;

(b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and

(c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

If Tenant rejects Landlord's determination of the Prevailing Rental Rate, or fails to timely notify Landlord in writing that Tenant accepts or rejects Landlord's determination of the Prevailing Rental Rate, time being of the essence with respect thereto, Tenant's rights under this Exhibit shall terminate and Tenant shall have no right to renew this Lease.

Tenant's rights under this Exhibit shall terminate if: (1) this Lease or Tenant's right to possession of the Premises is terminated; (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises; (3) Tenant fails to timely exercise its option under this Exhibit, time being of the essence with respect to Tenant's exercise thereof; or (4) Tenant commits an Event of Default under the Lease.

EXHIBIT H

GUARANTY AGREEMENT

IN CONSIDERATION OF and as an inducement for the execution of the foregoing Lease Agreement dated as of October 9, 2017, by **401-611 SOUTH BROAD STREET HOLDINGS LIMITED PARTNERSHIP,** a Maryland limited partnership ("**Landlord**"), with **POTENTIA GROUP, LLC,** a Florida limited liability company ("**Tenant**") for the premises located at 611 South Broad Street, Suite 1, Lansdale, Montgomery County, Pennsylvania (as amended from time to time, the "**Lease**"), intending to be legally bound and for other good and valuable consideration received by the undersigned, **NEAL CURY,** an individual, and **ROMANY CURY**, an individual (jointly and severally, "**Guarantor**") hereby guarantees to Landlord, its successors and assigns, subject to the limitation noted below, the full and prompt payment of all Minimum Rental and Additional Rental and any and all other sums and charges payable by Tenant, its successors and assigns, under the Lease, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions, and agreements therein provided to be performed and observed by Tenant, its successors and assigns under the Lease and any amendments to the Lease (collectively, the "**Liabilities**") accruing on or before the expiration of the twelfth (12th) full calendar month following the expiration of the Abatement Period (the "**Guaranty Period**"). This Guaranty shall terminate at the expiration of the Guaranty Period; provided, however, any obligations accruing hereunder during the Guaranty Period shall survive such termination. Guarantor does hereby become surety to Landlord, its successors and assigns for and with respect to all of the aforesaid obligations of Tenant under the Lease. Guarantor hereby covenants and agrees to and with Landlord, its successors and assigns, that if default shall at any time be made by Tenant, its successors and assigns during the Guaranty Period, in the payment of any such Rent or other sums or charges payable by Tenant under the Lease or in the performance of any of the covenants, terms, conditions or agreements contained in the Lease, Guarantor will forthwith pay such Rent or other sums or charges to Landlord, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord all damages and all costs and expenses that may arise in consequence of any default by Tenant, its successors and assigns, under the Lease during the Guaranty Period (including, without limitation, all attorneys' fees incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty).

This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced without Landlord being required to resort to any other right, remedy or security and this Guaranty shall be enforceable against Guarantor, its successors and assigns, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, its successors and assigns, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's intention to act in reliance hereon or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected or impaired by reason of the assertion or the failure to assert by Landlord against Tenant, or Tenant's successors and assigns, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This Guaranty shall be a continuing Guaranty with respect to liabilities accruing during the Guaranty Period, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by (a) any amendment or modification of, or supplement to, or extension or renewal of, the Lease or any assignment or transfer thereof; (b) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Lease or this Guaranty or any waiver, consent or approval by Landlord with respect to any of the covenants, terms, conditions or agreements contained in the Lease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time and for any length of time; (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding relating to Tenant, its successors and assigns or their properties or creditors; (d) any limitation on the liability or obligation of Tenant under the Lease or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court; or (e) any transfer by Tenant or any assignment of its interest under the Lease.

Guarantor waives (a) all notices, including but not limited to (i) notice of acceptance of this Guaranty; (ii) notice of presentment, demand for payment, or protest of any of the Liabilities; (b) all defenses, offsets and counterclaims which Guarantor may at any time have jointly or severally to any of the Liabilities; (c) all notices of the financial condition or of any adverse or other change in the financial condition of Tenant; (d) the right to subrogation, reimbursement or indemnity for any amounts paid hereunder, and the right to recourse to any of Tenant's assets.

GUARANTOR HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY EMPOWERS ANY PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR GUARANTOR, IN ANY AND ALL ACTIONS WHICH MAY BE BROUGHT ON THIS GUARANTY, AND/OR TO SIGN FOR GUARANTOR AN AGREEMENT FOR ENTERING IN ANY COMPETENT COURT AN ACTION OR ACTIONS FOR THE RECOVERY OF ALL OR ANY SUM OR SUMS DUE UNDER THIS GUARANTY, AND IN SAID SUIT OR SUITS OR IN SAID ACTION OR ACTIONS TO CONFESS JUDGMENT AGAINST GUARANTOR IN FAVOR OF LANDLORD, ITS SUCCESSORS OR ASSIGNS, AS OF ANY TERM, FOR ALL OR ANY SUM OR SUMS DUE UNDER THIS GUARANTY, AND FOR INTEREST OR COSTS, TOGETHER WITH AN ATTORNEY'S COMMISSION FOR COLLECTION OF TEN PERCENT (10%) OR $5,000 OR ATTORNEYS FEES ACTUALLY INCURRED, AS ELECTED BY LANDLORD. GUARANTOR HEREBY WAIVES ALL ERRORS, DEFAULTS AND IMPERFECTIONS IN ENTERING SAID JUDGMENT OR IN ANY WRIT, OR PROCESS, OR PROCEEDING THEREON OR RELATING THERETO OR IN ANYWISE TOUCHING OR CONCERNING THE SAME. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ONE EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL ALL OBLIGATIONS OF TENANT HAVE BEEN FULLY DISCHARGED. IN ANY ACTION BROUGHT HEREON, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR LANDLORD, SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT, OF WHICH FACTS SUCH AFFIDAVIT SHALL BE PRIMA FACIE EVIDENCE, AND IF A TRUE COPY OF THIS GUARANTY (AND OF THE TRUTH OF THE COPY SUCH AFFIDAVIT SHALL BE SUFFICIENT EVIDENCE) SHALL BE FILED IN SUCH SUIT, ACTION OR ACTIONS, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.

RV [Initial]

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Lease or taking or recovering of the premises demised thereby shall deprive Landlord of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations pursuant to any extension, renewal, amendment, modification and supplement of or to the Lease as well as to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

LANDLORD AND GUARANTOR HEREBY MUTUALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER OR IN ANY WAY RELATING TO THE LEASE, AS AMENDED BY THIS GUARANTY.

This Guaranty shall be legally binding upon Guarantor and its successors and assigns and shall inure to the benefit of Landlord and its successors and assigns. If there are more than one guarantor of Tenant's obligations under the Lease, the obligations of such guarantors shall be joint and several. Any capitalized term not defined herein shall have the meaning given such term in this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has executed this Guaranty effective as of October 9, 2017.

GUARANTOR:

NEAL CURY, INDIVIDUALLY

Address: 404 Turtle Run Ct, Ponte Vedra, FL

Witness

ROMANY CURY, INDIVIDUALLY

Address: 404 Turtle Run Ct, Ponte Vedra, FL 32082

Witness

EXHIBIT I

RIGHT OF FIRST REFUSAL TO PURCHASE PREMISES

(a) If at any time during the Term, any bona fide offer for the purchase of the Premises only (i.e., tax parcel no. 11-00-00868-00-3 separately from the remainder of the Shopping Center) is made to Landlord, which offer Landlord in good faith intends to accept, then, provided that Tenant is not then in default hereunder, Landlord shall send Tenant notice of such offer together with a copy of a proposed agreement of sale for the Premises that would be acceptable to Landlord (the "**Contract**"). Tenant acknowledges and agrees that the Contract does not need to be a negotiated agreement between Landlord and the proposed purchaser, and may be Landlord's standard purchase and sale agreement.

(b) Tenant shall have twenty (20) days from the date Tenant receives such notice and the Contract to execute and deliver to Landlord an agreement of sale identical to the Contract (the "**Purchase Agreement**"). Until the Purchase Agreement has been executed by Tenant, Tenant, recognizing the confidential nature of Landlord's decision to sell the Premises and any information furnished to Tenant in connection therewith, shall not disclose to any third party the fact of Landlord's decision or any of the information or materials furnished to it in connection therewith, nor shall Tenant offer or reoffer the Premises for sale or seek debt or equity financing in connection with Tenant's acquisition of the Premises. Landlord shall execute the Purchase Agreement and deliver it to Tenant promptly following Tenant's delivery of the signed Purchase Agreement to Landlord (subject to any committee approvals required by Landlord if set forth in Landlord's letter of intent).

(c) If (i) Tenant fails to execute and deliver timely a Purchase Agreement to Landlord or (ii) Tenant advises Landlord that it does not desire to purchase the Premises, then Landlord shall be free to sell the Premises to the original offeror on terms materially the same as contained in the Purchase Agreement. In such case, Tenant shall, within ten (10) days of Landlord's request, execute such documents, in recordable form, as may be reasonably required by Landlord or any title insurance company insuring title to the Premises to evidence the fact that Tenant has failed to exercise its right of first refusal, and Tenant's failure or refusal to do so shall constitute an Event of Default hereunder, provided that Tenant's waiver shall be null and void if Landlord's proposed sale giving rise to this waiver does not settle.

(d) In the event Landlord closes on a sale of the Premises, together with any other property adjacent to the Premises, Tenant shall have no right to exercise its Right of First Refusal, such right being a one-time right only.

(e) The provisions of this Exhibit I shall not be triggered by the following events: (i) the sale of the Premises together with other real property owned by Landlord in a single transaction, (ii) any merger, consolidation, reorganization or other similar corporate transaction involving Landlord or its parent entity, (iii) the sale of all of the stock, partnership interests or other ownership interests of Landlord or its parent entity, or (iv) a foreclosure or deed in lieu of foreclosure to a bona fide third party lender, (v) a foreclosure sale where the Premises is sold to a third party at a Sheriff's Sale, (vi) a deed in lieu of condemnation or eminent domain, or (vii) any transfer by operation of law.

(f) The parties agree that this right of first refusal shall not be recorded at the Office of the Recorder of Deeds, Montgomery County, Pennsylvania or anywhere else.