

LEASE SUMMARY

1. Date: _____

2. Location: _____

3. Landlord: _____

720 East Broad Street, Suite 200
Columbus, OH 43215-3947

Tenant: _____

Phone: _____

Email: _____

Lease Term: _____

Renewal Term: _____

Possession Date: _____

Commence Date (1st rent payment due). The earlier of opening for business or 90 days from date of possession: _____

Approximate Leased Square Footage: _____

TOTAL RENT (See Exhibit C for complete lease term rent table):

Minimum Rent \$

CAM (estimated add'l rent) includes taxes & insurance \$

TOTAL DUE MONTHLY: \$

Monthly Rent Due Date: 1st day of each month

HVAC Routine Maintenance billed quarterly: Approximately \$60 per ton of cooling per demised space.

_____ Tenant Int. _____ Landlord Int.

LEASE

By this Lease (the "Lease"), dated as of the _____ day of _____, _____ (the "Execution Date"), _____, an Ohio limited liability company, with offices at **720 East Broad Street, Suite 200, Columbus, Ohio 43215** ("Landlord"), hereby leases to _____, with offices at _____ ("Tenant"), and Tenant hereby leases from Landlord, the space comprising approximately _____ **square feet** (the "Premises") in a retail shopping center located at _____ (the "Shopping Center"), upon the terms, covenants and conditions set forth in this Lease. A floor plan showing the Retail Center is attached hereto as Exhibit A.

ARTICLE 1 TERM OF LEASE

1.1 **LEASE TERM:** This Lease shall be for a term of _____ years (the "Original Term") commencing on the earlier of (i) the opening of the Premises by Tenant for business or (ii) within _____ days from the date Tenant is granted possession of the Premises for purposes of completing improvements to the Premises ("Possession Date"), within which said _____ days Landlord will complete said improvements ("Landlord's Work") subject to Section 1.2 herein (the "Commencement Date"). For purposes of the preceding sentence, Landlord's Work shall be deemed to have been completed when the following conditions have been satisfied: (a) Landlord's work as described in Exhibit "B" has been completed except for such punch list items as do not materially interfere with the performance of Tenant's Work; and (b) water, wastewater, electricity and gas utilities are available to the Premises for Tenant connection in accordance with Exhibit "B". Landlord agrees to deliver possession of the Premises to Tenant on or before _____ (the "Possession Date"). If for any reason Landlord is unable to deliver possession of the Premises to Tenant on the Possession Date, Landlord shall not be liable for any damages therefore, nor shall this Lease be void or voidable, but Tenant shall not be obligated to pay Rent (as hereinafter defined) until the Commencement Date. If possession is not delivered by Landlord to Tenant by Possession Date, Landlord agrees to provide Tenant access to the Premises to commence Tenant's Work to the extent such work may be performed prior to the completion of Landlord's Work. If possession is not delivered by Landlord to Tenant within sixty (60) days of Possession Date, Tenant may within ten (10) days thereafter cancel this Lease by giving Landlord written notice of its intent to cancel the Lease, and thereafter neither party shall have any rights, duties or obligations under this Lease. If Tenant fails to provide the written notice of cancellation as described in the preceding sentence, the Original Term and Commencement Date shall be delayed until the following year with all applicable dates and deadlines being one year after the dates set forth in the Section 1.1. Landlord warrants and represents that it is the owner of the Shopping Center, and has full power and authority to enter into this Lease.

_____ Tenant Int. _____ Landlord Int.

1.2 LANDLORD'S WORK: Prior to Tenant's taking possession of the Premises, Landlord shall make such improvements to the Premises as are set forth on Exhibit B attached hereto ("Landlord's Work"). Landlord warrants that Landlord's Work shall be performed in a good and workmanlike manner, and in compliance with all applicable statutes, regulations, codes and ordinances, and further warrants that all such work, including, but not limited to, the HVAC system, shall be in good condition and working order as of the Commencement Date. The Landlord's Work shall be at Landlord's expense. Landlord will also make improvements to the Tenants space over and above those defined in Exhibit B. The Additional Improvements shall consist of the difference between those items contained within Exhibit B. and those defined in Exhibit D (Additional Landlord's Work), and in any case where a specification in Exhibit B conflicts with a specification on Exhibit D, the specifications in Exhibit B shall be used. The Additional Improvements shall be at Landlord's expense. Tenant acknowledges that it has had an opportunity to carefully inspect the Premises, and subject to the completion of Landlord's Work in the manner and with the warranties set forth in this Section, Tenant accepts the Premises in its "as is" condition; provided, however, that Landlord shall be responsible for latent defects in the Premises and the building of which the Premises are a part, which were not readily discoverable by Tenant upon reasonable inspection prior to the Commencement Date.

1.3 OPTION TO RENEW: Tenant is hereby granted the option to renew this Lease for _____ (the "Renewal Period(s)") on the same terms and conditions contained herein except for the Rent to be paid hereunder, this option being granted upon the condition that (a) written notice of the exercise of the option shall be given by Tenant to Landlord not less than one hundred eighty (180) days prior to the end of the then current period of this Lease, and (b) at the time of the giving of such notice and at the expiration of the then expiring Lease period, there are no defaults in the covenants, agreements, terms and conditions on the part of Tenant to be kept and performed hereunder continuing beyond any applicable grace period provided in this Lease, and all rents are and have been fully paid. Each renewal period shall commence on the day following the end of the original term of this Lease or the end of the preceding renewal period, as the case may be.

1.4 As used in this Lease, the words "term," "Lease term," "term of this Lease" and language of similar import shall mean the original term as well as any Renewal Periods taken by Tenant pursuant to this Article 1.

1.5 As utilized herein, "Lease Year" or "lease year" shall mean each period of twelve (12) consecutive calendar months during the original term or any Renewal Period which begins on the Commencement Date or on any annual anniversary thereof, plus any shorter period which begins as aforesaid and ends on the date of the expiration or termination of this Lease. If the Commencement Date is a date other than

the first day of a calendar month, the first Lease Year shall also include any days after Commencement Date until the first day of the next calendar month.

ARTICLE 2 RENT

2.1 During the Original Term, Tenant shall pay annual minimum rent, as defined in Exhibit C, in equal and consecutive monthly installments **on the first day of each calendar month in advance**. The first installment of minimum rent shall be paid based upon the Commencement Date as delineated in Paragraph 1.1. In the event the Commencement Date is a day other than the first day of a calendar month, the first installment of minimum rent (which shall be paid on the Commencement Date) shall be prorated on a per diem basis. Tenant shall pay, in addition to the minimum rent, the additional rent and all other amounts as more specifically set forth below.

2.1.1 Tenant shall pay minimum rent for the option period or periods, identified in Section 1.3. All rent payable during Renewal Periods shall be paid in equal and consecutive monthly installments on the first day of each calendar month in advance.

2.2 Tenant, in addition to minimum rent and/or Improvement Rent as defined in 2.1, 2.1.1 and 2.2.5 of this Lease, shall pay as additional rent as defined in 2.2.1, 2.2.2, 2.2.3, 2.2.4 during the term the following:

2.2.1 Tenant shall pay a percentage rent determined as follows: N/A

2.2.2 Common Area Charges: Tenant's proportionate share (as defined below) of all the costs and expenses accrued by Landlord beginning with the Commencement Date to (a) supervise, insure and control all exposed mall or corridor areas, parking lots, parking areas, sidewalks, landscaped areas, planters, pylon signs and other areas, facilities or improvements intended for the common use and enjoyment of tenants and occupants of the Shopping Center (collectively, the "Common Areas"), (b) pay for all utilities, any trash removal provided by Landlord, (Tenants requesting and/or causing nonscheduled trash removal will be billed separately for the additional pick-up(s).), and other costs and expenses of operating the Common Areas, (c) maintain, repair and replace (including the establishment of appropriate reserves therefore) all Common Areas, (d) pay all charges, if any, for utilities supplied to or at the Shopping Center and not separately metered to tenants or other users, and (e) pay or retain an administrative fee which shall not exceed 10% of the Common Area charges (exclusive of taxes and insurance) for the applicable Lease Year ("Common Area Charges"). Unless otherwise specified herein, such charges shall not include expenses of a capital nature or expenses of maintaining the roof, foundations and exterior portions of the main building (except plate glass and doors) of the Shopping Center, except to the extent the costs are created by Tenant, its agents, employees or invitees, nor shall such charges include any of the following: (1) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for Operating

_____ Tenant Int. _____ Landlord Int.

Expenses), including but not limited to repair or replacement of any item covered by warranty or any insurance required to be maintained by Landlord under this Lease; (2) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (3) expenses for the defense of the Landlord's title to the Shopping Center; (4) depreciation and amortization of the Shopping Center or financing costs, including interest and principal amortization of debts; (5) charitable or political contributions; (6) costs of improving or renovating space for a tenant or space vacated by a tenant; (7) costs to correct original or latent defects in the design, construction or equipment of the Shopping Center; (8) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (9) any expenses incurred (i) to comply with any statutes, codes, rules, regulations or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act or any state or federal environmental laws; or (ii) as a result of Landlord's alleged violation of or failure to comply with any statutes, codes, rules, regulations or any court order, decree or judgment; (10) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (11) rental on ground leases or other underlying leases; (12) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Shopping Center or with other third parties except as specifically provided in the Lease; (13) amounts billed (directly or indirectly) for salaries, overhead, office expenses, rent and office supplies which are duplicative or do not represent costs incurred for actual services. Tenant's "proportionate share" of Common Area Charges is the percent derived by dividing the square foot area of the Premises (as set forth above) by the total square feet of area available for lease in the Shopping Center. Tenant's obligation to pay Administration fees shall not exceed 10% of the CAM expenses (exclusive of taxes and insurance). Landlord has submitted to Tenant a statement of the anticipated monthly amount of Tenant's Common Area Charges, and Tenant shall pay such amount monthly until notified by Landlord of a change thereof. Such payments shall be due at the same time as Tenant's monthly minimum rent payments. Mechanical up keep **IS NOT** included in the CAM charges (Section 2.2.4). Each year, Landlord shall give Tenant a statement showing the total costs and expenses for Common Areas for the prior calendar year and Tenant's Common Area Charges, prorated from the Commencement Date or the prior January 1, whichever is shorter. In the event the total of the monthly payments which were made by Tenant for the prior calendar year are less than Tenant's actual proportionate share of such charges, as calculated by Landlord, then Tenant shall pay the difference in a lump sum within thirty (30) days after receipt of such statement from Landlord and shall concurrently pay the deficiency in monthly payments made in the then calendar year, and the amount of monthly charges for the then calendar year based on the prior year's experience shall be adjusted accordingly. Any overpayment by Tenant shall be credited toward the monthly charges next coming due or refunded to Tenant if the Lease has terminated. In any year in which Landlord reasonably anticipates a material increase or decrease in such costs and expenses, Landlord shall be permitted to adjust the estimated monthly charge. Even though the term has

expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said charges for the year in which this Lease expires, Tenant shall immediately pay to Landlord any increase due over the estimated charges previously paid, and any overpayment shall be immediately paid by Landlord to Tenant.

2.2.3 Taxes & Insurance: Tenant's proportionate share of the aggregate annual amount of the following:

- (a) All city, county and other taxes and assessments levied upon or assessed against the Shopping Center.
- (b) All city, county and other jurisdictional taxes and impositions levied upon trade fixtures, furnishings, equipment and other personal property of Landlord in the Common Areas or otherwise connected with the Shopping Center.
- (c) All insurance premiums for the insurance coverage required of Landlord under Article 9 below.

Tenant shall pay to Landlord one-twelfth (1/12) of Tenant's proportionate share of such amounts on a monthly basis, on the same dates as Tenant's minimum rent. Landlord has submitted to Tenant a statement of the anticipated monthly amount of Tenant's proportionate share of the costs referred to in this Subsection 2.2.3, and said payments by Tenant shall be subject to adjustment in accordance with the procedures set forth in Subsection 2.2.2. In any case where Landlord has the option of paying any assessment in installments, Landlord shall elect the longest installment period available with respect to such assessment, and only the amount of such installments as are payable during any Lease Year shall be included in the amounts charged to Tenant under this section with respect to such Lease Year.

2.2.4 Mechanical Upkeep: The actual cost incurred by Landlord to have a qualified HVAC contractor perform inspections, preventive maintenance and filter changing (in accordance with manufacturer's recommended maintenance schedule) of all HVAC systems at the Premises, quarterly at approximately three (3) month intervals. Tenant shall reimburse such costs to Landlord within thirty (30) days after receipt of an invoice from Landlord. Tenant hereby authorizes Landlord to have a qualified HVAC contractor perform such inspections, preventive maintenance and filter changing on Tenant's behalf during the Lease term.

2.2.5 Improvement Rent as hereinafter defined:

2.3 The first payment of all minimum rent and additional rent (collectively, "Rent") shall be due on the Commencement Date. The subsequent installments of Rent are due on the first day of the calendar month. All shall be paid to Landlord at the address first set forth above, or at such other address as Landlord may, from time to time, inform Tenant in writing.

_____ Tenant Int. _____ Landlord Int.

2.4 All Rent and other charges payable by Tenant hereunder shall be paid without prior demand, deduction, offset or counterclaim of any sort.

2.5 In the event (a) any installment of Rent from tenant is dishonored, Tenant agrees to pay a forty dollar (\$40) fee as liquidated damages for each such event (in order to reimburse Landlord for the additional bookkeeping and administrative costs resulting therefrom).

2.6 In addition to the liquidated damages provided for in Section 2.5, if any Rent is not received by the fifth (5th) calendar day of the month Tenant agrees to pay interest at the rate of one and one-half percent (1.5%) per month on any installment of Rent or any other charge that is not paid when due. For purposes of computing interest on delinquent Rent, the due date is the first day of the month.

2.7 Tenant and its representatives shall have the right, upon reasonable prior written notice to Landlord, to inspect and copy Landlord's records regarding any operating costs, insurance, taxes or other expenses charged in whole or in part to Tenant under this Lease.

ARTICLE 3 SECURITY DEPOSIT

3.1 **Tenant hereby deposits with Landlord the sum of _____ (the "Security Deposit") for ensuring Tenant's performance of this Lease. Landlord shall have no obligation to pay interest on the Security Deposit and may commingle same.** The Security Deposit shall be returned to Tenant after Tenant's proper vacation of the Premises; provided, however, Landlord shall be permitted to deduct from the Security Deposit (a) such amounts as are necessary to compensate Landlord for delinquent Rent and other sums owed by Tenant under this Lease, (b) all charges for cleaning or repairing the Premises due to Tenant's use thereof, normal wear and tear excepted, and (c) all charges for repairing damage to the Shopping Center which was caused by or is directly attributable to Tenant, normal wear and tear excepted.

3.2 If Tenant at any time fails to pay any sum required under this Lease, or is otherwise in breach of this Lease, Landlord at its option may use, apply or retain all or any portion of the Security Deposit to satisfy the breach. Upon such use, application or retention, Landlord shall notify Tenant in writing of such action and may demand that Tenant deliver to Landlord the cash equivalent thereof in order to restore the Security Deposit to its full amount; and Tenant shall comply with such demand within thirty (30) days thereof.

3.3 Tenant may not deduct the Security Deposit from Rent or other payments to Landlord hereunder, and Landlord's rights upon the default of Tenant shall not be

_____ Tenant Int. _____ Landlord Int.

affected by the fact that Landlord holds the Security Deposit and does not use, apply or retain same as set forth in Section 3.2.

ARTICLE 4 UTILITIES

4.1 Tenant shall pay, prior to delinquency, all charges for water, gas, electricity, sewer service, telephone, cable, communication services and other utilities supplied (whether by Landlord or otherwise) to the Premises, including all taxes and utility hook-up charges. To the extent any such utility is not separately metered, Tenant shall pay its proportionate share of such expense pursuant to Subsection 2.2.2.

ARTICLE 5 USE OF PREMISES

5.1 The Premises shall be used and occupied by Tenant only for the following purpose: Dental/Orthodontic office (the "Permitted Use"). Tenant acknowledges that Landlord may prohibit the use of the Premises for purposes other than as specified in this Section 5.1 as necessary to comply with exclusivity rights of other tenants at the Shopping Center, but Landlord's consent to any change in the uses permitted under this Section shall not be unreasonably withheld. Nothing contained in this Lease shall be construed to obligate Tenant to continuously operate its business in the Premises; provided, however, that if Tenant fails to operate its business in the Premises at any time: (a) Tenant shall nonetheless remain obligated to pay minimum rent and all other amounts required to be paid to Landlord under this Lease; and (2) Landlord may elect to terminate this Lease by written notice to Tenant in any case where Tenant has failed to operate its business in the Premises for a period in excess of ninety (90) days.

5.2 Tenant shall, at its cost, comply with all federal, state and municipal statutes, ordinances and regulations in force during the term and affecting the Premises, including, but not limited to the Americans with Disabilities Act and all federal and state environmental laws, to the extent same apply to Tenant's use of the Premises or to those portions of the Premises which Tenant is required to maintain or repair; and Landlord shall comply with same to the extent same apply to those portions of the Premises, which Landlord is required to maintain or repair. Further, Tenant shall not use the Premises so as to create waste or constitute a nuisance or disturb other tenants in the Shopping Center, and Tenant at all times shall maintain the Premises in a neat, clean and orderly condition.

5.3 Tenant acknowledges that neither Landlord nor any representative or agent of Landlord has made any representation or warranty to Tenant as to the suitability of the Premises for the conduct of Tenant's business.

_____ Tenant Int. _____ Landlord Int.

**ARTICLE 6
COMMON AREAS**

6.1 The Common Areas as they exist on the date of this Lease are further shown and described on the drawing attached hereto as Exhibit E. The Common Areas shall at all times be available for the nonexclusive use of Tenant during the term; provided, however, that any condemnation or taking or sale in lieu of condemnation of any or all of the Common Areas shall not constitute a violation of this Article 6. Providing that Landlord may do so without materially adversely affecting Tenant's ability to use the Premises, customer access to or the visibility of the Premises, or the available parking adjacent to the Premises, Landlord reserves the right to (a) change the entrances, exits, traffic lanes, boundaries or locations of all parking area(s) and other portions of the Common Areas, (b) construct buildings, kiosks or other improvements in the Common Areas, (c) prohibit employees of Tenant and other tenants of the Shopping Center from utilizing certain portions of the parking areas within the Common Areas, and (d) remove certain portions thereof from the Common Areas

6.2 Landlord in a manner determined at its sole discretion shall keep the Common Areas in a neat, clean and orderly condition and shall make all necessary repairs to same in a manner consistent with other first-class shopping centers in the same metropolitan area. Tenant shall pay its proportionate share thereof as set forth in Subsection 2.2.2. Tenant shall not obstruct, or cause to be obstructed, any portion of the Common Areas by placing any item or materials thereon, including, without limitation, newspaper racks, bicycle stands, amusement rides, and display racks or tables.

6.3 Landlord shall have the right to cause to be removed any cars or other vehicles of Tenant, its employees or agents that are parked in violation hereof or in violation of rules and regulations of the Shopping Center (as described in Section 17.4) without liability of any kind by Landlord to Tenant, its agents or employees.

**ARTICLE 7
MAINTENANCE, REPAIR AND ALTERATION**

7.1 Subject to the provisions of Section 1.2, Tenant's possession of the Premises shall constitute acknowledgment that the Premises are in good and tenantable condition. Should any standard or regulation now or hereafter be imposed on Landlord or Tenant with respect to the Premises by any body charged with the establishment, regulation and enforcement of occupational, health or safety standards, Tenant agrees, at its sole cost, to comply with such standard or regulation.

7.2 Except as otherwise expressly provided in this Lease, Tenant shall, at its sole cost, maintain, repair and replace the Premises and every part thereof, including, without limitation, systems for heating, air conditioning and ventilating ("HVAC");

_____ Tenant Int. _____ Landlord Int.

lighting; storefronts; window casements; plate glass; ceilings; doors; glazing's; plumbing; electrical wiring and conduits in order that the Premises shall at all times during the term be in good and sanitary condition and repair. Landlord shall provide Tenant with the benefit of any warranties applicable to the HVAC system or any other components of the Premises. Tenant shall defend, save and hold Landlord, the Premises and the Shopping Center free of and harmless from any cost, charge, expense or lien arising from or on account of such work. Within seven (7) days after Tenant acquires knowledge of the filing of a claim of mechanic's or materialman's lien against the Premises, Tenant's leasehold interest, or the Shopping Center arising out of any such work, Tenant shall deliver written notice thereof to Landlord. Within twenty (20) days after said written notice, Tenant shall cause the release of record of such claim or lien by payment or bonding of same. Tenant acknowledges that the performance of HVAC inspections and preventive maintenance by Landlord on Tenant's behalf, as provided in Article 2 of this Lease, shall not in any way relieve Tenant of Tenant's responsibilities and obligations hereunder for maintenance, repair and replacement of HVAC systems.

7.3 Landlord shall make or cause to be made all necessary repairs to the exterior walls, foundation and roof of the Premises, and all utility lines to the individual meters, unless such repairs are necessitated in whole or in part by (a) the actions or omissions of Tenant, its agents, servants, employees or invitees and for any reason the release granted to Tenant under Section 9.4 is inapplicable, or (b) any damage caused by breaking and entering, in either case Tenant shall pay to Landlord the cost of such repair. Landlord shall not be liable for any failure to make any such repair unless such failure shall persist for an unreasonable time after Tenant gives written notice of the need for such repair to Landlord. There shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any such repairs; provided, however, that Landlord shall use reasonable efforts to minimize any interference with Tenant's business. Notwithstanding any provision of this Lease to the contrary, (a) in the event of an emergency or (b) in the event Landlord fails to commence any maintenance or repair required under this section within ten (10) days after written notice from Tenant, Tenant shall have the right (but not the obligation) to perform Landlord's maintenance and repair obligations under this section, and Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant within thirty (30) days after Tenant submits a written invoice therefore. Landlord is not discharged from its obligations to maintain or repair under this section if Tenant fails to provide Landlord with written notice of the required maintenance.

7.4 Tenant may alter the interior nonstructural portions of the Premises; however, no alteration shall be made without the prior written approval of Landlord, which approval shall not be unreasonably withheld; provided, however, that Landlord's approval shall not be required with respect to non-structural alterations having a project cost of less than \$5,000.00. Any such alteration by Tenant shall be at its sole cost and subject to the provisions of Section 7.2.

ARTICLE 8
DEFAULT: LANDLORD'S REMEDIES

8.1 It shall be a "default" hereunder if Tenant shall (a) fail to deliver payment when due under this Lease any installment of Rent or any other charge or amount, within ten (10) days of any Rent due date; (b) fail to perform or observe any other covenant, agreement or provision hereof within thirty (30) days after receipt of written notice from Landlord (in the event such failure cannot be cured within said thirty (30) day period, then Tenant, to preclude a default, must commence such cure within said thirty (30) day period and proceed with diligence and good faith to accomplish same); (c) fail to open for business in the Premises on the Commencement Date; (d) file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, enter into an agreement whereby control of its business is lost to a committee of creditors, be subject to an attachment, execution or other judicial levy upon the leasehold estate hereunder, be subject to the judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises, or be subject to the filing of a petition by, for or against Tenant under the bankruptcy laws or (e) be given three (3) notices of default under this Article 8 during the term of the Lease, notwithstanding any subsequent cure of any default identified in such notices. Upon the occurrence of a default, Landlord shall have the option to give Tenant written notice of Landlord's election to terminate all right of Tenant to occupy the Premises. Upon giving such notice, Landlord shall have the right to re-enter and repossess the Premises by self-help and all other lawful means, either with or without process of law, and to expel and remove Tenant and every other person occupying the Premises. Tenant hereby waives and releases any and all negligence claims, demands and causes of action against Landlord related to any such re-entry or repossession of the Premises by Landlord. Neither the termination of the right of Tenant to occupy the Premises nor such re-entry shall relieve Tenant from its obligation to pay Rent and to perform and observe all the terms, covenants and conditions of this Lease on the part of Tenant to be performed and observed. Any other provision of this Lease notwithstanding, in the event of any default by Tenant Landlord shall use reasonable efforts to mitigate its damages.

8.2 Upon the entry into possession of the Premises without termination of this Lease, Landlord may, but need not, relet the Premises or any part thereof for the account of Tenant to any person, firm or corporation, other than Tenant, for such rent, for such time and upon such terms as Landlord, in its sole and absolute discretion, shall determine, and Landlord shall not be required to accept any lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. In any such case, Landlord may make such repairs and perform such maintenance to the Premises as are necessary to keep the Premises in the same condition as the Premises were in as of the Commencement Date, reasonable wear and tear excepted, and Tenant shall, on demand, pay the costs thereof, together with Landlord's expense of reletting. If the Rent collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the Rent reserved in this Lease, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.

_____ Tenant Int. _____ Landlord Int.

8.3 In addition to its other rights hereunder, Landlord shall have the right to elect, at any time after the occurrence of a default, or at any time after Landlord has terminated Tenant's right to possession only, to accelerate all Rent due hereunder, cancel and terminate this Lease by serving written notice on Tenant of such election, and to pursue any and all remedies at law or in equity that may be available to Landlord.

8.4 No receipt of money by Landlord from Tenant or from any other party after default, after notice of default, after the termination of this Lease, after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit. Nothing contained herein shall be construed to adversely affect the right of Landlord to indemnification for any liability of Tenant arising prior to termination of this Lease. Further, no right or remedy herein set forth shall be exclusive of any other right or remedy granted or conferred upon Landlord by statute, judicial decision or common law, as each and every such right and remedy shall be cumulative.

8.5 In the event of any dispute arising under this Lease, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable attorney and paralegal fees, expenses, court costs and all other expenses and costs of any suit, trial or appeal thereof incurred by the prevailing party in enforcing any of the obligations of the other party under this Lease. Additionally, all reasonable costs incurred by the prevailing party in connection with collecting any amounts and damages owing by the other party pursuant to the provisions of this Lease or to enforce any provision of this Lease, including by way of example, but not limitation, reasonable attorneys' fees from the date any such matter is turned over to an attorney, shall also be recoverable by the prevailing party, whether or not litigation is actually commenced.

8.6 If a default occurs, Landlord shall have the option, upon seven (7) days' written notice to Tenant, to cure said default for the account of and at the expense of Tenant; provided, however, that no such notice shall be required for emergency repairs. Tenant shall pay the expenses of said cure within ten (10) days after Landlord renders a statement therefore, together with interest thereon at the rate of one and one-half percent (1.5%) per month commencing with the day Landlord first pays such expense.

8.7 Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, including, but not limited to, suits for injunctive or declaratory relief. The exercise or commencement of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or subsequent exercise by Landlord or any or all other rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise.

**ARTICLE 9
FIRE INSURANCE AND DESTRUCTION**

9.1 Landlord shall maintain fire and extended coverage insurance on the Shopping Center issued by one or more reputable insurance carriers in commercially reasonable amounts. Tenant shall reimburse Landlord for Tenant's proportionate share of the premiums for such insurance as set forth in Subsection 2.2.3. Nothing herein shall preclude any such policy from bearing a loss payee or mortgage endorsement in favor of the holder(s) of any mortgage or deed of trust encumbering the interest of Landlord hereunder.

9.2 Tenant shall comply with all insurance company requirements applicable to the use of the Premises, and Tenant shall not use the Premises, or permit the Premises to be used in any manner, which would increase the premium of the insurance described above, or cause a cancellation of any such insurance policy. Tenant shall not keep in or about the Premises any article, which may be prohibited by any standard form policy of fire, insurance. If Tenant's use of the Premises causes any increase in the premium for such insurance policies, then Tenant shall pay as additional rent hereunder, on demand from Landlord, all of such increase.

9.3 Except as provided hereinafter, in the event the Premises are damaged by perils covered by such insurance, Landlord agrees to repair same as provided below, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the minimum rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the ratio set forth in Section 11.2.

9.3.1 In the event the Premises are damaged (a) as a result of any cause other than the perils covered by Landlord's insurance and such damage exceeds Five Thousand Dollars (\$5,000.00); (b) as a result of a peril covered by Landlord's insurance and such damage exceeds twenty-five percent (25%) of the replacement value cost of the Premises; or (c) as a result of any peril where such damage occurs during the last year of the term and will take more than thirty (30) days to repair; then, and in any such event, Landlord shall have the option (i) to repair such damage, this Lease continuing in full force and effect, but the minimum rent to be proportionately reduced as above provided, or (ii) to give notice to Tenant, at any time within thirty (30) days after such damage, to terminate this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event the Premises are so damaged during the last year of the term, Tenant shall also have the option of terminating this Lease upon thirty (30) days' written notice to Landlord to be given, if at all, within thirty (30) days after such damage. Termination by Tenant hereunder shall be subject to the same conditions as termination at the option of Landlord. Landlord shall also have the option of terminating this Lease in the event of the destruction of at least twenty-five percent (25%) of the replacement value of the Shopping Center, irrespective of whether the Premises have been damaged. In

_____ Tenant Int. _____ Landlord Int.

the event that Landlord has not restored the Premises to a tenantable condition within two hundred seventy (270) days following the date of any casualty, Tenant may terminate this Lease upon written notice to Landlord, such written notice to be provided to Landlord no later than three hundred (300) days following the date of casualty.

9.3.2 If the term of this Lease is to continue upon repair or restoration by Landlord, Tenant shall, at its expense (using the insurance proceeds provided for in Article 10 and other funds, if necessary), promptly restore the interior of the Premises to include substantially all of Tenant's trade fixtures and leasehold improvements and shall again conduct its business at the Premises as soon as reasonably possible. Landlord shall not be required to repair any injury or damage to, or to make any repairs or replacements of, any leasehold improvements not covered by Landlord's casualty insurance, or any fixtures, inventory or personal property of Tenant.

9.4 As long as their respective insurers permit, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action against each other, their agents, officers, directors, partners and employees, for any loss or damage that may occur to the leased premises or any other improvements in the Shopping Center, or personal property, including building contents, within the Premises and/or the Shopping Center, by reason of fire or the elements of nature or other events to the extent recoverable under the extended all risk property damage insurance coverage maintained by the party suffering such loss, regardless of cause or origin including negligence of Landlord or Tenant and their agents, officers, directors, partners and employees. Landlord and Tenant shall immediately give written notice of the terms of the mutual waivers contained in this section to each of their respective insurance companies which have issued policies of insurance covering all risk property damage, and shall have the insurance policies properly endorsed, if necessary, to reflect the insurance company's express acknowledgment and agreement of such waiver and the absence of any subrogation rights. Each party shall provide to the other, annually within ten (10) days after request therefore, evidence that its all risk property damage insurance policies have been so endorsed, if necessary.

ARTICLE 10 TENANT'S INSURANCE

10.1 Tenant shall, at Tenant's expense, obtain and keep in force the following insurance coverage's: (a) fire and extended coverage on Tenant's fixtures, equipment, furnishings, merchandise and other contents in the Premises to the full replacement value thereof; (b) plate glass insurance; and (c) comprehensive public liability insurance insuring Tenant, with Landlord and its mortgagee, if any, named as additional insureds, against any liability arising out of the ownership, use, occupancy or maintenance of the Premises, in commercially reasonable amounts of at least Two Million Dollars (\$2,000,000.00) with respect to any one person, Two Million Dollars (\$2,000,000.00) for injury or death in any one occurrence and Two Million Dollars (\$2,000,000.00) for

_____ Tenant Int. _____ Landlord Int.

property damage. The limits of any such insurance shall not, however, limit the liability of Tenant hereunder. Tenant may provide any such insurance under a blanket policy. If Tenant fails to procure and maintain said insurance, Landlord at its option may procure and maintain same, at the expense of Tenant. Tenant shall deliver to Landlord, on or before the Commencement Date, a copy of the policies of insurance required herein or certificates evidencing the existence and amounts of such insurance. No such policy shall be subject to reduction of coverage, and all such policies shall be written as primary policies not contributing with any coverage which Landlord may carry. Each such policy shall provide that it shall not be cancelled, reduced or modified by the insurer without thirty (30) days' prior written notice to Landlord.

10.2 Workers' Compensation Coverage. Tenant shall also carry at all times such workers' compensation insurance as may be required of it under Ohio law, as well as Employer's Liability Coverage and shall provide Landlord evidence of such coverage within 10 days of any written request by Landlord therefore. Any and all injuries or claimed injuries to Tenant's employees occurring on or around the Premises or Shopping Center or the vicinity of either shall be regarded as a worker's compensation matter, to be adjusted through the workers' compensation system, and in the event any such employee shall claim that his or her injury is of a nature allowing pursuit of a claim in addition to or in lieu of a workers' compensation claim, such matter shall be handled by Tenant solely as an employer/employee matter, without the involvement of Landlord and Tenant shall indemnify, defend, and hold Landlord harmless from any and all such claims.

ARTICLE 11 CONDEMNATION

11.1 In the event of any taking of or damage to all or any part of the Premises (or any interest therein) prior to termination of this Lease, by reason of any exercise of condemnation or the power of eminent domain, or by reason of any transfer of all or any part of the Premises (or any interest therein) made in avoidance of such an exercise (collectively, "appropriation"), the rights and obligations of Landlord and Tenant with respect thereof shall be as follows:

11.2 In the event of an appropriation of all the Premises, this Lease shall terminate as of the date of such appropriation. In the event of an appropriation of twenty-five percent (25%) or more of the square foot area of the Premises, but less than all thereof, or of an appropriation of twenty-five percent (25%) or more of the parking area of the Shopping Center, either party shall have the right, at its election, to terminate this Lease upon thirty (30) days' written notice to the other party, provided that such election is made within sixty (60) days of the appropriation. In the event of any appropriation of less than the percentage(s) set forth herein, or if such appropriation exceeds said percentage(s) but neither party elects to so terminate, this Lease shall continue in full force and effect, except that for the remainder of the term

_____ Tenant Int. _____ Landlord Int.

(a) the monthly minimum rent shall be abated to an amount which bears the same ratio to such prior monthly minimum rent as the square footage of the Premises after the appropriation bears to the square footage of the Premises immediately prior to such appropriation, and (b) the Premises shall be reduced by the portion so appropriated. Further, any other sums payable hereunder which are based upon the square footage of the Premises shall likewise be proportionately reduced. If this Lease is not terminated as aforesaid, Landlord, at Landlord's expense, will make any restoration of the unappropriated Premises necessitated by reason of the appropriation to the extent possible from the condemnation proceeds received by Landlord.

11.3 All awards and settlements for the taking of any portion of the Premises shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired term of this Lease; provided, however, that any separate award granted specifically for Tenant's trade fixtures or relocation expenses shall belong to Tenant.

ARTICLE 12 IMPROVEMENTS AND TRADE FIXTURES

12.1 Tenant shall at its sole discretion select the architect(s) to complete its space planning and construction drawings as required and shall be responsible for any cost(s) associated with space planning and/or construction drawings. Tenant shall have the right to select its general contractor and control the process for Tenant's Work. Tenant shall be allowed to complete the interior construction of the Premises in accordance with its national décor program to the extent that such program does not violate any applicable federal, state and municipal statutes, ordinances and regulations in force during the term and affecting the Premises, or the REA (See Exhibit J).

12.2 Upon the expiration or termination of this Lease or Tenant's possession of the Premises for any reason, Tenant shall surrender the Premises to Landlord in good condition and repair, broom clean, normal wear and tear and damage by fire and other casualty excepted, together with all fixtures, additions and improvements (other than Tenant's moveable trade fixtures as defined in EXHIBIT H) then situated on the Premises, unless Landlord notifies Tenant that Landlord desires the removal of any or all of said fixtures, additions and improvements, in which event Tenant shall be responsible for removal of same from the Premises not later than three (3) days after the later of the date of Landlord's notice or the date of termination of the Lease. Tenant shall, within seven (7) days after any such removal, repair at its cost any damage to the Premises or adjacent portions of the Shopping Center caused by Tenant's surrender.

12.3 Tenant shall remove from the Premises at its cost, within three (3) days after the expiration or termination of this Lease or Tenant's possession of the Premises for any reason, all personal property of Tenant and all moveable trade fixtures (including signs and displays) installed by or belonging to Tenant. Tenant shall, within

_____ Tenant Int. _____ Landlord Int.

seven (7) days after such removal, repair at its cost any damage caused to the Premises or adjacent portions of the Shopping Center by such removal.

12.4 If, within the time periods specified above, Tenant has not removed from the Premises all trade fixtures, personal property, additions and improvements which Tenant is required to remove, Landlord shall have the option of (a) requiring Tenant upon demand to immediately remove all such items and to pay any damages or costs incurred or suffered by Landlord as a result of Tenant's failure to do so, (b) causing such items to be removed from the Premises, in which case all charges for removal and storage or disposal of same shall be paid by Tenant immediately upon receipt of an invoice for such charges, or (c) without notice to Tenant, deeming such unremoved or stored items to be abandoned and therefore the property of Landlord absolutely, without any claim or right on the part of Tenant. All covenants, agreements and obligations of Tenant under this Article 12 shall survive the expiration or termination of this Lease.

12.5 Landlord shall not be liable for any damage to the property of Tenant or others located at the Premises, nor for the loss or damage to any such property by theft or otherwise. Landlord shall not be liable for any injury or damage at the Premises to persons or property resulting from fire, explosion, casualty, public utilities or water leakage into the Premises from the roof, street, subsurface or plumbing unless resulting from the negligent or willful act of Landlord or its agents or contractors, but subject to the release granted to Landlord pursuant to Section 9.4.

ARTICLE 13 ASSIGNMENT, SUBLETTING AND ENCUMBERING

13.1 Tenant may not (a) assign, transfer, encumber or hypothecate this Lease or any interest therein, (b) sublet the Premises, or any part thereof, or (c) enter into a license agreement or other arrangement whereby the ownership or use of the leasehold estate or the Premises is held or utilized by another party, without the prior written consent of Landlord. Any attempt to transfer, assign, sublet, enter into a license agreement, change possession or ownership, mortgage or hypothecate without Landlord's said consent shall be void and confer no rights upon any third person. Without limiting Landlord's right to refuse to give such consent for any other reason, Landlord reserves the right to refuse to give such consent if in Landlord's reasonable business judgment: (i) the quality of the operation of the Shopping Center may in any way be adversely affected during the term of the Lease; (ii) the financial worth of the proposed new tenant is not sufficient in light of all Rent and charges payable hereunder; or (iii) the terms of any other leases in the Shopping Center would prohibit the giving of such consent.

13.2 If Tenant is a corporation, partnership, Limited Liability Company or other legal entity, the transfer by whatever means of fifty percent (50%) or more of Tenant's ownership or control shall be deemed a transfer prohibited hereby. If Landlord

_____ Tenant Int. _____ Landlord Int.

consents to the assignment or subletting, fifty percent (50%) of any monthly rent or other payment accruing to Tenant as a result of any such assignment or subletting, which is in excess of the Rent payable by Tenant hereunder, shall be paid to Landlord as additional rent.

13.3 No assignment, transfer or subletting otherwise permitted shall be effective unless and until the assignee or sub lessee shall in writing expressly assume all of the provisions, covenants and conditions of this Lease on the part of Tenant to be kept and performed. In addition, no such assignment, subletting or transfer permitted hereunder shall act as a release of Tenant from any obligation accruing under this Lease, except as expressly agreed in writing by Landlord.

13.4 Any other provision of Sections 13.1 and 13.2, above, notwithstanding, Tenant may assign this Lease or sublet the Premises, without Landlord's consent and without giving rise to any take-back option in favor of Landlord: (i) to any parent, subsidiary, or affiliate entity, (ii) to any successor in interest of all or substantially all of the assets, stock or business of Tenant to which this Lease pertains, subject to Landlord's prior receipt of audited financial records of the intended assignee and agreement that such intended assignee has sufficient net worth to satisfy Landlord, in its reasonable discretion. A person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, is an affiliate of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. Control shall be defined as (i) ownership of 20% or more of the voting power of all classes of voting stock, or (ii) ownership of 20% or more of the beneficial interests in income and capital of an entity other than a corporation.

ARTICLE 14 LIMITATION OF LIABILITY

14.1 "Landlord" as used in this Lease shall be limited to mean only the owner or owners at the time in question of the real estate comprising the Shopping Center. In the event of the transfer of the title to this Lease or the Shopping Center, the grantor shall be automatically freed and relieved, from and after the date of such transfer, of all liability under this Lease accruing subsequent to such transfer, which liability shall be assumed by the grantee of Landlord's interest in this Lease or in the Shopping Center.

ARTICLE 15 ENVIRONMENTAL CONTAMINATION

15.1 Tenant shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the Premises without first obtaining Landlord's written consent. Regardless of whether Tenant has obtained Landlord's written consent, if any contamination of any kind whatsoever occurs during Tenant's occupancy of the Premises or if Tenant violates any local, state or federal law or regulation relating

_____ Tenant Int. _____ Landlord Int.

to hazardous substances or environmental contamination, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, any and all sums paid for settlement of claims, attorney's fees, consultant fees and expert fees arising during or after the term. As used herein, the term "hazardous substance" shall mean any substance that is toxic, ignitable, reactive or corrosive and that is regulated by any local, state or federal governmental agency or entity; any and all material or substance that is defined as "hazardous waste," "extremely hazardous waste" or a "hazardous substance" under any local, state or federal law or regulation; asbestos; PCBs; and all petroleum products.

15.2 Landlord represents and warrants that to its actual knowledge there are no hazardous or potentially hazardous materials in or about the Premises and/or the building or Shopping Center of which the Premises are a part of, including but not limited to radon, radiation, asbestos, asbestos containing materials, PCB's and PCB containing materials and CFC's. Tenant shall be permitted to conduct a Phase I environmental investigation at its expense, and the effectiveness of this Lease shall be expressly conditioned upon Tenant's reasonable satisfaction with the results of the investigation, such investigation and satisfaction to be in accordance with the provisions set forth in Section 1.1, hereof. Landlord shall provide Tenant with such cooperation and information in connection with such investigation as Tenant may reasonably request. Landlord shall be responsible, at its sole expense, for the removal, remediation and treatment of any hazardous materials in, on or under the Shopping Center, including, but not limited to, mold. Landlord shall and hereby does agree to indemnify, protect, defend and hold harmless Tenant and its partners, directors, officers, employees, shareholders, agents, contractors and each of their respective successors and assigns from and against any and all claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses and expenses, including Tenant's reasonable attorneys' fees, resulting from Landlord's breach of the representations and warranties as set forth in this Article 15. The foregoing notwithstanding, Landlord shall not be liable under this Section for any act of Tenant or its employees, agents or representatives.

ARTICLE 16 INDEMNIFICATION

16.1 Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, actions, liabilities and damages (including reasonable attorney and paralegal fees and defense costs) arising from Tenant's (a) use and occupancy of the Premises, (b) conduct of its business and any other activity or occurrence in, on or about the Premises, or (c) default in the performance of any obligation of Tenant under this Lease. In case any action or proceeding is brought against Landlord by reason of any such occurrence, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to

_____ Tenant Int. _____ Landlord Int.

Landlord or satisfactory to Tenant's insurance carrier(s). Tenant assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause whatsoever, and Tenant hereby waives all claims in respect thereof against Landlord, unless resulting from the negligent or willful act of Landlord or its agents or contractors.

16.2 Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims, actions, liabilities and damages (including reasonable attorney and paralegal fees and defense costs) arising from Landlord's (a) ownership or operation of the Shopping Center, (b) any other activity or occurrence in, on or about the Shopping Center (other than within the Premises), or (c) default in the performance of any obligation of Landlord under this Lease, unless such claim, action, liability or damage is a result of the negligent or willful act of Tenant or its agents or contractors. In case any action or proceeding is brought against Tenant by reason of any such occurrence Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel reasonably satisfactory to Tenant or satisfactory to Landlord's insurance carrier(s).

ARTICLE 17 GENERAL PROVISIONS

17.1 Any holding over after the expiration of the term shall be construed to be a tenancy from month to month only, in which case the Rent provisions will continue to apply during such month-to-month tenancy with a fifty percent (50%) increase of minimum rent over the minimum rent rate in effect at the expiration of the term, and subject to all the other terms and the conditions herein set forth.

17.2 Time is of the essence of this Lease.

17.3 The waiver by Landlord of any breach or default of any provision hereof shall not be deemed to be a waiver of any subsequent default of such provision. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such Rent.

17.4 Tenant shall faithfully observe and comply with all reasonable rules and regulations that Landlord shall, from time to time, promulgate and/or modify as to the parking areas, signage and other Common Areas of the Shopping Center. The rules and regulations shall be binding upon the Tenant upon delivery of a copy thereof to Tenant; provided, however, that such rules shall in no event alter or supersede the provisions of this Lease or adversely affect the rights of Tenant under the provisions of this Lease. Landlord shall not be responsible to Tenant for the nonperformance of any of said rules and regulations by any other tenant or occupant of the Shopping Center. Landlord will use reasonable measures to ensure the rules and regulations shall be

consistently enforced and uniformly applied. Failure by Landlord to enforce any rule or regulation shall not constitute a waiver of its ability to enforce the rules and regulations at a later time.

17.5 Tenant shall not affix, attach or otherwise place any sign on the roof, exterior or interior portions of the windows, exterior walls, corridors, or any other area of the Shopping Center without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Subject to compliance with all zoning, insurance, and other legal requirements, Tenant shall affix a sign bearing its trade name on the front of the Premises in an area designated by Landlord. Prior to the Commencement Date, Tenant shall deliver to Landlord its proposed sign drawing and plans, and a list of those other items, which Tenant desires to construct or maintain on or about the Premises and Shopping Center for Landlord's approval, which such approval shall not be unreasonably withheld or delayed. Landlord expressly agrees that (1) Tenant shall be allowed to install the maximum exterior building signage allowed by the REA and by local code, including any variance or appeal thereof; (2) Tenant shall be allowed to install Tenant's standard individual lettered, internally illuminated sign on each exterior side/elevation of the Premises, to the extent such is allowed by the REA and by local code, including any variance or appeal thereof (See Exhibit G); (3) Tenant shall be allowed to install a storefront sign with a minimum width of 25 feet to the extent such width is allowed by the REA and by local code, including any variance or appeal thereof; and (4) Landlord will provide Tenant with space on any pylon or monument sign currently in place or which may hereafter be erected for the Shopping Center in accordance with the REA, which shall be paid for by all tenants of the Shopping Center in proportion to the leasable square footage of their respective premises in the Shopping Center. Tenant shall pay the cost of design, fabrication and installation of its sign panel and a proportionate share of the expenses of operating, maintaining and repairing and utility costs for such sign(s), based upon the square footage of Tenant's sign area and the aggregate square footage of all sign areas. All of Tenant's signage is subject to applicable restrictions and ordinances.

17.6 This Lease shall be subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of the Landlord in the Premises. Tenant agrees to execute and deliver such instruments (i.e., Subordination, Non-Disturbance and Attornment Agreement – see Exhibit K) as may be desired by Landlord or by any mortgagee subordinating this Lease to the lien of any present or future mortgage or deed of trust; provided, however, that so long as Tenant is not in default of the terms of this Lease that Tenant's obligations under this section shall be conditioned upon Tenant's receipt of a Non-Disturbance Agreement from any such mortgagee or lien holder in a form reasonably satisfactory to Tenant.

17.7 This Lease and all of the covenants and conditions herein contained shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and successors (to the extent permitted hereunder) of each of the parties.

_____ Tenant Int. _____ Landlord Int.

17.8 The title or captions of the Articles of this Lease are for reference purposes only and have no effect upon the construction or interpretation of any part hereof. The use herein of the neuter gender includes the masculine and the feminine whenever the context requires.

17.9 If Tenant is represented to be a corporation, partnership, limited liability company or other legal entity, each individual executing this Lease on behalf of said entity represents, warrants and agrees that he or she is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity in accordance with its terms. Each individual executing this Lease who is a controlling owner or proprietor of the business operated at the Premises shall be personally liable for the obligations of Tenant under this Lease if said entity does not exist or ceases to exist as represented, or if this Lease is for any reason deemed not to be binding upon said entity due to the lack of authority of any individual signing on behalf of Tenant.

17.10 Landlord may, upon reasonable prior written notice to Tenant, enter upon the Premises for the purpose of inspecting, performing HVAC preventive maintenance, making repairs, replacements or alterations, and showing the Premises to prospective purchasers, lenders or lessees; provided, however, that Landlord shall use reasonable efforts to minimize any disruption of Tenant's business. During the last one hundred eighty (180) days of the term, Landlord shall have the right to display one or more "for rent" signs on or about the Premises.

17.11 All exhibits, amendments and addenda attached hereto are hereby incorporated herein and made a part hereof.

17.12 This Lease sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing signed by both parties. Tenant acknowledges that it is not relying on any verbal or written understanding or representation outside the terms of this Lease.

17.13 This Lease shall be construed and enforced in accordance with the laws of the State of Ohio.

17.14 The parties agree that _____ has represented Tenant in this transaction, and that there were no other brokers or agents instrumental in introducing Tenant to the within transaction or in consummating this Lease. Landlord agrees to compensate said brokers on a co-op basis in accordance with a separate commission agreement, which shall provide for the payment of one-half (1/2) of the commission upon full lease execution and the remainder as of the rent Commencement Date. Tenant agrees to defend, indemnify Landlord and hold Landlord harmless against any claims for brokerage or other commissions by anyone except for _____ alleging to have introduced Tenant to

_____ Tenant Int. _____ Landlord Int.

the within transaction or arising out of Tenant's breach of this warranty and representation. In the event Tenant defaults and Landlord terminates this Lease pursuant to Article 8 hereof then, in addition to other amounts Landlord may recover from Tenant, Landlord may recover the same percentage of the commissions already paid to the brokers as the percentage of the then current term which is unexpired on the date of such default by Tenant, except that in no event shall Landlord be entitled to recover from Tenant an amount greater than Landlord's actual damages resulting from such breach.

17.15 This Lease shall not be recorded, and if either party should record the same in the Office of the Recorder of _____ County, Ohio, the recording shall have no effect. When possession of the Premises has been delivered to Tenant, the parties hereto shall, upon request of either party, execute, acknowledge, deliver and record a memorandum of lease in mutually acceptable form specifying the terms of this Lease.

17.16 If any clause, sentence, paragraph or part of this Lease shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Lease, but shall be limited in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other respects, the Lease shall continue in full force and effect.

17.17 All notices, requests, demands, documents and other communications required or desired to be given hereunder shall be in writing and delivered either personally with evidence of receipt or by United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Landlord at its address set forth above, and to Tenant as follows:

With a copy to:

or to such other address as notice thereof may have been given. If delivered by certified or registered mail, delivery shall be conclusively deemed effected at the time of receipt or three (3) days after mailing, whichever shall first occur.

_____ Tenant Int. _____ Landlord Int.

17.18 Tenant shall, within twenty (20) days after receipt of Landlord's request therefore, execute and mail to any proposed purchaser of, mortgagee of or beneficiary under a deed of trust encumbering the Shopping Center, a certificate declaring (a) the existence of this Lease and amendments, if any, to it, (b) Landlord's breaches hereunder, if any, known to Tenant as of the date of such certificate, and (c) the status of Rent payments and security deposits hereunder. Any such certificate may contain such other reasonable provisions as the recipient thereof may desire. After the giving of such certificate, Tenant shall be estopped to thereafter deny the truth of any declaration made in such certificate.

17.19 Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises or in the event of any proceeding brought for the foreclosure of any mortgage made by Landlord covering the Premises, attorn to the purchaser or foreclosing mortgagee and recognize such purchaser or foreclosing mortgagee as Landlord under this Lease; provided, however, that so long as Tenant is not in default hereunder, Tenant's obligations under this section shall be conditioned upon Tenant's receipt of a Non-Disturbance Agreement from any such transferee or assignee in a form reasonably satisfactory to Tenant.

ARTICLE 18 RULES AND REGULATIONS

18.1 This Lease is subject to the following initial rules and regulations, which are made a part hereof, as described in Section 17.4:

- (a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord.
- (b) All garbage and refuse shall be kept in the kind of container specified by Landlord and prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost, or if such service is used by other tenants, Tenant shall pay its proportionate share of such cost. If Landlord does not provide or designate a service for picking up refuse and garbage, Tenant shall do so and pay the cost thereof. In the event Tenant's use of the Premises requires Landlord, in Landlord's reasonable judgment, to provide receptacles for trash to Tenant in excess of those which Landlord provides to other tenants of the Shopping Center, Tenant shall, in addition to paying its pro rata share of such costs as otherwise provided herein, pay to Landlord the additional costs so incurred. Such additional costs incurred by Landlord and reimbursed by tenants of the Shopping

Center shall not be included as an operating expense under Article 2.

- (c) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises.
- (d) Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (e) The outside areas immediately adjoining the Premises, including, but not limited to, sidewalks and customer walkways, shall be kept clean and free from snow, ice, dirt, and rubbish by Tenant and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be disposed of therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.
- (g) Neither Tenant nor any employee or agent of Tenant shall solicit business in the Common Areas, nor shall Tenant distribute any handbills or other advertising matter to automobiles parked in the Common Areas. Supervision, management and control of the Common Areas is within the sole discretion of Landlord.
- (h) If Tenant elects to install window treatments at the Premises, the style and color of such window treatments shall be subject to the prior written approval of Landlord.
- (i) The designated parking spaces in the Common Areas are reserved for the daily business purposes of tenants of the Shopping Center and their employees, agents, visitors and customers. Parking areas shall not be used for long-term storage of vehicles, or for parking of vehicles whose owner or user is not then at the Shopping Center. Tenant shall observe all posted parking signs and regulations.

ARTICLE 19 UNCONDITIONAL LEASE GUARANTY

19.1 The attached Unconditional Lease Guaranty by Jeffrey Fisher is hereby incorporated into this Lease and made an integral part hereof, if required by Landlord (See Exhibit F).

_____ Tenant Int. _____ Landlord Int.

**ARTICLE 20
DECLARATION OF RESTRICTIONS AND
GRANT OF RECIPROCAL EASEMENTS**

20.1 Tenant acknowledges and agrees that the Lease and the Premises are subject to various rights, restrictions, easements, privileges, benefits and covenants contained in any relevant instruments of record with the _____ County, Ohio Recorder, including, but not limited to Exhibit J.

**ARTICLE 21
EXCLUSIVITY**

21.1 Landlord agrees during the term of the Lease, provided Tenant is in full compliance with the terms and conditions of the Lease, and that Tenant is operating the Premises for the Permitted Use, Landlord will not lease any premises in the inline retail portion of the Shopping Center to any tenant or occupant or permit any tenant or occupant to operate within the inline retail portion of the Shopping Center a store for _____ (the "Exclusive Use"); provided, however, that the Exclusive Use shall expire without further act of the parties if, as a result of a default, Landlord terminates Tenant's right to possession of the Premises (with or without a termination of the Lease). In the event that a tenant or occupant of the inline retail portion of Shopping Center shall operate or conduct the Exclusive Use and such operation or conduct continues for a period exceeding three (3) months from the date Tenant delivers to Landlord written notice of such violation of this Article 21, until such conduct or operation ceases, Tenant's Rent shall be one-half (1/2) of the Rent otherwise payable hereunder from said date Tenant delivers said written notice to Landlord. Additionally, Tenant shall have the continuing right to terminate this Lease upon sixty (60) days prior written notice to Landlord. In the event of such termination, Landlord shall pay to Tenant the unamortized cost of leasehold improvements and alterations paid for by Tenant, amortized on a straight-line basis from the Commencement Date or the date the cost was incurred, whichever is later. Tenant may, at its option, also seek injunctive relief.

_____ Tenant Int. _____ Landlord Int.

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth at the beginning hereof.

By: _____

By: _____

Printed: _____

Printed: _____

Its: _____

(Tenant)

Its: _____

(Landlord)

_____ Tenant Int. _____ Landlord Int.

ACKNOWLEDGMENTS

AS TO LANDLORD

**STATE OF OHIO
COUNTY OF FRANKLIN SS:**

Before me, a Notary Public, in and for said County, personally came the above named _____ organized under the laws of the State of Ohio, the LANDLORD in the foregoing Lease by Scott T. Mallory, the President of its Manager, and as such officer duly authorized by the Members of such limited liability company, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed as such officer and the free act and deed of said limited liability company, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal at _____, _____ this ____ day of _____, _____.

Notary Public
AS TO LANDLORD

AS TO TENANT

**STATE OF OHIO,
COUNTY OF _____, SS:**

Before me, a Notary Public in and for said county, personally appeared the above named _____ by _____, as its duly authorized representative, who acknowledged the execution of the foregoing instrument to be his free and voluntary act and deed and the free act and deed of said limited liability company/corporation/partnership, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto affixed my hand and official seal at _____, _____ this ____ day of _____, _____.

Notary Public
AS TO TENANT

_____ Tenant Int. _____ Landlord Int.

ATTACHED EXHIBITS

- EXHIBIT A: Building Floor Plan**
- EXHIBIT B: Landlord's Work Description**
- EXHIBIT C: Rent Table**
- EXHIBIT D: Additional Landlord's Work**
- EXHIBIT E: The Building Common Area**
- EXHIBIT F: Unconditional Lease Guaranty**
- EXHIBIT G: Tenant Signage**
- EXHIBIT H: Tenant Inventory of All Moveable Trade Fixtures**
- EXHIBIT I: Additional Requirements**
- EXHIBIT J: Restrictive Covenants**
- EXHIBIT K: SNDA Agreement**

EXHIBIT A
BUILDING FLOOR PLAN

_____ Tenant Int. _____ Landlord Int.

EXHIBIT B
LANDLORD'S WORK DESCRIPTION

_____ Tenant Int. _____ Landlord Int.

**EXHIBIT C
RENT TABLE**

	Total Square Feet	Minimum Rent Rate/Sq .ft.	Annual Minimum Rent	Monthly Minimum Rent	Additional Rent Estimated (CAM) *	Estimated Annual Rent	Estimated Monthly Rent with CAM
Year 1	x,xxx	\$ x,xxx	#VALUE!	#VALUE!	\$5.00	#VALUE!	#VALUE!
Year 2	x,xxx	\$ xx.xx	#VALUE!	#VALUE!	\$5.00	#VALUE!	#VALUE!
Year 3	x,xxx	\$ xx.xx	#VALUE!	#VALUE!	\$5.00	#VALUE!	#VALUE!
Year 4	x,xxx	\$ xx.xx	#VALUE!	#VALUE!	\$5.00	#VALUE!	#VALUE!
Year 5	x,xxx	\$ xx.xx	#VALUE!	#VALUE!	\$5.00	#VALUE!	#VALUE!
RENEWAL PERIOD NEGOTIATED AT CURRENT MARKET RATE							

(In addition to minimum rent and CAM the Tenant will be billed periodically for HVAC maintenance, domestic water usage and sanitary sewer fees.)

_____ Tenant Int. _____ Landlord Int.

EXHIBIT D
ADDITIONAL LANDLORD'S WORK

_____ Tenant Int. _____ Landlord Int.

EXHIBIT E
THE BUILDING COMMON AREA

_____ Tenant Int. _____ Landlord Int.

EXHIBIT F
UNCONDITIONAL LEASE GUARANTY

THIS UNCONDITIONAL GUARANTY OF LEASE forms a part of the Lease Agreement (the "Lease Agreement") dated _____ between _____ (the "Landlord") and _____ (the "Tenant"). The Lease Agreement, including defined terms (unless otherwise defined herein), rules of construction, and terms and conditions, is hereby incorporated herein and made a part hereof for all purposes.

The undersigned _____ (the "Guarantor"), whose address is _____ in consideration of leasing the Premises described in the Lease Agreement to the above named Tenant, does hereby covenant and agree as follows:

- A. If Tenant defaults in the performance of any to the covenants and obligations of the Lease Agreement on Tenant's part to be performed (including payment of all amounts due), the Guarantor will on demand perform the covenants and obligations of the Lease Agreement on Tenant's part and will on demand pay to Landlord any and all sums due Landlord, including all damages and expenses that may arise in consequence of Tenant's default. Guarantor does hereby waive all requirement of notice of the acceptance of this Guaranty and all requirements of notice of breach and nonperformance by Tenant.
- B. This Guaranty is a guaranty of payment and not of collection for any sum of money owing form Tenant to Landlord.
- C. Guarantor hereby waives: (1) any right to require that any prior action be brought against Tenant; and (2) any right to require that resort be had to any security or to any other credit in favor of Tenant; and (3) all suretyship defenses generally, and the right to petition for marshalling of assets.
- D. This Guaranty shall remain and continue in full force and effect as follows:
 - 1. As to any renewal, extension, holdover, modification, or amendment of the Lease Agreement (including any expansion of the Premises and any increase in the Tenant's obligations to Landlord). This Guaranty shall remain and continue in full force and effect as to the Lease Agreement even though Tenant may have subleased all or any portion of the Premises or assigned all or any portion of Tenant's interest in the Lease Agreement. Guarantor waives notice of any and all such renewals, extensions, holdover, modifications, amendments, subleases, or assignments.

_____ Tenant Int. _____ Landlord Int.

2. Even though Landlord may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned, or misapplied other collateral given as additional security (including other guaranties) or released Tenant from the performance of its obligation under the Lease Agreement.
 3. Notwithstanding the institution by or against the Tenant of bankruptcy, reorganization, readjustments, receivership, or insolvency proceedings or any nature, or the disaffirmance of the Lease Agreement in any such proceedings or otherwise.
 4. Until Landlord has executed and delivered to Guarantor an instrument specifically releasing Guarantor, Guarantor may not be released by any actions or oral statements of Landlord or by implication.
- E. If the Lease Agreement is terminated due to default by Tenant, Guarantor shall (without in any way limiting its liability under any other provision of this Guaranty) at the request of and within the complete discretion of the Landlord, enter into a new Lease Agreement with Landlord on the same terms and conditions as contained in the Lease Agreement immediately prior to its termination, commencing on the termination date of the Lease Agreement and ending on the expiration date of the Lease Agreement. This provision shall not vest Guarantor with any right to demand or require such a new lease agreement from Landlord. Landlord shall have sole and absolute discretion as to whether such new lease agreement shall be required.
- F. Guarantor shall submit to Landlord annually or at such other times as Landlord shall request financial statements and such other financial information as Landlord shall require, which shall be audited by a certified public accountant if required by Landlord.
- G. If Guarantor is a corporate entity, Guarantor represents and warrants that this Guaranty has been duly authorized by all necessary corporate action on Guarantor's part, has been duly executed and delivered by a duly authorized officer, and constitutes Guarantor's valid and legally binding agreement in accordance with its terms.
- H. This Guaranty shall be applicable to and inure to the benefit of Landlord, its successors, and assigns and shall be binding upon the heirs, representatives, successors, and assigns of Guarantor.
- I. Guarantor may, at Landlord's option, be joined in any action or proceeding commenced by Landlord against Tenant in connection with and based upon any covenants and obligations in the Lease or this Guaranty. Guarantor waives any

demand by Landlord and prior action by Landlord of any nature whatsoever against Guarantor.

- J. If this Guaranty is signed by more than one party, their obligations are joint and several. The release of one such Guarantor shall not release any other such Guarantors.
- K. The liability of Guarantor is co-extensive with the Tenant and also shall be joint and several. An action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.
- L. Until all of Tenant's obligations under this Lease Agreement are performed fully, Guarantor: (1) waives any rights that Guarantor may have against Tenant by reason of any one or more payment or acts in compliance with the obligations of Guarantor under this Guaranty; and (2) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease Agreement.
- M. This Guaranty and the Lease Agreement shall be governed by, interpreted under the laws of, and enforced in the courts of the _____ County, Ohio.
- N. Guarantor hereby waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty and any plea or claim of lack of personal jurisdiction or improper venue in any action, suit, or proceeding brought to enforce this Guaranty or any of the obligations arising under it. Guarantor specifically authorizes any such action to be instituted and prosecuted in any Court Of Common Pleas in which the Premises are located or the United States District Court of the State in which the Premises are located, at the election of the Landlord, where venue would lie and be proper. Guarantor irrevocably appoints Tenant as its agent for service of process.
- O. Guarantor will pay Landlord all of Landlord's expenses incurred in enforcing this Guaranty, including without limitation attorney's fees and costs at the trial level and at all levels of appeal and in connection with any bankruptcy or administrative proceedings.
- P. LANDLORD AND GUARANTOR HEREBY WAIVE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GUARANTY AND ANY AGREEMENTS CONTEMPLATED HEREBY TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE PARTIES HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LANDLORD'S ACCEPTANCE OF THIS GUARANTY.

_____ Tenant Int. _____ Landlord Int.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty this _____ day of _____, 2009.

Guarantor

Print Name

**STATE OF OHIO,
COUNTY OF FRANKLIN, SS:**

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by _____.

Notary Public

Commission Expiration: _____

_____ Tenant Int. _____ Landlord Int.

EXHIBIT G
TENANT SIGNAGE

_____ Tenant Int. _____ Landlord Int.

EXHIBIT H
TENANT INVENTORY OF ALL MOVEABLE TRADE FIXTURES

_____ Tenant Int. _____ Landlord Int.

EXHIBIT I
ADDITIONAL REQUIREMENTS

_____ Tenant Int. _____ Landlord Int.

EXHIBIT J
RESTRICTIVE COVENANTS

_____ Tenant Int. _____ Landlord Int.

EXHIBIT K
SNDA AGREEMENT

_____ Tenant Int. _____ Landlord Int.