

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made and entered into as of this 23<sup>rd</sup> day of December, 2014 (the "Effective Date"), by and among **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, a Delaware limited liability company ("Landlord"), having an office at 3300 Enterprise Parkway, Beachwood, Ohio 44122, Attn: Executive Vice President – Leasing, **AMERICAN WAY SERIES – VILLAGE MART, LLC**, a series of a Tennessee series limited liability company (d/b/a Village Mart) ("Tenant"), having an office at 8625 Dogwood Road, Germantown, Tennessee 38139, and **MAHMUD S. IBRAHIM** and **WAUDLUPE IBRAHIM**, husband and wife (individually and collectively, "Guarantor"), having an office at 1898 New Field Road, Germantown, Tennessee 38139.

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain Amended and Restated Lease dated July 2, 2014 (the "Lease"), wherein Landlord leased to Tenant Unit No. 6 containing 8,625 square feet (the "Unit 6 Premises") and Unit No. 8 containing 4,520 square feet (the "Unit 8 Premises", and together with the Unit 6 Premises, the "Existing Premises") of the American Way in Memphis, Tennessee (the "Shopping Center"); and

WHEREAS, Tenant's performance under the Lease has been guaranteed by Guarantor pursuant to a certain Guarantee-Personal dated July 2, 2013 (the "Guarantee"). A copy of the Guarantee is attached hereto as Exhibit "1" and made a part hereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to allow Tenant to expand the Existing Premises by an additional 1,900 square feet (the "Expansion Premises"), such that as of the New Premises Commencement Date (hereinafter defined), Tenant shall lease from Landlord a total of 15,045 square feet, comprised of the Unit 6 Premises, the Unit 8 Premises and the Expansion Premises (the "New Premises"). The New Premises are outlined on Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended as follows:

1. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in this Amendment shall have the same meanings as those ascribed to them in the Lease, unless the context clearly requires otherwise. In the event that the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.

2. The parties hereto agree and acknowledge that Tenant has been in possession of the Expansion Premises prior to the Effective Date pursuant to a certain Temporary License Agreement dated May 9, 2014 (the "TLA"). As of the Effective Date, the TLA shall be terminated and be of no further force and effect, except for any obligations that expressly survive the expiration and earlier termination of the TLA, and Landlord shall be entitled to keep any and all rental paid by Tenant pursuant to the TLA. Tenant hereby agrees to accept the Expansion Premises from Landlord on the Effective Date in its "as-is" condition. Tenant hereby acknowledges that Landlord has made no representations or warranties to Tenant with respect to the condition of the Expansion Premises or the working order of any systems or improvements therein existing as of the Effective Date. Tenant shall be responsible for performing all work in the Expansion Premises in accordance with plans and specifications which Tenant shall submit to Landlord for prior approval and in accordance with Exhibit "2" attached hereto and made a part hereof. All work performed by Tenant shall comply with all state and local building codes and ordinances and Tenant shall obtain all necessary permits and approvals required thereby. Tenant acknowledges that Tenant shall be required to remain open for business to the public in the Existing Premises during such time as Tenant is completing Tenant's Work (hereinafter defined) in the Expansion Premises. All of the foregoing shall be performed at Tenant's sole cost and expense.

Within fifteen (15) days after the Effective Date, Tenant shall prepare and deliver to Landlord detailed plans and specifications of the improvements to the Expansion Premises to be constructed by Tenant in compliance with Exhibit "2" for Landlord's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Within ten (10) days following Landlord's receipt of Tenant's plans and specifications, Landlord shall notify Tenant whether Tenant's plans and specifications are acceptable to Landlord. If Tenant's plans and specifications are not acceptable to Landlord, Landlord will advise Tenant in writing of the required modifications to Tenant's plans and specifications. Tenant shall modify and deliver to Landlord its revised plans and specifications within five (5) days from receipt of Landlord's required modifications. Landlord and Tenant will continue this process until Landlord has approved Tenant's plans and specifications for Tenant's improvements ("Tenant's Work"). Within ten (10) days from receipt of Landlord's approval of Tenant's plans and specifications, Tenant will apply for any and all permits and other governmental approvals necessary to perform Tenant's Work and Tenant shall diligently prosecute such applications until approved. Tenant shall not modify Tenant's plans and specifications approved by Landlord without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Provided Landlord has approved Tenant's plans and specifications and obtained all required permits and approvals necessary to commence Tenant's Work, Tenant will commence construction of Tenant's improvements to the Expansion Premises in accordance with the approved plans and specifications. Tenant shall not commence any work in the Expansion Premises until Tenant delivers to Landlord a policy of public liability and property damage insurance in accordance with the requirements of Article XII of the Lease and Exhibit "2" attached hereto. Tenant agrees that Tenant's Work within the Expansion Premises and all other work undertaken by Tenant in the Expansion Premises shall be performed in a first-class and workmanlike manner and all equipment, fixtures and installations shall be new and in usable condition on the New Premises Commencement Date.

3. The "New Premises Commencement Date" shall commence on April 1, 2015.
4. Effective as of the New Premises Commencement Date, the Lease Term is hereby modified such that the "New Lease Term" shall commence on the New Premises Commencement Date and terminate at 11:59 p.m. on December 31, 2018.
5. Prior to the New Premises Commencement Date, Tenant shall continue to pay Minimum Rent for the Existing Premises pursuant to the terms of the Lease.
6. Commencing as of the New Premises Commencement Date, Tenant shall pay to Landlord as Minimum Rent for the New Premises, without any deduction or setoff, the sums set forth on Schedule A attached hereto and made a part hereof. For purposes of determining the amount of Minimum Rent payable, the first (1<sup>st</sup>) lease year of the New Lease Term shall be a partial lease year commencing on the New Premises Commencement Date and expiring at 11:59 p.m. on December 31, and each lease year thereafter shall commence on January 1 and shall expire on December 31.
7. Prior to the New Premises Commencement Date, Tenant shall continue to pay Tenant's proportionate share of Common Area Charges, Taxes, Insurance Charge and any other items of Additional Rent that are calculated based upon square footage for the Existing Premises pursuant to the terms of the Lease.
8. Commencing as of the New Premises Commencement Date, Tenant shall pay Tenant's proportionate share of Common Area Charges, Taxes, Insurance Charge and any other item of Additional Rent that are calculated based upon square footage for the New Premises in accordance with the terms and conditions of the Lease, as modified by this Amendment.
9. Commencing as of the Effective Date, all terms and conditions of the Lease shall also apply to the Expansion Premises, except as expressly provided herein to the contrary.
10. Commencing as of the New Premises Commencement Date, any and all references in the Lease to the term "Premises" shall thereafter be deemed to refer to the New Premises, which New Premises shall be known

as Unit Nos. 6 and 8 containing a total of 15,045 square feet, comprised of the Unit 6 Premises, the Unit 8 Premises and the Expansion Premises.

11. Commencing as of the New Premises Commencement Date, Exhibit "A" to the Lease is deleted in its entirety and replaced with Exhibit "A" attached hereto and made a part hereof.

12. Landlord and Tenant represent and warrant that there are no claims for broker's commissions or finder's fees in connection with its execution of this Amendment, and Tenant agrees to indemnify and save Landlord harmless from any liability that may arise from such claims, including reasonable attorneys' fees.

13. Guarantor hereby republishes and restates each and every term and covenant of the Guarantee as if fully rewritten herein for purposes of acknowledging that the Guarantee shall remain in full force and effect during the remainder of the Lease Term, the New Lease Term and any renewal or extension thereof.

14. Notwithstanding anything contained in the Lease to the contrary, the parties hereto acknowledge and agree that Tenant shall have no further right or option to renew or otherwise extend the Lease upon the expiration of the New Lease Term.

15. Except as hereinbefore set forth, all terms, provisions and conditions contained in the Lease shall remain in full force and effect during remainder of the Lease Term, the New Lease Term and any renewal or extension thereof.

(signature blocks on the following page)

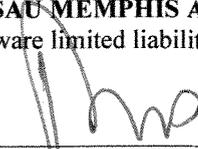
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

WITNESSES AS TO LANDLORD:

LANDLORD:

**DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**  
a Delaware limited liability company

  
(Print Name)

By:   
David C. Dieterle, Senior Vice President of Leasing

  
(Print Name)

WITNESSES AS TO TENANT:

TENANT:

**AMERICAN WAY SERIES – VILLAGE MART, LLC**  
a series of a Tennessee series limited liability company

  
(Print Name)

By:   
MAHMOD IBRAHIM (Print Name)

  
(Print Name)

Its: CEO

WITNESSES AS TO GUARANTOR:  
(as to both)

GUARANTOR:

MAHMOD IBRAHIM  
(Print Name)

  
MAHMOD S. IBRAHIM

Waudlupe Ibrahim  
(Print Name)

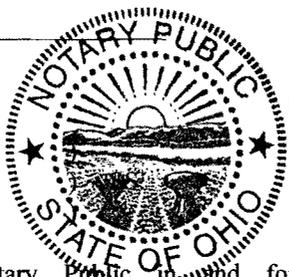
  
WAUDLUPE IBRAHIM

STATE OF OHIO )  
 )SS:  
COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said County and State, personally appeared David C. Dieterle, known to me to be the Senior Vice President of Leasing of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, the Delaware limited liability company that executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of said limited liability company being thereunto duly authorized and that the same is his free act and deed as such officer and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 23<sup>rd</sup> day of December, 2014.

My commission expires: \_\_\_\_\_



Jeanne Joseph  
Notary Public  
**JEANNE JOSEPH**  
Notary Public, State of Ohio  
Cuyahoga County  
My Commission Expires  
September 7, 2019

STATE OF  
COUNTY OF

BEFORE ME, a Notary Public, and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of **AMERICAN WAY SERIES – VILLAGE MART, LLC**, the series of a Tennessee series limited liability company that executed the foregoing instrument, who acknowledged that he/she did sign the foregoing instrument for and on behalf of said series of a Tennessee series limited liability company being thereunto duly authorized and that the same is his/her free act and deed and the free act and deed of said series of a Tennessee series limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

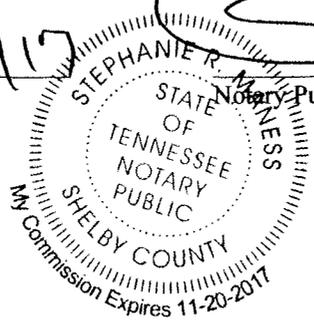
My commission expires: \_\_\_\_\_  
Notary Public

STATE OF TN )  
 ) SS:  
COUNTY OF Shelby )

BEFORE ME, a Notary Public in and for said County and State, personally appeared **MAHMUD S. IBRAHIM** and **WAUDLUPE IBRAHIM**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Memphis this 3 day of December, 2014.

My commission expires: 11/20/17 \_\_\_\_\_  
Notary Public



Stephanie R. Joseph  
Notary Public

**SCHEDULE A**

**Minimum Rent Schedule for the New Lease Term**

**Minimum Rent for the Unit 6 Premises**

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
4/1/15 – 12/31/18	\$9.30	\$6,684.38	\$80,212.50

**Minimum Rent for the Unit 8 Premises**

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
4/1/15 – 12/31/18	\$8.31	\$3,130.10	\$37,561.20

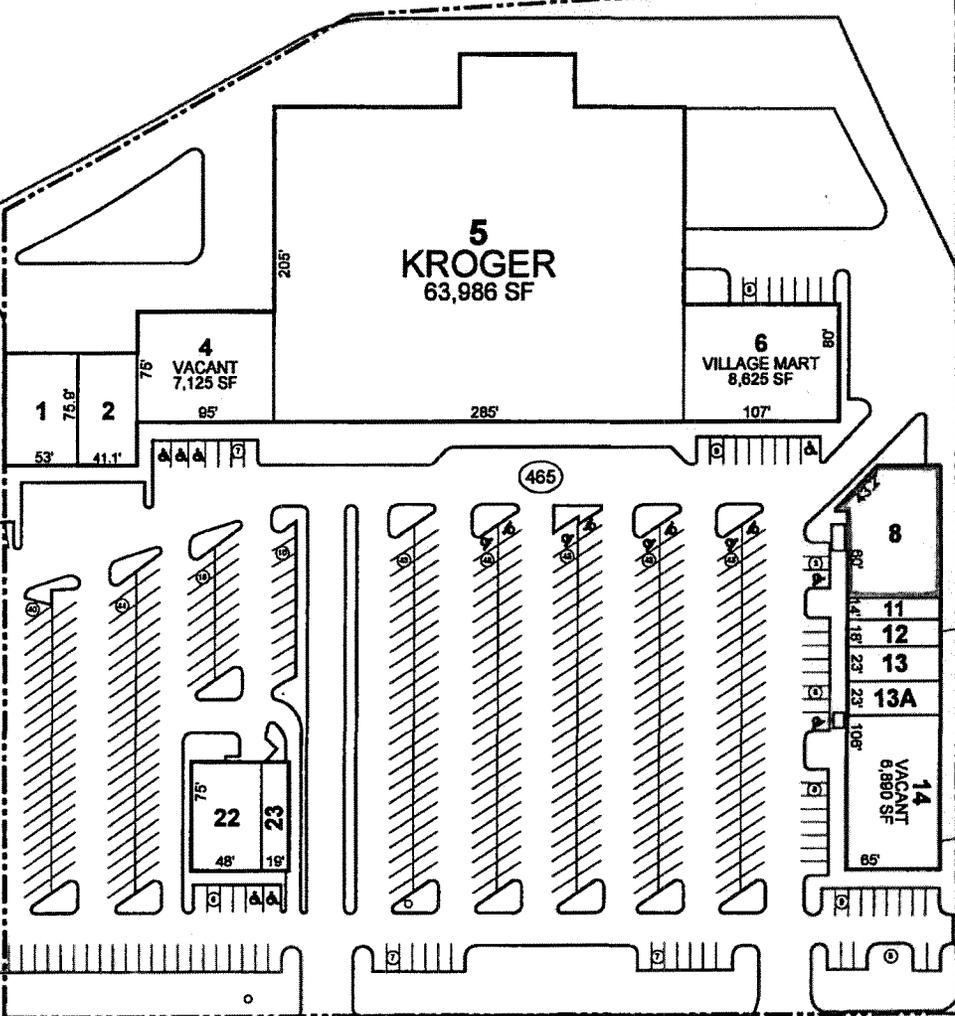
**Minimum Rent for the Expansion Premises**

<u>Period</u>	<u>\$ PSF</u>	<u>\$ Monthly</u>	<u>\$ Annum</u>
4/1/15 – 12/31/18	\$3.00	\$475.00	\$5,700.00

EXHIBIT A

CLANDETTE ST

AMERICAN WAY DR



**AMERICAN WAY**  
 4075 American Way  
 MEMPHIS, TN 38118

Latitude:35.0757, Longitude:-89.9275

REVISION: 11/5/2014



3300 Enterprise Parkway, Beachwood, OH 44122  
 Fax 216 . 755 . 1500 Phone 216 . 755 . 5500

**DISCLAIMER**

THIS DRAWING IS FOR GENERAL INFORMATION PURPOSES ONLY. ANY AND ALL FEATURES, MATTERS AND OTHER INFORMATION DEPICTED HEREON OR CONTAINED HEREIN ARE FOR ILLUSTRATIVE MARKETING PURPOSES ONLY, ARE SUBJECT TO MODIFICATION WITHOUT NOTICE, ARE NOT INTENDED TO BE RELIED UPON BY ANY PART AND ARE NOT INTENDED TO CONSTITUTE REPRESENTATIONS OR WARRANTIES AS TO OWNERSHIP OF THE REAL PROPERTY DEPICTED HEREON, THE SIZE AND NATURE OF IMPROVEMENTS TO BE CONSTRUCTED (OR THAT ANY IMPROVEMENTS WILL BE CONSTRUCTED) OR THE IDENTITY OR NATURE OF ANY OCCUPANTS THEREOF.

EXHIBIT "1"

**GUARANTEE - PERSONAL**

**MAHMUD S. IBRAHIM and WAUDLUPE IBRAHIM**, husband and wife (hereinafter referred to individually as a "Guarantor" and collectively as "Guarantors"), whose address is 1898 New Field Road, Germantown, TN 38139, as a material inducement to and in consideration of **DDR-SAU MEMPHIS AMERICAN WAY, L.L.C.**, a Delaware limited liability company ("Landlord"), entering into a written amended and restated lease (the "Lease") with **AMERICAN WAY SERIES - VILLAGE MART, LLC**, a series of a Tennessee series limited liability company ("Tenant"), dated May 31, 2013 pursuant to which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in the City of Memphis, State of Tennessee, described as follows:

Units 6 and 8 American Way shopping center, as shown on Exhibit A, attached hereto and made a part hereof, within a one-story unit consisting of approximately 8,625 square feet and 4,520 square feet, respectively, comprising two (2) units in Landlord's Shopping Center,

unconditionally and absolutely guarantee and promise, to and for the benefit of Landlord, its successors and assigns, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including, but not limited to, payment of Minimum Rent and any and all other sums, charges, costs and expenses payable by Tenant, its successors and assigns, under the Lease and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, its successors and assigns. The defined terms used herein shall have the same meaning as set forth in the Lease.

Guarantors' obligations are joint and several and are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or Tenant, or all, or whether any other Guarantor or Tenant, or all, are joined in the action.

Guarantors waive the benefit of any statute of limitations affecting Guarantors' liability under this Guarantee.

The provisions of the Lease may be changed by agreement between Landlord and Tenant, or their respective successors or assigns, at any time, or by course of conduct, without the consent of or without notice to Guarantors, including, without limitation, the rental obligations of Tenant, the Term of the Lease or the time for performance of any obligation thereunder, or the release, compromise or settlement of any Lease obligations. This Guarantee shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guarantee.

This Guarantee shall not be affected by Landlord's failure or delay to enforce any of its rights.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantors or Tenant, or both, without prior notice to Guarantors, or Landlord can enforce against Guarantors or Tenant, or both, any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantors without giving previous notice to Tenant or Guarantors, or without making any demand on either of them. This Guarantee is a guarantee of payment and not of collection.

Guarantors waive the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantors waive any defense by reason of any disability of Tenant, including but not limited to 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 National Bankruptcy Act or other statute, or from the decision of any court, and waives any other defense based on the termination of Tenant's liability from any cause whatsoever. Until all of Tenant's obligations to Landlord have been discharged in full,

Guarantors have no right of subrogation against Tenant. Guarantors waive their rights to enforce any remedies that Landlord now has, or later may have against Tenant. Guarantors waive any right to participate in any security now or later held by Landlord. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guarantee, and waives all notices of the existence, creation or incurring of new or additional obligations.

This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment or performance of any obligation under the Lease is or is sought to be rescinded or must otherwise be restored or returned by Landlord upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Tenant, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Tenant or any substantial part of Tenant's property, or otherwise, all as though such payments and performance had not been made.

If Landlord disposes of its interest in the Lease, "Landlord", as used in this Guarantee, shall mean Landlord's successors.

If Landlord is required to enforce Guarantors' obligations by legal proceedings, Guarantors shall pay to Landlord all costs incurred, including, without limitation, reasonable attorneys' fees. Guarantor hereby waives trial by jury in any such legal proceedings.

If any term or provision of this Guarantee, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Guarantee shall be valid and be enforced to the fullest extent permitted by law.

No waiver by Landlord of any provision or right hereunder shall be implied from any omission by Landlord to take any action on account of Landlord's right under such provision. Any express waiver by Landlord of any provision or right hereunder shall not act as a waiver of any provision or right elsewhere contained herein, and shall only act as a waiver as specifically expressed in said waiver, and only for the time and to the extent therein stated. One or more waivers by Landlord shall not be construed as a waiver of a subsequent breach of the same provision or right.

The rights and remedies given to Landlord by this Guarantee shall be deemed to be cumulative and not one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Landlord might otherwise have by virtue of a default under this Guarantee, and the exercise of one such right or remedy by Landlord shall not impair Landlord's standing to exercise any other rights or remedies.

All the terms, provisions and agreements of this Guarantee shall be construed liberally in favor of Landlord, shall inure to the benefit of and be enforceable by Landlord, its successors and assigns, and shall be binding upon Guarantors and their respective executors, representatives, administrators and assigns. In the event of the death of either Guarantor, the obligation of the deceased Guarantor under this Guarantee shall continue in full force and effect with respect to estate of such deceased Guarantor.

This Guarantee may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

This Guarantee shall be governed by, and construed in accordance with the laws of the State of Tennessee.

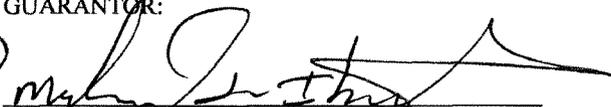
(Signatures appear on the following page.)

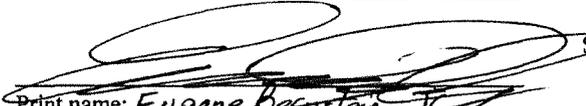
IN WITNESS WHEREOF, Guarantors has hereunto set their hands as of the 6<sup>th</sup> day of June, 2013.

WITNESSES AS TO GUARANTOR:

GUARANTOR:

  
Print name: Muhammad Ibrahim

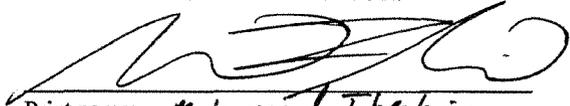
  
**MAHMOD S. IBRAHIM**

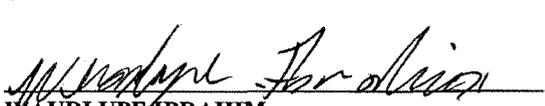
  
Print name: Eugene Bernstein, Jr.

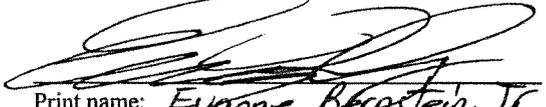
Social Security Number: 137-52-1777

WITNESSES AS TO GUARANTOR:

GUARANTOR:

  
Print name: Muhammad Ibrahim

  
**WAUDLUPE IBRAHIM**

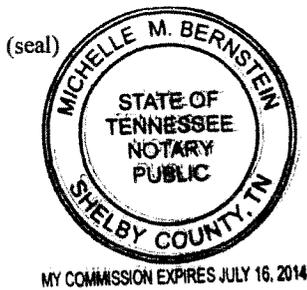
  
Print name: Eugene Bernstein, Jr.

Social Security Number: 158-66-4360

STATE OF TENNESSEE     )  
  )SS:  
COUNTY OF SHELBY     )

BEFORE ME, a Notary Public in and for said County and State, appeared the above-named **MAHMUD S. IBRAHIM**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed for the uses and purposes therein set forth.

6<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Memphis, Tennessee, this day of June, 2013.

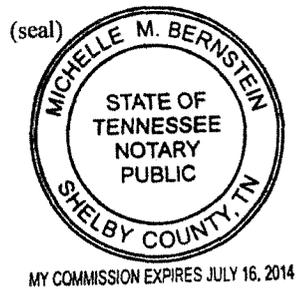


*Michelle M. Bernstein*  
\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE     )  
  )SS:  
COUNTY OF SHELBY     )

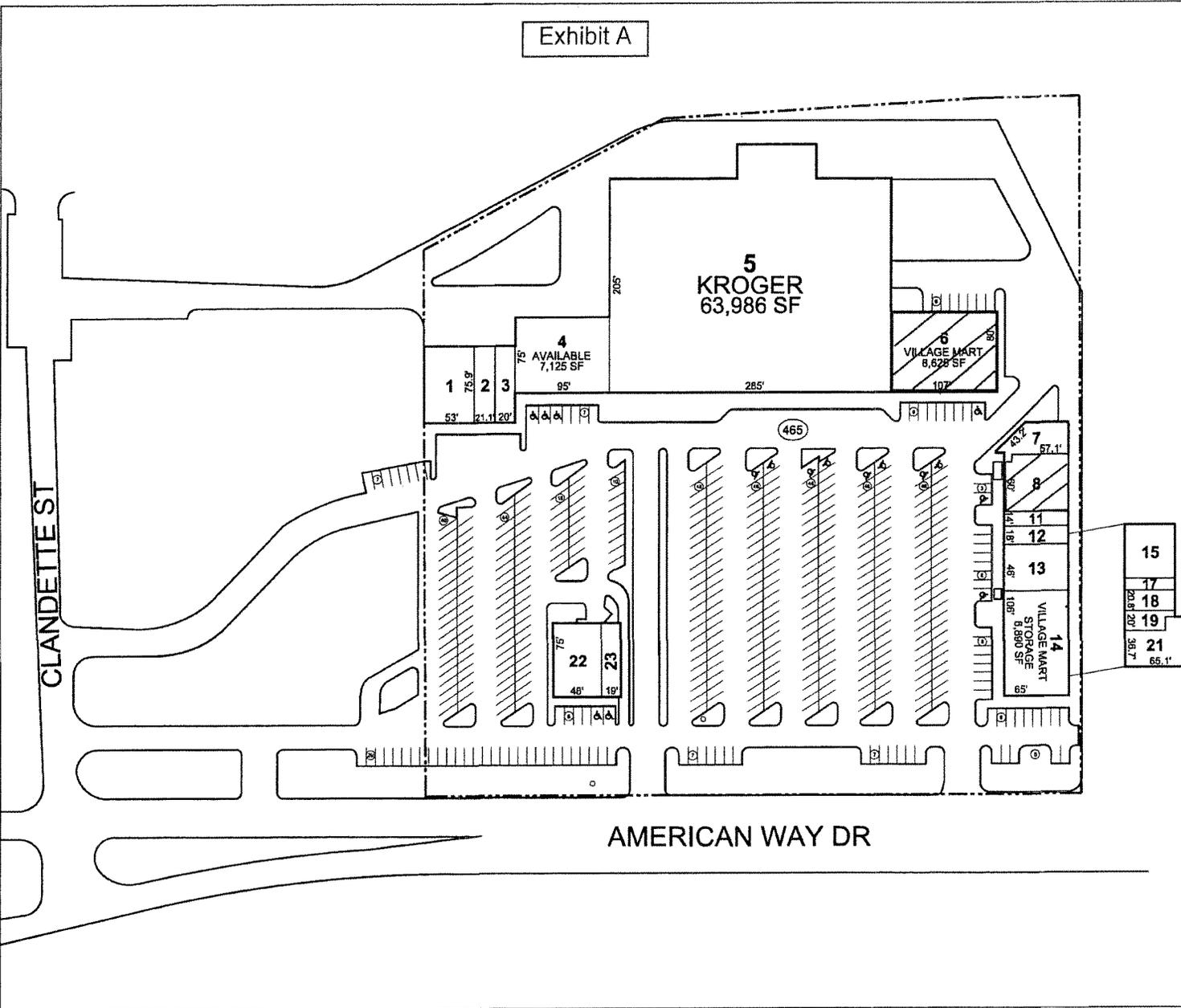
BEFORE ME, a Notary Public in and for said County and State, appeared the above-named **WAUDLUPE IBRAHIM**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this document, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed for the uses and purposes therein set forth.

6<sup>th</sup> IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Memphis, Tennessee, this day of June, 2013.

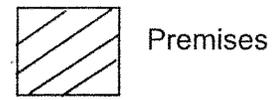


*Michelle M. Bernstein*  
\_\_\_\_\_  
Notary Public

Exhibit A



TENANT INDEX		
1	KEMBA CREDIT UNION	4,000
2	AVAILABLE	1,365
3	AVAILABLE	1,500
4	AVAILABLE	7,125
5	KROGER	63,986
6	VILLAGE MART	8,625
7	AVAILABLE	1,900
8	VILLAGE MART	4,520
11	BEAUTIFUL NAIL SALON	950
12	AFRICAN BRAID ACTIONS	1,170
13	JACKSON HEWITT TAX SERVICE	3,020
14	VILLAGE MART STORAGE	6,890
15	AVAILABLE	3,490
17	AVAILABLE	774
18	AVAILABLE	1,076
19	AVAILABLE	2,725
21	AVAILABLE	3,002
22	LESLIE'S SWIMMING POOL SUPPLIES	3,664
23	ACE AMERICA'S CASH EXPRESS	1,440



AMERICAN WAY DR



**AMERICAN WAY**  
 4075 American Way  
 MEMPHIS, TN 38118

Latitude:35.0757, Longitude:-89.9275



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3300 Enterprise Parkway, Beachwood, OH 44122  
 Fax 216 . 755 . 1500 Phone 216 . 755 . 5500

## EXHIBIT 2 (As-Is)

(VILLAGE MART)  
(American Way)

*This Exhibit shall set forth the division of responsibility for work, materials and any other applicable costs and fees between the Landlord and the Tenant. Items designated under the heading "Work by Landlord" shall be performed by the Landlord, at Landlord's expense, according to all applicable codes, and the Landlord shall acquire all permits and inspections related to this work. These items shall constitute the entire scope of Landlord work, and any and all other work, whether included in this list or not, required to complete the Tenant's premises per Tenant's requirements, Landlord's criteria or code requirements shall be by the Tenant at the Tenant's sole expense.*

### **I. WORK BY LANDLORD**

This Premises is being delivered to the Tenant in as “AS-IS” condition. The Landlord shall not be required to perform any work on the Premises.

Landlord shall not be required to deliver outline plans and specifications to the Tenant; however, the Landlord will do so if requested and if such plans are available.

### **II. WORK BY TENANT**

#### **A. General Requirements**

1. Tenant shall deliver to Landlord plans and specifications (including proposed storefront signage) for Tenant's work within the Premises. Such plans and specifications shall include proper safety measures which insure that Hazardous Materials (as defined in the Lease) are not released in, on or under the Premises or any part of the Shopping Center during the Initial Construction of the Premises and during the term of this Lease. Tenant shall submit Tenant's plans and specifications in hardcopy (three (3) sets) and electronically on a CD to Landlord within the timeframe defined in the Lease.
2. Tenant shall obtain written approval, from the Landlord, of all materials, equipment, fixtures, furnishings, etc., which become a permanent part of the structure. All work shall conform to all design criteria and construction guidelines established by the Landlord.
3. Tenant shall be responsible for obtaining all required construction document reviews with all governmental authorities in order to obtain all required permits, inspections, occupancy permits, operating licenses, etc., pertaining to the Tenant's work and nature of Tenant's business.

#### 4. Insurance

- a. Tenant shall require its contractor to provide and maintain the following insurance coverages:
  - 1) For all of its employees, Worker's Compensation insurance in the minimum amounts required by the State in which the Premises is located and to comply in all respects with the employment and payment of labor insurance required by any constituted authority having legal jurisdiction over the area in which the work is performed.
  - 2) Comprehensive General Liability insurance including Contractual and Contractor's Protective Liability coverage in the minimum amount of One Million Dollars (\$1,000,000) single limit for bodily injury and/or wrongful death and a minimum of One Million Dollars (\$1,000,000) single limit for property damage. This coverage shall include the hazards of explosion, collapse and underground damage, as well as contractual endorsements.
  - 3) Comprehensive Automobile Liability insurance, including hired and non-owned automobile coverage, with a minimum of One Million Dollars (\$1,000,000) single limit for bodily injury and/or wrongful death and a minimum of One Million Dollars (\$1,000,000) single limit for property damage.
  - 4) To the extent the cost of Tenant's Work shall exceed Twenty-five Thousand and 00/100 Dollars (\$25,000.00), Tenant's contractor shall furnish and maintain performance and payment bonds in an amount equal to one hundred twenty-five percent (125%) of the construction contract price and all additions thereto, and all obligations arising in connection therewith. The performance and payment bonds shall contain a dual obligee rider naming Landlord as an additional obligee under the performance and payment bonds.
- b. The Landlord shall be named an additional insured party on all insurance policies required hereunder and certificates of insurance evidencing complying with this paragraph shall be provided to Landlord prior to commencement of any work in the Premises. Certificates of insurance must contain an endorsement to the effect that Landlord shall be given at least thirty (30) days prior written notice in the event of cancellation or material change in such insurance coverage represented by the Insurance Certificate.
- c. It shall be the sole and exclusive responsibility of the Tenant to require its Contractor to carry its own Builder's Risk insurance covering materials and/or work performed and/or stored on or about the Premises. Tenant shall be responsible for any deductible amount payable under Landlord's casualty insurance policy in the event a

claim is paid under Landlord's policy, which is attributable to Tenant's Work.

- d. All policies of insurance maintained by Tenant's Contractor shall be written by insurance companies qualified to do business and write coverage in the state where the Shopping Center is located having a minimum Best rating of A-/X.
5. Landlord shall have the right to disapprove all contractors employed by the Tenant including, but not limited to, the roofing and sprinkler subcontractors.
6. Tenant shall not begin Tenant's work until all required approvals have been granted by the Landlord.
7. All work undertaken by the Tenant shall be at Tenant's sole liability and expense.
8. Tenant's work shall not damage or compromise the structural integrity of the building. All work shall be done in a first-class workmanlike manner in accordance with all applicable building codes, laws, regulations and ordinances. The Tenant shall be held liable for any damage caused by the Tenant and/or Tenant's employees, vendors, and contractors.
9. All work undertaken by the Tenant shall be coordinated with and completed so as not to interfere with the Landlord's construction schedule or any other tenant's activities. All contractors employed by the Tenant shall allow other contractors to work on the Premises without interference.
10. Tenant shall be responsible for the cost and receipt of all deliveries and unloading of all materials pertaining to Tenant's work. All deliveries shall be made through the service door (where provided). Storage of equipment and materials shall be confined to the leased Premises.
11. Prior to commencing Tenant's Work in the Premises, Tenant shall have:
  - a. Delivered to Landlord, Tenant's Contractor's insurance certificate(s) evidencing the insurance coverages as required hereunder.
  - b. Delivered plans for Tenant's Work to Landlord and obtained Landlord's written approval of such plans.
  - c. Transferred utility services for the Premises from the Landlord's account to the Tenant's account.
  - d. Deposited with Landlord any required security deposits required under the Lease.
  - e. Filed with Landlord a copy of the building permit (if applicable) for Tenant's Work.

12. During the period of Tenant's work, Tenant shall provide and pay for connections, metering and consumption of all temporary utilities brought to such a point as determined by the Landlord.
13. Tenant shall keep the Premises and Shopping Center common areas free from accumulations of debris caused by Tenant's employees, vendors and contractors. Tenant shall arrange for services to be provided for the removal of debris during the period of Tenant's Work. Tenant may place one (1) construction dumpster (max size 40 cubic yards) and one (1) portable toilet on the outside the Premises in a location mutually agreed upon with Landlord. In Landlord's sole discretion, additional dumpsters and toilets may be placed adjacent to the Premises, subject to the prepayment of fees as set forth in Landlord's construction guidelines.
14. Tenant's contractor may not erect temporary signs or banners in or upon the Premises or the Shopping Center advertising its business without Landlord's prior consent and subject to the prepayment of a fee as set forth in Landlord's guidelines.
15. Tenant shall clean HVAC filters clogged by dust or other debris resulting from Tenant's construction in premises.
16. Tenant shall not cause or permit any Hazardous Materials (as defined in the Lease) to be released, spilled or otherwise permeated in, on or under the Premises or any portion of the Shopping Center while performing Tenant's Work.
17. Tenant shall provide to the Landlord a copy of the Certificate of Occupancy (or local equivalent) issued for the Premises within seven (7) days of opening for business in the Premises from Tenant's Work.

#### B. Exterior Work

Tenant shall not perform any work, which would in any way alter or modify the appearance or structural integrity of the building without prior written approval from the Landlord.

#### C. Interior Work

Tenant shall provide all necessary work according to Tenant's business and local code requirements. This work shall include but not necessarily be limited to the following:

1. All interior partition walls, doors, etc.
2. Interior wall finishes including priming, painting, wall coverings, etc.

3. Floor coverings and wall base.
4. Plumbing
  - a. All necessary plumbing work, other than that provided by the Landlord as previously referred to.
  - b. Tenant shall apply to the local utility company for water/sewer service and shall pay all tap, connection and impact fees attributable to Tenant's design and nature of Tenant's business.
  - c. Tenant shall pay for meter set and all related fees if individual metering is required by the Developer-Landlord. Meter or remote read-out device shall be installed in a location easily accessible for reading.
5. Electrical
  - a. All electrical work, other than that provided by the Landlord as previously referred to.
  - b. At Tenant's option, Tenant may provide burglar alarm system, emergency generator, Muzak system, etc. as approved by the Landlord.
  - c. Tenant shall apply to the local utility company for metering and/or service and shall pay all related fees.
6. Heating, Ventilating and Air Conditioning
  - a. Installation of additional, or relocation of Landlord provided, rooftop HVAC units, supply air diffusers and return air grilles as approved by the Landlord.
  - b. If applicable, Tenant shall apply to the local utility company for gas service and/or metering and shall pay all related fees. Meter or remote read-out device shall be installed in a location easily accessible for reading.
  - c. Restaurants, food service, pet shop, hair/nail salons, barber shops, laundromats and any other uses which, in the sole opinion of the Landlord produce odors, shall provide an exhaust system which will prevent such odors from entering the other tenants' spaces, enclosed Common Areas or any other portions of the Shopping Center. In the event Tenant's use requires an exhaust system, Tenant shall, unless otherwise approved in writing by Landlord, provide tempered make-up outside air up to ninety percent (90%) of all such exhaust. Clothes dryers shall be vented using rigid metal duct routed to an approved container or otherwise as required by Landlord.

## 7. Fire Protection

- a. Any deviation from, or modification to, the regular standard grid layout of sprinkler heads within the leased Premises due to Tenant's design or nature of Tenant's business. The location, type and number of sprinkler heads shall be based upon local codes and the Landlord's insurance underwriter requirements. All modifications to the standard grid layout must be performed by the project sprinkler contractor at Tenant's expense.
- b. Any fire alarm system and monitoring thereof as may be required by governing codes and authorities. Tenant's system and system components shall match and be compatible with Landlord's systems and requirements.
- c. Tenant shall coordinate sprinkler shut downs with Landlord. One shut off/turn on shall be provided by Landlord, additional shut downs may be subject to a fee as defined in Landlord's construction guidelines.
- d. Any special sprinkler heads, extinguisher systems, flame retardants, smoke/heat detectors, etc. as required by all applicable building codes, laws, regulations and ordinances due to Tenant's design or nature of Tenant's business.
- e. Two (2) 5 lb. ABC fire extinguishers properly maintained on a continued basis.

## 8. Miscellaneous

- a. All trade fixtures, shelving, furnishings, signage, merchandise, etc.
- b. Toilet room accessories such as paper holders, soap dispenser, mirrors, shelves, etc.
- c. All curbs, lintels, flashings, pipes, ducts, vents, exhaust hoods, louvers, etc. necessary for Tenant's equipment requiring openings through roof and/or exterior walls. All cutting, patching and flashing of the roof system must be performed by the Landlord's roofing contractor at Tenant's expense.
- d. All required safety, emergency and handicap aid equipment within the leased Premises as required by Local, State and Federal authorities.
- e. Tenant shall insulate, to the extent required by the nature of Tenant's business, the demising walls and ceiling so as not to permit sound, odors, etc., to emanate outside the leased Premises.
- f. Wet areas within Premises must be waterproofed by Tenant to prevent moisture from migrating under or through demising walls and exterior perimeter walls. Wet areas include, but are not limited to: rooms or

areas with fixtures or appliances having a water supply line and/or drain line; rooms or areas with floor drains, mop sinks, hose spigots, water tanks, etc.; kitchens, bar areas, service areas, toilet rooms and rooms or areas that will undergo wet cleaning with mops, hoses, pressure washers, etc. Waterproofing at wet areas shall consist at a minimum of the installation of: a.) cement board or moisture-resistant gypsum board (in lieu of regular gypsum board); b.) sheet membrane waterproofing material extending at least 6" up the wall and 18" along the floor; with a hard surface finish material over it; c.) a hard surface wall covering extending a minimum of 4'-0" up the wall.

**-END-**