

Consult your lawyer before signing this lease — it has important legal consequences.

BUSINESS LEASE

The Landlord and the Tenant agree to lease the Rental Space for the Term and at the Rent stated, as follows: (The words Landlord and Tenant include all landlords and all tenants under this Lease.)

Landlord WATERVIEW ASSOCIATES
Print or type
 c/o CENTURY 21 O'DONNELL
Address
 3838 ATL./BRIG. BLVD., BRIGANTINE, NJ 08203
Zip
Rental Space 3640 ATLANTIC/BRIGANTINE BLVD., (STORE #7)
 BRIGANTINE, NJ 08203

Tenant FINALE - THE FINAL ACT IN BEAUTY
Print or type
 HERBERT F. POWELL JR. SS# 155-52-4946
Residence address
 317 ARBAGAST, BRIGANTINE, NJ 08203
 TAX I.D.# 22-260597

in the **Building** at LIGHTHOUSE PLAZA - LOT 2,3,7, BLOCK 3103, ATLANTIC/BRIGANTINE BLVD.,
Address
 BRIGANTINE, NJ 08203

Date of Lease MAY 1 19.97	Rent for the Term is \$ 72,120.00
Term FIVE (5) YEARS Beginning MAY 1 19.97 Ending APRIL 30 2002	The Rent is payable in advance on the first day of each month, as follows: <u>MONTHLY</u> 5/1/97-4/30/98: \$1,038.00 + \$100.00 C.A.M. 5/1/98-4/30/99: \$1,069.00 + \$100.00 C.A.M. 5/1/99-4/30/00: \$1,101.00 + \$100.00 C.A.M. 5/1/00-4/30/01: \$1,134.00 + \$100.00 C.A.M. 5/1/01-4/30/02: \$1,168.00 + \$100.00 C.A.M.
Security \$ 1,287.00 (1 ½ months rent)	<u>ANNUALLY</u>
Broker. The Landlord and the Tenant recognize CENTURY 21 O'DONNELL as the Broker who brought about this Lease. The LESSOR shall pay the Broker's commission.	FIRST YEAR: \$13,656.00 SECOND YEAR: \$14,028.00 THIRD YEAR: \$14,412.00 FOURTH YEAR: \$14,808.00 FIFTH YEAR: \$15,216.00
Liability Insurance. Minimum amounts: for each person injured \$1,000,000.00, for any one accident \$1,000,000.00, for property damage \$1,000,000.00	
Municipal Real Estate Taxes \$ 19,363.97	
Base Year 19.89 Percent of Increase 4.39%	
Use of Rental Space BEAUTY SALON - HAIR AND BEAUTY PRODUCTS, MANICURES, MASSAGES, TANNING.	
Additional agreements 1) TENANT TO PROVIDE LANDLORD WITH A COPY OF THE NEW INTERIOR LAY-OUT AND BUILDERS CONTRACT FOR APPROVAL; 2) LANDLORD SHALL HAVE THE RIGHT TO RECAPTURE THE LEASE AT ANY TIME AFTER THE FIRST TWO YEARS OF THIS LEASE, UPON GIVING TENANT SIX MONTHS WRITTEN NOTICE OF LANDLORD'S INTENTION TO TERMINATE; 3) ALL OTHER TERMS OF THE LEASE WILL REMAIN, INCLUDING PAYMENT OF THE \$100.00 PER MONTH: \$20.00 PEST CONTROL/\$80.00 TRASH REMOVAL/PRO RATA SHARE OF SNOW REMOVAL AND EXCESS TAXES OVER BASE YEAR OF 1989. TENANT SHALL PROVIDE LANDLORD WITH A CERTIFICATE OF INSURANCE NAMING WATERVIEW ASSOCIATES AS ADDITIONAL INSURED.	

****SEE ATTACHED ADDENDUM.**

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1. Possession and Use

The Landlord shall give possession of the Rental Space to the Tenant for the Term. The Tenant shall take possession of and use the Rental Space for the purpose stated above. The Tenant may not use the Rental Space for any other purpose without the written consent of the Landlord.

The Tenant shall not allow the Rental Space to be used for any unlawful or hazardous purpose. The Tenant is satisfied that the Rental Space is zoned for the Use stated. The Tenant shall obtain any necessary certificate of occupancy or other certificate permitting the Tenant to use the Rental Space for that Use.

The Tenant shall not use the Rental Space in any manner that results in (1) an increase in the rate of fire or liability insurance or (2) cancellation of any fire or liability insurance policy on the Rental Space. The Tenant shall comply with all requirements of the insurance companies insuring the Rental Space. The Tenant shall not abandon the Rental Space during the Term of this Lease or permit it to become vacant for extended periods.

2. Delay in Giving of Possession

This paragraph applies if (a) the Landlord cannot give possession of the Rental Space to the Tenant on the beginning date and (b) the reason for the delay is not the Landlord's fault. The Landlord shall not be held liable for the delay. The Landlord shall then have 30 days in which to give possession. If possession is given within that time, the Tenant shall accept possession and pay the Rent from that date. The ending date of the Term shall not change. If possession is not given within that time this Lease may be cancelled by either party on notice to the other.

3. No Assignment or Subletting

The Tenant may not do any of the following without the Landlord's written consent: (a) assign this Lease (if the Tenant is a corporation, the sale of a majority of its shares shall be treated as an assignment), (b) sublet all or any part of the Rental Space or (c) permit any other person or business to use the Rental Space.

4. Rent and Additional Rent

Tenant shall pay the Rent to the Landlord at the Landlord's address.

If the Tenant fails to comply with any agreement in this Lease, the Landlord may do so on behalf of the Tenant. The Landlord may charge the cost to comply, including reasonable attorney's fees, to the Tenant as "additional rent". The additional rent shall be due and payable as Rent with the next monthly Rent payment. Non-payment of additional rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay the Rent.

5. Security

The Tenant has given to the Landlord the Security stated above. The Security shall be held by the Landlord during the Term of this Lease. The Landlord may deduct from the Security any expenses incurred in connection with the Tenant's violation of any agreement in this Lease. For example, if the Tenant does not leave the Rental Space in good condition at the end of the Term, the Security may be used to put it in good condition. If the amount of damage exceeds the Security, the Tenant shall pay the additional amount to the Landlord on demand.

If the Landlord uses the Security or any part of it during

6. Liability Insurance

The Tenant shall obtain, pay for, and keep in effect for the benefit of the Landlord and the Tenant public liability insurance on the Rental Space. The insurance company and the broker must be acceptable to the Landlord. This coverage must be in at least the minimum amounts stated above.

All policies shall state that the insurance company cannot cancel or refuse to renew without at least 10 days written notice to the Landlord.

The Tenant shall deliver the original policy to the Landlord with proof of payment of the first year's premiums. This shall be done not less than 15 days before the Beginning of the Term. The Tenant shall deliver a renewal policy to the Landlord with proof of payment not less than 15 days before the expiration date of each policy.

7. Unavailability of Fire Insurance, Rate Increases

If due to the Tenant's use of the Rental Space the Landlord cannot obtain and maintain fire insurance on the Building in an amount and form reasonably acceptable to the Landlord, the Landlord may cancel this Lease on 30 days notice to the Tenant. If due to the Tenant's use of the Rental Space the fire insurance rate is increased, the Tenant shall pay the increase in the premium to the Landlord on demand.

8. Water Damage

The Landlord shall not be liable for any damage or injury to any persons or property caused by the leak or flow of water from or into any part of the Building.

9. Liability of Landlord and Tenant

The Landlord shall not be liable for injury or damage to any person or property unless it is due to the Landlord's act or neglect. The Tenant is liable for any loss, injury or damage to any person or property caused by the act or neglect of the Tenant or the Tenant's employees. The Tenant shall defend the Landlord from and reimburse the Landlord for all liability and costs resulting from any injury or damage due to the act or neglect of the Tenant or the Tenant's employees.

10. Real Estate Taxes

The Landlord shall pay the yearly Municipal Real Estate Taxes on the Building in the amount stated above. This is the tax assessed for the Base Year stated above. The Tenant shall pay the Percent of Increase stated above of each yearly increase in the Municipal Real Estate Taxes over the tax for the Base Year. The Tenant shall pay this amount yearly in one sum within 30 days of the Landlord's written request accompanied by a copy of the current year's tax bill. The Tenant's liability for this payment shall be pro-rated for any part of the year the Tenant does not occupy the Rental Space under this Lease.

11. Acceptance of Rental Space

The Tenant has inspected the Rental Space and agrees that the Rental Space is in satisfactory condition. The Tenant accepts the Rental Space "as is".

12. Quiet Enjoyment

The Landlord has the right to enter into this Lease. If the Tenant complies with this Lease, the Landlord must provide the Tenant with undisturbed possession of the Rental Space.

13. Utilities and Services

14. Tenant's Repairs, Maintenance, and Compliance

The Tenant shall:

- (a) Promptly comply with all laws, orders, rules and requirements of governmental authorities, insurance carriers, board of fire underwriters, or similar groups.
- (b) Maintain the Rental Space and all equipment and fixtures in it in good repair and appearance.
- (c) Make all necessary repairs to the Rental Space and all equipment and fixtures in it, except structural repairs.
- (d) Maintain the Rental Space in a neat, clean, safe, and sanitary condition, free of all garbage.
- (e) Keep the walks, driveway, parking area, yard, entrances, hallways, and stairs clean and free from trash, debris, snow and ice.
- (f) Use all electric, plumbing and other facilities in the Rental Space safely.
- (g) Use no more electricity than the wiring or feeders to the Rental Space can safely carry.
- (h) Promptly replace all broken glass in the Rental Space.
- (i) Do nothing to destroy, deface, damage, or remove any part of the Rental Space.
- (j) Keep nothing in the Rental Space which is inflammable, dangerous or explosive or which might increase the danger of fire or other casualty.
- (k) Promptly notify the Landlord when there are conditions which need repair.
- (l) Do nothing to destroy the peace and quiet of the Landlord, other tenants, or persons in the neighborhood.
- (m) Avoid littering in the building or on its grounds.

The Tenant shall pay any expenses involved in complying with the above.

15. Landlord's Repairs and Maintenance

The Landlord shall:

- (a) Maintain the public areas, roof and exterior walls in good condition.
- (b) Make all structural repairs unless these repairs are made necessary by the act or neglect of the Tenant or the Tenant's employees.

~~OR MAKE REPAIRS TO THE INTERIOR OF THE BUILDING INCLUDING PLUMBING AND ELECTRICAL SYSTEMS EXCEPT WHEN MADE NECESSARY BY THE ACT OR NEGLIGENCE OF THE TENANT OR THE TENANT'S EMPLOYEES~~

~~OR REMOVE OR DESTROY ANY PART OF THE BUILDING OR ANY~~

16. No Alterations

The Tenant may not make any changes or additions to the Rental Space without the Landlord's written consent. Any changes or additions made without the Landlord's written consent shall be removed by the Tenant on demand.

All changes or additions made with the Landlord's written consent shall become the property of the Landlord

18. Access to Rental Space

The Landlord shall have access to the Rental Space on reasonable notice to the Tenant to (a) inspect the Rental Space (b) make necessary repairs, alterations, or improvements, (c) supply services, and (d) show it to prospective buyers, mortgage lenders, contractors or insurers.

The Landlord may show the Rental Space to rental applicants at reasonable hours on notice to the Tenant within 6 months before the end of the Term.

The Landlord may enter the Rental Space at any time without notice to the Tenant in case of emergency.

19. Fire and Other Casualty

The Tenant shall notify the Landlord at once of any fire or other casualty in the Rental Space. The Tenant is not required to pay Rent when the Rental Space is unusable. If the Tenant uses part of the Rental Space, the Tenant must pay Rent pro-rata for the usable part.

If the Rental Space is partially damaged by fire or other casualty, the Landlord shall repair it as soon as possible. This includes the damage to the Rental Space and fixtures installed by the Landlord. The Landlord need not repair or replace anything installed by the Tenant.

Either party may cancel this Lease if the Rental Space is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by the Landlord and the Tenant will be binding on both parties.

This Lease shall end if the Rental Space is totally destroyed. The Tenant shall pay Rent to the date of destruction.

If the fire or other casualty is caused by the act or neglect of the Tenant or the Tenant's employees, the Tenant shall pay for all repairs and all other damage.

20. Eminent Domain

Eminent domain is the right of a government to lawfully condemn and take private property for public use. Fair value must be paid for the property. The taking occurs either by court order or by deed to the condemning party. If any part of the Rental Space is taken by eminent domain, either party may cancel this lease on 30 days notice to the other. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of this Lease for the remaining part of the Term.

21. Subordination to Mortgage

In a foreclosure sale all mortgages which now or in the future affect the Building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If the Tenant refuses, the Landlord may sign the papers on behalf of the Tenant.

22. Tenant's Certificate

At the request of the Landlord, the Tenant shall sign a certificate stating that (a) this Lease has not been amended and is in effect, (b) the Landlord has fully performed all of the Landlord's agreements in this Lease, (c) the Tenant has no rights to the Rental Space except as stated in this Lease, (d) the Tenant has paid all Rent to date, and (e) the Tenant has not paid Rent for more than one month in advance. The Certificate shall also list all the property attached to the

ADDENDUM TO BUSINESS LEASE DATED 1st DAY OF March
1991 BETWEEN Waterview Associates, LANDLORD, AND
Finale - The Final Act in Beauty TENANT, FOR PREMISES
KNOWN AS Light House Square, Lots 2, 3, 7, Block 3103 Atlantic-Brigantine
Blvd., Brigantine, New Jersey 08203

All leases - Rent Due First of Each Month
1 1/2 Months Security Up Front

Any entry into rental space before the first of the month
will be per diem (using 30 day base).

10% Late Charge - 5 days from due date.

COMPLIANCE WITH LAWS, etc.

Lessee, in the use and occupancy of the leased premises, and in the prosecution and conduct of its business and activities, shall at its own cost and expense secure and maintain all the necessary licenses and permits required for the conduct of its business, and shall at all times comply with all laws and ordinances and all lawful rules and regulations issued by any legally constituted authority, and with the applicable orders, regulations and requirements of any Board of Fire Underwriters, and observe all plat and deed restrictions of record, including in such compliance any required changes in the improvements, structural or otherwise, but may, within such limits, use the leased premises for any lawful purpose.

ASSIGNMENT AND SUBLETTING (FOR THE SAME USE ONLY)

Lessee shall not assign this lease nor sublet the leased premises, or any part thereof, without the written consent of the Lessor, provided, however, that such consent shall not be arbitrarily nor capriciously withheld. Lessee shall in any event continue to be liable hereunder following, any assignment or subletting.

LESSOR INDEMNIFIED

Lessee agrees to indemnify and save Lessor harmless from any and all liability, damage, expense, cause of action, suits, claims or demands (unless due to the acts, omissions, negligence or fault of the Lessor) arising from injury to persons or damage to property on the leased premises, or upon the abutting sidewalks or curbs, and to save Lessor harmless from any and all liabilities arising from Lessee's failure to perform any of the terms, conditions and covenants of the lease required to be performed by Lessee.

CONDITION OF PREMISES UPON TERMINATION

Upon termination of this lease, Lessee covenants and agrees to remove all of its property from the premises, and Lessee shall also remove any improvements made by Lessee upon the premises (which, prior to removal, shall be the property of the Lessor) if such removal is requested by Lessor, and Lessee shall repair any damage caused by the removal thereof, and shall leave the premises in good and clean condition and repair.

NO ORAL AGREEMENTS

It is expressly agreed between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms and conditions herein set forth, and that no modification of this lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the authorized officers of the necessary parties or party.

RENTAL ESCALATION 1989 Base \$19,363.97

The "base year" shall be the twelve month period ending 1989 and the "comparison year" shall be each succeeding twelve month period thereafter during the term hereunder.

Lessee agrees to pay, as additional rental hereunder, for each comparison year, a proportion (14.39 %) of any increase in the real estate taxes paid and the other direct expenses paid or incurred by Lessor on account of the operation or maintenance of the Building in which the leased premises are contained, over the real estate taxes paid and the other said direct expenses paid or incurred by Lessor during the base year. Said proportion shall be such fraction as the number of square feet of rental space of the leased premises bears to total rental space in said Building, exclusive of space at street level and below.

Such additional rental shall be payable in its entirety after Lessor renders a statement to Lessee therefor. All unpaid installments which otherwise would not be due and payable shall become due and payable on the first day of the last month of the term in the event Lessee's lease is not renewed.

Upon the termination of Lessee's occupancy the additional rental for the period from the end of the last comparison year to the date of termination shall be computed by Lessor and paid by Lessee on the basis of the real estate taxes paid and the other direct expenses paid or incurred for the preceding comparison year. On the first day of the last month of the term Lessor shall bill Lessee for any and all amounts due and Lessee shall pay the entire amount of the statement promptly upon receipt of the statement from Lessor.

The term "other direct expenses", as used herein, shall be construed to mean all direct costs of operation and maintenance as determined by standard accounting practices and shall include the following by way of illustration and not limitation: heat, water, sewer, electricity, and other utility charges; insurance premiums, licenses, permit and inspection fees; personal property taxes; special assessments; and the cost of all labor, contracted labor, materials and other services paid or incurred by Lessor in the operation and maintenance of the Building as determined by the accountant employed by Lessor.

TAX PARTICIPATION

Said tenant to pay, in addition to his or her monthly rental, a pro-rata share of any increase in taxes or assessments in excess of those rates for an established base year. Based on the square footage of said commercial space.

WATER AND SEWER PARTICIPATION

Said tenant shall pay, in addition to his or her monthly rental, a pro-rata share of water and sewer charges.

PEST CONTROL

Said tenant will be required to participate in pest elimination program of cockroaches, mice and rats. Services contracted through Lessors at a pro-rata cost to tenants. Pro-rata share based on the square footage of said commercial space. \$20.00 monthly

Tenant shall be responsible for any and all garbage removal relating to his or her commercial space. Garbage removal is as follows: Pro-rata share of shopping plaza compactor expense - \$80.00 monthly.

SNOW REMOVAL PARTICIPATION

Said tenant shall pay, in addition to his or her monthly rental, a pro-rata share of snow removal and lighting for the common parking lot. Pro-rata share based on the the square footage of said commercial space and proportionate share for cleaning of parking lot (actual repairs to blacktop and resurfacing would remain the obligation of the Owner).

ALL INTERIOR REPAIRS BY TENANT

The landlord will remain responsible for the repairs to the roof, exterior of the building, on all store fronts of the building, and structural repairs to the building, except when made necessary by the act or neglect of the tenant or the tenant's employees. The Lessee hereby agrees to be, and is responsible to repair or replace any door, storm door, or overhead door, window or screen that becomes damaged or destroyed.

All rental checks, assessments or charges shall be mailed to: Parke 52 Brigantine Property Management Services, P.O. Box 1150, Brigantine, New Jersey 08203. Any payment checks returned to Parke 52 Brigantine Property Management Services for insufficient funds or uncollected funds by any lending institution, will be considered a failure to pay rent. An administration fee for additional service will be due and payable by the tenant in the amount of \$25.00, due and payable to Parke 52 Brigantine Property Management Services. The landlord will charge any lending institution charges back to the tenant in the form of additional rent.

Lessee is hereby notified that Lessee must register with the City of Brigantine, City Hall, Brigantine, New Jersey as a commercial enterprise and obtain a merchantile license in accordance with City ordinance.

Use of kerosene heater or any other petroleum type auxilliary heater is strictly prohibited.

Lessee shall be responsible to keep an adequate temperature within leased premises to prevent freezing of the plumbing system during the cold weather. Any costs due to freezing because of tenant neglect, shall be borne by the tenant.

This lease may not be recorded without the prior written consent of both landlord and tenant.

The tenant shall be responsible for snow and ice removal in the pedestrian access to the property and to the rear alley, parking area and driveway.

The tenant shall maintain at all times during the term of the lease, on the premises, a fire extinguisher which shall at all times have an updated inspection sticker.

The tenant shall supply a lighted sign in conformity with the landlord's guidelines and specifications. The sign shall be lighted during the evening hours to 10:00 P.M. during the term of the lease.

PLEASE INITIAL

Signage is as follows: Mr. Sign - \$645.00 plus tax. See attached.
(Black background, white copy.) Finale will provide the artwork (logo).

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The tenant shall be responsible for snow and ice removal in the pedestrian access to the property and to the rear alley, parking area and driveway.

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PLEASE INITIAL

[Handwritten signature]

[Handwritten initials]

files a complaint. If there is any other cause to evict, the Landlord must give to the Tenant the notice required by law before the Landlord files a complaint for eviction.

The Tenant is liable for all damages caused by the Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs.

After eviction the Tenant shall pay the Rent for the Term or until the Landlord re-rents the Rental Space, if sooner. If the Landlord re-rents the Rental Space for less than the Tenant's Rent, the Tenant shall pay the difference until the end of the Term. The Tenant shall not be entitled to any excess resulting from the re-renting. The Tenant shall also pay (a) all reasonable expenses incurred by the Landlord in preparing the Rental Space for re-renting and (b) commissions paid to a broker for finding a new tenant.

24. Notices

All notices given under this Lease must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by (a) personal delivery, or (b) certified mail, return receipt requested. Notices shall be addressed to the Landlord at the address written at the beginning of this Lease and to the Tenant at the Rental Space.

25. No Waiver

The Landlord's failure to enforce any agreement in this Lease shall not prevent the Landlord from enforcing the agreement for any violations occurring at a later time.

26. Survival

If any agreement in this Lease is contrary to law, the rest of the Lease shall remain in effect.

27. End of Term

At the end of the Term the Tenant shall (a) leave the Rental Space clean, (b) remove all of the Tenant's property, (c) remove all signs and restore that portion of the Rental Space on which they were placed, (d) repair all damage caused by moving, and (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear.

If the Tenant leaves any property in the Rental Space, the Landlord may (a) dispose of it and charge the Tenant for the cost of disposal, or (b) keep it as abandoned property.

28. Binding

This Lease binds the Landlord and the Tenant and all parties who lawfully succeed to their rights or take their places.

29. Full Agreement

The parties have read this Lease. It contains their full agreement. It may not be changed except in writing signed by the Landlord and the Tenant.