

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of this ____ day of _____, 2010 (the "Effective Date") by and between the City of Columbus, an Ohio municipal corporation ("Landlord") and KA Restaurant Concepts, LLC, an Ohio limited liability company ("Tenant").

SECTION 1.01. Definitions.

(A) Premises. Being the restaurant building and surrounding terrace as crosshatched on the attached site plan, Exhibit A and having an address of ___ Civic Center Drive, Columbus, Ohio 43215.

Actual address of park is 233 Civic Center. Asking DPS for new address for building vs. restaurant taking park address and CRPD changing all records.

(B) Term. The Initial Term together with any properly exercised Renewal Term.

(C) Initial Term. Three (3) Lease Years (as defined in Section 1.08) beginning on the Commencement Date.

(D) Commencement Date. The date on which the Initial Term shall commence shall be the earlier of: (i) the date upon which Tenant opens all or any part of the Premises for business, or (ii) 30 days following the Date of Delivery (as defined in Section 1.06).

(E) Rent. For each Lease Year of the Term, Rent shall be based on Gross Sales (as defined in Section 2.03) as set forth below:

- (i) three (3%) percent of Gross Sales up to \$2,000,000;
- (ii) five (5%) percent of Gross Sales exceeding \$2,000,000; and
- (iii) seven (7%) percent of Gross Sales exceeding \$3,000,000

(F) Permitted Uses. The Premises may be used only for restaurant and restaurant related uses, including the sale and consumption of alcoholic beverage in any part of the Premises provided Tenant shall not allow alcoholic or other intoxicating beverage on the Premises by anyone not of legal age.

(G) Minimum Hours of Operation. Prior to the Commencement Date Tenant shall submit for Landlord's approval proposed hours of operation which shall include lunch and dinner Monday through Sunday. The hours as approved shall constitute the minimum hours of operation; provided that Tenant may from time to time, upon reasonable advance notice to Landlord, reduce or expand such hours to the extent

reasonably necessary or prudent to facilitate material changes in customer demand and financial feasibility.

(H) Legal Requirements: All laws, statutes, codes, zoning conditions and ordinances of general application.

(I) Trade Name: The name of the restaurant to be determined by opening.

(J) Addresses For Notice and Payments:

Landlord's Address for Notice

Director
Department of Recreation & Parks
1111 East Broad Street
Columbus, OH 43205

Landlord's Address for Payment

(Name to be determined)
___ Civic Center Drive
Columbus, OH 43215

Tenant's Address for Notice

___ Civic Center Drive
Columbus, OH 43215

SECTION 1.02. Enumeration of Exhibits.

The Exhibits enumerated in this Section and attached to the Lease are incorporated into this Lease by this reference and are to be construed as part of this Lease, as follows:

Exhibit A – Site Plan

Exhibit B – Specifications for Landlord's Work and Tenant Work (CDDC is going to finish café – tenant responsibilities on fit out are soft wares)

Exhibit C – Signage Criteria

Exhibit D – Commencement Date Agreement

Exhibit E – Tenants Proposal

SECTION 1.03. Premises.

Landlord, in consideration of the rents and the performance of the covenants and agreements hereinafter to be paid and performed by Tenant, hereby leases to Tenant, for the Term, and Tenant hereby accepts from Landlord, the Premises as set forth in Section 1.01(A).

SECTION 1.04. Term; Commencement Date.

The Term, as set forth in Section 1.01(B) of this Lease shall commence on the Commencement Date as set forth in Section 1.01(D) within thirty (30) days after request by Landlord, Tenant shall enter into a supplemental agreement prepared by Landlord which affirms the Commencement Date and the expiration date of the Initial Term of the Lease substantially in the form attached hereto as Exhibit D (the "Commencement Date Agreement"). In the event Tenant fails to execute the Commencement Date Agreement and return the same to Landlord within thirty (30) days after Landlord's request therefor, the provision to be affirmed as contained in the Commencement Date Agreement prepared by Landlord shall be deemed accurate and accepted by Tenant.

SECTION 1.05. Option to Renew.

Provided Tenant is open and operating the restaurant pursuant to the provisions of Article IV herein and has not been in default under this Lease beyond any applicable cure period, Tenant may, at Tenant's option, extend the Initial Term for three (3) Renewal Terms of three (3) years each, such options to renew shall be exercised, if at all, by Tenant's delivery of written notice to Landlord within ninety (90) days of the last day of the Initial Term or subsequent Renewal Term, time being of essence with respect to each such notice. If Tenant fails to notify Landlord as set forth, Tenant's option to renew shall expire and this Lease shall terminate pursuant to the terms hereof.

SECTION 1.06. Date of Delivery.

Landlord shall notify Tenant of the date on which Landlord's Work (as defined in Section 3.01) will be substantially complete and the Premises will be available for the performance of Tenant's Work (as defined in Section 3.02) ("Date of Delivery").

The Tenant shall take physical possession of the Premises and begin Tenant's Work on the later of (i) the Date of Delivery or (ii) the date Tenant provides proof of insurance to Landlord. From and after the Date of Delivery, Tenant shall observe and perform all of its obligations under this Lease excluding its obligation to pay Rent which shall commence on the Commencement Date.

SECTION 1.07. Method of Floor Area Measurement.

For purposes of this Lease the term "GLA" shall mean: (a) with respect to the Premises, the actual number of square feet of floor space within the Premises, measured from the center line of interior partitions and from the outside exterior wall faces, without deduction or exclusion for any space occupied by or used for columns, stairs, hallways or other interior construction or equipment. Exact GLA of the Premises shall be determined by Landlord.

SECTION 1.08. Lease Year; Calendar Year.

For purposes of this Lease, the term "Lease Year" shall mean, for the first (1st) such Lease Year, the period beginning on the Commencement Date and ending at the end of the twelfth (12th) full calendar month to elapse therefrom, and thereafter shall mean each successive period of twelve (12) consecutive calendar months during the Initial Term and Renewal Terms.

For purposes of this Lease, the term "calendar year" shall mean each successive January 1 to December 31 period falling within the Term. The periods from: (a) the Commencement Date to the end of the calendar year in which Commencement Date occurs, and (b) from January 1st of the calendar year in which the Term ends until the date on which the Term ends, shall be considered "partial calendar years." Unless the context clearly requires otherwise, the words "calendar year" shall be deemed wherever used to include any partial calendar years that may fall within the Term.

ARTICLE II – RENT

SECTION 2.01. Rent.

Within twenty (20) days following the end of each month, Tenant shall furnish to Landlord an accurate statement of Gross Sales for the previous month. Tenant shall, simultaneously with its statement of Gross Sales for such month, pay Landlord Rent as set forth in Section 1.01(E). All checks shall be made payable to Treasurer, City of Columbus. Tenant shall furnish to Landlord, within sixty (60) days immediately following the end of each calendar year, an accurate statement of the Gross Sales for such period, certified by an independent certified public accountant or an officer of Tenant, in such form and with such detail as shall be reasonably satisfactory to Landlord, and Tenant shall therewith pay to Landlord, any Rent then due and not previously paid to Landlord. Should Tenant fail to furnish such annual statement of Gross Sales within the period required, in addition to Landlord's other remedies available hereunder, Landlord may charge Tenant interest at the Default Rate, on the amount of Rent owed for the period that such payment is delinquent.

SECTION 2.02. Tenant's Records.

Tenant shall keep in the Premises or at some other location acceptable to Landlord a permanent, accurate set of books and records of all sales derived from business conducted in the Premises, and all supporting records such as tax reports, banking records, cash register tapes, sales slips and other sales records. At a minimum, such books and records shall include such records as an independent certified public accountant would need to verify Gross Sales in accordance with this Lease and with generally accepted accounting principles. All such books and records shall be retained

and preserved for at least thirty-six (36) months after the end of the Calendar Year to which they relate and shall be available to Landlord upon reasonable notice.

SECTION 2.03. Definition of Gross Sales.

The term "Gross Sales" as used in this Lease shall mean the gross dollar aggregate of all sales, services and all other receipts of all business conducted, sold or rendered in, on, about or from any part of the Premises by Tenant and any licensees or concessionaires, whether for cash or on a charge, credit or time basis, without reserve or deduction for inability or failure to collect (except as hereinafter provided), and whether wholesale or retail. Gross Sales shall exclude: (1) amount of refunds to customers, provided the amounts refunded have first been included in Gross Sales and provided further that if such refunds are in the form of credits to customers, such credits shall be included in Gross Sales when used; (ii) amount of gift certificates cashed in or used to purchase, provided that all gift certificates sold in or from the Premises shall be included in Gross Sales; (iii) amount of sales taxes for which the amount thereof is expressly charged to the customer; (iv) discounts and allowances.

ARTICLE III – CONSTRUCTION OF AND IMPROVEMENTS TO THE PREMISES

SECTION 3.01. Landlord's Work.

Landlord shall construct the improvements to the Premises as set forth in Exhibit B, attached hereto and made a part hereof ("Landlord's Work").

SECTION 3.02. Tenant's Work.

Tenant agrees to provide small wares, software, liquor license and such fixtures and equipment other than Landlord's Work which Tenant in its sole discretion determines is necessary for an upscale casual restaurant at Tenant's sole cost and expense. Tenant's Work shall consist of only high quality, new materials.

SECTION 3.03. Alterations by Tenant.

Subsequent to the completion of Tenant's Work, Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises (collectively, "Improvements") without the prior written approval of Landlord. Notwithstanding the foregoing, with respect to non-structural interior improvements to the Premises which are cosmetic in nature and do not affect the storefront of the Premises, penetrate the roof or affect the structural, mechanical, electrical or other utility components of the building in which the Premises is located: (a) Landlord's consent shall not be required if the aggregate cost of such Improvements is less than Twenty Thousand Dollars (\$20,000.00) in any Lease Year, and (b) Landlord's consent, if required, shall not be

unreasonably withheld, delayed or conditioned. All Improvements shall be made at Tenant's sole cost and expense.

All Improvements made by Tenant, which have become an integral part of the Premises, shall be deemed the property of Landlord at the expiration or sooner termination of this Lease, regardless of whether originally installed by Landlord or by Tenant, and such Improvements may not be removed by Tenant at any time during the Term unless they are replaced by comparable Improvements, in new or like new condition. Upon expiration or earlier termination of this Lease, Tenant shall not remove any of such Improvements. Notwithstanding the foregoing to the contrary, Landlord may, at any time, designate by written notice to Tenant those Improvements which shall be removed by Tenant, and at the expiration or earlier termination of the Lease, Tenant shall promptly remove the same and repair any damage to the Premises caused by such removal. Personal property and trade fixtures belonging to Tenant shall remain the property of Tenant and shall be removed by Tenant in accordance with Section 11.01.

SECTION 3.04. Signs.

Tenant recognizes Landlord's desire to maintain a high level of aesthetic quality for the Premises consistent with its location within the Scioto Mile Park. Tenant will be permitted to install and operate a sign advertising the restaurant at tenant's expense but Tenant may not install any interior and exterior sign until approved in writing by Landlord. Tenant must also obtain Downtown Commission approval for all exterior graphics.

SECTION 3.05. Roof and Terrace.

Tenant shall not install any equipment on the roof of the building or the outdoor terrace, including but not limited to an antenna or satellite dish, without Landlord's prior written approval which approval may be withheld in Landlord's sole and absolute discretion.

SECTION 3.06. Mechanic's Liens.

Tenant shall not permit any lien, encumbrance or charge arising out of any work performed or materials furnished by any contractor, mechanic, laborer, or materialman for or at the request of Tenant to be attached or recorded against the Premises or any other portion of the Shopping Center. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Premises is filed against the Premises or any part of the Shopping Center, Tenant will, within fifteen (15) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. Tenant shall, within three (3) days thereafter, provide Landlord with a copy of the entry of the court approving the bond, or other

written evidence reasonably satisfactory to Landlord that such lien has been otherwise discharged. Furthermore, in the event that any action on the lien has been or is commenced, Tenant shall undertake any and all legal procedures necessary to accomplish termination of such action. If Tenant fails to cause such lien or notice of lien to be discharged within such period, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit, bond or otherwise, and Tenant shall, immediately upon demand, reimburse Landlord for all costs and expenses incurred by Landlord to discharge such lien including, without limitation, all attorneys' fees and, court costs, plus an administrative fee equal to fifteen percent (15%) of all expenses and costs incurred by Landlord. In addition, Tenant shall indemnify and hold Landlord and Landlord's lender, if any, harmless from and against all loss, cost, expense and liability whatsoever (including Landlord's cost of defending against the foregoing, such costs to include attorneys' fees) resulting or occurring by reason of any claims or causes of actions that may arise as a result of any lien, notice of lien or, claim relating to work and/or materials furnished to the Premises at the request of Tenant, its employees, agents or contractors.

SECTION 3.07. Grease Containment System.

Landlord has installed a grease containment system and Tenant shall be responsible for proper disposal and maintenance.

SECTION 3.08. Liquor Permit.

Tenant shall be responsible for obtaining a liquor permit at its cost.

ARTICLE IV – CONDUCT OF BUSINESS BY TENANT

SECTION 4.01. Use of Premises and Trade Name.

The Premises shall be used for the Permitted Use as specified in Section 1.01(F) and under the Trade Name specified in Section 1.01(I) and for no other purpose or purposes and under no other Trade Name whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole and absolute discretion. Tenant agrees to occupy and operate in all of the Premises and commence its business and operations upon the Commencement Date of this Lease and thereafter continuously conduct business fully staffed to maximize sales from the Premises.

SECTION 4.02. Operation of Business.

Tenant shall keep all the Premises continuously and uninterruptedly open for business to the public during the Minimum Hours of Operation set forth in **Section 1.01()**. Tenant shall not change operating hours without prior written approval of Landlord which consent may be withheld.

Special Events and Festivals Cooperation between the Landlord and Tenant is vital to success of restaurant and the Scioto Mile. Tenant must coordinate with Landlord quarterly regarding the schedule of restaurant events. Any private or public event or gathering will require written authorization. Landlord will provide festival and event programming in the park throughout the year, and of any street closures. Tenant is expected to support the efforts of the event coordinators and work with Landlord to manage access, deliveries and operations to limit the impact on programs.

SECTION 4.03. Menus.

Tenant shall make efforts to ensure that only the highest quality of food is sold at the Premises. Tenant acknowledges that Landlord's desires to have an upscale casual restaurant with a diverse menu consistent with the menu proposed by Tenant as set forth in attached Exhibit E. Tenant agrees that it must obtain Landlord's prior written approval before implementing a menu change that, in conjunction with prior menu changes within the same Lease Year, would result in more than thirty (30%) percent of menu items being affected. Written notifications and request for menu changes must include the following: (1) statement of the item(s) to be changed; (2) the current prices and portion sizes of the affected menu change; (3) the changes or proposed changes to the menu item(s); (4) if a price change is involved, the percentage change in price; and (5) the rationale for the change.

Tenant agrees to consider developing a separate menu for carry out or food carts.

ARTICLE V – UTILITIES AND TRASH REMOVAL

SECTION 5.01. Utilities Generally.

Landlord shall be responsible for contracting for and pay all charges for natural gas, electric, water storm and sanitary sewer, specifically attributable to, the Premises from and after the date on which Tenant first gains possession thereof, together with all taxes, levies or other charges based on the use of such utilities, including any tap-in fees and/or impact fees and/or deposits. Tenant shall be responsible for contracting for and paying all charges for any other utility service including telephone, cable TV and internet service. (Note: the park is supplied with free wi-fi). Tenant shall not, in the absence of

Landlord's prior written consent or direction, have any utility service discontinued prior to the last day of the Term or any later date on which any month-to-month tenancy shall end. Landlord shall have the option to pay any past due amounts owed by Tenant to any utility provider and Tenant shall reimburse Landlord for any such amount, plus an administrative fee of fifteen percent (15%) of the total cost thereof, as Additional Rent. Should Landlord elect to directly supply any such utility or service used or consumed in the Premises, the same shall be supplied to Tenant at a rate not to exceed the rate Tenant would pay if Tenant contracted directly with the local utility provider. Tenant agrees to reimburse Landlord for such service as Additional Rent.

SECTION 5.02. Trash Removal; Sanitation.

Tenant, at Tenant's expense, shall at all times keep the Premises (and the sidewalks and service areas adjacent to the Premises) orderly, neat, safe, clean and free from vermin, rubbish, ice and snow, and shall store all trash and other solid waste within the Premises or in dumpsters designated by Landlord. Tenant shall not permit garbage in said dumpsters to accumulate or overflow. Daily pick-up is required. Dumpsters shall be maintained in a reasonably clean condition. If Landlord shall provide or contract for any services or facilities for solid waste pickup, then Tenant shall be obligated to use the same and shall pay to Landlord its share (as reasonably determined by Landlord) of all expenses associated with such trash removal, including sales tax, on a monthly basis in advance as Additional Rent.

ARTICLE VI – TAXES

SECTION 6.01. Real Estate Taxes Defined.

Landlord shall pay, or cause to be paid, all Real Estate Taxes applicable to the Premises. "Real Estate Taxes" as used herein shall mean all taxes and assessments (special or otherwise) levied or assessed directly or indirectly against the Premises and other taxes arising out of the use and/or occupancy of the Premises, imposed by any taxing authority having jurisdiction, including service payments in lieu of real property taxes.

ARTICLE VII – PARKING & DELIVERIES

SECTION 7.01. Parking.

The Premises do not include dedicated parking spaces. Parking arrangements for Tenant's employees and patrons shall be the responsibility of Tenant, at Tenant's cost.

SECTION 7.02. Deliveries.

The City to sign Delivery/Loading/Unloading Zone on Civic Center in front of restaurant (first 3 parking spaces).

ARTICLE VIII – INSURANCE AND INDEMNITY

SECTION 8.01. Tenant's Insurance.

Tenant shall, at its sole cost and expense, commencing with the date the Premises shall be made available for Tenant's Work, procure and keep in full force and effect: (a) a commercial general liability (ISO form or equivalent) policy, including broad form property damages, extended bodily injury and independent contractors, assumed or contractual liability under this Lease with respect to the Premises and the operations of Tenant and any person or entity conducting business in, on or about the Premises in which the limits with respect to personal liability and property damage shall be not less than Three Million Dollars (\$3,000,000) per occurrence on a location basis; (b) liquor liability insurance (if alcohol is served or sold at the Premises) in an amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate; (c) property insurance, including theft and, if applicable, boiler and machinery coverage, written at replacement cost value in an adequate amount to avoid coinsurance and a replacement cost endorsement insuring Tenant's Property, plate glass (although Tenant shall be permitted to self-insure for plate glass if not available at an economically feasible rate), and signs located on or in the Premises; (d) workers' compensation coverage as required by law and employer's liability insurance in an amount of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate; (e) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contractor's protective liability and builder's risk insurance, in amounts satisfactory to Landlord; (f) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment owned, hired, and non-owned in the following minimum amounts with a limit of not less than Three Million Dollars (\$3,000,000) combined single limit for bodily injury and property damage; (g) business interruption insurance; and (h) such insurance as may from time to time be required by city, county, state or federal laws, codes, regulations or authorities. From time to time during the Term, at Landlord's request, Tenant shall: (i) procure, pay for and keep in full force and effect such other insurance as Landlord shall reasonably require; and (ii) increase the limits of such insurance as Landlord shall reasonably require.

All Tenant's policies of insurance shall be written by an insurance company having a Best rating of at least A-/IX and licensed to do business in the state in which the Premises is located. Any such insurance required of Tenant hereunder may be furnished

by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of the insurer, certifying that such policy has been issued, shall be delivered to Landlord prior to the Commencement Date and, upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Tenant hereunder.

SECTION 8.02. Landlord's Insurance.

Landlord agrees to carry insurance covering the building or the Premises and improvements therein against perils or loss and insurance for such other risks that Landlord may elect or be required to carry, including, but not limited to, wind insurance and/or flood insurance, and in an amount or amounts as Landlord may deem appropriate.

Tenant will not do, or permit anything to be done, in or upon the Premises or bring or keep or permit anything to be brought into or kept on the Premises, which in any manner shall constitute an increased hazard or shall increase the premiums for insurance on the Premises.

SECTION 8.03. Indemnification.

Subject to Section 9.01, Tenant shall indemnify Landlord, its officers, directors, members, beneficiaries, partners, representatives, agents and employees, and save them harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees arising from or out of: (a) any occurrence in, upon or about the Premises unless arising out of or in connection with Landlord's negligent act or omission; (b) the occupancy or use by Tenant of the Premises; (c) default by Tenant of any Lease obligations beyond any applicable cure period; or (d) any negligent or tortuous act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers or licensees and any person or entity conducting business in the Premises. For the purpose hereof, the Premises shall include the sidewalks and service areas adjoining the same and the loading platform area allocated to the use of Tenant. In case Landlord or any other party so indemnified shall, without fault, be made a party to any litigation commenced by or against Tenant, or if Landlord or any such party shall, in its sole discretion, determine that it must intervene in such litigation to protect its interest hereunder, including, without limitation, the incurring of costs, expenses, and attorneys' fees in connection with relief of Tenant ordered pursuant to the Bankruptcy Code (11 U.S.C. §101 et seq.), then Tenant shall protect and hold them harmless by attorneys satisfactory to Landlord and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by such party in connection with such litigation. Landlord shall have the right to engage its own attorneys in

connection with any provision of this Lease. The foregoing provisions of this Article VIII shall survive the expiration or earlier termination of the Term.

ARTICLE IX – MAINTENANCE OF LEASED PREMISES

SECTION 9.01. Tenant's Maintenance Obligations.

Except as otherwise specifically stated herein, Tenant shall, in a good and workmanlike manner, maintain and make all necessary repairs to the Premises; the heating, ventilating and air conditioning units and systems, sprinkler, electrical, plumbing and sewer systems, grease guards and grease traps exclusively serving the Premises or located within the Premises; interior and exterior doors, door frames, door hardware, and door openers; windows and window frames; and plate glass. Tenant shall keep the Premises in a safe, dry and first-class condition, and in compliance with all Legal Requirements. Tenant shall enter into a service contract with a reputable company approved in writing by Landlord for regular servicing of the heating and air conditioning equipment. All costs of repair or replacement of plate glass and any other damage occurring as a result of vandalism at the Premises shall be Tenant's responsibility and Landlord shall have no liability for such damage, except to the extent such damage is to those portions of the Premises for which Landlord is responsible as set forth in Section 9.02. Tenant further agrees and acknowledges that vandalism and similar third-party acts do not constitute a breach of the covenant of quiet enjoyment.

Tenant shall immediately contact Landlord should the need for any emergency repairs arise and Tenant shall otherwise promptly provide Landlord written notice of any maintenance or repair responsibility of Landlord. If Tenant fails to comply with the foregoing sentence, Landlord shall have no liability for the maintenance or repair work performed even if otherwise within its scope of responsibility.

Tenant responsible for all annual inspections (fire, etc.) as required and at Tenant's expense.

SECTION 9.02. Landlord's Maintenance Obligations.

Landlord shall be responsible, except as hereinafter stated, at its expense, to maintain and as necessary make repairs and replacements of or to structural walls (excluding plate glass, doors and doorframes); foundations; the roof; and common utility lines and sprinkler systems. To the extent that any repair or replacement is necessitated on account of the negligence, actions, or fault of the Tenant, including, without limitation, on account of any alterations or modifications made by Tenant to the Premises (whether or not consented to or approved by Landlord) the cost thereof shall be paid by Tenant.

SECTION 9.03. Landlord's Non-liability.

Except for a breach of Landlord's obligations in Section 9.02 and subject to Section 9.01, Landlord shall have no liability whether direct, indirect, or consequential, to Tenant or any other person for any expense, damage or injury: (a) done or occasioned by or from (or by leakage or odors from) any electrical, gas, water, steam, heating, air conditioning, plumbing, sprinkler and sewer lines and systems located in, upon or about the Premises or the building in which the Premises is located; (b) occasioned by water, snow, ice, or dampness being upon or coming into the Premises through the roof, walls, floors, windows, doors, sewers, or otherwise, regardless of the source; (c) arising from acts of negligence or omissions of Tenant, its employees, or invitees; (d) arising from the acts or omissions, odor or noise, of adjoining tenants or of any owners or occupants of adjoining or contiguous property; (e) for any expense, damage or injury incurred by reason of forced entry by any person or by any attempt thereof; (f) arising from acts by the public or caused by operations or construction of any private, public or quasi-public work; or (g) for any latent defect in the Premises or in the building of which it forms a part or for any change or modification thereof. In no event shall Landlord be liable for any expense or damage to Tenant's leasehold improvements, fixtures, carpets, personal property, or merchandise resulting from fire, water damage or insurable hazards, regardless of the cause thereof, and Tenant hereby releases Landlord from all liability for such damage.

ARTICLE X – SURRENDER; HOLDING OVER

SECTION 10.01. Surrender.

At the expiration or earlier termination of the Term, Tenant shall surrender and return possession of the Premises, broom clean and in good order, condition and repair, ordinary wear and tear and damage by casualty excepted and in accordance with Section 3.03. Tenant shall remove all personal property and trade fixtures from the Premises and if Tenant fails to do so, all such items shall be deemed abandoned by Tenant and Landlord may remove the same without liability to Tenant and at Tenant's cost. If Tenant fails to remove its storefront signage upon expiration of the Term in accordance with Section 3.04, Tenant shall pay Landlord the Signage Removal Fee. The provisions of this Article X shall survive the termination of this Lease.

SECTION 10.02. Holding Over.

Landlord may, at its option, allow Tenant to hold over under this Lease on a month-to-month basis. It is agreed that any holding over after termination of the Lease shall not renew and extend the Lease Term but shall operate and be construed as a month-to-month permit.

ARTICLE XI – ASSIGNMENT AND SUBLETTING

SECTION 11.01. Assignment and Subletting.

Except as expressly set forth herein, Tenant shall not assign, sublease or otherwise transfer all or any portion of the rights granted by this Lease (any of the foregoing herein an “Assignment”), or change the Permitted Use, without the prior written consent of Landlord, which consent may be withheld in Landlord’s sole discretion. In the event of an Assignment, Tenant shall remain primarily liable for Tenant’s obligations hereunder and the assignee shall assume all obligations of Tenant in writing. If Tenant is a franchisee, Tenant shall provide Landlord with written evidence of Tenant’s franchisor’s consent to such Assignment.

ARTICLE XII – GOVERNMENTAL REGULATIONS

SECTION 12.01. Governmental Regulations.

Tenant shall, at Tenant’s sole cost and expense, comply with all Legal Requirements applicable to the Premises and/or Tenant’s use and/or occupancy thereof. Tenant, at its sole cost and expense, shall install and keep the Premises equipped with all fire suppression and safety appliances, devices, equipment and applications required by any governmental authority or code or recommended by Landlord’s insurer. Tenant shall allow Landlord to inspect all licenses and permits necessary for the operation of Tenant’s business operation.

SECTION 12.02. Hazardous Materials.

Tenant agrees that it will not place, hold, release or dispose of any pollutant, contaminant, waste, hazardous, toxic or radioactive substance or material, including but not limited to, medical waste and any hazardous substance, pollutant or contaminant (collectively, “Hazardous Materials”) defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), any so-called “Superfund” or “Superlien” law, the Toxic Substance Control Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, interpretation or order relating to or imposing liability or standards of conduct

concerning any Hazardous Materials, as now or at any time hereafter in effect (herein referred to collectively as "Environmental Laws") in, under, or about the Premises. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations made to the Premises. Tenant hereby indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind and nature whatsoever (including without limitation court costs and attorneys' fees) which may be paid, incurred, or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of: (a) a breach by Tenant of the foregoing covenants; or (b) to the extent caused or allowed by Tenant or any agent, employee, or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from, onto or into the Premises, the atmosphere, any watercourse, or the groundwater of any Hazardous Material (including without limitation any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law). The provisions of this Section shall survive the termination of this Lease. Notwithstanding the foregoing, if Tenant's Permitted Use requires Tenant to bring onto the Premises substances which are included in the definition of "Hazardous Material", but which are permitted by law to be stored for use and used in connection with Tenant's Permitted Use, Tenant may bring such substances onto the Premises for said lawful use, but Tenant shall be solely responsible for the proper storage, use and off-site disposal of such substances (including medical waste) in accordance with Legal Requirements. Tenant shall promptly upon receipt of written request from Landlord, furnish a list of all types and quantities of Hazardous Materials or wastes including, but not limited to, petroleum products, which Tenant intends to treat, store, handle or dispose of at the Premises, both above or below ground. Tenant shall advise Landlord in writing of any changes in the Tenant's use of such Hazardous Materials within five (5) days of the date of such change. Tenant shall immediately notify Landlord and Landlord's Property Manager both by telephone and in writing of any spill or unauthorized discharge of Hazardous Materials or of any condition constituting an "imminent hazard" under Environmental Laws. Landlord, Landlord's representatives and employees may enter the Premises at any time during the Term to inspect Tenant's compliance herewith.

ARTICLE XIII – DESTRUCTION OF LEASED PREMISES

SECTION 13.01. Reconstruction of Damaged Premises.

Tenant shall immediately notify Landlord in the case of fire or other casualty. If the Premises is damaged, but is not thereby rendered untenable, Landlord shall cause such damage to be repaired, but no Rent shall be abated. In the event the Premises shall be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenable, then Landlord shall restore the Premises to a tenable condition (unless Landlord shall elect not to rebuild as hereinafter provided). Payment of full Rent shall resume on the

date Tenant reopens for business to the public. Tenant shall be obligated to reopen for business within thirty (30) days following the date Landlord advises Tenant that the Premises is tenantable; provided, however, that in the event Landlord is unable to complete such restoration within one hundred twenty (120) days after such destruction, Tenant may, by written notice to Landlord within seven (7) days after such 120-day period, elect to terminate this Lease without further obligation to Landlord. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment, plate glass, signs, personal property or any tenant improvements constructed by Tenant as part of Tenant's Work (defined in Exhibit B). If Landlord repairs or rebuilds the Premises as herein provided, Tenant, at Tenant's sole cost, shall repair or replace Tenant's merchandise, trade fixtures, furnishings, floor coverings, equipment, plate glass, signs, personal property and Tenant's Work in a manner and to at least a condition equal to that prior to the damage or destruction thereof.

SECTION 13.02. Landlord's Right to Terminate.

If: (a) more than fifty percent (50%) of the GLA of the building in which the Premises is located; (b) more than fifty percent (50%) of the GLA shall be damaged or destroyed by fire or other casualty, or (c) all or any part of the Premises is damaged or destroyed at any time by the occurrence of any risk not insured under the insurance carried by Landlord, or if the net insurance award to Landlord, in Landlord's reasonable opinion, is not sufficient to rebuild the Premises, then Landlord may terminate this Lease by giving notice to Tenant of Landlord's election so to terminate within ninety (90) days after the occurrence of such damage or destruction. If this Lease is so terminated, Tenant shall remove all of its property from the Premises within fifteen (15) days after the notice of termination is given.

ARTICLE XIV – EMINENT DOMAIN

SECTION 14.01. Eminent Domain.

If any part of the Premises shall be taken by governmental authority pursuant to its power of eminent domain (or Landlord conveys any part of the Premises pursuant to a threat thereof), then the Premises shall be reduced in proportion to the amount so taken or conveyed, unless the amount taken shall be so great that it would be impractical for Tenant to continue its business operations, in which event this Lease shall be terminated as of the date of such taking. All compensation awarded for any taking of the Premises shall belong solely to and be the property of Landlord, and Tenant assigns to Landlord all of Tenant's rights with respect hereto. However, Tenant may apply for reimbursement from the condemning authority (if permitted by law) for moving expenses, removal of Tenant's trade fixtures or loss of Tenant's business good will, provided that any such reimbursement shall not reduce the amount of the award

otherwise recoverable from the condemning authority by Landlord. If a portion of the Premises is taken and this Lease is not terminated, Landlord shall at its own expense restore the remaining portion of the Premises to a complete architectural unit, but such work shall not exceed the original scope of work required to be done by Landlord pursuant to this Lease as set forth in Exhibit B. Furthermore, in the event of such taking, the Rent shall be reduced proportionately based on the percentage of the Premises taken and not restored by Landlord. No other taking, appropriation or condemnation shall cause this Lease to be terminated, nor shall such proceedings operate as or be deemed an eviction of Tenant or a breach of Landlord's covenant of quiet enjoyment.

ARTICLE XV – DEFAULT BY TENANT

SECTION 15.01. Events of Default.

Each of the following shall constitute an "Event of Default":

(a) Any failure of Tenant to pay any Rent or other charges when due hereunder;

(b) if Tenant conducts business other than for the Permitted Use or under a trade name other than the Trade Name as set forth herein;

(c) if Tenant shall become insolvent or shall make an assignment for the benefit of creditors or if Tenant permits this Lease to be taken under any writ of execution;

(d) if Tenant shall falsify any report required to be furnished to Landlord under this Lease;

(e) if Tenant shall abandon or vacate the Premises or fail to keep the Premises continuously and uninterruptedly open for business each business day during the hours set forth herein (except, as may otherwise specifically be permitted herein);
or

(f) if Tenant shall fail or refuse to keep and to perform any of the other covenants, conditions, stipulations or agreements herein contained for more than thirty (30) days after written notice of such default shall have been mailed (or such additional reasonable time as Tenant may require if cure is not practicable with such thirty (30) day period and Tenant has commenced the cure and is diligently continuing to completion, but not to exceed sixty (60) days). Notwithstanding the foregoing, if Tenant fails to perform or defaults in the performance of any term, covenant or condition of this Lease on two (2) or more separate occasions during any twelve (12) month period for which Landlord has provided written notice to Tenant, then, even if such failures or defaults

have been cured by Tenant, any further failure or default by Tenant during the twelve (12) month period shall be deemed an Event of Default hereunder without the ability of cure by Tenant and Landlord shall not be obligated to send Tenant any notice of default.

SECTION 15.02. Remedies.

Upon the occurrence of any "Event of Default," Landlord in addition to any other rights or remedies it may have under this Lease, in law or in equity, may without any notice or demand:

(A) Lease Termination. Elect to terminate this Lease and the tenancy created hereby by giving notice to Tenant, which termination shall be effective as of the date of such notice or any later date therein specified by Landlord in such notice (and on the effective date of such termination, all obligations and liabilities of Landlord hereunder shall terminate), and, without further notice, Landlord shall have the right to repossess the Premises, by summary proceedings or otherwise, and remove Tenant and all other persons and property from the Premises, without liability for damage to, and without obligation to store, such property. After such termination, Landlord may change the locks. Landlord shall be entitled to recover all loss and damage Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, including without limitation, the following (without duplication by any element of damages): (i) accrued Rent to the effective date of termination together with late charges and interest thereon; plus (ii) the cost of recovering the Premises, including without limitation, reasonable attorneys' fees; plus (iii) all costs of enforcing this Lease, including, without limitation, the provisions of this Section 15.02 against Tenant; plus (iv) costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises to prevent damage.

(B) Repossession Without Termination. Elect to immediately, or at any time (whereupon all obligations and liability of Landlord hereunder shall terminate) thereafter, and without terminating this Lease, enter into and upon the Premises or any part thereof and take absolute possession of the same, expel or remove Tenant and any other person or entity who may be occupying the Premises, remove any and all of their property from the Premises, and change the locks.

In the event of an Event of Default, Landlord may relet the Premises or any part thereof, for such Term and on such terms and conditions as Landlord, in its sole discretion, may determine. Landlord may at any time, upon an occurrence of an Event of Default whether before or after a reletting, elect to terminate this Lease pursuant to Section 15.02(A) above.

(C) New Locks; Disposition of Property. If Landlord terminates the Lease or terminates Tenant's possession: (i) Landlord shall have no obligation whatsoever to tender to Tenant a key for new locks installed at the Premises; and (ii) any and all

property which Landlord has the right to remove from the Premises pursuant to Section 15.02, shall at Tenant's sole cost and expense, be: (a) stored, and/or (b) sold at private or public sale for such price as Landlord may obtain, with the proceeds of any such sale being applied to amounts due from Tenant to Landlord under this Lease (including Landlord's attorneys' fees and other actual costs incurred by Landlord in the removal, storage and/or sale of such items), with any remainder to be paid to Tenant.

(D) Late Charges and Interest. Any Rent not paid when due shall bear 8% interest until payment is received by Landlord.

(E) Landlord's Cure of Tenant Defaults. Except as expressly set forth herein to the contrary, if Tenant fails to perform any non-monetary obligation under this Lease for thirty (30) days after notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as Additional Rent, for all expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom, or a waiver of any remedies to which Landlord is entitled to as a result of Tenant's failure to perform.

(F) Cumulative Remedies. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided in this Lease or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

(G) Other Matters. No re-entry or repossession, repairs, changes, alterations, additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord shall be under no obligation to observe or perform any provision of this Lease on its part to be observed or performed which accrues after the date of any Event of Default by Tenant. The times set forth herein for the curing of violations by Tenant are of the essence of this Lease.

ARTICLE XVI – ACCESS BY OWNER

SECTION 16.01. Landlord's Rights of Access.

Landlord or its agents may have free access to the Premises at all reasonable times upon prior notice to Tenant, except in emergency situations when no such notice shall be required: (a) for the purpose of examining the Premises to prospective tenants during the last one hundred eighty (180) days of the Term; (b) to make any repairs which Landlord is required to perform under this Lease and to service projector; and (c) if Tenant is in default for the purpose of exhibiting the Premises and putting up a "For Lease" or similar sign, which sign shall not be removed, obliterated, or hidden by Tenant provided that any such action by Landlord shall cause as little inconvenience as reasonably practicable. During or after any time Tenant abandons, vacates or ceases to actively operate its business in the Premises or is otherwise in default hereunder, Landlord may enter the Premises, without such entry being deemed a taking of possession, in order to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy, to secure the Premises against vandalism or burglary, and to take reasonable measures to preserve the good image of the Park. Landlord shall have the right at any time to install or place upon, or affix to the roof and exterior walls of the Premises equipment, signs, displays, antennas, and any other objects or structures of any kind provided the same shall not materially affect the structural integrity of the building. The exercise of any right of access reserved in this Article or elsewhere in this Lease by Landlord or its agents shall not be deemed an eviction or disturbance of Tenant, and Tenant shall not be allowed any abatement of Rent or damages for any injury or inconvenience or loss of or interruption of business occasioned thereby to Tenant or to any other person.

ARTICLE XVII – QUIET ENJOYMENT

SECTION 17.01. Quiet Enjoyment.

Provided that Tenant has performed all of its obligations under this Lease, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the Premises during the Term free of molestation by Landlord, subject to the provisions of this Lease.

ARTICLE XVIII – MISCELLANEOUS

SECTION 18.01. Titles; Entire Agreement; Modifications.

The captions in this Lease are for reference and convenience only and are not part of this Lease. This Lease contains the entire agreement between Landlord and

Tenant. All prior communications and negotiations, whether written or oral, are superseded by this Agreement. Any agreement hereafter made shall be ineffective to change, modify, or discharge this Lease unless such agreement is in writing and signed by both parties, and duly delivered between them.

SECTION 18.02. No Representations; "As-Is" Basis.

The Premises is being taken by Tenant on an "as-is" basis, except as may be specifically provided otherwise in this Lease. By taking possession of the Premises, Tenant agrees: (a) that Landlord has satisfactorily completed all improvements to the Premises on Landlord's part to be performed; and (b) that as it relates to the condition of the Premises, and the fitness thereof generally and for Tenant's specific use, Tenant is relying on its own inspections, investigations and observations, and not on any representations alleged to have been made whether express or implied by Landlord or its agents. Upon Tenant's taking possession of the Premises any unexpired or unwaived contingency or cancellation provisions running to Tenant's benefit in this Lease shall thereby become void notwithstanding any time periods to the contrary in any such provision.

SECTION 18.03. Delays.

If either party hereto shall be delayed in the performance of obligations hereunder by reason of strikes, lockouts, labor troubles, unusually severe weather, or inability to procure materials, or shall at any time be so delayed by reason of failure of power, restrictive governmental laws or reasons of a similar nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from payment of Rent or any other payments required by this Lease. Landlord's reduction of heat, light, air conditioning, or any other services whatsoever to the Shopping Center because of any similar or dissimilar event constituting a cause of excusable delay hereunder shall not relieve Tenant from its obligations under this Lease.

SECTION 18.04. Governing Law; Venue; Service of Process.

This Lease shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, then, only to the extent permitted by law and by reason in light of such invalidity or unenforceability, the remainder of this Lease shall not be affected thereby and each remaining provision of the Lease shall be valid and enforceable. Landlord and Tenant hereby stipulate and agree that in any litigation arising out of this Lease, venue and jurisdiction over the subject matter and Landlord and Tenant shall be proper in the Franklin County, Ohio

Court of Common Pleas. Service of process upon Tenant in any such action may be effected by certified mail or personal service upon Tenant at the address contained in Section 1.01(A) or at the Premises.

SECTION 18.05. Notices.

No notice or other communication given under this Lease shall be effective unless the same is in writing and is delivered in person; mailed by registered or certified mail, return receipt requested, first class, postage prepaid; same-day couriered; or delivered via nationally recognized overnight courier, addressed: (a) if to Landlord, at the address set forth in Section 1.01(J), or to such other address as Landlord shall designate by giving notice thereof to Tenant; or (b) if to Tenant, at the address set forth in Section 1.01(J), or to the Premises, or to such other address as Tenant shall designate by giving notice thereof to Landlord. Any such notice or other communication request or demand shall, in the case of registered or certified mailing, be deemed to have been given on the third day after the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service, except in each case for notice of change of address or revocation of a prior notice, which shall only be effective upon receipt. Neither party shall refuse to accept delivery of notice. Proof of the posting of any notice and of the date of any acceptance or refusal of delivery or of the final attempt at the delivery thereof shall be deemed sufficient proof that such notice was given and delivered or refused as the case may be. Either party may change its address for purposes of notice by due notice given to the other party by the method herein provided.

SECTION 18.06. Waiver; Election of Remedies.

One or more waivers of any covenant or condition shall not be construed as a waiver of any subsequent breach. The consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. Whenever Tenant shall claim under any provision of this Lease requiring Landlord not to unreasonably withhold its consent or approval that Landlord has so unreasonably withheld its consent or approval, Tenant shall have no claim for damages by reason of such alleged withholding, and Tenant's sole remedy therefor shall be declaratory or injunctive relief, but in any event without the recovery of damages. The failure to insist upon a strict performance of any term, condition or covenant contained in this Lease shall not be deemed a waiver of any rights or remedies that a party may have and shall not be deemed a waiver of any subsequent breach of default in the terms, conditions or covenants herein contained. Any such failure shall not be construed as creating a custom of accepting other than strict performance or as modifying in any way the terms, covenants or conditions of this Lease. No breach of a

covenant or condition of this Lease shall be deemed to have been waived unless such waiver is in writing. No act or thing done shall be deemed an acceptance of surrender of the Premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. Except as otherwise specifically set forth herein, the rights and remedies under this Lease or under any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies a party has or may have elsewhere under this Lease or at law or equity. Nothing contained in this Lease shall be construed to confer upon any entity other than Landlord or Tenant any rights, benefits or causes of action, except to the extent specifically otherwise provided in this Lease and except to the extent provided for the benefit of any mortgagee, deed-of-trust beneficiary, ground lessor or trustee of Landlord.

SECTION 18.07. Legal Expenses.

In the event suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant or Landlord to be performed, and a breach shall be established by a court of competent jurisdiction, the non-prevailing party shall pay to the prevailing party all filing fees and court costs along with reasonable attorneys' fees and expenses incurred by the prevailing party in connection therewith.

SECTION 18.08. Organizational Information and Financial Disclosure.

Upon request, Tenant agrees to provide Landlord with evidence of Tenant's organization and proper authority to enter into this Lease, including, but not limited to (as applicable), articles of incorporation, bylaws, corporate resolutions, certificate of good standing, partnership articles, partnership certificate, partnership resolution, and any other documentation reasonably requested by Landlord. Tenant hereby authorizes and consents to Landlord's performing a credit check with and seeking other information as to Tenant from any credit reference, prior lessor, credit bureau or credit reporting agency, as may be needed from time to time to monitor Tenant's credit, to assist in collecting any monies past due, or to establish, verify or confirm Tenant's then current address.

Tenant shall promptly disclose to Landlord any material adverse change in the financial condition of Tenant occurring after the date hereof. Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of Tenant, and/or by a certified public accountant.

SECTION 18.09. Recording.

This Lease shall not be recorded. A Memorandum of Lease describing the Premises, Term and restating such other non-economic provisions of this Lease as the parties may mutually agree on, may be recorded by either party at the sole cost of the party seeking recordation.

SECTION 18.10. Relationship of the Parties.

The only relationship created by this Lease is that of Landlord and Tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. In the event any language is deleted from this Lease, said language shall be deemed to have never appeared and no other implication shall be drawn therefrom.