

## LEASE AGREEMENT

This lease (the "Lease") is made as of November 12, 2019 (the "Effective Date") by and between Brixmor Bethel Park, LLC, a Delaware limited liability company ("Landlord"), and Holmar Enterprises LLC, a Pennsylvania limited liability company ("Tenant").

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Landlord and Tenant agree as follows:

1. **Basic Lease Provisions.** Wherever used in this Lease, the following terms shall have the meanings indicated, and where appropriate, constitute definitions of the same:

**Shopping Center:** Bethel Park Shopping Center

- (a) Shopping Center Address: 5055 Library Road, Bethel Park, PA 15102 (Building Unit: # 113801)
- (b) Premises: Store #FS6 consisting of approximately 1500 square feet. The Premises and the Shopping Center are shown approximately on Exhibit "A" attached hereto.
- (c) Landlord's Notice Address: Brixmor Bethel Park, LLC, % Brixmor Property Group, 450 Lexington Avenue, Floor 13, New York, NY 10017, Attention: General Counsel; with a copy to Brixmor Bethel Park, LLC, % Brixmor Property Group, 8700 W. Bryn Mawr, Suite 1000S, Chicago, IL 60631, Attention: Vice President, Legal Services.
- (d) Tenant's Notice Address: Holmar Enterprises LLC, 142 Robinson Drive, Pittsburgh, PA 15236, [(910) 520-6987]; kev2229@hotmail.com, with a copy to Great Clips, Inc. ("Franchisor"), Attn: General Counsel 4400 W. 78<sup>th</sup> Street, Suite 700, Minneapolis, MN 55435 and with a copy to John H. Prorok, Esquire, 424 S. 27<sup>th</sup> Street, Suite 210, Pittsburgh, PA 15203;
- (e) Trade Name: Tenant shall operate under the trade name "Great Clips"; and not change it without Landlord's consent.
- (f) Guarantor(s): GREAT CLIPS, INC., a Minnesota corporation and Kevin Evancic, an individual. See Exhibit "C" for Guarantees.
- (g) Permitted Use: Tenant shall continuously use and occupy the Premises solely for the purpose of a unisex, family-oriented hair salon and on an incidental basis only, the sale of products directly related thereto. Tenant shall not use or permit the use of the Premises for any other use, business, or purpose. For purposes herein, "incidental" shall mean no more than fifteen percent (15%) of Tenant's business, on a Gross Sales basis and in the aggregate, is derived from the sale of incidental products.
- (h) Term: The Term shall commence on the date Landlord makes the Premises available to Tenant (the "Possession Date") and terminate on the last day of the month in which the 120th month anniversary of the Rent Commencement Date occurs (the "Expiration Date"). "Term" means the initial term of this Lease together with any extensions or renewals thereof.
  - (i) Rent Commencement Date: The earlier to occur of: (i) the 90th day from and including the Possession Date; or (ii) the date the Premises are opened for business.
  - (j) Option to Extend the Term: Provided Tenant shall have performed all of the terms, conditions, and covenants of this Lease in a timely manner, then Tenant shall have the option to extend the Term of this Lease for one (1) period of sixty (60) months (the "Option Term"), exercisable by delivering written notice to Landlord no later than one hundred eighty (180) days before the expiration of the Term; the time for delivery of such notice being of the essence. The Option Term shall be on the same terms provided in this Lease (except for obligations that have been performed or provisions that no longer are applicable). Tenant shall exercise Tenant's option, if at all, by serving written notice upon Landlord within the time specified above and otherwise in accordance with this Lease. If Tenant does not timely exercise Tenant's option within the time set forth above, then such option automatically shall expire.
- (k) Minimum Rent for the Term:  
**Minimum Rent:**

<b>From Month</b>	<b>To Month</b>	<b>Minimum Rent Per Square Foot</b>	<b>Minimum Monthly Rent</b>	<b>Minimum Rent Annually</b>
1	12	\$30.00	\$3,750.00	\$45,000.00
13	36	\$31.00	\$3,875.00	\$46,500.00
37	60	\$32.00	\$4,000.00	\$48,000.00
61	84	\$34.40	\$4,300.00	\$51,600.00
85	120	\$35.40	\$4,425.00	\$53,100.00

Option Term Minimum Rent:

<b>From Month</b>	<b>To Month</b>	<b>Option Term Minimum Rent Per Square Foot</b>	<b>Option Term Minimum Monthly Rent</b>	<b>Option Term Minimum Rent Annually</b>
1	60	\$38.94	\$4,867.50	\$58,410.00

(l) Percentage Rent: None.

(m) Additional Rent:

<b>Other Rent Type</b>	<b>Initial Per Square Foot</b>	<b>Initial Monthly Payment</b>
Operating Expenses	\$2.74	\$397.50
Snow & Ice Removal	\$0.44	\$55.00
Taxes	\$2.78	\$347.50
Insurance	\$0.28	\$35.00

(n) Security Deposit: None.

(o) Rent Deposit: Subject to collection, Landlord acknowledges receipt of a rent deposit of \$4,530.00. The Rent Deposit will be credited to the first full month's installment of Rent (as defined in Section 4).

(p) Tenant's Percentage: A fraction, the numerator of which is the square footage of the Premises and the denominator of which is the square footage of the constructed leasable area of the Shopping Center (whether leased, vacant, or occupied), excluding any separately maintained, assessed, billed, or insured buildings or parcels. All measurements of the Premises and other space in the Shopping Center shall be made from the outside of the exterior walls and from the center of interior walls.

(q) Tenant's Insurance: Minimum Liability Coverage: \$1,000,000.00 per occurrence; and \$3,000,000.00 in the aggregate. Minimum Property Coverage: Full Replacement.

(r) Broker: Tenant represents and warrants that, except for ECHO Retail, there are no claims for brokerage commissions or finders' fees in connection with this Lease. Landlord represents that except for ECHO Retail, who will be compensated pursuant to a separate commission agreement, Landlord did not use any broker or finder in connection with this Lease. Each party shall indemnify the other party against and hold it harmless from all liabilities arising from any such claim by any broker or finder asserting a claim on behalf of the indemnifying party.

2. Delivery and Premises Condition. Landlord leases to Tenant and Tenant rents from Landlord the Premises for the Term excepting and reserving to Landlord the roof, any space above the finished ceiling and below the finished floor of the Premises, the exterior walls, and the land upon which the Premises is located. Landlord's grant includes the non-exclusive license to use the Common Areas (as defined in Section 19). Tenant shall take possession of the Premises on the Possession Date. Except for Landlord's Work set forth on Exhibit "B" attached and incorporated hereto, Tenant accepts

the Premises in their "AS-IS"/"WHERE-AS" condition without any representation or warranty from Landlord as to the fitness thereof for Tenant's use and occupancy.

3. **Minimum Rent.** Tenant shall pay to Landlord the Minimum Rent, without prior demand or invoice and without any offset or deduction, on or before the first day of each month during the Term, in advance, at the address designated by Landlord. Tenant's obligation to pay Minimum Rent shall commence on the Rent Commencement Date. Starting with the first day of the month after Landlord has sent Tenant the set-up instructions to Tenant's e-mail address set forth in Section 1(d), Tenant shall make all Rent payments via the online payment portal. Landlord shall not charge a fee to Tenant for using the online payment portal. Minimum Rent shall be prorated for any partial month at the beginning or end of the Term.
4. **Additional Rent and Rent.** In addition to Minimum Rent, all other payments to be made by Tenant to Landlord shall be, and deemed to be, additional rent ("Additional Rent"), whether or not designated as such. Landlord shall have the same remedies for the failure to pay Additional Rent as Landlord has for a non-payment of Minimum Rent. Tenant's obligation to pay Additional Rent shall commence on the Rent Commencement Date and (unless otherwise stated in this Lease), Additional Rent shall be due and payable within thirty (30) days after written demand therefor. Additional Rent shall be prorated for any partial month at the beginning or end of the Term. "Rent" means Minimum Rent, Percentage Rent (if any), and Additional Rent, individually or in the aggregate. Tenant's covenant to pay Rent is an independent covenant of Tenant and the payment thereof shall not be subject to any withholding, offset, or deduction of any kind. Landlord may apply any Rent payment towards any debt or obligation of Tenant without regard to Tenant's instructions. No endorsement or statement made on any check or any communication accompanying such payment shall constitute an accord and satisfaction; and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other available remedy.
5. **Re-occurring Additional Rent Payments.** Commencing on the Rent Commencement Date, the following Additional Rent Payments shall be paid as follows:
  - (a) **Operating Expense Payment.** The Operating Expense Payment initially shall be the amount set forth in Section 1(m) and shall increase by five percent (5%) on each January 1<sup>st</sup> during the Term. Landlord may re-set Tenant's Operating Expense Payment every five (5) years during the Term to the amount then being quoted by Landlord to new tenants.
  - (b) **Snow & Ice Removal Payment.** Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Snow & Ice Removal Costs. "Tenant's Share of Snow & Ice Removal Costs" shall mean the costs and expenses of every kind and nature paid or incurred by Landlord to remove snow and ice from the Shopping Center (collectively, the "Snow & Ice Removal Costs") multiplied by Tenant's Percentage.
  - (c) **Insurance Payment.** Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Insurance Costs. "Tenant's Share of Insurance Costs" shall mean the costs and expenses of every kind and nature paid or incurred by Landlord to procure and maintain insurance for the Shopping Center (collectively, the "Insurance Costs") multiplied by Tenant's Percentage.
  - (d) **Real Estate Taxes.** "Taxes" (also known as "Real Estate Taxes") shall mean all real estate taxes, fees, betterments and assessments (including special assessments), payments in lieu of taxes and assessments, and both ad valorem and non-ad valorem taxes, however the same may be designated, levied, assessed, or imposed at any time by any governmental authority upon or against the Premises, land, and/or buildings of the Shopping Center; and any fees, assessments, or charges imposed by governmental authorities. Any tax upon the land and/or buildings or other tax levied or imposed by any taxing authority in lieu of the present method of real estate taxation shall be deemed to be Taxes. Tenant shall pay to Landlord, in equal monthly installments on the first day of each calendar month during the Term, Tenant's Share of Taxes. "Tenant's Share of Taxes" means Taxes multiplied by Tenant's Percentage. In addition, Tenant shall pay the full amount or allocable amount of any other tax or assessment chargeable directly or indirectly to, or calculated by reference to, the Premises or Tenant's use of the Premises. If the taxing authority changes the prevailing method of taxation, such new method still shall constitute "Taxes" for purposes hereof. Landlord may contest any and all Taxes, including prosecuting any applicable tax certiorari proceeding; and Taxes shall include the costs of such contest, including all legal fees, tax consultants, appraisal fees, mediation fees, and court costs.
6. **Reconciliation Statements.** The Operating Expense Payment is an agreed-upon contribution towards the Shopping Center's operating expenses and, except for the Snow & Ice Removal Costs, Insurance Costs, and Taxes, there will be no reconciliation of the Shopping Center's actual operating expenses. Within a reasonable time after the end of each fiscal year, Landlord shall furnish to Tenant a statement or statements showing: (i) the total amount of Snow & Ice Removal Costs, Insurance Costs, and Taxes paid or incurred by Landlord during such period; (ii) Tenant's Share of such cost (i.e., Tenant's Percentage multiplied by said costs); and (iii) the credit or balance due. Tenant shall pay any balance due to Landlord within thirty (30) days after delivery of such statement; and Landlord shall credit any overpayment to Tenant's account against the next installment(s) of Tenant's Share of such cost. At the end of each fiscal year, Landlord may adjust Tenant's monthly payment to equal one-twelfth of Tenant's Share of Snow & Ice Removal Costs, Insurance Costs, and

Taxes as estimated by Landlord for the forthcoming year. Landlord reserves the right to designate/change its fiscal year. Until the issuance of the reconciliation statement referenced herein, Tenant shall pay the initial amounts set forth in Section 1(m) on account of Tenant's Share of Snow & Ice Removal Costs, Insurance Costs, and Taxes. Near or at the end of the Term, Landlord will render a final (or estimated final) statement to Tenant for all Rent accruing through the Expiration Date ("Final Reconciliation Statement"). Tenant shall pay any balance due on the Final Reconciliation Statement by the fifteenth (15th) day from receipt thereof; and Landlord shall refund any balance owed within thirty (30) days after sending the Final Reconciliation Statement.

7. Taxes on Rentals, Personal Property Taxes, and Taxes on Leasehold. If the Shopping Center is located in a jurisdiction that presently or in the future imposes a sales tax or other tax on Rent, Tenant shall pay the tax assessed by such taxing authority, simultaneously with each payment of Rent, when due to Landlord. Tenant shall be responsible for, and shall pay before delinquency, all taxes assessed against any leasehold interest or improvements, alterations, fixtures, and/or personal property of any kind owned by or placed in, upon or about the Premises by Tenant, whether such taxes are assessed against Landlord or Tenant.
8. Late Fee, Interest, and Returned Check Fee. If Tenant does not make any Rent payment by the fifth day from and including its due date (a "late payment"), then a late fee of \$0.05 for each dollar overdue shall become immediately due to Landlord (the "Late Fee"). In addition, all late payments shall bear interest at a rate of ten percent (10%) per annum. If any check from Tenant is not honored by Tenant's bank, then Tenant shall pay an administrative charge of One Hundred fifty and 00/100 Dollars (\$150.00) per dishonored check. The parties stipulate that the Late Fee, interest payment, and check-dishonored fee constitute a fair and reasonable estimate of the damages incurred by Landlord, which actual damages are impractical to ascertain.
9. Security Deposit. – Intentionally Deleted
10. Tenant's Covenant to Open and Operate.
  - (a) Tenant shall open for business under the Trade Name within sixty (60) days of the Rent Commencement Date. Thereafter and except for Permitted Closures, Tenant shall be open and continuously operate in the Premises, fully fixtured, stocked, and staffed, at least during the hours of 9:00 a.m. to 9:00 p.m. Monday through Friday, a minimum of nine (9) hours on Saturday set by Tenant, and a minimum of five (5) hours on Sunday set by Tenant. "Permitted Closures" shall mean: temporary closures due to fire, casualty, condemnation, or like force majeure event; for repairs, remodeling, and/or alterations (not to exceed sixty (60) days in any three (3) year period); for Federal holidays and any additional holidays followed by Franchisor; and for taking inventory or staff training (not to exceed five (5) days per year). Tenant's operating hours may be changed as deemed necessary by Tenant; provided, however that any change in Tenant's operating hours shall not (i) cause Tenant to be open for fewer than 40 hours per week, or (ii) operate beyond the Shopping Center's hours of operation.
  - (b) Tenant's opening and operating covenant is a material consideration to Landlord in entering into this Lease. If Tenant fails to open the Premises for business as required herein, then, in addition to Landlord's rights and remedies under Section 28, the Minimum Rent set forth in Section 1(k) shall increase by two hundred percent (200%) for the period commencing on the sixty-first (61<sup>st</sup>) day following the Rent Commencement Date and ending on the day Tenant's opens for business to the public. Tenant stipulates that such increase is a fair and reasonable estimate of Landlord's damages given the impact on the Shopping Center, which damages are difficult to measure.
  - (c) Tenant shall comply with all laws, statutes, ordinances, codes, orders, rules, regulations, and requirements, including obtaining and maintaining all licenses, permits, and approvals necessary for the operation of Tenant's business at the Premises. Tenant shall not engage in any conduct that would violate the exclusive rights of any other tenants in the Shopping Center or any other restriction or restrictive covenant affecting the Shopping Center. Landlord's consent to Tenant's Permitted Use shall not constitute a representation or warranty by Landlord that such use is lawful or permissible in the zoning district in which the Shopping Center is located.
11. Competing Operations. In the event that during the Lease Term either Tenant, or Tenant's management, or any person or entity controlled by Tenant, or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, directly or indirectly, owns, operates, is employed in, directs or serves any other place of business, which is (i) the same, or similar to, or competitive with, Tenant's business as set forth herein, (ii) within a radius of three-fourths (3/4) of a mile from the outside boundary of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage and (iii) not open and operating as of the date of the Lease, such shall be a default under the Lease.
12. Gross Sales Reports.

(a) Upon request from Landlord, but not more than one (1) time per calendar year, unless required in connection with a financing, refinancing, mortgaging or sale of the Shopping Center. Tenant shall deliver to Landlord a report of Tenant's Gross Sales for the preceding Lease Year certified to be true and accurate by either, at Tenant's option, a certified public accountant or a financial officer of Tenant.

(b) Tenant either shall upload Tenant's Gross Sales Reports through the Tenant Online Portal or send by U.S. mail (or nationally recognized delivery service) to: Sales Audit Department, Brixmor Property Group, One Fayette Street, Suite 150, Conshohocken, PA 19428. Tenant shall include the BU Number referenced in Section 1(a) in all submissions by mail. Said reports shall be in a form and substance reasonably acceptable to Landlord.

(c) The term "Gross Sales" means the sum of all sales of goods, services, and all other income and receipts whatsoever of all business conducted in or attributed by Tenant as from the Premises (whether made for cash, on credit, or otherwise).

(d) Intentionally Deleted.

(e) The provisions of this Section shall survive the expiration or sooner termination of this Lease for a period of one (1) year.

(f) Except documents that are or will be a matter of public record or information, Landlord shall maintain the confidentiality of and shall not disclose to any third party (except to an accountant, attorney, lender or prospective lender, and purchaser or prospective purchaser and their respective advisors upon the condition that the recipient of the information also covenants to maintain such information as confidential), all financial information, including, but not limited to reports, and/or things relating to Gross Sales provided by Tenant to Landlord.

13. Utilities. Tenant shall apply for and pay for all utilities used at the Premises together with all connection fees, tap fees, taxes and/or other charges levied thereon. If any utility is measured by a master meter, then Tenant shall pay Landlord for Tenant's utility consumption within twenty (20) days of receipt of Landlord's invoice. Tenant shall submit to Landlord such data with respect to Tenant's consumption of electricity, gas and water in the Premises, Tenant's generation of waste at the Premises, and diversion of waste from landfill within fifteen (15) days after the end of each calendar quarter during the Term. Landlord may designate the electrical service provider for the Shopping Center; and Tenant shall contract for electrical service for the Premises either with the Landlord or, at Landlord's option, directly with Landlord's designated service provider. In addition, Landlord may, subject to applicable law, install systems and equipment in the Shopping Center that will generate alternative or renewable energy and/or recycled water and/or obtain the same from third party vendors for consumption in the Shopping Center, including the Premises. Landlord may install equipment (including sub-meters) and other appurtenances in and around the Shopping Center and the Premises to cause alternative/ renewable energy and/or recycled water to be furnished to the Shopping Center. If Landlord designates or changes a service provider, Tenant shall cooperate with Landlord or Landlord's service provider, including, providing access (at reasonable times and upon reasonable notice) to the electric lines, feeders, risers, wiring, and related equipment within the Premises. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission, and/or distribution services. In such event, Tenant shall purchase and pay for the same either directly to the supplier or, at Landlord's option, as Additional Rent. Landlord may charge Tenant for the cost of electric service to the Premises as a single charge or divided into and billed in a variety of categories such as distribution charges, transmission charges, generation charges, public good charges, or other similar categories. Landlord may aggregate the electrical service for the Premises and other premises within the Shopping Center, purchase electricity for the Shopping Center, including the Premises, through a broker and/or buyers group, and change the providers and manner of purchasing electricity from time to time. Landlord may discontinue supplying such utility service(s) upon prior notice to Tenant sufficient for Tenant to obtain replacement service. Landlord shall be entitled to receive a utility management fee (if permitted by law) for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for the generation of electricity to the Shopping Center. In addition, if Landlord bills Tenant directly for the cost of electrical service to the Premises, the cost of electrical service may include (if permitted by law) a ten percent (10%) administrative fee to reimburse Landlord for the cost of reading meters, preparing invoices, and related costs. If not installed, but separate metering is available for any utility, Landlord may install such separate meter at Tenant's expense, which expense, shall be amortized over 12 months and paid as Additional Rent. Landlord shall not be liable for any loss, damage, or expense that Tenant may sustain or incur because of any interruption, failure, interference, change, or defect in the supply or character of utilities furnished to the Premises.

14. Trash Removal. Tenant shall pay for the cost of trash collection and disposal from the Premises and related recycling services. Tenant shall use the trash hauling service designated by Landlord for the Shopping Center.

15. Tenant's Work.

- (a) Tenant shall complete all work to prepare the Premises for Tenant's use and occupancy, at Tenant's sole cost, in accordance with the plans and specifications approved by Landlord ("Tenant's Work"). Tenant shall equip the Premises with all furniture, fixtures, and equipment necessary for the operation of Tenant's business. Within twenty (20) days from and including the Effective Date, Tenant shall submit to Landlord for approval, complete construction plans and specifications, prepared by licensed architects and engineers previously approved in writing by Landlord, describing Tenant's Work in CAD or PDF file format. Tenant shall not commence any construction in the Premises until Landlord has approved Tenant's plans. Within five (5) business days from and including the date Landlord approves Tenant's plans, Tenant shall apply for all permits, approvals, and licenses necessary for Tenant to perform Tenant's Work and operate Tenant's Permitted Use in the Premises (the "Permits"). Tenant thereafter shall pursue approval of the Permits with all continuity, diligence, and dispatch. Tenant shall provide Landlord with copies of all permit applications and other government filings contemporaneous with submitting the same to the applicable governmental authority. If despite Tenant's reasonable efforts, the applicable authority denies any of the Permits within ninety (90) days of the Possession Date, then Tenant shall give notice thereof to Landlord (together with a copy of such denial) and either party may terminate this Lease upon written notice to the other, which termination shall be effective retroactive to the date such Permit was denied. In such event, Landlord shall promptly refund the Rent Deposit to Tenant. Notwithstanding the foregoing, Landlord reserves the right, upon notice to Tenant, to appeal such denial on Tenant's behalf for up to forty-five (45) days following the date Tenant notifies Landlord that the applicable authority has denied its Permits. If Tenant has terminated this Lease, but Landlord has elected to pursue such appeal, then Tenant's termination shall be held in abeyance until the earlier of (i) forty-five (45) days; or final determination of Landlord's appeal. If Landlord's appeal is denied, then Tenant's termination shall become effective. Upon receipt of Tenant's permits, Tenant shall retain a contractor, commence and complete Tenant's Work, obtain a certificate of occupancy, and open for business.
- [FOR CONSTRUCTION ALLOWANCE, See, Rider §47.]
- (b) The following shall apply whenever Tenant is performing work in/at the Premises, including Tenant's Work: Tenant shall not perform any other work in or outside the Premises during the Term without Landlord's consent. All work shall be performed in a first-class workmanlike manner and in compliance with applicable laws, building codes, and safety standards/regulations. Tenant shall pursue completion of such work with all continuity, diligence, and dispatch. Landlord shall have the right to enter the Premises at reasonable times to inspect the Tenant's work. Landlord's approval of any plans and consent to perform the work described therein shall not constitute an agreement that such plans or work conform to applicable legal requirements. Tenant shall not install any equipment that will exceed the capacity of any utility. Tenant may retain only licensed and insured contractors approved by Landlord who shall comply with Landlord's Contractor's Rules and Regulations. Within thirty (30) days of completing Tenant's Work, Tenant shall send Landlord a (1) copy of Tenant's certificate of occupancy and (2) set of as-built drawings of the Premises in CAD file format. Tenant promptly shall procure the cancellation or discharge of all notices of violation arising from Tenant's work. Tenant promptly shall pay all contractors and materialmen for Tenant's work; and procure, at Tenant's expense, the satisfaction or discharge of record of all liens and encumbrances within fifteen (15) days after notice of the filing thereof. Landlord may, at its option, bond, or pay-off the lien or claim amount without inquiring into the validity thereof; and Tenant shall reimburse Landlord for Landlord's expenses incurred to discharge said lien (including reasonable attorney's fees) and an administrative charge of twenty percent (20%). Landlord may post at the Premises notices of non-responsibility, or such other notices that under applicable law will preclude the filing of a mechanic's lien. Tenant will indemnify Landlord and save Landlord harmless from and against all claims, actions, suits at law or equity, judgments, expenses, damages, costs, liabilities, fines, and debts in connection, arising from or in any way related to: any injury, loss, or damage arising from any of Tenant's work, including any labor strife (including legal fees and/or private security expenses) and any mechanic's and other liens and encumbrances filed in connection with Tenant's work (including Landlord's legal fees), provided, however, Tenant shall not be responsible for any latent defects in the foundation, roof and structural portions of the outer walls of the Premises and Tenant shall not be responsible for liable or responsible for damages to the foundation, roof and structural portions of the outer walls of the Premises, which are Landlord's responsibility to repair as set forth in Paragraph 17 below.
16. Signage. Before opening, Tenant shall purchase an identification sign and install it above the Premises entrance. Prior to installing any sign, Tenant shall submit a proposed signage rendering (in a form suitable for applying for any required permits and approvals) showing, at a minimum, the placement of such signage on a picture of the actual storefront with the proposed dimensions thereof and the proposed method of installation ("Sign Package") for Landlord's review and approval. All signs, awnings, and canopies shall comply with all applicable laws and codes (without the need for a variance); and the Landlord's sign criteria. Except for Tenant's storefront sign, Tenant shall not install or maintain any other sign, awning, or canopy in or outside the Premises or in the Shopping Center. Promptly following delivery of the Premises to Tenant but in any event prior to Tenant installing its exterior sign on the fascia of the building containing the Premises, Tenant shall notify Landlord of any pre-existing damage to the fascia or outer walls of the Premises, which Landlord shall inspect and repair as part of Landlord's repairs pursuant to Paragraph 17. Tenant shall have no liability or responsibility for repairing any pre-existing damage to the outside of the Building containing the Premises or exterior fascia portions of the Premises.

17. Repairs. Landlord shall keep the foundations, roof, and structural portions of the outer walls of the Premises in good repair. Except as set forth above, Landlord shall not be required to make any other repairs of any kind upon the Premises. Tenant shall, at its own cost and expense, make all other repairs and replacements to the Premises including the fixtures, equipment (including the heating, ventilation and air conditioning equipment and system ("HVAC")), and utility lines (e.g., electrical, gas, plumbing, and sewage facilities/lines) exclusively serving the same up to the point of connection to the main line(s). In addition, Tenant shall keep the Premises in a clean, sanitary, and attractive condition. Tenant shall keep in effect an HVAC maintenance agreement, with a contractor approved by Landlord, which agreement shall require, at a minimum, quarterly visits during the Term followed by a written HVAC condition report with a copy sent to Landlord. If after notice, Tenant fails to make any repair or replacement as required by this Lease, Landlord may, in addition to any other rights it may have under this Lease, make such repairs or replacement on Tenant's behalf at Tenant's cost. In such event, Tenant shall reimburse Landlord for Landlord's actual out of pocket costs within thirty (30) days after demand therefor plus a twenty percent (20%) administrative fee.
18. Access. Landlord may enter the Premises at reasonable times and upon reasonable notice to make repairs, perform regular maintenance, make inspections, and show the same to prospective tenants, purchasers, and other parties. If the Premises contain means of access to the roof, basement, or electrical/riser room, Landlord may enter the Premises at reasonable times and upon reasonable notice to gain access thereto. In the case of an emergency, Landlord may enter the Premises without notice to Tenant and without Tenant being present.
19. Common Areas.
  - (a) Landlord shall maintain the Common Areas in a state of good order, condition, and repair consistent with similar unenclosed shopping centers in the trade-area. "Common Areas" mean all areas of the Shopping Center made available by Landlord for the common use of Landlord, tenants, and any other persons having rights thereto (by easement or grant) and their respective customers and invitees, including the improvements, equipment, and facilities located thereon or used in connection with the operation thereof. All Common Areas shall be subject to the exclusive control and management of Landlord. Landlord may change the Common Areas, add to the Common Areas, and/or subtract from the Common Areas, including changing, reconfiguring, or relocating the various entrances, curb cuts, access/services roads, and/or parking areas. Landlord may dedicate portions of the Common Areas for commercial uses and tenant/customer amenities, including permitting the temporary use of portions thereof and the installation of signs, storage units, cart corals, ATMs, cell towers, billboards, electric vehicle charging stations, and similar hardware/equipment. Tenant shall not solicit any business nor distribute any advertising matter in the parking lot or other Common Areas.
  - (b) Notwithstanding anything in this Lease to the contrary, the area identified as "New Parking Area" on Exhibit "A" is for the exclusive use of the tenant currently operating under the trade name "Giant Eagle", and Tenant is hereby prohibited from using the New Parking Area.
20. Compliance With Laws. This Lease and the rights and obligations of the parties hereunder shall be governed by the laws of the state in which the Shopping Center is located (the "State"). From and after the Possession Date, Tenant, at its own cost and expense, shall comply with all laws, orders and regulations now or hereafter in effect, including the Americans with Disabilities Act. Tenant represents that neither Tenant, nor the principals, officers, partners, and/or members of Tenant: (i) are identified on any U.S. Government or other government list of prohibited or restricted parties, including, the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of the Treasury, or (ii) are owned or controlled by or acting on behalf of a party on any such list.
21. Environmental Compliance. Landlord and Tenant each shall comply with all applicable federal, state, and local laws, rules, orders, regulations, statutes, ordinances, codes, use permits, judgment, or decrees relating to or imposing liability or standards of conduct concerning environmental conditions and/or hazardous materials ("Environmental Laws"). "Hazardous Materials" mean (i) any hazardous, toxic or dangerous waste, substance or material defined under any Environmental Law as now or at any time hereafter in effect; (ii) any other waste, substance or material that exhibits any of the characteristics enumerated in 40 C.F.R. §§ 261.20 through 261.24, inclusive, and those extremely hazardous substances listed under Section 902 of SARA that are present in threshold planning or reportable quantities as defined under SARA and toxic or hazardous chemical substances that are present in quantities that exceed exposure standards as those terms are defined under Section 6 and 8 of OSHA and 29 C.F.R. Part 1910; (iii) any asbestos or asbestos containing substances whether or not the same are defined as hazardous, toxic, dangerous waste, a dangerous substance or dangerous material in any Environmental Law; (iv) "Red Label" flammable materials; (v) petroleum based products (vi) all laboratory waste and by-products; and (vii) all bio-hazardous materials. Tenant shall not generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Materials in or around the Shopping Center. Tenant immediately shall notify Landlord of any environmental concerns, liabilities, or conditions of which Tenant is, or becomes, aware, including any release or suspected release of any Hazardous Materials from the Premises. Tenant shall file no

documents or take any other action under this Section without Landlord's prior written approval. Landlord may file such documents or take such action instead of or on behalf of Tenant (but at Tenant's sole cost and expense), and Tenant shall cooperate with Landlord in so doing. Tenant shall (i) provide Landlord with copies of any documents filed by Tenant pursuant to any Environmental Law; (ii) permit Landlord to be present at any inspections and/or meetings with government environmental officials; and (iii) provide Landlord with an inventory of materials and substances dealt with by Tenant at the Premises, as well as such additional information for government filings or determinations as to whether there has been compliance with an Environmental Law. Landlord shall have the right to enter the Premises at reasonable times and upon reasonable notice to inspect the Premises or to conduct tests to discover the facts of any suspected or potential environmental condition or violation. Tenant shall defend, indemnify and hold Landlord harmless against any claims, actions, fines, penalties, liability, loss, damages, cost or expense, including consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the presence of Hazardous Materials at, under or about the Premises (except for Hazardous Materials present at the Premises on the Possession Date or introduced by Landlord, its agents, employees or contractors), or (ii) any failure by Tenant to comply with the terms hereof or with any Environmental Law, now or hereafter in effect. Landlord shall defend, indemnify and hold Tenant harmless against any claims, actions, fines, penalties, liability, loss, damages, cost or expense, including consultants' and attorneys' fees and costs (whether or not legal action has been instituted), incurred by reason of (i) the presence of Hazardous Materials at, under or about the Premises that existed prior to or on the Possession Date or introduced by Landlord, or (ii) any act or omission of Landlord, its agents, contractors or employees. The obligations of Landlord and Tenant contained in this Section shall survive the expiration or earlier termination of this Lease, including any post-Term monitoring and remediation.

22. Assignment and Subletting.

(a) Tenant may, without Landlord's consent, assign this Lease to Tenant's parent entity or to the surviving entity in connection with a merger, provided: (i) Tenant is not in default (beyond an applicable notice and cure period) of this Lease; (ii) such assignee or surviving entity shall have a Tangible Net Worth (as defined in paragraph "(g)") equal to or greater than the Tangible Net Worth of Tenant as of the Effective Date; (iii) Landlord receives an executed copy of such assignment within fifteen (15) days following its effective date; (iv) the assignee shall assume all of Tenant's covenants and obligations of this Lease; (v) such assignment shall not relieve Tenant of or from its obligations under this Lease; and (vi) the Guarantor, if any, shall reaffirm the Guarantor's continuing obligations under any Guaranty then in force.

(b) Any other assignment or sublease only may be made with Landlord's written consent, which consent may be withheld in Landlord's sole judgment and discretion. In the event that Tenant seeks to assign this Lease or sublet the Premises, then Landlord shall have a period of sixty (60) days following Tenant's request to: (i) grant such consent; (ii) deny such request; or (iii) recapture the Premises. If Landlord elects to recapture the Premises, then this Lease will terminate on the effective date of the proposed assignment or sublease as if said date had originally been set forth as the Expiration Date. Landlord's failure to respond to Tenant's request within the time-specified herein shall constitute Landlord's denial of Tenant's request.

(c) Tenant's request to assign or sublet shall be in writing, sent in the manner required by Section 31, and include the following: (i) the full particulars of the proposed transaction, including its nature, effective date, terms, and conditions together with copies of any term sheets, letters of intent, and/or purchase and sale agreements relating to the proposed transfer of this Lease and business; (ii) a description of the identity, Tangible Net Worth, and previous business experience of the proposed assignee/subtenant, including complete audited financial statements prepared by a reputable accountant; (iii) a copy of the proposed assignee's / subtenant's federal income tax return for the past three years; and (iv) a non-refundable deposit of \$1,500.00 payable to Landlord on account of the Transaction Fee required below. Landlord reserves the right to request such further information and documentation as Landlord may deem relevant to its review of Tenant's request. As referenced above, Tenant shall pay Landlord a transaction fee equal \$1,500.00 (the "Transaction Fee").

(d) Any assignment shall be on Landlord's form. If Tenant requires the use of any other form, Tenant shall reimburse Landlord for Landlord's out-of-pocket expenses incurred in connection therewith, including reasonable attorney's fees; and may collect, in advance, a \$1,000.00 retainer to be applied towards Landlord's legal fees and costs.

(e) Each assignee or transferee shall assume all of the terms, conditions, and covenants of this Lease to be performed by Tenant hereunder; and any assignment shall contain such assumption. Tenant shall at all times remain jointly and severally liable with such assignee for the full and timely performance of all of the terms, covenants, and conditions contained in this Lease. In any right of action that may accrue to Landlord, Landlord may proceed against Tenant without having commenced any action or obtained a judgment against any subsequent assignee or transferee. Tenant shall not be released by, or as a result of, any subsequent assignment or transfer of this Lease. No amendment, modification, extension, or renewal of this Lease shall release Tenant from its obligations under this Lease.

(f) In the case of a sublease, in addition to other terms and conditions as set forth herein, Tenant and Tenant's subtenant shall agree that: the sublease and subtenant's interest and rights are subject and subordinate to this Lease; in

the event of any conflict between this Lease and the sublease, this Lease shall control; Tenant shall remain primarily liable for all of Tenant's obligations under this Lease; and Landlord's consent shall not create any contractual relationship or other state of privity between Landlord and the subtenant. For the convenience of the parties, the subtenant may pay the Rent and perform Tenant's other obligations under this Lease on Tenant's behalf; and Landlord may accept such payment and performance without prejudice to Landlord's rights hereunder. Tenant shall receive from its subtenant the current market rent for the subleased premises and if the rent payable under the sublease exceeds the Rent under this Lease, then Tenant shall pay to Landlord such excess amount upon receipt of payment by Tenant. For the purposes hereof, the term "rent" shall mean all minimum rent, additional rent, and other payments and/or consideration payable by the subtenant to Tenant however defined or paid (e.g., in installments or in a lump sum payment).

(g) As used herein, "assignment" means an assignment, transfer, or other conveyance of this Lease, Tenant's interest in this Lease, and/or a controlling interest in Tenant except that the public offering of stock in Tenant through a nationally recognized stock exchange shall not constitute an assignment of this Lease requiring Landlord's consent. Tenant may not mortgage, encumber, collaterally assign, or otherwise transfer this Lease as security or collateral; and such transactions shall not be deemed "assignments" governed by this Section. "Tangible Net Worth" means the excess of total assets over total liabilities, in each case as determined in accordance with generally accepted accounting principles consistently applied ("GAAP"). Any subsequent assignment or sublease shall be subject to the terms of this Section. Any transfer made in violation of this Section shall be void and confer no rights upon any purported transferee, assignee, mortgagee, or occupant. Landlord's acceptance of Rent from any person other than Tenant shall not be construed as Landlord's consent to any such purported transfer nor estop Landlord from pursuing Landlord's rights and remedies under this Lease.

(h) Notwithstanding anything to the contrary contained in this subsection (h) of Section 22 or elsewhere in this Lease, Landlord agrees that its consent to a proposed assignment of the Lease or sublease of all or substantially all of the Premises shall be deemed granted to any assignment of this Lease or sublease to:

- (i) any corporation or entity which is (A) a wholly owned subsidiary of Tenant so long as such entity shall remain a wholly-owned subsidiary, (B) the parent wholly owning Tenant ("Parent"); or, (C) an affiliate of Tenant;
- (ii) a purchaser of or trust or entity formed by the principal(s) of Tenant for the purposes of estate planning that acquires all or substantially all of the assets of Tenant (and Tenant's parent company, if any);
- (iii) the new or surviving corporation or entity in the event of the merger or consolidation of Tenant (and Parent, if any);
- (iv) (A) Franchisor, (B) an affiliate of Franchisor, (C) any entity succeeding to all or substantially all of Franchisor's assets or stock in connection with any merger or consolidation or sale of the business; or (D) an approved and fully qualified franchisee of Franchisor (an "Approved Franchisee").

The foregoing is further conditioned on the satisfaction of all of the following conditions:

- (i) The Premises shall be used by the assignee or sublessee solely for the Permitted Use pursuant to this Lease;
  - (ii) Tenant is not in default under this Lease after notice and expiration of any applicable cure period;
  - (iii) Landlord must be furnished with an executed counterpart of the assignment at least ten (10) days following its effective date which shall provide for the assignment of Tenant's entire interest in this Lease, together with any prepaid rent and security deposit hereunder, and the acceptance by the assignee of said assignment and its assumption of the Lease and agreement to perform directly for the benefit of Landlord all of the terms and provisions of this Lease on Tenant's part to be performed;
  - (iv) The proposed assignee has a credit score of at least seven hundred (700) and liquid assets in the amount of \$500,000.00; and has at least two (2) years of similar business experience.
- (i) Any such assignment pursuant to this subsection (h) of Section 22 shall not terminate any right of Tenant or its assignee to exercise an Option Term pursuant to this Lease. Tenant shall not be required to pay the Assignment Administrative Fee for any such assignment pursuant to this Section 21. Tenant shall provide Landlord with the relevant information to prepare an assignment of this Lease to Franchisor or an Approved Franchisee.
- (j) In the event of an assignment to Franchisor, Franchisor may subsequently assign this Lease, without the consent of Landlord, but upon notice thereto, to an Approved Franchisee. Franchisor shall be released from all of the obligations under this Lease to an Approved Franchisee. Franchisor shall provide Landlord with the relevant information to prepare an assignment of this Lease to an Approved Franchisee. Franchisor shall not be required to pay the Assignment Administrative Fee for any assignment by Franchisor to an Approved Franchisee.

- (k) Landlord grants to Franchisor the right, for a period of thirty (30) days, after receipt by Landlord of written notice of the termination, expiration or proposed transfer of Tenant's franchise agreement, to assume the rights and obligations of Tenant under the Lease on the same terms and conditions, including any options to extend. Tenant hereby consents to such assumption and agrees that Landlord shall be entitled to rely on any such notice from Franchisor and shall have no liability to Tenant related thereto. As a condition to exercising this right, Franchisor shall first cure any and all underlying defaults.
23. Tenant's Insurance. To the full extent permitted by law, Tenant shall indemnify and defend Landlord and save it harmless from and against any suits, actions, damages, claims, judgments, costs, liabilities, and expenses in connection with loss of life, bodily injury, property damage or any other loss or damage arising from, or out of, any occurrence in, upon, at, or from the Premises, or Tenant's use and occupancy of the Premises, or occasioned wholly, or in part, by any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees or concessionaires, including use of the Common Areas. Tenant's indemnification obligations shall not be limited by the provisions of any workers' compensation act, similar statute, or by any action of Tenant's insurance carrier, and shall survive the expiration or earlier termination of this Lease. Tenant shall maintain, at Tenant's sole cost and expense and to the full extent permitted by law: "Special Form" insurance coverage (or its then equivalent successor) that shall include fire and extended coverage insurance covering 100% of the cost of replacement of all furniture, fixtures, non-structural components of the walls and storefronts, equipment, inventory, and improvements in or serving the Premises in the event of a loss; commercial general liability insurance with a deductible of no more than \$10,000, including contractual liability coverage, covering bodily injury and property damage liability and, unless insured under a business automobile policy, automobile ownership, non-ownership and hired car liability, in the broadest and most comprehensive forms generally available with "General Aggregate Amount and Per Occurrence Limits" of liability as set forth in Section 1(q); and workers compensation and other statutory disability insurance in such statutory amounts as required by the State. Tenant's general liability insurance shall be written on an occurrence basis. Tenant's property coverage shall include earthquake and flood coverage if the Shopping Center is located in a jurisdiction where Landlord's insurance includes such flood and/or earthquake coverages. Tenant shall insure: (i) all outside plate glass in the Premises and (ii) all boilers and HVAC equipment serving the Premises in the amount of \$150,000.00. Landlord makes no representation to Tenant that the minimum amount of insurance required to be carried by Tenant under this Lease is adequate to protect Tenant's interest. All companies providing Tenant's insurance shall have a minimum A.M. Best rating of A- X and be authorized to transact business in the State. Tenant's insurance shall name Landlord (and as Landlord directs, its ground lessors, lenders, affiliates, and managers) as additional insured(s) under Tenant's general liability insurance policy providing the above-coverage. On or before the Possession Date and thereafter within ten (10) days of the annual renewal date thereof, Tenant shall provide Landlord with certificates of insurance evidencing Tenant's insurance. Tenant also shall provide Landlord with copies of such policies upon Landlord's request.
24. Waiver of Subrogation and Risk of Loss. Landlord and Tenant hereby release each other and anyone claiming through or under the other by way of subrogation from any and all liability for any bodily injury or loss of or damage to property, whether or not caused by the negligence or fault of the other party. In addition, Landlord and Tenant shall cause each insurance policy carried by them to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy. Tenant shall store its property at Tenant's own risk and releases Landlord, to the full extent permitted by law, from all property damage claims. Landlord shall not be responsible or liable to Tenant for any loss or damage to either the person or property of Tenant arising from any cause.
25. Damage and Destruction. If the Premises is damaged by any casualty, then Landlord shall elect either to repair/restore the Premises to substantially the same condition as the Premises were in on the Possession Date or terminate this Lease by notice of termination given within one hundred eighty (180) days after such event. If Landlord elects to repair/restore, then Tenant promptly shall complete all work necessary for Tenant to re-open and operate Tenant's Permitted Use in the Premises.
26. Eminent Domain. If the Premises shall be taken by eminent domain, then this Lease shall terminate as of the date of title vests in the taking authority. If only a portion of the Premises is taken, then Landlord shall elect either to terminate this Lease (effective as of the date of title vests in the taking authority) or restore the Premises to substantially the same condition as the Premises were in on the Possession Date less the portion taken. Landlord shall receive the full amount of any award made in connection with any taking. Tenant shall cooperate with Landlord in executing such waivers/releases as may be necessary for Landlord to recover the award.
27. Relocation.

- (a) After the second Lease Year, Landlord may, upon written notice to Tenant, substitute for the Premises other comparable premises within the area of the Shopping Center as shown on Exhibit A attached hereto ("Relocation Area") on substantially the same terms and conditions as those contained in this Lease for the balance of the remaining Lease Term. Landlord shall provide Tenant with ninety (90) days prior written notice of any such relocation. Any relocation shall

be completed without any interruption in the operation of Tenant's business at the Shopping Center. Tenant shall be able to operate at the Premises until the construction of the comparable premises is completed and ready to be opened for business. Landlord hereby agrees to pay all the reasonable costs of relocation including equipment moving, installation costs and reasonable consultant fees incurred by Tenant to accomplish the relocation. In no event shall Landlord be obligated to offer any location to Tenant which Landlord is prevented or restricted from leasing to Tenant in accordance with such covenants of Landlord respecting radius, location, use, or exclusivity as may be contained in any other lease, financing agreement or any other agreement affecting the Shopping Center.

(b) In the event the comparable premises described in Landlord's relocation notice are unacceptable to Tenant, Tenant shall have the right, as its sole and exclusive remedy, exercisable by written notice to Landlord given within thirty (30) days following receipt of Landlord's relocation notice, to terminate this Lease, such termination to be effective as of the proposed relocation date set forth in Landlord's notice. Failure by Tenant to timely exercise such right to terminate shall be deemed a waiver with respect thereto and confirmation that the comparable premises are acceptable to Tenant. Such termination shall be Tenant's sole and exclusive remedy in the event of Tenant's refusal to accept relocation to the comparable premises, it being understood that should Tenant refuse for any reason to relocate, but fail to terminate this Lease in accordance with the foregoing, this Lease shall nevertheless expire on the date set forth in Landlord's relocation notice.

(c) In the event Tenant elects to terminate the Lease, Landlord may negate Tenant's termination by written notice to Tenant given within ten (10) days after Tenant's notice of termination to Landlord in which event the Lease for the Premises will continue throughout its Lease Term. If Landlord does not elect to negate Tenant's termination, then Landlord shall pay Tenant the then unamortized costs of Tenant's initial leasehold improvements to the Premises after first deducting therefrom any amounts then owed by Tenant to Landlord. Said amortization to be determined on a straight line depreciation basis, assuming a depreciation period equal to the initial Lease Term of this Lease. Landlord's payment to Tenant is conditioned upon Tenant submitting to Landlord, within thirty (30) days following Tenant's opening for business, copies of all bills and receipts evidencing amounts spent by Tenant to perform Tenant's Work. Only those items submitted to Landlord will be reimbursed pursuant to this Section 27(c).

**28. Event of Default.**

- (a) Any one of the following shall be an "Event of Default": Tenant's failure to pay Rent within five (5) business days after Landlord has delivered to Tenant notice of such default; Tenant's failure to observe or perform any of the other terms, conditions, or covenants of this Lease and to commence and to cure the same within the minimum time required to do so after Landlord has sent to Tenant notice of such default; Tenant's filing of a voluntary petition for relief under the Bankruptcy Code or any similar federal or state law now or hereafter enacted; the commencement of any of the following proceedings that is not dismissed within sixty (60) days: (i) Tenant being judicially declared bankrupt or insolvent according to law; (ii) an assignment for the benefit of creditors; (iii) a receiver, guardian, conservator, trustee in bankruptcy or other similar officer being appointed to take charge of all or a substantial part of Tenant's property by a court of competent jurisdiction; (iv) an involuntary petition for relief being filed against Tenant pursuant to the Bankruptcy Code or any similar federal or state law now or hereafter enacted; and/or a (v) default by Tenant (or any affiliated or related entity of Tenant) with respect to any lease, other than this Lease, with Landlord (or any affiliated or related entity of Landlord). If Tenant closes, abandons, or otherwise fails to operate; and said closing continues for five (5) consecutive days, then Tenant shall be deemed to have abandoned the Premises and said abandonment shall be an "Event of Default" without the necessity of any notice from Landlord to Tenant.
- (b) Upon an Event of Default, Landlord may, in addition to Landlord's rights and remedies at law or in equity: declare this Lease terminated by giving Tenant a written notice to quit on not less than five (5) days' notice; and/or without further demand, notice, or resort to legal process (all of which Tenant expressly waives), enter the Premises and repossess the same, expel Tenant and those claiming through or under Tenant, and remove, dispose of, or store (in a public warehouse or elsewhere at the cost and for the account of Tenant) Tenant's personal property without liability for any loss or damage that may be occasioned thereby. Landlord may recover from Tenant all damages it may incur by reason of Tenant's default, including repair and maintenance expenses incurred to avoid waste and the Rent as it becomes due for the remainder of the Term as if this Lease had not been terminated or the Premises re-possessed; and without regard to whether Landlord has re-let the Premises or not, except Tenant shall be entitled to a credit in the amount of rent received by Landlord in reletting, after deducting all of Landlord's expenses incurred in reletting the Premises (including, brokerage fees, repair costs, the remodeling costs to place the Premises in condition acceptable to a new tenant), and in collecting the rent in connection therewith. If the rentals received from such reletting are insufficient to cover the total Rent due during that month, Tenant shall pay such deficiency to Landlord. Tenant shall not be entitled to any offset or credit for payments received by Landlord in excess of the amounts due from Tenant hereunder, either on a monthly or cumulative basis. Alternatively, Landlord may elect to recover from Tenant and Tenant shall pay to Landlord liquidated damages in a lump sum payment equal to the present value of the Rent reserved under this Lease for the balance of the Term minus the then-present value of the aggregate Market Rate (as defined below) taking into account reasonable projections of vacancy and time required to re-lease the Premises. For purposes hereof, "Market Rate" shall mean the current net effective rent being charged for comparable space in the

Shopping Center. For the purposes of calculating the Additional Rent that would have been paid, the Operating Expense Payment shall be increased as set forth in Section 5**Error! Reference source not found.** and all other charges (e.g., Snow & Ice Removal Costs, Insurance Costs, and Taxes) shall be increased by three percent (3%) for each year remaining in the Term. The Federal Reserve discount rate (or equivalent) plus four percent (4%) shall be used in calculating present values.

- (c) Intentionally Deleted.
  - (d) Landlord and Tenant each waive trial by jury in any action or proceeding brought by the other on any matter whatsoever arising out of or in any way connected with this Lease. Tenant agrees not to interpose any non-compulsory counterclaim of whatever nature or description in any action commenced by Landlord for non-payment of Rent; and submits to the jurisdiction of any court established to adjudicate such Landlord-Tenant matters on a summary process basis.
  - (e) In the event Landlord (i) retains an attorney to enforce the provisions of this Lease against Tenant, (ii) retains an attorney to represent Landlord's interests in Tenant's bankruptcy case, (iii) brings a legal action or proceedings against Tenant, or (iv) has to defend any action or proceedings brought by or against Tenant, including, appeals or proceedings in bankruptcy or receivership, Landlord shall be entitled to recover from Tenant its reasonable legal fees and expenses in such action or proceeding or otherwise, or may recover same in a separate action or subsequent proceeding. The non-prevailing party shall pay all reasonable attorneys' fees, costs and expenses incurred by the prevailing party in enforcing the provisions of this Lease, suing to collect Rent or to recover possession of the Premises, whether the lawsuit or other action was commenced by Landlord or by Tenant.
  - (f) Any release of Tenant from Tenant's liability under this Lease only may be made by a written agreement signed by an officer of Landlord authorized to give such release. Any acceptance of keys to the Premises by Landlord shall not constitute an acceptance of Tenant's surrender. Landlord's termination of this Lease or recovery of possession of the Premises shall not constitute an acceptance of any surrender and shall be without prejudice to any and all of Landlord's rights and remedies under this Lease, at law or in equity, including, without limitation, the right to recover damages.
  - (g) No receipt of monies by Landlord from or for the account of Tenant or from anyone in possession or occupancy of the Premises after the termination of this Lease or after the giving of any notice of termination shall reinstate, continue, or extend the Term or affect any notice given to Tenant prior to the receipt of such money; and Landlord's acceptance of any payment or performance shall not be deemed a recognition of any tenancy, revive this Lease, or otherwise impair or prejudice Landlord's right to recover the Premises. From and after the termination of this Lease as provided herein, the unilateral payment of Rent or performance by Tenant shall not create any tenancy, but rather, shall be, at Landlord's discretion, deemed to be on account of Landlord's damages or as use and occupancy payments during Tenant's unlawful detainer of the Premises. If Landlord designates a bank or other third-party institution to receive payments of Rent, said designation shall not constitute the appointment of agency to act on behalf of or for Landlord. If this Lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions hereof shall be deemed to read "Tenant or the Guarantor hereof". Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of this Lease. In the event of breach or anticipatory breach by Tenant of any provision of this Lease, Landlord shall have the right of injunction as if other remedies were not provided for herein.
29. Lease Priority. This Lease is or shall be subject and subordinate to all matters of record, including any mortgage, deed of trust, ground lease, or any other method of financing or refinancing now or hereafter placed against the Premises and/or the Shopping Center (or any portion thereof) by Landlord, and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations and extensions thereof. In confirmation of such subordination, Tenant shall execute any acknowledgment that Landlord may request. The holder of any mortgage or deed of trust may elect to have this Lease superior to its mortgage or deed of trust upon notice to Tenant.
30. Quiet Enjoyment. Upon paying Rent and performing all of Tenant's other covenants and obligations under this Lease, Tenant shall peaceably and quietly enjoy the Premises without hindrance or interruption by Landlord subject to the terms of this Lease and to any mortgage, ground lease, or other agreements, covenants, and restrictions to which this Lease is subordinated.
31. Notice. All notices required or permitted to be given under this Lease shall be deemed to have been given and received if: (i) sent through a nationally recognized overnight delivery service (e.g., FedEx) on the day after being picked-up by said carrier; or (ii) sent by United States Certified mail, postage prepaid, three (3) days after being deposited in the mail. All notices shall be in writing and sent to the address set forth in Section 1. Notwithstanding the designation of a separate rent payment address, only notice sent to the notice address set forth in Section 1 shall be good and sufficient notice under this Lease. Any party, by proper notice to the other, may change such party's address for the giving of notice under this Lease.
32. Lease Interpretation. The term "includes" and "including" are not limiting. The term "person" includes any natural person and/or any organization or entity. The word "or" may be inclusive or exclusive depending upon the context of the provision. The word "Tenant" shall mean each and every person identified as a tenant herein; and if there shall be more than one tenant, the liability of each shall be individual, joint and several. All exhibits, riders, and/or addenda attached to this Lease

are made a part hereof as if fully incorporated into the body of this Lease. Each party has had the opportunity to review and revise this Lease and retain legal counsel; and any applicable rule of construction that any ambiguities are resolved against the drafting party shall not be applicable in the interpretation of this Lease. The numbering and headings throughout this Lease are for reference only, and shall not be used to construe, interpret, or explain the provision. Whenever an example is given in this Lease, such example shall be construed to be by way of example only and not of limitation. The singular includes the plural. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual and/or an organization or entity. The necessary grammatical changes required to make the provisions apply in the plural or to be gender appropriate shall in all instances be assumed as if correctly expressed. Landlord's and Tenant's relationship is that of Landlord and Tenant; and not as partners or joint venturers. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition. The rights and covenants conveyed in this Lease shall not be deemed to be covenants running with the land.

33. **Force Majeure.** Landlord and Tenant shall be excused from the performance of any obligation hereunder when prevented from doing so by a cause beyond such party's control. Notwithstanding the foregoing, no cause or event shall (i) release Tenant from, or permit a delay in, or excuse, the payment of Rent as such becomes due, or (ii) delay or defer the Rent Commencement Date.
34. **Partial Invalidity.** If any provision of this Lease shall to any extent be invalid, the remainder of this Lease shall not be affected thereby; and each other provision of this Lease shall be valid and enforced to the full extent permitted by law.
35. **Estopel Certificate.** Tenant shall, within fifteen (15) days after a request from Landlord, execute and deliver a certificate certifying (to the extent true): (i) that this Lease is in full force and effect; (ii) a statement of the Possession Date, Rent Commencement Date, and Expiration Date; (iii) that Landlord is not then in default of this Lease; and (iv) such other matters as customarily are included in such certificates or may be reasonably requested by Landlord. Any such certificate may be relied upon by Landlord, any successor of Landlord, any mortgagee of Landlord, or any purchaser of the Shopping Center.
36. **Waiver and Consent.** The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate, and cumulative; and the exercise of any of them shall not be deemed to exclude either party's right to exercise any of the others. The waiver by Landlord or Tenant of any breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Lease, or of such party's right to enforce the same in the future. The acceptance of Rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant regardless of Landlord's knowledge of such breach. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing. No waiver by Landlord in respect to other tenants shall be deemed to constitute a waiver in favor of Tenant. Whenever Landlord's consent is required under this Lease, such consent may be withheld by Landlord in Landlord's sole discretion unless a different standard expressly is stated. If a court finds that Landlord wrongfully withheld its consent, the sole result of such finding shall be Landlord's deemed consent to the requested matter and Landlord shall not be liable to Tenant for any damages arising from the withholding of any consent.
37. **Recovery Against Landlord.** If Landlord is found liable or obligated to Tenant for any reason under this Lease, then Landlord shall be liable to Tenant only for Tenant's actual, proven damages; and in no event shall Landlord be liable to Tenant for lost sales or profits or any indirect, speculative, punitive, or consequential damages. Tenant shall look solely to the estate and property of Landlord in the Shopping Center.
38. **Successors.** All rights and liabilities herein given to, or imposed upon, Landlord and Tenant shall extend to and bind the respective heirs, executors, administrators, successors, and assigns. No rights, however, shall inure to any assignee of Tenant made in violation of Section 22. In the event of any sale or transfer of Landlord's interest in the Shopping Center, the Premises, or this Lease (except as collateral security for a loan), upon such transfer Landlord will be released from all liability and obligations hereunder.
39. **Confidentiality.** Except to the extent required by law, including by subpoena, Tenant shall not disclose the terms and conditions of this Lease to anyone.
40. **REIT Qualification.** Tenant shall cooperate with Landlord so that the Rent under this Lease continues to qualify as "rents from real property" as defined in Section 856(d) of the Internal Revenue Code and related Treasury Regulations. Such cooperation includes amending this Lease as necessary provided there is no increase in Tenant's financial obligations to Landlord.
41. **End of Term.** At the Expiration Date or sooner termination of this Lease, Tenant shall quit and surrender the Premises in broom clean condition, reasonable wear and tear and casualty excepted. Tenant will perform repairs, if any are required, so that the HVAC, electrical, and plumbing systems serving the Premises are in good working order. Tenant shall remove all of Tenant's signs, inventory, furniture, trade fixtures, equipment, and other personal property from the Premises in a careful and prudent manner; and repair any damage caused thereby. All property remaining in the Premises on or after

the Expiration Date (or sooner termination date) shall become the property of Landlord without payment from Landlord. Tenant shall be liable for the cost of removal and other charges to dispose of, or at Landlord's option, to store such property. If Tenant fails to vacate the Premises in condition required by this Section, then such hold-over shall be a tenancy-at-sufferance only. For each day Tenant holds-over, Tenant shall pay to Landlord a use/occupancy charge equal to one hundred fifty percent (150%) the annual Minimum Rent payable as of the Expiration Date plus all Additional Rent (annualized based upon Tenant's then-current payments) divided by 360. In addition, and without prejudice to all of Landlord's rights and remedies at law or in equity against Tenant, Tenant shall indemnify Landlord against any loss or liability resulting from Tenant's delay in surrendering the Premises on the Expiration Date (or sooner termination date). Tenant's obligation to observe or perform the covenants contained in this Section shall survive the expiration or earlier termination of the Term.

42. Entire Agreement. Landlord and Tenant represent and warrant to each other that their respective signatories are authorized to sign this Lease on such party's behalf. This Lease and the exhibits, riders, and/or addenda attached hereto, if any, set forth the parties' entire agreement. All negotiations, representations, and understandings between the parties are merged, incorporated into, and set forth in this Lease. This Lease may be modified/amended only by written agreement of the parties. In entering into this Lease, each party represents and warrants to the other that it is not relying upon any statement, opinion, or representation made by the other party except as expressly set forth in this Lease. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document. The execution of this Lease by electronic and/or digital signature shall be valid and binding for all purposes under this Lease and applicable law with the same force and effect as if the parties had signed the Lease by hand. The electronic exchange of digital images/copies of this Lease, as executed, shall constitute good and sufficient delivery for all purposes under this Lease and applicable law. Once executed by both parties, this Lease shall be effective and binding as of the Effective Date; and all terms, conditions, and provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns. Tenant shall not record this Lease or any memorandum thereof.

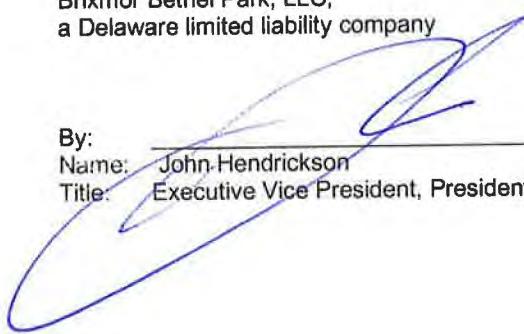
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SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the day and year first above written.

**LANDLORD:**

Brixmor Bethel Park, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: John Hendrickson  
Title: Executive Vice President, President Midwest Region



**TENANT:**

Holmar Enterprises LLC,  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: R. Kevin Evans  
Title: President

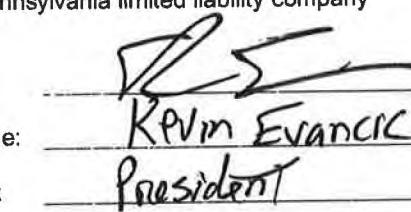
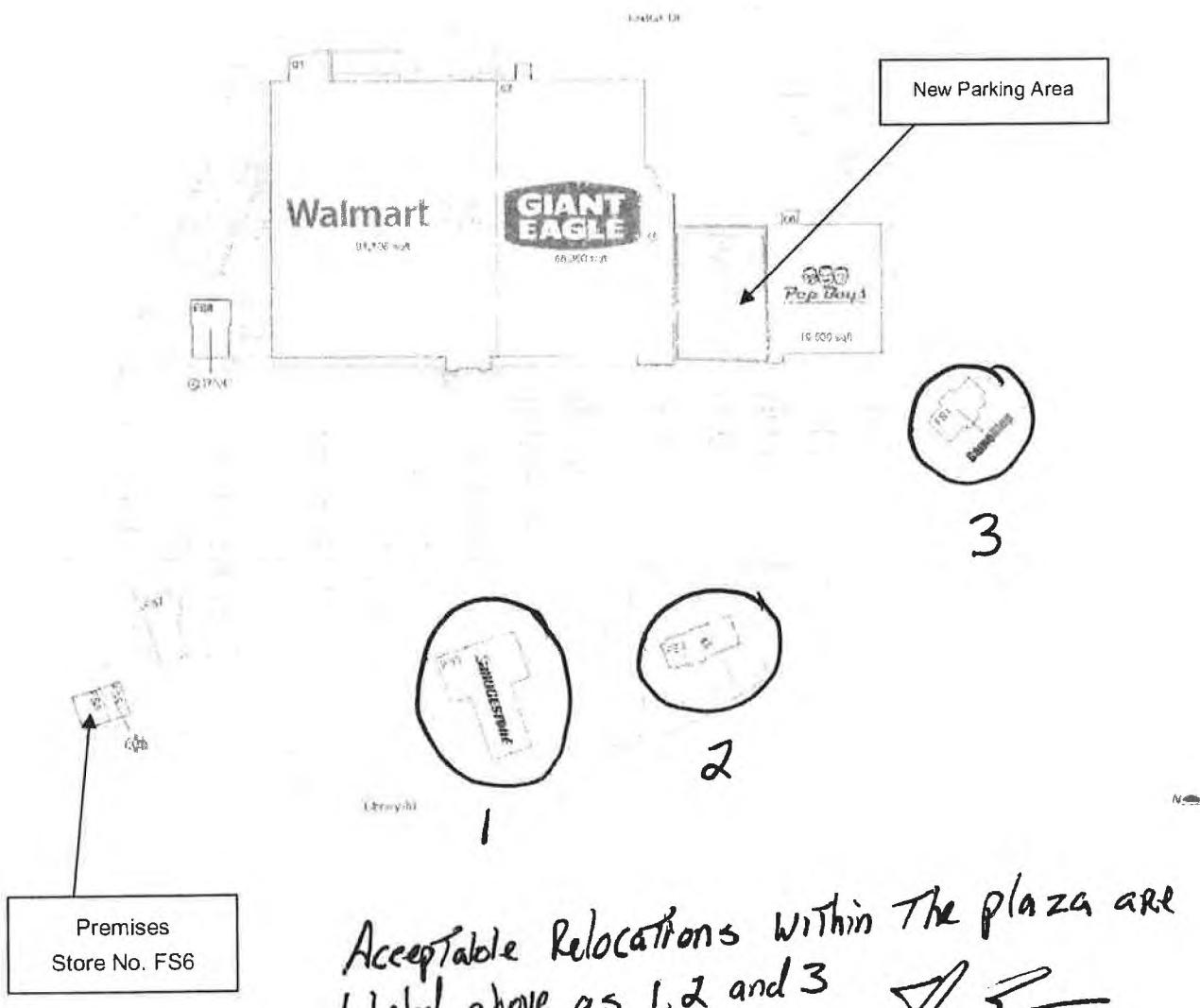


EXHIBIT A: SITE PLAN



NOT TO SCALE

The foregoing site plan is attached to show the approximate location of the Premises and general layout of the Shopping Center. Landlord makes no representation or warranty that the Shopping Center, including the tenants, shown on Exhibit "A" will not change from time to time during the Term. Landlord may construct new buildings and improvements and/or change, remove, and/or expand the existing buildings or other improvements comprising the Shopping Center, including the Common Areas and related facilities. Landlord may or may not, in Landlord's sole discretion, integrate after acquired adjacent property into the Shopping Center; and no merger shall occur by virtue of common ownership of such separate parcels. The Shopping Center excludes the parcel(s) of land, if any, shown as "N.A.P" on Exhibit "A", which are owned and/or controlled by a party (or parties) other than Landlord. The Shopping Center also shall exclude any portion of the Shopping Center transferred to a third-party after the Effective Date and any rights or restrictions affecting such transferred portion by this Lease shall terminate as of the date of title vests in such third-party. As used herein, "third-party" means a party un-affiliated with Landlord. Landlord may change the name of the Shopping Center.

#### **EXHIBIT B: LANDLORD'S WORK**

Work to be performed by Landlord in order to prepare the Premises for Tenant's occupancy (hereinafter ("Landlord's Work"): None.

## RIDER

This sets forth the Rider to the within Lease by and between BRIXMOR BETHEL PARK, LLC and HOLMAR ENTERPRISES LLC for certain premises located at the Bethel Park Shopping Center in Bethel Park, Pennsylvania; and is made a part of the Lease as if fully incorporated into the body thereof.

### 43. Exclusive.

- (a) Provided Tenant is not in default under this Lease beyond applicable notice and grace periods and so long as Tenant is open and operating and is engaged in a business in strict accordance with the Permitted Use, Landlord agrees, during such period that Tenant is so in compliance with the foregoing, that Landlord will not lease space in the Shopping Center (as same is depicted on Exhibit A attached hereto) to a tenant whose primary use shall be the operation of a discount hair cutting salon, including without limitation, Fantastic Sam's, Supercuts, Cost Cutter, Sport Clips, First Choice Hair Cutters, Magicuts, Pro-Cuts, Roosters, Cool Cuts, a beauty / cosmetology school or a barber shop (herein "Competing Tenant"). In the event Tenant violates its Permitted Use clause at any time during the Term (or options, if any), then the provisions of this Section shall immediately become null and void and of no further force or effect notwithstanding any subsequent compliance by Tenant with said Permitted Use clause.
- (b) In the event Landlord shall lease space to a Competing Tenant, the Tenant's sole and exclusive remedy shall be to reduce its payment of Minimum Rent by fifty percent (50%) (hereinafter "Alternate Rent") which reduction shall commence upon the date which is thirty (30) days after Tenant provided Landlord with written notice of the Competing Tenant and which reduction shall end on the earliest to occur of: (i) date that Landlord cures the Competing Tenant violation, (ii) the date Tenant is in default under this Lease or ceases to open and operate at the Premises or (iii) the date Tenant's primary use is no longer as defined above for a Competing Tenant. Tenant shall not have any other right or remedy including, without limitation, the right to commence any action for injunctive or other relief in the event of a breach hereof. Tenant agrees to indemnify Landlord, its officers, trustees, partners, employees and agents, from and against any and all third party claims, actions, suits, losses, damages (including punitive or other exemplary damages), liabilities, costs and expenses including, without limitation, attorneys' fees, court costs and disbursements, that arise from or out of the foregoing covenant not to lease space to a Competing Tenant. The foregoing indemnification shall include, without limitation, any alleged violation of any federal or state anti-trust law or similar statute.
- (c) In the event Tenant exercises an Option Term while paying Alternate Rent, Tenant shall (x) immediately resume paying then current full Minimum Rent effective as of the date Tenant exercises such Option Term, and (z) lose any right to terminate this Lease with respect to this provision for that specific violation.
- (d) Further, if Tenant has been paying Alternate Rent as provided above for twelve (12) consecutive months, then, Tenant shall have the one time right to terminate this Lease by giving written notice to such effect to Landlord, which notice must be given, if at all, within thirty (30) days after the last day of said twelve (12) month period and before the Competing Tenant violation shall cease and if Tenant does not terminate this Lease Tenant shall recommence payment of full Minimum Rent as set forth in Section 1, effective as of the first day after said twelve (12) month period.
- (e) In the event that an existing tenant is operating in violation of the terms of its lease or operating agreement ("Renegade Tenant"), the Tenant's sole and exclusive remedy shall be to reduce its payment of Minimum Rent by fifty percent (50%), which reduction shall commence upon the date which is ninety (90) days after Tenant provided Landlord with written notice of the Renegade Tenant and which reduction shall end on the earliest to occur of: (i) date that Landlord cures the Renegade Tenant violation, (ii) the date Tenant is in default under this Lease or ceases to open and operate at the Premises or (iii) the date Tenant's primary use is no longer as defined above for a Competing Tenant. Tenant shall not have any other right or remedy including, without limitation, the right to commence any action for injunctive or other relief in the event of a breach hereof. In the event that Tenant has been paying such reduction for twelve (12) consecutive months, then, Tenant shall have the one time right to terminate this Lease by giving written notice to such effect to Landlord, which notice must be given, if at all, within thirty (30) days after the last day of said twelve (12) month period and before the Renegade Tenant violation shall cease and if Tenant does not terminate this Lease Tenant shall recommence payment of full Minimum Rent as set forth in Section 1(k), effective as of the first day after said twelve (12) month period. Tenant's failure to timely issue the foregoing notice shall be conclusively deemed an election by Tenant not to terminate this Lease and to return to the full payment of Minimum Rent.
- (f) This Section shall be of no further force or effect in the event (i) any action or proceeding is commenced against Landlord under a federal or state anti-trust law or similar statute based on the foregoing restriction and Tenant, after written notice, fails to prosecute such action and indemnify Landlord as required above or (ii) the restriction is held to be invalid or illegal by any court, statute or agency or is deemed to be contrary to public policy. If the restriction is held to be invalid, the balance of this Lease shall remain in full force and effect including without limitation, Tenant's indemnification contained herein.

- (g) The parties agree that the exclusive granted herein shall not apply to: (i) any currently existing leases, nor to any renewals or extensions of such leases with the same permitted use existing as of the date hereof, unless the Existing Leases have a right to change its use without Landlord's prior consent ("Existing Leases"); (ii) any successors, assigns or replacements tenants using or occupying the premises under any Existing Leases only where consent of the Landlord is not required, if consent is required any successors or assignees will be subject to the Permitted Use and Exclusive as defined in this Lease; (iii) any relocations under any Existing Leases; (iv) any tenant or occupant using or occupying more than five thousand (5,000) square feet in the Shopping Center; (v) salon suite concepts (i.e. Phenix Salons); or (vi) a full service appointment based hair salon with a minimum price point for a haircut at or above \$40.00 and offering any three of the following services (a) cutting of hair; (b) perms; (c) tinting, coloring or highlighting; (d) nail maintenance; (e) waxing / hair removal; (f) braiding; (g) conditioning treatments; (h) the sale of beauty supply products; and/or (i) therapeutic massage.
44. Salon Clause. Without limiting any other provision contained in the Lease, Tenant shall at all times (i) keep the inside of the Premises and the adjacent outside areas free and clear of all objectionable odors; (ii) comply with all applicable public health and safety laws, ordinances, codes, rules, regulations and orders; and (iii) generally maintain the Premises in a first-class, clean, orderly manner.
45. Franchisor Rights and Notices.
- (a) Landlord agrees to give Franchisor written notice of any Tenant defaults under this Lease that could give rise to a right to terminate this Lease. This notice shall specifically reference the default and what action is needed to cure. Prior to termination of this Lease, Franchisor shall have the right, but not the obligation, to cure the default within twenty (20) days after the later of: (1) the date Tenant's right to cure expires under this Lease; or (2) the date that Franchisor is provided written notice of default from Landlord. For non-monetary defaults, provided that Franchisor commences the cure within the above time period, the cure period shall be extended so long as Franchisor diligently works to cure the non-monetary default. The right of Franchisor to cure a default under this subsection is in addition to the right to assume this Lease under subsection (d) of this Section 45. Landlord acknowledges that value of Franchisor's national brand is derived from the ability to provide uniform products and services and the uniform appearance of its brand, signs, store concept and leasehold improvements. As a result, Landlord shall, without charge, permit Tenant to comply with standard changes and updates by Franchisor to its brand, signs, store concept and leasehold improvements; provided that such changes and updates are not in violation of the terms of this Lease. In the event that Landlord approval for such changes and updates is required under this Lease, such approval shall not be unreasonably withheld.
- (b) Notwithstanding anything to the contrary in the Lease, and provided that Tenant is open and operating at the Premises in accordance with the Lease, Landlord agrees not to sell or retain any property, personal or otherwise, which contains Franchisor's logo or trade name. Upon the expiration or earlier termination of the franchise agreement between Tenant and Franchisor, Franchisor may, upon prior notice to Landlord, enter the Premises for purposes of removing furniture, fixtures and equipment from the Premises that are proprietary in nature. Any damage to the Premises caused by such removal, shall be repaired at the sole cost and expense of Franchisor.
- (c) Landlord and Tenant acknowledge and agree that Franchisor is an intended third-party beneficiary of the rights granted Franchisor in this subsection and Section 22.
- (d) Landlord grants to Franchisor the right, for a period of thirty (30) days, after receipt by Landlord of written notice of the termination, expiration or proposed transfer of Tenant's franchise agreement, to assume the rights and obligations of Tenant under the Lease on the same terms and conditions, including any options to extend. Tenant hereby consents to such assumption and agrees that Landlord shall be entitled to rely on any such notice from Franchisor and shall have no liability to Tenant related thereto. As a condition to exercising this right, Franchisor shall first cure any and all underlying defaults.
46. Satellite Dish. Tenant, at Tenant's sole cost and expense, shall have the right to install, operate, maintain, repair, replace and remove a satellite dish or antenna (together with all necessary related cables and equipment, the "Dish") at the Premises subject to the following terms, conditions and limitations: (i) the location of the Dish shall be on the roof of the Premises or such other location at the Shopping Center as Landlord shall reasonably direct (so long as such location provides for clear reception and transmission of signals) and Tenant agrees that in the event Landlord expands or reconfigures the Shopping Center so as to require the relocation of the Dish, Tenant agrees to relocate same, at its sole cost and expense, to a new location at the Shopping Center reasonably designated by Landlord (so long as such location provides for clear reception and transmission of signals); (ii) installation, operation, maintenance, repair, replacement and removal of the Dish and related equipment, and any attendant costs and expenses, including without limitation electric utility costs, shall be the sole responsibility of Tenant; (iii) if any roof penetrations are required in connection with the Dish,

at Landlord's option such work shall be performed as follows: (a) by Landlord or its contractor, at Tenant's sole cost, payable upon demand as additional rent, or (b) by Tenant's contractor previously approved in writing by Landlord, subject to Landlord's supervision and inspection of work; (iv) any roof penetrations shall not invalidate any warranty applicable to the roof and Tenant agrees to indemnify, defend and hold Landlord harmless against any and all reasonable costs and expenses incurred by Landlord in connection with such an invalidation; (v) if required by Landlord, Tenant shall screen the Dish by providing fencing, screening material or landscaping reasonably satisfactory to Landlord; (vi) Tenant shall obtain and maintain, at all times during the term of the Lease, any permit, license or approval required by any governmental or regulatory body having jurisdiction over the installation, operation, maintenance, repair, replacement or removal of the Dish and upon Landlord's request, shall deliver evidence of same to Landlord; (vii) Tenant shall install, operate, maintain, repair, replace and remove the Dish in strict compliance with all applicable laws, ordinances, regulations, rules, orders and directives of any governmental or regulatory body having jurisdiction over any such activity and the terms and conditions of any permit, license or approval concerning the Dish; (viii) Tenant's installation or operation of the Dish shall not materially interfere with the operation of any other transmission or receiving device at or in the vicinity of the Shopping Center present at the time of installation. In the event of such interference, upon notice from Landlord, Tenant shall cease using or operating the Dish and take all steps necessary to eliminate such interference before resuming its use or operation; (ix) the Dish shall be used and operated by and for Tenant and not by or for the benefit of any other person or entity, solely for purposes of carrying out and facilitating Tenant's business operations at the Premises as permitted and limited under the Lease, and for no other purpose; (x) Tenant shall give Landlord reasonable prior notice of the Tenant's need to access the Dish for service, except in the case of an emergency; (xi) Tenant shall repair to Landlord's satisfaction all damage to the Premises or any other part of the Shopping Center (including but not limited to the building roof) resulting from Tenant's installation, operation, maintenance, repair, replacement and removal of the Dish and (xii) at the expiration or earlier termination of the Lease, Tenant shall remove the Dish and repair any and all damage caused by such removal.

#### **47. Construction Allowance.**

(a) In lieu of Landlord performing any portion of the work to improve the Premises and subject to the terms hereof, Landlord shall reimburse Tenant up to \$30,000.00 for the cost to build-out the Premises and install the leasehold improvements. Landlord shall pay Tenant the Construction Allowance within forty-five (45) days after receipt of Tenant's written request for payment, which request may not be made any sooner than the date Tenant has opened for the business in the Premises under the Trade Name and paid the first month's Rent (excluding any rent deposit made hereunder). Tenant's application shall include the following:

- (i) final/unconditional releases or lien waivers from Tenant's general contractor, subcontractors, and suppliers on Landlord's form or a form approved by Landlord;
- (ii) Certificate of Occupancy;
- (iii) Proof satisfactory to Landlord of the cost to Tenant of the build-out of leasehold improvements (specifically excluding the costs of moveable fixtures and equipment, design and architectural fees and interior and exterior signage, and all other costs customarily known as "soft costs"); and
- (iv) Tenant's Form W-9.

(b) Tenant shall supply either originals or recordable counterparts of the foregoing documents. Tenant shall submit Tenant's application for payment to: Tenant Allowance Coordinator, Brixmor Property Group, One Fayette Street, Suite 150, Conshohocken, PA 19428. (To expedite, Tenant may submit Tenant's request via e-mail to [tacoordinator@brixmor.com](mailto:tacoordinator@brixmor.com) provided Tenant follows-up said e-mail with a hard copy via U.S. Mail or overnight carrier service.) After review of Tenant's application, Landlord reserves the right to request additional evidence satisfactory to Landlord of the cost to Tenant of the build-out of the leasehold improvements.

(c) Recognizing Landlord's need to close timely Landlord's financial books and records, if Tenant has not satisfied all the conditions for payment of the Construction Allowance by the first anniversary of the Rent Commencement Date then, as of such day, Tenant waives any and all rights to the payment of the Construction Allowance.

(d) If Tenant shall be in default of this Lease or if an Event of Default has occurred and this Lease not terminated, Landlord may withhold payment of the Construction Allowance until such time as Tenant cures the default or the Landlord accepts Tenant's cure. If Landlord has terminated this Lease due to an Event of Default or other breach of this Lease by Tenant, then Landlord's obligation to pay Tenant the Construction Allowance also shall terminate. If Tenant shall be a debtor in bankruptcy under the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), then Landlord may defer payment of any Construction Allowance until after such time as the United States Bankruptcy Court has approved Tenant's assumption of this Lease on a final and non-appealable basis. If Landlord terminates the Lease prior to the scheduled expiration date on account of a monetary default by Tenant under the terms hereof, in addition

to all other remedies available to Landlord on account of such default, Tenant shall, upon receipt of written demand therefor, promptly pay to Landlord twenty-five percent (25%) of the total unamortized value of the Construction Allowance actually disbursed by Landlord to Tenant pursuant to this Section (the "Unamortized Allowance"). For purposes of this Section, the Unamortized Allowance shall be calculated by amortizing the actual amount of the Construction Allowance disbursed by Landlord on a self-liquidating mortgage style basis over the Lease Term using the default interest rate and the Unamortized Allowance shall be established as of the date of termination of the Lease. The provisions of this Paragraph shall survive the termination of the Lease.

**EXHIBIT C**

**GUARANTY OF GREAT CLIPS, INC.**

FOR VALUE RECEIVED and in consideration of, and as an inducement for the execution and delivery of the within Lease of even date by and between BRIXMOR BETHEL PARK, LLC, a Delaware limited liability company, as Landlord, and HOLMAR ENTERPRISES LLC, a Pennsylvania limited liability company, as Tenant, for certain premises at the Bethel Park Shopping Center in Bethel Park, Pennsylvania (the "Lease"), the undersigned, GREAT CLIPS, INC., a Minnesota corporation, having an address at 4400 W. 78<sup>th</sup> Street, Suite 700, Minneapolis, Minnesota 55435 (the "Guarantor") hereby guarantees to Landlord, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Tenant or the then-holder of the Tenant's interest under the Lease including Tenant's heirs, executors, administrators, successors, assigns, or by operation of law or other transfer (individually and collectively, the "Tenant"), and hereby further guarantees to the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant under the Lease; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant, in the payment of the Rent and/or any other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord, and any arrears thereof, and shall, and will, forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The Lease is incorporated herein by reference; and unless specifically defined herein, all capitalized terms used in this Guaranty shall have the same meaning as the capitalized terms in the Lease. This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment, subletting, merger, or other transfer of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Landlord and Tenant, or by reason of an extension of time that may be granted by Landlord to Tenant, or by reason of any dealings or transactions between Landlord and Tenant, whether or not notice thereof is given to Guarantor. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty shall be construed in accordance with the laws of the State of Pennsylvania.

Notwithstanding anything contained herein to the contrary, if Tenant has fully performed all of the terms, covenants and conditions contained in the Lease through the date that last day of the sixtieth (60<sup>th</sup>) month following the anniversary of the Rent Commencement Date of the Lease (the "Release Date") and further provided that Tenant is not in default thereunder as of the Release Date which default has continued after notice and beyond any applicable cure period, then the Guarantor shall be released in full from any and all liabilities or obligations that arise or accrue under this Guaranty from and after the Release Date.

IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of October 29, 2019.

**GREAT CLIPS, INC.**  
a Minnesota corporation

By: Sandra L Anderson

Name: Sandra L Anderson

Title: CLD

FEIN: 41-1430345

[GUARANTOR ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

STATE OF MINNESOTA

COUNTY OF Hennepin

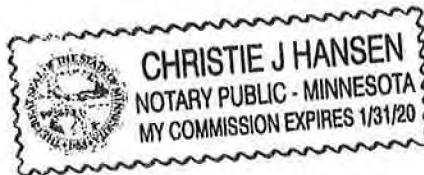
Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Sandra L. Anderson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Legal Officer of GREAT CLIPS, INC., a Minnesota corporation, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as an authorized signor of same.

Witness my hand and seal at office this 29<sup>th</sup> day of October, 2019.

Christie J Hansen

Notary Public

My Commission Expires: January 31, 2020



**EXHIBIT C**  
**GUARANTY OF GREAT CLIPS, INC.**

FOR VALUE RECEIVED and in consideration of, and as an inducement for the execution and delivery of the within Lease of even date by and between BRIXMOR BETHEL PARK, LLC, a Delaware limited liability company, as Landlord, and HOLMAR ENTERPRISES LLC, a Pennsylvania limited liability company, as Tenant, for certain premises at the Bethel Park Shopping Center in Bethel Park, Pennsylvania (the "Lease"), the undersigned, GREAT CLIPS, INC., a Minnesota corporation, having an address at 4400 W. 78<sup>th</sup> Street, Suite 700, Minneapolis, Minnesota 55435 (the "Guarantor") hereby guarantees to Landlord, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Tenant or the then-holder of the Tenant's interest under the Lease including Tenant's heirs, executors, administrators, successors, assigns, or by operation of law or other transfer (individually and collectively, the "Tenant"), and hereby further guarantees to the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant under the Lease; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant, in the payment of the Rent and/or any other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord, and any arrears thereof, and shall, and will, forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The Lease is incorporated herein by reference; and unless specifically defined herein, all capitalized terms used in this Guaranty shall have the same meaning as the capitalized terms in the Lease. This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment, subletting, merger, or other transfer of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Landlord and Tenant, or by reason of an extension of time that may be granted by Landlord to Tenant, or by reason of any dealings or transactions between Landlord and Tenant, whether or not notice thereof is given to Guarantor. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty shall be construed in accordance with the laws of the State of Pennsylvania.

Notwithstanding anything contained herein to the contrary, if Tenant has fully performed all of the terms, covenants and conditions contained in the Lease through the date that last day of the sixtieth (60<sup>th</sup>) month following the anniversary of the Rent Commencement Date of the Lease (the "Release Date") and further provided that Tenant is not in default thereunder as of the Release Date which default has continued after notice and beyond any applicable cure period, then the Guarantor shall be released in full from any and all liabilities or obligations that arise or accrue under this Guaranty from and after the Release Date.

IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of October 29, 2019.

**GREAT CLIPS, INC.**  
a Minnesota corporation

By: Sandra L Anderson

Name: Sandra L Anderson

Title: CEO

FEIN: 41-1430345

[GUARANTOR ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

STATE OF MINNESOTA

COUNTY OF Hennepin

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Sandra L. Anderson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Legal Officer of GREAT CLIPS, INC., a Minnesota corporation, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as an authorized signor of same.

Witness my hand and seal at office this 29th day of October, 2019.

Christie J Hansen  
Notary Public  
My Commission Expires: January 31, 2020



**EXHIBIT C**  
**GUARANTY OF GREAT CLIPS, INC.**

FOR VALUE RECEIVED and in consideration of, and as an inducement for the execution and delivery of the within Lease of even date by and between BRIXMOR BETHEL PARK, LLC, a Delaware limited liability company, as Landlord, and HOLMAR ENTERPRISES LLC, a Pennsylvania limited liability company, as Tenant, for certain premises at the Bethel Park Shopping Center in Bethel Park, Pennsylvania (the "Lease"), the undersigned, GREAT CLIPS, INC., a Minnesota corporation, having an address at 4400 W. 78<sup>th</sup> Street, Suite 700, Minneapolis, Minnesota 55435 (the "Guarantor") hereby guarantees to Landlord, its heirs, executors, administrators, successors and assigns, the full and prompt payment of Rent, including, but not limited to, any and all other sums and charges payable by Tenant or the then-holder of the Tenant's interest under the Lease including Tenant's heirs, executors, administrators, successors, assigns, or by operation of law or other transfer (individually and collectively, the "Tenant"), and hereby further guarantees to the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant under the Lease; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant, in the payment of the Rent and/or any other such sums and charges payable by Tenant under the Lease, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions or conditions contained in the Lease, Guarantor shall and will forthwith pay such rent and other such sums and charges to Landlord, and any arrears thereof, and shall, and will, forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this Guaranty. The Lease is incorporated herein by reference; and unless specifically defined herein, all capitalized terms used in this Guaranty shall have the same meaning as the capitalized terms in the Lease. This Guaranty is an absolute and unconditional irrevocable Guaranty of payment and of performance. It shall be enforceable against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected, diminished or impaired by reason of the assertion, or the failure to assert, by Landlord against Tenant, of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. This Guaranty shall be a continuing Guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of an assignment, subletting, merger, or other transfer of the Lease, or by reason of any renewal, modification or extension of the Lease, or by reason of any modification or waiver of or change in any terms, covenants, conditions or provisions of the Lease between Landlord and Tenant, or by reason of an extension of time that may be granted by Landlord to Tenant, or by reason of any dealings or transactions between Landlord and Tenant, whether or not notice thereof is given to Guarantor. All of Landlord's rights and remedies under the Lease or under this Guaranty are intended to be distinct, separate and cumulative, and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. This Guaranty shall be construed in accordance with the laws of the State of Pennsylvania.

Notwithstanding anything contained herein to the contrary, if Tenant has fully performed all of the terms, covenants and conditions contained in the Lease through the date that last day of the sixtieth (60<sup>th</sup>) month following the anniversary of the Rent Commencement Date of the Lease (the "Release Date") and further provided that Tenant is not in default thereunder as of the Release Date which default has continued after notice and beyond any applicable cure period, then the Guarantor shall be released in full from any and all liabilities or obligations that arise or accrue under this Guaranty from and after the Release Date.

IN WITNESS WHEREOF, Guarantor has signed and sealed this Guaranty as of October 29, 2019.

**GREAT CLIPS, INC.**  
a Minnesota corporation

By: Sandra L Anderson

Name: Sandra L Anderson

Title: CLD

FEIN: 41-1430345

[GUARANTOR ACKNOWLEDGMENT ON THE FOLLOWING PAGE]

STATE OF MINNESOTA

COUNTY OF Hennepin

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Sandra L. Anderson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Legal Officer of GREAT CLIPS, INC., a Minnesota corporation, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as an authorized signor of same.

Witness my hand and seal at office this 29<sup>th</sup> day of October, 2019.

Christie J Hansen

Notary Public

My Commission Expires: January 31, 2020

