



City of Jonesboro Private Club Review and Conditions Form

Date 11-13-23

Non-Profit Corp. Dream Alive Association

Address 311 S. Church

Applicant on Behalf of Club Casey A. Johnson

Home Address 311 S. Church Jonesboro, AR

Business Name BA - Restaurant at the yard

Business Address 1918 Aggie Jonesboro, AR

City of Jonesboro official use below this:

Police Department: Copy of membership list Yes No
Has any member been convicted of a felony? Yes No
If yes, How many years since conviction? _____
Has Non-Profit complied with City of Jonesboro laws? Yes No

Comments: _____

Approve? Yes No Signature Chief of Police *Rich Elliott*

Planning and Zoning Department:

Type of Private Club: Restaurant Hotel/Motel
Hours of Operation? _____
Copy of menu for food service? Yes No
Zoning C-3

Approve? Yes No Signature Planning Director *[Signature]*

City Clerk:

Date received _____
Date entered in Legistar _____

City Council Action

Approve _____ Deny _____

CITY OF JONESBORO

APPLICATION FOR PRIVATE CLUB PERMIT

We hereby make an application for a permit to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Dream Alive Association

Non-Profit Corporation

FEIN # _____

APPLICANT ON BEHALF OF CLUB

Casey
First

Anne
Middle

Johnson
Last

HOME ADDRESS

311 S. Church St. #
Street

J Jonesboro
City

72401
Zip

Craighead
County

BUSINESS NAME

BA Restaurant at the Yard

BUSINESS ADDRESS

1918 Aggie Rd
Street

Jonesboro
City

72401
Zip

Craighead
County

Does the club own the premises?

NO

If leased, give name and address of owner:

Halsey, Thrasher, Harpole Real Estate

Is your establishment primarily engaged in the business of serving food for consumption on the premises?

yes

If the answer to the above question is no, then what type of business will you be engaged in on the premises? Please list all activities to be offered.

Does anyone now hold an alcoholic beverage permit at this location?

NO

If so, give name, address and permit no(s).

Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Casey Johnson	Director/President	311 S. Church St. #J Jonesboro, AR 72401
Larry Tosh	Director / VP	294 CR 149 Jonesboro, AR 72404
Cindy Tosh	Director / Sec. + Treas	294 CR 149 Jonesboro, AR 72404

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES NO If yes, please explain -

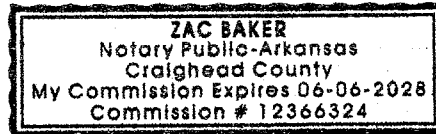
Signed this 7th day of November

Casey Johnson
Signature of Applicant/Managing Agent
Director
Official Title

Subscribed and sworn to before me this 7th day of November, 2023.

Z L
Notary Public

My Commission Expires: 6/6/28



SCHEDULE A – INDIVIDUAL'S PERSONAL HISTORY

I submit answers to the following questions under oath:

1. Name Casey Johnson Sex _____ Date of Birth _____
2. Home Address 311 S. Church St. Jonesboro 72401 Phone No. 870-243-7260
Street City Zip
3. Are you a person of good moral character and reputation in your community? yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? CIRCLE ONE
 Social Security No. _____ Green Card No. _____
5. Are you a resident of Craighead county? yes
 If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? YES _____ NO If so, give full information

7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceding this application? YES NO If so, give full information. _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceding this application? YES _____ NO If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? No If so, give name, place, and permit number(s)

10. Have you applied and been refused a permit at the applied for location within the last 12 months? No
 If so, give full information _____
11. Marital Status: Single () Married Divorced () Separated () Other ()
12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Husband	Dan Johnson	311 S. Church St. # 5 Jonesboro, AK 72401	Doctor
Son	Krewie Johnson	"	Student
Daughter	Isla Johnson	"	Student

AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Casey Johnson
Signature - Full Name

11/7/23
Date

311 S. Church St. # J
Home Address

Jonesboro AR 72401
City State Zip

311 S. Church St. # J
Mailing Address

Jonesboro AR 72401
City State Zip

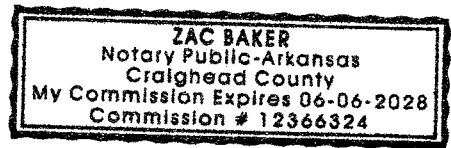
870-243-7260
Contact Phone Business Phone

dianorsandrose@gmail.com
Email Address

Subscribed and sworn to before me this 7th day of November, 2023.

ZL
Notary Public

My Commission Expires: 6/6/28 :



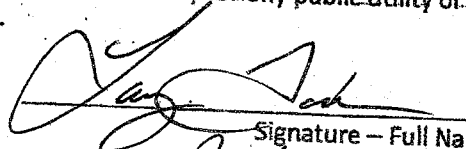
AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S : _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.


Signature - Full Name Larry Tash
Date 9-1-23

Home Address
294 CR 149

City Jonesboro State AR Zip 72404

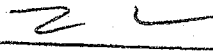
Mailing Address
294 CR 149

City Jonesboro State AR Zip 72404

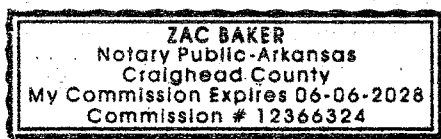
Contact Phone 870-926-0922 Business Phone _____

Email Address Larrytash@suddenlink.net

Subscribed and sworn to before me this 1st day of September, 2023


Notary Public

My Commission Expires: 6/6/28



AUTHORITY TO RELEASE INFORMATION

Application filled by Applicant -A, Stockholder/Partner - S: _____

TO WHOM IT MAY CONCERN:

I understand that the City of Jonesboro will conduct an investigation before a final decision this alcoholic beverage permit. This investigation may include inquiries as to my character, reputation, and the location and feasibility of a permit being issued at the applied for location.

To facilitate this investigation, I do hereby give my consent and authority for any public utility or police agency to furnish information from their records to the City of Jonesboro.

Cindy Tosh Cindy Tosh
Signature - Full Name

9-1-23
Date

294 CR 149
Home Address

Jonesboro AR 72404
City State Zip

294 CR 149
Mailing Address

Jonesboro AR 72404
City State Zip

870-926-0923
Contact Phone Business Phone

Cindytosh@hotmail.com
Email Address

Subscribed and sworn to before me this 1st day of September 2023

ZK
Notary Public

My Commission Expires: 6/6/28



ARKANSAS STATE POLICE

Arkansas Criminal History Report

This report is based on a name search. There is no guarantee that it relates to the person you are interested in without fingerprint verification. This report includes a check of Arkansas files only. Inquiries into FBI files are not permitted for non-criminal justice or employment purposes without specific statutory authority.

Subject of Record

Last: **Johnson** First: **Casey** Middle: **Anne**
Date of Birth: Sex: Race:
Social Security Number: *(not verified, supplied at time of request)*
Home/Mailing Address: **311 S. Church St. #J Jonesboro, AR 72401**



- NO CRIMINAL HISTORY FOUND FOR THIS SUBJECT

Requestor Information

Transaction Number: **ABC003839735**
Date: **07/11/2023** Agency Reporting: **Arkansas State Police**
Purpose: **ABC Mandated pursuant to Arkansas Code §3-2-103 regarding applicants for alcohol permits issued by the Alcoholic Beverage Control Division.**
Released To: **Stephanie Battie On Behalf of Alcoholic Beverage Control**
Representing: **Alcoholic Beverage Control**

Mailing Address: **101 East Capitol, Suite 401 Little Rock, Ar 72201**

This Arkansas criminal history record report should only be used for the purpose that it was requested. A request that is posed for a different purpose may result in more or less information being reported.

This report does not preclude the possible existence of additional records on this person which may not have been reported to the State Identification Bureau and Central Repository. Changes in a criminal history record can occur at any time due to new arrests and/or ongoing legal proceedings.

This Arkansas criminal background check report is for non-criminal justice purposes and may only reflect if a person has any Arkansas felony and misdemeanor conviction(s), any Arkansas felony arrest that occurred in the last five (5) years that has not been to court and whether the person is a registered sex offender or required to register as a sex offender. Juvenile arrest and/or court information will not be released on this report.

Building Location: 1918 Aggie Road, Jonesboro, AR
Unit Number: Units 1A, 1B and 1C
Master Landlord: 1918 Aggie Partners LLC
Primary Subtenant / Sub-Landlord: BA Burrito, LLC
Subtenant: Dream Alive Association
Subtenant Trade Name (D/B/A): _____

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Lease") is made this 1st day of September, 2023 (the "Effective Date") by and between BA Burrito, LLC, an Arkansas limited liability company (for the purpose of this Lease, "Landlord"), and Dream Alive Association, an Arkansas nonprofit corporation ("Subtenant");

W I T N E S S E T H

DEFINITIONS

As used herein, the term:

- A. "Demised Premises" or "Premises" shall mean that certain space comprising approximately 4,602 +/- square feet situated in Landlord's Building, the approximate location and boundaries of which are shown on the attached Exhibit A, and which is known as 1918 Aggie Road, Units 1A, 1B and 1C, Jonesboro, Arkansas.
- B. "Landlord's Building" shall mean the building comprising approximately 5,530 +/- square feet located at 1918 Aggie Road, Jonesboro, Arkansas, and the lot upon which Landlord's Building is located, as depicted on the attached Exhibit A.
- C. "Master Lease" shall mean that Master Lease Agreement dated February 7, 2020, between 1918 Aggie Partners LLC ("Master Landlord") and The Yard Collective LLC, in which Master Landlord leases the Landlord's Building to The Yard Collective LLC upon the terms and conditions stated therein.
- D. "Master Sublease" means that Sublease Agreement dated September 1, 2023, between The Yard Collective LLC and Landlord, in which The Yard Collective LLC leases the Demised Premises to Landlord upon the terms and conditions stated therein.
- E. "Term" shall mean the time period from the Commencement Date to the Expiration Date.
- F. "Commencement Date" shall mean September 1, 2023.
- G. "Expiration Date" shall mean December 16, 2030 (coinciding with the Master Lease), unless sooner terminated as hereinafter provided.
- H. "Fixed Minimum Rent" shall be defined, and shall be payable, as follows:

1. Commencement Date – November 30, 2025	\$5,737.50/month	/	\$68,850.00/year
2. December 1, 2025 – Expiration Date	\$6,311.25/month	/	\$75,735.00/year
- I. "Rent Payment Address" shall mean 1201 Fleming Dr., Jonesboro, AR. 72401, or other address given to Subtenant in writing by Landlord.

- J. "Security Deposit" shall mean the sum of \$0.00.
- K. "Calendar Year" shall mean the period from January 1 to December 31 of any year.
- L. "Permitted Use" shall mean the operation of a restaurant for the purpose of serving food and non-alcoholic drinks, and for no other purpose, without Landlord's consent, which shall not be unreasonably withheld.
- M. "Common Area" shall mean any portion of Landlord's Building not designated as a "Unit" on Exhibit A.
- N. Reserved.
- O. "Notice Address" shall mean:

For Landlord:
 BA Burrito LLC
 Attn: _____

 Jonesboro, Arkansas 72401

With a copy to:

For Subtenant:
 Dream Alive Association
 Attn: _____

 Jonesboro, Arkansas 72401

With a copy to:

Subtenant's Notice Address shall also be Subtenant's billing address unless otherwise stated.

ARTICLE I - DEMISED PREMISES

1.1 DEMISED PREMISES. Subject to the Master Lease and pursuant thereto, for and in consideration of Rent to be paid by Subtenant and of the covenants and agreements herein contained, and other good and valuable consideration, Subtenant does hereby lease from Landlord the Demised Premises. Subtenant's use and occupation of the Demised Premises shall include the non-exclusive use in common with others entitled thereto of the common areas, service roads, loading facilities, sidewalks and parking areas shown and depicted on Exhibit A, and other facilities as may be designated from time to time by Landlord, subject, however, to the terms of this Lease.

ARTICLE II - RENT

2.1 RENT PAYABLE. Subtenant agrees to pay to Landlord for the Demised Premises, the following (collectively referred to as "Rent"): (a) Fixed Minimum Rent; and (b) all additional sums, charges, or amounts of whatever nature ("Additional Rent") to be paid by Subtenant to Landlord in accordance with applicable law, court order or this Lease. Subtenant hereby agrees to pay to Landlord Fixed Minimum Rent, payable on or before the first day of each month in advance, without deduction or set-off except as otherwise provided herein. Payments by mail shall be sent to the Rent Payment Address or at such location as Landlord may designate from time to time. If the Commencement Date occurs on a day other than the first day of a calendar month, Rent for that month shall be prorated based upon the number of days from such date to the first day of the first full calendar month thereafter.

2.2 FINANCIAL INFORMATION. Upon written request, Subtenant shall provide to Landlord, within fourteen (14) days of such request, a copy of its most recent financial statement including both a balance sheet and income statement. Such request may be made by Landlord from time to time during the Term, but not more often than annually.

2.3 PAYMENT OF RENT AND CHARGES. All Rent to be paid by Subtenant shall be paid as provided in this Lease, and the non-payment of any item when due shall constitute an Event of Default under the terms hereof. If Subtenant shall fail to pay any Rent on or before the fifth (5th) day after the due date, then Subtenant shall be assessed a late fee of ten percent (10%) of the amount due. Any unpaid amounts shall also bear interest in the maximum amount allowed by Governing Law. Subtenant shall also pay to Landlord all expenses reasonably incurred in the collection of any such past due amounts, including but not limited to court costs and attorney fees. In the event that any check, bank draft, or other instrument given to Landlord for any payment under this Lease is dishonored for any reason whatsoever not attributable to Landlord, in addition to the aforementioned late fees, Subtenant shall be required to pay an administrative charge to Landlord based on the amount allowed by Governing Law, per event. Nothing in this Section

shall diminish or affect Landlord's rights or remedies pursuant to Article XI of this Lease, or otherwise be deemed to waive the payment of Rent when due under the terms of this Lease.

2.4 SECURITY DEPOSIT. N/A

2.5 LANDLORD'S LIEN. Subtenant grants to Landlord a lien and continuing security interest for all Rent and other obligations of Subtenant under this Lease, upon all goods, wares, equipment, fixtures, furniture, inventory, accounts, contract rights, chattel paper and other personal property of Subtenant in the Demised Premises, and such property shall not be removed from the Demised Premises without the consent of Landlord, except in the ordinary course of business. Upon an event of Default, Landlord shall have, in addition to all other remedies provided in this Lease, all rights and remedies under applicable state law or the Uniform Commercial Code ("UCC") regarding landlord liens, including the right to sell such property at a public or private sale, and Subtenant specifically waives any statutory obligations Landlord may have with regard to such personal property. Subtenant agrees to execute such documents as Landlord requests to perfect the security interest so created, including any UCC financing statements.

2.6 REAL ESTATE TAXES. Landlord is responsible for any Real Estate Taxes under the Master Lease and master Sublease.

2.7 INSURANCE PREMIUMS. Landlord is responsible for any insurance costs associated with the fire and casualty coverage on the Landlord's Building, as required by the Master Lease and Master Sublease.

2.8 COMMON AREA MAINTENANCE CHARGES. Landlord is responsible for the upkeep and repair of all Common Areas under Master Lease and Master Sublease.

ARTICLE III - POSSESSION AND QUIET ENJOYMENT

3.1 LANDLORD'S DELIVERY OF DEMISED PREMISES. Landlord shall have no obligation to grant Subtenant access to the Demised Premises until Landlord has received all of the following:

- This Lease, fully executed by Landlord and Subtenant;
- Copies of Subtenant's certificates of insurance required herein;
- Written evidence that all individually metered public utilities servicing the Demised Premises are in Subtenant's name; and

In the event that Subtenant fails to satisfy each of these requirements prior to the date on which Landlord notifies Subtenant that the Demised Premises is ready for delivery, Landlord shall have the right to notify Subtenant in writing that possession by Subtenant will be deemed to have occurred as of the date on which Landlord would have delivered the Demised Premises to Subtenant, had Subtenant satisfied these requirements.

3.2 QUIET ENJOYMENT. Upon payment by Subtenant of the Rent herein provided, and upon the observance and performance of all the covenants, terms, and conditions on Subtenant's part to be observed and performed, Subtenant shall peaceably and quietly hold and enjoy the Demised Premises for the Term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under Landlord, subject nevertheless to the terms and conditions of this Lease.

ARTICLE IV - SIGNS

4.1 SIGNS. Except with Landlord's prior written consent, Subtenant shall place no signs, advertisements, placards, awnings, curtains, shades, exterior lighting or similar items, on any window or any part of the exterior of the Demised Premises, or in the interior of the Demised Premises if visible from the exterior of the Demised Premises. Subtenant shall not paint any portion of the exterior of the Demised Premises. Subject to applicable sign regulations of any governmental authority, Subtenant shall obtain all required sign permits and install, no later than the date upon which Subtenant opens for business in the Demised Premises, signage in accordance with Subtenant's sign plan which must be submitted to Landlord for prior approval. Subtenant shall be responsible for maintenance, repairs and replacements of said signage and for the repair of any damage to the building attributable to the installation, maintenance, and/or removal of signs. Signs which remain in place on the Demised Premises ten (10) days after the end of the Term or after Subtenant abandons the Demised Premises shall automatically become the property of Landlord and may be removed by Landlord at Subtenant's expense (including the cost of repairs to the interior and exterior of the Demised Premises or Landlord's Building).

4.2 OTHER SIGNS. For so long as Subtenant is not in default under the Lease, Subtenant shall be permitted to install its customary full color signage package on the Landlord's Building according to Landlord's instruction and

approval, in Landlord's absolute discretion, and at Subtenant's sole cost and expense. All of the foregoing shall comply with all applicable governmental laws, ordinances, and regulations, and is subject to the approval of all applicable governmental authorities. Subtenant shall be responsible for all maintenance, repairs and/or replacements of all of the foregoing. Subtenant shall remove all of the foregoing at the expiration or earlier termination of this Lease.

ARTICLE V - USE OF DEMISED PREMISES

5.1 SUBTENANT'S USE. The Demised Premises shall be used by Subtenant solely for the Permitted Use and for no other purpose, and such shall be strictly construed and no use not expressly defined herein shall be permitted. Subtenant's operation in the Demised Premises for the Permitted Use is a material inducement for Landlord's execution of this Lease. Subtenant shall not operate under any other trade name or d/b/a without written permission from Landlord. Subtenant shall not interrupt or disrupt the use or enjoyment of any owner, occupant, Subtenant or Landlord in the Landlord's Building. Subtenant agrees that it will not suffer or permit the Demised Premises to be used for (i) any unlawful or immoral purpose; (ii) any purpose prohibited by zoning or similar laws and regulations, or covenants, conditions, or restrictions of record; nor (iii) the sale or display of items or offering of services which in Landlord's reasonable judgment adversely affect the image of the Landlord's Building. Subtenant shall not permit any article to be brought on or any act to be done on or in the Demised Premises which shall render the Demised Premises or the building of which they are a part uninsurable, nor permit any vibration, noise or noxious odor to emit from the Demised Premises. Subtenant, in the conduct of its business will at its own expense, obtain all occupancy permits for the Demised Premises and will fully and completely comply with all applicable laws, ordinances, rules, and regulations of any and all governmental authorities having jurisdiction of the Landlord's Building or the Demised Premises (including, without limitation, cleanliness, health, safety, occupational, and use laws and regulations), now existing or hereafter adopted, and the requirements of all insurance underwriters and mortgagees or lessors of the Landlord's Building. Subtenant shall pay Landlord's attorney fees for processing any notice of violation of the foregoing, together with interest thereon from the date of such expenditure which shall be deemed Additional Rent and shall be payable by Subtenant to Landlord upon demand. Additionally, Landlord shall have the right to injunctive relief to enforce the terms of this Section.

5.2 UTILITIES. Subtenant agrees to pay for Subtenant's requirements of electric current, gas, sewer, heat, water, and all other utilities and all taxes or charges on such utility services which are used in or attributable to the Demised Premises, including but not limited to all meter connection charges and impact fees. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Demised Premises.

5.3 CONTINUOUS OPERATION. Subtenant agrees that it will open its business in the Demised Premises and will continuously and actively operate and conduct its business in the entire Demised Premises, fully staffed, during the Term of this Lease.

ARTICLE VI - MAINTENANCE

6.1 INITIAL CONDITION. Landlord shall deliver possession of a "shell" building, in normal and satisfactory condition. Subtenant's acceptance of possession of the Demised Premises will constitute Subtenant's agreement that Landlord has complied with this provision and that Subtenant accepts the Demised Premises "as is" in their then present condition.

6.2 ALTERATIONS. Subtenant may, at its expense, make additions to and alterations of and substitutions and replacements for the buildings, structures, or other improvements to the Demised Premises, provided that (i) the market value of the Demised Premises shall not thereby be lessened, (ii) the foregoing actions shall be performed in a good and workmanlike manner, (iii) such additions, alterations, substitutions, and replacements shall be expeditiously completed in compliance with applicable laws, ordinances, orders, rules, regulations, and requirements, and, (iv) Subtenant shall have submitted detailed plans for any such work to Landlord and received Landlord's written approval. All work done in connection with each such addition, alteration, substitution, or replacement shall comply with the requirements of any insurance policy required to be maintained by the Subtenant hereunder. In the case of any demolition of any building, structure, or improvement pursuant to this paragraph 6.2, Subtenant shall, prior to the commencement thereof, furnish Landlord with a surety bond or bonds or other security, acceptable to Landlord, to assure the rebuilding of the building, structure, or improvement to be demolished. Subtenant shall promptly pay all costs and expenses of, and shall procure and pay for, all permits and licenses required in connection with each such addition, alteration, substitution, or replacement, and shall discharge all liens filed against the Demised Premises arising out of the same. Title to all such additions, alterations, substitutions, and replacements shall immediately rest in Landlord, and all thereof shall be part of the Demised Premises.

6.3 LANDLORD'S MAINTENANCE. Unless specifically provided for elsewhere in this Lease, Landlord shall repair the Common Areas as needed, unless such repairs and/or maintenance are the result of the neglect, negligence or intentional act of Subtenant or its agents or employees which, in such event, Subtenant shall be responsible for such maintenance or repair.

6.4 SUBTENANT'S MAINTENANCE. Subtenant acknowledges and agrees that it will, at its expense, repair, keep and maintain the Demised Premises, including any altered, rebuilt, additional, or substituted buildings, structures, and other improvements thereto in good repair and appearance, except for ordinary wear and tear, and will with reasonable promptness notify Landlord of any ordinary or extraordinary repairs of any kind and nature which may be required to be made upon or in connection with the Demised Premises or any part thereof in order to keep and maintain the Demised Premises in such good repair and appearance.

Subtenant shall be responsible for the maintenance, repair, and replacement of all of Subtenant's signs, and all fixtures, appliances, and facilities installed by Subtenant, including the prevention of freezing or overheating. Subtenant, at its expense, shall obtain a service contract for repairs and maintenance of the heating and air conditioning system that conforms to the warranty requirements of said system which shall require, at a minimum, quarterly inspections and maintenance by a licensed service technician.

Subtenant shall keep the interior of the Demised Premises in a clean, orderly, and attractive condition at all times. Subtenant shall not permit the accumulation of garbage, rubbish, or other waste in or around the Demised Premises. Landlord shall have the right, but no obligation, to perform any covenant to be performed by Subtenant hereunder if Subtenant fails or neglects to do so within a reasonable time, not exceeding ten (10) days, (unless such is creating a health or safety hazard and then Landlord shall provide such notice as appropriate in the circumstances) after Landlord has given Subtenant written or telephonic notice specifying Subtenant's failure to do so, and Landlord may charge to Subtenant the reasonable cost and expense thereof, which cost and expense shall be treated as Additional Rent, due and payable upon five (5) days' demand.

6.5 CONDITION OF DEMISED PREMISES AT TERMINATION OR EXPIRATION. At the expiration or earlier termination of the Term of this Lease, Subtenant will quit and surrender the Demised Premises with those portions of the Demised Premises for which Subtenant is responsible for maintaining hereunder in good condition and repair, reasonable wear and tear thereof excepted. All improvements on or in said Demised Premises at the expiration or earlier termination of the Term of this Lease, are deemed a part of the Demised Premises and shall remain upon and be surrendered with the Demised Premises. Subtenant shall deliver all keys and security codes for the Demised Premises to Landlord. Should Subtenant fail to deliver the Demised Premises in such good order, Landlord may perform such restoration or maintenance at Subtenant's sole cost and expense. Should Subtenant fail to remove its furniture and trade fixtures from the Demised Premises prior to the expiration or earlier termination of this Lease, then they shall be considered abandoned and become the property of Landlord, or Landlord may have them removed and disposed of at Subtenant's sole cost and expense, all without notice to Subtenant. All damage done in the course of restoring the Demised Premises or removing any property as aforesaid shall be repaired at Subtenant's sole cost and expense.

6.6 LIENS. Subtenant will not permit or suffer any lien to attach to the Demised Premises or the Landlord's Building, or the interest of Landlord, and nothing contained herein shall be deemed to imply any agreement of Landlord to subject Landlord's interest or estate to any lien. Subtenant covenants and agrees to save and hold harmless Landlord from and against any such lien or claim of lien. In the event that any lien is filed against the Demised Premises or the Landlord's Building, or the interest of Landlord as a result of additions, alterations, repairs, installations, or improvements made by or claimed to have been made by Subtenant or anyone holding any part of the Demised Premises through or under Subtenant, or any other work, act, or failure to act of any of the foregoing, Subtenant shall fully pay or discharge the same within ten (10) days from the filing thereof. If Subtenant fails to so discharge any such lien by payment, bond, or court order, Landlord, at its option, in addition to all other rights and remedies provided in this Lease, may bond said lien or claim (or pay off said lien or claim if it cannot with reasonable effort be bonded) without inquiring into the validity thereof, for the account of Subtenant, and all expenses incurred by Landlord in so discharging said lien (including the cost of any bond and any costs paid to the bonding agency, plus any interest imputed during the time in which the bond is in force) shall be paid by Subtenant to Landlord as Additional Rent upon demand.

6.7 HAZARDOUS MATERIALS. Subtenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises or Landlord's Building, or any part thereof, any asbestos or any flammable, explosive, radioactive, hazardous, toxic, contaminating, or polluting matter, waste, oil or substance, or related injurious materials or waste, whether injurious by themselves or in combination with other materials (collectively "Hazardous Materials"). Further, Landlord or Subtenant shall not use, generate, manufacture, produce, store, treat, dispose, or permit the escape on, under, about, or from the Demised Premises or Landlord's Building any material, substance, or chemical which is regulated by any federal, state, or local law, rule, ordinance, or regulation (collectively "Regulated Materials"). Notwithstanding the foregoing, in the event Subtenant's use of the Demised Premises reasonably requires the use and/or storage of any Hazardous Materials and/or Regulated Materials on, under, or about the Demised Premises, Subtenant shall comply with all laws, rules, regulations, statutes, and ordinances with respect to such use and storage, including, without limitation, the removal and disposal of such Hazardous Materials and/or Regulated Materials, and the regular frequent maintenance of the systems using such

Hazardous Materials and/or Regulated Materials and the disposal thereof, and to provide evidence of such maintenance or disposal upon request of Landlord. In the event any of the equipment serving the Demised Premises, such as, but not limited to, refrigerators, air conditioning systems, and supplemental HVAC systems utilizes refrigerants containing chlorofluorocarbons ("CFCs"), Subtenant shall be responsible for compliance with all laws, rules, regulations, statutes, and ordinances with respect to such equipment and/or the use of CFCs, which may include the removal and disposal of such equipment. Landlord shall have the right but not the obligation to perform, or have performed on its behalf, an environmental audit and inspection of the Demised Premises and/or Landlord's Building, including but not limited to the taking of soil, ground water, and other samples.

Subtenant shall defend, indemnify, protect, and hold Landlord and each of Landlord's members, employees, agents, attorneys, successors, and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including reasonable attorney fees) for death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by: (1) the presence in, on, under, or about the Demised Premises, or discharge in or from the Demised Premises, of any Hazardous Materials and/or Regulated Materials; or (2) Subtenant's failure to comply with any federal, state, county, municipal, local, or other law, rule, ordinance, or regulation now or hereafter in effect relating to the industrial hygiene, environmental protection, use, analysis, generation, manufacture, purchase, transportation, storage, removal, or disposal of Hazardous Materials and/or Regulated Materials.

Subtenant's obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, all reasonable costs of any required or necessary testing, repair, cleanup, removal, detoxification or decontamination, the preparation and implementation of any closure, remedial action, site assessment costs, or other required plans in connection therewith. In addition, upon receipt of written request from Landlord at any time during the Term of the Lease, Subtenant shall execute affidavits, representations, and any other similar documents regarding the presence of Hazardous Materials and/or Regulated Materials in, on, under, or about the Demised Premises. Further, Subtenant's obligations under this Section shall survive the expiration or earlier termination of this Lease. For purposes of this Section, any acts or omissions by employees, agents, assignees, contractors, or subcontractors of Subtenant or others acting for or on behalf of Subtenant (whether or not they are negligent, intentional, willful, or unlawful), will be strictly attributable to Subtenant.

ARTICLE VII - INSURANCE

7.1 SUBTENANT'S INSURANCE. At all times during the Term, Subtenant shall keep in force at its own expense, with insurance carrier(s) having an A.M. Best rating or its equivalent of A-VIII or better, the following:

(a) **Subtenant's Property Insurance.** Special Form (All Risk) insurance in an amount at least equal to the full replacement cost of Subtenant's contents and Subtenant's betterments, improvements, Permanent Improvements, equipment, and fixtures in or to the Demised Premises.

(b) **Subtenant's Business Interruption / Loss of Income Insurance.** Subtenant shall carry Business Interruption / Loss of Income Insurance as part of its insurance obligation under this Lease.

(c) **Subtenant's Liability Insurance.** Commercial General Liability insurance Form insuring the Demised Premises, and any other portions of the Landlord's Building used by Subtenant, with limits no less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate with respect to bodily injury and property damage, including contractual liability, and \$200,000.00 with respect to damage to property (fire legal liability). If Subtenant sells alcoholic beverages for on-premises consumption, Subtenant must have no less than \$1,000,000.00 of liquor liability insurance. The aggregate limit may be satisfied through a combination of primary and umbrella/excess liability insurance. If Subtenant has multiple locations, such insurance shall also provide that the general aggregate limits apply separately to each insured location. Subtenant will name Landlord as "Additional Insured," and include endorsements to the effect that the insurer agrees to notify Landlord of any cancellation thereof by providing no less than thirty (30) days' prior written notice of cancellation.

7.2 SUBTENANT'S CONTRACTOR'S INSURANCE. Subtenant shall require any contractor performing work on the Demised Premises to carry and maintain, at no expense to the Landlord:

(d) **Comprehensive General Liability insurance,** including contractor's liability coverage, contractual liability coverage, broad form property damage endorsement and contractor's protective liability coverage, providing protection with limits not less than \$1,000,000.00 per occurrence; and

(e) **Workers Compensation or similar insurance** in amounts required by Governing Law.

7.3 SUBTENANT-CAUSED INCREASE IN INSURANCE COSTS. Subtenant agrees that it will not keep, use, sell or offer for sale in or upon the Demised Premises any article which may be prohibited by the standard form of property insurance. Subtenant agrees to pay, on ten (10) days written demand, and as Additional Rent, any increase in Landlord's premiums for property and liability insurance, boiler and loss of rents that may be charged during the Term of this Lease as a result of such actions.

7.4 EVIDENCE OF COVERAGE. Subtenant will furnish to Landlord copies of Evidence of Property Coverage (Acord 28) and Certificate of Liability Insurance (Acord 25), or their current equivalent, evidencing coverages required by this Lease and evidence of payment of the premiums therefor as Landlord may request. If Acord forms are not available, a similar Marsh form will be accepted. If Subtenant fails to furnish Landlord with such forms upon Landlord's request, Landlord will have the right but not the obligation to obtain such policy for Subtenant and demand payment as Additional Rent.

7.5 MUTUAL RELEASE; WAIVER OF SUBROGATION. Landlord and Subtenant each hereby waives any and every claim for recovery from the other for any and all loss of or damage to the Landlord's Building or Demised Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, it being understood and agreed that the foregoing waiver shall also apply to the deductible under any such policy. Landlord waives any and every claim against Subtenant for any and all loss of or damage to the Landlord's Building or the Demised Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Landlord by this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. Subtenant waives any and every claim against Landlord for any and all loss of or damage to the Landlord's Building or the Demised Premises or the contents thereof which would have been covered had the insurance policies required to be maintained by Subtenant by this Lease been in force, to the extent that such loss or damage would have been recoverable under such insurance policies. In that this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Landlord and Subtenant each agrees to give to each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

7.6 INDEMNIFICATION BY SUBTENANT. Subtenant agrees to indemnify and hold Landlord and Landlord's members, employees, agents, attorneys, successors, and assigns harmless from all losses, claims, (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Subtenant or Subtenant's agents, employees, assignees, sublessees, contractors, customers or invitees, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Demised Premises or on the sidewalks adjacent thereto.

ARTICLE VIII - DAMAGE

8.1 DAMAGE TO PERSONAL PROPERTY. All personal property, fixtures, goods, wares, and merchandise in or about the Demised Premises or the Landlord's Building shall be and remain at Subtenant's sole risk. Landlord shall not be responsible or liable to Subtenant or others for any damage to, or loss of such personal property, improvements, fixtures, goods, wares, or merchandise, theft, or personal injury that may be occasioned by the acts or omissions or negligence of any other Subtenant or any persons occupying any space adjacent to the Demised Premises, or their agents, customers or invitees, or for any loss or damage resulting to Subtenant or its property from leaking, bursting, or other malfunction of pipes, water, gas, steam, fire, sewer, electricity, wind, snow or ice, loss of heating or cooling and the like or from the bursting, overflowing, or leaking of the roof or downspouts, or lack of any utility to the Demised Premises, or for any reason whatsoever even if the Landlord's Building is located in a flood zone or other hazardous area, nor shall Landlord be liable for any injury to the person of Subtenant or other persons in or about said Demised Premises – except to the extent Landlord's negligent acts or omissions, or willful misconduct, caused or contributed to such damage, loss or claim; Subtenant expressly agrees to indemnify and save Landlord harmless in all such cases and for any damage to any property of Landlord or others caused by the negligence of Subtenant, Subtenant's agents, customers, invitees, or employees except to the extent Landlord's negligent acts or omissions, or willful misconduct, caused or contributed to the cause of such damage. Further, to the maximum extent this agreement may be effective according to law, Subtenant agrees that Landlord shall not be responsible or liable to Subtenant, or those claiming by, through, or under Subtenant for any loss or damage described in this Section, except to the extent of Landlord's negligence or willful misconduct.

8.2 DAMAGE TO REAL PROPERTY. Landlord will maintain fire and extended coverage insurance on the Landlord's Building. If the building housing the Demised Premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but is not rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired, and Rent shall not

be abated or reduced. If by reason of such occurrence, the Demised Premises shall be rendered untenantable only in part, Landlord shall promptly, at its own expense, cause the damage to be repaired, and the Fixed Minimum Rent, shall be reduced proportionately during such period of untenability. If the Demised Premises shall be rendered totally untenantable by reason of such occurrence, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the Fixed Minimum Rent shall abate wholly during the period of such untenability. Notwithstanding the foregoing, Landlord may terminate this Lease by giving Subtenant written notice within ninety (90) days after such damage makes the Demised Premises untenantable, and any unearned rent and deposits, if applicable, shall be apportioned and returned to Subtenant, if (a) the damage results from a cause not insured; or (b) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for the repair and restoration of the Demised Premises, or if Landlord's mortgagee or the applicable governmental authorities refuse to give their approval and consent to the repair and restoration; or (c) this Lease is in the last twenty-four (24) months of the term. Any such termination shall not affect any rights accrued to Landlord because of prior defaults by Subtenant. If Landlord does not elect to terminate this Lease, then the Lease shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair the damage. In all instances, Landlord shall restore the building which houses the Demised Premises and common areas adjoining the Demised Premises, and that portion of the Demised Premises which Landlord is required to maintain pursuant to this Lease, to the condition they were in prior to the damage. Landlord shall have no responsibility to repair or restore any portion of the Demised Premises required to be insured by Subtenant under Article VII, and Subtenant shall have ninety (90) days after delivery of access to Subtenant by Landlord to complete its rebuilding or repairing in accordance with plans to be approved by Landlord before the commencement of construction. During the course of any such repairs, Landlord shall be entitled to use of the common areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate, provided Landlord provides adequate access and parking on a temporary basis which is in keeping with all fire and safety codes or other regulation applicable to the Demised Premises. Notwithstanding the foregoing, Landlord or Subtenant may terminate this Lease by giving the other written notice within ninety (90) days after any such damage makes the Demised Premises untenantable, in whole or in part, and any unearned rent and deposits, if applicable, shall be apportioned and returned to Subtenant, if (a) the damage results from a cause not insured; or (b) the cost of repair or restoration exceeds the amount of insurance proceeds received by Landlord and available for the repair and restoration of the Demised Premises, or (c) Landlord's mortgagee or the applicable governmental authorities refuse to give their approval and consent to the repair and restoration; or (d) this Lease is in the last twenty-four (24) months of the term. Any such termination shall not affect any rights accrued to Landlord because of prior defaults by Subtenant.

If neither Landlord nor Subtenant elects to terminate this Lease, then the Lease shall remain in full force and effect and Subtenant shall proceed with all reasonable diligence to repair the damage. In all instances, Subtenant shall restore the building which houses the Demised Premises, and that portion of the Demised Premises which Landlord is required to maintain pursuant to this Lease, to the condition they were in prior to the damage. Landlord shall have no responsibility to repair or restore any portion of the Demised Premises required to be insured by Subtenant under Article VII, and Subtenant shall have ninety (90) days after delivery of access to Subtenant by Landlord to complete its rebuilding or repairing in accordance with plans to be approved by Landlord before the commencement of construction.

During the course of any such repairs, Landlord shall be entitled to reasonable use of all areas for storage of materials and staging of any appropriate work, including such temporary denial of pedestrian or vehicular access as is necessary or appropriate, provided Landlord provides adequate access and parking on a temporary basis which is in keeping with all fire and safety codes or other regulation applicable to the Demised Premises.

ARTICLE IX - CONDEMNATION

9.1 CONDEMNATION. In the event that any portion of the Demised Premises shall be taken or condemned for public use, Landlord shall to the extent of the condemnation award available to Landlord, rebuild, restore or repair the remaining portion thereof, and the Fixed Minimum Rent provided for under the provisions of this Lease shall be reduced in the proportion which the actual floor area of the Demised Premises taken bears to the entire floor area of the Demised Premises.

However, in the event that twenty-five percent (25%) or more of the total floor area of the Demised Premises shall be so taken, either Subtenant or Landlord may terminate this Lease by serving upon the other party a written notice of its intention to do so within thirty (30) days after the condemnation judgment shall be entered, in which event Landlord shall not be required to restore or rebuild the Demised Premises.

Subtenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have the right to make its own claim based on the condemnation of the Demised Premises or the improvements thereto or of Subtenant's leasehold interest therein. Landlord's obligation to restore the Demised Premises shall be limited, in any event, to the building, store front (other than Subtenant decoration or modification thereof), and interior structural work existing as of

the Commencement Date of the Lease, and in no event shall include restoration of any Subtenant improvements in or about the Demised Premises.

ARTICLE X - ASSIGNMENT AND SUBLETTING; TRANSFER

10.1 SUBTENANT ASSIGNMENT. Subtenant shall not assign, transfer, encumber, or sublease this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This prohibition includes, without limitation, any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer, or other change of ownership or management control of Subtenant's corporate, partnership, or proprietary structure. Consent by Landlord to one assignment or subletting of the Demised Premises shall not constitute a waiver of Landlord's rights hereunder. Any assignment or subletting, notwithstanding Landlord's consent, shall not in any manner release Subtenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications. In the event of any assignment or sublease, the assignee or sublessee shall not be entitled to exercise any remaining renewal options. The acceptance of any Rent by Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by Landlord. Subtenant shall have no right to any Rent paid by any Subtenant or assignee. If Landlord approves of any assignment or subletting as herein provided, all Rent shall be paid directly to Landlord. A violation of this Section shall negate any of Landlord's obligations related to any exclusive use granted to Subtenant or restrictions on use applicable to Landlord or the Landlord's Building.

10.2 BANKRUPTCY OF SUBTENANT. Neither Subtenant's interest in this Lease, nor any estate thereby created in Subtenant nor any interest herein or therein, shall pass to any trustee, except as may be specifically provided pursuant to 11 U.S.C. Section 101, et seq. (the "Bankruptcy Code"), or to any receiver or assignee for the benefit of creditors or otherwise by operation of law except as may be specifically provided pursuant to the Bankruptcy Code. Notwithstanding the foregoing, to the extent that this Section is in conflict with the Bankruptcy Code, the Bankruptcy Code shall prevail. The following terms and conditions shall apply in the event of a bankruptcy filing, whether voluntary or involuntary:

(a) Upon the filing of a petition by or against Subtenant under the Bankruptcy Code, Subtenant, as debtor and as debtor in possession, and any trustee who may be appointed, agree as follows: (i) to perform each and every obligation of Subtenant under this Lease, including, but not limited to, the manner of use and operation as provided in this Lease, until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; (ii) to pay monthly in advance on the first day of each month, as reasonable compensation for use and occupancy of the Demised Premises, an amount equal to the monthly installment of Fixed Minimum Rent and Additional Rent otherwise due pursuant to this Lease; (iii) to reject or assume this Lease within sixty (60) days of the appointment of such trustee under Chapter 7 of the Bankruptcy Code or within one hundred twenty (120) days (or such shorter term as Landlord, in its sole discretion, may deem reasonable, so long as notice of such period is given) of the filing of a petition under any other Chapter of the Bankruptcy Code; (iv) to give Landlord at least forty-five (45) days' prior written notice of any proceeding related to any assumption of this Lease; (v) to give at least thirty (30) days' prior written notice of any abandonment of the Demised Premises, with any such abandonment to be deemed a rejection of this Lease and an abandonment of any property not previously removed from the Demised Premises; (vi) to do all other things of benefit to Landlord otherwise required under the Bankruptcy Code; (vii) to be deemed to have rejected this Lease in the event of the failure to comply with any of the above; and (viii) to have consented to the entry of an order by an appropriate United States Bankruptcy Court providing all of the above, waiving notice and hearing of entry of same.

(b) No default of this Lease by Subtenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord. It is understood and agreed that this is a lease of real property in a shopping center and that, therefor, Section 365(b)(3) of the Bankruptcy Code is applicable to any proposed assumption of this Lease in a bankruptcy case. Included within and in addition to any other conditions or obligations imposed upon Subtenant or its successor in the event of assumption and/or assignments are the following: (i) the cure of any monetary defaults and the reimbursement of any pecuniary loss immediately upon entry of a court order providing for assumption and/or assignment; (ii) the deposit of a sum equal to three (3) months' rent to be held by Landlord as a Security Deposit; (iii) that the use of the Demised Premises remain as set forth herein and the quality, quantity and/or lines of merchandise of any goods or services required to be offered for sale remain unchanged; (iv) that debtor, debtor in possession, trustee, or assignee of such entity demonstrates in writing that it has sufficient background including, but not limited to, adequate retailing (and/or that the debtor, debtor in possession, trustee or assignee employs someone with such qualifications to manage said business) experience in shopping centers of comparable size and financial ability to operate a retail establishment of the Demised Premises in the manner contemplated in this Lease, and meets all other reasonable criteria of Landlord as did Subtenant upon execution of this Lease; (v) that the Demised Premises, at all time, remain a single store and no physical changes of any kind may be made to the Demised Premises unless in compliance with the applicable provisions of this Lease, and (vi) that Subtenant shall pay any and all costs and expenses (including but not limited to reasonable attorneys' fees and

disbursements and expert witness fees) incurred by Landlord in connection with any such filing of petition by or against Subtenant under the Bankruptcy Code.

(c) If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other consideration payable or otherwise delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute the property of Subtenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord upon the receipt thereof by Subtenant or any Trustee shall be held in trust for the benefit of Landlord and shall be promptly paid to Landlord upon entry of an appropriate order of the United States Bankruptcy Court.

ARTICLE XI - DEFAULT AND RE-ENTRY

11.1 EVENT OF DEFAULT. The occurrence of any one of the following events shall be an event of default ("Event of Default") under this Lease:

(a) Subtenant shall fail to pay any Fixed Minimum Rent, Additional Rent or other sum of money when due hereunder, after a five (5) day grace period thereafter provided, however, that if Subtenant shall fail to pay any Fixed Minimum Rent, Additional Rent or other sum of money when due hereunder two (2) times in any Calendar Year, then notwithstanding that such defaults have been cured by Subtenant, any further similar failure shall be deemed an Event of Default without notice or opportunity to cure;

(b) Subtenant shall fail to perform or observe any term, condition, covenant or agreement of this Lease [other than a failure to timely pay Fixed Minimum Rent, Additional Rent or other charges] and Subtenant shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord but if such failure is of a nature that it cannot be cured within such thirty (30) day period, Subtenant shall not have committed an Event of Default if Subtenant commences the curing of the failure within such thirty (30) day period and thereafter diligently pursues the curing of same and completes such cure within sixty (60) days; provided, however, that if Subtenant shall fail to perform or observe any term, condition, covenant, or agreement of this Lease two (2) or more times in any Calendar Year, then notwithstanding that such defaults have been cured by Subtenant, any further similar failure shall be deemed an Event of Default without notice or opportunity to cure;

(c) Subtenant shall become insolvent, shall admit in writing its inability to pay its debts when due, shall make a transfer in fraud of its creditors, shall make an assignment or arrangement for the benefit of creditors, or all or substantially all of Subtenant's assets or Subtenant's interest in this Lease are levied on by execution or other legal process;

(d) A receiver or trustee shall be appointed for all or substantially all the assets of Subtenant or for Subtenant's interest in this Lease;

(e) The filing by Subtenant or any other person of any petition or answer seeking any reorganization, liquidation, arrangement, readjustment or similar relief for Subtenant under any present or future federal, state or other statute and the failure of Subtenant to secure a dismissal thereof within ninety (90) days; provided, however, that in the event Landlord shall not be permitted to terminate this Lease because of the provisions of the Bankruptcy Code, then Subtenant, as debtor-in-possession, or any trustee, receiver or liquidator appointed for Subtenant's benefit, must provide adequate assurance of performance of the terms of this Lease, which shall include, without limitation, adequate assurance: (i) of the source of Rent reserved hereunder; (ii) that the assumption of this Lease will not breach any provision hereunder; (iii) that any assumption or assignment of this Lease will not breach any provision such as the radius, location, use or exclusivity provisions in this or any other lease, finance agreement or master agreement relating to the other property owned by Landlord under any circumstances, as the use provision of this Lease is the equivalent of a covenant running with the land and as such, may not be changed by the state of bankruptcy of Subtenant; and (iv) that the assumption or assignment of this Lease will not unreasonably disrupt any Subtenant mix or balance of other property owned by Landlord, and if the trustee does not cure such defaults and provide such adequate assurances under the Bankruptcy Code within the applicable time periods provided by the Bankruptcy Code, then this Lease shall be deemed rejected and Landlord shall have the right to immediate possession of the Demised Premises and shall be entitled to all remedies provided by the Bankruptcy Code for damages for breach and/or termination of this Lease; or

(f) Subtenant shall default in the timely payment or performance of any covenant or obligation now or hereafter owed to Landlord in connection with any other lease, contract, instrument, agreement or other arrangement (other than this Lease).

11.2 LANDLORD'S REMEDIES. The various rights, elections, and remedies of Landlord contained in this Lease are cumulative and not exclusive of any other rights, elections, or remedies available to Landlord, whether available under this Lease or at law or in equity. Upon the occurrence of any Event of Default by Subtenant after any applicable written notice described above, or if not described above, as provided or allowed by Governing Law, Landlord shall have the option, without any other notice to Subtenant (except as expressly provided below) and with or without judicial process, to pursue any one or more of the following remedies:

(a) Landlord may perform, on behalf of and at the expense of Subtenant, any obligation of Subtenant under this Lease which Subtenant has failed to perform, and the cost of which performance by Landlord, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Subtenant to Landlord upon demand;

(b) Landlord may, without terminating this Lease, by summary proceedings or otherwise, re-enter the Demised Premises and may remove Subtenant and all other persons and property from the Demised Premises, and Subtenant shall have no further claim or right hereunder, but Subtenant shall remain liable for all obligations arising during the balance of the Term as if this Lease had remained in full force and effect. Subtenant waives notice or demand required by Governing Law, including any statutory notices to pay or quit or similar notices or institution of legal proceedings and any right of redemption, re-entry, or repossession. No re-entry or commencement of any action for re-entry shall be construed as an election to terminate this Lease or shall absolve or release Subtenant from any of its obligations for the remainder of the Term;

(c) Landlord may, without terminating this Lease, re-enter the Demised Premises pursuant to any means available under this Lease or under Governing Law, and make alterations or repairs, and relet said Demised Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term of this Lease), without advertisement, by private negotiation, and upon any such commercially reasonable terms and conditions as Landlord may deem advisable. Upon each such reletting, all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Subtenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney fees and the costs of any alterations and repairs; and the residue, if any, shall be applied in payment of Rent and other charges due and unpaid hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Subtenant hereunder, Subtenant shall pay such deficiency to Landlord; if such rentals and the sums shall be more, Subtenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Demised Premises by Landlord shall be construed as a termination of this Lease, unless a written notice of such is given to Subtenant, or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach;

(d) Landlord may terminate this Lease, upon written notice to Subtenant;

(e) In exercising any of the above remedies, Landlord may remove Subtenant's property from the Demised Premises and store the same at Subtenant's expense and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Landlord may also sell such property at a public or private sale, with the proceeds being applied to the costs of sale and storage, Landlord's reasonable attorney fees, amounts owed to Landlord under this Lease, and with any surplus paid to Subtenant, in that order. Subtenant waives any rights to re-enter the Demised Premises and any rights of redemption; or

(f) Landlord may exercise any other legal or equitable right or remedy it may have under Governing Law.

Landlord's pursuit of any remedy specified in this Lease will not constitute an election to pursue that remedy only, nor preclude Landlord for pursuing any other remedy available at law or in equity, nor constitute a forfeiture or waiver of any Rent or other amount due to Landlord. Notwithstanding the provisions of Section 11.1 above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in Section 11.2(a) without any notice to Subtenant if the unperformed obligation of Subtenant constitutes an emergency.

11.3 DAMAGES. If this Lease is terminated by Landlord pursuant to Section 11.2, Landlord will be entitled to recover all unpaid Rents that have accrued through the date of termination plus the costs for performing any of Subtenant's obligations (other than the payment of Rent) that should have been but were not satisfied as of the date of such termination. In addition, Landlord will be entitled to recover, not as Rent or a penalty but as compensation for Landlord's loss of the benefit of its bargain with Subtenant, the difference between (i) an amount equal to the present value of the Rent and other sums that this Lease provides Subtenant will pay for the remainder of the Term, and (ii) the

present value (calculated using a commercially reasonable discount rate) of the net future rentals for such period that will be or with reasonable efforts could be collected by Landlord by reletting the Demised Premises.

11.4 EXPENSES PRIOR TO RELETTING. After an Event of Default by Subtenant, Landlord may recover from Subtenant from time to time and Subtenant shall pay to Landlord upon demand, whether or not Landlord has relet the Demised Premises or terminated the Lease, (i) such expenses as Landlord may incur in recovering possession of the Demised Premises, terminating this Lease, placing the Demised Premises in good order and condition and altering or repairing the same for reletting; (ii) all other costs and expenses (including brokerage commissions and legal fees) paid or incurred by Landlord in exercising any remedy or as a result of the Event of Default by Subtenant; and (iii) any other amount necessary to compensate Landlord for all the detriment approximately caused by Subtenant's failure to perform Subtenant's obligations under this Lease of which in the ordinary course of things would be likely to result from such failure.

11.5 DIVISIBLE NATURE OF CONTRACT. For the purposes of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract to the end that successive actions may be maintained and successive periodic sums shall mature and become due hereunder, and the failure to include in any suit or action any sum then matured shall not be a bar to the maintenance of any suit or action for the recovery of the sum or sums so omitted.

11.6 MITIGATION OF DAMAGES. This Article 11 shall be enforceable to the maximum extent not prohibited by Governing Law, and the unenforceability of any provision in this Article shall not render any other provision unenforceable. Notwithstanding any other provision herein to the contrary, Landlord shall at all times undertake reasonable efforts to mitigate its damages. In no event shall either party be liable for consequential or punitive damages as a result of a breach or default under or otherwise in connection with this Lease. For purposes of the immediately preceding sentence, "reasonable efforts to mitigate" shall include (i) listing the Demised Premises for re-letting with a real estate broker licensed as such in the State in which the Demised Premises is located, (ii) cooperating with such listing broker, including, without limitation, providing such broker with information respecting any inquiries made with respect to leasing space in the Demised Premises, and (iii) considering in good faith any offers received with respect to re-letting the Demised Premises. Landlord will not be obligated to prefer the Demised Premises over other available space owned by Landlord, but Landlord similarly will not give preferential treatment to other space over the Demised Premises.

11.7 WAIVER OF CERTAIN RIGHTS. Landlord and Subtenant hereby mutually waive all rights to request a jury trial in any action, proceeding, or counterclaim arising out of this Lease. Subtenant further agrees that, in the event Landlord commences any summary proceeding for non-payment of Rent or possession of the Demised Premises, Subtenant will not, subject to Governing Law, interpose and hereby waives all right to interpose any non-compulsory counterclaim of whatever nature in any such proceeding. Subtenant waives any right to seek damages, other than injunctive relief, in relation to the reasonableness of Landlord's discretion. Subtenant further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

ARTICLE XII - INSPECTION

12.1 LANDLORD'S INSPECTION RIGHTS. Landlord shall have the right at all reasonable times to enter upon the Demised Premises to inspect and make repairs as required hereunder, or to bring potential purchasers or mortgagees into the Demised Premises. During the last six (6) months of the Term, Landlord shall have the right to bring prospective Subtenants into the Demised Premises, and display "For Rent" signs advertising the Premises to be available for rent.

ARTICLE XIII - SUBORDINATION AND ESTOPPEL

13.1 SUBORDINATION. The rights of Subtenant under this Lease shall be subordinate to the lien and terms and conditions of the instrument or the lien resulting from any other method of financing or refinancing now or hereafter in force against the real estate and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon the real estate of which the Demised Premises are a part.

In addition, if the interest of Landlord in the Demised Premises shall be transferred to and owned by the holder of any deed of trust or mortgage ("Lender") by reason of foreclosure or any other manner, Subtenant shall be bound to Lender under all of the terms of the Lease, with the same force and effect as if the Lender were the original landlord under the Lease. Subtenant does hereby attorn to (a) the Lender as its landlord when the Lender is in possession of the Demised Premises, (b) a receiver appointed in any action or proceeding to foreclose the deed of trust or mortgage, (c) any party acquiring title to the Demised Premises, and (d) any successor to Landlord; said attornment to be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon such successor succeeding to the interest of Landlord in the Demised Premises. The respective rights and obligations of Subtenant and Lender upon such attornment, to the extent of the then-remaining balance of the Term of the Lease and any such extensions and renewals, shall be the same as set forth herein.

The provisions of this Section shall be self-operative. Subtenant, however, upon the request of any Lender or Landlord, shall execute, within fifteen (15) days after such request, instruments in confirmation of the foregoing provisions of this Section, in the form requested by any such Lender or Landlord. Any Subtenant requested modifications to such form shall be at the sole expense of Subtenant. In the event Subtenant fails to execute any such instrument within fifteen (15) days after such request, Subtenant hereby irrevocably constitutes and appoints Landlord as its agent and attorney-in-fact to execute, deliver, and record such instrument or other evidence of this subordination.

If Lender shall succeed to the interest of Landlord under this Lease, Lender shall not be (i) liable for any act or omission of any prior landlord (including Landlord), (ii) subject to any offsets or defenses which Subtenant might have against any prior landlord (including Landlord), (iii) bound by any Fixed Minimum Rent or Additional Rent which Subtenant might have paid for more than one month in advance to any prior landlord (including Landlord), (iv) bound by any amendment or modification of the Lease made without Lender's consent, (v) be responsible for any Security Deposit not actually transferred and received by Lender, or (vi) bound to Subtenant beyond the date on which it shall transfer title to the Demised Premises to a third party.

13.2 ESTOPPEL. Subtenant agrees within fifteen (15) days after written request, to execute, and deliver to Landlord and/or Landlord's designee a certificate evidencing whether or not: (i) this Lease is in full force and effect; (ii) this Lease has been amended in any way; (iii) there are any existing defaults by Landlord hereunder and specifying the nature of such defaults, if any; (iv) Landlord has performed all improvements or other work, if any, required under this Lease; (v) the date to which Rent has been paid; (vi) there is any Security Deposit held by Landlord and the amount thereof, if any; and (vii) the address to which notices are to be given to Subtenant. Landlord and Subtenant acknowledge that estoppel certificates which may be requested by either party hereafter may contain more or less information than set forth above.

13.3 RECORDING. Landlord and Subtenant agree that neither this Lease nor any redacted version thereof, including any a short form lease or memorandum of lease, shall be executed or recorded in the real estate records of the jurisdiction where the Demised Premises is located.

ARTICLE XIV - GENERAL PROVISIONS

14.1 RELATIONSHIP OF PARTIES. Anything in this Lease to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner of, or engaged in a joint venture with, or be an associate of Subtenant for any purpose whatsoever; nor shall Landlord be liable for any debts incurred by Subtenant in the conduct of its business or otherwise. Nothing contained in this Lease shall be deemed or construed to confer upon Landlord any interest in the business of Subtenant. The relationship of the parties during the Term of this Lease shall at all times be only that of landlord and Subtenant.

14.2 RULES AND REGULATIONS. Subtenant agrees to comply with and observe the rules and regulations attached to this Lease as **Exhibit B** which are incorporated herein by reference. Subtenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if such rules and regulations were contained herein as covenants.

14.3 TRANSFER OF LANDLORD'S INTEREST and limitation of liability. In the event of the sale or other transfer of Landlord's right, title and interest in the Demised Premises or the portion of the Demised Premises which includes the Demised Premises, other than a transfer for security purposes only, Landlord shall be released from all subsequent liability and obligations hereunder; provided, however, that any funds in the hands of Landlord at the time of such transfer, in which Subtenant has an interest, shall be turned over to the transferee and any amounts then due and payable to Subtenant by Landlord under any provisions of this Lease shall be paid to Subtenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during their respective successive periods of ownership. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential damages or special damages; and all liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Demised Premises existing at the time any such liability is adjudicated in a proceeding as to which the judgment adjudicating such liability is non-appealable and not subject to further review.

14.4 BROKERS. Each of the parties represents and warrants that it has engaged no broker and that no other claims for brokerage commissions or finder's fees will arise in connection with the execution of this Lease. Each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from any such claim arising on account of its acts or omissions (including, without limitation the cost of attorney fees in connection therewith).

14.5 HOLDING OVER. In the event that Subtenant shall hold over after the expiration of this Lease for any reason, the tenancy thereafter shall be month-to-month, and shall be governed by the terms of this Lease; except as to the monthly Fixed Minimum Rent which shall be two (2) times the monthly average Fixed Minimum Rent that was payable

during the last full twelve (12) month period of this Lease, and any exclusive use granted to Subtenant or restrictions on use applicable to Landlord or the Demised Premises shall be null and void; and provided, thereafter, in all cases, thirty (30) days' written notice shall be required to terminate such tenancy. Nothing in this Section shall be deemed, interpreted, or construed as Landlord's consent to any such holding over.

14.6 INDEPENDENT COVENANTS. Subtenant shall not for any reason withhold or reduce Subtenant's required payments of Rent or other charges provided in this Lease, it being agreed that the obligations of Landlord under this Lease are independent of Subtenant's obligations except as may be otherwise expressly provided. The immediately preceding sentence shall not be deemed to deny Subtenant the ability of pursuing all rights expressly granted it under this Lease or at law.

14.7 NOTICE. All notices given or required to be given by Subtenant or Landlord must be delivered by a nationally-recognized overnight courier service or by registered or certified mail - return receipt requested, postage prepaid (or equivalent), to the Notice Address. Such address may be changed from time to time by written notice. Any notice shall be deemed given as of the date of delivery or refusal to accept delivery, as evidenced by the receipt provided by the carrier. Failure of effective notice to any party, person or entity listed in the Subtenant Notice Address shall not have any effect on the notice or effective date thereof for other parties, persons or entities.

14.8 ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES. It is understood and agreed that this Lease and the exhibits, addenda, and riders attached hereto contain the entire agreement between the parties and shall not be modified except in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by, the parties hereto, their heirs, executors, administrators, successors, and assigns and are not intended to confer any rights or remedies, hereunder to any third party.

14.9 FORCE MAJEURE. In the event that Landlord or Subtenant shall be delayed or hindered in or prevented from doing or performing any act required in this Lease by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, delays attributable to the other party, or other causes beyond the reasonable control of the party, then said party shall not be liable or responsible for any such delays, and the doing or performing of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, neither party shall be relieved of the obligation to timely and promptly pay any monetary obligation as may be required hereunder or otherwise under the law, this provision being intended to excuse only applicable delays in the performance of non-monetary obligations only.

14.10 LANGUAGE. Feminine, neutral, and masculine pronouns, the plural and the singular, and words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange. The headings, titles, and captions contained herein are for convenience and reference only, and shall not be deemed to explain, modify, amplify, expand, limit, or define the terms and provisions of this Lease. In any leap year, February 28th shall be deemed February 29th for purposes of Expiration Date, Term and Rent.

14.11 EFFECTIVE DATE. This Lease shall be effective as of the Effective Date.

14.12 GOVERNING LAW. This Lease shall be governed and construed under the laws of the State in which the Demised Premises is located and any applicable federal law ("Governing Law"). If Subtenant is not an individual, Subtenant represents and warrants that throughout the Term of this Lease, Subtenant is and shall be a valid legal entity, duly licensed to do business in the State in which the Demised Premises is located.

14.13 CONDUCT PRIOR TO EXECUTION. Neither the negotiation of the terms of this Lease nor its submission thereof for examination or signature shall constitute an offer or agreement to enter into a lease, and this Lease shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Subtenant.

14.14 CONFIDENTIALITY. Subtenant agrees that this Lease is confidential and Subtenant shall not, without Landlord's prior written consent, disclose the contents of this Lease or any information related to the Lease including but not limited to CAM-related information, to any third party. Subtenant's disclosure of Lease and the terms of the Lease in the ordinary course of business (e.g.: as part of financial disclosures, to attorney's, auditors and other professionals with a need to know) shall not be a violation of this Section. Subtenant shall not disclose any of the terms of this Lease or any negotiated terms or conditions to any other Subtenants or potential Subtenants of Landlord, nor to any other landlords or property managers of any other shopping center or retail development.

14.15 COUNTERPARTS. This Lease may be executed in one or more counterparts (including by facsimile or electronic transmission), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by all or the parties hereto and delivered to the other parties.

14.16 VALIDITY AND SEVERABILITY. Each provision of this Lease shall be construed in a manner as to give it the fullest legal force and effect possible. To the extent any provision is held to be unenforceable or invalid, the unenforceability or invalidity of such provision shall not affect the enforceability or validity of the remaining provisions of this Lease.

14.17 WAIVER. No waiver of any provision of this Lease shall be deemed or shall constitute a waiver of any other provision hereof, or shall constitute a continuing waiver unless expressly provided in writing by the party granting the waiver.

14.18 EXHIBITS. The exhibits described in this Lease are attached hereto and specifically incorporated herein by reference.

14.19 ATTORNEYS FEES. In the event of any breach of this Lease, and/or any litigation between Landlord and Subtenant arising out of this Lease, the non-prevailing party shall pay to the prevailing party all reasonable costs and expenses, including but not limited to attorney fees, paralegal fees, filing fees and court costs, incurred by the prevailing party in connection with the litigation, which shall be payable on demand, and, as Additional Rent, subject to all of Landlord's rights and remedies provided herein.

14.20 OFAC CERTIFICATION. Subtenant represents and warrants that neither Subtenant nor the persons controlling Subtenant are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

ARTICLE XV – MASTER LEASE

15.01 CONSTRUCTION. Except as expressly provided in this Sublease, Subtenant and this Sublease shall be subject in all respects to the terms of the Master Lease and the Master Sublease. Except as otherwise expressly provided in this Sublease, the covenants, agreements, terms, provisions and conditions of the Master Lease insofar as they are not inconsistent with the terms of this Sublease or excluded below, are made a part of and incorporated into this Sublease as if recited in this Sublease in full. Any non-liability, release, indemnity or hold harmless provision in the Master Lease for the benefit of Master Landlord shall be deemed to inure to the benefit of Landlord, Master Landlord, The Yard Collective LLC, and any other person intended to be benefited by such provision. As applied to this Sublease, the words "Landlord" and "Tenant" as used in the Master Lease shall be deemed to refer to Landlord and Subtenant under this Sublease, respectively. As between the parties to this Sublease only, in the event of a conflict between the terms of the Master Lease, the Master Sublease and the terms of this Sublease, the terms of this Sublease shall control. The terms of the Master Lease and Master Sublease shall be kept confidential by Subtenant, except to the extent that any disclosure of such terms by Subtenant is required by law.

15.02 APPROVALS, CONSENTS AND WAIVERS. Whenever a provision of the Master Lease incorporated in this Sublease requires or refers to Master Landlord's consent or approval, such provision as incorporated in this Sublease shall be deemed to require or refer to Master Landlord's, The Yard Collective LLC's and Landlord's consent or approval. In such a case, Subtenant shall submit its request for consent or approval to Landlord. Landlord shall forward the request to The Yard Collective LLC and Master Landlord for its consent or approval unless Landlord has then decided to deny its consent or approval to Subtenant's request. Landlord's consent may be withheld in Landlord's sole and absolute discretion as to any consent or approval refused by The Yard Collective LLC or Master Landlord. Where Master Landlord's consent is not to be unreasonably withheld under certain provisions of the Master Lease, Landlord's consent under corresponding provisions of the Sublease will not be unreasonably withheld, except if Master Landlord denies its consent to such provisions (with the same applications to the Master Sublease and The Yard Collective LLC's consent).

15.03 MASTER LANDLORD'S PERFORMANCE UNDER MASTER LEASE. Subtenant recognizes that Landlord is not in a position to render the services or to perform the obligations required to be performed by Master Landlord under the Master Lease or The Yard Collective LLC under the Master Sublease, that are incorporated into this Sublease. Therefore, notwithstanding any contrary provision of this Sublease (including any provisions of the Master Lease and Master Sublease incorporated in this Sublease by reference), Subtenant agrees that performance by Landlord of its obligations under this Sublease are conditioned upon the performance by Master Landlord and The Yard Collective of its corresponding obligations under the Master Lease and Master Sublease, and Landlord shall not be liable to Subtenant for any breach or default of Master Landlord or The Yard Collective LLC under the Master Lease or Master Sublease. Subtenant shall not have any claim against Landlord by reason of Master Landlord's or The Yard Collective LLC's failure to comply with any of the provisions of the Master Lease or Master Sublease, the negligence of Master Landlord or The Yard Collective LLC or any damage or injury suffered by Subtenant as a result of any act or failure to act by Master Landlord or The Yard Collective, LLC, nor shall any such action, failure to act, or default by Master Landlord or the Yard Collective LLC constitute a constructive eviction or default by Landlord. Landlord shall not be deemed to have made or adopted as its own any representations or warranties made by Master Landlord or The Yard Collective LLC in the Master Lease or Master Sublease. Notwithstanding any contrary term or provision of this Sublease (including, but not limited to, any provisions of the Master Lease or Master Sublease incorporated in this Sublease by

reference), Landlord shall have no obligation to indemnify, defend or hold harmless Subtenant for any matter for which Master Landlord or The Yard Collective LLC has indemnity, defense or hold harmless obligations as Master Landlord under the Master Lease or Landlord under the Master Sublease, except for Landlord's gross negligence or willful misconduct with respect to matters pertaining to the Subleased Premises or any other indemnification obligation of Landlord expressly set forth in this Sublease; provided, however, that at Subtenant's request and expense, Landlord agrees to use commercially reasonable efforts to enforce Master Landlord's and The Yard Collective's obligations under the Master Lease or Master Sublease as they pertain to Subtenant's rights under this Sublease. This Sublease shall remain in full force and effect notwithstanding Master Landlord's or The Yard Collective LLC's default under the Master Lease or Master Sublease, and Subtenant shall pay the Rent and all other charges provided for in this Sublease without any abatement, deduction or setoff; provided, however, that if and to the extent that Landlord is entitled to abatement of Rent under the Master Lease or Master Sublease with respect to the Subleased Premises pursuant to the Master Lease or Master Sublease, then Subtenant shall be entitled to the same abatement of its Rent with respect to the Sublease Premises.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the day and year first above mentioned.

LANDLORD:
BA BURRITO LLC
An Arkansas limited liability company

By: _____
Name: B
Title: _____

By: Bill Blakely
Name: Bill Blakely
Title: Member

SUBTENANT:
DREAM ALIVE ASSOCIATION
an Arkansas nonprofit corporation
d/b/a _____

By: Casey Johnson
Name: Casey Johnson
Title: _____

EXHIBIT A
SITE PLAN

EXHIBIT B
RULES AND REGULATIONS

- 1. TRASH.** All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Demised Premises prepared for collection as specified by Landlord. Subtenant shall pay the cost of removal of any of Subtenant's refuse or rubbish. Subtenant shall not burn any trash or garbage of any kind in or about the Demised Premises.
- 2. ANTENNAS.** No radio, television antenna, satellite dish or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. Any aerial or antenna or other device installed without written consent shall be subject to removal without notice at any time.
- 3. DISTURBANCE.** No noise shall be emitted (including but not limited to loud speakers, televisions, phonographs, radios or other devices), nor shall any noxious odor be emitted (including but not limited to garbage, or the use of acetone, acrylics, or lacquer), so as to be heard or smelled outside of the Demised Premises.
- 4. ADJACENT AREAS.** The outside areas, including sidewalks, immediately adjoining the Demised Premises shall be kept clean and free from rubbish by Subtenant to the satisfaction of Landlord, and Subtenant shall not place or permit any obstruction or merchandise in such areas.
- 5. PARKING.** Due to limited parking at Landlord's Building, Subtenant shall only have available such parking for Subtenant, its patrons and employees, as Landlord from time to time reasonably allows. Delegation and reservation of parking spaces shall at all times be withing Landlord's complete discretion.
- 6. PLUMBING.** The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Subtenant. Subtenant is responsible for the cleaning of grease traps, if any, within or servicing the Demised Premises. Such cleaning shall be performed by a licensed contractor approved by Landlord no less than once every month or as Landlord dictates. Subtenant shall provide such maintenance records to Landlord. In the event that Subtenant refuses or cannot provide Landlord with such records, Landlord may contract for such service to be performed at the sole cost of Subtenant.
- 7. HVAC.** Subtenant is responsible for the maintenance and replacement of the HVAC unit(s) that service the Demised Premises. Such maintenance shall include, but not be limited to, changing of filters and preventative maintenance service performed by a licensed mechanical contractor. The frequency of service should be as needed but in no event less than once every three (3) months. Subtenant shall provide copies of the HVAC service records to Landlord upon request. If Subtenant fails to service HVAC unit(s) as stated within this section, Landlord may have service performed at the sole cost of Subtenant.
- 8. SALES.** No auction, going out of business or bankruptcy sales shall be conducted on the Demised Premises.
- 9. SALES AREAS.** The sidewalks and driveways contiguous to the Demised Premises shall not be used for outdoor displays or sales areas.
- 10. STORAGE.** The Demised Premises shall not be used as storage or warehouse space for any other store owned or operated by Subtenant.
- 11. CONTACT INFORMATION.** Subtenant shall, at all times during the Term, provide Landlord with an emergency contact person and number, which is available 24-hours per day. If Subtenant installs a security system at the Demised Premises, Subtenant shall provide Landlord with the security monitoring company information as well as a second emergency contact person and number.
- 12. ADDITIONAL RULES.** Landlord reserves the right to make such reasonable amendments or additions to these Rules and Regulations as is deemed necessary to the proper management of the Landlord's Building.
- 13. CONFLICT.** In the event of conflict between these Rules and Regulations and the terms and provisions of the Lease, the terms and provisions of the Lease shall control; and in the event the Lease provides for more stringent provisions or restrictions regarding any subject matter described in these Rules and Regulations, the provisions or restrictions set forth in the Lease shall control.

Dream Alive Association - Member List

	Last Name	First Name	Address
1	Alexander	Jerry	914 Meredith Dr
2	Andrews	Jacob	9 Willow Creek Lane
3	Arnold	Corban	9 Willow Creek Lane
4	Arnold	Tyler	111 Lenford Dr.
5	Austin	Tim	408 Fox Run, Trumann
6	Baine	Juli	2200 N. Rockingchair Rd
7	Baldrige	Ryan	395 Greene Paragould
8	Barnes	Cali	2100 Rockwood Cv
9	Barnum	Macey	2716 Freedom Dr. Jonesboro, AR
10	Becker	Garrett	424 Co Rd 369
11	Bell	Beth	411 72401
12	Black	Julie	20281 Hwy 158 Harrisburg, AR
13	Bland	Cody	6413 Cache Road
14	Blocker	Zackary	5938 Rees Rd
15	Bollinger	Rodney	730 Pecan Ln, Jackson, MO 63755
16	Bowlan	Logan	909 Live Oak Circle
17	Bracey	Logan	3713 Riviera Drive
18	Bracken	Chris	1025 Wood St
19	Bracken	Jennifer	701 Old Bridger Rd
20	Bryson	Lau'ney	1104 Holly St.
21	Bryson	Spencer	1104 Holly St.
22	Burns	Rodney	303 Bradley
23	Burrow	Briana	2546 Hwy 243
24	Caldwell	Courtney	Bono, AR
25	Caldwell	Jenni	237 S. Main #E
26	Canamore	Andrew	352 CR 371 Bono, AR
27	Cantiell	Allen	801 Jeanette
28	Chancey	Gabriel	1821 Kendal St
29	Coleman	Bobby	37 N. Wedgewood Dr. Blytheville
30	Coleman	Denise	266 CR 7598 Jonesboro
31	Coleman	Hadley	5249 Prospect Trail
32	Connell	Jimbo	1907 Macon Cove
33	Cooper	Cameron	1968 M Ave.
34	Cooper	Clay	3700 South Caraway Rd
35	Corsan	Dillon	218 Union St
36	Cowell	Hunter	1384 N Iazard Ln
37	Craske	James	124 Batesville
38	Davis	Jasmine	914 Meredith Dr
39	Dees	Dillan	1802 Fairlane Ave. Apt B
40	Dewberry	Mark	667 CR 753
41	Diaz	Mariel	4504 Showalter Cv. Jonesboro, AR
42	Dickerson	Derek	2513 Singing Hills Dr. Cape Girardeau, MO 63701
43	Duke	Amanda	624 Latoure Ln
44	Espinosa	Jimena	1505 Nelms
45	Flynn	Micah	1005 Owens Ave
46	Foster	Abbie	4915 Elr 186 Blytheville
47	Fox	Charles	736 West Oak Ave

48	Frazier	Amanda	1913 Crestview
49	Fulkerson	Andrew	3606 Pruetts Chapel Rd
50	George	Zach	2212 Conrad St
51	Gilbert	Kelsey	1821 Kendal St
52	Glaze	Mike	Bald Knob 128
53	Glaze	Parker	3101 Carnaby St.
54	Goff	Cheryl	1412 Rich Rd
55	Groesbeck	Preston	4310 Makala Lane
56	Guerra	Jorge	1600 Greensboro
57	Guthrie	Jessica	70 sunderland Circle
58	Hall	Katie	501 E. Oak Ave. Jonesboro, AR 72401
59	Hart	Grace	1200 E. Country Club Terrace
60	Hays	Kaitlyn	513 North 14th St
61	Haywood	Courtney	901 Sycamore Cv
62	Heslep	Mckenzie	4020 Gabriel Ct
63	Higgason	Alec	5000 A Reserve Dr
64	High	Sydney	1200 E Country Club
65	Hill	Kaitlin	3001 W Main St Cabot AR
66	Hill	Paige	7133 Baker Rd 37129
67	Hodgson	Michael	340 Windwood Dr. Heber Springs, AR
68	Hollan	Lexie	2101 C R 353
69	Hollis	Tyler	3101 Carnaby St.
70	Hood	Jonathan	852 Greene 414 Road
71	Huffman	Alex	6023 Prairie Meador Rd
72	Iczkowski	Brenda	2048 State Hwy 153 Kronenwetter, WI 54455
73	Jackson	Hannah	767 Hwy 34 Walnut Ridge, AR 72476
74	Jefferson	John	708 Laura Lea, Jonesboro 72401
75	Jennings	Mikayla	6072 Beaver Dam Lane
76	Jon	Paul	206 Kingsway Dr. GA
77	Jones	Dillon	2508 Cottonwood St
78	Jones	Jeff	2001 Sloan Lake
79	Jones	Parker	661 Piggott
80	Joseph	Jerrad	5800 Whitecliff Dr. Jonesboro 72405
81	Keelor	Ben	5938 Oakhaven
82	Kelley	Jacob	218 South Main
83	King	William	2405 Sydney Cv #51
84	Kir	William	1808 Old Greensboro
85	Knight	Stephen	713 White Dove Cir
86	Lee	Shelby	211 Cate Ave
87	Lemay	Bo	203 Tommy Dr, Bono, AR 72416
88	Leonard	Kandra	501 W W 3rd st, Corning AR
89	Long	Greyson	4121 Oakhill Ln
90	Martin	Greg	1428 Fairview Ln
91	Martin	Jessie	5938 Rees Rd
92	McAllister	Megan	736 West Oak Ave
93	McCluskey	Mason	661 Piggott
94	McQuay	Michael	1612 N. Culberhouse
95	Medina	Omar	5555 Macedonia Rd. Jonesboro, AR
96	Minton	Noah	2313 Sea Island Dr
97	Moore	Cody	1380 M Dr
98	Morales	Marco	1605 Auburn Place
99	Musson	Ashley	14600 Lorange Dr. LR, AR 72206
100	Nadzam	Andrew/Jessica	1421 Cole St, AR 72401
101	Newcom	Logan	218 South Main
102	Owens	Brent	4821 Glenneagles

103	Owens	Kila	3416 Oakmont Dr, 72404
104	Pace	Keith	3008 Greensboro, Jonesboro
105	Page	Katee	211 W. Baldwin
106	Palsgrove	Kristyn	241 S. Church St. #102
107	Patel	Dv	3225 Lacoste Dr. Jonesboro
108	Patel	Hetal	3894 Plantation Estates Dr
109	Patel	Samir	3899 Plantation Estates Dr
110	Patel	Sherri	3225 Lacoste Dr. Jonesboro
111	Paul	Tracey	6 Willow Creek Lane
112	Pierce	April	4121 Oakhill Ln
113	Pierce	Autumn	4208 Aggie Rd
114	Pierce	Doug	5915 Crowleys Ridge Rd
115	Pierce	Doug	Ridgepointe Cove Jonesboro
116	Plunk	Jade	4812 Morton
117	Preston	Scott	1110 W. Oak Jonesboro, AR 72401
118	Prunty	Jaycie	2323 N. Church Jonesboro
119	Quattlebaum	Lina	13007 Hillridge Cove
120	Rae	Madi	2508 E. Johnson Ave
121	Redman	Jon	221 S. Melton. Trumann, AR
122	Register	Kelli	4405 Lochmoor Circle Jonesboro
123	Reynolds	Savannah	2707 Wakefield Dr
124	Richards	Amanda	809 Christy Ave. Trumann 72472
125	Richmond	Jeannie	3421 Windover Garden Circle
126	Robinson	Jonathan	436 S. Front St 38103
127	Rose	Elle	123 Read Rd
128	Ross	Brittany	218 Cherry St
129	Sawyer	Jordan	507 Drew Ave. Monette
130	Scalzo	Haley	4835 Yukon Dr. Jonesboro, AR
131	Sheek	David	W. Mathews Ave
132	Shepherd	Curtis	850 Maple St
133	Sherland	Beau	9 Willow Creek Lane
134	Shortnacy	Colby	704 Cr 326
135	Sifford	Mark	1212 E. Country Club T
136	Simpson	Morgan	1300 Munatt Dr
137	Smith	Dallas	1903 Greene 732 Road
138	Smith	Lauren	1208 S. Madison St
139	Smith	Lauren	2504 Forest Home Rd
140	Soehliman	Rebecca	462 CR 731 Rd
141	Sorg	Barkley	366 South Wind, Pocahontas, AR
142	Stevens	Brandon	230 S. Main
143	Taber	Murphy	3101 Carnaby St.
144	Thomas	Dixie	854 CR 157
145	Thompson	Aarika	6504 Merrell Drive, Jonesboro
146	Thompson	Tonya	4709 Inverness Run 72405
147	Tom	Rachel	575 Rhonda Dr
148	Townsend	Kevin	1101 Hester St. 72401
149	Tyson	Matthew	13843 Pleasant Grove
150	Vannada	Jerri	615 S W. 2nd St
151	Vaughn	Chance	6023 Wisteria Lane
152	Vaughn	Haven	6023 Wisteria Lane
153	Wallace	Edwin	4309 Jenni
154	Walsh	Bill	1509 Nelms
155	Weatherford	Christy	1840 Greene 710
156	Weems	John	783 Gladiolus
157	While	Presley	605 Dogwood view Dr

158	Whitting	Miracle	1411 Smoot Dr.
159	William	Ryan	3101 Carnaby St.
160	Williams	D	1907 Macon Cove
161	Williams	Joycelynne	1504 Kathleen St.
162	Woodriff	Billy	555 CR 118. Bono,AR
163	Wooten	Jordan	241 South Church
164	Young	Ryan	1202 Robin Rd
165	Zirbel	Bailee	2113 Autumn Dr