**LEASE AGREEMENT**

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

“Landlord”

and

CEC Entertainment, Inc.,

a Kansas corporation

“Tenant”

Date of Execution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Store Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LEASE AGREEMENT**

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**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Lease”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”) by and between the hereinafter named Landlord and CEC ENTERTAINMENT, INC., a Kansas corporation (“Tenant”). In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

**. CERTAIN DEFINITIONS AND BASIC LEASE PROVISIONS**

The following definitions, figures and provisions shall apply throughout this Lease unless expressly modified when used herein:

1.1 “Landlord”: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a(n) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1.2 “Tenant”: CEC Entertainment, Inc., a Kansas corporation

1.3 “Shopping Center”: the Land, together with all buildings and other improvements constructed or to be constructed thereon and all rights, privileges, easements and appurtenances pertaining thereto and all right, title and interest of Landlord in and to any and all roads, streets, alleys and ways bounding the Shopping Center. The Shopping Center is commonly known as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,” located at the intersection of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Shopping Center (including the Premises) contains or will contain approximately \_\_\_\_\_\_\_\_\_\_\_ leasable square feet.

1.4 “Land”: the real property described in Exhibit “B-1" hereto.

1.5 “Premises”: the space within the Shopping Center commonly known as space \_\_\_\_\_, outlined and cross-hatched on the Site Plan and the improvements on or to be built thereon, together with any and all easements, appurtenances, equipment, fixtures and other improvements and rights and privileges now or hereafter attached or belonging thereto. The Premises contain or will contain approximately \_\_\_\_\_\_\_\_\_\_ leasable square feet.

1.6 “Site Plan”: the site plan for the Shopping Center attached hereto as Exhibit “A”.

1.7 “Rent Commencement Date” [Section 4]: the earlier of (i) the date on which Tenant opens for business on the Premises to the general public (Tenant's stocking of the Premises and training of employees, including, without limitation, “wetruns” prior to the general opening, shall not constitute being open for business) or (ii) \_\_\_\_\_\_ (\_\_\_) days after the later of (a) receipt of the building permit, (b) expiration or termination of the Feasibility Period, or (c) Landlord’s Delivery Date.

1.8 “Feasibility Period” [Section 47]: a \_\_\_\_\_\_\_\_\_\_ (\_\_\_) day period commencing with the Effective Date.

1.9 Landlord's delivery dates:

|  |  |  |
| --- | --- | --- |
| (a) “Landlord's Delivery Deadline” [Section 7.2]: |  | \_\_\_\_\_\_\_\_\_\_\_ (\_\_) days after the expiration or termination of the Feasibility Period. |
|  |  |  |
| (b) “Landlord's Delivery Date” [Section 7.6]: |  | the date on which Landlord has satisfied all of the requirements and conditions set forth in Section 7.6 regarding Landlord's delivery of the Premises to Tenant. |
|  |  |  |

1.10 “Term” and/or “Lease Term”: the Primary Term and all Renewal Terms, if any, which are as follows:

(a) “Primary Term” [Section 2]: a period of \_\_\_\_\_\_\_\_\_ (\_\_\_) months, commencing on the Rent Commencement Date; provided that if the Rent Commencement Date is other than the first day of the month, the Primary Term shall begin with the first day of the month following the month during which the Rent Commencement Date occurs; and

(b) “Renewal Terms” [Section 3]: \_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_) consecutive renewal terms of five (5) years each.

1.11 “Minimum Rent” [Section 4(a)] and “Percentage Rent” [Exhibit “H”]:

(a) the Minimum Rent during the Primary Term and all Renewal Terms, if any, shall be as provided in the chart below.

(b) Primary Term:

Total Annual

Minimum Rent Monthly Minimum Rent

Lease Years 1-5 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Years 6-10 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

Lease Years 11-15 $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

(c) Renewal Terms:

Total Annual

Minimum Rent Monthly Minimum Rent

First Renewal Term $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Renewal Term $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

Third Renewal Term $\_\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_

(d) [If Percentage Rent will be paid] “Percentage Rent” [Section 4(b); Exhibit “H”]: \_\_\_\_\_\_% of annual Gross Sales (as defined in Exhibit “H”) in excess of the following Break Point Amounts (herein so called) for each Lease Year:

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during Lease Years 1-5;

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during Lease Years 6-10;

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during Lease Years 11-15;

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during the First Renewal Term;

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during the Second Renewal Term; and

$\_\_\_\_\_\_\_\_\_\_ per fiscal year of Tenant during the Third Renewal Term.

(e) The first “Lease Year” shall commence on the Rent Commencement Date and shall continue for twelve (12) complete calendar months thereafter (unless the Rent Commencement Date is a day other than the first day of a calendar month, in which event the initial fractional month, together with the next succeeding twelve (12) months, shall constitute the first Lease Year) and each succeeding Lease Year shall commence on the first day of the calendar month after the expiration of the immediately preceding Lease Year and shall continue for twelve (12) calendar months thereafter.

1.12 Tenant’s Estimated Proportionate Share of Taxes, Insurance and Common Area Costs:

|  |  |  |
| --- | --- | --- |
| Common Area Costs [Section 10]: |  | $\_\_\_\_\_\_\_\_ per square foot per Lease Year; |
|  |  |  |
| Insurance [Section 12]: |  | $\_\_\_\_\_\_\_\_ per square foot per Lease Year; and |
|  |  |  |
| Taxes [Section 13]: |  | $\_\_\_\_\_\_\_\_ per square foot per Lease Year. |
|  |  |  |

*[(a) Tenant shall pay its Proportionate Share of Real Property Taxes, Insurance and Common Area Costs throughout the Term as described herein; however, in no event shall Insurance Costs and Common Area Costs (excluding \_\_\_\_\_\_\_\_\_\_\_\_\_\_) exceed $\_\_\_\_ per square foot of the Premises per Lease Year for the first Lease Year of the Primary Term, and*

*(b) Commencing in the second Lease Year and continuing throughout the Term hereof in no event shall Tenant’s Proportionate Share of Common Area Costs (excluding \_\_\_\_\_\_\_\_\_\_\_) exceed the amount set forth in Section 10.8 herein.]*

1.13 [If Tenant will receive an improvement allowance:] “Tenant Improvement Allowance” [Exhibit “D”]: $\_\_\_\_\_\_\_\_\_\_\_\_\_, subject to the terms of Exhibit “D”.

1.14 [If Tenant will have pylon sign rights:] “Pylon Sign(s)” [Section 9.3]: Landlord's pylon structure(s) on or around the Shopping Center, as depicted in the Site Plan and more particularly described as follows:

a. First Pylon Sign:

i. Position of Tenant's sign panel: \_\_\_\_\_\_\_\_\_\_\_\_; and

ii. Dimensions of Tenant's sign panel: \_\_\_\_\_\_ in height by \_\_\_\_\_\_ in width.

b. Second Pylon Sign:

i. Position of Tenant's sign panel: \_\_\_\_\_\_\_\_\_\_\_\_; and

ii. Dimensions of Tenant's sign panel: \_\_\_\_\_\_ in height by \_\_\_\_\_\_ in width.

1.15 Addresses for notices and payment of rent [Section 36]:

For Tenant: CEC Entertainment, Inc.

4441 W. Airport Freeway

P.O. Box 152077

Irving, Texas 75015

Attention: Real Estate Department

For Landlord: (notices:)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(payments:)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal I.D. #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.16 Real Estate Brokers [Section 40]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.17 The following Exhibits are attached hereto and made a part hereof for all purposes:

Exhibit “A” - Shopping Center Site Plan

Exhibit “B-1" - Legal Description of the Land

Exhibit “B-2" - Permitted Exceptions

Exhibit “C” - Landlord's Work

Exhibit “D” - Tenant's Work

Exhibit “E” - Approved Building Exterior and Signage

Exhibit “F” - Exclusive Uses and Prohibited Uses

Exhibit “G” - Memorandum of Lease

Exhibit “H” - Percentage Rent

Exhibit “I” - Confirmation of Lease Terms Agreement

**. PREMISES AND TERM**

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the terms and conditions of this Lease for the Primary Term. On or before the Rent Commencement Date, Landlord shall submit in writing to Tenant, at Landlord’s sole cost and expense, the square feet of floor area contained in the Shopping Center (whether or not leased or occupied) as determined by Landlord’s architect. Said calculation shall be subject to verification by Tenant and/or Tenant’s architect. The square footage of floor area of the Shopping Center, once determined, shall be used, notwithstanding anything to the contrary contained in this Lease, to confirm, and, if necessary, recalculate Tenant’s Proportionate Share. If Landlord and Tenant cannot agree on the exact square footage of the Shopping Center, then, at Landlord’s sole cost and expense, Landlord and Tenant shall select a mutually agreeable independent architect to determine and certify, at Landlord’s sole cost and expense, such measurements in accordance with the terms of this Lease, and such determination shall be binding on both Landlord and Tenant. Landlord further agrees that once the Rent Commencement Date has been conclusively determined, it will execute a Confirmation of Lease Terms Agreement substantially in the form of Exhibit “I” attached hereto and made a part hereof, no later than ten (10) days after written request from Tenant. Landlord hereby grants to Tenant and Tenant's employees and invitees the nonexclusive right to use all Common Areas (as defined in Section 10.1) in common with other tenants and occupants of the Shopping Center.

**. RENEWAL OPTIONS**

Landlord hereby grants to Tenant the right and option to extend the Primary Term of this Lease for each of the Renewal Terms set forth in Section 1.10(b). The first Renewal Term shall begin upon the expiration of the Primary Term, and the second and any succeeding Renewal Terms begin upon the expiration of the preceding Renewal Term. Except as otherwise set forth herein to the contrary (including, without limitation, the sums constituting Minimum Rent during the Renewal Terms), all of the other terms, provisions and covenants of this Lease shall apply to each of the Renewal Terms. Tenant may exercise each such option to renew by delivering to Landlord written notice thereof no later than ninety (90) days prior to the expiration of the Primary Term or the then current Renewal Term.

**. RENT**

Minimum Rent. Commencing with the Rent Commencement Date and continuing throughout the Primary Term and any and all Renewal Terms, if any, Tenant shall pay to Landlord in advance the Minimum Rent in the amounts set forth in Section 1.11 in monthly installments on or before the first (1st) day of each month during the Lease Term. Minimum Rent for the first fractional rent paying month, if any, shall be due and payable with the Minimum Rent for the immediately following month. Minimum Rent and any additional rent for any partial months shall be prorated on a per diem basis. Tenant's Minimum Rent obligations and all additional rent and other sums payable by Tenant to Landlord hereunder shall constitute “rent” for purposes of this Lease.

[If Tenant will pay percentage rent] Percentage Rent. In addition to Minimum Rent, Tenant shall pay to Landlord the Percentage Rent in the manner provided in Exhibit “H” attached hereto.

**. USE**

5.1 Permitted Use. Tenant may use and occupy the Premises for any lawful retail or restaurant purpose, including, without limitation, the operation of a restaurant and entertainment center which may include the serving of beer and wine, the operation of mechanical and electrical rides, redemption games and other amusement devices and a merchandise center and for such other uses as are incidental to the operation thereof (collectively, “Tenant's Primary Business”). However, Tenant shall not use the Premises primarily for any of the “Exclusive Uses” or “Prohibited Uses” set forth in Exhibit “F” attached hereto. Tenant may be open for business at all hours permitted by law in the jurisdiction where the Premises are located, and the Common Areas shall be open and operating for ingress, egress and parking during all of Tenant's business hours.

5.2 No Covenant to Open or Operate. Notwithstanding anything contained in this Lease to the contrary, no term or provision of this Lease shall be construed as creating any obligation for Tenant to open or operate its business in the Premises. Tenant's right to cease business operations shall not affect Tenant's obligation to pay all amounts due hereunder and to perform all covenants and obligations hereunder so long as the Lease remains in effect except as otherwise provided in this Lease. Furthermore, in no event shall Tenant be liable to Landlord for damages as a result of operating other stores in the area surrounding the Shopping Center or any other area, nor shall Tenant be limited or restricted in any way from opening or operating other stores in the area surrounding the Shopping Center or any other area.

**. LANDLORD'S REPRESENTATIONS AND WARRANTIES**

Landlord represents, warrants, covenants and agrees that presently or as of the dates or for the periods set forth below:

6.1 Landlord has the full power and authority to execute and deliver this Lease and to perform its obligations hereunder;

6.2 Landlord is the owner of fee simple title to the Shopping Center (other than any separately owned outparcels so depicted on the Site Plan), including the Land and all improvements, equipment, fixtures and all other personal property appertaining thereto, subject only to the easements, mortgages and other encumbrances and exceptions set forth in Exhibit “B-2" attached hereto (collectively, the “Permitted Exceptions”);

6.3 The execution and delivery of this Lease and the performance by Landlord of its obligations hereunder is not and shall not be prohibited by or cause a breach of any other agreement, mortgage, contract, restrictive covenant or other instrument or document to which Landlord is a party or by which it is bound;

6.4 Upon the Landlord's Delivery Date, the Shopping Center and Landlord's Work will be in good condition and repair and in full compliance with all applicable federal, state and local laws, codes, ordinances, regulations, environmental standards and building and health codes, and Landlord shall have obtained all certificates of occupancy and permits required under applicable laws, codes, ordinances and regulations for the Shopping Center and the Premises, other than certificates of occupancy and permits pertaining to Tenant's Work (as hereinafter defined);

6.5 From and after the Landlord's Delivery Date, the Premises will be weather tight;

6.6 Throughout the Lease Term, no covenants, conditions, restrictions, mortgages, leases or other encumbrances recorded against or affecting the Shopping Center, or Landlord's failure to maintain all certificates of occupancy and permits required under applicable laws, codes, ordinances and regulations for the Shopping Center and the Premises (other than certificates of occupancy and permits pertaining to Tenant's Work) shall restrict or prohibit Tenant's Primary Business;

6.7 The Premises have access to and from public streets as shown in the Site Plan, and Landlord shall not during the Lease Term request, allow or consent to or take any action which would result in Tenant being deprived of such access and will at all times use diligent efforts to prevent any change in such access;

6.8 There are no claims, causes of action or other litigation or proceedings pending or, to the best of Landlord’s knowledge, threatened in respect to the ownership, operation or environmental condition of the Shopping Center or the Premises or any part thereof (including disputes with mortgagees, governmental or quasi-governmental authorities, utility companies, contractors, adjoining land owners or suppliers of goods or services), except for claims which are fully insured and as to which the insurer has accepted defense without reservation;

6.9 The Shopping Center is currently zoned to allow the use of the Premises for Tenant’s Primary Business; and

6.10 Landlord has not entered into any agreements that would require Tenant to use general contractors, subcontractors or materialmen other than those of Tenant’s choosing.

**. CONSTRUCTION**

7.1 Final Plans. Within fifteen (15) days after the Effective Date, Landlord shall deliver to Tenant scale drawings of the Premises depicting the location of all structural posts, utility service, rear doors, toilet rooms, sprinkler system, all roof penetrations and floor penetrations, together with any other information on the Premises and the Shopping Center in Landlord's possession which may facilitate Tenant's preparation of plans and specifications (collectively, “Landlord's Plans”). Within ten (10) business days from the date of delivery to Landlord of Tenant’s set of design drawings (“Preliminary Design Set”), Landlord shall either approve the same (which approval shall not be unreasonably withheld, conditioned or delayed) or specify in detail by written notice to Tenant’s Manager of Architectural Services its objections thereto. If Tenant does not receive Landlord’s apporval of, or specific objections to, Tenant’s Preliminary Design Set within said ten (10) business days after Landlord’s receipt of such plans, then Tenant shall provide Landlord with a second notice stating that if Landlord does not approve or disapprove said drawings within five (5) business days following Landlord’s receipt of the second notice then Tenant’s Preliminary Design Set shall be deemed approved. Thereafter, within a period of fifteen (15) business days from the approval of Tenant’s complete plans and specifications (“Permit Set”), Tenant shall deliver a copy to Landlord for informational purposes only, provided Tenant’s Permit Set shall not substantially deviate from Tenant’s Preliminary Design Set. Tenant’s Permit Set is referred to herein as the “Final Plans”. The size, color, configuration and other aspects of Tenant's proposed building exterior and signage are approved by Landlord and set forth in Exhibit “E” attached hereto.

7.2 Landlord's Work. Landlord, at its cost and expense, shall with all reasonable diligence construct and deliver the Premises to Tenant in accordance with the requirements and specifications as set forth in Exhibit “C” (“Landlord's Work”) on or before the Landlord's Delivery Deadline. In addition, notwithstanding anything herein to the contrary, Landlord shall provide noise abatement as necessary to satisfy requirements of local governing authorities and occupants adjacent to the Premises. If Landlord's Work is not completed in a timely manner, subject to reasonable punch-list items, within sixty (60) days after the Landlord's Delivery Deadline, Tenant may at its sole option either (i) terminate this Lease by written notice to Landlord delivered at any time before Landlord's Work is so completed; or (ii) complete the punch-list items and Landlord hereby agrees to pay all costs and expenses incurred by Tenant in connection therewith upon receipt of demand therefor. In the event Landlord’s Work has not begun by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, then Tenant shall have the right to terminate this Lease and within ten (10) days after Tenant delivers notice of termination to Landlord, Landlord shall reimburse Tenant for all site investigation and development costs and fees, including, without limitation, legal fees incurred by Tenant in connection with this Lease and any other costs and expenses relating directly or indirectly to permits and governmental authorizations. If Landlord’s Work has not been substantially completed in accordance with Exhibit “C” attached hereto and with the Final Plans within sixty (60) days after the Landlord’s Delivery Deadline, Tenant shall receive two (2) days free rent for each twenty-four (24) hour period beyond the Landlord’s Delivery Date that Landlord’s Work remains uncompleted. This free rent (the “Additional Free Rent” for late delivery) is to be in addition to any other free rent for which Tenant is eligible. In the event Landlord does not substantially complete Landlord’s Work by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Termination Date”) for any reason whatsoever (including, but not limited to, force majeure), Tenant may (i) terminate this Lease and receive a refund of any and all amounts previously paid by Tenant to Landlord, or (ii) continue to accrue Additional Free Rent at the rate of two (2) days Additional Free Rent for each day after the Termination Date that Landlord’s Work remains uncompleted until Landlord completes Landlord’s Work..

7.3 Tenant's Work. After the Landlord's Delivery Date, Tenant shall commence and diligently pursue the Tenant's Work specified in Exhibit “D” (“Tenant's Work”) at Tenant's sole cost and expense. Tenant may, at its option, begin Tenant's Work before the Landlord's Delivery Date, provided that Tenant does not interfere with Landlord's performance of Landlord's Work.

7.4 Architect. Tenant shall select a supervising architect and general contractor to carry out and complete Tenant’s Work. The supervising architect shall be a member in good standing of the American Institute of Architects or another organization having comparable accreditation and the general contractor's financial condition and responsibility shall be such as to enable Landlord to obtain a performance bond, if desired; provided, however, Tenant or any corporate affiliate of Tenant may act as general contractor for purposes of carrying out and completing Tenant's Work, in which case the supervising architect may be an employee of Tenant or one of its corporate affiliates.

7.5 Landlord's Warranty. Landlord warrants Landlord's Work against defective workmanship and materials for a period ending one (1) year after the Landlord's Delivery Date. At the end of the warranty period, Landlord will assign to Tenant any warranties and guarantees of workmanship, materials and equipment which Landlord may receive in connection with the Premises or items Tenant is required by this Lease to maintain. Landlord hereby agrees to cooperate with Tenant to provide Tenant with the benefit of all assigned warranties and guarantees pertaining to Landlord's Work.

7.6 Landlord's Delivery Date. Landlord shall be deemed to have delivered to Tenant possession of the Premises and the Landlord's Delivery Date shall be deemed to have occurred when Landlord delivers written notice thereof to Tenant and all of the following conditions have been fulfilled:

(a) Actual possession of the Premises shall have been delivered to Tenant free of all leases and occupants, other than this Lease, with Landlord's Work completed in accordance with the provisions of Exhibit “C”;

(b) Landlord shall have completed construction of the Common Areas, including, but not limited to, the paving, striping and curbing of all roadways, driving and parking areas, and the installation of all lighting, landscaping and storm and sanitary sewers in the Common Areas;

(c) [Landlord shall have completed construction and/or remodeling of all buildings within the Shopping Center as shown on the Site Plan [in accordance with plans approved by Tenant]. With respect to new construction, this condition shall be deemed to be satisfied upon the completion by Landlord of the foundations, exterior walls, roof and storefronts (excluding any tenant improvements which are the responsibility or obligation of Tenant) and exterior finishes with respect to all buildings to be constructed within the Shopping Center]; and

(d) Landlord shall have given Tenant written notice at least thirty (30) days prior to the date on which the Landlord's Delivery Date is to occur.

7.7 Insurance During Construction. Landlord agrees, at Landlord’s expense, to obtain and maintain public liability insurance and worker’s compensation insurance adequate to fully protect Tenant as well as Landlord from and against any and all liability for death or injury to person, or damage to property by reason of construction of Landlord’s Work. Tenant agrees, at Tenant’s expense, to obtain and maintain public liability insurance and worker’s compensation insurance adequate to fully protect Landlord as well as Tenant from and against any and all liability for death or injury to person, or damage to property by reason of the construction of Tenant’s Work.

7.8 Compliance With Law. Landlord warrants and guarantees that upon completion of Landlord’s Work, the interior and exterior of the Premises shall comply with all applicable laws, codes, ordinances and regulations of governing authorities, including, without limitation, the Americans With Disabilities Act (“ADA”). If at any time the Premises does not comply with all applicable laws, codes, ordinances and regulations of governing authorities, then, except for work that is specifically required by Tenant’s use and occupancy, the Premises shall be brought into compliance at Landlord’s expense. If Landlord fails to bring the Premises into compliance within the time period required by applicable governing or quasi-governing authorities, then Tenant may bring the Premises into compliance and Landlord shall reimburse Tenant for all costs incurred by Tenant in bringing the Premises into compliance within ten (10) days after notice from Tenant given from time to time as costs are incurred. If Landlord fails to reimburse Tenant, Tenant may deduct unreimbursed costs against the next ensuing rent payments and all other payments due Landlord by the terms of this Lease. Landlord shall also be responsible for paying any and all fines, penalties and interest assessed by any governmental or quasi-governmental authority if Landlord’s Work at the Premises fails to comply with all applicable laws, codes, ordinances and regulations of governmental or quasi-governmental authorities during the Term of this Lease. Tenant shall be responsible for paying all fines, penalties or interest for noncompliance or violation of codes and regulations of governmental or quasi-governmental authorities during the Term with respect to Tenant’s Work.

**. REMAINDER OF THE IMPROVEMENTS**

8.1 Visibility and Access. Except with Tenant's prior written consent, Landlord shall not erect, construct or install (or permit to be erected, constructed or installed) buildings, signage, landscaping or other improvements or permanent barriers within any portion of the Shopping Center designated in the Site Plan as “Critical Common Areas.” (If the Site Plan does not designate any Critical Common Areas, then the entire Common Areas constitute Critical Common Areas.) [Note: The Critical Common Areas must be appropriately designated in the Site Plan.]

8.2 Minimum Interference. In carrying out any construction work, making any repairs or carrying out any maintenance in the Shopping Center after Tenant takes possession of the Premises, Landlord shall use its best efforts to prevent any interference with the business of Tenant or any subtenant or licensee of Tenant.

**. SIGNS**

9.1 Tenant's Signage. Tenant may, at Tenant's expense, erect, maintain and replace Tenant's signage, canopies, awnings and/or flags from time-to-time upon or around the Premises, including, at Tenant's election, the front, side and back walls of the Premises, provided the same do not violate any of the Permitted Exceptions; provided further, however, that neither the Permitted Exceptions nor any other provisions herein shall restrict Tenant's right to erect and maintain the signage depicted in Exhibit “E”. In addition, Tenant may from time to time hang or display banners or other temporary signage on or about the exterior of the Premises or on the interior or exterior glass surfaces of the windows and doors thereof.

9.2 Signage Laws and Regulations. Tenant shall be responsible to assure that its signage (other than Landlord's pylon signs) conforms with all applicable legal requirements. Landlord shall reasonably cooperate with and assist Tenant in obtaining any approvals for rezoning, variances or permits requested by Tenant in connection with Tenant's signage, including the execution of applications therefor, and Tenant shall reimburse Landlord for any-out‑of-pocket expenses reasonably incurred by Landlord in complying with any such request; provided, however, Landlord shall not be obligated to consent to any signage changes that would violate any leases or restrictive covenants encumbering the Shopping Center or any portion thereof on the Effective Date.

[If Tenant will have pylon sign rights:] 9.3 Pylon Signage. If Landlord's Pylon Signs do not already exist, Landlord shall, at its own cost and expense and as part of Landlord’s Work, construct and complete the Pylon Signs at the locations depicted on the Site Plan prior to the Landlord's Delivery Date. During the Term of this Lease, Landlord shall keep and maintain the Pylon Signs in good condition, repair and operation, and the cost and expense thereof shall be part of the Common Area Costs (as hereinafter defined). Landlord shall install Tenant's sign panels on both sides of the Pylon Signs in the respective positions set forth in Section 1.14. If Landlord’s Pylon Signs already exist at the Shopping Center on the Effective Date, Landlord's Pylon Signs shall be in the location depicted in the Site Plan. Tenant shall, at its own expense, have the right to change or replace its sign face at any time or from time to time during the Term of this Lease, subject to compliance with applicable legal requirements.

**. COMMON AREAS**

10.1 Defined. As used herein, “Common Areas” means all portions of the Shopping Center which are not contained within the actual or planned building areas depicted in the Site Plan and not leased to or set aside for lease to or for the exclusive use of Landlord and/or any other tenant, occupant or group of tenants or occupants in the Shopping Center, including, without limitation, parking areas, roads, streets, drives, truck and delivery passages, customer loading zones, landscaped and planted areas, parking lot lighting, exterior ramps, truck loading areas, entrances, pedestrian malls, courts, stairs, ramps, exits, sidewalks, comfort and first aid stations, washrooms, parcel pick-up areas, pylon signage for the Shopping Center and other areas intended for common use as shown in the Site Plan or otherwise constructed in the Shopping Center.

10.2 Landlord's Responsibilities. Landlord shall maintain, operate and repair the Common Areas or cause the Common Areas to be maintained, operated and repaired according to the standards for first class retail shopping centers within the metropolitan area where the Premises are located, such obligations shall include without limitation: repairing and replacing paving; keeping the Common Areas properly drained, free of water, ice, snow, mud, sand, rubbish and other obstructions and in a neat, clean, orderly and sanitary condition; maintaining adequate trash receptacles throughout the Common Areas and periodically collecting and removing all refuse; keeping the Common Areas (including pylon and/or monument signage) and other areas as are necessary for safety, security and normal operation of Tenant's business adequately lighted (and in any event with a minimum lighting intensity at grade of 1.5 foot candle at all points of the parking areas of the Common Areas) during any and all nighttime hours which Landlord may determine but in any event for a minimum of ninety (90) minutes before and after Tenant's business hours (except during daylight hours); maintaining signs, markers, painted lines and other means and methods of pedestrian and vehicular traffic control; providing adequate security throughout all areas of the Shopping Center; and maintaining any planting and landscaped areas, all storm sewerage and drainage utilities and other utilities.

10.3 Parking. During the Term of this Lease, the number of parking spaces in the Common Areas shall be as shown on the Site Plan, which shall be no less than the greater of (i) five (5) spaces per one thousand (1,000) square feet of leasable square feet for the entire Shopping Center, or (ii) the number of parking spaces required under applicable law. Each parking space shall be no less than nine (9) feet from center to center and eighteen (18) feet from end to end. Landlord shall not permit the Common Areas to be used for parking or any other purpose except by tenants or other occupants in the Shopping Center and their customers, employees, agents, licensees, subtenants, invitees or contractors, and shall not cause or allow any of such parking spaces to be reserved, other than spaces reserved for handicapped parking (which shall be located in the vicinity of the Premises only if and to the extent required by law). The layout, striping and location of all parking areas and pedestrian and vehicular easements and access ways within the Critical Common Areas shall be as indicated on the Site Plan and shall not be changed without Tenant's consent, which consent shall not be unreasonably withheld.

10.4 No Use Charges. Landlord shall not exact any charge or permit others to exact any charge for use of the Common Areas by Tenant and customers, agents, contractors, invitees, licensees, subtenants or employees of Tenant or any other tenant or occupant in the Shopping Center.

10.5 Repair and Alteration Activities. In making any replacement, change, restoration, alteration, improvement or repair of or to the Premises, Tenant and its contractors, agents, employees and suppliers may use the portion of the Common Areas adjacent to the Premises for the parking of trucks and delivery vehicles, storage of materials and other matters incidental to such work, so long as such work does not materially interfere with the parking and access rights of other tenants and their customers and invitees. In making any permitted or required replacement, change, restoration, alteration, improvement or repair of or to any portion of the Shopping Center, Landlord and any other tenant or occupant in the Shopping Center and their contractors, agents, employees and suppliers may use such portions of the Common Areas as are not directly in front of or adjacent to the Premises for the parking of trucks and delivery vehicles, storage of materials, and other matters incidental to such work and no such use shall materially interfere with the business of Tenant or any subtenant or licensee of Tenant.

10.6 Tenant's Proportionate Share. From and after the Rent Commencement Date, so long as Landlord shall not be in default in the performance of its obligations under this Section, Tenant shall pay to Landlord Tenant's Proportionate Share of the reasonable expenses actually incurred by Landlord for maintaining, operating and repairing the Common Areas. As used in this Lease, the term Tenant's “Proportionate Share” shall mean the ratio of the leasable square feet of the Premises to the total leasable square feet of all of the buildings constructed or proposed to be constructed within the Shopping Center (whether or not leased or occupied), as shown on the Site Plan, but in no event shall the leasable square feet for the Shopping Center be less than the number of square feet set forth in Section 1.3. If the total leasable square feet of the Shopping Center increases, Tenant's Proportionate Share shall decrease proportionately.

10.7 Common Area Costs. The reasonable expenses of maintaining, operating and repairing the Common Areas shall include only the following items (the “Common Area Costs”): repairs and maintenance of the Common Areas, lighting, cleaning, sweeping, snow removal, security, restriping, landscape maintenance, exterior painting, the employment of personnel as is reasonably necessary to accomplish the foregoing, depreciation expenses for the amortization of the cost of capital improvements for reducing Common Area Costs (but only to the extent of actual reductions) or causing the Common Areas to comply with applicable legal requirements enacted after the Landlord's Delivery Date, and other reasonable and customary costs of maintaining the Common Areas in a first-class and clean and safe condition. The Common Area Costs shall exclude any item which is not customarily considered to be a normal expense of maintenance, operation or repair, including without limitation the following: improvements or repairs which are capital in nature under generally accepted accounting principles (including, without limitation, landscaping, pavement and structural replacements) other than depreciation expenses expressly permitted above, marketing or advertising costs for the Shopping Center, management fees in excess of five percent (5%) of Common Area Costs, leasing commissions, brokerage fees, the cost of electricity or other utilities that serve tenants' spaces, executive or managerial salaries, consulting fees, fees paid to architects, engineers, attorneys or other professionals, market study fees, initial paving, striping or landscaping costs, costs of sculptures, paintings or other art work in the Common Areas, costs of structural repairs or replacements, costs of repair or replacement of any item required to be covered by insurance hereunder in excess of any permitted deductible, costs of any repairs which are depreciated, any other depreciation expense (except as expressly permitted above), penalties incurred because Landlord fails to pay taxes or any other obligation on time, points, fees and interest charges, principal payments or other payments of an any kind related to Landlord's financing or refinancing of the Shopping Center or any portion thereof, rental or other payments under any ground lease, money that Landlord must pay if it defaults under a lease or other agreement, the costs of containing, removing or otherwise remediating any contamination of the Land or other portions of the Shopping Center or other environmental liability, home or branch office expenses, any general overhead costs, any excessive amount the Landlord pays an affiliated party or a contractor or vendor because of a special relationship or any other unjustifiable or unreasonable cost, and expenses for insurance or taxes of any kind (provided that Landlord shall be entitled to reimbursement for such expenses in accordance with Sections 12 and 13). All Common Area Costs shall be based upon competitive charges for similar services and/or materials that are available in the general vicinity of the Shopping Center.

10.8 Estimated Common Area Costs. At least thirty (30) days before the beginning of each calendar year during the Term of the Lease, Landlord shall provide to Tenant an estimate of the Common Area Costs for such year together with a breakdown of such calculation in reasonable detail and in a form consistent with prior years to allow comparison. Monthly during the Term of this Lease, Tenant shall pay Landlord one‑twelfth (1/12) of such estimated Common Area Costs, in advance, at the same time and in the same place as the Minimum Rent. Within sixty (60) days after the end of each calendar year during the Term hereof and the expiration of the Term of this Lease, Landlord shall submit to Tenant an Adjustment Bill (defined below) for the actual amount of Common Area Costs required to be paid by Tenant. If Tenant's Proportionate Share of the actual Common Area Costs with respect to such period exceeds the aggregate amount(s) previously paid by Tenant with respect thereto, Tenant shall pay to Landlord the deficiency within fifteen (15) days following written notice from Landlord. However, if the aggregate amount(s) previously paid by Tenant with respect thereto exceeds Tenant's Proportionate Share of the actual Common Area Costs for such period, then Landlord shall pay Tenant a refund of such net surplus within fifteen (15) days following the end of said period. The “Adjustment Bill” and other billings shall be certified as correct by a Certified Public Accountant or the chief financial officer of Landlord set forth in reasonable detail the total Common Area Costs during such period and shall be accompanied by reasonable evidence of the amount and Landlord's payment thereof and the method of calculating Tenant's Proportionate Share. Landlord may not in any event submit to Tenant an Adjustment Bill or other billing for any of Tenant's Proportionate Share of Common Area Costs later than one (1) year after the year during which such Common Area Costs were incurred. Notwithstanding the foregoing, Tenant's Proportionate Share of Common Area Costs for the first full calendar year during the Lease Term shall not exceed the amount set forth in Section 1.12. Notwithstanding anything contained in this Section 10.8 to the contrary, no annual increase in Tenant’s Proportionate Share of Common Area Costs shall exceed five percent (5%). Landlord shall use its best efforts to minimize Common Area Costs in a manner consistent with good shopping center practices and there shall be no duplication in charges to the Tenant by reason of Tenant’s obligation to reimburse Landlord for Common Area Costs or by reason of any other provision set forth in this Lease.

10.9 Changes to Common Areas. The continued existence of the Common Areas for the Term are a material consideration for Tenant entering into this Lease, and no change, alteration or addition shall be made to the Common Areas or the Site Plan, including, but not limited to, the configuration of the Common Areas, methods of ingress and egress, direction of traffic, lighting, curbing, building heights and stories, the landscaping (which would affect to the Premises), construction of buildings outside of the building envelopes shown on the site Plan and the number of parking spaces and configuration, without the prior written consent of Tenant, which may be withheld by Tenant in Tenant’s sole and exclusive discretion. Should any change in the location and arrangement of the Common Areas adversely affect and/or interfere with Tenant’s business operations, Tenant, in addition to any remedy it may have at law or in equity, shall have the right to terminate this Lease, or, at its option, shall receive an abatement of rent and any other payment obligations due under this Lease for the period of the adverse effect or interference.

10.10 Landlord's Books and Records. Landlord shall maintain complete and accurate books and records of Common Area Costs for a period of at least two (2) years following the end of the period to which they pertain. Such books and records shall be kept at a location in the continental United States known to Tenant, and Tenant or its auditors shall have the right, with reasonable notice, to inspect and audit such books and records at any time during normal business hours. Tenant shall promptly repay Landlord for any underpayments which are identified as a result of Tenant's audit, and Landlord shall promptly repay Tenant for any overpayments or unsupported costs which Tenant or its auditors identify. If such overpayments or unsupported costs exceed five percent (5%) of the total Common Area Costs for the period, Landlord shall pay for the reasonable cost of the audit within ten (10) days following receipt of Tenant's invoice and reasonable supporting documentation therefor.

**. REPAIRS**

11.1 Landlord's Responsibilities. Landlord shall at its own sole cost and expense: repair or cause to be repaired all damage to the Premises or Common Areas caused by structural or latent defects; maintain in good condition and repair the roofing, signage, sprinkler mains, canopy, gutters, downspouts, wiring, heating, ventilation and air conditioning systems, all concealed plumbing, pipes, conduits and equipment within or serving the Premises and all structural portions of the Premises and other buildings and improvements in the Shopping Center (which shall include without limitation the foundations, parking and service facilities, sidewalks, walkways, driveways, exterior walls, exterior doors, columns, store front (excluding plate glass), floors, roof structure and all members supporting floors or roof); repaint all exterior painted portions of the Shopping Center whenever necessary as a result of peeling, flaking, stains or discoloration or otherwise; and make all repairs and changes to the Premises or Common Areas required by reason of the negligence of the Landlord, its employees, agents, contractors or other tenants or occupants of the Shopping Center, fire or other casualty, exterior vandalism or any breach by Landlord of any provision of this Lease.

11.2 Tenant's Responsibilities. Tenant shall maintain the non-structural portions of the interior of the Premises in good order and shall perform all necessary repairs and maintenance to the interior of the Premises as are not required in this Section 11 to be made by Landlord. Notwithstanding anything herein to the contrary, Tenant agrees to coordinate with Landlord’s roof contractor in connection with any penetrations to be made to the Premises roof as set forth on Tenant’s Plans, provided, Landlord shall remain responsible for any such roof penetrations, including, without limitation, supervising Landlord’s contractor’s work, and for any resulting damage to the roof or Premises.

11.3 Failure to Perform. All repairs to be performed by Landlord shall commence as soon as reasonably possible but in any event within fifteen (15) days after written notice of the necessity therefor has been given by Tenant, and if Landlord has not commenced the necessary repairs within the required period or fails thereafter to pursue such repairs diligently until completion, then Tenant may at any time thereafter, but shall have no obligation to, make such repairs at the expense of Landlord. Landlord further agrees that Tenant may, without notice, make emergency repairs costing not in excess of $5,000.00 at Landlord's expense. Upon demand by Tenant, Landlord shall pay Tenant an amount equal to all costs, fees and expenses paid or incurred by Tenant for any repairs made by Tenant pursuant to this paragraph. If Landlord fails to pay to Tenant such total amount within fifteen (15) days after receiving a written demand therefor and summary thereof together with reasonable supporting documentation, Tenant may deduct the same from the next payments due to Landlord hereunder until repaid in full. If, during the making of any repairs or alterations herein required or authorized to be made by Landlord, Tenant is deprived of the uninterrupted use of any portion of the Premises, the Minimum Rent and other charges payable by Tenant hereunder shall be equitably abated. Notwithstanding the foregoing, in the event of an emergency, Tenant may carry out and complete such maintenance and/or repairs and any costs expended by Tenant, if not paid by Landlord within ten (10) days after notice from Tenant, shall be deducted from the next ensuing rent payments and other payments due Landlord by the terms of this Lease.

**. INSURANCE**

12.1 Casualty Insurance. Throughout the Term, Landlord shall maintain at all times fire and extended coverage insurance in an amount equal to the full replacement value of the Shopping Center, including the Premises, whether made by Landlord or Tenant. The proceeds of said policy shall be used, to the extent necessary, for repair or reconstruction of the Premises and the Shopping Center, if and as set forth in Section 30.

12.2 Liability Insurance. Throughout the Term of this Lease, Landlord shall maintain public liability insurance in respect of the Common Areas in at least the amounts of one million dollars ($1,000,000.00) for personal or bodily injury to any one person, two million dollars ($2,000,000.00) for personal or bodily injury to all persons in any one occurrence and five hundred thousand dollars ($500,000.00) for damage to property.

12.3 Insurance Costs. Insurance required to be maintained by Landlord hereunder shall have a deductible no greater than five thousand dollars ($5,000.00) without Tenant's consent. The costs to Landlord of all such required insurance are hereinabove and hereinafter called the “Insurance Costs.” From and after the Rent Commencement Date, Tenant shall pay to Landlord Tenant's Proportionate Share of such Insurance Costs within thirty (30) days following receipt of a statement from Landlord showing the total amount thereof and a receipted invoice or other reasonable evidence of Landlord's payment thereof. Notwith­standing the foregoing, Tenant's Proportionate Share of Insurance Costs for the first full calendar year during the Lease Term shall not exceed the amount set forth in Section 1.12.

12.4 Tenant's Insurance. Throughout the Term of this Lease, Tenant shall maintain in respect of the Premises public liability insurance protecting Landlord and Tenant in amounts of one million dollars ($1,000,000.00) for personal or bodily injury to any one person, two million dollars ($2,000,000.00) for personal or bodily injury to all persons in any one occurrence, and five hundred thousand dollars ($500,000.00) for damage to property.

12.5 Indemnities. Tenant shall indemnify and hold Landlord harmless from and against any and all losses, claims, demands, damages, liabilities or expenses (including reasonable attorneys' fees) actually or allegedly (i) arising from Tenant's use or occupancy of the Premises or any part thereof or (ii) occasioned by any act or omission of Tenant or Tenant's employees, agents, contractors, sublessees or concessionaires. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from negligence or otherwise willful misconduct of Landlord or its agents, contractors, employees, tenants or concessionaires. Landlord shall indemnify and hold Tenant harmless from and against any and all losses, claims, demands, damages, liabilities or expenses (including reasonable attorneys' fees) allegedly or actually (i) arising from the use, occupancy or condition of any portion of the Shopping Center outside of the Premises or (ii) occasioned by any act or omission of Landlord or Landlord's employees, agents, contractors, tenants or concessionaires. The foregoing shall not apply to any loss, claim, damage, liability or expense arising out of or resulting from the negligence or otherwise willful misconduct of Tenant or its agents, contractors, employees, sublessees or concessionaires.

12.6 Insurance Requirements. Each party shall promptly deliver to the other certificates of all insurance policies required under this Lease and shall thereafter deliver to the other party renewal policies or certificates at least fifteen (15) days prior to the expiration of any existing policy. Tenant shall provide such certificates to Landlord before entering the Premises for any purpose.Each public liability policy maintained by any party shall name the other as an additional insured thereunder. All insurance policies required under this Lease shall contain a provision that the same cannot be cancelled without thirty (30) days prior notice to all insured parties and shall be written by companies admitted to do business in the jurisdiction where the Shopping Center is located, provided such companies have a Best's financial category minimum rating of Class “A/VIII “ or better in the most recent edition of Best's Insurance Report or as otherwise reasonably approved by Landlord and Tenant in the event such rating system shall be modified or discontinued. Each of Tenant and Landlord shall have the right to provide any insurance required to be carried by it hereunder under blanket policies, so long as the minimum amounts of coverage required herein are expressly reserved for the Shopping Center and the Premises and the coverage required hereunder is otherwise not diminished or reduced.

**. REAL PROPERTY TAXES**

13.1 Tenant's Proportionate Share. Landlord shall pay before delinquent all Real Property Taxes (as hereinafter defined) and assessments lawfully imposed on the Shopping Center or on any improvements constructed on the Shopping Center during the Term. Landlord shall be solely responsible for payment of any and all penalties and interest imposed for any late payment of Real Property Taxes, except to the extent caused by any late payment by Tenant of its obligations hereunder. From and after the Rent Commencement Date, Tenant shall be responsible to pay its Proportionate Share of all real property taxes and assessments levied or assessed upon the Shopping Center or the applicable legal tax parcel on which the Premises is located (as specified more fully in Section 13.2 below) during the Term hereof (“Real Property Taxes”), excluding (i) any assessments for betterments or improvements which are required to be completed prior to the Landlord's Delivery Date (ii) any correction of or supplement to any tax or assessment for any period prior to the Rent Commencement Date, (iii) any increases in Real Property Taxes caused by a “change of ownership” as defined in the law under which the reassessment or tax increase results from a transfer of all or a portion of Landlord's estate in the Shopping Center, (iv) income, excess profits, estate, gift, single business, inheritance, succession, transfer, franchise, capital or other tax assessments upon Landlord, and (v) any "rollback" taxes or other retroactive taxes based upon a change in use of the property of which the Premises form a part. Landlord hereby agrees that, if any general or special assessment, whether ordinary or extraordinary, is assessed in whole or in part against the Shopping Center which may be payable over a term of years, Landlord will exercise its right to make payment over such term of years, and only such portion of any such tax or assessment which falls due within each year of this Lease shall be used in the determination of Tenant's payment obligation. Tenant shall pay to Landlord its Proportionate Share of such Real Property Taxes within thirty (30) days following receipt of a statement from Landlord showing the total amount thereof and a receipt or other reasonable evidence of Landlord's payment thereof. Any Real Property Taxes relating to a fiscal period a part of which is not included within the Term of this Lease shall be prorated so that Tenant shall pay only that portion thereof which relates to the tax period included within the Term of this Lease.

13.2 Tax Contests. Tenant may, at Tenant's expense, contest or join in the contest of the amount or validity of any Real Property Taxes which it is required to pay hereunder and may for such purpose institute proceedings in the name of the Landlord. In the event Tenant obtains a refund or abatement, Tenant shall be entitled to be reimbursed for all reasonable costs and expenses, including attorneys' fees, incurred in connection therewith but in no event more than the amount of the recovery in addition to its Proportionate Share of the net balance of such refund or of any net refund or abatement of Real Property Taxes, after deduction of costs, whether recovered by Tenant, Landlord or otherwise. In contesting any Real Property Taxes, Tenant shall (i) post any required bonds or follow such other procedure as may be required to avoid penalties or interest charges to Landlord, (ii) comply with all laws of the jurisdiction where the Shopping Center is located, and (iii) not allow any lien to be placed on the Shopping Center unless bonded over in a manner reasonable acceptable to Landlord.

13.3 Notice of Assessment. Landlord shall promptly provide Tenant with a copy of any Real Property Tax bill accompanied by a statement as to Tenant's Proportionate Share thereof and a computation as to how said amount was determined. Landlord shall also promptly notify Tenant of any notice which Landlord receives relating to a change in the assessed valuation, classification or manner of determining the amount of Real Property Taxes payable with respect to the Premises or the Common Areas and Tenant's Proportionate Share thereof at least thirty (30) days prior to the deadline for contesting such change.

**. WAIVER OF SUBROGATION**

Landlord, for itself and for parties claiming by, through or under Landlord, hereby releases and discharges Tenant from any liability or claim for damage or destruction to the Premises, whether or not caused by acts or omissions of Tenant, and Landlord hereby waives any and all claims against Tenant for damage, loss or injury caused by or resulting from fire and/or other perils, to the extent that any such claims for damages, losses or injuries are or would be covered by fire and extended insurance coverage policies which Landlord does or is required to maintain hereunder. Tenant, for itself and for parties claiming by, through or under Tenant hereby releases and discharges Landlord from any liability or claim for damage or destruction to Tenant's property or the Premises (provided that nothing herein is intended to release Landlord from any obligation of Landlord to replace, repair or maintain such Premises), whether or not caused by acts or omissions of Landlord, and Tenant hereby waives any and all claims against Landlord for damage, loss or injury caused by or resulting from fire and/or other perils, to the extent that any such claim for damages, losses or injuries are or would be covered by fire and extended insurance coverage policies which Tenant does or is required to maintain hereunder. Landlord and Tenant shall look to their respective insurance coverage for recovery of any insured casualty damage to the Premises. Each of Landlord and Tenant shall cause any fire insurance and extended coverage policies which it maintains in respect of the Premises to contain a provision whereby the insurer waives any rights of subrogation against the other party. Both Landlord and Tenant agree to immediately give each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of said mutual waivers and to cause said insurance policies to be properly endorsed, if necessary, to prevent the invalidation thereof by reason of said waivers and shall furnish to the other party written evidence of such endorsement or that such endorsement is not required.

**. REQUIREMENTS OF LAW**

In the operation of Tenant's business at the Premises, Tenant shall comply with all applicable laws, statutes, ordinances, orders, rules and regulations of federal, state, county and municipal authorities having jurisdiction relating to the carrying on of Tenant's business, as distinguished from the physical facilities in which such business is conducted. Landlord shall be responsible for the cost of any alterations, improvements or repairs to the Premises ordered by any governmental authority, unless such alteration, improvements or repairs relate solely to the manner in which Tenant is carrying on Tenant's business in the Premises. Landlord shall, at Landlord's expense, take such action as may be necessary or appropriate to cause the Common Areas and other portions of the Shopping Center outside the Premises throughout the entire Lease Term to comply with all applicable laws, orders, statutes, ordinances, rules and regulations of federal, state, county and municipal authorities having jurisdiction over the Shopping Center.

**. ALTERATIONS**

Tenant may from time to time at its own cost and expense make such alterations, additions, restorations, changes, replacements or installations (hereinafter called “Alterations”) in, of or to the Premises as Tenant deems necessary or desirable, without the Landlord's consent to the extent the same do not affect the structural integrity of the roof, foundation or exterior or load‑bearing walls of the Premises. All other Alterations shall require the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant in making any Alteration shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities having jurisdiction, and with all regulations of any board of fire underwriters having jurisdiction over the Shopping Center. It is expressly understood and agreed that as an inducement for Tenant to enter into this Lease, Landlord acknowledges and agrees that it has previously consented to and approved Tenant's concept plans and outline specifications for an in-line store, signage package and other customary design requirements for the Premises.

**. ACCESS TO PREMISES**

Tenant shall permit Landlord to enter upon the Premises at all reasonable times during customary business hours of Tenant upon reasonable written notice to make any necessary inspections of or repairs, changes, replacements and restorations to the Premises, to exhibit the Premises to prospective purchasers and mortgagees of the Shopping Center and, during the sixty (60) day period preceding the then applicable date of expiration of the Term, upon reasonable written notice to exhibit the Premises to prospective tenants. Landlord may, without prior notice in case of an emergency, enter the Premises to remedy such emergency, in which event Landlord shall give Tenant written notice as soon as is reasonably possible thereafter of the reason for and time of entry and of all actions taken by Landlord. In the event of any entry pursuant to this Section, Landlord shall not interfere with the conduct of Tenant's business.

**. UTILITIES**

As of Landlord's Delivery Date and at all times thereafter during the Lease Term, Landlord shall make available to Tenant at the Premises all facilities for water, gas, electricity, sewerage and telephone for use in the Premises in such a manner as will allow Tenant to make normal arrangements with the public utility companies servicing the Shopping Center for providing services. Landlord shall pay any portion of any connection or tap fee or similar charge which is not part of the regular service rate for existing utility customers. Tenant shall arrange with and pay directly to such public utility companies for all utilities which it uses in the Premises except those paid as part of the Common Area Costs. Landlord shall provide separate metering for all utilities serving Tenant and the Common Areas.

**. SUBORDINATION, NON‑DISTURBANCE AND ATTORNMENT ‑**

19.1 Landlord's Delivery. Landlord shall obtain a Subordination, Non-Disturbance and Attornment Agreement (an “SNDA”) in the form reasonably acceptable to Tenant from the holder(s) (each a “Mortgagee”) of each existing mortgage, deed of trust or other similar type of encumbrance against the Premises and the lessor under any ground lease covering the Premises (each a “Mortgage”), if any, and deliver same to Tenant within thirty (30) days after the Effective Date, and from any future Mortgagee within thirty (30) days after the grant of the Mortgage from such Mortgagee. The delivery of a fully executed SNDA from each Mortgagee shall be a condition precedent to the effectiveness of this Lease and if and so long as the SNDA(s) required herein is not so delivered, Tenant may at its option terminate this Lease by written notice to Landlord. Tenant shall join in the execution and delivery of each SNDA upon the request of the Mortgagee which is a party to such SNDA.

19.2 Subordination. Upon delivery of the SNDA required above, this Lease shall become subject and subordinate to the Mortgage for which the SNDA has been delivered and any renewals, modifications, replacements or extensions thereof.

19.3 Tenant's Property. In no event shall any of Tenant's personal property, inventory, trade fixtures, trademarked items, signs, furniture or furnishings, equipment, books or records, accounts or other property or assets be or become subject or subordinate to any Mortgage or other lien or encumbrance in favor of Landlord or granted by Landlord to any Mortgagee or other person. Landlord waives any claim arising by way of any Landlord's lien whether created by statute or by contract or otherwise with respect to Tenant's Property.

**. FIXTURES**

All trade fixtures, furniture, equipment and other personalty furnished or installed by Tenant or its subtenants or licensees in the Premises (including fixtures leased to Tenant, its subtenants or licensees by third parties), regardless of the manner or mode of attachment, including but not limited to refrigeration machines, machinery, controls, piping coils and conduits appurtenant thereto, incinerators, compactors, food storage boxes, display cases, fans, counters, shelves, racks and general store fixtures, shall be and remain the property of Tenant or its subtenants or licensees and may be removed by Tenant or its subtenants or licensees at any time during the Term of this Lease or within any period of holding over. Fixtures remaining on the Premises after the expiration of such period shall be deemed abandoned by Tenant or its subtenants or licensees and shall become the property of Landlord without payment therefor.

**. ASSIGNMENT AND SUBLETTING**

Tenant may, without Landlord's approval, assign this Lease or sublet all or any portion of the Premises for any lawful use not expressly prohibited herein. Such assignment or sublease shall not relieve Tenant from any of its obligations hereunder.

**. ENVIRONMENTAL MATTERS**

Landlord represents and warrants to Tenant that all handling, transportation, storage, treatment and usage of asbestos, PCB transformers and hazardous, toxic and contaminated substances (collectively, “Hazardous Materials”) that have occurred or will occur on the Shopping Center, if any, have been and shall throughout the Lease Term be in compliance with all applicable federal, state and local laws, rules, regulations and ordinances. Landlord further represents and warrants to Tenant that no leak, spill, discharge, emission or disposal of Hazardous Materials has occurred or will occur during the Term on the Shopping Center and that the soil and groundwater on and under the Shopping Center, and all improvements located thereon, are and will continue during the Term to be free of all Hazardous Materials. Landlord shall indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant and its officers, partners, employees and agents harmless from any claims, judgment, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss including attorneys' fees through the trial, appellate and administrative levels, consultants fees, and expert fees which arise during or after the Term in connection with the presence or suspected presence of Hazardous Materials in the soil or groundwater vapor on or under the Shopping Center, and/or in any improvements located thereon, unless such Hazardous Materials are present solely as the result of the negligence or willful misconduct of Tenant, its officers, partners, employees or agents. Without limiting the generality of the foregoing, this indemnification shall also specifically cover costs in connection with:

a Hazardous Materials present or suspected to be present in the soil or ground water on or under the Shopping Center, or in any improvements located thereon, before the date hereof; or

b. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Shopping Center after date hereof; or

c. Hazardous Materials present on or under the Shopping Center as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Shopping Center during or after the Term by any person or entity.

Without limiting the generality of the foregoing, this indemnification shall specifically cover fines, penalties, sums paid in settlement of claims or litigation, fees for attorneys, consultants and experts (to be selected by Tenant) and costs for investigation, clean-up, testing, removal or restoration. If at any time during the Term of this Lease, Hazardous Materials are discovered on or under the Shopping Center in violation of any law, ordinance, rule or regulation of any governmental authority regarding the use, control, regulation or prohibition of any Hazardous Materials (“Environmental Law”) and such violation is not the result of the negligence or willful misconduct of Tenant (“Environmental Violation”), then in addition to the aforementioned indemnification, Landlord shall, upon notice of same from Tenant, promptly remove or otherwise eliminate the Environmental Violation from the Shopping Center in accordance with all applicable laws (“Remedial Action”) and without cost to Tenant or interference with Tenant’s Primary Business. If Tenant determines that Tenant’s business operations are materially affected by Landlord’s Remedial Action, then Tenant shall not be required to pay rent hereunder until such time as Landlord has completed its Remedial Action and Tenant can resume its normal business operations. If Tenant’s business operations are affected for a period of time in excess of six (6) months, then Tenant shall have the option of terminating this Lease. Notwithstanding anything to the contrary contained herein, in the event Tenant or its agents discover the presence of asbestos or asbestos containing materials in the Premises, such discovery shall be treated as an Environmental Violation. In such event, at Tenant’s sole option, which option is to be exercised by written notice to Landlord, either (i) Landlord, at its sole cost, shall take any and all Remedial Action necessary to remove all asbestos and/or asbestos containing materials from the Premises, or (ii) Tenant shall remove the asbestos and asbestos containing materials and carry out testing in connection therewith, and Landlord shall reimburse Tenant upon demand for any and all costs incurred in such removal and testing, and in the event Landlord fails to reimburse Tenant for such costs incurred within ten (10) days after demand therefor, Tenant shall be entitled to a continuing offset against the payment of rent until all amounts owing to Tenant as a result of such removal and testing have been repaid.

Tenant shall not store or use, nor permit to be stored or used, any Hazardous Materials within the Premises. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord and its officers, partners, employees and agents harmless from any claims, judgment, damages, fines, penalties, costs, liabilities (including sums paid in settlement of the claims) or loss including attorneys' fees through the trial, appellate and administrative levels, consultant fees and expert fees arising from Tenant's breach of the foregoing covenant.

The foregoing representations, warranties and indemnifications shall survive any assignment, transfer, expiration or termination of this Lease.

**. LANDLORD'S TITLE/QUIET ENJOYMENT**

Landlord covenants and agrees that Tenant shall have quiet use of and may peaceably enjoy the Premises and all appurtenances belonging thereto, including the use of the Common Areas, throughout the Primary Term and any Renewal Periods or until this Lease is earlier terminated as provided herein, subject, however, to the express terms, covenants and conditions contained in this Lease.

**. FORCE MAJEURE**

Subject to the casualty and condemnation provisions of this Lease, if either party shall be prevented or delayed from punctually performing any obligations or satisfying any condition under this Lease by any strike, lockout, labor dispute, inability to obtain labor or materials or reasonable substitutes therefor, act of God, unusual governmental restriction, regulation or control, enemy or hostile governmental action, civil commotion, insurrection, sabotage, fire or other casualty, or any other condition beyond the reasonable control of such party, or caused by the other party, then the time to perform such obligation to satisfy such condition shall be extended on a day-for-day basis for the period of the delay caused by such event; provided, however, that the party claiming the benefit of this Section shall, as a condition thereto, give notice to the other party in writing within ten (10) days of the incident specifying with particularity the nature thereof, the reason therefor, the date and time incurred and the reasonable length said incident will delay the fulfillment of obligation contained herein. Failure to give such notice within the specified time shall render such delay invalid in extending the time for performing the obligations hereunder. This Section shall not apply to the inability to pay any sum of money due hereunder or the failure to perform any other obligation due to the lack of money or inability to raise capital or borrow for any purpose.

**. END OF TERM**

Subject to the holdover provisions of this Lease, upon expiration or other termination of the Term of this Lease, Tenant shall remove all of Tenant's removable trade fixtures, furniture, equipment and other removable personalty furnished or installed by Tenant or its subtenants or licensees, unless otherwise agreed between Landlord and Tenant, and shall peaceably and quietly quit and surrender the Premises, broom‑clean, in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted, together with all Alterations.

**. HOLDING OVER**

If Tenant remains in possession of the Premises after the end of the Lease Term, such holding over shall not be deemed to extend the Term of or renew this Lease, but Tenant's occupancy thereafter shall continue as a tenancy from month to month upon the terms and conditions herein contained and at the Minimum Rent in effect immediately preceding the end of the Lease Term and may be terminated by Landlord or Tenant upon sixty (60) days prior written notice to the other party.

**. TENANT'S DEFAULT**

27.1 Events of Default. The occurrence of any of the following events shall constitute an Event of Default (herein so called) by Tenant under this Lease:

. Failure of Tenant to pay when due any installment of rent payable hereunder within ten (10) days after receipt of written notice of such failure from Landlord.

Failure by Tenant to comply with any other material term, covenant or provision of this Lease, and such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant, except that such thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Tenant proceeds to diligently cure the default.

The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant and the same are not restored to Tenant within thirty (30) days.

27.2 Remedies. On the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies, without any notice or demand whatsoever, except as otherwise indicated:

a. Terminate this Lease by giving written notice of termination to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to so surrender the Premises, then Landlord may, without prejudice to any other remedy it has for possession of the Premises or arrearages in rent, reasonably reenter and take possession of the Premises in accordance with applicable law; or

b. Reenter and take possession of the Premises without terminating the Lease in accordance with applicable law, and relet the Premises and apply the rent and any other amounts received to the account of Tenant. In the event Landlord so reenters and takes possession of the Premises as set forth above, Landlord agrees to use reasonable efforts to relet the Premises for a commercially reasonable rate at the time of such reletting. No reletting by Landlord is considered to be for Landlord's own account unless Landlord has notified Tenant in writing that this Lease has been terminated; or

c. Exercise any other right or remedy provided herein or available at law or in equity.

27.3 Remedies Cumulative. Landlord's remedies provided for herein shall not be deemed to be exclusive of any other remedies available at law or in equity, and all of Landlord's remedies shall be cumulative.

**. LANDLORD'S DEFAULT**

28.1 Tenant's Remedies. If Landlord shall be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after written notice from Tenant to Landlord specifying such default (or as to any default which requires more than thirty (30) days to remedy, if such cure is not commenced promptly and pursued diligently or continues beyond the time reasonably necessary therefor) Tenant may at its option upon written notice: (1) declare the Lease terminated and the Term ended and vacate the Premises and be relieved from all further obligations under this Lease; and/or (2) incur any expense necessary to perform the obligations of Landlord specified in such notice and set off any amount expended or damages incurred by Tenant as a result of such default against the next payments of Minimum Rent or other charges coming due under this Lease; and/or (3) avail itself of any other remedy provided herein or available at law or in equity.

28.2 Notice to Mortgagees. If the Premises or any part thereof are subject to a Mortgage and this Lease or the rentals due hereunder are assigned in connection with such Mortgage and Tenant is given prior written notice thereof, including the post office address of such Mortgagee, Tenant agrees that it will, concurrently with the giving of any notice of default to Landlord, mail a duplicate of such notice to such Mortgagee. Tenant further agrees that, in the event of such Mortgage assignment, if Tenant has been notified thereof and provided the proper address, Tenant will provide such Mortgagee written notification concurrently with Tenant's written notice to Landlord of Landlord's default hereunder and affording such Mortgagee a period after the mailing of such notice which is equal to and shall run concurrently with any notice or grace period given to Landlord, and Tenant agrees to accept such Mortgagee's cure of Landlord's default during such cure period as though performed by Landlord.

28.3 Remedies Cumulative. Tenant's remedies provided for herein shall not be deemed to be exclusive of any other remedies available at law or in equity, and all of Tenant's remedies shall be cumulative.

**. PROHIBITED AND EXCLUSIVE USES**

Throughout the Term, Landlord will not use, lease, sell for the intended use, permit others to use, manage or permit any tenant or occupant to use, any outparcels depicted in the Site Plan or any land or structure within the Shopping Center or any property presently or hereafter owned, leased or controlled directly or indirectly by Landlord within two (2) miles in any direction from the boundary line of the Shopping Center for: (i) any of the “Prohibited Uses” set forth in Exhibit “F” hereto, or (ii) so long as Tenant is using the Premises for Tenant's Primary Business (except for interruptions due to casualty, condemnation or Tenant's remodeling), (A) a restaurant or other business primarily serving pizza; (B) an arcade or game room; (C) a business primarily providing physical play activities for children (including, but not limited to Discovery Zone, Leaps and Bounds, Peter Piper, Pistol Pete's or similar concept); or (D) the use of kiddie rides or games (including but not limited to electronic, computer-controlled, redemption and pin-ball games). Landlord shall deliver to Tenant on or prior to the Effective Date binding documentation, in recordable form, containing such restriction on the Shopping Center and all other property presently owned, leased or controlled by Landlord and Landlord shall be subject to a continuing obligation to deliver similar documentation in recordable form to bind property subsequently acquired, leased or controlled by Landlord which falls within said two (2) mile restriction area. In the event of a breach by Landlord under the terms of this Section, Tenant shall be entitled to injunctive relief as well as all other remedies available at law or in equity, Landlord acknowledging and agreeing that Tenant does not have an adequate remedy at law for breach of this provision.

**. DAMAGE OR DESTRUCTION**

30.1 Notice. If all or any part of the Premises, the Shopping Center or the Common Areas is damaged or destroyed by fire, tornado or other casualty, Tenant shall give immediate written notice thereof to Landlord.

30.2 Generally. If the Premises should be damaged by fire or other casualty such that rebuilding or repairs cannot be completed within one hundred eighty (180) days from the date of such damage, Tenant may, within thirty (30) days of the determination of the number of days necessary to restore the Premises, terminate this Lease by written notice to Landlord and rent and all additional charges shall be abated as of the occurrence of the damage. If the Premises should be damaged or destroyed by casualty and, in connection with such casualty, greater than fifty percent (50%) of the replacement cost (excluding foundation) of the entire Shopping Center is damaged or destroyed, then Landlord may terminate this Lease by written notice to Tenant within thirty (30) days after the determination of the cost of restoration, and rent and all additional charges shall be abated as of the occurrence of such damage and any prepaid rent or other sums paid by Tenant hereunder shall be refunded by Landlord to Tenant within ten (10) days of said notice of termination.

30.3 Restoration.

(a) If the Premises or other portion of the Shopping Center should be damaged prior to the final two (2) full calendar years of the Lease Term and neither Landlord nor Tenant terminate this Lease pursuant to Section 30.2 above, Landlord shall, at its sole cost and risk, proceed forthwith to rebuild or repair the Premises or the Shopping Center, as the case may be, to substantially the condition which existed prior to such damage except that Tenant shall have the right to require Landlord to make non-structural interior changes to the Premises in the course of such restoration, which changes shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If the cost and expense of restoration of the Premises is increased by any change or changes made by Tenant or if Landlord is damaged by any delay caused solely by such Tenant requested change or changes, then Tenant shall pay Landlord, promptly upon demand, the amount or amounts by which the cost or expense of restoration of the Premises was thereby increased and the actual out of pocket amount by which Landlord was damaged solely as a result of such delay.

(b) If the Premises should be damaged during the final two (2) full calendar years of the Primary Term hereof, Landlord shall not be required to rebuild or repair such damage and this Lease shall automatically terminate and rent and all additional charges shall be abated as of the date of such damage, unless Tenant shall exercise an option to extend the Term hereof, if any is contained herein or available to be exercised by Tenant, in which case Landlord shall at its sole cost, expense and risk, proceed forthwith to rebuild or repair such damage.

(c) If the existing laws or codes do not permit restoration of the Premises to substantially the same condition as they were in immediately before such damage or destruction, then, except as otherwise provided in this Section 30, Landlord shall restore the Premises so as to comply with the then existing laws or codes; provided that if compliance with the then existing laws or codes will require a material alteration of the design of the Premises to such an extent that the available floor space within the Premises is altered by more than 15% or the annual cost of operating and/or maintaining the Premises is increased by more than 15%, then Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after Tenant receives written notice from Landlord of such determination, in which case the Lease shall cease as of the date of damage or destruction.

30.4 Determination of Restoration Period. The determination of whether the Premises can be rebuilt or repaired within one hundred eighty (180) days from the date of any damage and the replacement cost of any damage to the Shopping Center shall be in the mutual, reasonable judgment of both Landlord and Tenant. If Landlord and Tenant cannot agree, the determination shall be made by an independent contractor mutually acceptable to both Landlord and Tenant.

30.5 Abatement. If so much of the Premises or Common Areas shall be damaged so that Tenant, in its reasonable judgment, is unable to conduct business from the Premises, Tenant may discontinue the conduct of business from the Premises and all rent shall abate and the Term shall toll thereafter. The rent abatement and tolling of the Term shall end on the earlier to occur of: (i) the date on which the damage shall be repaired or replaced and Tenant, in its reasonable judgment, determines that it is able to conduct its business in the Premises; or (ii) or the date on which the conduct of business from the Premises shall be resumed. In the event the Premises can be used for the operation of business, rent and other charges payable by Tenant shall be paid in proportion to the amount and value of the Premises available for use so that there shall be a fair apportionment of rent and other charges payable by Tenant.

30.6 Commencement of Repairs. If Landlord does not commence within sixty (60) days from date of Tenant's notification that Tenant desires the Premises rebuilt (or if Tenant has no right to terminate this Lease under this Section 30 then sixty (60) days after the occurrence of the casualty), and at all times diligently proceed to restore the Premises, and such failure continues for fifteen (15) days after written notice thereof from Tenant, Tenant shall have the right, upon giving notice to Landlord, in addition to other rights provided herein, to terminate this Lease on written notice to Landlord, and all rent and all additional charges shall be abated as of the date of such default notice. The date on which restoration work or repairs are deemed to be complete shall be the date on which both: (i) a permanent certificate of occupancy is issued by the applicable governmental authority with respect to such restoration and repair; and (ii) Tenant has approved such work.

30.7 Insurance Proceeds. The insurance proceeds with respect to any damage or destruction of the Premises shall be applied solely to the cost of the repair or replacement of the damage or destruction unless this Lease is terminated as provided in this Section 30. In the event the insurance proceeds are insufficient to pay for the costs of the repairs, the excess costs shall be borne by the Landlord; provided that, if Landlord is otherwise in compliance with the provisions of Section 12 and this Section 30, Landlord shall only be required to expend ten percent (10%) in excess of the amount of such insurance proceeds (the "Excess"), and if Landlord chooses not to pay for the cost of restoration above the Excess, Tenant may terminate this Lease, effective as of the date of the casualty, or Tenant may elect to pay the cost of restoration above such insurance proceeds and the Excess.

30.8 Other Major Casualties.

(a) If the Common Areas or any buildings in the Shopping Center (other than the Premises) are damaged in whole or in part by fire or other casualty, and more than 33% of the leasable square feet of the buildings of the Shopping Center are damaged, destroyed or rendered untenantable, or more than 33% of the Common Areas is thereby rendered unusable, irrespective of whether the Premises is damaged or destroyed, and if after the happening of either of such events Landlord does not commence within the time set forth in Section 30.8(b) to restore the same, then Tenant shall have the right to terminate this Lease as provided in Section 30.8(b).

(b) If, after the occurrence of damage to the Common Areas and/or the buildings in the Shopping Center (other than the Premises) as described in Section 30.8(a) above, Landlord does not commence within ninety (90) days after such damage or destruction and at all times diligently proceed to restore the same, and such failure continues for fifteen (15) days after written notice thereof from Tenant, Tenant shall have the right to terminate this Lease by giving notice to Landlord, which notice shall state the date of termination. Upon the date specified in such notice, this Lease Term will cease and expire and any rent already paid to Landlord for any period after the termination date will promptly be reimbursed to Tenant and all parties are released from further Lease obligations other than these obligations or liabilities which expressly survive the expiration of the Term or earlier termination of this Lease.

**. EMINENT DOMAIN**

31.1 Notice. Landlord shall promptly notify Tenant in the event that it has knowledge or receives notice of any pending or proposed condemnation affecting all or any portion of the Shopping Center.

31.2 Generally. If, during the Term of this Lease, any condemnation proceeding or transfer or conveyance in lieu thereof, affects any portion of or interest in the Premises or the Critical Common Areas and, in Tenant's reasonable judgment, such taking adversely affects vehicular or pedestrian access to or from or visibility of the Premises or any necessary service drives or loading docks or facilities or renders the Premises unsuitable for the operation of Tenant's Primary Business, Tenant may, within thirty (30) days following the date when Landlord gives Tenant notice of such proceeding, terminate this Lease upon written notice to the Landlord. In the event of such termination by Tenant, all of Tenant's obligations accruing hereunder, including any future obligation to pay rent or other charges, shall terminate as of the date of such taking; provided, however, that any prepaid rent or other sums paid by Tenant hereunder shall be refunded by Landlord to Tenant within ten (10) days of the date of said notice of termination. If Tenant elects not to terminate this Lease as provided herein, Landlord shall forthwith, at its sole cost and expense, restore and reconstruct the Shopping Center, including the Premises, as nearly as possible to the same condition, configuration and usefulness as existed prior to such taking. In the event of a taking which does not result in a termination of this Lease, the rent and any other charges provided herein shall be equitably adjusted and Landlord shall be entitled to the entire condemnation award, except that amount to compensate Tenant for the taking of its fixtures and equipment, loss of business, moving expenses and leasehold interest, and Landlord shall promptly and at all times diligently restore the Premises to as nearly to its condition prior to such taking as is reasonably possible.

31.3 Proceedings. Landlord represents and warrants that as of the Effective Date, it has no actual or constructive knowledge of any proposed condemnation, road or access or visibility changes including, but not limited to, turn restrictions, barriers or medians, overpasses, underpasses or bypasses, that would affect the Shopping Center or the Premises or Tenant’s Primary Business of any part of the Shopping Center or the Premises. In the event that subsequent to the Effective Date, but prior to the Rent Commencement Date, a total or partial condemnation, either permanent or temporary or road or access or visibility changes that would affect the Shopping Center or the Premises or Tenant’s Primary Business, is proposed by any competent authority, Tenant shall be under no obligation to commence or continue to improve and/or remodel the Premises and rent and other charges, if any, payable by Tenant under this Lease shall abate until such time as it can be reasonably ascertained that the Shopping Center or the Premises shall not be so affected in Tenant’s sole discretion. In the event the Shopping Center or the Premises is so affected, Tenant shall have the option to (a) recover all rights, damages and awards pursuant to the appropriate provisions of Section 31.2; or (b) terminate this Lease.

**. SEVERABILITY OF PROVISIONS**

Nothing contained in this Lease shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Lease and any present or future statute, law, ordinance or regulation contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event the provision(s) of this Lease thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Lease shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision(s) shall be deemed deleted, and the remaining part of the Lease shall continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision(s) hereof unenforceable, such provision(s) shall be modified only to the extent necessary to render it enforceable and this Lease shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

**. MEMORANDUM OF LEASE**

Upon the Effective Date, each of Landlord and Tenant shall execute, acknowledge and deliver to the other duplicate originals of a Memorandum of Lease in the form attached hereto as Exhibit “G” containing the information required by law for recordation and notice to third parties, which Memorandum of Lease shall be promptly recorded by Landlord or, if Landlord fails to do so, Tenant may record such Memorandum at Landlord's expense. Upon expiration or termination of this Lease, Tenant will at Landlord's request execute and deliver to Landlord a release of such Memorandum of Lease.

**. ESTOPPEL CERTIFICATES**

Upon the reasonable request of either party, at any time or from time to time (but no more often than twice in any Lease Year without the consent of the other party), each of Landlord and Tenant agree to execute, acknowledge and deliver to the other within thirty (30) days after request a written instrument in a form reasonably satisfactory to both parties duly executed and acknowledged (a) certifying that this Lease has not been modified except as set forth in such certificate and is in full force and effect as modified, (b) specifying the dates to which the Minimum Rent and other charges hereunder have been paid and the amounts thereof, (c) stating whether or not, to the knowledge of the party executing such instrument, it or the other party thereto is in default hereunder and, if so, stating the nature of such default, (d) stating the Rent Commencement Date, (e) stating which options to extend the Term have been exercised, if any, (f) stating whether or not the Landlord has satisfactorily completed all of Landlord's construction work required by the Lease, if any, (g) stating whether or not the Tenant has a claim against Landlord which might be offset against accruing rent, and (h) stating such other factually accurate matters pertaining to the terms or subject matter of this Lease as may be reasonably requested.

**. RENT NOTICE**

If the ownership of the Premises or the name or address of the party entitled to receive the rent shall be changed, Tenant may, until receipt of notice of such change as provided in Section 36 below from Landlord and from the grantor, assignor or other party entitled to receive the rent immediately preceding such change, continue to pay the Minimum Rent and other charges hereunder to the party to which and in the same manner as the last preceding installation of rent was paid. Tenant may rely upon and shall proceed in accordance with any notice of change given in accordance with this Section.

**. NOTICES**

Any notices, consents, approvals, elections, submissions, requests or demands required or permitted to be given under this Lease or pursuant to any law or governmental regulation by Landlord to Tenant or by Tenant to Landlord shall be in writing (whether or not expressly so provided) and shall be deemed received and effective: (i) three (3) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid or (ii) one (1) business day after being sent by overnight express mail or nationally recognized courier service (e.g., Federal Express) to Landlord or Tenant, at the respective addresses set forth in Section 1 or such other addresses as either party may designate by notice to the other from time to time. In lieu of registered or certified mail, and in any event during any period of postal strike or other interference with the mails, any notice may be given by personal delivery with a receipt signed by the person served or by any person authorized by law to serve process in the jurisdiction where such service is accomplished and shall be effective when received.

**. NO WAIVER**

No delay or omission in the exercise of any right or remedy accruing to either party upon any breach by the other party under this Lease shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

**. EXPENSES OF ENFORCEMENT**

Should any legal action be commenced and a final nonappealable judgment rendered in connection with this Lease, the prevailing party in such action shall be entitled to recover, in addition to court costs, such amount as the court may adjudge as reasonable attorneys' fees.

**. MECHANICS' LIENS**

Throughout the Term of this Lease, Tenant shall not permit any mechanics' or materialmen's liens to be filed upon the Shopping Center or any portion thereof as a result of any action of Tenant. Tenant shall, after receipt of notice of such lien, cause such lien to be removed within sixty (60) days of receipt of such notice or if Tenant wishes to contest such lien, Tenant shall, within such sixty (60) day period, post a bond as set forth by statutes of the jurisdiction in which the Premises are located sufficient to remove such lien from the title to the Shopping Center. In the event Tenant fails to act within such sixty (60) day period, Landlord may take such steps as it deems necessary to remove the lien, including settlement and payment thereof, and Tenant shall reimburse Landlord upon demand for any amount so expended.

**. REAL ESTATE COMMISSIONS**

Landlord agrees to pay the brokerage commissions payable to the broker(s) named in Section 1 by reason of this Lease. Both Landlord and Tenant represent to the other that they have dealt with no other broker than as set forth in Section 1 in connection with the negotiation, execution and delivery of this Lease. If any person other than such broker(s) shall assert a claim to a finder's fee, brokerage commission or other compensation on account of alleged employment as finder or broker or performance of services as a finder or broker in connection with this transaction, the party against whom the finder or broker is claiming shall indemnify, defend and hold the other party harmless from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon, including but not limited to attorneys' fees and court costs in defending such claim.

**. RELATIONSHIP OF PARTIES**

Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

**. MERCHANT'S ASSOCIATION; PROMOTIONAL ACTIVITIES**

Tenant shall not be required to join, participate in or contribute to a merchants' association or promotional fund throughout the Term of this Lease.

**. PRIVATE RESTRICTIONS**

Landlord warrants and covenants that Tenant will not be prevented from or restricted in conducting any part of Tenant's Primary Business in or from the Premises or in exercising any of the rights herein granted with respect to the Common Areas because of any restriction, covenant, lease, encumbrance or agreement entered into by any person having or who had an interest in the Premises or any portion of the Shopping Center. If Tenant is so prevented or restricted because of any court order or other judicial determination arising from any such private restriction, covenant or agreement, the rents and other charges to be paid by Tenant hereunder shall abate during the period of such prevention or restriction and, if such period continues for ninety (90) days or more, Tenant may terminate this Lease by notice in writing to Landlord at any time thereafter unless and until such prevention or restriction no longer affects Tenant's Primary Use, and in the event of such termination, Tenant shall have no further obligation or liability hereunder.

**. SALE OR TRANSFER OF THE SHOPPING CENTER**

If Landlord sells or transfers all or any portion of the Shopping Center which includes the Premises and Landlord's entire interest in this Lease in a bona fide arm's length transaction with an unaffiliated third party, then Landlord shall be released from any liability under this Lease arising after the date of such transfer effective upon the last to occur of (i) the consummation of such sale or transfer, (ii) the transferee's assumption of all of Landlord's obligations under this Lease arising from and after the date of such transfer, and (iii) Tenant's receipt of written notice of such assignment and assumption.

**. PERSONAL LIABILITY**

Landlord's liability to Tenant for any default by Landlord under this Lease is limited to Landlord's interest in the Shopping Center and any sales proceeds, casualty insurance proceeds and condemnation awards payable with respect to the Shopping Center.

**. TENANT FINANCING**

46.1 Tenant shall have the absolute right from time to time during the Term hereof and without Landlord's approval, written or otherwise, to grant and assign a mortgage or other security interest in Tenant's interest in this Lease and all or a portion of Tenant's Property (as described in Section 19.3 herein) to Tenant's lender in connection with Tenant's financing arrangements. Landlord agrees to execute such confirmation, certificates and other documents (except amendments to this Lease unless Landlord hereafter consents) as Tenant's lenders may reasonably request in connection with any such financing.

46.2 If a mortgagee notifies Landlord of the execution of a Mortgage and names the place for service of notice upon mortgagee, then:

(a) Landlord shall give to any mortgagee, simultaneously with service on Tenant, notices of all demands made by Landlord on Tenant and no such notice to Tenant shall be effective unless a copy is so served upon mortgagee.

(b) Such mortgagee shall have the privilege of performing any of Tenant’s covenants, curing any defaults by Tenant, and exercising any election, option or privilege conferred upon Tenant by the terms of this Lease.

(c) Landlord shall not terminate this Lease or Tenant’s right of possession for any default of Tenant if, within a period of thirty (30) days after the expiration of the period of time within which Tenant might cure such default, such default is cured by such mortgagee or, if within a period of thirty (30) days after the expiration of the period of time within which Tenant might commence to eliminate the cause of such default, such mortgagee diligently commences to eliminate the cause of such default.

(d) No liability for the payment of rent or any other payments due Landlord by the terms of this Lease or the performance of any of Tenant’s covenants and obligations of this Lease shall attach to or be imposed upon any mortgagee, while not in possession of the Premises, all such liability being hereby expressly waived by Landlord.

(e) No provision of this Lease which restricts the use of the Premises to less than for any lawful purpose, requires the Premises to be used for a particular purpose, inhibits free assignment or subletting or requires or implies specified times of business operation shall be binding upon a mortgagee in possession or its successors in interest.

**. CONDITIONS PRECEDENT**

Anything herein to the contrary notwithstanding, it is expressly understood and agreed that, without limitation of the other rights and remedies of Tenant hereunder, Tenant shall be entitled to terminate this Lease, by written notice delivered to Landlord on or prior to the expiration of the Feasibility Period, in the event any of the following conditions shall remain unsatisfied:

47.1 Tenant shall have received evidence reasonably satisfactory to it that the Premises is or will be subject to zoning or restrictive covenants which permit and protect Tenant's Primary Business;

47.2 Landlord shall have approved the Final Plans in accordance with Section 7.1;

47.3 Tenant shall have obtained, or received evidence reasonably satisfactory to it that it will be able to obtain, from the appropriate governmental authorities all approvals, easements, permits and licenses necessary for the construction and operation of the improvements and installations to be constructed or installed by Tenant within the Premises, including the erection of Tenant's signage, trade dress, satellite dish, curb cuts, access, parking and the operation of electronic redemption games;

47.4 Tenant shall have obtained, or received evidence reasonably satisfactory to it that it will be able to obtain, from the appropriate governmental authorities all permits and licenses necessary for the sale and on premises consumption of wine, beer, cocktails and other alcoholic beverages;

47.5 Tenant shall have obtained evidence reasonably satisfactory to it of the condition of title to the Land, including a survey of the Shopping Center and copies of all instruments and agreements evidencing the Permitted Exceptions, and such condition of title shall be satisfactory to Tenant; and

47.6 Tenant shall have obtained a written Phase I Environmental Assessment ("Assessment") of the Shopping Center and/or the Premises, which Assessment shall be prepared by an environmental professional selected by Tenant and shall comply with the terms and provisions of the "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process", ASTM Standard 1527-93 as presently in effect and promulgated by the American Society of Testing and Materials and Tenant's Guidance Document and Service Agreement therefor. If the Assessment discloses any known or suspected environmental contamination, Tenant, at Landlord's expense, may order additional tests and investigations to determine if the Premises is satisfactory for Tenant's Primary Use.

If Tenant determines that it will not be able to satisfy all the conditions under this Section before the expiration of the Feasibility Period, then Tenant may extend the Feasibility Period from time to time by up to three (3) periods of up to thirty (30) days each, by written notice to Landlord before the expiration of the Feasibility Period, as extended, if applicable. The Feasibility Period shall terminate upon Tenant's express written waiver of the Feasibility Period.

**. CHOICE OF LAW**

This Lease shall be governed by the laws of the State in which the Premises are located.

**. MISCELLANEOUS**

49.1 Termination. In the event this Lease is terminated pursuant to a right to do so herein contained, neither party hereto shall thereafter have any further obligation or liability one to the other, and this Lease shall be of no further force or effect.

49.2 Captions. The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

49.3 Gender. Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

49.4 Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.

49.5 Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.

49.6 Multiple Counterparts. This Lease may be executed in multiple copies, each of which shall be deemed an original, and all of such copies shall together constitute one and the same instrument.

49.7 Time is of the Essence. Time is of the essence in the performance of each obligation, covenant and condition under this Lease.

49.8 Interpretation. It is hereby mutually acknowledged and agreed that the provisions of this Lease have been fully negotiated between parties of comparable bargaining power with the assistance of counsel and shall be applied according to the normal meaning and tenor thereof without regard to the general rule that contractual provisions are to be construed narrowly against the party which drafted the same.

49.9 No Offer. The submission of this Lease for examination does not constitute an offer to enter into a Lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

49.10 Title Insurance.

(a) Prior to the Effective Date, Landlord shall deliver to Tenant a current abstract of title or existing title policy on the Shopping Center and all appurtenant easements. Tenant may order a title insurance commitment on the Shopping Center and/or the Premises prepared by a title company (“Title Company”) selected by Tenant, insuring Tenant against loss or damage from and after the Effective Date in the amount of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subject only to title exceptions acceptable to Tenant, in its sole discretion. Landlord shall pay for any cost incurred in searching title and, contemporaneously with the execution of this Lease, if requested by Tenant, shall pay for an ALTA from Leasehold Title Insurance Policy (“Title”) approved by Tenant, with extended coverage over all general exceptions in the amount set forth herein and any title endorsements required by Tenant. The Premises shall be leased to Tenant free, clear and unencumbered of all tenancies and parties in possession on the Effective Date.

(b) In the event the title insurance commitment shall reflect encumbrances or other conditions not acceptable to Tenant in Tenant’s sole discretion (“Defects”), then, Landlord, upon Tenant’s notification of the Defects, shall immediately and diligently proceed to cure same and shall have thirty (30) days from the date of Tenant’s notice within which to cure the Defects to Tenant’s satisfaction. If, after the exercise of all reasonable diligence, Landlord is unable to remove or obtain a title endorsement over the Defects within such thirty (30) day period, then Tenant may accept the Defects or Tenant may terminate this Lease and the parties shall be released from further liability.

49.11 Exclusive Parking. Tenant and its customers shall have the exclusive use of those \_\_\_\_\_ parking spaces cross-hatched on the Site Plan and shall have the right to place signs “Reserved Parking - Chuck E. Cheese’s Customers only” on such parking spaces. Tenant shall have the right to enforce its exclusive parking rights under this paragraph by the ticketing and towing of cars. Landlord shall not permit, except to the extent required by law, any fire lane, loading zone or other restrictive parking to be located in the vicinity of Tenant’s storefront, entrance to the Premises or Tenant’s reserved parking.

49.12 Right of First Lease. If at any time during the Term of this Lease, Landlord desires to accept a bona fide offer (“Lease Offer”) to lease the Premises or any portion thereof, for a term commencing on or after the expiration of this Lease, or to lease the premises adjacent to the Premises or any portion thereof during the Term, Landlord shall notify Tenant of and provide Tenant with a copy of the Lease Offer. Tenant shall thereupon have the first right to lease the Premises and/or adjacent premises for which the Lease Offer has been made upon the terms and conditions of the Lease Offer by giving Landlord notice within thirty (30) days after receipt of Landlord’s notice and copy of the Lease Offer. If Tenant fails to notify Landlord of its election to lease the Premises and/or adjacent premises within said thirty (30) day period, Landlord may lease said Premises and/or adjacent premises to any person upon the terms and conditions of the Lease Offer; provided, however, if, for any reason, the Premises and/or adjacent premises is not leased in accordance with the terms and conditions of the Lease Offer, Tenant shall have a continuing first right to lease as provided herein. If Tenant elects to lease the adjacent space, then this Lease shall be modified to include such adjacent space, as part of the Premises and the rent payment obligations of Tenant shall be appropriately increased to reflect the additional leased premises. The Landlord’s obligation to make improvements and/or provide a construction allowance shall likewise apply to the lease of such adjacent premises, and the commencement date to pay the rent for such adjacent premises shall conform to the provisions herein with respect to the Premises. The term of the lease of such adjacent premises shall be concurrent with the Term.

49.13 Satellite Dish Installation. Landlord hereby grants to Tenant and its agents and contractors, at Tenant’s sole cost and expense, the right to install, maintain and operate a mast mounted satellite dish antenna (the “Dish”) and related equipment, including cables from the exterior of the roof directly above the Premises to equipment inside the Premises, necessary to the operation of the Dish. Tenant may locate the Dish at or relocate the Dish to some other location on or about the roof of the Shopping Center for purposes of adequate reception, subject to appropriate law, codes and regulations. Tenant shall ensure that the Dish, and each part of it, shall be installed in accordance with all local and building rules of construction and codes. Tenant shall obtain all FCC and other licenses or approvals required to install and operate the Dish. The Dish is and shall remain the property of Tenant or Tenant’s assignee, transferee or sublessee, and Landlord and Tenant agree that the Dish is not, and installation of the Dish shall not cause the Dish to become, a fixture pursuant to this Lease or by operation of law. Tenant shall be responsible for the repair and maintenance of the Dish during the Term of this Lease, at its sole cost and expense, and upon the termination of this Lease shall remove said Dish and repair any and all damage to the building in which the Dish is located caused as a result of such removal.

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

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| --- | --- | --- |
| LANDLORD: |  | TENANT: |
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| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | CEC ENTERTAINMENT, INC. |
|  |  |  |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: Marshall R. Fisco, Jr.  Title: Vice President |
|  |  |  |

**EXHIBIT “A”**

**SHOPPING CENTER SITE PLAN**

[to be attached]

[NOTE: Site Plan must depict “Critical Common Areas”]

**EXHIBIT “B-1"**

**LEGAL DESCRIPTION OF THE LAND**

[to be attached]

**EXHIBIT “B-2"**

**PERMITTED EXCEPTIONS**

[to be attached]

**EXHIBIT “C”**

**LANDLORD'S WORK**

**(Building Lease/In-Line)**

The work to be performed by Landlord pursuant to the terms of this Exhibit “C” shall constitute “Landlord's Work” under this Lease, and shall be performed in accordance with all applicable local, city, state, county, federal or agency ordinances, rules, laws or codes governing same (herein “Code”), unless specifically stated otherwise.

1. Construction of Shopping Center. Landlord has constructed or will construct, without expense to Tenant, the Shopping Center with all buildings, sidewalks, service drives, approaches, parking aisles, driveways, streets, curbs, parking areas, turn lanes (on-site and off-site), traffic controls, signs, dumpsters, landscaping, irrigation, staging areas, and related improvements in substantially the configurations, locations and sizes shown for such improvements on the Site Plan. The Shopping Center has been or will be designed and constructed to meet all physical requirements of the site, to overcome all conditions relative to soil and water and to comply with all laws, ordinances, rules, regulations, and orders of any governmental authority having jurisdiction over same. Prior to the delivery of the Premises to Tenant, Landlord shall have obtained all certificates of occupancy and permits required under applicable laws, Codes, ordinances and regulations for the Shopping Center and the Premises (other than certificates of occupancy and permits pertaining to Tenant's Work). During the planning and construction of the Shopping Center, the size, location or configuration of the driveways, parking areas, and parking aisles within the Critical Common Areas, as shown on the Site Plan of this Lease, will not be changed without the prior written consent of Tenant.

2. Construction of Premises. Without limiting the provisions of Paragraph 1 above, Landlord shall, at its sole cost and expense, provide, install, construct and perform all of the following (including, but not limited to, the location(s) for the utility services) or before the Landlord's Delivery Deadline as set forth below, in accordance with Tenant’s plans and specifications which have been approved by Landlord (“Final Plans”). Specifically, Landlord’s Work shall include:

2.1 DEMOLITION: All demolition of individual spaces to make one contiguous space consisting of the appropriate leasable square feet, including, without limitation, removal of all interior partitions, walls, ceilings, flooring, ductwork, electrical, plumbing, storefront and other appurtenances necessary to provide a clean 12'6" clear height building space;

2.2 LANDLORD’S FEES: Landlord shall pay all impact, utility reserve and connection, tap, and use fees related to Tenant's Primary Business, including, but not limited to, road improvement, water and sewer, fire protection mains, police, fire and emergency, recreation and maintenance, median strip and landscaping, rezoning fees, school and education fees, traffic fees, parking studies and special permit fees;

2.3 DEMISING WALL: The demising walls shall be constructed to the roof deck using a minimum of 3 5/8" wide USG (or equal) metal studs spaced as required for compliance with pertinent regulation but in no event more than a maximum of 16" centers, and Landlord shall provide required backing and other support for items mounted on the finished covering, and provide full, thick batt insulation. Gypsum wallboard shall be 5/8" thick fire retardant wallboard Type III, Grade X, Class 1 and water-resistant wall board Type VII, Grade W, Class 2, where shown on the Final Plans with all joints taped and bedded and fire stopped per Code.Landlord shall provide noise abatement as necessary to satisfy requirements of local governing authorities and occupants adjacent to the Premises;

2.4 CONCRETE FLOOR SLAB: Provide a smooth, level, unbroken concrete floor slab in the Premises. The slab shall be a minimum of 4" thick with proper structural reinforcement, designed with sufficient structural support (grade beams) as designed by a registered structural engineer, and in no event shall Landlord provide a post-tension floor slab;

2.5 ELECTRICAL SERVICE: [800 Amp (for Premises of 9,300 sq. ft.)] [1,000 Amp (for Premises of 10,600 sq. ft.)][1,200 Amp (for Premises of 11,300 sq. ft.)][1,200 Amp (for Premises of 12,000 sq. ft.)][1,200 Amp (for Premises of 13,000 sq. ft.)][1,200 Amp (for Premises of 14,000 sq. ft.)][1,200 Amp (for Premises of 15,000 sq. ft.)][1,400 Amp (for Premises of 16,000 sq. ft.)] 120/208 3-phase, 4-wire electrical metered service with a fused disconnect inside Premises at the location shown on the Final Plans;

2.6 WATER SERVICE: Provide a minimum [2" (for Premises of 9,300 through 13,000 sq. ft.)][2 ½" (for Premises 14,000 through 16,000 sq. ft.)] separate (unshared) metered domestic water service to provide 60 GPM at a minimum of 40 PSI inside of the Premises;

2.7 GAS SERVICE: Provide a minimum [2" (for Premises of 9,300 through 12,000 sq. ft.)][2 ½'' (for Premises 13,000 through 16,000 sq. ft.)] separate (unshared) metered gas service to the rear of the Premises. If the gas meter is more than 30 linear feet from the Premises, the line size shall be increased to 3", in order to provide a minimum of 1500 CFH at 7" water column at the Premises;

2.8 SANITARY SERVICE: Provide 6" separate (unshared) sanitary service inside of the Premises at an invert that will allow a grease trap adequate flow;

2.9 TELEPHONE SERVICE: Provide conduit to telephone connection location in the Premises;

2.10 GREASE TRAP: Provide exterior underground grease trap with a minimum capacity as required by Code, at adequate elevation to insure proper drainage;

2.11 FIRE PROTECTION SYSTEMS: Provide a complete and operating fire protection system in accordance with all applicable Codes, including adequate service size, check valve and vault, riser and valves, fire department connection, distribution grid with heads, necessary fire alarm control panel, pull stations, controls, strobes, and including but not limited to voice-activation, together with all permits and inspections therefore;

2.12 ROOF: Provide a current roof survey to include photographs, necessary work to be performed, and life expectancy; complete any and all work necessary, as disclosed by the roof survey, to provide a water tight roof in good condition, with a roof hatch to be provided if Landlord installs a new roof; in the event of a single ply roof, Landlord must provide and install walkboards thereon;

2.13 MASONRY DUMPSTER ENCLOSURE: Provide masonry dumpster enclosure convenient to the service door and sufficient in size to contain two(2) eight (8) yard dumpsters with steel frame gates, steel framed facia panels, with a minimum 15 foot concrete apron, concrete ballards, and cold water hose bib. If required by Code, Landlord shall provide the proper drainage and necessary additional enclosed space for recycling;

2.14 PARKING: Provide adequate parking per Code for the Shopping Center and the Premises, including, without limitation, parking lot lighting and handicap parking locations;

2.15 HANDICAP PARKING: Provide handicapped parking, ramp and signage as required per Code (including, without limitation, ADA standards); and

2.16 OTHER: All other work identified in the Final Plans as Landlord's Work.

3. Deviation from Final Plans. Tenant will have the right to require Landlord, at Landlord's sole cost and expense, to correct any portion of Landlord's Work which deviates from the Final Plans without the prior written consent of Tenant.

4. Revisions to Plans. Tenant will have the right to revise the Final Plans for any reason whatsoever, provided any such revision is not requested after Landlord has completed the work described by the portion of the Final Plans to be modified. Tenant will pay for the net increase (i.e., total increases after deducting total decreases), if any, in the total cost of performing Landlord's Work resulting from the revisions, including additional architectural and engineering fees. In no event will changes to the Final Plans requested by Tenant as the result of substitutions caused by unavailability of materials be construed to be “revisions” for purposes of this subsection.

5. Inspection. During the progress of construction of the Premises, Landlord will permit, and cause Landlord's contractor to permit, Tenant's access to the Premises for the purpose of observing the construction.

6. Punch List. Within thirty (30) days after the Landlord's Delivery Date, Tenant shall deliver to Landlord a punch list setting forth the Landlord's Work remaining to be done on the Premises in accordance with the Final Plans, and Landlord shall promptly commence and with due diligence shall proceed to perform and complete the work set forth on said punch list. If all such work has not been completed by Landlord within thirty (30) days after receipt of such punch list, Tenant shall have in addition to any other right or remedy the right, but not the obligation, to complete said work and to deduct the cost and expense thereof from all sums which become due and payable to Landlord hereunder. Tenant shall have the right, from time to time during the first ninety (90) days after Landlord's Delivery Date, to add to such punch list any items which Tenant later discovers remain to be done, and, for such items, said thirty (30) day period shall be extended to thirty (30) days after such item or items are added to the punch list. This paragraph is intended to apply only to minor finish items which are reasonably observable and are typically included on a “punch list” as a result of a “walk‑through” inspection and shall not obligate Tenant to conduct tests or open any finished surface or other portion of the work or to limit Tenant's rights or remedies with respect to incomplete work or other defects in construction or breach of warranties, which shall continue for one (1) year following the Landlord's Delivery Date.

7. Permits. Landlord agrees to assist and cooperate fully with Tenant in obtaining any and all such permits, licenses, approvals and certificates in connection with the Premises. Landlord shall be responsible for any other permits necessary for the operation and/or development of the Shopping Center.

**EXHIBIT “D”**

**TENANT'S WORK**

The work to be performed by Tenant pursuant to the terms of this Exhibit “D” shall constitute “Tenant's Work” under this Lease.

1. Tenant's Work. Tenant shall construct and/or perform all work within the Premises to be performed under the Final Plans which does not constitute Landlord's Work under Exhibit “C”.

2. Permits. Tenant shall be responsible for obtaining all building permits, licenses, other governmental approvals and temporary and permanent certificates of occupancy which may be required for the lawful construction and occupancy of the Premises. Landlord agrees to assist and cooperate fully with Tenant in obtaining such permits, licenses, approvals and certificates. Landlord shall be responsible for any other permits necessary for the operation and/or development of the Shopping Center.

3. Landlord's Inspection. During the performance of Tenant's Work, Landlord may, at its own risk and in cooperation with Tenant's contractor, enter upon the Premises for purposes of inspecting Tenant's Work, provided that such inspection shall not interfere with Tenant's Work.

4. Substantial Completion. Substantial completion of Tenant's Work (“Substantial Completion”) shall be deemed to occur when a certificate of occupancy, whether temporary and subject to minor items to be completed or permanent, as the case may be, has been issued by the applicable governmental authority.

5. Costs. Within thirty (30) days after Substantial Completion, Landlord shall pay the Tenant Improvement Allowance to Tenant. If Landlord fails to pay the Tenant Improvement Allowance within such thirty (30) day period, then Landlord shall be in default hereunder, no rent shall be due or owing to Landlord until the same is paid to Tenant, and interest shall accrue on the unpaid Tenant Allowance at the lesser of twelve percent (12%) per annum or the highest lawful rate commencing on the thirty-first (31) day following Substantial Completion until the date of payment of the Tenant Improvement Allowance.

**EXHIBIT “E”**

**BUILDING EXTERIOR AND SIGNAGE**

**[to be attached]**

**EXHIBIT “F”**

**EXCLUSIVE USES AND PROHIBITED USES**

Exclusive Uses. The following uses represent uses reserved exclusively for other retail tenants of the Shopping Center, so long as exclusive use rights remain in full force and effect under the respective lease agreements with such tenants, provided that such exclusive uses shall not restrict Tenant's ability to engage in Tenant's Primary Business within the Premises:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Prohibited Uses. The following constitute prohibited uses within the Shopping Center:

Any nuisance or use causing loud noises or offensive odors.

Manufacturing facility (except for the manufacture of such goods which are required as a necessary incident to the conduct of a particular retail mercantile business).

Thrift store, liquidation outlet, consignment store (excluding stores carrying incidental consignments) or pawn shop. However, a so‑called “discount” or “off‑price” store shall not violate this restriction.

Massage parlor or modeling studio.

Adult book store or sexually‑oriented shop or theater.

Cocktail lounge, bar or tavern or the sale of alcoholic beverages, whether or not packaged, except in conjunction with a restaurant deriving not more than forty percent (40%) of its gross revenues from the sales of liquor, beer and wine.

Movie theater, bowling alley, skating rink, carnival, bingo parlor or any other business using loud speakers within the Shopping Center.

Coin operated laundry.

Church or similar use.

Beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees other than to retail customers.

Any fire, auction, lost lease, quitting business or bankruptcy sale, and any signage or advertisement of such. However, inventory liquidation sales are permitted.

Any health club, spa or gymnasium.

Any mobile home park, trailer camp or junkyard.

Any dumping, disposing, incineration or reduction of garbage (other than dumpsters located in the rear of any building and otherwise properly screened from view).

Any central laundry or dry cleaning plant or any laundromat.

Any automobile, truck, trailer or R.V. sales, leasing, display or repair.

Q. Billiard or pool hall.

**EXHIBIT “G”**

**MEMORANDUM OF LEASE**

This Memorandum of Lease is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”), and CEC ENTERTAINMENT, INC., a Kansas corporation (“Tenant”).

**W I T N E S S E T H:**

Landlord and Tenant have entered into a Lease Agreement (the “Lease”) dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, whereby Landlord has leased to Tenant a portion of the real property (the “Property”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the legal description of which Property is set forth on Exhibit “A” attached hereto. The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

Term. The term of the Lease is for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) years, commencing on the Rent Commencement Date (as established in the Lease). Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for \_\_\_\_\_\_\_\_\_ (\_\_) successive periods of five (5) years each.

Exclusive Use Rights. The Lease provides that Tenant shall enjoy the sole and exclusive privilege in the Shopping Center located on the Property to engage in the following uses: (i) a restaurant or other business primarily serving pizza, (ii) an arcade or game room, (iii) a business primarily providing physical play activities for children, and (iv) the use of kiddie rides or games (including, but not limited to, electronic, computer-controlled, redemption and pin-ball games).

Successors. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.

Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.

Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.

WITNESS: CEC ENTERTAINMENT, INC.,

a Kansas corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Marshall R. Fisco, Jr.

Title: Vice President

WITNESS: COMPANY NAME

a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF TEXAS )

) ss.

COUNTY OF DALLAS )

On this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the county and state aforesaid, came Marshall R. Fisco, Jr., Vice President of CEC ENTERTAINMENT, INC., and such person acknowledged the execution of the foregoing instrument as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(seal)

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and such person duly acknowledged the execution of the foregoing instrument as the act and deed of said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary

My appointment expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(seal)

**EXHIBIT “H”**

**PERCENTAGE RENT**

Within ninety (90) days after close of each of Tenant's fiscal years during the Term hereof, Tenant shall pay to Landlord, as Percentage Rent, the amount by which the percentage of Gross Sales for the previous year set forth in Section 1 of the Lease exceeds the Break Point Amount set forth in Section 1. Tenant's fiscal year shall be in the fiscal period reported on Tenant's annual federal income tax return.

The term “Gross Sales” shall mean the aggregate amount of all sales made (whether for cash, on credit or otherwise) of food, beverages, goods, articles and any other merchandise, and the aggregate of all charges for services (whether for cash, on credit or otherwise) performed and rendered in, about or in connection with the Premises (whether or not through a private club) by Tenant and Tenant's assignees, sublessees and licensees, including off premises sales and monies derived at or away from the Premises so long as they are in connection with the restaurant operation conducted on the Premises, but shall not include any federal, state, municipal or other taxes on receipts, food, beverage goods, articles or other merchandise paid or accrued by Tenant, irrespective of whether such taxes are collected from customers or absorbed by Tenant, receipts from sales to employees, that portion of sales representing coupon redemption, proceeds of insurance policies received by Tenant, bulk and/or intercompany transfers of food and/or inventory, proceeds from the sale of used fixtures or equipment receipts from cigarette or other vending machines which are incidental to Tenant's main business, receipts from pay telephones, service charges on credit card charges, services charges on debit card or other ATM card uses, service charges on returned checks, refunds on gift certificates, and there shall be deducted therefrom the aggregate amount of all sales represented by returned checks and credit slips which, after reasonable efforts, have not been collected.

Tenant shall keep, for a period of two (2) years following the end of each year, a complete and accurate record of all sales of food and merchandise and all revenue derived from the business conducted on the Premises by Tenant and shall obligate all other persons, firms, and corporations having Gross Sales from the Premises to keep similar records. In the event of any dispute as to the amount of Gross Sales for any fiscal year, the records required to be kept pursuant to this Section C for such period shall be retained until such time as the dispute is resolved.

Percentage Rent shall be paid at the same place as installments of Minimum Rent. At the time of payment of the Percentage Rent for each fiscal year, Tenant shall submit to Landlord a written statement of the amount of the Gross Sales during such period certified by an officer of Tenant, its certified public accountant or its duly authorized representative. However, if Tenant shall assign this Lease or sublet the entire Premises other than to an affiliated party, such written statement shall be prepared and certified by the then Tenant's or occupant's independent certified public accountant or officer. Tenant shall obligate its licensees and concessionaires to furnish similar statements.

For each fiscal year, Landlord shall have the right at any time within two (2) years after receipt of the statement referred to in Section D, during business hours of Tenant, upon thirty (30) days' written notice, to have the books and records of Tenant in respect of Gross Sales for such Lease Year audited by an accountant selected by Landlord, but none of said books and records shall be removed and no other books and records of Tenant may be examined by Landlord, and the costs of such audit shall be paid by Landlord. Tenant shall maintain such books and records in its corporate headquarters. Landlord shall, promptly upon receipt of the results of such audit, notify Tenant of said results, and in the event any such audit correctly disclosed that Tenant has not paid to Landlord the proper amount of Percentage Rent, an adjustment shall be made promptly upon demand. If it is determined that the discrepancy as to reported Gross Sales with respect to any such fiscal year shall exceed five percent (5%) of Gross Sales, Tenant shall pay, upon Landlord's demand received by Tenant within sixty (60) days after such audit, the reasonable cost incurred and paid by Landlord with respect to such audit.

No fiscal year shall be subject to more than one (1) audit unless at the request or with the consent of Tenant.

Landlord shall not disclose to any person, firm or corporation the amount of Gross Sales or any other information that Landlord may learn as the result of Tenant's statements or the aforesaid audits except to the holder of a Mortgage or a prospective purchaser or the Landlord's legal or other advisors in the event a dispute arises between Landlord and Tenant in regard thereto.

**EXHIBIT "I"**

**CONFIRMATION OF LEASE TERMS**

Pursuant to the terms and conditions contained in that certain Lease dated \_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord”) and CEC Entertainment, Inc., (“Tenant”) (collectively hereinafter referred to as the “Parties”) concerning the Demised Premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, parties hereby acknowledge the following facts pertinent to the Lease:

Term Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Term Expiration Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rent Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RENT PAYMENT SCHEDULE:

For Base Term: Years 1 - 5 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Years 6 - 10 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option #1: Years 11 - 15 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option #2: Years 16 - 20 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO EXERCISE FIRST OPTION:

Required Notice Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option Commencement Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TO EXERCISE SECOND OPTION:

Required Notice Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option Commencement Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Option Expiration Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHEREOF the Parties have executed this Confirmation of Lease Terms on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and each acknowledge and agrees that the other may rely on the representations contained herein.

TENANT: LANDLORD:

***CEC ENTERTAINMENT, INC.***

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Don McKechnie Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director of Real Estate/

Real Estate Counsel

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_