

LEASE

This Lease is made on the Date of Lease specified below, between the Landlord and the Tenant specified below.

PART I

1. Date of Lease: August 9, 2016
2. Landlord name, and state of and type of entity: City of Globe, an Arizona Municipal Corporation
3. Landlord business address: City of Globe
Attn: Paul Jepson, City Manager
150 North Pine Street
Globe, Arizona 85501
Telephone: (602) 672-6024
Fax: (928) 4254820
Email: ptjepson@globeaz.gov
4. Landlord notice address: City of Globe
Attn: City Clerk
150 North Pine Street
Globe, Arizona 85501
5. Tenant name, and state of and type of entity: German Dobson CVS, L.L.C., an Arizona limited liability company
6. Tenant business address: One CVS Drive
Woonsocket, RI 02895
7. Tenant notice address: One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration
Department, Store No. 11144
8. Intentionally omitted.
9. Landlord's Property: that certain lot or parcel of real estate located at 100 North Broad Street, Globe, Arizona, as outlined in red on Exhibit A, including the Premises described in Section 10 below, and including all buildings and other improvements situated on said property, and all rights, easements, rights of way, and other appurtenances thereto. The Premises are located in Gila County.

The term "Building" shall mean the building on Landlord's Property in which the Premises are located.

10. Premises: the Premises shall consist of approximately 4,626 square feet of space located on the ground floor together with the sole use of the basement in the Building for storage purposes, further identified as the Amster Building, as outlined in red on Exhibit A attached hereto. For purposes of this Lease, the parties stipulate that the square footage numbers set forth above are true and accurate.

11. Initial Term: shall commence on the date of delivery of the Premises to Tenant in the manner and condition provided in Section 7(a) of Part II hereof (the "Commencement Date"), and shall expire fifteen (15) years therefrom, plus any months necessary to have the term expire on the next January 31st; all subject to all terms and conditions of this Lease. As used in this Lease, "Term" shall include the Initial Term and any Extension thereof pursuant to Article 3 of Part II.

12. Renewal Options: three Extension Periods of five (5) years each (See Article 3 of Part II.)

13. Required Advance Notice of Exercise of Renewal Options: Not less than one hundred eighty (180) days prior to the expiration of the then-current term. (See Article 3 of Part II.)

14. Date of Rent Commencement: The Date of Rent Commencement shall be the earlier of (i) three (3) days after the date of "Tenant's Acquisitions" (as hereinafter defined); or (ii) the date that Tenant opens for business in the Premises. (see Article 5 of Part II.)

15. Fixed Rent for Ground Floor, (See Article 5 of Part II): Tenant has currently budgeted approximately \$575,000.00 in non-FF&E improvements (including hard and soft costs) to the Premise, which improvements as per Article 19 of Part II, will remain with Landlord after Tenant surrenders the Premises. In recognition of the direct benefit to the Premises of this investment by Tenant, Landlord will allow sole use of the Basement Floor at no additional charge.

<u>PERIOD</u>	<u>ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENTS</u>
Lease Years 1-5	\$43,200.00	\$3,600.00
Lease Years 6-10	\$47,520.00	\$3,960.00
Lease Years 11-15	\$52,272.00	\$4,356.00
First Extension Period	\$57,499.20	\$4,791.60
Second Extension Period	\$63,249.12	\$5,270.76
Third Extension Period	\$69,574.03	\$5,797.84

16. Required Number of Parking Spaces: There are currently forty (40) shared street parking spaces for standard size automobiles. (See Articles 14 and 28 of Part II.) Tenant acknowledges that the parking spaces are on the public street adjoining the Landlord's Property and will be shared (on a non-exclusive basis) with other occupants of the Landlord's Property and the public.

17. All exhibits to this Lease are incorporated herein by this reference.

18. Tenant acknowledges that approval of the execution and delivery of this Lease and all exhibits contained herein, by the Globe City Council (the "Council") is based upon the Council's role as landlord only. Council's approval of the execution and delivery of this Lease in this action in no way implies or should be considered to indicate legislative approval by the Globe City Council or Planning and Zoning Commission with respect to any other matters.

LIST OF EXHIBITS:

- Exhibit A – Site Plan: Premises = red
Landlord's Property property line = red
- Exhibit B – Description of Tenant Initial Improvements and Sign Package
- Exhibit T-1 – Notice of Transfer of Fee Interest
- Exhibit T-2 – Notice of Transfer of Equity Interests in Landlord

PART II

PREMISES -

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and on the conditions herein provided, the Premises described in Section 10 of Part I hereof.

The Premises are leased with the nonexclusive right of Tenant (and all persons claiming under Tenant, including Tenant's employees, vendors, customers and other invitees), to use, free of charge, all of the "Common Areas" on Landlord's Property. Such Common Areas shall include, without limitation, parking areas, service areas, sidewalks, ramps, roadways, driveways, curbs, curbcuts and all similar facilities and areas of the Landlord's Property, if any, now or hereafter existing in the Landlord's Property.

CONDITIONS TO LEASE -

2. Tenant and Vaden Corporation have entered into that certain Asset Purchase Agreement dated August 9, 2016 (as amended, the "Asset Purchase Agreement"). This Lease is strictly contingent upon, and subject to, Tenant closing on the transaction contemplated by in the Asset Purchase Agreement ("Tenant's Acquisition") and the execution and delivery by Landlord and Vaden Corporation to Tenant of a notice of cancellation of the prior lease between Vaden Corporation and Landlord for the Premises on or before October 14, 2016. In the event Tenant has not closed on Tenant's Acquisition on or before October 14, 2016, then this Lease shall automatically terminate and be of no further force and effect as of such date, and each of the parties shall be relieved of all liability hereunder.

RENEWAL OPTIONS -

3. Tenant may extend the Term of this Lease for each of the Renewal Options described in Section 12 of Part I hereof, upon all of the terms set forth in this Lease. Tenant may do so only if Tenant shall not be in default (beyond applicable cure periods) under this Lease at the time of any such election, and by giving Landlord notice of each such election not later than the Required Advance Notice of Exercise of Renewal Options (as defined in Section 13 of Part I).

USE -

4. (a) Tenant may use the Premises as a retail store for the display and sale of health and beauty aids, non-prescription drugs, cosmetics, perfumes, food and beverage items for off-premises consumption, stationery, office supplies, books, newspapers, magazines, greeting cards (including, but not limited to, Hallmark and/or American Greetings), cameras, off and on-premises photo processing services including one-hour service, digital service, medical supplies, durable medical equipment, audio tapes, video tapes, CDs, DVDs, lottery tickets, beer, wine and distilled spirits (if permitted by law), hardware, housewares, toys, automotive supplies, and such other items

or services as are from time to time sold or provided by CVS or other drug stores, including the right to operate a pharmacy prescription department, a retail health center and/or a video sales and rental department, and for any other lawful use.

(b) Without limiting any rights of Tenant under this Lease, Tenant, subject to Laws (as defined in Article 10), may: keep the Premises open for business on Sundays and/or holidays; and operate on an "extended-hours basis" (defined as being open for business in excess of 110 hours per week).

(c) Notwithstanding subdivision (a) above, Tenant shall not use the Premises for any use prohibited by Article 21 hereof.

FIXED RENT -

5. Commencing as of the Date of Rent Commencement (as defined in Section 14 of Part I), Tenant shall pay to Landlord, at the business address of Landlord specified on Page 1 hereof, or at such other address as Landlord shall, from time to time, designate by notice to Tenant, the Fixed Rent set forth in Section 15 of Part I hereof, payable to Landlord no later than the fifth day of each month in advance, without demand or set-off, except as otherwise expressly provided in this Lease. If the Date of Rent Commencement shall be on any day other than the first day of a calendar month, Fixed Rent and other charges for such month shall be pro rated on a per diem basis.

6. Intentionally Omitted.

DELIVERY OF THE PREMISES -

7. Landlord agrees to deliver possession of the Premises to Tenant on the date of the commencement of the Initial Term broom clean, free of tenants and other occupants, and in good condition, with all the improvements, fittings and fixtures existing as of the date hereof. Landlord agrees that all customary utility services shall be available at the Building, including hook-up and energizing, and that the plumbing, electrical, heating and air conditioning (HVAC) and other equipment and systems servicing the Premises will all be in good working order at the time the Premises are delivered to Tenant. Landlord further represents, warrants and agrees that, at the time of delivery of the Premises to Tenant, (i) the roof of the Building will be in good repair and free of all leaks; (ii) the exterior areas of Premises shall be in good condition, properly lighted, properly paved and line painted; and (iii) all improvements in the Premises comply with all applicable Laws, including applicable building and fire codes, the Americans With Disabilities Act ("ADA") and all other federal, state and local laws concerning accessibility for and civil rights of persons with disabilities ("Other Disability Rights Laws").

8. Intentionally omitted.

REPAIRS AND MAINTENANCE OF THE BUILDING -

9. (a) All obligations of Landlord pursuant to this subdivision (a) shall be performed by Landlord at Landlord's sole cost. Landlord shall maintain (including painting and cleaning), repair, and replace, as necessary, the HVAC system servicing the Premises, and each of the exterior portions and structural portions of the Building, including, without limitation: the roof and roof supports, footings, foundations, structural supports, columns, exterior walls, bearing walls, retaining walls, floor slab, utility meters, the loading docks, if any, and the elevator, so as to keep the same in good condition and repair. The foregoing notwithstanding, Landlord's aforesaid obligations shall exclude the nonstructural portions of any storefront. Landlord also shall maintain, repair, and replace, as necessary, all plumbing, pipes, tubes and all other conduits and utility lines leading to or from the Premises, or leading to or from the Building. Tenant acknowledges that Landlord has installed an elevator for use of the second floor tenant and for Tenant to access the basement as permitted pursuant to the terms of this Lease. Subject to the terms of Article 11 of Part II of this Lease, Landlord may have access to the Premises when access is reasonably necessary for elevator maintenance by Landlord.

(b) All obligations of Tenant pursuant to this subdivision (b) shall be performed by Tenant at Tenant's sole cost. Except for maintenance, repairs and replacements required to be made by Landlord under the provisions of subdivision (a) above, Tenant shall maintain, repair and replace, as necessary, the Premises interior, including the fixtures and equipment therein, the nonstructural portions of any storefront and any broken glass. The foregoing notwithstanding, Tenant's obligations pursuant to this subdivision (b) shall exclude damage and injury arising under the provisions of Article 13 or Article 14 hereof.

(c) All of the foregoing notwithstanding, neither party shall be obligated to perform any maintenance, repair or replacement, the necessity of which shall have arisen solely due to the negligence or fault of the other, or of the other's employees, agents or contractors; and in such case, the party which shall have caused the need for such maintenance, repair or replacement shall be responsible for same, at its sole cost. This subdivision (c) shall apply only in any instance to which Article 12 shall not apply.

(d) If Landlord shall fail to make any of the repairs required to be made by Landlord under this Article within 30 days after receipt of written notice from Tenant of the need therefor, Tenant, in addition to any other rights it may have hereunder, may make said repairs on Landlord's behalf and charge Landlord for the reasonable cost thereof. Provided that Landlord has commenced to repair within said 30 days, and thereafter is diligently prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of a repair, it cannot reasonably be completed within 30 days. If, in an emergency, in Tenant's reasonable opinion, any such repairs are immediately necessary, then, no prior 30 days' notice shall be required, but Tenant shall give Landlord whatever notice is reasonable in the circumstances and may make said repairs on Landlord's behalf and charge Landlord for the reasonable cost thereof. In either event, if Landlord shall not pay Tenant within 30 days after receipt of an invoice therefor with supporting documentation, Tenant may deduct the reasonable cost thereof from rent and other charges due hereunder.

E of Part 164, as amended from time to time, or any other Laws enacted to protect individuals' medical records and other personal health information (collectively, "Privacy Laws") except in the presence of an authorized representative of Tenant, in compliance with Privacy Laws, and having previously satisfied the requirements of Tenant's internal policies implemented in accordance with Privacy Laws. Landlord further agrees that access to the Premises shall be subject to, and in compliance with, Laws governing the operation of Tenant's business, including any restrictions or limitations on accessing or handling prescription drugs. Without limiting the generality of the foregoing, Landlord agrees that Landlord may not enter the pharmacy without a pharmacist present. Landlord shall further indemnify, defend and hold Tenant harmless from and against any failure on the part of Landlord and those acting by, through or under Landlord to comply with this Article.

WAIVER OF SUBROGATION -

12. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives any rights of action for negligence against the other party, which may arise during the Term for damage to the Premises or to the property therein resulting from any fire or other casualty of the kind covered by All-Risk property insurance policies, regardless of whether or not, or in what amounts, such insurance is now, or may hereafter be, carried by the parties.

FIRE OR OTHER CASUALTY -

13. (a) (i) If, at any time during the Term, the Building shall be damaged in whole or in part by fire, the elements or other casualty, Landlord, at Landlord's sole cost, as speedily as circumstances permit, shall repair said damage and restore the Building to the same condition which existed immediately prior to the occurrence of such damage. The Term shall be tolled by a period of time equal to the time between the date of the casualty and the date on which Landlord completes repair and restoration of the Premises. During the restoration, Tenant may operate its business out of a temporary structure such as a trailer, subject to compliance with Laws. Tenant shall be entitled to an abatement of Fixed Rent and other charges payable hereunder for the period during which the Premises is rendered incapable of use for the normal conduct of Tenant's business, including a reasonable period, not to exceed 30 days, for Tenant to refixture and restock. Said abatement will be pro rated, based on the number of square feet of the Premises which are so rendered untenable or incapable of such use.

(iii) The foregoing subparagraph (i) notwithstanding, if the Building, including a portion of the Premises, shall be partially or totally destroyed during the last 2 years of the initial term or during the last 2 years of any Extension Period, then, unless Tenant already has exercised its next remaining Extension Period, Landlord may terminate this Lease upon no fewer than 90 days prior written notice to Tenant, in which event this Lease shall terminate on the date specified in such notice. Notwithstanding the preceding sentence, if Tenant shall exercise its next remaining Renewal Option to extend this Lease prior to the expiration of the 90 day notice, then Landlord's termination notice shall be void and Landlord shall be obligated to fulfill its repair and restoration obligations as set forth in this Article.

(b) If, for any reason, Landlord shall fail to commence to repair or restore in the manner specified in this Article within 90 days after the damage has occurred, and proceed to complete such repairs and restoration with due diligence, then Tenant may give Landlord 30 days' prior written notice of Tenant's election to: (i) terminate this Lease on the date specified in such notice; or (ii) if the Premises shall have been damaged, rebuild the Premises on Landlord's behalf. If Tenant shall so rebuild the Premises, Landlord shall assign any available insurance proceeds under Article 35 to Tenant to cover the cost of same in which case construction shall be completed pursuant to Title 34 of the Arizona Revised Statutes.

CONDEMNATION -

14. (a) If the entire Premises, or the use or possession thereof, is taken in condemnation proceedings, or by any right of eminent domain, or for any public or quasi-public use, or if Landlord shall deliver to a governmental authority a deed in lieu of condemnation or eminent domain (individually or collectively, a "taking", or "taken"), then, this Lease shall terminate on the date when possession shall be taken by the condemnor, and rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned rent, and all other charges payable hereunder, shall promptly be repaid by Landlord to Tenant.

If only a part of the Premises shall be so taken, then Tenant may terminate this Lease, if Tenant shall so notify Landlord within 45 days after such taking. If Tenant shall not so terminate this Lease, then this Lease shall continue in full force and effect, except that Fixed Rent and all other charges payable hereunder shall be reduced in the proportion that the gross floor area of the part so taken or condemned shall bear to the total gross floor area of the Premises immediately prior to such taking. In such case, Landlord, at Landlord's own expense, as speedily as circumstances permit, shall repair all damage to the Premises as shall have been caused by such partial taking, and shall restore the Premises to a complete architectural unit. Fixed Rent and other charges payable hereunder shall abate until the Premises shall have been restored to a tenantable condition, including a reasonable period, not to exceed 30 days, for Tenant to refixture and restock.

(b) For the purposes of this subdivision (b), in addition to the meaning set forth above, a "taking" shall mean any legal impediment which shall not be within Landlord's reasonable control.

If, due to a taking, there shall be loss of land, loss of rights, or other impediment, which materially and adversely affects any means of ingress or egress between the Premises and any abutting street or parking available to the Premises, then, Tenant shall notify Landlord thereof. If, within 30 days after Landlord's receipt of such notice, such impediment shall not be cured, then Tenant may, upon 10 days' written notice to Landlord: (i) terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to the level of 50% of Fixed Rent due hereunder. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said impediment shall be removed.

(c) Tenant hereby waives all rights in condemnation awards, except for, and Tenant reserves all rights with respect to, all separate awards or any portion of Landlord's award on account of or related to the unamortized costs of Tenant's leasehold improvements in the Premises, Tenant's personal property, trade fixtures or equipment, restoration of the Premises that is Tenant's responsibility under this Lease (if any), a temporary taking of any portion of the Premises, during the Term, an interruption of Tenant's business at the Premises, Tenant's business damages or relocation expenses, and any claims for apportionment based on Tenant's leasehold interest in the Premises, and all such awards shall be paid to Tenant.

ASSIGNMENT AND SUBLETTING -

15. (a) Tenant shall have the right to assign this Lease, or to sublet the whole or any part of the Premises, for use for any lawful purpose, provided: Landlord's consent is first obtained, which consent Landlord agrees not to unreasonably withhold, delay or condition; and that Tenant shall remain liable for the obligations of Tenant hereunder, except that Tenant shall not be liable for any increase in Tenant's obligations under this Lease that occurs following any assignment of this Lease (other than an assignment to any successor Tenant that is a direct or indirect subsidiary or affiliate of the originally named Tenant herein).

(b) Notwithstanding Article 15(a), Tenant shall have the right, without Landlord's consent, to: (i) assign this Lease, or sublet the whole or any part of the Premises, for any lawful purpose, to any entity of which, at the time and immediately thereafter, Tenant shall be a direct or indirect subsidiary or affiliate, or which shall own, directly or indirectly, all of the ownership interests in Tenant, or to any subsidiary or affiliate of an entity which at the time and immediately thereafter, Tenant shall be a subsidiary or affiliate, or which shall own, directly or indirectly, all of the ownership interest in Tenant; (ii) assign this Lease to any national or regional pharmaceutical or health care retailer or health care service provider acquiring all or substantially all of Tenant's interest in the Premises by purchase, merger, consolidation, or otherwise, or (iii) sublease or license a portion of the Premises for use as a retail health center.

ALTERATIONS -

16. Tenant shall not make any structural alterations or exterior alterations to the Premises without, in each instance, obtaining Landlord's written consent, which consent Landlord agrees not to unreasonably withhold, delay or condition. However, Tenant may, without Landlord's consent, make non-structural alterations to the Premises interior. Tenant acknowledges that the Building has been restored as a historical building. In the event Tenant desires to make changes or alterations to the exterior of the Building, Tenant shall submit a written plan for such alterations or changes. If Landlord does not notify Tenant of its disapproval of said changes within forty-five (45) days from receipt of the proposed plan, Landlord's consent shall be deemed given.

Tenant shall perform all work in a good and workmanlike manner, at its own cost, and in accordance with Laws. Tenant shall discharge, within 30 days (by payment or by filing the necessary bond, or otherwise), any mechanics', materialmen's or other lien against the Landlord's

Property and/or Landlord's interest therein, which lien may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon, or about the Premises.

At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any alterations which Tenant is permitted to make hereunder.

Landlord, hereby consents to Tenant's initial improvements as detailed in Exhibit B attached hereto and incorporated by reference herein. Landlord's approval, acting by and through the Globe City Council, of Exhibit B as part of this Lease is based upon the Council's role as landlord only. Notwithstanding the immediately preceding two sentences, nothing contained herein shall be deemed to be a waiver of Tenant's requirement to comply with all Laws with respect to said improvements.

Tenant has budgeted approximately \$575,000.00 in non-FF&E improvements (including hard and soft costs) to the Premise pursuant to this Part II, Article 16 of this Lease. All such improvements shall (at the election of Landlord) remain upon and be surrendered with the Premises as a part thereof at the termination or other expiration of the Term in accordance with Part II, Article 19 of this Lease. In recognition of the direct benefit to the Premises of this investment by Tenant, Landlord will allow sole use of the Basement Floor at no additional charge.

SIGNS -

17. At Tenant's sole cost, Tenant may install, replace and relocate on the Premises exterior, such signs, awnings, lighting effects and fixtures as may be used from time to time by Tenant (collectively, "Signs"). Tenant shall maintain and repair such Signs. Tenant also may place in its windows: Tenant's standard paper signs and graphics in its windows in accordance with Tenant's regular advertising and promotional programs; and/or neon signs. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for Tenant's Signs. All Signs of Tenant shall comply with all Laws including, without limitation, legal requirements by the Globe City Code, Globe Planning and Zoning Commission, or Historic Preservation Advisory Commission. Landlord consents to Tenant's initial sign package which is attached hereto as Exhibit B. Landlord's approval, acting by and through the Globe City Counsel, of the initial sign package, is based upon the Council's role as landlord only. Notwithstanding the immediately preceding two sentences, nothing contained herein shall be deemed to be a waiver of Tenant's requirement to comply with all Laws with respect to approval of the signage by the City in its regulatory capacity.

18. Intentionally omitted.

SURRENDER -

19. At the expiration or other termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order and condition as they were at the commencement of the Term or may be put in thereafter, reasonable wear and tear and damage by casualty and/or the elements excepted. All alterations, additions, and improvements in or upon the Premises made by either party (except Tenant's furniture, trade fixtures, satellite communications dish and equipment, computer and other equipment and shelving), shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination or other expiration of the Term. At the expiration or termination of the Term, Tenant shall remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises. Tenant agrees to repair any and all damage caused by such removal.

At any time during the Term, Tenant may remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises.

SUBORDINATION OF LEASE -

20. This Lease shall be subject and subordinate to the lien of any bank or institutional or other mortgage or mortgages now or hereafter in force against the Premises, and to all advances made upon the security thereof, provided that the holder of any such mortgage shall execute and deliver to Tenant an agreement ("SNDA Agreement"), in form satisfactory to Tenant, providing that such holder will recognize this Lease and not disturb Tenant's possession of the Premises in the event of foreclosure if Tenant is not then in default hereunder beyond any applicable cure period. Tenant agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such mortgage. The term "mortgage" shall include deeds of trust or any other similar hypothecations. Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises until Tenant shall have received an "SNDA Agreement", as set forth in this Article 20, from any mortgagee existing prior to the date hereof.

Landlord represents, warrants and covenants to Tenant that there are no mortgages or similar liens in force against the Premises as of the date of this Lease. Tenant shall not cause or allow Landlord's interest in the Premises to be subject to any mortgage or similar lien.

USE RESTRICTIONS -

21. (a) Landlord warrants that it will not lease any space in the Landlord's Property or allow any such space to be used for the following purposes: a pinball, video game, or any form of entertainment arcade; a gambling or betting office, other than for the sale of lottery tickets; a massage parlor; a cinema, theatre, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise; a health club or exercise salon; any type of educational or vocational institution; a flea market; a warehouse; a facility which performs on-site

dry cleaning; a gas station; a facility which performs on-site auto repair; or a so-called "dollar store" or similar type store or any other variety store, general merchandise store, off-brand general merchandise store, discount variety store, "close-out" store, or any similar operation, such as, by way of example only, "Family Dollar", "Dollar General", "Dollar Zone", "Maxway", "Allied Stores", or "Bills Dollar"; or an office except as incidental to a permitted retail use.

UTILITIES -

22. Landlord agrees to cause to be provided and maintained the necessary mains, conduits and other facilities reasonably necessary to supply water, gas (if currently available to the Building), electricity, telephone service and sewerage service to the Building. Tenant agrees to pay for all utilities consumed by it in the Premises, prior to delinquency. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of Tenant's specifications.

TENANT DEFAULT -

23. (a) If: (i) Tenant shall default in the payment of Fixed Rent or any item of additional rent payable hereunder, and such default shall continue for more than 15 days after written notice to Tenant; or (ii) Tenant shall default in fulfilling any of the other covenants of this Lease, and such default shall continue for more than 30 days after written notice thereof from Landlord, specifying such default (provided that if Tenant has commenced to cure within said 30 days, and thereafter is prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of the default, it is unable to be completely cured within 30 days); then, in any such event, Landlord may give to Tenant notice of intention to end the Term hereof, and if Landlord shall do so, the Term shall expire as if that day were the day herein fixed for the expiration of the Term, and Tenant shall then quit the Premises and surrender the same, but shall remain liable as hereinafter provided.

(b) If the notices provided in subdivision (a) of this Article shall have been given and the Term shall expire as aforesaid, then Landlord may, without further notice, re-enter the Premises, either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and remove Tenant's effects and hold the Premises as if this Lease had not been made; and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

(c) In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise (i) the rent shall become due and shall be paid up to the time of such re-entry, dispossession and/or expiration; (ii) Landlord shall make reasonable efforts to re-let the Premises or any part or parts thereof, either in its own name or otherwise, for a term or terms which may, at its option, be shorter or longer than the period which would otherwise have constituted the remainder of the Term, and may grant concessions or free rent, but only to such extent as Landlord, in Landlord's reasonable judgment, considers advisable and necessary to re-let the same; and, (iii) Tenant, or its successors, shall also pay to Landlord, as liquidated damages for the failure of Tenant

to observe and perform its covenants herein contained, any deficiency between the rent herein reserved and the net amount, if any, of the rents collected on account of the re-letting of the Premises for each month of the period which would otherwise have constituted the remainder of the then-current term. In computing such liquidated damages, there shall be added to said deficiency such reasonable expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorney and broker fees, but excluding renovations. Any such liquidated damages shall be paid in monthly installments on the rent day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice, in any way, the right of the Landlord to collect the deficiency for any subsequent month by a similar proceeding. However, if Tenant shall default on any such monthly installment, then, at Landlord's option, such liquidated damages shall be accelerated and paid immediately by Tenant, but discounted to their present value, using as the time remaining, the number of full calendar months remaining in the term of this Lease following default (beyond applicable cure periods), and using as the interest rate, the lesser of the following: (x) the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rates" section of "The Wall Street Journal" (Eastern Edition) in the section reading "Prime Rate: _____%", or (y) the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. (If neither rate is available for any reason, then a reasonably equivalent rate shall be used).

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity, including the right of injunction. Tenant waives any rights of redemption granted by any Laws if Tenant is evicted or dispossessed, for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms of this Lease.

LANDLORD DEFAULT -

24. In the event of any default by Landlord under this Lease ("Landlord Default"), Tenant may give Landlord written notice specifying such Landlord Default and, if Tenant shall do so, then Landlord shall have 30 days in which to cure any such Landlord Default; provided, however, that if the nature of the Landlord Default is such that more than 30 days are required for its cure, then Landlord shall not be in default if Landlord commences to cure within said 30 days and thereafter diligently prosecutes the same to completion. In the event that Landlord shall remain in default following its said right to cure, then, in addition to all other rights and remedies available to Tenant at law and in equity, Tenant may cure such Landlord Default on behalf of Landlord by doing the necessary work and/or making the necessary payments, and billing Landlord for the reasonable costs thereof, which Landlord agrees to pay to Tenant within 30 days of receipt of Tenant's demand therefor and reasonable evidence of the cost of the same. If Landlord shall fail to pay within said 30 day period, Tenant may deduct the entire cost from any rent and other charges due hereunder.

RENT PAYMENTS -

25. (a) If Landlord's interest in this Lease shall pass to another, or if the rent hereunder shall be assigned, or if a party, other than Landlord, shall become entitled to collect the rent due hereunder, then, written notice thereof shall be given to Tenant by Landlord, or, if Landlord is an individual and shall have died or become incapacitated, by Landlord's legal representative, accompanied by due proof of the appointment of such legal representative. Until such notice and proof shall be received by Tenant, Tenant may continue to pay the rent due hereunder to the one to whom, and in the manner in which, the last preceding installment of rent hereunder was paid, and each such payment shall fully discharge Tenant.

(b) Tenant shall not be obligated to recognize any agent for the collection of rent or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

(c) Tenant shall have no obligation to pay rent or any other amount due hereunder until Tenant has received a properly completed and executed form W-9 or any successor form or any similar form and/or such other information and/or form from Landlord that is required by the Internal Revenue Service and/or by any other federal, state or local governmental taxing authority having jurisdiction to require the furnishing of any form or information by Landlord from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employee Identification Number reasonably satisfactory to Tenant).

HOLDOVER -

26. If Tenant shall hold over after the expiration date of the Term, or if Tenant shall hold over after the date specified in any termination notice given by Tenant then, in either such event, Tenant shall be a month-to-month Tenant on the same terms as herein provided, except that the monthly Fixed Rent will be 1.5 times the monthly Fixed Rent payable by Tenant for the last full calendar month of Tenant's tenancy hereunder.

NOTICES -

27. Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any Laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: by mailing the same to the other party by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at its Notice Address set forth in Part I hereof, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not received or accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof).

PARKING -

28. Landlord covenants that there is not now any legal impediment to the use of or access to the parking spaces located in the public way adjacent to the Landlord's Property for business parking. Notwithstanding the foregoing, Landlord may, on a temporary basis, cause such spaces to be unavailable to allow maintenance of the right of way, installation of utilities or other improvements or to conduct public events such as parades, carnivals or other public ceremonies that use the right of way on a temporary basis.

LAYOUT OF LANDLORD'S PROPERTY-

29. (a) Landlord warrants and agrees that the layout of the Building and Premises shown on Exhibit A will be adhered to so as to maintain the position of the improvements thereon and, the parking areas, curbcuts, traffic patterns, and roadways and passageways, if any located on the Landlord's Property.

Tenant agrees that Landlord may make minor, non-material modifications to the Landlord's Property layout. However, Landlord agrees that, unless Landlord first shall obtain Tenant's consent there will be no additional construction in the Landlord's Property that will change the location, shape, or dimensions of the Ground Floor or Basement of the Premises; and, there will be no change in the Landlord's Property layout which would adversely affect the accessibility to the Premises from the parking areas, if any, or from the public streets and roadways bordering the Landlord's Property, or the visibility of Tenant's signs or storefront(s). Landlord shall not place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place in front of the Premises within the Landlord's Property without Tenant's prior written consent. Tenant shall not unreasonably withhold or delay its consent hereunder.

(b) Landlord shall not permit any vertical or horizontal projection (other than Tenant's signs) on the Building, which projection shall obstruct the visibility of any Tenant sign or storefront. Landlord shall not permit any sign to be placed on the Premises exterior walls or roof, except for Tenant's signs.

(c) (i) If Landlord shall violate this Article, and shall not cure such violation within 60 days after receipt of written notice thereof, then, at any time thereafter until such violation shall be cured, Tenant may: terminate this Lease upon 30 days notice to Landlord, and this Lease shall so terminate unless Landlord shall cure such violation within said 30 days; or upon written notice to Landlord, elect to pay Fixed Rent reduced to the level of 50% of Fixed Rent due hereunder. If Tenant shall pay such reduced rent, Tenant still shall be obligated to pay Landlord all other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such violation is cured.

(ii) All of Landlord's representations and covenants set forth in this Article shall be subject to any contrary requirements of the municipality or any other applicable governmental agency. Therefore, and notwithstanding subparagraph (c)(i) above, in the event that a violation of any of the provisions of this Article shall occur due to the contrary requirements of the municipality

or any applicable government agency, then, such violation shall not be a default hereunder, and, as Tenant's sole remedy, Tenant may terminate this Lease upon 30 days' notice to Landlord provided Tenant is not the cause of such violation.

ROOF INSTALLATIONS -

30. Notwithstanding anything to the contrary in this Lease, Tenant may install, maintain, and replace, on the roof of the Building or in the Premises, a satellite communications dish and related equipment and/or supplemental HVAC equipment. Tenant shall do so at its sole cost and in accordance with all Laws.

EXCLUSIVE -

31. (a) (i) Landlord warrants and agrees that Landlord will not lease any space in the Landlord's Property (excluding the Premises), or permit the use of any such space for the purpose of a health and beauty aids store, a greeting card or gift store, a store offering one-hour or other on-site photo processing, including, without limitation, digital photo processing, a candy store, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a discount, 99 cents store or "dollar store" which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. Neither Landlord, nor any of its officers, directors, trustees, members or partners shall sell or transfer any interest in any such real estate, if the intended use after such sale would violate this Article. The foregoing shall not prevent the sale of candy by the store adjacent to the Premises as incidental to the primary use of such premises as a liquor store.

(ii) If Landlord, or any of Landlord's Affiliates (as defined in Article 45) hold or acquire any interest in any land immediately adjacent to the Landlord's Property or at the same intersection as the Landlord's Property, in the event that the Landlord's Property is located at an intersection, (whether accomplished directly by direct ownership, or indirectly through the use of leases, cross-easement agreements or similar documents)(the "Restricted Land"), then, from and after the Date of the Lease until the expiration of the Term, Landlord warrants and agrees that (unless and to the extent that the Restricted Land is already so leased and/or used, the Restricted Land shall not be leased or used for (i) a health and beauty aids store, a greeting card or gift store, a store offering one-hour or other on-site photo processing, including, without limitation, digital photo processing, a candy store, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, and/or a Dollar Store, or (b) parking, access, signage, utilities or other operational services or facilities that serve a use, or serve a purpose incidental to a use prohibited by clause (i) above. The forgoing restriction shall be incorporated into the Notice of Lease contemplated by Article 49 to be recorded as an encumbrance on the Premises in the real property records for the county in which the Premises are located..

(b) As used in this Lease:

(i) the term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by physicians, dentists, other health care practitioners or entities such as health maintenance organizations for a fee or profit and a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations.

(ii) the term "health and beauty aids store" shall mean a store which devotes more than 5% of its retail selling space to the display and sale of health and beauty aids.

(iii) the term "retail health center" shall include such operations as Tenant's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, or other health care offices or practitioners that are separately operated and not located inside any retail store or establishment.

(c) If any of the provisions of this Article shall be violated and Landlord shall not cure such violation within 60 days after receipt of Tenant's notice thereof, Tenant, at any time thereafter, upon 10 days prior written notice to Landlord, may: (i) terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to a level equal to 50% of Fixed Rent due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as such violation is permanently cured.

(d) Each day that any provisions of this Article are violated shall constitute a separate and distinct act of breach hereunder.

USE RESTRICTION -

32. Landlord agrees that, for a period of one (1) year commencing on the earlier termination, initiated by the Landlord, (other than any termination as a result of an Event of Default by Tenant hereunder) of the Term, no portion of the Premises shall be leased, sold, otherwise transferred or used for (i) a pharmacy, any other business or operation providing pharmaceutical products (including, without limitation, oral, topical, injectable, specialty or infusion products) or related services (including, without limitation, compounding services) or supplies, or clinical or consultant pharmacist services, or (ii) parking, access, signage, utilities or other operational services or facilities that serve a use, or serve a purpose incidental to a use, prohibited by clause (i) above. The restrictions in this Article shall not apply to any store owned or operated by Tenant, or any entity affiliated with or owned or controlled by Tenant. The foregoing restriction shall be incorporated into the Notice of Lease contemplated by Article 49 to be recorded in the real property records for the county in which the Premises are located. Landlord's obligations pursuant to this Article 32 shall survive any expiration and/or termination of this Lease.

EXTERIOR MAINTENANCE -

33. (a) Except to the extent of Landlord's obligations under Sections 7, 9 or 10, Tenant shall be responsible for the ordinary maintenance of the parking, if any, and other exterior areas of the Landlord's Property throughout the Term, including cleaning, sweeping, snow and ice removal, and landscaping. Landlord shall perform all other maintenance, repairs and replacements of the parking and other exterior areas of the Landlord's Property pursuant to good and accepted business practices throughout the Term, including, without limitation, all capital expenditures and capital improvements; repairing, resurfacing, repaving, re-striping, and resealing of the parking areas; repairing and replacing, as necessary, of all curbing, sidewalks and directional markers; any required maintenance, inspection, testing or monitoring of any fire sprinkler system or alarm system in the Building, which system shall not be exclusive for any one premises; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

(b) Tenant's Pro Rata Share shall be fifty percent (50%) and shall mean that proportion of the applicable costs described which the gross floor area of the Premises, excluding the square footage of any basement space or mezzanine, bears to the gross floor area of all rentable space in the Landlord's Property. Commencing as of the Date of Rent Commencement, Tenant shall pay to Landlord Tenant's Pro Rata Share of the common area maintenance costs ("CAM costs"), if any, incurred by Landlord from and after the Date of Rent Commencement in fulfilling Landlord's obligations under subdivision (a) above; and for no other costs. The foregoing notwithstanding, Tenant shall not pay Landlord Tenant's Pro Rata Share of any costs incurred by Landlord in connection with any capital expenditures or capital improvements made by Landlord, such as repaving or replacing the parking areas, if any located on Landlord's Property, except as follows: if, after obtaining Tenant's consent to do so, Landlord shall repave or replace the parking areas, then Tenant agrees to pay Tenant's Pro Rata Share of the amortization costs thereof, over the useful life thereof, provided that: (i) Tenant shall do so only one time during the "useful life" (as defined below) of the improvement; and (ii) Tenant shall not so pay following the expiration or other termination of this Lease (in other words, for example, if Landlord shall replace the parking areas in year 8, and if such replacement shall have a 15 year useful life, and if the Term shall expire at the end of year 10, then Tenant shall pay its share of the annual amortization for years 8, 9, and 10 only (or a portion of year 8, as applicable.) If Tenant shall not consent to any request by Landlord to repave or replace the parking areas, then, Landlord shall not be obligated to perform same, and Landlord shall not be in default hereunder for failure to do so. Landlord shall repave or replace the parking areas at any time upon Tenant's request to do so; and Tenant shall pay Landlord as set forth above. For the purposes hereof, useful life shall be determined as permitted under the Internal Revenue Code (including the regulations issued thereunder) in effect at the time of such repaving or replacing.

(c) Tenant shall not pay any management, administrative, accounting, data processing or audit fees.

(d) Any sum payable to Landlord under subsection (b) above shall be paid by Tenant within 60 days after receipt from Landlord of a written invoice therefor, accompanied by detailed documentation (including copies of receipted bills) and a computation of Tenant's Pro Rata Share.

(e) If Landlord shall fail to perform any of its obligations under this Article within 30 days after receipt of written notice from Tenant of the need therefor (except that no notice shall be required in the event of an emergency), then, Tenant may do so on Landlord's behalf and charge Landlord for the reasonable cost thereof. If Landlord shall not pay Tenant within 30 days after receipt of an invoice therefor with supporting documentation, Tenant may deduct the reasonable cost thereof from rent and other charges due hereunder.

TAXES -

34. (a) Currently no real estate taxes or assessments accrue against the Premises or the balance of the Landlord's Property. Should the same be assessed during the term of this Lease, Landlord shall pay to all Tax authorities, all real estate taxes and all assessments which may be levied against the Landlord's Property (collectively, "Taxes").

(b) In the event such Taxes are levied, Tenant agrees to reimburse Landlord for Tenant's Pro Rata Share (as defined in Article 33) of all such Taxes levied against the Landlord's Property with respect to each tax fiscal year (or portion thereof) of the Term occurring after the Date of Rent Commencement. The first installment payment of Taxes coming due after the Date of Rent Commencement shall be pro rated such that Tenant shall be obligated only to pay that portion of such installment attributable to periods during the Term that occur subsequent to the date such Taxes are assessed. In the last year of the Term, Taxes shall be pro rated such that Tenant shall be obligated to pay that portion of Taxes attributable to periods that occur during the Term prior to its the expiration. Tenant's obligation hereunder shall exclude Tenant's Pro Rata Share of: any assessment penalty added to the Taxes as a result of Landlord's failure to timely pay any such Taxes to the applicable governmental authority; and any Taxes payable over a period of more than one year, provided that Tenant shall pay Tenant's Pro Rata Share of the installments thereof due during the Term.

(c) Any sum payable to Landlord under this Article shall be paid by Tenant within 30 days after receipt from Landlord of demand therefor, accompanied by copies of receipted Tax bills and a computation of Tenant's Pro Rata Share.

(d) At Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) any Taxes agreed to be paid hereunder; provided that Tenant first shall satisfy any requirements of Laws, including, if required, that the Taxes be paid in full before being contested. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. After first deducting from any rebate received by Tenant all reasonable costs incurred by Tenant pursuant to this paragraph, Tenant shall pay to Landlord Landlord's Pro Rata Share of the remaining amount. Landlord's Pro Rata Share shall mean 100% of the applicable sum described, less Tenant's Pro Rata Share.

(e) If Tenant shall become aware that the Landlord's Property is being sold at a tax sale due to Landlord's delinquent payment of Taxes, and if Tenant shall pay the delinquent Taxes in order to prevent such sale, then, Tenant may deduct the following amounts from rent and other

charges due hereunder: an amount equal to the Taxes, interest, and penalties so paid by Tenant; all reasonable charges (including reasonable attorneys fees) incurred by Tenant in preventing such sale; and interest on all of the foregoing at the rate of 10% per annum.

(f) Notwithstanding anything to the contrary in this Article, if Landlord shall fail to bill Tenant for Tenant's Pro Rata Share of any Taxes within 24 months from the date the applicable Tax bill is issued, then Tenant shall not be obligated to pay Landlord for Tenant's Pro Rata Share of such Taxes.

(g) Tenant agrees to pay to all Tax authorities all personal property taxes which may be levied against Tenant's merchandise, trade fixtures, and other personal property in and about the Premises.

(h) In the event Landlord sells the Landlord's Property and the appropriate taxing authorities increase the assessed valuation and taxes on the Landlord's Property as a result of the sale, or if Landlord takes any other action which causes a tax increase, then Tenant shall pay as Taxes, during the year of such sale and for all succeeding fiscal tax years, only that portion of the Taxes related to the assessed value of the Landlord's Property prior to the sale and Landlord shall pay all Taxes related to the increase in the assessed value of the Landlord's Property.

(i) Upon request of Tenant, Landlord agrees to execute and deliver a power of attorney granting Tenant (or any officer of Tenant) the right to execute, acknowledge and deliver real estate tax returns, statements and other real estate tax-related instruments, and to pay real estate taxes, on behalf of Landlord with respect to the Landlord's Property. In order to induce the Landlord to execute any such power of attorney, and without limitation of the obligations of the Tenant under this Lease, Tenant shall indemnify, defend and save harmless Landlord for, from and against any and all losses, liabilities, damages, penalties, judgments, actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, which may arise as a result of any action or failure to act by Tenant or any other person named under any such power of attorney. Tenant also agrees that it shall, at its sole cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord (or in which Landlord may be impleaded) with respect to said power of attorney, and shall indemnify and hold Landlord harmless from any liabilities, judgments, settlements and other amounts arising in connection with any such suits or actions.

INSURANCE –

35. (a) Landlord shall, at its expense, maintain, or cause to be maintained, Causes of Loss-Special Form (formerly known as All-Risk) insurance for all buildings of the Landlord's Property for at least 90% of its/their reasonable replacement value. Said insurance policy shall not exclude flood coverage if the Landlord's Property is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Landlord warrants and agrees that all proceeds received from such insurance shall be used in the first instance in accordance with Landlord's obligations under Article 13 hereof. Landlord also shall maintain Commercial General Liability insurance

coverage, written on an occurrence basis; in combined policy limits of not less than \$2,000,000.00 per occurrence for bodily injury and for property damage arising out of the Landlord's Property.

Commencing as of the commencement of the Term, Tenant shall pay to Landlord Tenant's Pro Rata Share of the cost of the insurance required to be maintained by Landlord hereunder during the Term. In addition, if Landlord shall elect to carry rental value insurance for the Landlord's Property, Tenant shall pay Landlord for Tenant's Pro Rata Share of same, in limits of up to 12 months' worth of rent and other charges due to Landlord hereunder. Any sum payable to Landlord hereunder shall be paid by Tenant within 30 days after receipt from Landlord of demand therefor, but not more than once annually. Any such demand shall be accompanied by: a computation of Tenant's Pro Rata Share; copies of receipted insurance bills; copies of the declaration pages of the applicable policies, with determinations of premium allocations, and any endorsements and exclusions; and by a certificate of all of Landlord's insurance; and such certificate shall name Tenant as an additional insured with respect to Landlord's Commercial General Liability insurance policy. Landlord agrees to send to Tenant Landlord's estimate of the annual insurance expense hereunder at least 30 days prior to the commencement of the Term.

If Landlord shall receive a credit for any amount of the insurance premium paid by Landlord for the insurance required or permitted to be maintained by Landlord hereunder, then Landlord shall notify Tenant of such credit within 15 days after its receipt; and Tenant's Pro Rata Share of said amount shall be credited to Tenant for the next succeeding insurance payment required to be paid by Tenant hereunder, except that, at the expiration or termination of the Term, Tenant's Pro Rata Share of said amount will be refunded to Tenant.

(b) Notwithstanding the foregoing, if Tenant shall obtain and submit to Landlord a bid for identical Causes of Loss-Special Form insurance at a cost of at least 10% less than that paid by Landlord, then, Landlord shall: obtain said insurance from the insurer which provided said bid within 30 days after Tenant's submission of said bid; or, adjust Landlord's charges hereunder to equal the premium available from said bidder for such insurance coverage.

(c) Tenant shall maintain Commercial General Liability insurance coverage, with combined policy limits of at least \$2,000,000.00 per occurrence for bodily injury and for property damage arising out of the Premises. Such insurance shall name Tenant as the named insured and Landlord and Landlord's mortgagee, as additional insureds, as their interests may appear. Tenant shall make available to Landlord evidence of all insurance required to be carried by Tenant under the provisions of this Lease. Tenant will provide such evidence to Landlord by granting Landlord access to an internet web site containing such evidence, or at Tenant's option, by other means.

(d) Except to the extent that Tenant has elected to self insure as provided below, all insurance coverage required to be carried hereunder: shall be carried with insurance companies or state authorized risk retention pools licensed or permitted to do business in the state in which

the Landlord's Property is located; and which insurance companies shall have a credit rating of A- or better by A.M. Best's (or any successor thereto), or A- or better by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies (or any successor thereto), or A2 or better by Moody's Investor Services, Inc. (or any successor thereto); and shall require the insured's insurance carrier to notify the other party hereto at least 30 days prior to any cancellation of such insurance.

(e) Notwithstanding anything in this Lease to the contrary, Tenant may self insure any or all of the coverage required to be maintained by Tenant hereunder, provided that such self insurance does not violate any Laws. If Tenant elects to so self insure any or all of such coverage, Tenant shall give Landlord written notice indicating its decision to self insure.

(f) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by a Business Owner Policy, or any equivalent thereof, or by blanket insurance covering the Premises and other locations of Tenant and/or affiliates of Tenant, provided such policy or blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved.

TENANT'S AUDIT RIGHTS -

36. Tenant may audit Landlord's CAM costs, Tax charges insurance charges, and other charges, but not more than once annually. Access to Landlord's records shall be provided to Tenant within 30 days after Tenant's request therefor. If such access is not provided, Tenant shall be relieved of its obligation to pay Tenant's Pro Rata Share of such charges until access is provided. Landlord agrees to maintain its CAM, Tax and insurance records for at least 36 months from the date of each applicable invoice to Tenant. If any audit shall indicate that, in any of Landlord's statements, the charges were overstated by Landlord by an amount in excess of 3% of the actual costs, then Landlord shall pay to Tenant the reasonable cost of such audit, plus interest on the overstated amount at the rate of 10% per annum. In any event, Landlord shall repay any amount owing to Tenant as a result of any overstatement.

LANDLORD'S TITLE -

37. Landlord represents, warrants and covenants to Tenant that Landlord has good and clear record and marketable title to the Landlord's Property, in fee simple absolute, free of liens and encumbrances (excluding mortgages). Landlord also warrants and covenants that: there are no exclusive use restrictions in other tenants' leases, restrictive covenants or other agreements, and no zoning or other Laws, and no other legal impediment, any of which would prevent Tenant from occupying the Premises for the purposes herein provided, or prevent the full use of the parking areas as herein set forth; and Landlord shall not enter into any exclusive use restrictions, restrictive covenants or other agreements, which would prevent Tenant from occupying the Premises for the purposes herein provided, or prevent the full use of the parking areas as herein set forth.

Landlord further represents and warrants to Tenant that:

(a) Landlord has received no written notices of, nor does Landlord have knowledge of, any existing claims for mechanics' liens affecting the Premises, nor are there any third parties in or entitled to possession of the Premises;

(b) Landlord has not received any written notice of, nor does Landlord have knowledge of, any pending action to take by condemnation all or any portion of the Landlord's Property;

(c) The Landlord's Property has free and full access to and from adjoining streets, roads and highways. Landlord has not received any written notice of, nor does Landlord have knowledge of, any pending or threatened action which would impair or alter the existing access to the Landlord's Property;

(d) To Landlord's knowledge, the Landlord's Property has not been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in additional, catch-up ad valorem taxes in the future in order to recover the amounts previously abated or deferred, nor, to Landlord's knowledge, is the Landlord's Property subject to any agreement, contract or commitment regarding valuation and/or minimum valuation, and Landlord has not received written notice of any of the foregoing;

(e) On the date of delivery of possession of the Premises to Tenant, to the best of Landlord's knowledge, the Landlord's Property shall be free of all violations, orders, or notices of violations of Laws; and

(f) Landlord has full authority to enter into this Lease and perform its obligations hereunder without the consent or approval of any other person or entity (other than consents or approvals that have been obtained prior to the date hereof).

(g) Prior to Tenant taking possession of the Premises, Landlord shall record a notice of termination of any existing notice of lease of record with respect to the Premises.

QUIET ENJOYMENT -

38. Landlord warrants and agrees that Tenant, on paying the rent and other charges due hereunder and performing all of Tenant's other obligations pursuant to this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the full Term, free from molestation, eviction, or disturbance by Landlord or by any other person(s) lawfully claiming to be the same.

39. Intentionally omitted

NO BROKERS -

40. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease. Landlord and Tenant each agree to defend, indemnify and hold harmless the other against all liabilities arising from any claim of any other real estate brokers, including cost of counsel fees, resulting from their respective acts.

DISPUTES -

41. If any dispute shall arise as to any amount of money to be paid by one party to the other under this Lease, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest", and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for the recovery of such sum. If it shall be judged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum(s), or so much thereof as it was not legally required to pay under this Lease, together with interest at the rate of 10% per annum. If any dispute shall arise between the parties hereto as to any work to be performed by either of them under this Lease, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest", and the performance of such work shall not be regarded as a voluntary performance, and there shall survive the right on the part of said party to institute suit for recovery of the cost of such work, and it shall be entitled to recover the cost of such work, or the cost of so much thereof, as said party was not legally required to perform under this Lease, together with interest at the rate of 10% per annum.

ANCILLARY TENANT FACILITIES -

42. At no charge to Tenant, Tenant may maintain a dumpster or similar refuse container near the Premises. Tenant's rights under this Article shall be subject to Laws.

TRANSFER OF TITLE -

43. (a) In the event of any transfer(s) of the title to the Landlord's Property, Landlord (and in the case of any subsequent transfer, the then-grantor) automatically shall be relieved from and after the date of such transfer, of all liability with respect to the performance of any obligations

on the part of said Landlord contained in this Lease thereafter to be performed; provided that any amount then due and payable to Tenant by Landlord (or the then-grantor), and any other obligation then to be performed by Landlord (or the then-grantor) under this Lease, either shall be paid or performed by Landlord (or the then-grantor) or such payment or performance assumed by the transferee; it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and with respect to their respective successive period of ownership.

(b) Landlord may freely transfer title to the Landlord's Property and this Lease without the consent of Tenant; however, Landlord shall give Tenant notice of the transfer of its interest in the Landlord's Property by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit T-1. Until Landlord gives Tenant notice in accordance with the terms of this Lease, or Tenant receives notice of a transfer of the Landlord's Property by Landlord, Tenant may deal with Landlord as if it continued to be the owner of the Landlord's Property. If a controlling ownership interest in Landlord is transferred and, in connection therewith, the address for notices to Landlord is changed, Landlord shall give Tenant notice of the transfer of such controlling ownership interest by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit T-2; and provided that, until Landlord gives, or Tenant receives, notice of such transfer and new address, Tenant may correspond with the current owner of a controlling interest in Landlord at the prior address for notices to Landlord. Whenever Landlord shall give Tenant notice of a transfer of its interest in the Landlord's Property, or of a controlling interest in Landlord, as provided in this Sub-Section, Landlord shall deliver to Tenant, or upon request of either Landlord or Tenant, the other party shall deliver to the party reasonably requesting it, a properly completed and executed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, or any successor form or any similar form and/or such other information or form from Landlord that is required by the Internal Revenue Service and/or by any other federal, state or local taxing authority having jurisdiction to require the furnishing of any form or information from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employee Identification Number reasonably acceptable to Tenant), in order to allow the requesting party to make a payment under this Lease or any related agreement without any deduction or withholding for or on account of any tax, with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any required certification; however, to the extent such failure causes a backup tax withholding obligation to be imposed on Tenant, Tenant may withhold such amounts from any payments due to or for the benefit of Landlord under this Lease. The provisions of this Sub-Section shall be enforceable by an action for specific performance or an action for actual damages against any party failing to comply with its obligations hereunder.

NO CONTINUOUS OPERATION -

44. Anything in this Lease, express or implied, to the contrary notwithstanding, Landlord agrees that Tenant shall be under no duty or obligation, either express or implied, to open, or thereafter to continuously conduct, its business in the Premises at any time during the Term.

HAZARDOUS MATERIALS -

45. (a) (i) For the purposes hereof, the term "Hazardous Materials" shall include, without limitation, hazardous or toxic substances, wastes or materials, including oil and petroleum derivatives and products, asbestos, lead paint, radon, mercury containing fixtures and polychlorinated biphenyls (PCBs) and PCB containing equipment.

(ii) The term "Landlord's Affiliates" shall mean and refer to (i) any spouse, ancestor, descendant or sibling of Landlord; (ii) any corporation in which Landlord is or was an officer, director, or shareholder; (iii) any partnership in which Landlord is or was a partner; (iv) any trust which is or was for the benefit of Landlord or any spouse, ancestor, descendant or sibling of Landlord; (v) any limited liability company ("LLC") in which Landlord is or was a member or manager; (vi) if Landlord is a partnership, any partner of Landlord; (vii) if Landlord is a corporation, any officer, director or controlling shareholder of Landlord; (viii) if Landlord is an LLC, any member or manager of Landlord; and (ix) any other person or entity sharing common ownership with, or having an interest directly or indirectly in, Landlord.

(b) Tenant represents and warrants that, except as herein set forth, it will not use, store or dispose of any Hazardous Materials in the Landlord's Property. Landlord agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores. Additionally, Landlord agrees that Tenant may use such household cleaners and chemicals to maintain the Premises, and additional chemicals to perform on-site photo-processing. Storage of such chemicals is also permitted. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals described in this paragraph may constitute Hazardous Materials. Notwithstanding any other provision of this Lease, Tenant may sell, use, store and dispose of same as herein set forth, provided that in doing so, Tenant complies with Laws.

(c) Landlord represents and warrants to Tenant that, as of the date on which Landlord shall deliver possession of the Premises to Tenant, the Landlord's Property shall be free from contamination by Hazardous Materials. Notwithstanding anything in this Lease to the contrary, Tenant shall not be obligated to accept possession of the Premises until any Hazardous Materials found in or on the Landlord's Property have been removed, and Landlord has supplied Tenant with a certificate from the appropriate governmental authority that such removal has been completed, and Landlord has restored the Landlord's Property to the condition which existed immediately prior to such removal. Landlord further represents and warrants to Tenant that, there are not now and were not at any time during which Landlord or Landlord's Affiliates, tenants or subtenants had any interest in the Landlord's Property, nor to the best of Landlord's knowledge, have there ever been, any above-ground or underground storage tanks located in, on or under the Landlord's Property. In the event an underground storage tank is determined to exist in the Landlord's Property, Tenant shall under no circumstances be deemed to be an owner or operator of such tank, and removal and remediation required by law in connection with such tank shall be performed by Landlord at Landlord's sole cost.

(d) If, at any time during the Term, Hazardous Materials shall be found in or on the Landlord's Property, then:

(i) with regard to the presence or release of any Hazardous Materials that Tenant shall not have caused, Landlord shall remove or remediate same to the extent required by Laws, and in compliance with Laws, and at Landlord's sole cost; and Landlord agrees to defend, indemnify, and hold Tenant harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which Tenant may suffer as a result of any claim, suit, or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and remediation of same.

(ii) with regard to the presence or release of any Hazardous Materials caused by Tenant, Tenant shall remove or remediate same to the extent required by Laws, and in compliance with Laws, and at Tenant's sole cost; and Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which Landlord may suffer as a result of any claim, suit, or action regarding any such Hazardous Materials (whether alleged or real), and/or regarding the removal and remediation of same.

(e) If, prior to the Date of Rent Commencement, any Hazardous Materials are found in or on the Landlord's Property, and, as a result thereof, Tenant is interfered with in doing its work in the Premises or from opening for business, then, notwithstanding anything to the contrary herein, the Date of Rent Commencement will be delayed for a number of days equal to the number of days that Tenant is delayed from opening for business in the Premises, subject to the other provisions of this Lease. If the Date of Rent Commencement shall be so delayed for 6 months, then, at any time thereafter until such delay shall cease, Tenant may terminate this Lease upon 15 days' prior notice to Landlord.

(f) If, on or after the Date of Rent Commencement, Tenant is interfered with in operating its business as a result of the existence of such Hazardous Materials not caused by Tenant, then, Tenant's rent and all other charges due hereunder shall abate, until Tenant is able to resume the normal operation of its business, subject to the other provisions of this Lease. If Tenant's rent and other charges shall be so abated for 6 months, then, at any time thereafter until such abatement shall cease, Tenant may terminate this Lease upon 15 days' prior notice to Landlord.

(g) Each of Landlord's and Tenant's obligations pursuant to this Article shall survive any expiration and/or termination of this Lease.

TENANT'S INDEMNITY -

46. Except to the extent that such liability is caused by the negligence or tortious act or omission of Landlord, its agents, contractors, or employees, and subject to Article 12, Tenant shall,

to the extent permitted by law, defend, indemnify and hold Landlord harmless from all costs, expenses, claims or demands of whatever nature arising from the following:

(i) any willful, negligent or tortious act or omission on the part of Tenant, its agents, contractors, or employees; or

(ii) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding.

LANDLORD'S INDEMNITY -

47. Except to the extent that such liability is caused by the negligence or tortious act or omission of Tenant, its agents, contractors or employees, and subject to Article 12, Landlord shall, to the extent permitted by law, defend, indemnify and hold Tenant harmless from all costs, expenses, claims or demands of whatever nature arising from the following:

(i) any willful, negligent or tortious act or omission on the part of Landlord, its agents, contractors, or employees; or

(ii) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Tenant, shall, at Landlord's expense, resist or defend such action or proceeding.

ESTOPPEL CERTIFICATE -

48. (a) Landlord and Tenant agree to deliver to each other, from time to time as reasonably requested in writing, and within a reasonable period of time after receipt of such request, an estoppel certificate certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which any rent due hereunder has been paid in advance, if any, together with such other information as Landlord or Tenant may reasonably require with respect to the status of the Lease and Tenant's use and occupancy of the Landlord's Property. In the event Landlord requests that such certificate be delivered in less than fifteen (15) business days, Tenant reserves the right to charge \$750.00 for each such certificate.

(b) Notwithstanding the foregoing, Tenant shall not be required to deliver an estoppel certificate in the case of any transfer of either the Landlord's Property, or of a controlling interest in Landlord, unless and until Landlord provides Tenant with a properly completed and executed Form W-9 or any successor form or any similar forms and/or such other information and/or forms from Landlord that are required by the Internal Revenue Service and/or any other federal, state or local taxing authority having jurisdiction to require the furnishing of any form or information by Landlord from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employer Identification Number) reasonably acceptable to Tenant.

NOTICE OF LEASE -

49. Upon the request of either party hereto, Landlord and Tenant agree to execute a short form Notice of Lease in recordable form, setting forth information regarding this Lease, including, if available, the dates of commencement and expiration of the Term and the Date of Rent Commencement. Upon Tenant's request, Landlord shall record such Notice of Lease. As used herein, the term "Notice of Lease" shall mean a short form notice of lease, or declaration or similar document suitable to protecting Tenant's interest hereunder.

MISCELLANEOUS -

50. (a) This Lease shall be governed and construed in accordance with the laws of the state in which the Landlord's Property is located.

(b) The headings of the Sections of Part I, and of the Articles of Part II, are for convenient reference only, and are not to be construed as part of this Lease.

(c) The language of this Lease shall be construed according to its plain meaning, and not strictly for or against Landlord or Tenant; and the construction of this Lease and of any of its provisions shall be unaffected by any argument or claim that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant.

(d) Landlord and Tenant each warrant and represent to the other, that each has full right to enter into this Lease and that there are no impediments, contractual or otherwise, to full performance hereunder.

(e) This Lease shall be binding upon the parties hereto and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and the successors and assigns of Tenant.

(f) In the event of any suit, action, or other proceeding at law or in equity (collectively, "action"), by either party hereto against the other, by reason of any matter arising out of this Lease, the prevailing party shall recover, not only its legal costs, but also reasonable attorneys' fees (to be fixed by the Court) for the maintenance or defense of said action, as the case may be.

(g) A waiver by either party of any breach(es) by the other of any one or more of the covenants, agreements, or conditions of this Lease, shall not bar the enforcement of any rights or remedies for any subsequent breach of any of the same or other covenants, agreements, or conditions.

(h) This Lease and the referenced exhibits set forth the entire agreement between the parties hereto and may not be changed or terminated orally or by any agreement unless such agreement shall be in writing and signed by the party against whom enforcement of such change or termination is sought.

(i) If any provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(j) The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises; and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant.

(k) Landlord shall cooperate with Tenant to the extent necessary for Tenant and any party claiming by through or under Tenant to obtain any licenses, approvals, permits or other governmental authorizations necessary to operate its business in the Premises and/or to construct, improve and/or renovate the Premises including, without limitation, any buildings and/or improvements, all subject to the terms of this Lease; provided, that in no event shall Landlord be obligated to incur (i) any costs or expenses in connection with its cooperation, and all such costs and expenses shall be paid by Tenant, (ii) any indebtedness or monetary liabilities or obligations in connection with any such cooperation or (iii) waive any requirement imposed by applicable Laws . Without limitation of any other provisions of this Lease, Tenant shall indemnify, defend and hold Landlord harmless for, from and against any and all liabilities, losses, damages, penalties, costs, expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or in connection with Landlord's cooperation under this Sub-Section. Without limitation of the foregoing, Landlord shall, upon request of Tenant, execute any applications for liquor licenses, business licenses and other licenses and permits, and provide any and all information requested by the licensing and/or permitting authority with respect to Landlord, its officers, directors, members, managers, partners and/or shareholders which may be required in order for the Tenant and any party claiming by, through or under Tenant to sell alcoholic beverages and other products and/or services at the Premises if and to the extent not prohibited by laws or matters of record; provided, that (i) Tenant shall maintain such information as confidential and will only disclose such information as and to the extent required to obtain such licenses, approvals and permits and (ii) certain liquor license approvals may require a vote of the Globe City Council and such vote cannot be contractually committed beforehand.

(l) Landlord shall cooperate with Tenant to the extent necessary for Tenant and any party claiming by through or under Tenant to obtain any licenses, approvals, permits or other governmental authorizations necessary to operate its business in the Premises and/or to improve and/or renovate the Premises including, without limitation, any buildings, signs and/or improvements, all subject to the terms of this Lease; provided, that in no event shall Landlord be obligated to incur (i) any costs or expenses in connection with its cooperation, and all such costs and expenses shall be paid by Tenant, (ii) any indebtedness or monetary liabilities or obligations in connection with any such cooperation or (iii) waive any requirements imposed by applicable Laws. Without limitation of any other provisions of this Lease, Tenant shall indemnify, defend and hold Landlord harmless for, from and against any and all liabilities, losses, damages, penalties, costs, expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or in connection with Landlord's cooperation under this sub-section. Without limitation of and subject to the foregoing, Landlord shall, upon request of Tenant, execute any applications for business licenses, and other licenses, approvals, permits and other governmental authorizations and provide any and all information requested by the licensing and/or permitting authority with respect to Landlord, its officers, directors, members, managers, partners and/or shareholders which may be required in order for the Tenant and any party claiming by, through or under Tenant to sell products and/or services at the Premises if and to the extent not prohibited by laws or matters of record and to obtain such licenses, approvals, permits and other governmental authorizations; provided, that Tenant shall maintain such information as confidential and will only disclose such information as and to the extent required to obtain such licenses, approvals and permits.

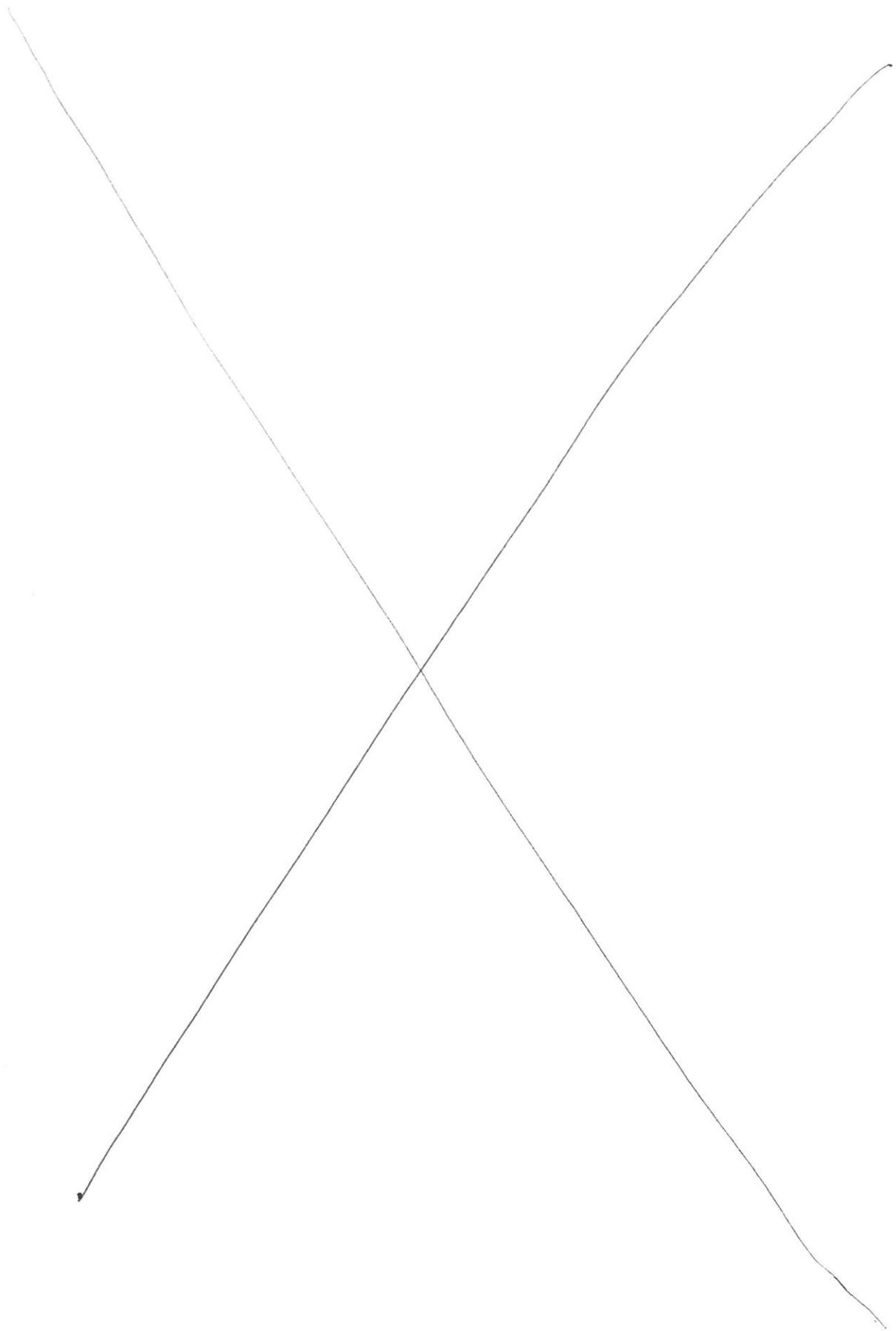
(m) Each of Landlord and Tenant hereby acknowledge and agree that (i) it is not the purpose of this Lease or any of the transactions contemplated hereby to exert influence in any way over the judgment of any party with respect to the referral of patients or business, (ii) it is the intent of the parties that any referrals that may be made by Landlord to Tenant's business shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient, and (iii) the rent and any and all other fees hereunder are consistent with fair market value in an arm's length transaction and no part of the rent or any other fees hereunder takes into consideration the volume or value, if any, of referrals or business generated between the parties.

(n) Unless the context clearly requires otherwise, as used herein, "includes" and "including" are not limiting and "or" is not exclusive.

51. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument.

(Signatures appear on the following page)



IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

CITY OF GLOBE

By: 
Name: Eric Mariscal
Title: Vice Mayor

TENANT:

GERMAN DOBSON CVS, L.L.C.

BY: _____
NAME:
TITLE:

CVS LEGAL APPROVAL: _____

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

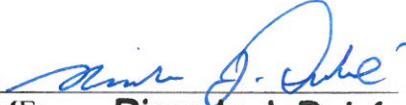
LANDLORD:

CITY OF GLOBE

By: _____
Name:
Title:

TENANT:

GERMAN DOBSON CVS, L.L.C.

BY: 
NAME: **Ricardo J. Dubé**
TITLE: **Vice President**
CVS LEGAL APPROVAL: CAG