269806

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of NEW JERSEY

County of MONMOUTH :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

S. MARIO D. MARIA
NAME (print or type)

TITLE (print or type)

SIGNATURE

Sworn to before me this
9th day of August, 1996

Rose Marie DiMaria
Notary Public

ROSE MARIE DiMARIA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 4, 1996

REQUEST FOR INFORMATION

1. State your full name, your mailing address, and the portion of the Site which you currently own or owned in the past.

2. With regard to your first visit to the Site, describe the physical characteristics of the Site and your observations during the visit, and identify all individuals who were present at the Site during the visit. Provide copies of all photographs taken by you or on your behalf in connection with the visit.

3. Have you, or anyone hired by you, ever conducted an environmental assessment, inspection, investigation or cleanup of the Site or any portion of the Site? If yes, please provide a copy of all relevant documents, including the nature of the activities and the costs incurred for each activity.

4. From whom and when was the Site or any portion of the Site purchased?

5. Did any individuals involved during your purchase of the Site, or any portion of the Site, make any representations concerning the physical characteristics of the Site or any portion of the Site including the land and the soil? If yes, describe all representations made and provide all relevant documents.

6. Provide copies of all past and present leases, if any, with respect to the Site or any portion of the Site.

7. Have you ever sold any portion of the Site?

8. Did you, during your sale of any portion of the Site, make any representations concerning the physical characteristics of the Site including the land and the soil? If yes, describe all representations made and provide all relevant documents.

9. What activities have you conducted at the Site, or on any portion of the Site, from your date of purchase until now.

10. Were you aware at any time from your date of purchase until now that hazardous or nonhazardous chemicals, or any other industrial wastes, residues or by-products, including paint wastes and/or paint-related materials, were present at the Site or any portion of the Site? If so, please state the date, nature and extent of your knowledge.

11. During your ownership, has there ever been a release of any hazardous substance (see Definitions above) at the Site or any portion of the Site? If yes, state the date of the

release, identify the material released, the location of the release, and the quantity of the material released.

12. Have you ever observed petroleum sheens, discolored soil, or other indications of chemical releases during your ownership of the Site or any portion of the Site? If so, describe.

13. State the names, telephone numbers and present or last known addresses of all individuals whom you have reason to believe may have knowledge, information or documents regarding the use, storage, disposal, generation or handling of hazardous substances, hazardous wastes and industrial wastes at the Site, the transportation of such materials to the Site, or the identity of any companies whose material may have been treated or disposed of at the Site.

14. Did you ever obtain any real estate appraisals for the Site or any portion of the Site? If yes, provide a copy of each such appraisal.

15. Have you or any other entity ever conducted soil-moving activities or filling at the Site or any portion of the Site? If so, describe.

16. Other than EPA, did any government agency ever conduct any environmental investigations or cleanups at the Site or any portion of the Site? If so, describe, including the date of your knowledge of these activities.

17. Provide copies of all documents in your possession regarding Site contamination and/or sampling results, including, but not limited to, all documents to or from engineering or environmental consultants.

18. Were any hazardous substances ever generated or removed from the Site, or any portion of the Site, by a government agency or yourself?

19. Has the Site, or any portion of the Site, been the subject of any inspection by any Town, County or State regulatory agencies concerning fire, safety, health, or occupational matters? If yes, describe each such inspection and provide copies of all relevant documents.

20. Other than the survey drawing previously provided to EPA, provide copies of all maps or other depictions of the Site and any photographs in your possession that involve the Site or any other persons or companies that operated at the Site.

21. Please identify any other entities that have owned or conducted operations at the Site, or any portion of the Site, and provide any documents pertaining to such ownership or operation. For each entity, further identify the dates

of their involvement at the Site, the nature of their involvement at the Site, and all evidence that hazardous substances were released or threatened to be released at the Site during the period which they owned or operated the Site.

22. State the name, address, telephone number, title and occupation of each person answering this Request for Information and state whether such person has personal knowledge of the answers. In addition, identify each person who assisted or was consulted in the preparation of this Request for Information.

$$\frac{X}{50} = \frac{Y}{1.4375}$$

1	N838 E470	From N800 E500	N 1.09"	W 0.86"
2	N839 E499	From N800 E500	N 1.12"	W 0.03"
3	N840 E548	From N800 E500	N 1.15"	E 1.38"
4	N840 E594	" N800 E550	N 1.15	E 1.265"
5	N853 E651	N800 E650	N 1.52	E 0.03
14	N497 E468	From N500 E500	S 0.086"	W 0.92"
15	N564 E467	N550/E500	N 0.40"	W 0.94"
16	N613 E464	N600/E500	N 0.37"	W 1.03"
17	N660 E464	N650/E500	N 0.29"	W 1.03"
18	N700 E467	N700/E500		W 0.94"
19	N765 E467	N750/E500	N 0.43"	W 0.94"
T-A	N824 E490	N800/E500	N 0.69"	W 0.29"
45	N723 E489	N700/E500	N 0.66"	W 0.32"
71	N320 E500	N350 E500	S 0.86"	
72	N370 E600	N400 E600	S 0.86"	

12/16

1/16 =	0.0625	1/32 =	0.03
1/8 =	0.125	3/32 =	0.09
3/16 =	0.1875	5/32 =	0.156
1/4 =	0.25	7/32 =	0.2188
5/16 =	0.3125	9/32 =	0.2813
3/8 =	0.3750	11/32 =	0.3438
7/16 =	0.4375	13/32 =	0.4063
1/2 =	0.5	15/32 =	0.4688
9/16 =	0.5625	17/32 =	0.5313
5/8 =	0.625	19/32 =	0.5938
11/16 =	0.6875	21/32 =	0.6563
3/4 =	0.75	23/32 =	0.7188
13/16 =	0.8125	25/32 =	0.7813
7/8 =	0.875	27/32 =	0.8438
15/16 =	0.9375	29/32 =	0.9063
		31/32 =	0.9688

FEINBERG AND McBURNEY
COMMERCIAL & INDUSTRIAL REALTORS

April 4, 1989

Mr. William T. Moyer, Treasurer
CONTINENTAL BANK OF NEW JERSEY
1345 Chews Landing Road
Laurel Springs, New Jersey 08021

RE: Bank lease/store #7
561 Center
Gibbsboro, Camden County, NJ

Dear Mr. Moyer,

This letter will serve as notice that occupancy of the above center will be determined as beginning on May 22, 1989 in accord with the terms of the captioned lease, page 31 paragraph forty six #4, at which point the tenant will be responsible for its pro rata share of expenses as outlined on page 2, second paragraph. However, actually monthly rental of $2800.00 will not begin until May 22, 1990.

Should you have any questions regarding the above, please contact me immediately.

Very truly yours,

Feinberg & McBurney Realtors, Inc.,

Ronald McGee
RM/sr

Suite 126 • 409 Rt. 70 East • Cherry Hill, NJ 08034 • (609) 428-8700

Yrs-2-5 = 2800.00/Mo
6-10 = 3360.00/Mo

David Hineline
985-9777

Original signed

LEASE FOR:

1 5yr opt -
New Rent $3360.00/Month

ROUTE 561 SHOPPING CENTER

HADDONFIELD BERLIN ROAD

GIBBSBORO, NEW JERSEY 08026

LANDLORD - MR. JOSEPH PARISI
c/o FEINBERG & MCBURNEY REALTORS
P.O. BOX 3210
CHERRY HILL NEW JERSEY 08034

TENANT - GEORGE WELCH, PRESIDENT
CONTINENTAL BANK OF NEW JERSEY
1345 CHEWS LANDING ROAD
LAUREL SPRINGS, N.J. 08021

STORE NO. ~~SEVEN (7)~~ 5 & 6

Twenty Four Hundred (2400) **SQUARE FEET**

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LEASE

PARTIES

THIS INDENTURE made this 9th day of ~~SEPTEMBER~~ November, 1988, by and between JOSEPH PARISI ET ALS, hereinafter called the "LANDLORD" and CONTINENTAL BANK OF NEW JERSEY, hereinafter called the "TENANT".

W I T N E S S E T H :

PREMISES

The LANDLORD, in consideration of the rents, agreements, conditions and covenants herein contained, on the part of the TENANT to be paid and performed, hereby demises, rents lets to TENANT and TENANT takes and hires from LANDLORD, the following described premises subject to all present and future restrictions, easements and any and all agreements affecting the premises.

THE STORE in the existing ROUTE 561 SHOPPING CENTER in the BOROUGH of GIBBSBORO County of CAMDEN, State of New Jersey, being a store approximately 40' by 60' feet and containing approximately 2400 square feet.

SUBJECT, HOWEVER, to any lateral or forward or rearward deviation in the location of the demised premises provided the general location and dimensions are as set forth on the attached plan, reserving, however, to LANDLORD the right of ingress and egress through the demised premises to parts of the building not hereby demised, and also reserving space for all pipes, ducts, wires and the like, leading to and from portions of the building not hereby demised.

TERM

TO HAVE AND TO HOLD for and during the term commencing on the date that LANDLORD serves upon TENANT a certificate certifying that the demised premises are ready for occupancy, or upon the taking of complete or partial possession by the TENANT, whichever shall first occur, and expiring TEN (10) years after the Rental Commencement Date as defined in Article "Second" hereof; all the foregoing being subject to such earlier expiration or termination as herein provided; and all upon

condition that TENANT pay the rent therefor and conform, observe and comply with each and all the terms, covenants, agreements and conditions as hereinafter provided. The parties agree, on the request of either made on or after the Rental Commencement Date, promptly to execute, acknowledge and deliver an instrument setting forth the dates of the commencement and end of the term.

The parties hereto covenant and agree as follows:

USE

FIRST: Said premises shall be used and occupied for the following purposes and none other: **BANK**

RENT

SECOND: Tenant covenants and agrees to pay landlord as rental for the demised premises the following:

It is mutually understood and agreed that no rental will be paid by Tenant for the first year of this lease. However, Tenant will be responsible for all other charges, ie: pro-rata share of Insurance, utilities, real estate taxes, septic, water, etc.

YEARS 2 THRU 5: $2800.00 PER MONTH = $33,600.00 PER YEAR
YEARS 6 THRU 10: $3360.00 PER MONTH = $40,320.00 PER YEAR

The TENANT shall pay to the LANDLORD a basic rental of $336,000.00 in equal monthly installments of $2800.00 on the first day of each calendar month in advance. If the Commencement Date is not the first day of a calendar month, rent from the Commencement Date to the first day of the following month shall be apportioned at the annual rent (based on a three hundred sixty day year) and shall be paid in addition to the first monthly installment.

STORE HOURS

THIRD As one of the inducements for the making of this lease, TENANT hereby agrees, beginning as soon after the commencement of the term as is reasonably possible and continuing during the full remaining term of this lease, to operate its business in the demised premises; to keep its store open daily for the regular conduct of its business therein during the same hours at least as are customarily employed by other similar stores in the vicinity of the demised premises, and to keep and maintain the show window displays in an attractive and dignified manner; PROVIDED HOWEVER, that TENANT shall be under no

obligation to keep said store open on Sundays or Holidays, or on days when it is customary for other stores in _GIBBSBORO BORO____ New Jersey, to keep closed, or when it is recognized business practice to keep closed. TENANT hereby agrees to join with the other tenants in the shopping center in any endeavor to formulate a common plan of store hours and business days; and if TENANT and said other tenants shall arrange such common plan, then the store hours and business days of TENANT'S store on the demised premises, in lieu of the store hours and business days hereinabove set forth in this Article, shall be those prescribed by said common plan during the continuance thereof. It is further agreed that no failure by TENANT to keep said store open for business by reason of the elements, fire, labor disturbances or other causes beyond the control of TENANT shall be deemed a breach by TENANT of the term of this Article.

COVENANTS

FOURTH TENANT covenants throughout the terms hereof;

(a) Not to mortgage, pledge, or encumber this lease or any part thereof, nor let or underlet the demised premises or any part thereof, nor permit the premises or any part thereof to be occupied or used for any purpose other than as herein specified, without the prior written consent of LANDLORD in each instance first had and obtained. The sale, transfer or assignment of a controlling interest in the TENANT shall be deemed an assignment;

(b) to install and connect a water meter and to pay as additional rent, all water charges when due;

(c) to pay any sewer rent, charge or other levy imposed upon the demised premises or the realty of which it forms a part;

(d) to execute and comply with all laws, and with all rules, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, and with all rules, directions, requirements and recommendations of the local board of fire underwriters and the fire insurance rating organization having jurisdiction over the area in which the demised premises are situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the demised premises are situated, in any way pertaining to the demised premises or

the use and occupancy thereof, or pertaining to any signs erected by TENANT outside the premises, and whether directed to LANDLORD or TENANT;

(e) to keep the demised premises, inside and outside, and all fixtures and equipment therein, and all signs of TENANT erected outside thereof, in good repair, order and condition, making all repairs thereof as may be required or necessary, all repairs to be of the same quality, design and class as the original work; but the provisions of this, and the preceeding subdivision of this Article shall not require TENANT to make repairs to the structural parts of the building, hereby defined to mean bearing walls, fascade beams and roof, unless the condition necessitating such repairs to structural parts shall have been caused by TENANT, its agents, servants or invitees. ~~It being agreed, however, that skies, fronts and backs shall not be deemed structural parts of the building within the meaning of the foregoing.~~

(f) to permit LANDLORD to enter and examine the premises and make measurements and necessary repairs therein but nothing herein contained shall impose upon LANDLORD any obligations, responsibility or liability whatsoever for the care, supervision or repair of the demised premises, the building of which the same form a part or the appurtenances thereof, except as herein expressly set forth;

(g) to allow a notice "For Sale" or "To Let" to be placed and remain on the premises during six (6) months next prior to the expiration of the term, and to allow persons to enter and examine the premises;

(h) not abandon or leave the premises unoccupied or vacant at any time;

(i) not to place, erect or maintain any marquee, awnings, placard or sign of any kind in or about the windows, doors, walls, roof, entrance ways or any other portion of the premises without the LANDLORD'S prior written consent;

(j) to keep the sidewalks and gutters adjacent to the demised premises clear of obstruction and free from ice, snow, dirt and rubbish;

(k) to make no alterations, additions or improvements in or to demised premises without LANDLORD'S prior written consent in each instance first had and obtained, which consent shall not be unreasonably withheld, except that TENANT may make alterations to the interior parts of the demised premises which do not involve, affect or require work upon structural parts of the building, store fronts or the duct work for heating and ventilating or any extension or enlargement of any such duct work;

(l) at the expiration or termination of this lease, without requiring LANDLORD to give any notice, to surrender the premises to LANDLORD with all equipment thereon and improvements thereto (excluding, however, TENANT'S movable furniture, bank equipment and trade fixtures), in broom clean condition and in good order and repair, except as TENANT is prevented from doing so by reason of damage or destruction by fire or other hazard, and to repair any injury done to the demised premises by the installation or removal of furniture or fixtures;

(m) not to use or occupy the demised premises so as to require alterations or additions to be made thereto or to the building of which the same form a part, by reason of any law or any rule, order, requirement or direction of any governmental agency or officer having jurisdiction, or any rule, requirement or direction of the local board of fire underwriters or of the fire insurance rating organization or bodies of similar function, hereinabove described;

(n) not to disfigure or deface the demised premises or the building in which the same are located and not to permit or suffer any waste or any nuisance, or allow the premises to be used for any unlawful purpose;

(o) to keep the show window lights and outside electric signs illuminated from Dusk until 11:00 p.m. of each day except when prevented from doing so by causes beyond the control of TENANT.

PLATE GLASS

FIFTH TENANT agrees to replace any plate glass which may be broken or damaged during the term of this lease except where damaged in fire or other hazard which is comprehended within the

so-called "extended coverage" endorsement on a fire policy, whether or not LANDLORD carries any so-called "extended coverage" insurance. TENANT agrees to carry insurance against loss of such plate glass and to supply a certificate of insurance to the LANDLORD.

INDEMNIFICATION & PUBLIC LIABILITY INSURANCE

SIXTH Except in the event of injury or other claim resulting from the negligence of the Landlord, its servants or employees, the Tenant hereby agrees to defend and save the Landlord harmless and indemnify it from all injury, loss, claims or damage (including attorneys' fees and disbursements incurred by the Landlord in conducting an investigation and preparing for and conducting a defense) to any person or property arising from, related to or in any way connected with the use or occupancy of the premises or the conduct or operation of the Tenant's business.

To maintain with responsible companies approved by the Landlord:

(a) Comprehensive general liability insurance against all claims, demands or actions for injury to or death of person or property to the limit of not less than $1,000,000.00 per occurrence and/or in the aggregate including products liability and independent contractors' coverage with broad form endorsement arising from, related to or in any way connected with the conduct and operation of the Tenant's business in the premises or caused by actions or omissions to act where there is as duty to act of the Tenant, its agents, servants and contractors, which insurance shall name the Landlord, its agents, servants, employees, contractors, licensees and invitees as additional insureds.

(b) If there is a boiler or major refrigeration equipment or pressure object or other similar equipment in the premises, steam boiler, air conditioning and machinery insurance written on broad form basis to the limit of $300,000.00.

(c) Fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage and flood endorsements attached as the Landlord reasonably may from time to time approve or require covering all fixtures and equipment, stock in trade, furniture, furnishings, improvements or betterments installed or made by the Tenant in, on or about the premises to the extent of at least 100% of their replacement value

without deduction for depreciation but in any event, in an amount sufficient to prevent the Tenant from becoming a co-insurer under provisions of applicable policies.

(d) Workmen's compensation, disability and such other similar insurance covering all persons employed in connection with the Tenant's work and with respect to whom, death or bodily injury claims could be asserted against the Tenant, Landlord or the Premises.

(e) War risk insurance as and when available from the United States of America or an Agency thereof; and

All of said insurance shall be in form and with deductibles satisfactory to the Landlord and shall provide that it shall not be subject to cancellation, termination or change except after at least ninety (90) days' prior written notice to the Landlord. In the case of boiler and machinery insurance and rental income insurance, the policy(ies) shall cover the Landlord as an additional insured and shall provide that losses sustained by the Landlord shall be adjusted by and payable to the Landlord. All policies required pursuant to this Paragraph or duly executed duplicates of same shall be deposited with the Landlord not less than ten (10 days prior to the day the Tenant begins its work and upon renewals of said policies not less than fifteen (15) days prior to the expiration of the term of such coverage. All such policies shall be delivered with satisfactory evidence of the payment of the premium therefore.

~~The Tenant agrees at the Tenant's own expense to maintain in full force and effect during the lease term, a policy(ies) of comprehensive liability insurance including property damage written by one or more responsible insurance companies which will insure the Tenant and Landlord (and such other persons, firms or corporations as may be designated by the Landlord) against liability for injury to persons and property damage and death of any person(s) occurring in or about the premises. The bodily injury insurance shall have a policy limit of not less than $1,000,000.00 per occurrence and the property damage liability insurance shall have a policy limit of not less than $100,000.00 per occurrence.~~ If in the considered opinion of the Landlord's insurance advisor the amount of such coverage is deemed inadequate at any time during the lease term, the Tenant agrees to increase said coverage to such reasonable amounts as the Landlord's advisor shall deem adequate.

The Tenant shall also maintain and keep in force plate glass insurance coverage on all exterior plate glass in the premises. The insurance required by this Paragraph may be covered by general policies covering all of the Tenant's stores. The Tenant shall provide the Landlord with certificates of all such insurance policies including an endorsement requiring the company writing such policy to give the Landlord at least twenty (20) days' notice in writing in advance of any cancellation or lapse of such policy or the effective date of any reduction in the amount of coverage under such policy.

All public liability property damage and other casualty insurance policies obtained by the Tenant pursuant to this subparagraph shall be written as primary insurance and not contributing with separate coverage which the Landlord may carry shall name the Landlord as an additional insured and shall contain cross-liability endorsements. If the Tenant fails to comply with this paragraph, the Landlord shall have the right to obtain any such insurance and to pay the premiums therefore and in such event, the entire amount of such premiums shall be immediately due and payable by the Tenant to the Landlord.

MECHANIC LIEN

SEVENTH TENANT shall have no power to do any act or make any contract which may create or be the foundation of any lien upon the revision of LANDLORD or LANDLORD'S overlandlord, the premises herein demised or the building or improvements of which said premises are a part. If any mechanics or other lien or order for the payment of money or any notice of intention to file a lien shall be filed against the demised premises, or the building or improvement of which said premises form a part, by reason of or arising out of any labor or material furnished or alleged to have been furnished, or to be furnished to or for the demised premises or any occupant thereof or for or by reason of any change, alterations or addition or the cost or expense thereof, or any contract relating thereto, or against the interest of LANDLORD or of LANDLORD'S overlandlord, TENANT shall cause the same to be cancelled and discharged of record by bond or otherwise as allowed by law at the expense of TENANT within Five (5) days after the filing thereof; and TENANT shall also defend on behalf of LANDLORD and LANDLORD'S overlandlord, at TENANT'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and TENANT will pay any damages and satisfy and discharge any judgment entered thereon and save harmless LANDLORD and LANDLORD'S overlandlord from any claim or damage resulting therefrom.

COVENANT PERFORMANCE

EIGHTH The failure of LANDLORD to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such covenant or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of minimum, percentage or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by LANDLORD of any provision hereof shall be deemed to have been made unless expressed in writing and signed by LANDLORD. The receipt by LANDLORD of any installment of the minimum rent hereunder or of any percentage or additional rent shall not be a waiver of any other minimum, percentage or additional rent due.

DEFAULT; REMEDIES

NINTH (1) Each of the following shall be deemed a default by TENANT and a breach of this lease, namely:

(a) a failure on more than two occasions in any 12 months period on the part of the TENANT to pay any installment of rent or to pay any additional rent shall be deemed a default by the TENANT and a breach of this Lease.

(b) a failure on the part of TENANT to observe or perform any of the other terms, covenants or conditions of this lease on the part of TENANT to be observed and performed, which failure persists after the expiration of Twenty (20) days from the date LANDLORD gives written or oral notice to TENANT calling attention to the existence of such failure; PROVIDED, HOWEVER, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within Twenty (20) days, then no defaut shall be deemed to have occurred if TENANT before the expiration of the Twenty (20) day period from the date of giving of the aforesaid notice by LANDLORD commences the curing of the default and diligently prosecutes the same to completion.

(2) In the event of any default by TENANT as hereinabove provided in this Article, LANDLORD at any time thereafter may, at its option, give TENANT Five (5) days written notice of intention to end the term of this lease and thereupon

at the expiration of said Five (5) days the term of this lease shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term and TENANT will then quit and surrender the demised premises to LANDLORD, but TENANT shall remain liable as hereinafter provided.

(3) If the notice provided for in "(2)" of this Article shall have been given and the term shall expire as aforesaid, or if TENANT shall abandon the demised premises, or if this lease shall be taken from TENANT as a result of any execution against TENANT in any proceeding in which TENANT shall have no appeal or further appeal, then and in such event LANDLORD may declare the remaining rents thereafter to come due for the balance of the term of this lease and, without notice, re-enter the demised premises either by force or otherwise and dispossess TENANT by summary dispossess proceedings or otherwise, and TENANT or other occupant or occupants of the demised premises will remove their effects and hold the premises as if this lease had not been made.

In case of any default, re-entry, expiration and/or dispossess by summary dispossess proceedings or otherwise:

(a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as LANDLORD may incur from legal expenses and attorneys' fees, including those incident to the recovery of possession, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental;

(b) Subject to Landlord's duty to act in a commercially reasonable manner,* LANDLORD may relet the premises or any part or parts thereof, either in the name of LANDLORD or otherwise, for a term or terms which may at LANDLORD'S option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent without thereby in any way affecting TENANT'S liability for the rental payable hereunder for the period of concession or free rent; and/or

(c) TENANT shall also pay LANDLORD as liquidated damages for the failure of TENANT to observe and perform said TENANT'S covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected by reason of the

*which shall be defined to mean terms not substantially at variance with other rentals in this or similar shopping centers in the immediate geographical area,

reletting of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as LANDLORD may incur in connection with the recovery of possession of the premises reletting, such as, but not limited to, legal expenses, attorneys' fees, brokerage and for keeping the demises premises in good order or for restoring it to the same rentable condition as it was prior to the Tenant's occupancy. Any such liquidated damages shall be paid in monthly installments by TENANT on the rent days 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 rights of LANDLORD to collect the deficiency for any subsequent month by a similar action or proceeding. LANDLORD shall in no event be liable and TENANT'S liability shall not be affected or deminished in any way whatsoever for inability after a good faith effor to relet the demised premises, or in the event that the demised premises are relet, for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by TENANT of any of the covenants or provisions hereof, LANDLORD, shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary dispossess proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy shall not preclude LANDLORD from any other remedy, in law or in equity.

If LANDLORD shall enter into and repossess the said premises by reason of the default of TENANT in the performance of any of the terms, covenants or conditions herein contained, then and in that event, TENANT hereby covenants and agrees that TENANT shall not claim the right to redeem or re-enter the said premises or restore the operation of this instrument, and TENANT hereby waives the right to such redemption and re-entrance under any present or future law, and does hereby further, for any party claiming through or under TENANT, expressly waive its right, if any, to make payment of any sum or sums of rent, or otherwise, of which TENANT shall have made default under any of the covenants of this lease, and to claim any subrogation to the rights of TENANT under these presents, or any of the covenants thereof, by reason of such payment.

Any action taken by LANDLORD under this Article shall not operate as a waiver of any right which LANDLORD would otherwise have against TENANT for rent hereby reserved or otherwise, and TENANT

shall remain responsible to LANDLORD for any loss and/or damage suffered by LANDLORD by reason of TENANT'S default or breach. The words "Re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

BANKRUPTCY

TENTH In the event of:

(a) The filing of a petition by or against TENANT for adjudication of TENANT as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended or supplemented, or for re-organization of TENANT within the meaning of Chapter X of the Bankruptcy Act, or for an arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against TENANT under any future bankruptcy act for the same or similar relief;

(b) the dissolution, or the commencement of an action for the dissolution, or liquidation of TENANT, or for the appointing of a receiver or trustee of a substantial portion of the property of TENANT, whether instituted by or against TENANT;

(c) the taking possession of the property of TENANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of TENANT;

(d) the making by TENANT of an assignment for the benefit of its creditors, this lease shall ipso facto terminate and LANDLORD shall immediately without notice or other action by it become entitled to recover of TENANT and TENANT hereby agrees to pay to LANDLORD as liquidated damages arising by reason of such termination, an amount equal to the difference between the rent and additional rent reserved in this lease from the date of such termination to the date of the expiration of the original term hereby demised, and the then fair and reasonable rental value of the premises for the same period. In the computation of such damages the difference between any installment of rent becoming due after such termination and the fair and reasonable rental value of the premises for the period for which such installment was payable, shall be discounted to the date of such termination at the rate of four percent (4%) per annum.

If before presentation of proof of such liquidated damages, the premises, or any part thereof, be let by LANDLORD for a period which but for such termination would constitute part

of the original term of this lease, the amount of rent reserved upon such reletting shall, in the absence of evidence to the contrary, be deemed to be the fair and reasonable rental value during the term of such reletting for the part or the whole of the premises so relet.

DEFAULT CONTINUANCE

ELEVENTH If TENANT shall continue in default in the performance of any of the covenants or agreements herein contained after the time limited for the curing thereof, as aforesaid, then LANDLORD may perform the same for the account of TENANT. Any amount paid or expense or liability incurred by LANDLORD in the performance of any such matter for the account of TENANT shall be deemed to be additional rent and the same (together with interest thereon at the rate of six percent (6%) per annum from the date upon which any such expense shall have been incurred) may, at the option of LANDLORD, be added to any rent then due or thereafter falling due hereunder.

Nothing contained herein shall be construed to postpone the right of LANDLORD immediately upon expending such sums to collect such sums with interest by action or otherwise.

TENANT LIABILITY

TWELFTH LANDLORD shall have the right to apply any payments made by TENANT to the satisfaction of any debt or obligation of TENANT to LANDLORD, according to LANDLORD'S sole discretion and regardless of the instructions of TENANT as to application of any such sum, whether such instructions be endorsed upon TENANT'S check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by LANDLORD of a check or checks drawn by others than TENANT shall in no wise affect TENANT'S liability hereunder nor shall it be deemed an approval of any assignment of this lease by TENANT.

NOTICES

THIRTEENTH All notices to TENANT may be sent by certified or registered mail addressed to TENANT at the demised premises or such other address as TENANT shall hereafter from time to time designate in writing. All notices to LANDLORD shall be sent by certified or registered mail addressed to LANDLORD JOSEPH PARISI C/O FEINBERG & MCBURNEY REALTORS, P.O. BOX 3210,

CHERRY HILL, NEW JERSEY, 08034 and LANDLORD hereby requests that all rental becoming due hereunder shall be paid to LANDLORD ALL CHECKS BEING MADE PAYABLE TO HENRY A. FEINBERG ACCOUNT #3, AND MAILED TO FEINBERG & MCBURNEY REALTORS, P.O. BOX 3210, CHERRY HILL, NEW JERSEY 08034, Until further notice in writing is given to TENANT. All notices properly addressed shall be deemed served upon the date of their registration with the postal authorities.

UTILITIES SUPPLY

FOURTEENTH It is agreed that LANDLORD does not hereby undertake to supply heat, light, gas, power or any other service or utility, to or for the demised premises.

DAMAGE TO PREMISES

FIFTEENTH It is hereby agreed that in the event during the term herein demised the shopping center of which the demised premises form a part shall be damaged or destroyed by fire or by any hazard which is normally comprehended within the so-called "extended coverage" endorsement on a fire policy to the extent of not more than fifty percent (50%) of the then replacement value of the shopping center, this lease shall not terminate, but the premises shall be repaired, restored or rebuilt as speedily as may be reasonably possible by and at the expense of LANDLORD; and the minimum/and additional rental reserved hereunder shall cease for such period as the demised premises shall be wholly untenantable and such minimum/and additional rental shall be reduced by a just and reasonable amount for such period as said premises shall be partially untenantable, and no penalty shall accrue against LANDLORD for reasonable delays resulting from adjustment of fire insurance loss or for delays which result from labor troubles or any other cause, event or circumstances beyond LANDLORD'S control. If the shopping center of which the demised premises shall be damaged or destroyed by a hazard other than fire or one comprehended within such so-called "extended coverage" endorsement in a fire policy or if the same shall be damaged or destroyed by fire or by any hazard which is comprehended within the so-called "extended coverage" endorsed on a fire policy to the extent of more than fifty (50%) percent of the then replacement value of the shopping center, then the foregoing provisions of this Article shall govern, nevertheless, unless within sixty (60) days after the occurrence of the casualty LANDLORD shall notify TENANT of its election to terminate and cancel this lease, in which event this lease shall accordingly terminate on the tenth day after the service of said notice; and pending the exercise, if any of such right of repairs of the damage shall be and is hereby suspended.

If the Tenant is unable to utilize the demised premises by reason of fire or other casualty, Landlord will permit Tenant, subject to Tenant receiving all necessary governmental approvals, to place a banking trailer on the premises until such time as the demised premises are repaired or, in the event it is determined that they will not be repaired, for a reasonable period of time not to exceed six (6) months until a new location can be found and approved by the appropriate banking authorities. During such period, the Tenant shall pay a rent of one third the regular monthly rent provided in this lease, plus all of Tenant's share of the operating expenses as provided in paragraph 26th hereof.

ADDITIONAL FIRE INSURANCE

SIXTEENTH Without limiting any of the other covenants or agreements of the TENANT herein contained but in addition thereto, the TENANT agrees not to do or permit anything to be done which will be in conflict with any provision of or violate any policy of fire insurance on the building or do or permit to be done any act or thing because of which, any insurer shall cancel any such policy on the building or on the property of the LANDLORD therein. If because of anything done on the Demised Premises whether it be the conduct of the business permitted by Article "FIRST" hereof or otherwise, the fire insurance rate on the building or any property of the LANDLORD therein shall be increased over the rate which would prevail for the said building and property on the basis of the Demised Premises being utilized for a retail business carrying the lowest rate of fire insurance according to the local fire insurance rating organization or other body exercising similar functions, then and in that event, the TENANT agrees to pay as additional rental any increase in the LANDLORD'S insurance premiums consequent upon such increase in the rate. A schedule of "make up" of insurance rates for the building of which the Demised Premises form a part issued by the local fire insurance rating organization or similar body as aforesaid shall be prima facie evidence of the facts therein stated and of any changes in the fire insurance rate applicable to the premises. In the event the TENANT'S operation or exposure shall constitute a greater risk and cause the Fire Coverage to be rated at a higher premium for the entire complex, the TENANT shall pay the increased amount of premium cause by the additional risk to the entire complex.

ENTIRE AGREEMENT

SEVENTEENTH LANDLORD has made no representations or promises with respect to the demised premises except as herein expressly set forth. This lease contains the entire agreement between the parties hereto; and any agreement hereafter made shall not operate to change, modify, terminate or discharge this lease in whole or in part unless such agreement is in writing and signed by the party sought to be charges therewith.

ADDITIONAL RENTAL

EIGHTEENTH Whenever under the terms of this lease any sum of money is required to be paid by TENANT in addition to the rental herein reserved, and said additional amount so to be paid is not designated as "additional rental", or provisions not made in the Article covering such payment for the collection of said amount as "additional rental", then said amount shall nevertheless, at the option of LANDLORD, if not paid when due, be deemed "additional rental" and collectible as such with any installment of rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder, or limit any other remedy of LANDLORD.

LIABILITY

NINETEENTH Except for injury or damage resulting directly from the neglegence of LANDLORD and/or it servants or employees, LANDLORD shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain, or snow which may leak or issue from any part of the building or from pipes, appliances or plumbing works of the same, or from sewers or the street or sub-surface, or from any other place, by dampness or other cause of whatsoever nature. It is further agreed that neither LANDLORD or LANDLORD'S agents shall be liable for any damage to persons or property caused by other persons, nor for interference with light, air or other incorporeal hereditaments or caused by operations or construction of any public or quasi-public work.

SAVE AND HOLD HARMLESS

TWENTIETH TENANT shall keep, save and hold harmless the LANDLORD from any and all damages and liability for anything and everything whatsoever arising from or out of the occupancy by, or under, TENANT, and from any loss, fine, recovery or damage arising from any fault or negligence by TENANT, or any failure on TENANT'S part to comply with any of the covenants, terms and conditions herein contained.

SUBORDINATION

TWENTY-FIRST This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the real property of which the demised premises form a part or LANDLORD'S leasehold interest therein, and to all renewals, modifications, consolidations, replacements and extensions therof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, TENANT shall execute promptly any certificate that LANDLORD may request. TENANT hereby constitutes and appoints LANDLORD the TENANT'S attorney-in-fact to execute any such certificate or certificates for and on behalf of TENANT. LANDLORD represents that there is nothing in any ground or underlying leases or mortgage which prohibits the rental contemplated by the terms of this lease.

CONDEMNATION

TWENTY-SECOND If the whole or any part of the demised premises shall be aquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding and TENANT shall have no claim to any part of the award.

POSSESSION

TWENTY-THIRD So long, but only so long, as LANDLORD remains vested with LANDLORD'S present interest or title in and to the demised premises, LANDLORD covenants that TENANT, upon paying the rent, as herein reserved, and performing all the covenants and agreements herein contained on the part of TENANT, shall and may

peaceably and quietly have, hold and enjoy the premises hereby demised, without hindrance or molestation by said LANDLORD.

COMMON USE AREA AND FACILITIES

TWENTY-FOURTH The LANDLORD hereby grants to the TENANT in common with the LANDLORD and other tenants, their respective invitees and licensees the right to utilize the parking area in said shopping center subject to the conditions hereinafter provided. The TENANT hereby agrees that said parking area will not be used by any of its employees except to park in such areas as are designated for employee parking. The TENANT further agrees that it, its invitees and licensees will not utilize said parking area for the peranent garaging of any vehicle or for overnight parking.

COVERED WALK

TWENTY-FIFTH TENANT understands that LANDLORD may plan to erect a covered walk in front of the stores of said shopping center, including the demised premises, for the protection of customers and others entering and leaving the several stores in said center during the inclement weather.

TENANT hereby consents to the erection of such covered walk if LANDLORD elects so to do; and if said covered walk is erected, TENANT hereby agrees that the same may be removed by LANDLORD in whole or in part during the term hereof without in any way thereby affecting this lease or TENANT'S liability hereunder.

OPERATING EXPENSES: ADDITIONAL RENTAL

TWENTY-SIXTH In addition to the Basic Annual Rental, the TENANT shall pay to the LANDLORD as additional rent its proportionate share of all operating expenses. The TENANT shall pay to the LANDLORD in addition to the Basic Rent on the first day of each calendar month one-twelfth (1/12) thereon. The operating expenses shall include all costs normally incurred in the maintenance and operation of a shopping center including the grounds and parking areas (excluding interest or amortization payments on any mortgage) and shall include such items as follows: real estate taxes assessed on the improvements, the land underlying same, parking areas or other common elements including any assessments for municipal improvements; all costs

and expenses directly related to the operation of the shopping center including lighting; cleaning; insuring; removing snow, ice and debris; and policing and regulating traffic in the area immediately adjacent to the shopping center; all costs and expenses of repairing; replacing; paving curbs, walkways, landscaping; and repairs required to keep the building(s) in first-class condition; electricity and fuel utilized in lighting, heating, ventilating and air conditioning; maintenance of mechanical and electrical equipment including lighting, heating, ventilating and air conditioning equipment; wages of maintenance personnel including all taxes payable by the LANDLORD thereof and fringe benefits; water and sewer rents; reasonable accounting fees; any other expenses charged which would be considered an expense of maintaining, operating or repairing the premises under sound accounting principles; and all premiums for casualty (including loss of rental income), comprehensive general liability, workers' compensation and any other insurance pertaining to the building and surrounding grounds together with an administrative fee of Two percent (2%) of the gross amount of all expenditures made by the LANDLORD as operating expenses. Commissions paid by the Landlord for the rental of space in the shopping center shall not be an operational expense for the purposes of this provision. Within ninety (90) days of the expiration of each proportionate share of the operating expenses or as soon thereafter as practicable, the LANDLORD shall furnish the TENANT with a written statement of the actual operating expenses incurred for the year. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of the operating expenses is greater than the amount actually incurred, the excess amount shall be applied by the LANDLORD as a credit upon the TENANT'S future obligation to pay said operating expenses. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of operating expenses is less than the amount actually incurred, the TENANT shall reimburse LANDLORD for such amount within twenty (20) days after receipt of such statement. The term "TENANT'S Proportionate Share" means _21.34____ per cent (_21.43___%) being the ratio of the TENANT'S rentable area (__2400____square feet) to the total amount of rentable area (_11,200___square feet) available to the building whether occupied or not.

HOLDING OVER

TWENTY-SEVENTH If the TENANT shall with the consent of the LANDLORD hold over after the expiration of the term hereof, such

tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided by applicable State law. During such tenancy, the TENANT agrees to pay to LANDLORD the fair market value for the leased space as reasonably determined by the LANDLORD and to be bound by all of the terms and conditions herein. If the LANDLORD shall not give consent to such hold-over by the TENANT, such tenancy may be terminated as above provided and until the TENANT has vacated the leased space, it agrees to pay to the LANDLORD rent at a monthly rental double the rates provided by the LANDLORD at the expiration of the term of this lease.

NEW STORE RADIUS

[redacted] company [redacted]ated or affiliated with TENANT will either directly or indirectly [redacted] the term herein demised open any new stores for the same business [redacted]permitted to TENANT hereunder, or one substantially similar thereto, [redacted]in a radius of five (5) miles from the premises herein demised, [redacted] agreed that the foregoing prohibition relates specifically to [redacted]ening of new stores and not to the continuance of stores in existence [redacted] said [redacted]

INITIAL

INITIAL

INITIAL

INITIAL

DEFAULT, NOTICE

TWENTY-NINTH No default on the part of LANDLORD hereunder shall be deemed to have occurred until LANDLORD shall have been given notice by TENANT of the same length of time and with like opportunity to correct the default as is provided to be given to TENANT by LANDLORD where the default is other than in the payment of rent prior to the service of any further notice by LANDLORD upon TENANT of intention to end the term.

RECORDING OF LEASE

THIRTIETH TENANT covenants not to place this lease on record without the consent of LANDLORD. At the request of TENANT, LANDLORD will execute a memorandum for recording purposes setting forth the premises herein demised and the term thereof, but to contain no other provisions.

MEASUREMENTS OF DEMISED PREMISES

THIRTY-FIRST With respect to measurements for the demised premises indicated on the plan attached hereto, it is agreed that such measurements are to be taken from the center line of dividing partitions, except that where any boundary consists of an exterior wall the measurements shall be taken from the exterior surface of the exterior wall. Wherever reference is made herein to any area (whether basement space or otherwise), the area shall be computed by reference to lines enclosing the space drawn in accordance with the method of linear measurements set forth in the preceding sentence.

LEASE UNMODIFIED

THIRTY-SECOND The TENANT agrees at any time and from time to time, upon not less than ten (10) days prior written request by the LANDLORD, to execute, acknowledge and deliver to the LANDLORD a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by prospective purchaser of LANDLORD'S interest or mortgage of LANDLORD'S interest or assignee of any mortgage upon LANDLORD'S interest in the demised premises.

FIRST MONTH'S RENT

THIRTY-THIRD Contemporaneously with the execution of this lease, TENANT shall pay to the LANDLORD the first month's rent in advance, which shall be applied against the first months' rent when the same comes due in accordance with Paragraph Second hereof.

SECURITY DEPOSIT

THIRTY-FOURTH The TENANT has deposited with the LANDLORD the sum of ____$2800.00_____, receipt of which is hereby acknowledged by the LANDLORD as security for the full and faithful performance of all the covenants and conditions contained herein during the term of this lease and any extension or renewal thereof. The rights and remedies reserved to the

LANDLORD under this lease being cumulative, in the event of a default by the TENANT the LANDLORD shall not be required to resort to the security before exercising any other remedy available to it under this lease or by law. The said security shall be refunded without interest to the TENANT within ten (10) days following the expiration of this lease or any renewal or extension thereof, provided the TENANT has kept and performed all of said terms and conditions. In no event, except when the LANDLORD elects at its own sole option to do so, may the TENANT set off or apply the amount so deposited against any rent owing by the TENANT to the LANDLORD hereunder. In the event of any sale, transfer or lease of the building and the land on which the building is erected, or of the building or any sale or transfer of any such lease, LANDLORD may transfer or assign said security to the vendee, transferee, or lessee, as the case may be, and the LANDLORD thereupon shall be released from all liability for the repayment of said security and TENANT in each instance shall look solely to such vendee, transferee, or lessee as the case may be, for the repayment of said security. The provisions hereof shall apply to each such sale, transfer or lease and to each such transfer or assignment of said security. TENANT further covenants that TENANT will not assign or encumber or attempt to assign or encumber the security deposited herein and that neither LANDLORD nor its successors or assigns shall be bound by any assignment or encumbrance, attempted assignment or attempted encumbrance. Furthermore, if the interest of the LANDLORD, under this lease, shall become subject to the lien of any bona fide mortgagee or mortgagees, the TENANT agrees that TENANT will not look to such mortgagee or mortgagees for the return of all or any part of the security deposit regardless of whether such mortgagee or mortgagees shall come into possession of the demised premises as a result of any default of the LANDLORD and/or the LANDLORD'S overlandlord.

OPTIONS

THIRTY-FIFTH So long as the Tenant has not at any time defaulted in the discharge of any covenant, duty or obligation imposed upon the Tenant by the terms of the within Lease regardless of whether or not said default has been waived by the Landlord and in the further event that the Tenant is not in default at the time(s) the Tenant is entitled to exercise any option(s) granted herein, the LANDLORD hereby grants to TENANT ___ONE (1)____ option(s) to renew the term of this lease for __ONE (1)___ additional term(s) of _FIVE (5)_ years each, subject to the same terms, costs and conditions as are hereinstated.

LANDLORD grants to TENANT the exclusive right and option to renew or extend the term of this Lease for a period of five (5) years commencing at the expiration of the original ten (10) year term. Written notice of the exercise of this option shall be given to the LANDLORD by the TENANT at least six (6) months before the expiration of the original term of the Lease. Such notice shall be given personally or by Certified Mail, Return Receipt Requested. It is expressly agreed that time is of the essence in the giving of such notice. Failure by TENANT to provide written notice of the exercise of this option in the manner described shall result in a lapse of such option. This option is subject to and conditions upon full performance and compliance by the TENANT of all terms, covenants and conditions of this Lease including, but not limited to, the payment of all rent and other charges due hereunder.

In the event the TENANT exercises this option to renew, all of the terms and conditions of this Lease shall apply during the renewal term. The rent during the renewal term shall be FORTY THOUSAND, THREE HUNDRED TWENTY ($40,320,00) DOLLARS per year, payable in monthly installments of THREE THOUSAND THREE HUNDRED SIXTY ($3,360.00) DOLLARS.

OCCUPANCY

THIRTY-SIXTH LANDLORD agrees that LANDLORD will in good faith attempt to have the demised premises ready for occupancy as provided in Paragraph Second on or about ____DECEMBER 1st_____, 1988__. LANDLORD further agrees that as part of completing the demised premises, the LANDLORD will perform, at LANDLORD'S sole cost and expense, all work which is called for in Schedule "A" annexed to this lease. In the event the LANDLORD does not complete the LANDLORD'S work on or before the date above stated, the LANDLORD agrees diligently to continue the LANDLORD'S work in order to complete the demised premises as soon thereafter as possible. However, if for any reason the demised premises are not completed within six (6) months after such date, either party hereto may terminate this lease whereupon all advanced rentals and security deposit paid hereunder shall be refunded to the TENANT and thereafter there shall be not further liability between the parties. It is understood that LANDLORD'S right to lease hereunder is subject to the right of __BOROUGH OF GIBBSBORO AND MORTGAGEE_____ to approve plans for all improvements to be placed in the shopping center. LANDLORD agrees diligently to attempt to obtain such

approval as soon as the plans have been completed. If said plans are not approved within thirty (30) days after the same have been completed, this lease shall terminate whereupon all advance rentals and security deposits paid hereunder shall be refunded to the TENANT and thereafter there shall be no further liability between the parties.

STRUCTURAL RESPONSIBILITY

THIRTY-SEVENTH Except as provided elsewhere in this lease, TENANT shall, at TENANT'S expense, maintain, replace and repair the interior and exterior of the building on the demised premises and the fixtures and heating, ventilating, air conditioning, electrical and plumbing equipment therein, except as hereinafter required to be done by LANDLORD. TENANT shall also maintain and repair any improvements or additions to the building made by TENANT and shall replace glass broken during all terms, unless the breakage is caused by latent defects in the demised premises, with glass of the same size and of not lower quality than that broken. TENANT shall not clog any plumbing, sewers, waste pipes, drains or water closets used by TENANT. TENANT shall also, at TENANT'S expense, repair all damages to the driveways and doors and door frames caused by TENANT'S use. Any landscaping desired by TENANT shall be put in and maintained by TENANT at its expense. If TENANT fails to provide any maintenance or repairs required of TENANT within fifteen (15) days after written notice by LANDLORD and to complete the same within reasonable diligence, then LANDLORD may provide such repairs or maintenance for the account of TENANT and the cost thereof shall be added to the next monthly installments of rent payable hereunder and collectible as rent.

If it becomes necessary to replace the heating, ventillating, air conditioning, electrical and plumbing equipment during the first five (5) years of this Lease, the TENANT shall be responsible for the entire cost of same. During the second five (5) years of this Lease, the cost of replacement shall be allocated between LANDLORD and TENANT to the following schedule, unless replacement becomes necessary as a result of TENANT'S negligence or failure to maintain the systems.

	Landlord's Cost	Tenant's Cost
Year 6	20%	80%
Year 7	40%	60%
Year 8	60%	40%
Year 9	80%	20%
Year 10	100%	0%

LATE CHARGE

THIRTY-EIGHTH Without limiting or abridging any other remedy provided herein, any payment to be made by the TENANT to the LANDLORD hereunder, whatever designated, shall, if not paid within ten (10) days of the date the same is due, thereafter be paid together with a late charge of five percent (5%) of the amount to have been paid per month or part of a month that the same continues to remain unpaid.

COMMENCEMENT DATE ADJUSTMENT

THIRTY-NINTH If the lease term commences on any day other than the first day of a calendar month, that pro-rata fraction of the first month's minimum rental based on a 30-day month shall be paid at the end of that portion of the month.

INSURANCE: FIRE

FORTIETH LANDLORD shall, at LANDLORD'S expense, provide and maintain adequate insurance on the demised premises (being not less than eighty percent (80%) of actual replacement value and sufficient to meet co-insurance requirements) against loss or damage by fire, with extended coverage endorsement. TENANT shall reimburse and pay LANDLORD during the term as they become payable, the premiums for such fire insurance (fairly apportioned if lease periods and premium periods do not coincide). Payment of such premiums shall constitute additional rent payable by TENANT to LANDLORD on the first rent payment date not less than thirty (30) days after presentation to TENANT of a receipted bill for such premiums; and in default by TENANT, LANDLORD may collect the same as rent.

CAPTIONS

FORTY-FIRST Any headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

LIMITATION OF LIABILITY

FORTY-SECOND The LANDLORD and the LANDLORD'S Partners shall be under no personal or individual liability with respect to any of the provisions of this lease and if it is in breach or default with respect to its obligations or otherwise under this lease, the TENANT shall look solely to the equity of the LANDLORD in the premises for the satisfaction of the TENANT'S remedies. It is expressly understood and agreed that the LANDLORD'S liability under the terms, covenants, conditions, warranties and obligations of this lease shall in no event exceed the loss of its equity in the premises. In the event of default by the LANDLORD, TENANT shall have the right of offset against any rental due.

TERMINATION OF LANDLORD'S LIABILITY

FORTY-THIRD The term "LANDLORD" as used in this lease so far as covenants or obligations on the part of the LANDLORD are concerned shall be limited to mean and include only the owner(s) at the time in question of the fee of the Demised Premises. In the event of any transfer(s) of title to such fee, the LANDLORD herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved after the date of such transfer and/or convenance from all personal liability as respects the performance of any covenants or obligations on the part of the LANDLORD contained in this lease thereafter to be performed provided that any funds in the hands of the LANDLORD contained in this Lease thereafter to be performed provided that any funds in the hands of the LANDLORD or the then grantor at the time of such transfer and/or conveyance in which the TENANT has an interest shall be turned over to the grantee, and any amount then due and payable to the TENANT by the LANDLORD or the then grantor under any provision of this lease shall be paid to the TENANT.

PUBLIC UTILITIES AND REAL ESTATE TAXES

FORTY-FOURTH

(a) TENANT shall supply heat for the demised premises at its expense and shall also pay all charges for gas, steam, electricity, water and other utilities and services, including and sewage charges used in connection with the demised premises during the term of this lease. LANDLORD covenants agrees that all such utilities (including both storm and sanitary sewers) shall be available to the demised premises at the commencement date.

(b) The TENANT acknowledges that the demised premises is presently serviced by an "on site" septic system. The TENANT agrees to pay as additional rental to the LANDLORD in the manner and upon the terms set forth in Paragraph Twenty Sixth of this lease, TENANT'S proportionate share of the cost of maintaining such septic system. Upon the demised premises being tied into the Municipal Sewerage System, at the LANDLORD'S expense, the TENANT will thereupon and thereafter be responsible directly to the Camden County Municipal Utilities Authority for the payment of sewer rent.

TAXES

(c) LANDLORD shall bear the cost of and pay all real estate taxes assessed against the demised premises and the building and improvements thereon and against any entire premises of which the demised premises may be a part. During all terms of this lease, TENANT shall pay LANDLORD for all real estate taxes assessed against the demised premises. Such amount shall constitute additional rent under this lease. If the demised premises are not separately assessed, LANDLORD shall attempt to have them separately assessed. If LANDLORD is unsuccessful the apportionment shall be equitable, and based on rentable square footage in the shopping center.

LANDLORD shall bear the cost of and pay when due all assessments against the demised premises for municipal or public improvements and service facilities.

In consideration of TENANT'S undertaking to reimburse LANDLORD for the real estate taxes on the demised premises, LANDLORD agrees as follows with TENANT with respect to such real estate taxes:

(i) TENANT shall have the right, in good faith, by appropriate proceedings, to contest any assessment or reassessment, or the taxes, or the validity of either, or of any increase in the assessment, or the rate, provided this may lawfully be done, and LANDLORD shall make payment under protest.

(ii) LANDLORD shall, within fifteen (15) days after learning of any increase or change in the assessment, the rate or the taxes, advise TENANT in writing thereof and TENANT shall, within ten (10) days of receipt of said notice from LANDLORD, advise LANDLORD in writing in the event TENANT elects to make a contest.

(iii) In the contest, TENANT is authorized to act in its own name and in the name of LANDLORD, if legally necessary or desirable to use LANDLORD'S name, and LANDLORD agrees that it will, at TENANT'S request, provided it is not put to any expense thereby, cooperate with TENANT in any way TENANT may reasonably require in connection with such contest.

(iv) Any contest conducted by TENANT hereunder shall be at TENANT'S expense and in the event any penalties, interest or late charges become payable with respect to the taxes as the result of such contest, TENANT shall reimburse LANDLORD for the same.

(v) If TENANT shall have given LANDLORD notice of TENANT'S intent to make such a contest and in the further event that it becomes proper and appropriate for LANDLORD to pay the tax as to which the contest relates, LANDLORD shall nevertheless make the payment under protest.

ECRA COMPLIANCE

FORTY-FIFTH The Tenant shall at the Tenant's own expense comply with the Environmental Clean-Up Responsibility Act N.J.S.A. 13:1K-6, et. seq. and the regulations promulgated thereunder ("ECRA"). The Tenant shall at the Tenant's own expense make all submissions to, provide all information to and comply with all requirements of the Bureau of Industrial Site Evaluation (the "Bureau") of the New Jersey Department of Environmental Protection ("N.J.D.E.P."). Should the Bureau or any other division of N.J.D.E.P. determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term hereof, then the Tenant shall at the Tenant's own expense prepare and submit the required plans and financial assurances and carry out the approved plans. The Tenant's obligations under this Paragraph shall arise if there is any closing, terminating or transferring of operations of an industrial establishment at the premises pursuant to ECRA. At no expense to the Landlord, the Tenant shall promptly provide all information required by the Landlord for preparation of non-applicability affidavits and shall promptly execute such affidavits when requested by the Landlord. The Tenant shall indemnify, defend and save harmless the Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease and from all fines, suits, procedures, claims and all actions of any kind arising out of the Tenant's failure to provide all information, make all submissions and take all actions required by the ECRA Bureau or any other division of N.J.D.E.P. The Tenant's obligations and liabilities under this Paragraph shall continue so long as the Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. The Tenant's failure to abide by the terms of this Paragraph shall be restrainable by injunction.

LANDLORD represents that to the best of his knowledge and belief, LANDLORD is not in violation of ECRA and the regulations promulgated thereunder, nor is it in violation of any other environmental statute regulation or directive of the State of New Jersey or the Federal Government or its agencies.

Environmental Reports

1. The Tenant shall promptly provide the Landlord with all documentation and correspondence provided to N.J.D.E.P. pursuant to the Worker and Community Right to Know Act N.J.S.A. 34:5A-1, et. seq. and the regulations promulgated thereunder.

2. The Tenant shall promptly supply to the Landlord with any reports and notices made by the Tenant pursuant to the Hazardous Substance Discharge Reports and Notices Act N.J.S.A. 13:1K-15, et. seq. and the regulations promulgated thereunder.

3. The Tenant shall promptly supply the Landlord with any notices, correspondence and submissions made by the Tenant to N.J.D.E.P., the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA) or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances.

In the event Landlord should be called upon to agree to an assignment or subease, the following additional conditions precedent to assignment and sublease must be met.

1. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall at the Tenant's own expense comply with ECRA.

2. The Tenant shall promptly furnish to the Landlord true and complete copies of all documents, submissions and correspondence provided by the Tenant to the Bureau and all documents, reports, directives and correspondence provided by the Bureau to the Tenant. The Tenant shall also promptly furnish to the Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at and around the premises.

3. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall have received from the Bureau either:

   (a) A non-qualified approval of the Tenant's negative declaration; or

   (b) A non-applicability letter for which the Tenant shall promptly apply pursuant to ECRA.

If this condition, or any other condition stated in the herein Lease shall not be satisfied, then the Landlord shall have the right to withhold consent to sublease or assignment.

CONDITIONS:

FORTY-SIXTH: It is mutually understood and agreed that:

1. Tenant shall have the right to sublet with approval of Landlord not to be unreasonably withheld.

2. Landlord will pay all legal costs to change center name to Continental Plaza etc.

3. Tenant will pay all costs of new sign and make application with Landlord's full cooperation.

4. Occupancy to begin Ninety (90) days after receipt of written approval of appropriate State Banking Regulatory Authorities for location of a Bank site by the Tenant at the demised premises. Tenant will proceed with due diligence in obtaining the required regulatory approval. In the event that the approval is not obtained within four months from the date of execution of this Lease, either party may terminate the Lease.

COMMISSION:

FORTY-SEVENTH: It is mutually understood and agreed that a six (6%) percent commission shall be paid monthly as rental is collected starting the first month of the second year of the term

of this lease to Feinberg & McBurney Realtors, a Division of Strouse Greenberg & Co. Inc. during the term of this lease and any renewals or extensions thereof. Said commission to be paid by the LANDLORD. No part of the commission shall be deemed an operational expense to be calculated into the determination of additional rent under Paragraph 26th hereof.

FORTY-EIGHTH

LANDLORD grants to Tenant the exclusive right and option to renew or extend the term of this Lease for a period of five (5) years commencing at the expiration of the original 10-year term. Written notice of the exercise of this option shall be given to the LANDLORD by the TENANT at least six (6) months before the expiration of the original term of the Lease. Such notice shall be given personally or by Certified Mail, Return Receipt Requested. It is expressly agreed that time is of the essence in the giving of such notice. Failure by Tenant to provide written notice of the exercise of this option in the manner described shall result in a lapse of such option. This option is subject to and conditioned upon full performance and compliance by the Tenant of all terms, covenants and conditions of this Lease including, but not limited to, the payment of all rent and other charges due hereunder.

In the event the Tenant exercises this option to renew, all of the terms and conditions of this Lease shall apply during the renewal term. The rent during the renewal term shall be $40,320.00 per year, payable in monthly installments of $3,360.00.

FORTY-NINTH

LANDLORD will not rent to any other bank or financial institution at this shopping center.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Signed, Sealed & Delivered
in the Presence of:

Continental Bank of of New Jersey
Tenant

By: George R. Welch, President

Landlord: Joseph P. Parisi

Joseph Parisi

SPECIFICATIONS - SCHEDULE "A"

All reference to "by Landlord" shall mean furnished, installed and paid for by Landlord.

All reference to "by Tenant" shall mean furnished, installed and paid for by Tenant.

STRUCTURE: By Landlord in accordance with Shopping Center design.

PARTITIONS: (a) Interior partitions as shown on Architect's lease drawing supplied by Landlord.

(b) Toilet room partition as per Architect's drawing.

FLOORING: Landlord will provide smooth troweled concrete floor in accordance with the Architect's specifications.

CEILING: Landlord will provide suspended accoustical ceiling as per Architect's drawings.

H.V.A.C.: Landlord will provide one combination heating and air conditioning unit and duct work. A/C shall be designed by ASHRAE standards.

PLUMBING: (a) Landlord will provide one toilet room with one water closet and one lavatory in accordance with local codes.

(b) Landlord will provide hot and cold water piping to lavatory and one six (6) gallon hot water heater.

(c) All additional plumbing rough in and connection of Tenant's plumbing fixtures will be by Tenant.

ELECTRICAL: (a) Landlord will provide electrical service to the premises (100 amp) including twelve (12) circuit panel board.

(b) Landlord shall provide two rows of two-tube "strip lighting" and eight receptacles and sign outlet on Tenant panel.

(c) Electrical requirements for electrical equipment having unusual characteristics shall be at Tenant's expense.

STORE FRONT

(a) Store front as per Architect's drawings will be furnished and installed by Landlord.

(b) All signs shall be supplied and installed by Tenant and approved by Landlord.

(c) All signs are to be 2'6" x 13' single faced fabricated of dark bronze aluminium with full angle iron frame, all structural iron to be primed and painted prior to attachment of aluminum casing, high output lighting with overlapping lamps to provide even lighting of faces, sign to bear UL seal.

Faces fabricated of 3/16 acrylic

Copy and colors to be approved by Landlord.

TRADE FIXTURES:

All trade fixtures, special decor, etc. shall be by Tenant.

TENANT LEASES: - "ADDENDUM B"

1. LANDLORDS DESIGN RESPONSIBILITY: Schedule "A" is limits of construction and design provided by the Landlord. Any changes, alterations or substitutions in items provided by the Landlord must be approved by the Landlord and will be done at the Tenants sole cost.

2. TENANT DESIGN RESPONSIBILITY: The Tenant must provide to the Landlord a complete set of documents and design drawings exhibiting the proposed improvements. These drawings shall include the following:

a) Floor Plan: Detailed layout exhibiting all proposed partitions, retail display area, storage room facilities and counter checkout location. Any details requiring special conditions should be shown and noted on the plan.

b) Electrical Plans: Detailed drawings exhibiting any modifications to Landlord provided facilities including lighting and outlets. Special requirements including cash register wiring, appliances, equipment and any other special needs. These should show location of above as well as wiring specifications and loan requirements.

c) Plumbing Plans: Detailed drawings exhibiting any modifications to Landlord provided facilities. Special requirements including floor drains, fixtures and any unusual facilities. These should be shown for location, type of fixture and size of pipe for the required service.

d) HVAC Plans: Detailed drawings exhibiting any additional requirements including increased heating or cooling capacity, exhaust facilities and roof openings. These should be shown for location of facilities as well as duct size and location and any other pertinent requirements.

e) Finish Plan: A detailed drawing exhibiting the proposed finishes for the walls and floor. The plan should also show any modifications to the reflected ceiling plan as outlined in Schedule "A".

The above plans should be prepared by a licensed engineer or architect and bear his professional seal on them.

3. LANDLORD CONSTRUCTION RESPONSIBILITY: The Landlord shall provide the space to the Tenant per the specifications in Schedule "A:. Any modifications to these specifications as requested by the Tenant and approved by Landlord will be at the Tenants sole expense. The Landlord will provide the Tenant with the cost to perform the modifications based on the Landlord's cost as provided by the General Contractor. The Tenant will be required to deposit the monies equal to the total cost of the modifications with the Landlord before contractor commences with the work.

4. TENANT CONSTRUCTION RESPONSIBILITY: The Tenant will be responsible for all work to complete the space that is not provided for by the Landlord per Schedule "A". The Tenant may elect to contract directly with the Landlord's General Contractor for the work or have the Tenants own Contractor perform the work.

All construction work must be performed per the plans and specifications of Tenant as supplied to and approved by the Landlord. All construction work must be performed per all applicable National, State and Local codes as required. Tenant shall permit Landlord's representative free and complete access to the space at all times for the purpose of inspecting the ongoing construction work.

5. TENANT/LANDLORD DESIGN AND CONSTRUCTION APPROVAL PROCESS:

a) Tenant submits plans to landlord as required above in Section 2, Items a-e, or notifies Landlord that Tenant would desire to have Landlord's Architect prepare plans.

b) Landlord returns plans to Tenant with approval signature or with required modifications to Tenants submitted plans.

   i. If modifications are required Tenant has plans and modified and resubmitted to Landlord.

   ii. Landlord reviews modifications as requested and returns plans to Tenant with approval signature.

c) Landlord's General Contractor prepares price estimate for any modifications to Landlord's responsibilities per Schedule "A".

d) Landlord notifies Tenant in writing of cost to perform any modifications as requested by Tenant.

e) Tenant deposits monies with Landlord as requested in Item f) above.

f) Landlord commences work on modifications as requested by Tenant.

g) Upon completion of work, Landlord notifies tenant in writing that the space is available for Tenant to occupy the space for the purpose of constructing the Tenants improvements.

LAW OFFICES
DAVIS, REBERKENNY & ABRAMOWITZ
A PROFESSIONAL CORPORATION
499 COOPER LANDING ROAD
BOX NO. 5459
CHERRY HILL, N.J. 08002
(609) 667-6000

WILLIAM C. DAVIS
THOMAS J. MURPHY
WILLIAM D. HOGAN
EDWARD A. KONDRACKI
ARTHUR J. ABRAMOWITZ
KENNETH D. ROTH
IRA G. MEGDAL
WILLIAM D. LAVERY, JR.
DAVID R. OBERLANDER
RAYMOND G. CONSOLE
HARRY A. HORWITZ
GLORIA M. BURNS
LAWRENCE L. ABT III
ARTHUR E. DONNELLY III
HOWARD S. MENDELSON

TELECOPIER
609-667-7434

CLARENCE P. REBERKENNY
OF COUNSEL

WILLIAM LIPKIN
OF COUNSEL

November 17, 1988

Ron McGee
FEINBURG AND McBURNEY
Suite 126
409 Route 70 East
Cherry Hill, NJ 08034

RE: Route 561 Center, Gibbsboro, NJ
Lease Between Parisi and Continental Bank of New Jersey

Dear Ron:

Enclosed is a fully-executed copy of the Continental Bank of New Jersey Lease for the Route 561 Shopping Center space.

Sincerely,

DAVIS, REBERKENNY & ABRAMOWITZ

Ray Console

BY: Raymond G. Console

RGC:bjb
enclosure
cc: Joseph P. Parisi

LAW OFFICES
DAVIS, REBERKENNY & ABRAMOWITZ
A PROFESSIONAL CORPORATION
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CLARENCE P. REBERKENNY
OF COUNSEL

WILLIAM LIPKIN
OF COUNSEL

November 17, 1988

Lee Sherman, Esq.
SHERMAN, SILVERSTEIN & KOHL
4300 Haddonfield Road, Suite 311
Pennsauken, NJ 08109

RE: Route 561 Center, Gibbsboro, NJ
Lease Between Parisi and Continental Bank of New Jersey

Dear Lee:

Enclosed are two fully-executed copies of the Continental Bank of New Jersey Lease for the Route 561 Shopping Center space. Please send me the security deposit check for transmittal to my client.

Sincerely,

DAVIS, REBERKENNY & ABRAMOWITZ

Ray Console

BY: Raymond G. Console

RGC:bjb
enclosures
cc: Joseph P. Parisi
Ron McGee

Executed Lease

L E A S E A G R E E M E N T

FOR

CONTINENTAL PLAZA
HADDONFIELD BERLIN ROAD - ROUTE 561
GIBBSBORO, NEW JERSEY 08026

LANDLORD : Mr. Joseph Parisi
C/O Feinberg & McBurney Investment Co Inc
409 Route 70 East Suite 126
Cherry Hill, N.J. 08034

TENANT : Thomas J. Driscoll
T/A Hair Designs
118 Red Stone Ridge Drive
Deptford, N.J. 08096
609-848-8778 (H) 609-427-4247 (W)

STORE NO : #7

SQUARE FT.: 1200 square feet

Lease Start Aug. 1, 1993 - No set up time
Lease d

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LEASE

PARTIES

THIS INDENTURE made this 6 day of ~~June~~ July, 19 93, by and between Joseph Parisi et als, hereinafter called the "LANDLORD" and Thomas J. Driscoll T/A Hair Designs, hereinafter called the "TENANT".

W I T N E S S E T H :

PREMISES

The LANDLORD, in consideration of the rents, agreements, conditions and covenants herein contained, on the part of the TENANT to be paid and performed, hereby demises, rents lets to TENANT and TENANT takes and hires from LANDLORD, the following described premises subject to all present and future restrictions, easements and any and all agreements affecting the premises.

THE STORE in ~~the projected~~ Continental Plaza in the Borough of Gibbsboro County of Camden, State of New Jersey, being a store approximately 20' by 60' feet and containing approximately 1200 square feet.

INITIAL

INITIAL

SUBJECT, HOWEVER, to any lateral or forward or rearward deviation in the location of the demised premises provided the general location and dimensions are as set forth on the attached plan, reserving, however, to LANDLORD the right of ingress and egress through the demised premises to parts of the building not hereby demised, and also reserving space for all pipes, ducts, wires and the like, leading to and from portions of the building not hereby demised.

* As long as it does not have a substantial effect on the operation of the Tenants business.

INITIAL INITIAL

TERM

TO HAVE AND TO HOLD for and during the term commencing on the date that LANDLORD serves upon TENANT a certificate certifying that the demised premises are ready for occupancy, or upon the taking of complete or partial possession by the TENANT,

whichever shall first occur, and expiring three (3) years after the Rental Commencement Date as defined in Article "Second" hereof; all the foregoing being subject to such earlier expiration or termination as herein provided; and all upon condition that TENANT pay the rent therefor and conform, observe and comply with each and all the terms, covenants, agreements and conditions as hereinafter provided. The parties agree, on the request of either made on or after the Rental Commencement Date, promptly to execute, acknowledge and deliver an instrument setting forth the dates of the commencement and end of the term.

The parties hereto covenant and agree as follows:

USE

FIRST: Said premises shall be used and occupied for the following purposes and none other:

Mens and Womens Hair and Nail Salon

RENT

SECOND TENANT covenants and agrees to pay LANDLORD as rental for the demised premises the following:

INITIAL

The TENANT shall pay to the LANDLORD a basic rental of $ 32,400.00 in equal monthly installments of $ 900.00 on the first day of each calendar month in advance without any set-off or deduction whatsoever, the first monthly installment to be paid at the signing of this Lease. If the Commencement Date is not the first day of a calendar month, rent from the Commencement Date to the first day of the following month shall be apportioned at the annual rent (based on a three hundred sixty day year) and shall be paid in addition to the first monthly installment at the signing of this Lease.

INITIAL

STORE HOURS

THIRD As one of the inducements for the making of this lease, TENANT hereby agrees, beginning as soon after the commencement of the term as is reasonably possible and continuing during the full remaining term of this lease, to operate its

business in the demised premises; to keep its store open daily for the regular conduct of its business therein during the same hours at least as are customarily employed by other similar stores in the vicinity of the demised premises, and to keep and maintain the show window displays in an attractive and dignified manner; PROVIDED HOWEVER, that TENANT shall be under no obligation to keep said store open on Sundays or Holidays, or on days when it is customary for other stores in Gibbsboro New Jersey, to keep closed, or when it is recognized business practice to keep closed. TENANT hereby agrees to join with the other tenants in the shopping center in any endeavor to formulate a common plan of store hours and business days; and if TENANT and said other tenants shall arrange such common plan, then the store hours and business days of TENANT'S store on the demised premises, in lieu of the store hours and business days hereinabove set forth in this Article, shall be those prescribed by said common plan during the continuance thereof. It is further agreed that no failure by TENANT to keep said store open for business by reason of the elements, fire, labor disturbances or other causes beyond the control of TENANT shall be deemed a breach by TENANT of the term of this Article. * It is understood That the hours of the Tenant are Tuesday through Saturday. The store will typically be closed Sunday and Monday.

INITIAL

INITIAL

COVENANTS

FOURTH TENANT covenants throughout the terms hereof;

(a) Not to assign, mortgage, pledge, or encumber this lease or any part thereof, nor let or underlet the demised premises or any part thereof, nor permit the premises or any part thereof to be occupied or used for any purpose other than as herein specified, without the prior written consent of LANDLORD in each instance first had and obtained. The sale, transfer or assignment of a controlling interest in the TENANT shall be deemed an assignment;

(b) to install and connect a water meter and to pay as additional rent, all water charges when due;

(c) to pay any sewer rent, charge or other levy imposed upon the demised premises or the realty of which it forms a part;

(d) to execute and comply with all laws, and with all rules, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, and

with all rules, directions, requirements and recommendations of the local board of fire underwriters and the fire insurance rating organization having jurisdiction over the area in which the demised premises are situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the demised premises are situated, in any way pertaining to the demised premises or the use and occupancy thereof, or pertaining to any signs erected by TENANT outside the premises, and whether directed to LANDLORD or TENANT;

(e) to keep the demised premises, inside and outside, and all fixtures and equipment therein, and all signs of TENANT erected outside thereof, in good repair, order and condition, making all repairs thereof as may be required or necessary, all repairs to be of the same quality, design and class as the original work; but the provisions of this, and the preceding subdivision of this Article shall not require TENANT to make repairs to the structural parts of the building, hereby defined to mean bearing walls, beams and roof, unless the condition necessitating such repairs to structural parts shall have been caused by TENANT, its agents, servants or invitees, it being agreed, however, that store fronts and bulkheads shall not be deemed structural parts of the building within the meaning of the foregoing;

(f) to permit LANDLORD to enter and examine the premises and make measurements and necessary repairs therein but nothing herein contained shall impose upon LANDLORD any obligations, responsibility or liability whatsoever for the care, supervision or repair of the demised premises, the building of which the same form a part or the appurtenances thereof, except as herein expressly set forth;

(g) to allow a notice "For Sale" or "To Let" to be placed and remain on the premises during six (6) months next prior to the expiration of the term, and to allow persons to enter and examine the premises;

(h) not abandon or leave the premises unoccupied or vacant at any time;

(i) not to place, erect or maintain any marquee, awnings, placard or sign of any kind in or about the windows, doors, walls, roof, entrance ways or any other portion of the premises without the LANDLORD'S prior written consent;

(j) to keep the sidewalks and gutters adjacent to the demised premises clear of obstruction and free from ~~ice, snow~~, dirt and rubbish;

(k) to make no alterations, additions or improvements in or to demised premises without LANDLORD'S prior written consent in each instance first had and obtained, except that TENANT may make alterations to the interior parts of the demised premises which do not involve, affect or require work upon structural parts of the building, store fronts or the duct work for heating and ventilating or any extension or enlargement of any such duct work;

(l) at the expiration or termination of this lease, without requiring LANDLORD to give any notice, to surrender the premises to LANDLORD with all equipment thereon and improvements thereto (excluding, however, TENANT'S movable furniture and trade fixtures), in broom clean condition and in good order and repair, except as TENANT is prevented from doing so by reason of damage or destruction by fire or other hazard, and to repair any injury done to the demised premises by the installation or removal of furniture or fixtures;

(m) not to use or occupy the demised premises so as to require alterations or additions to be made thereto or to the building of which the same form a part, by reason of any law or any rule, order, requirement or direction of any governmental agency or officer having jurisdiction, or any rule, requirement or direction of the local board of fire underwriters or of the fire insurance rating organization or bodies of similar function, hereinabove described;

(n) not to disfigure or deface the demised premises or the building in which the same are located and not to permit or suffer any waste or any nuisance, or allow the premises to be used for any unlawful purpose;

(o) to keep the show window lights and outside electric signs illuminated from Dusk until 11:00 p.m. of each day except when prevented from doing so by causes beyond the control of TENANT.

PLATE GLASS

FIFTH TENANT agrees to replace any plate glass which may be broken or damaged during the term of this lease except where damaged in fire or other hazard which is comprehended within the so-called "extended coverage" endorsement on a fire policy, whether or not LANDLORD carries any so-called "extended coverage" insurance. TENANT agrees to carry insurance against loss of such plate glass and to supply a certificate of insurance to the LANDLORD.

INDEMNIFICATION & PUBLIC LIABILITY INSURANCE

SIXTH The Tenant hereby agrees to defend and save the Landlord harmless and indemnify it from all injury, loss, claims or damage (including attorneys' fees and disbursements incurred by the Landlord in conducting an investigation and preparing for and conducting a defense) to any person or property arising from, related to or in any way connected with the use or occupancy of the premises or the conduct or operation of the Tenant's business.

To maintain with responsible companies approved by the Landlord:

(a) Comprehensive general liability insurance against all claims, demands or actions for injury to or death of person or property to the limit of not less than $1,000,000.00 per occurrence and/or in the aggregate including products liability and independent contractors' coverage with broad form endorsement arising from, related to or in any way connected with the conduct and operation of the Tenant's business in the premises or caused by actions or omissions to act where there is as duty to act of the Tenant, its agents, servants and contractors, which insurance shall name the Landlord, its agents, servants, employees, contractors, licensees and invitees as additional insureds.

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(b) If there is a boiler or major refrigeration equipment or pressure object or other similar equipment in the premises, steam boiler, air conditioning and machinery insurance written on broad form basis to the limit of $300,000.00. If Tenant does not have this type of equipment, he does not have to carry this insurance.

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(c) Fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage and flood endorsements attached

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as the Landlord reasonably may from time to time approve or require covering all fixtures and equipment, stock in trade, furniture, furnishings, improvements or betterments installed or made by the Tenant in, on or about the premises to the extent of at least 100% of their replacement value without deduction for depreciation but in any event, in an amount sufficient to prevent the Tenant from becoming a co-insurer under provisions of applicable policies.

(d) Workmen's compensation, disability and such other similar insurance covering all persons employed in connection with the Tenant's work and with respect to whom, death or bodily injury claims could be asserted against the Tenant, Landlord or the Premises.

(e) ~~War risk insurance as and when available from the United States of America or an Agency thereof; and~~

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(f) Rental income insurance payable to the Landlord in case of loss caused by a casualty against which insurance is required hereunder in an amount not less than rent becoming due hereunder with respect to the twelve (12) month period following any casualty.

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All of said insurance shall be in form and with deductibles satisfactory to the Landlord and shall provide that it shall not be subject to cancellation, termination or change except after at least thirty (30) days' prior written notice to the Landlord. In the case of boiler and machinery insurance and rental income insurance, the policy(ies) shall cover the Landlord as an additional insured and shall provide that losses sustained by the Landlord shall be adjusted by and payable to the Landlord. All policies required pursuant to this Paragraph or duly executed duplicates of same shall be deposited with the Landlord not less than ten (10 days prior to the day the Tenant begins its work and upon renewals of said policies not less than fifteen (15) days prior to the expiration of the term of such coverage. All such policies shall be delivered with satisfactory evidence of the payment of the premium therefore. The Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively or required to be carried, the party carrying or required to carry such insurance and suffering said loss releases the other of and from any and all claim with respect to such loss, and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account

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thereof. In the event that an extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of the other party this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Paragraph shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

The Tenant agrees at the Tenant's own expense to maintain in full force and effect during the lease term, a policy(ies) of comprehensive liability insurance including property damage written by one or more responsible insurance companies which will insure the Tenant and Landlord (and such other persons, firms or corporations as may be designated by the Landlord) against liability for injury to persons and property damage and death of any person(s) occurring in or about the premises. The bodily injury insurance shall have a policy limit of not less than $ 1,000,000.00 per occurrence, and the property damage liability insurance shall have a policy limit of not less than $100,000.00 per occurrence. If in the considered opinion of the Landlord's insurance advisor the amount of such coverage is deemed inadequate at any time during the lease term, the Tenant agrees to increase said coverage to such reasonable amounts as the Landlord's advisor shall deem adequate.

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The Tenant shall also maintain and keep in force plate glass insurance coverage on all exterior plate glass in the premises. The insurance required by this Paragraph may be covered by general policies covering all of the Tenant's stores. The Tenant shall provide the Landlord with certificates of all such insurance policies including an endorsement requiring the company writing such policy to give the Landlord at least twenty (20) days' notice in writing in advance of any cancellation or lapse of such policy or the effective date of any reduction in the amount of coverage under such policy.

All public liability property damage and other casualty insurance policies obtained by the Tenant pursuant to this subparagraph shall be written as primary insurance and not contributing with separate coverage which the Landlord may carry shall name the Landlord as an additional insured and shall contain cross-liability endorsements. If the Tenant fails to comply with this

paragraph, the Landlord shall have the right to obtain any such insurance and to pay the premiums therefore and in such event, the entire amount of such premiums shall be immediately due and payable by the Tenant to the Landlord.

MECHANIC LIEN

SEVENTH TENANT shall have no power to do any act or make any contract which may create or be the foundation of any lien upon the revision of LANDLORD or LANDLORD'S overlandlord, the premises herein demised or the building or improvements of which said premises are a part. If any mechanics or other lien or order for the payment of money or any notice of intention to file a lien shall be filed against the demised premises, or the building or improvement of which said premises form a part, by reason of or arising out of any labor or material furnished or alleged to have been furnished, or to be furnished to or for the demised premises or any occupant thereof or for or by reason of any change, alterations or addition or the cost or expense thereof, or any contract relating thereto, or against the interest of LANDLORD or of LANDLORD'S overlandlord, TENANT shall cause the same to be canceled and discharged of record by bond or otherwise as allowed by law at the expense of TENANT within Five (5) days after the filing thereof; and TENANT shall also defend on behalf of LANDLORD and LANDLORD'S overlandlord, at TENANT'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and TENANT will pay any damages and satisfy and discharge any judgment entered thereon and save harmless LANDLORD and LANDLORD'S overlandlord from any claim or damage resulting therefrom.

COVENANT PERFORMANCE

EIGHTH The failure of LANDLORD to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such covenant or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of minimum, percentage or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by LANDLORD of any provision hereof shall be deemed to have been

made unless expressed in writing and signed by LANDLORD. The receipt by LANDLORD of any installment of the minimum rent hereunder or of any percentage or additional rent shall not be a waiver of any other minimum, percentage or additional rent due.

DEFAULT; REMEDIES

NINTH (1) Each of the following shall be deemed a default by TENANT and a breach of this lease, namely:

(a) a failure on the part of the TENANT to pay any installment of rent or to pay any additional rent shall be deemed a default by the TENANT and a breach of this Lease.

(b) a failure on the part of TENANT to observe or perform any of the other terms, covenants or conditions of this lease on the part of TENANT to be observed and performed, which failure persists after the expiration of Twenty (20) days from the date LANDLORD gives written or oral notice to TENANT calling attention to the existence of such failure; PROVIDED, HOWEVER, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within Twenty (20) days, then no default shall be deemed to have occurred if TENANT before the expiration of the Twenty (20) day period from the date of giving of the aforesaid notice by LANDLORD commences the curing of the default and diligently prosecutes the same to completion.

(2) In the event of any default by TENANT as hereinabove provided in this Article, LANDLORD at any time thereafter may, at its option, give TENANT Five (5) days written notice of intention to end the term of this lease and thereupon at the expiration of said Five (5) days the term of this lease shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term and TENANT will then quit and surrender the demised premises to LANDLORD, but TENANT shall remain liable as hereinafter provided.

(3) If the notice provided for in "(2)" of this Article shall have been given and the term shall expire as aforesaid, or if TENANT shall abandon the demised premises, or if this lease shall be taken from TENANT as a result of any execution against TENANT in any proceeding in which TENANT shall

have no appeal or further appeal, then and in such event LANDLORD may declare the remaining rents thereafter to come due for the balance of the term of this lease and, without notice, re-enter the demised premises either by force or otherwise and dispossess TENANT by summary dispossess proceedings or otherwise, and TENANT or other occupant or occupants of the demised premises will remove their 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.

In case of any default, re-entry, expiration and/or dispossess by summary dispossess proceedings or otherwise:

(a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as LANDLORD may incur from legal expenses and attorneys' fees, including those incident to the recovery of possession, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental;

(b) LANDLORD may relet the premises or any part or parts thereof, either in the name of LANDLORD or otherwise, for a term or terms which may at LANDLORD'S option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent without thereby in any way affecting TENANT'S liability for the rental payable hereunder for the period of concession or free rent; and/or

(c) TENANT shall also pay LANDLORD as liquidated damages for the failure of TENANT to observe and perform said TENANT'S covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as LANDLORD may incur in connection with the recovery of possession of the premises reletting, such as, but not limited to, legal expenses, attorneys' fees, brokerage and for keeping the demises premises in good order or for preparing the same for reletting. Any such

liquidated damages shall be paid in monthly installments by TENANT on the rent days 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 rights of LANDLORD to collect the deficiency for any subsequent month by a similar action or proceeding. LANDLORD and LANDLORD'S option may make such alterations and/or decorations in the demised premises as LANDLORD in LANDLORD'S sole judgment considers advisable and necessary for the purpose of reletting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release TENANT from liability hereunder as aforesaid. LANDLORD shall in no event be liable and TENANT'S liability shall not be affected or diminished in any way whatsoever for failure to relet the demised premises, or in the event that the demised premises are relet, for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by TENANT of any of the covenants or provisions hereof, LANDLORD, shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary dispossess proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy shall not preclude LANDLORD from any other remedy, in law or in equity.

If LANDLORD shall enter into and repossess the said premises by reason of the default of TENANT in the performance of any of the terms, covenants or conditions herein contained, then and in that event, TENANT hereby covenants and agrees that TENANT shall not claim the right to redeem or re-enter the said premises or restore the operation of this instrument, and TENANT hereby waives the right to such redemption and re-entrance under any present or future law, and does hereby further, for any party claiming through or under TENANT, expressly waive its right, if any, to make payment of any sum or sums of rent, or otherwise, of which TENANT shall have made default under any of the covenants of this lease, and to claim any subrogation to the rights of TENANT under these presents, or any of the covenants thereof, by reason of such payment.

Any action taken by LANDLORD under this Article shall not operate as a waiver of any right which LANDLORD would otherwise have against TENANT for rent hereby reserved or otherwise, and TENANT

shall remain responsible to LANDLORD for any loss and/or damage suffered by LANDLORD by reason of TENANT'S default or breach. The words "Re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

BANKRUPTCY

TENTH In the event of:

(a) The filing of a petition by or against TENANT for adjudication of TENANT as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended or supplemented, or for re-organization of TENANT within the meaning of Chapter X of the Bankruptcy Act, or for an arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against TENANT under any future bankruptcy act for the same or similar relief;

(b) the dissolution, or the commencement of an action for the dissolution, or liquidation of TENANT, or for the appointing of a receiver or trustee of a substantial portion of the property of TENANT, whether instituted by or against TENANT;

(c) the taking possession of the property of TENANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of TENANT;

(d) the making by TENANT of an assignment for the benefit of its creditors, this lease shall ipso facto terminate and

LANDLORD shall immediately without notice or other action by it become entitled to recover of TENANT and TENANT hereby agrees to pay to LANDLORD as liquidated damages arising by reason of such termination, an amount equal to the difference between the rent and additional rent reserved in this lease from the date of such termination to the date of the expiration of the original term hereby demised, and the then fair and reasonable rental value of the premises for the same period. In the computation of such damages the difference between any installment of rent becoming due after such termination and the fair and reasonable rental value of the premises for the period for which such installment was payable, shall be discounted to the date of such termination at the rate of four percent (4%) per annum.

If before presentation of proof of such liquidated damages, the premises, or any part thereof, be let by LANDLORD for a period which but for such termination would constitute part of the original term of this lease, the amount of rent reserved upon such reletting shall, in the absence of evidence to the contrary, be deemed to be the fair and reasonable rental value during the term of such reletting for the part or the whole of the premises so relet.

DEFAULT CONTINUANCE

ELEVENTH If TENANT shall continue in default in the performance of any of the covenants or agreements herein contained after the time limited for the curing thereof, as aforesaid, then LANDLORD may perform the same for the account of TENANT. Any amount paid or expense or liability incurred by LANDLORD in the performance of any such matter for the account of TENANT shall be deemed to be additional rent and the same (together with interest thereon at the rate of six percent (6%) per annum from the date upon which any such expense shall have been incurred) may, at the option of LANDLORD, be added to any rent then due or thereafter falling due hereunder.

Nothing contained herein shall be construed to postpone the right of LANDLORD immediately upon expending such sums to collect such sums with interest by action or otherwise.

TENANT LIABILITY

TWELFTH LANDLORD shall have the right to apply any payments made by TENANT to the satisfaction of any debt or obligation of TENANT to LANDLORD, according to LANDLORD'S sole discretion and regardless of the instructions of TENANT as to application of any such sum, whether such instructions be endorsed upon TENANT'S check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by LANDLORD of a check or checks drawn by others than TENANT shall in no wise affect TENANT'S liability hereunder nor shall it be deemed an approval of any assignment of this lease by TENANT.

NOTICES

THIRTEENTH All notices to TENANT may be sent by certified or registered mail addressed to TENANT at the demised premises or such other address as TENANT shall hereafter from time to time designate in writing. All notices to LANDLORD shall be sent by certified or registered mail addressed to LANDLORD Joseph Parisi C/O Feinberg & McBurney 409 Route 70 East Suite 126; Cherry Hill, N.J. 08034 and LANDLORD hereby requests that all rental becoming due hereunder shall be paid to LANDLORD C/O Feinberg & McBurney 409 Route 70 East Suite 126; Cherry Hill, N.J. 08034 until further notice in writing is given to TENANT. All notices properly addressed shall be deemed served upon the date of their registration with the postal authorities.

UTILITIES SUPPLY

FOURTEENTH It is agreed that LANDLORD does not hereby undertake to supply heat, light, gas, power or any other service or utility, to or for the demised premises.

DAMAGE TO PREMISES

FIFTEENTH It is hereby agreed that in the event during the term herein demised the shopping center of which the demised premises form a part shall be damaged or destroyed by fire or by any hazard which is normally comprehended within the so-called "extended coverage" endorsement on a fire policy to the extent of not more than fifty percent (50%) of the then replacement value of the shopping center, this lease shall not terminate, but the premises shall be repaired, restored or rebuilt as speedily as may be reasonably possible by and at the expense of LANDLORD; and the minimum rental reserved hereunder shall cease for such period as the demised premises shall be wholly untenantable and such minimum rental shall be reduced by a just and reasonable amount for such period as said premises shall be partially untenantable, and no penalty shall accrue against LANDLORD for reasonable delays resulting from adjustment of fire insurance loss or for delays which result from labor troubles or any other cause, event or circumstances beyond LANDLORD'S control. If the shopping center of which the demised premises shall be damaged or destroyed by a hazard other than fire or one comprehended within such so-called "extended coverage" endorsement in a fire policy

or if the same shall be damaged or destroyed by fire or by any hazard which is comprehended within the so-called "extended coverage" endorsed on a fire policy to the extent of more than fifty (50%) percent of the then replacement value of the shopping center, then the foregoing provisions of this Article shall govern, nevertheless, unless within sixty (60) days after the occurrence of the casualty LANDLORD shall notify TENANT of its election to terminate and cancel this lease, in which event this lease shall accordingly terminate on the tenth day after the service of said notice; and pending the exercise, if any of such right of repairs of the damage shall be and is hereby suspended.

ADDITIONAL FIRE INSURANCE

SIXTEENTH Without limiting any of the other covenants or agreements of the TENANT herein contained but in addition thereto, the TENANT agrees not to do or permit anything to be done which will be in conflict with any provision of or violate any policy of fire insurance on the building or do or permit to be done any act or thing because of which, any insurer shall cancel any such policy on the building or on the property of the LANDLORD therein. If because of anything done on the Demised Premises whether it be the conduct of the business permitted by Article "FIRST" hereof or otherwise, the fire insurance rate on the building or any property of the LANDLORD therein shall be increased over the rate which would prevail for the said building and property on the basis of the Demised Premises being utilized for a retail business carrying the lowest rate of fire insurance according to the local fire insurance rating organization or other body exercising similar functions, then and in that event, the TENANT agrees to pay as additional rental any increase in the LANDLORD'S insurance premiums consequent upon such increase in the rate. A schedule of "make up" of insurance rates for the building of which the Demised Premises form a part issued by the local fire insurance rating organization or similar body as aforesaid shall be prima facie evidence of the facts therein stated and of any changes in the fire insurance rate applicable to the premises. In the event the TENANT'S operation or exposure shall constitute a greater risk and cause the Fire Coverage to be rated at a higher premium for the entire complex, the TENANT shall pay the increased amount of premium cause by the additional risk to the entire complex.

ENTIRE AGREEMENT

SEVENTEENTH LANDLORD has made no representations or promises with respect to the demised premises except as herein expressly set forth. This lease contains the entire agreement between the parties hereto; and any agreement hereafter made shall not operate to change, modify, terminate or discharge this lease in whole or in part unless such agreement is in writing and signed by the party sought to be charges therewith.

ADDITIONAL RENTAL

EIGHTEENTH Whenever under the terms of this lease any sum of money is required to be paid by TENANT in addition to the rental herein reserved, and said additional amount so to be paid is not designated as "additional rental", or provisions not made in the Article covering such payment for the collection of said amount as "additional rental", then said amount shall nevertheless, at the option of LANDLORD, if not paid when due, be deemed "additional rental" and collectible as such with any installment of rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder, or limit any other remedy of LANDLORD.

LIABILITY

NINETEENTH LANDLORD shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain, or snow which may leak or issue from any part of the building or from pipes, appliances or plumbing works of the same, or from sewers or the street or sub-surface, or from any other place, by dampness or other cause of nature whatsoever. It is further agreed that neither LANDLORD or LANDLORD'S agents shall be liable for any damage to persons or property caused by other persons, nor for interference with light, air or other incorporeal hereditaments or caused by operations or construction of any public or quasi-public work.

SAVE AND HOLD HARMLESS

TWENTIETH TENANT shall keep, save and hold harmless the LANDLORD from any and all damages and liability for anything and everything whatsoever arising from or out of the occupancy by, or

under, TENANT, and from any loss, fine, recovery or damage arising from any fault or negligence by TENANT, or any failure on TENANT'S part to comply with any of the covenants, terms and conditions herein contained.

SUBORDINATION

TWENTY-FIRST This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the real property of which the demised premises form a part or LANDLORD'S leasehold interest therein, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, TENANT shall execute promptly any certificate that LANDLORD may request. TENANT hereby constitutes and appoints LANDLORD the TENANT'S attorney-in-fact to execute any such certificate or certificates for and on behalf of TENANT.

CONDEMNATION

TWENTY-SECOND If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding and TENANT shall have no claim to any part of the award.

POSSESSION

TWENTY-THIRD So long, but only so long, as LANDLORD remains vested with LANDLORD'S present interest or title in and to the demised premises, LANDLORD covenants that TENANT, upon paying the rent, as herein reserved, and performing all the covenants and agreements herein contained on the part of TENANT, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, without hindrance or molestation by said LANDLORD.

COMMON USE AREA AND FACILITIES

TWENTY-FOURTH The LANDLORD hereby grants to the TENANT in common with the LANDLORD and other tenants, their respective invitees and licensees the right to utilize the parking area in said shopping center subject to the conditions hereinafter provided. The TENANT hereby agrees that said parking area will not be used by any of its employees except to park in such areas as are designated for employee parking. The TENANT further agrees that it, its invitees and licensees will not utilize said parking area for the permanent garaging of any vehicle or for overnight parking.

COVERED WALK

TWENTY-FIFTH TENANT understands that LANDLORD may plan to erect a covered walk in front of the stores of said shopping center, including the demised premises, for the protection of customers and others entering and leaving the several stores in said center during the inclement weather.

TENANT hereby consents to the erection of such covered walk if LANDLORD elects so to do; and if said covered walk is erected,

TENANT hereby agrees that the same may be removed by LANDLORD in whole or in part during the term hereof without in any way thereby affecting this lease or TENANT'S liability hereunder.

OPERATING EXPENSES: ADDITIONAL RENTAL

TWENTY-SIXTH In addition to the Basic Annual Rental, the TENANT shall pay to the LANDLORD as additional rent its proportionate share of all operating expenses. The TENANT shall pay to the LANDLORD in addition to the Basic Rent on the first day of each calendar month one-twelfth (1/12) thereon. The operating expenses shall include all costs normally incurred in the maintenance and operation of a shopping center including the grounds and parking areas (excluding interest or amortization payments on any mortgage) and shall include such items as follows: real estate taxes assessed on the improvements, the land underlying same, parking areas or other common elements including any assessments for municipal improvements; all costs and expenses directly related to the operation of the shopping center including lighting; cleaning; insuring; removing snow, trash,

ice and debris; and policing and regulating traffic in the area immediately adjacent to the shopping center; all costs and expenses of repairing; replacing; paving curbs, walkways, landscaping; and repairs required to keep the building(s) in first-class condition; electricity and fuel utilized in lighting, heating, ventilating and air conditioning; maintenance of mechanical and electrical equipment including lighting, heating, ventilating and air conditioning equipment; wages including all taxes payable by the LANDLORD thereof and fringe benefits; water and sewer rents; charges and stand-by fees; reasonable accounting fees; any other expenses charged which would be considered an expense of maintaining, operating or repairing the premises under sound accounting principles; and all premiums for casualty (including loss of rental income), comprehensive general liability, workers' compensation and any other insurance pertaining to the building and surrounding grounds together with ~~an administrative fee of fifteen percent (15%) of the gross amount of~~ all expenditures made by the LANDLORD as operating expenses. Within ninety (90) days of the expiration of each proportionate share of the operating expenses or as soon thereafter as practicable, the LANDLORD shall furnish the TENANT with a written statement of the actual operating expenses incurred for the year. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of the operating expenses is greater than the amount actually incurred, the excess amount shall be applied by the LANDLORD as a credit upon the TENANT'S future obligation to pay said operating expenses. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of operating expenses is less than the amount actually incurred, the TENANT shall reimburse LANDLORD for such amount within twenty (20) days after receipt of such statement. The term "TENANT'S Proportionate Share" means 10.7 per cent (.107 %) being the ratio of the TENANT'S rentable area (1200 square feet) to the total amount of rentable area (11,200 square feet) available to the building whether occupied or not.

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HOLDING OVER

TWENTY-SEVENTH If the TENANT shall with the consent of the LANDLORD hold over after the expiration of the term hereof, such tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided by applicable State law. During such tenancy, the TENANT agrees to pay to LANDLORD the fair

market value for the leased space as reasonably determined by the LANDLORD and to be bound by all of the terms and conditions herein. If the LANDLORD shall not give consent to such hold-over by the TENANT, such tenancy may be terminated as above provided and until the TENANT has vacated the leased space, it agrees to pay to the LANDLORD rent at a monthly rental double the rates provided by the LANDLORD at the expiration of the term of this lease.

NEW STORE RADIUS

TWENTY-EIGHTH TENANT hereby agrees that neither TENANT nor any company associated or affiliated with TENANT will either directly or indirectly during the term herein demised open any new stores for the same business as permitted to TENANT hereunder, or one substantially similar thereto, within a radius of five (5) miles from the premises herein demised, it being agreed that the foregoing prohibition relates specifically to the opening of new stores and not to the continuance of stores in existence in said area at the time of the commencement of the term hereof.

DEFAULT, NOTICE

TWENTY-NINTH No default on the part of LANDLORD hereunder shall be deemed to have occurred until LANDLORD shall have been given notice by TENANT of the same length of time and with like opportunity to correct the default as is provided to be given to TENANT by LANDLORD where the default is other than in the payment of rent prior to the service of any further notice by LANDLORD upon TENANT of intention to end the term.

RECORDING OF LEASE

THIRTIETH TENANT covenants not to place this lease on record without the consent of LANDLORD. At the request of TENANT, LANDLORD will execute a memorandum for recording purposes setting forth the premises herein demised and the term thereof, but to contain no other provisions.

MEASUREMENTS OF DEMISED PREMISES

THIRTY-FIRST With respect to measurements for the demised premises indicated on the plan attached hereto, it is agreed that such measurements are to be taken from the center line of dividing partitions, except that where any boundary consists of an exterior wall the measurements shall be taken from the exterior surface of the exterior wall. Wherever reference is made herein to any area (whether basement space or otherwise), the area shall be computed by reference to lines enclosing the space drawn in accordance with the method of linear measurements set forth in the preceding sentence.

LEASE UNMODIFIED

THIRTY-SECOND The TENANT agrees at any time and from time to time, upon not less than ten (10) days prior written request by the LANDLORD, to execute, acknowledge and deliver to the LANDLORD a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by prospective purchaser of LANDLORD'S interest or mortgage of LANDLORD'S interest or assignee of any mortgage upon LANDLORD'S interest in the demised premises.

FIRST MONTH'S RENT

THIRTY-THIRD Contemporaneously with the execution of this lease, TENANT shall pay to the LANDLORD the first month's rent in advance, which shall be applied against the first months' rent when the same comes due in accordance with Paragraph Second hereof.

SECURITY DEPOSIT

THIRTY-FOURTH The TENANT has deposited with the LANDLORD the sum of $ 900.00 _____, receipt of which is hereby acknowledged by the LANDLORD as security for the full and faithful performance of all the covenants and conditions contained herein during the term of this lease and any extension

or renewal thereof. The rights and remedies reserved to the LANDLORD under this lease being cumulative, in the event of a default by the TENANT the LANDLORD shall not be required to resort to the security before exercising any other remedy available to it under this lease or by law. The said security shall be refunded without interest to the TENANT within ten (10) days following the expiration of this lease or any renewal or extension thereof, provided the TENANT has kept and performed all of said terms and conditions. In no event, except when the LANDLORD elects at its own sole option to do so, may the TENANT set off or apply the amount so deposited against any rent owing by the TENANT to the LANDLORD hereunder. In the event of any sale, transfer or lease of the building and the land on which the building is erected, or of the building or any sale or transfer of any such lease, LANDLORD may transfer or assign said security to the vendee, transferee, or lessee, as the case may be, and the LANDLORD thereupon shall be released from all liability for the repayment of said security and TENANT in each instance shall look solely to such vendee, transferee, or lessee as the case may be, for the repayment of said security. The provisions hereof shall apply to each such sale, transfer or lease and to each such transfer or assignment of said security. TENANT further covenants that TENANT will not assign or encumber or attempt to assign or encumber the security deposited herein and that neither LANDLORD nor its successors or assigns shall be bound by any assignment or encumbrance, attempted assignment or attempted encumbrance. Furthermore, if the interest of the LANDLORD, under this lease, shall become subject to the lien of any bona fide mortgagee or mortgagees, the TENANT agrees that TENANT will not look to such mortgagee or mortgagees for the return of all or any part of the security deposit regardless of whether such mortgagee or mortgagees shall come into possession of the demised premises as a result of any default of the LANDLORD and/or the LANDLORD'S overlandlord.

OPTIONS

THIRTY-FIFTH So long as the Tenant has not at any time defaulted in the discharge of any covenant, duty or obligation imposed upon the Tenant by the terms of the within Lease regardless of whether or not said default has been waived by the Landlord and in the further event that the Tenant is not in default at the time(s) the Tenant is entitled to exercise any option(s) granted herein, the LANDLORD hereby grants to TENANT two (2) option(s) to renew the term of this lease for two (2) additional

term(s) of three (3) years each, subject to the same terms, costs and conditions as are hereinstated, ~~with a minimum increase of ten (10%) percent for each option except that during any renewal term(s)~~, the basic annual rent payable under this lease shall be adjusted by the percentage of increase, if any, in the Cost of Living index published by the U.S. Department of Labor for retail consumers in the U.S. (The base figure for the cost of living index shall be that published for the month for which the first rent under this lease is paid and the index to which the rent shall be adjusted shall be the one published for that month which is three months prior to the expiration of the term during which the first option, or any succeeding option, may be exercised). The exercise of any option(s) provided for in this paragraph shall be by a writing signed by the TENANT (and any guarantor of the TENANT) sent by registered or certified mail, return receipt requested, to the LANDLORD not prior to the last year of the then current term of this lease nor later than three (3) months prior to the expiration of the then current term.

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OCCUPANCY

THIRTY-SIXTH LANDLORD agrees that LANDLORD will in good faith attempt to have the demised premises ready for occupancy as provided in Paragraph Second on or about August 1, 1993. LANDLORD further agrees that as part of completing the demised premises, the LANDLORD will perform, at LANDLORD'S sole cost and expense, all work which is called for in Schedule "A" annexed to this lease. In the event the LANDLORD does not complete the LANDLORD'S work on or before the date above stated, the LANDLORD agrees diligently to continue the LANDLORD'S work in order to complete the demised premises as soon thereafter as possible. However, if for any reason the demised premises are not completed within six (6) months after such date, either party hereto may terminate this lease whereupon all advanced rentals and security deposit paid hereunder shall be refunded to the TENANT and thereafter there shall be not further liability between the parties. It is understood that LANDLORD'S right to lease hereunder is subject to the right of Mortgagee to approve plans for all improvements to be placed in the shopping center. LANDLORD agrees diligently to attempt to obtain such approval as soon as the plans have been completed. If said plans are not approved within thirty (30) days after the same have been completed, this lease shall terminate whereupon all

advance rentals and security deposits paid hereunder shall be refunded to the TENANT and thereafter there shall be no further liability between the parties.

STRUCTURAL RESPONSIBILITY

THIRTY-SEVENTH Except as provided elsewhere in this lease, TENANT shall, at TENANT'S expense, maintain, replace and repair the interior and exterior of the building on the demised premises and the fixtures and heating, ventilating, air conditioning, electrical and plumbing equipment therein, except as hereinafter required to be done by LANDLORD. TENANT shall also maintain and repair any improvements or additions to the building made by TENANT and shall replace glass broken during all terms, unless the breakage is caused by latent defects in the demised premises, with glass of the same size and of not lower quality than that broken. TENANT shall not clog any plumbing, sewers, waste pipes, drains or water closets used by TENANT. TENANT shall also, at TENANT'S expense, repair all damages to the driveways and doors and door frames caused by TENANT'S use. Any landscaping desired by TENANT shall be put in and maintained by TENANT at its expense. If TENANT fails to provide any maintenance or repairs required of TENANT within fifteen (15) days after written notice by LANDLORD and to complete the same within reasonable diligence, then LANDLORD may provide such repairs or maintenance for the account of TENANT and the cost thereof shall be added to the next monthly installments of rent payable hereunder and collectible as rent.

LATE CHARGE

THIRTY-EIGHTH Without limiting or abridging any other remedy provided herein, any payment to be made by the TENANT to the LANDLORD hereunder, whatever designated, shall, if not paid within ten (10) days of the date the same is due, thereafter be paid together with a late charge of five percent (5%) of the amount to have been paid per month or part of a month that the same continues to remain unpaid.

COMMENCEMENT DATE ADJUSTMENT

THIRTY-NINTH If the lease term commences on any day other than the first day of a calendar month, that pro-rata fraction of the

first month's minimum rental based on a 30-day month shall be paid at the end of that portion of the month.

INSURANCE: FIRE

FORTIETH LANDLORD shall, at LANDLORD'S expense, provide and maintain adequate insurance on the demised premises (being not less than eighty percent (80%) of actual replacement value and sufficient to meet co-insurance requirements) against loss or damage by fire, with extended coverage endorsement. TENANT shall reimburse and pay LANDLORD during the term as they become payable, the premiums for such fire insurance (fairly apportioned if lease periods and premium periods do not coincide). Payment of such premiums shall constitute additional rent payable by TENANT to LANDLORD on the first rent payment date not less than thirty (30) days after presentation to TENANT of a receipted bill for such premiums; and in default by TENANT, LANDLORD may collect the same as rent.

CAPTIONS

FORTY-FIRST Any headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

LIMITATION OF LIABILITY

FORTY-SECOND The LANDLORD and the LANDLORD'S Partners shall be under no personal or individual liability with respect to any of the provisions of this lease and if it is in breach or default with respect to its obligations or otherwise under this lease, the TENANT shall look solely to the equity of the LANDLORD in the premises for the satisfaction of the TENANT'S remedies. It is expressly understood and agreed that the LANDLORD'S liability under the terms, covenants, conditions, warranties and obligations of this lease shall in no event exceed the loss of its equity in the premises.

TERMINATION OF LANDLORD'S LIABILITY

FORTY-THIRD The term "LANDLORD" as used in this lease so far as covenants or obligations on the part of the LANDLORD are concerned shall be limited to mean and include only the owner(s) at the time in question of the fee of the Demised Premises. In the event of any transfer(s) of title to such fee, the LANDLORD herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved after the date of such transfer and/or conveyance from all personal liability as respects the performance of any covenants or obligations on the part of the LANDLORD contained in this lease thereafter to be performed provided that any funds in the hands of the LANDLORD contained in this Lease thereafter to be performed provided that any funds in the hands of the LANDLORD or the then grantor at the time of such transfer and/or conveyance in which the TENANT has an interest shall be turned over to the grantee, and any amount then due and payable to the TENANT by the LANDLORD or the then grantor under any provision of this lease shall be paid to the TENANT.

PUBLIC UTILITIES AND REAL ESTATE TAXES

FORTY-FOURTH

(a) TENANT shall supply heat for the demised premises at its expense and shall also pay all charges for gas, steam, electricity, water and other utilities and services, including sprinkler and sewage charges used in connection with the demised premises during the term of this lease. LANDLORD covenants and agrees that all such utilities (including both storm and sanitary sewers) shall be available to the demised premises at the commencement date.

(b) ~~The TENANT acknowledges that the demised premises is~~ presently serviced by an "on site" septic system. The TENANT agrees to pay as additional rental to the LANDLORD in the manner and upon the terms set forth in Paragraph Twenty Sixth of this lease, the amount the TENANT would otherwise have paid to the Municipal Sewerage Authority in the event the demised premises was "tied in" to the Municipal Sewerage System. The LANDLORD will maintain the septic system servicing the demised premises at the LANDLORD'S expense so long as it is being utilized by the TENANT. ~~Upon the demised premises being tied into the Municipal Sewerage~~

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~~System, at the LANDLORD'S expense, the TENANT will thereupon~~ and thereafter be ~~responsible directly to the Municipal Sewerage Authority for the payment of sewer rent.~~

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(Delete any reference in paragraph (a) as to sewer if premises is to be on septic system. If premises is on sewer side of center, delete entire paragraph (b))

TAXES

(c) LANDLORD shall bear the cost of and pay all real estate taxes assessed against the demised premises and the building and improvements thereon and against any entire premises of which the demised premises may be a part. During all terms of this lease, TENANT shall pay LANDLORD for all real estate taxes assessed against the demised premises. Such amount shall constitute additional rent under this lease. If the demised premises are not separately assessed, LANDLORD shall attempt to have them separately assessed. If LANDLORD is unsuccessful the apportionment shall be equitable, and based on rentable square footage in the shopping center.

LANDLORD shall bear the cost of and pay when due all assessments against the demised premises for municipal or public improvements and service facilities.

In consideration of TENANT'S undertaking to reimburse LANDLORD for the real estate taxes on the demised premises, LANDLORD agrees as follows with TENANT with respect to such real estate taxes:

(i) TENANT shall have the right, in good faith, by appropriate proceedings, to contest any assessment or reassessment, or the taxes, or the validity of either, or of any increase in the assessment, or the rate, provided this may lawfully be done, and LANDLORD shall make payment under protest.

(ii) LANDLORD shall, within fifteen (15) days after learning of any increase or change in the assessment, the rate or the taxes, advise TENANT in writing thereof and TENANT shall, within ten (10) days of receipt of said notice from LANDLORD, advise LANDLORD in writing in the event TENANT elects to make a contest.

(iii) In the contest, TENANT is authorized to act in its own name and in the name of LANDLORD, if legally necessary or desirable to use LANDLORD'S name, and LANDLORD agrees that it will, at TENANT'S request, provided it is not put to any expense thereby, cooperate with TENANT in any way TENANT may reasonably require in connection with such contest.

(iv) Any contest conducted by TENANT hereunder shall be at TENANT'S expense and in the event any penalties, interest or late charges become payable with respect to the taxes as the result of such contest, TENANT shall reimburse LANDLORD for the same.

(v) If TENANT shall have given LANDLORD notice of TENANT'S intent to make such a contest and in the further event that it becomes proper and appropriate for LANDLORD to pay the tax as to which the contest relates, LANDLORD shall nevertheless make the payment under protest.

ECRA COMPLIANCE

FORTY-FIFTH The Tenant shall at the Tenant's own expense comply with the Environmental Clean-Up Responsibility Act N.J.S.A. 13:1K-6, et. seq. and the regulations promulgated thereunder ("ECRA"). The Tenant shall at the Tenant's own expense make all submissions to, provide all information to and comply with all requirements of the Bureau of Industrial Site Evaluation (the "Bureau") of the New Jersey Department of Environmental Protection ("N.J.D.E.P."). Should the Bureau or any other division of N.J.D.E.P. determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term hereof, then the Tenant shall at the Tenant's own expense prepare and submit the required plans and financial assurances and carry out the approved plans. The Tenant's obligations under this Paragraph shall arise if there is any closing, terminating or transferring of operations of an industrial establishment at the premises pursuant to ECRA. At no expense to the Landlord, the Tenant shall promptly provide all information required by the Landlord for preparation of non-applicability affidavits and shall promptly execute such affidavits when requested by the Landlord. The Tenant shall indemnify, defend and save harmless the Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of

hazardous substances or wastes at the premises which occur during the term of this Lease and from all fines, suits, procedures, claims and all actions of any kind arising out of the Tenant's failure to provide all information, make all submissions and take all actions required by the ECRA Bureau or any other division of N.J.D.E.P. The Tenant's obligations and liabilities under this Paragraph shall continue so long as the Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. The Tenant's failure to abide by the terms of this Paragraph shall be restrainable by injunction.

Environmental Reports

1. The Tenant shall promptly provide the Landlord with all documentation and correspondence provided to N.J.D.E.P. pursuant to the Worker and Community Right to Know Act N.J.S.A. 34:5A-1, et. seq. and the regulations promulgated thereunder.

2. The Tenant shall promptly supply to the Landlord with any reports and notices made by the Tenant pursuant to the Hazardous Substance Discharge Reports and Notices Act N.J.S.A. 13:1K-15, et. seq. and the regulations promulgated thereunder.

3. The Tenant shall promptly supply the Landlord with any notices, correspondence and submissions made by the Tenant to N.J.D.E.P., the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA) or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances.

In the event Landlord should be called upon to agree to an assignment or sublease, the following additional conditions precedent to assignment and sublease must be met.

1. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall at the Tenant's own expense comply with ECRA.

2. The Tenant shall promptly furnish to the Landlord true and complete copies of all documents, submissions and

correspondence provided by the Tenant to the Bureau and all documents, reports, directives and correspondence provided by the Bureau to the Tenant. The Tenant shall also promptly furnish to the Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at and around the premises.

3. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall have received from the Bureau either:

   (a) A non-qualified approval of the Tenant's negative declaration; or

   (b) A non-applicability letter for which the Tenant shall promptly apply pursuant to ECRA.

If this condition, or any other condition stated in the herein Lease shall not be satisfied, then the Landlord shall have the right to withhold consent to sublease or assignment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Signed, Sealed & Delivered
in the Presence of:

Landlord

Joseph P. Parisi

By Joseph Parisi

Tenant

Thomas J. Driscoll

By Thomas J. Driscoll

SPECIFICATIONS - SCHEDULE "A"

All reference to "by Landlord" shall mean furnished, installed and paid for by Landlord.

All reference to "by Tenant" shall mean furnished, installed and paid for by Tenant.

STRUCTURE: By Landlord in accordance with Shopping Center design.

PARTITIONS: (a) Interior partitions as shown on Architect's lease drawing supplied by Landlord.

(b) Toilet room partition as per Architect's drawing.

FLOORING: Landlord will provide smooth troweled concrete floor in accordance with the Architect's specifications.

CEILING: Landlord will provide suspended accoustical ceiling as per Architect's drawings.

H.V.A.C.: Landlord will provide one combination heating and air conditioning unit and duct work. A/C shall be designed by ASHRAE standards.

PLUMBING: (a) Landlord will provide one toilet room with one water closet and one lavatory in accordance with local codes.

(b) Landlord will provide hot and cold water piping to lavatory and one six (6) gallon hot water heater.

(c) All additional plumbing rough in and connection of Tenant's plumbing fixtures will be by Tenant.

ELECTRICAL: (a) Landlord will provide electrical service to the premises (100 amp) including twelve (12) circuit panel board.

(b) Landlord shall provide two rows of two-tube "strip lighting" and eight

receptacles and sign outlet on Tenant panel.

(c) Electrical requirements for electrical equipment having unusual characteristics shall be at Tenant's expense.

STORE FRONT

(a) Store front as per Architect's drawings will be furnished and installed by Landlord.

(b) All signs shall be supplied and installed by Tenant and approved by Landlord.

(c) All signs are to be 2'6" x 13' single faced fabricated of dark bronze aluminium with full angle iron frame, all structural iron to be primed and painted prior to attachment of aluminum casing, high output lighting with overlapping lamps to provide even lighting of faces, sign to bear UL seal.

Faces fabricated of 3/16 acrylic

Copy and colors to be approved by Landlord.

TRADE FIXTURES:

All trade fixtures, special decor, etc. shall be by Tenant.

TENANT LEASES: - "ADDENDUM B"

1. LANDLORDS DESIGN RESPONSIBILITY: Schedule "A" is limits of construction and design provided by the Landlord. Any changes, alterations or substitutions in items provided by the Landlord must be approved by the Landlord and will be done at the Tenants sole cost.

2. TENANT DESIGN RESPONSIBILITY: The Tenant must provide to the Landlord a complete set of documents and design drawings exhibiting the proposed improvements. These drawings shall include the following:

a) Floor Plan: Detailed layout exhibiting all proposed partitions, retail display area, storage room facilities and counter checkout location. Any details requiring special conditions should be shown and noted on the plan.

b) Electrical Plans: Detailed drawings exhibiting any modifications to Landlord provided facilities including lighting and outlets. Special requirements including cash register wiring, appliances, equipment and any other special needs. These should show location of above as well as wiring specifications and loan requirements.

c) Plumbing Plans: Detailed drawings exhibiting any modifications to Landlord provided facilities. Special requirements including floor drains, fixtures and any unusual facilities. These should be shown for location, type of fixture and size of pipe for the required service.

d) HVAC Plans: Detailed drawings exhibiting any additional requirements including increased heating or cooling capacity, exhaust facilities and roof openings. These should be shown for location of facilities as well as duct size and location and any other pertinent requirements.

e) Finish Plan: A detailed drawing exhibiting the proposed finishes for the walls and floor. The plan should also show any modifications to the reflected ceiling plan as outlined in Schedule "A".

The above plans should be prepared by a licensed engineer or architect and bear his professional seal on them. If required by municipality.

~~There will be a fee charged to the Tenant for the Landlord's architect to review the plans and make any modifications to the Master Architectural set as required. The fee will be based on the Architects hourly rate in effect at the time of review.~~

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~~The Tenant may choose to have the Landlord's Architect prepare the above outlined plans. The Tenant will be charged a fee based on the Architects hourly rate in effect at the time of work. A design deposit fee will be required in an amount deemed acceptable to the Architect.~~

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~~The fee for both review and design will vary according to the complexity of the plans as required.~~

3. LANDLORD CONSTRUCTION RESPONSIBILITY: The Landlord shall provide the space to the Tenant per the specifications in Schedule "A:. Any modifications to these specifications as requested by the Tenant and approved by Landlord will be at the Tenants sole expense. The Landlord will provide the Tenant with the cost to perform the modifications based on the Landlord's cost as provided by the General Contractor. The Tenant will be required to deposit the monies equal to the total cost of the modifications with the Landlord before contractor commences with the work.

4. TENANT CONSTRUCTION RESPONSIBILITY: The Tenant will be responsible for all work to complete the space that is not provided for by the Landlord per Schedule "A". The Tenant may elect to contract directly with the Landlord's General Contractor for the work or have the Tenants own Contractor perform the work.

All construction work must be performed per the plans and specifications of Tenant as supplied to and approved by the Landlord. All construction work must be performed per all applicable National, State and Local codes as required. Tenant shall permit Landlord's representative free and complete access to the space at all times for the purpose of inspecting the ongoing construction work.

5. TENANT/LANDLORD DESIGN AND CONSTRUCTION APPROVAL PROCESS:

a) Tenant submits plans to landlord as required above in Section 2, Items a-e, or notifies Landlord that Tenant would desire to have Landlord's Architect prepare plans.

b) Landlord notifies Tenant of review or design fee deposit.

c) Tenant deposits fee with Landlord.

d) Landlord returns plans to Tenant with approval signature or with required modifications to Tenants submitted plans.

   i. If modifications are required Tenant has plans and modified and resubmitted to Landlord.

   ii. Landlord reviews modifications as requested and returns plans to Tenant with approval signature.

e) Landlord's General Contractor prepares price estimate for any modifications to Landlord's responsibilities per Schedule "A".

f) Landlord notifies Tenant in writing of cost to perform any modifications as requested by Tenant.

g) Tenant deposits monies with Landlord as requested in Item f) above.

h) Landlord commences work on modifications as requested by Tenant.

i) Upon completion of work, Landlord notifies tenant in writing that the space is available for Tenant to occupy the space for the purpose of constructing the Tenants improvements.

THIS FIRST AMENDMENT to the Lease dated June _____, 1993 between Joseph Parisi, Landlord, and Thomas J. Driscoll, Tenant, for the store located in Continental Plaza on Route 561 in Gibbsboro, New Jersey.

1) It is mutually understood and agreed that the Landlord will divide the 2400 square foot store down the middle front to back so that each store has 1200 square feet. The Landlord will put up the dividing wall between the stores, split the utilities and HVAC similar to the other stores in the center. The Tenant is responsible to obtain all permits and approvals to do the work. Including but not limited to the certificate of occupancy for the Tenants store. The Tenant may choose his own contractors, for the Tenants work, as long as they are properly licensed and bonded.

2) If the existing sign box over the stores is one where the Landlord agrees that the Tenant can use the box over the Tenant store, the tenant will be responsible to move the box if necessary and put in the new face plate. The Landlord will have no cost for the outside sign box. If the Landlord does not agree the Tenant is responsible to obtain a new sign box according to the center specifications.

3) It is mutually understood and agreed that wherever the consent of the Landlord is required in this lease, said consent will not be unreasonably withheld.

4) Tenant understands and agrees that the Landlord has the exclusive right and discretion to determine the mix of the tenants in the shopping center. By entering into the attached lease, Landlord has determined that the use of the demised premises set forth herein is consistent with the Tenant mix desired by the Landlord.

5) The parties agree that in the event that any provision of this lease is contrary to any State or Federal Law, such provision shall be void and unenforceable, but shall not invalidate the remaining provisions of this lease or its addendums.

6) During the term of this lease and any extensions thereof, the Landlord agrees not to lease any other part of the center (Continental Plaza) to any other person or persons engaged in the business of a hair salon as their primary business. This condition does not apply to Wawa.

7) It is mutually understood and agreed that the Tenant will receive the key to the premises once the lease is fully executed. Rental and pro-rata share of operating expenses will start August 1, 1993.

7) It is agreed that Feinberg & McBurney Investment Co Inc is the sole Broker in this transaction entitled to receive a commission. The Landlord is responsible to pay Feinberg & McBurney Investment Co Inc a fee of six percent (6%) of the rental as collected during the term of this lease and any renewals or transfers thereafter.

8) All parties to this lease agree that they are not relying on any statements, descriptions, representations, or warranties other than those specifically set forth in writing herein. Furthermore, both parties understand that the agent shall not be responsible in any way for any description, statements, representations or warranties (written or otherwise), and that any remedy that either party may have shall be solely against the Landlord and/or Tenant based exclusively on the written representations contained herein.

9) It is mutually understood and agreed that in the event of a default on the part of the Tenant, the Tenant will have ten (10) days to cure the default from the date of written notice.

10) If under law the Tenant is permitted an award from condemnation, as a Tenant, the Tenant may pursue such an award as long as it is an award totally separate from any award available to the Landlord, in no way reduces the award available to the Landlord, in no delays or causes the Landlord any adverse effect in condemnation.

11) If the Tenant is able to provide an acceptable credit reference from his Bank, the security deposit will be equal to one months rental. If the reference is not acceptable the security deposit will be equal to two months rental.

IN WITNESS WHEREOF, THE PARTIES HERETO ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN AS EXECUTED THE DATE FIRST WRITTEN ABOVE.

Joseph P. Parisi 6/29/93
LANDLORD: Joseph Parisi Date

Thomas J. Driscoll 6/21/93
TENANT: Thomas J. Driscoll Date

September 29, 1994

PUT ON COMP.

Mr. Bernie Jaffe
Shipping Shop Inc
3 Woodleigh Drive
Cherry Hill, N.J. 08003

RE: Parisi to Shipping
Continental Plaza Store 8
Gibbsboro, N.J.

Dear Bernie,

Enclosed please find your copy of the fully executed lease for the captioned transaction.

Prior to your opening I need a copy of your insurance binder naming the Landlord as co-insured.

Best of Luck to you in this new venture!

FEINBERG & MCBURNEY INVESTMENT CO. INC.

Jack Sattin, Vice President
Broker - Associate

Enclosure

$2800 Deposited in Escrow Acct.
900- 1st Mos Rent - 2800- Security
Rent to Period - See [illegible]

L E A S E A G R E E M E N T

FOR

CONTINENTAL PLAZA
HADDONFIELD BERLIN ROAD - ROUTE 561
GIBBSBORO, NEW JERSEY 08026

LANDLORD : Mr. Joseph Parisi
c/o Feinberg & McBurney Investment Co. Inc.
409 Route 70 East Suite 126
Cherry Hill, New Jersey 08034

TENANT : Shipping Shop Incorporated
3 Woodleigh Drive
Cherry Hill, New Jersey 08003

PHONE #: 609-795-3606 **SS#:** 22 3324157

STORE NO : Eight (8)
STORE ADD.:

SQUARE FT.: 1200 square feet

Security $1400 - Pd
1st Mos Rent 900 - Pd
Oct + Nov. 94 free
Dec - 94 No Rent - Charges only
Jan 94 Rent + Charges

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LEASE

PARTIES

THIS INDENTURE made this 23rd day of September, 1994, by and between Joseph Parisi, hereinafter called the "LANDLORD" and Shipping Shop Incorporated, hereinafter called the "TENANT".

W I T N E S S E T H :

PREMISES

The LANDLORD, in consideration of the rents, agreements, conditions and covenants herein contained, on the part of the TENANT to be paid and performed, hereby demises, rents lets to TENANT and TENANT takes and hires from LANDLORD, the following described premises subject to all present and future restrictions, easements and any and all agreements affecting the premises.

INITIAL

THE STORE in the ~~projected~~ Continental Plaza in the Township of Gibbsboro County of Camden, State of New Jersey, being a store approximately 20' by 60' feet and containing approximately 1200 square feet.

INITIAL

SUBJECT, HOWEVER, to any lateral or forward or rearward deviation in the location of the demised premises provided the general location and dimensions are as set forth on the attached plan, reserving, however, to LANDLORD ~~the right of ingress and egress through the demised premises to parts of the building not hereby demised~~, and also reserving space for all pipes, ducts, wires and the like, leading to and from portions of the building not hereby demised.

INITIAL

INITIAL

TERM

TO HAVE AND TO HOLD for and during the term commencing on the date that LANDLORD serves upon TENANT a certificate certifying that the demised premises are ready for occupancy, or upon the taking of complete or partial possession by the TENANT,

whichever shall first occur, and expiring three (3) years after the Rental Commencement Date as defined in Article "Second" hereof; all the foregoing being subject to such earlier expiration or termination as herein provided; and all upon condition that TENANT pay the rent therefor and conform, observe and comply with each and all the terms, covenants, agreements and conditions as hereinafter provided. The parties agree, on the request of either made on or after the Rental Commencement Date, promptly to execute, acknowledge and deliver an instrument setting forth the dates of the commencement and end of the term.

The parties hereto covenant and agree as follows:

USE

FIRST: Said premises shall be used and occupied for the following purposes and none other:

Retail packaging and shipping store

RENT

SECOND TENANT covenants and agrees to pay LANDLORD as rental for the demised premises the following:

The TENANT shall pay to the LANDLORD a basic rental of $ see addendum in equal monthly installments of $ see addendum on the first day of each calendar month in advance without any set-off or deduction whatsoever, the first monthly installment to be paid at the signing of this Lease. If the Commencement Date is not the first day of a calendar month, rent from the Commencement Date to the first day of the following month shall be apportioned at the annual rent (based on a three hundred sixty day year) and shall be paid in addition to the first monthly installment at the signing of this Lease.

INITIAL

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STORE HOURS

THIRD As one of the inducements for the making of this lease, TENANT hereby agrees, beginning as soon after the commencement of the term as is reasonably possible and continuing during the full remaining term of this lease, to operate its

business in the demised premises; to keep its store open daily for the regular conduct of its business ~~therein during the same hours at least as are customarily employed by other similar stores in the vicinity of the demised premises~~, and to keep and maintain the show window displays in an attractive and dignified manner; PROVIDED HOWEVER, that TENANT shall be under no obligation to keep said store open on Sundays or Holidays, or on days when it is customary for other stores in Gibbsboro New Jersey, to keep closed, or when it is recognized business practice to keep closed. ~~TENANT hereby agrees to join with the other tenants in the shopping center in any endeavor to formulate~~ a common plan of store hours and business days; and if TENANT and said other tenants shall arrange such common plan, then the store hours and business days of TENANT'S store on the demised premises, in lieu of the store hours and business days hereinabove set forth in this Article, shall be those prescribed by said common plan during the continuance thereof. It is further agreed that no failure by TENANT to keep said store open for business by reason of the elements, fire, labor disturbances or other causes beyond the control of TENANT shall be deemed a ~~breach by TENANT of the term of this Article.~~

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COVENANTS

FOURTH TENANT covenants throughout the terms hereof;

(a) Not to assign, mortgage, pledge, or encumber this lease or any part thereof, nor let or underlet the demised premises or any part thereof, nor permit the premises or any part thereof to be occupied or used for any purpose other than as herein specified, without the prior written consent of LANDLORD in each instance first had and obtained. The sale, transfer or assignment of a controlling interest in the TENANT shall be deemed an assignment;

(b) ~~to install and connect a water meter~~ and to pay as additional rent, all water charges when due;

(c) to pay any sewer rent, charge or other levy imposed upon the demised premises or the realty of which it forms a part;

(d) to execute and comply with all laws, and with all rules, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers, and

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with all rules, directions, requirements and recommendations of the local board of fire underwriters and the fire insurance rating organization having jurisdiction over the area in which the demised premises are situated, or other bodies or agencies now or hereafter exercising similar functions in the area in which the demised premises are situated, in any way pertaining to the demised premises or the use and occupancy thereof, or pertaining to any signs erected by TENANT outside the premises, and whether directed to LANDLORD or TENANT;

(e) to keep the demised premises, inside and outside, and all fixtures and equipment therein, and all signs of TENANT erected outside thereof, in good repair, order and condition, making all repairs thereof as may be required or necessary, all repairs to be of the same quality, design and class as the original work; but the provisions of this, and the preceding subdivision of this Article shall not require TENANT to make repairs to the structural parts of the building, hereby defined to mean bearing walls, beams and roof, unless the condition necessitating such repairs to structural parts shall have been caused by TENANT, its agents, servants or invitees, it being agreed, however, that store fronts and bulkheads shall not be deemed structural parts of the building within the meaning of the foregoing;

(f) to permit LANDLORD to enter and examine the premises and make measurements and necessary repairs therein but nothing herein contained shall impose upon LANDLORD any obligations, responsibility or liability whatsoever for the care, supervision or repair of the demised premises, the building of which the same form a part or the appurtenances thereof, except as herein expressly set forth;

(g) to allow a notice "For Sale" or "To Let" to be placed and remain on the premises during six (6) months next prior to the expiration of the term, and to allow persons to enter and examine the premises;

BK INITIAL

(h) not abandon ~~or leave~~ the premises ~~unoccupied or vacant~~ at any time;

MT INITIAL

(i) not to place, erect or maintain any marquee, awnings, placard or sign of any kind in or about the windows, doors, walls, roof, entrance ways or any other portion of the premises without the LANDLORD'S prior written consent;

INITIAL

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(j) to keep the sidewalks and gutters adjacent to the demised premises clear of obstruction and free from ~~ice, snow~~, dirt and rubbish; caused by Tenant

(k) to make no alterations, additions or improvements in or to demised premises without LANDLORD'S prior written consent in each instance first had and obtained, except that TENANT may make alterations to the interior parts of the demised premises which do not involve, affect or require work upon structural parts of the building, store fronts or the duct work for heating and ventilating or any extension or enlargement of any such duct work;

(l) at the expiration or termination of this lease, without requiring LANDLORD to give any notice, to surrender the premises to LANDLORD with all equipment thereon and improvements thereto (excluding, however, TENANT'S movable furniture and trade fixtures), in broom clean condition and in good order and repair, except as TENANT is prevented from doing so by reason of damage or destruction by fire or other hazard, and to repair any injury done to the demised premises by the installation or removal of furniture or fixtures;

(m) not to use or occupy the demised premises so as to require alterations or additions to be made thereto or to the building of which the same form a part, by reason of any law or any rule, order, requirement or direction of any governmental agency or officer having jurisdiction, or any rule, requirement or direction of the local board of fire underwriters or of the fire insurance rating organization or bodies of similar function, hereinabove described;

(n) not to disfigure or deface the demised premises or the building in which the same are located and not to permit or suffer any waste or any nuisance, or allow the premises to be used for any unlawful purpose;

(o) to keep the show window lights and outside electric signs illuminated from Dusk until 11:00 p.m. of each day except when prevented from doing so by causes beyond the control of TENANT.

PLATE GLASS

FIFTH TENANT agrees to replace any plate glass which may be broken or damaged during the term of this lease except where damaged in fire or other hazard which is comprehended within the so-called "extended coverage" endorsement on a fire policy, whether or not LANDLORD carries any so-called "extended coverage" insurance. TENANT agrees to carry insurance against loss of such plate glass and to supply a certificate of insurance to the LANDLORD.

INDEMNIFICATION & PUBLIC LIABILITY INSURANCE

SIXTH The Tenant hereby agrees to defend and save the Landlord harmless and indemnify it from all injury, loss, claims or damage (including attorneys' fees and disbursements incurred by the Landlord in conducting an investigation and preparing for and conducting a defense) to any person or property arising from, related to or in any way connected with the use or occupancy of the premises or the conduct or operation of the Tenant's business.

To maintain with responsible companies approved by the Landlord:

(a) Comprehensive general liability insurance against all claims, demands or actions for injury to or death of person or property to the limit of not less than $5,000,000.00 per occurrence and/or in the aggregate including products liability and independent contractors' coverage with broad form endorsement arising from, related to or in any way connected with the conduct and operation of the Tenant's business in the premises or caused by actions or omissions to act where there is as duty to act of the Tenant, its agents, servants and contractors, which insurance shall name the Landlord, its agents, servants, employees, contractors, licensees and invitees as additional insureds.

(b) If there is a boiler or major refrigeration equipment or pressure object or other similar equipment in the premises, steam boiler, air conditioning and machinery insurance written on broad form basis to the limit of $300,000.00.

(c) Fire insurance with extended coverage, vandalism, malicious mischief, sprinkler leakage and flood endorsements attached

as the Landlord reasonably may from time to time approve or require covering all fixtures and equipment, stock in trade, furniture, furnishings, improvements or betterments installed or made by the Tenant in, on or about the premises to the extent of at least 100% of their replacement value without deduction for depreciation but in any event, in an amount sufficient to prevent the Tenant from becoming a co-insurer under provisions of applicable policies.

(d) Workmen's compensation, disability and such other similar insurance covering all persons employed in connection with the Tenant's work and with respect to whom, death or bodily injury claims could be asserted against the Tenant, Landlord or the Premises.

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~~(e) War risk insurance as and when available from the United States of America or an Agency thereof; and~~

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~~(f) Rental income insurance payable to the Landlord in case of loss caused by a casualty against which insurance is required hereunder in an amount not less than rent becoming due hereunder with respect to the twelve (12) month period following any casualty.~~

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All of said insurance shall be in form and with deductibles satisfactory to the Landlord and shall provide that it shall not be subject to cancellation, termination or change except after at least ninety (90) days' prior written notice to the Landlord. In the case of boiler and machinery insurance and rental income insurance, the policy(ies) shall cover the Landlord as an additional insured and shall provide that losses sustained by the Landlord shall be adjusted by and payable to the Landlord. All policies required pursuant to this Paragraph or duly executed duplicates of same shall be deposited with the Landlord not less than ten (10 days prior to the day the Tenant begins its work and upon renewals of said policies not less than fifteen (15) days prior to the expiration of the term of such coverage. All such policies shall be delivered with satisfactory evidence of the payment of the premium therefore. The Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them respectively or required to be carried, the party carrying or required to carry such insurance and suffering said loss releases the other of and from any and all claim with respect to such loss, and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account

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thereof. In the event that an extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of the other party this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Paragraph shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party from liability for claims.

The Tenant agrees at the Tenant's own expense to maintain in full force and effect during the lease term, a policy(ies) of comprehensive liability insurance including property damage written by one or more responsible insurance companies which will insure the Tenant and Landlord (and such other persons, firms or corporations as may be designated by the Landlord) against liability for injury to persons and property damage and death of any person(s) occurring in or about the premises. The bodily injury insurance shall have a policy limit of not less than $1,000,000.00 per occurrence, and the property damage liability insurance shall have a policy limit of not less than $100,000.00 per occurrence. If in the considered opinion of the Landlord's insurance advisor the amount of such coverage is deemed inadequate at any time during the lease term, the Tenant agrees to increase said coverage to such reasonable amounts as the Landlord's advisor shall deem adequate. As long as premium is competitive and deemed necesary by both parties

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The Tenant shall also maintain and keep in force plate glass insurance coverage on all exterior plate glass in the premises. The insurance required by this Paragraph may be covered by general policies covering all of the Tenant's stores. The Tenant shall provide the Landlord with certificates of all such insurance policies including an endorsement requiring the company writing such policy to give the Landlord at least twenty (20) days' notice in writing in advance of any cancellation or lapse of such policy or the effective date of any reduction in the amount of coverage under such policy.

All public liability property damage and other casualty insurance policies obtained by the Tenant pursuant to this subparagraph shall be written as primary insurance and not contributing with separate coverage which the Landlord may carry shall name the Landlord as an additional insured and shall contain cross-liability endorsements. If the Tenant fails to comply with this

paragraph, the Landlord shall have the right to obtain any such insurance and to pay the premiums therefore and in such event, the entire amount of such premiums shall be immediately due and payable by the Tenant to the Landlord.

MECHANIC LIEN

SEVENTH TENANT shall have no power to do any act or make any contract which may create or be the foundation of any lien upon the revision of LANDLORD or LANDLORD'S overlandlord, the premises herein demised or the building or improvements of which said premises are a part. If any mechanics or other lien or order for the payment of money or any notice of intention to file a lien shall be filed against the demised premises, or the building or improvement of which said premises form a part, by reason of or arising out of any labor or material furnished or alleged to have been furnished, or to be furnished to or for the demised premises or any occupant thereof or for or by reason of any change, alterations or addition or the cost or expense thereof, or any contract relating thereto, or against the interest of LANDLORD or of LANDLORD'S overlandlord, TENANT shall cause the same to be canceled and discharged of record by bond or otherwise as allowed by law at the expense of TENANT within Five (5) days after the filing thereof; and TENANT shall also defend on behalf of LANDLORD and LANDLORD'S overlandlord, at TENANT'S sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, liens, or orders, and TENANT will pay any damages and satisfy and discharge any judgment entered thereon and save harmless LANDLORD and LANDLORD'S overlandlord from any claim or damage resulting therefrom.

COVENANT PERFORMANCE

EIGHTH The failure of LANDLORD to insist in any one or more instances upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such covenant or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by LANDLORD of minimum, percentage or additional rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by LANDLORD of any provision hereof shall be deemed to have been

made unless expressed in writing and signed by LANDLORD. The receipt by LANDLORD of any installment of the minimum rent hereunder or of any percentage or additional rent shall not be a waiver of any other minimum, percentage or additional rent due.

DEFAULT; REMEDIES

NINTH (1) Each of the following shall be deemed a default by TENANT and a breach of this lease, namely:

(a) a failure on the part of the TENANT to pay any installment of rent or to pay any additional rent shall be deemed a default by the TENANT and a breach of this Lease.

(b) a failure on the part of TENANT to observe or perform any of the other terms, covenants or conditions of this lease on the part of TENANT to be observed and performed, which failure persists after the expiration of Twenty (20) days from the date LANDLORD gives written ~~or oral~~ notice to TENANT calling attention to the existence of such failure; PROVIDED, HOWEVER, that if the matter which is the subject of the notice is of such a nature that the same cannot reasonably be corrected within Twenty (20) days, then no default shall be deemed to have occurred if TENANT before the expiration of the Twenty (20) day period from the date of giving of the aforesaid notice by LANDLORD commences the curing of the default and diligently prosecutes the same to completion.

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(2) In the event of any default by TENANT as hereinabove provided in this Article, LANDLORD at any time thereafter may, at its option, give TENANT ten (10) days written notice of intention to end the term of this lease and thereupon at the expiration of said ten (10) the term of this lease shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term and TENANT will then quit and surrender the demised premises to LANDLORD, but TENANT shall remain liable as hereinafter provided.

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(3) If the notice provided for in "(2)" of this Article shall have been given and the term shall expire as aforesaid, or if TENANT shall abandon the demised premises, or if this lease shall be taken from TENANT as a result of any execution against TENANT in any proceeding in which TENANT shall

have no appeal or further appeal, then and in such event LANDLORD may declare the remaining rents thereafter to come due for the balance of the term of this lease and, without notice, re-enter the demised premises either by force or otherwise and dispossess TENANT by summary dispossess proceedings or otherwise, and TENANT or other occupant or occupants of the demised premises will remove their 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.

In case of any default, re-entry, expiration and/or dispossess by summary dispossess proceedings or otherwise:

(a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as LANDLORD may incur from legal expenses and attorneys' fees, including those incident to the recovery of possession, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental;

(b) LANDLORD may relet the premises or any part or parts thereof, either in the name of LANDLORD or otherwise, for a term or terms which may at LANDLORD'S option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease ~~and may grant concessions or free rent without thereby in any way affecting TENANT'S liability for the rental payable hereunder for the period of concession or free rent;~~ and/or

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(c) TENANT shall also pay LANDLORD as liquidated damages for the failure of TENANT to observe and perform said TENANT'S covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as LANDLORD may incur in connection with the recovery of possession of the premises reletting, such as, but not limited to, legal expenses, attorneys' fees, brokerage and for keeping the demises premises in good order or for preparing the same for reletting. Any such

liquidated damages shall be paid in monthly installments by TENANT on the rent days 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 rights of LANDLORD to collect the deficiency for any subsequent month by a similar action or proceeding. LANDLORD and LANDLORD'S option may make such alterations and/or decorations in the demised premises as LANDLORD in LANDLORD'S sole judgment considers advisable and necessary for the purpose of reletting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release TENANT from liability hereunder as aforesaid. LANDLORD shall in no event be liable and TENANT'S liability shall not be affected or diminished in any way whatsoever for failure to relet the demised premises, or in the event that the demised premises are relet, for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by TENANT of any of the covenants or provisions hereof, LANDLORD, shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary dispossess proceedings and other remedies were not herein provided for. Mention in this lease of any particular remedy shall not preclude LANDLORD from any other remedy, in law or in equity.

If LANDLORD shall enter into and repossess the said premises by reason of the default of TENANT in the performance of any of the terms, covenants or conditions herein contained, then and in that event, TENANT hereby covenants and agrees that TENANT shall not claim the right to redeem or re-enter the said premises or restore the operation of this instrument, and TENANT hereby waives the right to such redemption and re-entrance under any present or future law, and does hereby further, for any party claiming through or under TENANT, expressly waive its right, if any, to make payment of any sum or sums of rent, or otherwise, of which TENANT shall have made default under any of the covenants of this lease, and to claim any subrogation to the rights of TENANT under these presents, or any of the covenants thereof, by reason of such payment.

Any action taken by LANDLORD under this Article shall not operate as a waiver of any right which LANDLORD would otherwise have against TENANT for rent hereby reserved or otherwise, and TENANT

shall remain responsible to LANDLORD for any loss and/or damage suffered by LANDLORD by reason of TENANT'S default or breach. The words "Re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

BANKRUPTCY

TENTH In the event of:

(a) The filing of a petition by or against TENANT for adjudication of TENANT as a bankrupt under the Federal Bankruptcy Act as now or hereafter amended or supplemented, or for re-organization of TENANT within the meaning of Chapter X of the Bankruptcy Act, or for an arrangement within the meaning of Chapter XI of the Bankruptcy Act, or the filing of any petition by or against TENANT under any future bankruptcy act for the same or similar relief;

(b) the dissolution, or the commencement of an action for the dissolution, or liquidation of TENANT, or for the appointing of a receiver or trustee of a substantial portion of the property of TENANT, whether instituted by or against TENANT;

(c) the taking possession of the property of TENANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of TENANT;

(d) the making by TENANT of an assignment for the benefit of its creditors, this lease shall ipso facto terminate and

LANDLORD shall immediately without notice or other action by it become entitled to recover of TENANT and TENANT hereby agrees to pay to LANDLORD as liquidated damages arising by reason of such termination, an amount equal to the difference between the rent and additional rent reserved in this lease from the date of such termination to the date of the expiration of the original term hereby demised, and the then fair and reasonable rental value of the premises for the same period. In the computation of such damages the difference between any installment of rent becoming due after such termination and the fair and reasonable rental value of the premises for the period for which such installment was payable, shall be discounted to the date of such termination at the rate of four percent (4%) per annum.

If before presentation of proof of such liquidated damages, the premises, or any part thereof, be let by LANDLORD for a period which but for such termination would constitute part of the original term of this lease, the amount of rent reserved upon such reletting shall, in the absence of evidence to the contrary, be deemed to be the fair and reasonable rental value during the term of such reletting for the part or the whole of the premises so relet.

DEFAULT CONTINUANCE

ELEVENTH If TENANT shall continue in default in the performance of any of the covenants or agreements herein contained after the time limited for the curing thereof, as aforesaid, then LANDLORD may perform the same for the account of TENANT. Any amount paid or expense or liability incurred by LANDLORD in the performance of any such matter for the account of TENANT shall be deemed to be additional rent and the same (together with interest thereon at the rate of six percent (6%) per annum from the date upon which any such expense shall have been incurred) may, at the option of LANDLORD, be added to any rent then due or thereafter falling due hereunder.

Nothing contained herein shall be construed to postpone the right of LANDLORD immediately upon expending such sums to collect such sums with interest by action or otherwise.

TENANT LIABILITY

TWELFTH LANDLORD shall have the right to apply any payments made by TENANT to the satisfaction of any debt or obligation of TENANT to LANDLORD, according to LANDLORD'S sole discretion and regardless of the instructions of TENANT as to application of any such sum, whether such instructions be endorsed upon TENANT'S check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by LANDLORD of a check or checks drawn by others than TENANT shall in no wise affect TENANT'S liability hereunder nor shall it be deemed an approval of any assignment of this lease by TENANT.

NOTICES

THIRTEENTH All notices to TENANT may be sent by certified or registered mail addressed to TENANT at the demised premises or such other address as TENANT shall hereafter from time to time designate in writing. All notices to LANDLORD shall be sent by certified or registered mail addressed to LANDLORD Joesph Parisi c/o Feinberg & McBurney, 409 Route 70 East Suite 126 Cherry Hill, N.J. 08034 and LANDLORD hereby requests that all rental becoming due hereunder shall be paid to LANDLORD c/o Feinberg & McBurney 409 Route 70 East Suite 126, Cherry Hill, N.J. 08034 until further notice in writing is given to TENANT. All notices properly addressed shall be deemed served upon the date of their registration with the postal authorities.

UTILITIES SUPPLY

FOURTEENTH It is agreed that LANDLORD does not hereby undertake to supply heat, light, gas, power or any other service or utility, to or for the demised premises.

DAMAGE TO PREMISES

FIFTEENTH It is hereby agreed that in the event during the term herein demised the shopping center of which the demised premises form a part shall be damaged or destroyed by fire or by any hazard which is normally comprehended within the so-called "extended coverage" endorsement on a fire policy to the extent of not more than fifty percent (50%) of the then replacement value of the shopping center, this lease shall not terminate, but the premises shall be repaired, restored or rebuilt as speedily as may be reasonably possible by and at the expense of LANDLORD; and the minimum rental reserved hereunder shall cease for such period as the demised premises shall be wholly untenantable and such minimum rental shall be reduced by a just and reasonable amount for such period as said premises shall be partially untenantable, and no penalty shall accrue against LANDLORD for reasonable delays resulting from adjustment of fire insurance loss or for delays which result from labor troubles or any other cause, event or circumstances beyond LANDLORD'S control. If the shopping center of which the demised premises shall be damaged or destroyed by a hazard other than fire or one comprehended within such so-called "extended coverage" endorsement in a fire policy

or if the same shall be damaged or destroyed by fire or by any hazard which is comprehended within the so-called "extended coverage" endorsed on a fire policy to the extent of more than fifty (50%) percent of the then replacement value of the shopping center, then the foregoing provisions of this Article shall govern, nevertheless, unless within sixty (60) days after the occurrence of the casualty LANDLORD shall notify TENANT of its election to terminate and cancel this lease, in which event this lease shall accordingly terminate on the tenth day after the service of said notice; and pending the exercise, if any of such right of repairs of the damage shall be and is hereby suspended.

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If Tenant is not able to open and operate his store for business in the center for an extended period of time, the Tenant will have the right to cancel this lease.

ADDITIONAL FIRE INSURANCE

SIXTEENTH Without limiting any of the other covenants or agreements of the TENANT herein contained but in addition thereto, the TENANT agrees not to do or permit anything to be done which will be in conflict with any provision of or violate any policy of fire insurance on the building or do or permit to be done any act or thing because of which, any insurer shall cancel any such policy on the building or on the property of the LANDLORD therein. If because of anything done on the Demised Premises whether it be the conduct of the business permitted by Article "FIRST" hereof or otherwise, the fire insurance rate on the building or any property of the LANDLORD therein shall be increased over the rate which would prevail for the said building and property on the basis of the Demised Premises being utilized for a retail business carrying the lowest rate of fire insurance according to the local fire insurance rating organization or other body exercising similar functions, then and in that event, the TENANT agrees to pay as additional rental any increase in the LANDLORD'S insurance premiums consequent upon such increase in the rate. A schedule of "make up" of insurance rates for the building of which the Demised Premises form a part issued by the local fire insurance rating organization or similar body as aforesaid shall be prima facie evidence of the facts therein stated and of any changes in the fire insurance rate applicable to the premises. In the event the TENANT'S operation or exposure shall constitute a greater risk and cause the Fire Coverage to be rated at a higher premium for the entire complex, the TENANT shall pay the increased amount of premium cause by the additional risk to the entire complex.

— or as set forth in the attached addendum.

ENTIRE AGREEMENT

SEVENTEENTH LANDLORD has made no representations or promises with respect to the demised premises except as herein expressly set forth, This lease contains the entire agreement between the parties hereto; and any agreement hereafter made shall not operate to change, modify, terminate or discharge this lease in whole or in part unless such agreement is in writing and signed by the party sought to be charges therewith.

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ADDITIONAL RENTAL

EIGHTEENTH Whenever under the terms of this lease any sum of money is required to be paid by TENANT in addition to the rental herein reserved, and said additional amount so to be paid is not designated as "additional rental", or provisions not made in the Article covering such payment for the collection of said amount as "additional rental", then said amount shall nevertheless, at the option of LANDLORD, if not paid when due, be deemed "additional rental" and collectible as such with any installment of rental thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder, or limit any other remedy of LANDLORD.

LIABILITY

NINETEENTH As long as Landlord is not negligent, LANDLORD shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain, or snow which may leak or issue from any part of the building or from pipes, appliances or plumbing works of the same, or from sewers or the street or sub-surface, or from any other place, by dampness or other cause of nature whatsoever. It is further agreed that neither LANDLORD or LANDLORD'S agents shall be liable for any damage to persons or property caused by other persons, nor for interference with light, air or other incorporeal hereditaments or caused by operations or construction of any public or quasi-public work.

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SAVE AND HOLD HARMLESS

TWENTIETH TENANT shall keep, save and hold harmless the LANDLORD from any and all damages and liability for anything and everything whatsoever arising from or out of the occupancy by, or

under, TENANT, and from any loss, fine, recovery or damage arising from any fault or negligence by TENANT, or any failure on TENANT'S part to comply with any of the covenants, terms and conditions herein contained.

SUBORDINATION

TWENTY-FIRST This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the real property of which the demised premises form a part or LANDLORD'S leasehold interest therein, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, TENANT shall execute promptly any certificate that LANDLORD may request. TENANT hereby constitutes and appoints LANDLORD the TENANT'S attorney-in-fact to execute any such certificate or certificates for and on behalf of TENANT.

CONDEMNATION

TWENTY-SECOND If the whole or any part of the demised premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the term of this lease shall cease and terminate from the date of title vesting in such proceeding and TENANT shall have no claim to any part of the award.

POSSESSION

TWENTY-THIRD So long, but only so long, as LANDLORD remains vested with LANDLORD'S present interest or title in and to the demised premises, LANDLORD covenants that TENANT, upon paying the rent, as herein reserved, and performing all the covenants and agreements herein contained on the part of TENANT, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised, without hindrance or molestation by said LANDLORD.

COMMON USE AREA AND FACILITIES

TWENTY-FOURTH The LANDLORD hereby grants to the TENANT in common with the LANDLORD and other tenants, their respective invitees and licensees the right to utilize the parking area in said shopping center subject to the conditions hereinafter provided. The TENANT hereby agrees that said parking area will not be used by any of its employees except to park in such areas as are designated for employee parking. The TENANT further agrees that it, its invitees and licensees will not utilize said parking area for the permanent garaging of any vehicle or for overnight parking. Except as described in the attached addendum.

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COVERED WALK

TWENTY-FIFTH TENANT understands that LANDLORD may plan to erect a covered walk in front of the stores of said shopping center, including the demised premises, for the protection of customers and others entering and leaving the several stores in said center during the inclement weather.

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TENANT hereby consents to the erection of such covered walk if LANDLORD elects so to do; and if said covered walk is erected,

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TENANT hereby agrees that the same may be removed by LANDLORD in whole or in part during the term hereof without in any way thereby affecting this lease or TENANT'S liability hereunder.

As long as new covered walk does not interfere with Tenant business operation for an extended period of time.

OPERATING EXPENSES: ADDITIONAL RENTAL

TWENTY-SIXTH In addition to the Basic Annual Rental, the TENANT shall pay to the LANDLORD as additional rent its proportionate share of all operating expenses. The TENANT shall pay to the LANDLORD in addition to the Basic Rent on the first day of each calendar month one-twelfth (1/12) thereon. The operating expenses shall include all costs normally incurred in the maintenance and operation of a shopping center including the grounds and parking areas (excluding interest or amortization payments on any mortgage) and shall include such items as follows: real estate taxes assessed on the improvements, the land underlying same, parking areas or other common elements including any assessments for municipal improvements; all costs and expenses directly related to the operation of the shopping center including lighting; cleaning; insuring; removing snow,

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for the herein described shopping center.

ice and debris; and policing and regulating traffic in the area immediately adjacent to the shopping center; all costs and expenses of repairing; replacing; paving curbs, walkways, landscaping; and repairs required to keep the building(s) in first-class condition; electricity and fuel utilized in lighting, heating, ventilating and air conditioning; maintenance of mechanical and electrical equipment including lighting, heating, ventilating and air conditioning equipment; wages including all taxes payable by the LANDLORD thereof and fringe benefits; water and sewer rents; charges and stand-by fees; reasonable accounting fees; any other expenses charged which would be considered an expense of maintaining, operating or repairing the premises under sound accounting principles; and all premiums for casualty (including loss of rental income), comprehensive general liability, workers' compensation and any other insurance pertaining to the building and surrounding grounds together with an ~~administrative fee of fifteen percent (15%) of the gross amount of all~~ expenditures made by the LANDLORD as operating expenses. Within ninety (90) days of the expiration of each proportionate share of the operating expenses or as soon thereafter as practicable, the LANDLORD shall furnish the TENANT with a written statement of the actual operating expenses incurred for the year. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of the operating expenses is greater than the amount actually incurred, the excess amount shall be applied by the LANDLORD as a credit upon the TENANT'S future obligation to pay said operating expenses. In the event such statement discloses that the additional rent paid by the TENANT as the TENANT'S proportionate share of operating expenses is less than the amount actually incurred, the TENANT shall reimburse LANDLORD for such amount within twenty (20) days after receipt of such statement. The term "TENANT'S Proportionate Share" means 10.7 per cent (10.7 %) being the ratio of the TENANT'S rentable area (1200 square feet) to the total amount of rentable area (11,200 square feet) available to the building whether occupied or not.

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HOLDING OVER

TWENTY-SEVENTH If the TENANT shall with the consent of the LANDLORD hold over after the expiration of the term hereof, such tenancy shall be deemed a month-to-month tenancy, which tenancy may be terminated as provided by applicable State law. During such tenancy, the TENANT agrees to pay to LANDLORD the fair

market value for the leased space as reasonably determined by the LANDLORD and to be bound by all of the terms and conditions herein. If the LANDLORD shall not give consent to such hold-over by the TENANT, such tenancy may be terminated as above provided and until the TENANT has vacated the leased space, it agrees to pay to the LANDLORD rent at a monthly rental double the rates provided by the LANDLORD at the expiration of the term of this lease.

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If Tenant holdover is not with consent of the Landlord, the Landlord is permitted to all remedies allowed by law including but not limited to rental and possesion.

NEW STORE RADIUS

TWENTY-EIGHTH TENANT hereby agrees that neither TENANT nor any company associated or affiliated with TENANT will either directly or indirectly during the term herein demised open any new stores for the same business as permitted to TENANT hereunder, or one substantially similar thereto, within a radius of three (3) miles from the premises herein demised, it being agreed that the foregoing prohibition relates specifically to the opening of new stores and not to the continuance of stores in existence in said area at the time of the commencement of the term hereof.

DEFAULT, NOTICE

TWENTY-NINTH No default on the part of LANDLORD hereunder shall be deemed to have occurred until LANDLORD shall have been given notice by TENANT of the same length of time and with like opportunity to correct the default as is provided to be given to TENANT by LANDLORD where the default is other than in the payment of rent prior to the service of any further notice by LANDLORD upon TENANT of intention to end the term.

RECORDING OF LEASE

THIRTIETH TENANT covenants not to place this lease on record without the consent of LANDLORD. At the request of TENANT, LANDLORD will execute a memorandum for recording purposes setting forth the premises herein demised and the term thereof, but to contain no other provisions.

MEASUREMENTS OF DEMISED PREMISES

THIRTY-FIRST With respect to measurements for the demised premises indicated on the plan attached hereto, it is agreed that such measurements are to be taken from the center line of dividing partitions, except that where any boundary consists of an exterior wall the measurements shall be taken from the exterior surface of the exterior wall. Wherever reference is made herein to any area (whether basement space or otherwise), the area shall be computed by reference to lines enclosing the space drawn in accordance with the method of linear measurements set forth in the preceding sentence.

LEASE UNMODIFIED

THIRTY-SECOND The TENANT agrees at any time and from time to time, upon not less than ten (10) days prior written request by the LANDLORD, to execute, acknowledge and deliver to the LANDLORD a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by prospective purchaser of LANDLORD'S interest or mortgage of LANDLORD'S interest or assignee of any mortgage upon LANDLORD'S interest in the demised premises.

FIRST MONTH'S RENT

THIRTY-THIRD Contemporaneously with the execution of this lease, TENANT shall pay to the LANDLORD the first month's rent in advance, which shall be applied against the first months' rent when the same comes due in accordance with Paragraph Second hereof.

SECURITY DEPOSIT

THIRTY-FOURTH The TENANT has deposited with the LANDLORD the sum of $ 1900.00 , receipt of which is hereby acknowledged by the LANDLORD as security for the full and faithful performance of all the covenants and conditions contained herein during the term of this lease and any extension

or renewal thereof. The rights and remedies reserved to the LANDLORD under this lease being cumulative, in the event of a default by the TENANT the LANDLORD shall not be required to resort to the security before exercising any other remedy available to it under this lease or by law. The said security shall be refunded without interest to the TENANT within ten (10) days following the expiration of this lease or any renewal or extension thereof, provided the TENANT has kept and performed all of said terms and conditions. In no event, except when the LANDLORD elects at its own sole option to do so, may the TENANT set off or apply the amount so deposited against any rent owing by the TENANT to the LANDLORD hereunder. In the event of any sale, transfer or lease of the building and the land on which the building is erected, or of the building or any sale or transfer of any such lease, LANDLORD may transfer or assign said security to the vendee, transferee, or lessee, as the case may be, and the LANDLORD thereupon shall be released from all liability for the repayment of said security and TENANT in each instance shall look solely to such vendee, transferee, or lessee as the case may be, for the repayment of said security. The provisions hereof shall apply to each such sale, transfer or lease and to each such transfer or assignment of said security. TENANT further covenants that TENANT will not assign or encumber or attempt to assign or encumber the security deposited herein and that neither LANDLORD nor its successors or assigns shall be bound by any assignment or encumbrance, attempted assignment or attempted encumbrance. Furthermore, if the interest of the LANDLORD, under this lease, shall become subject to the lien of any bona fide mortgagee or mortgagees, the TENANT agrees that TENANT will not look to such mortgagee or mortgagees for the return of all or any part of the security deposit regardless of whether such mortgagee or mortgagees shall come into possession of the demised premises as a result of any default of the LANDLORD and/or the LANDLORD'S overlandlord.

OPTIONS

THIRTY-FIFTH So long as the Tenant has not at any time defaulted in the discharge of any covenant, duty or obligation imposed upon the Tenant by the terms of the within Lease regardless of whether or not said default has been waived by the Landlord and in the further event that the Tenant is not in default at the time(s) the Tenant is entitled to exercise any option(s) granted herein, the LANDLORD hereby grants to TENANT ~~three (3)~~ option(s) to renew the term of this lease for ~~three (3)~~ additional

term(s) of three (3) years each, subject to the same terms, costs and conditions as are hereinstated, with a minimum increase of ten (10%) percent for each option except that during any renewal term(s), the basic annual rent payable under this lease shall be adjusted by the percentage of increase, if any, in the Cost of Living index published by the U.S. Department of Labor for retail consumers in the U.S. (The base figure for the cost of living index shall be that published for the month for which the first rent under this lease is paid and the index to which the rent shall be adjusted shall be the one published for that month which is three months prior to the expiration of the term during which the first option, or any succeeding option, may be exercised). The exercise of any option(s) provided for in this paragraph shall be by a writing signed by the TENANT (and any guarantor of the TENANT) sent by registered or certified mail, return receipt requested, to the LANDLORD not prior to the last year of the then current term of this lease nor later than three (3) months prior to the expiration of the then current term.

OCCUPANCY

THIRTY-SIXTH LANDLORD agrees that LANDLORD will in good faith attempt to have the demised premises ready for occupancy as provided in Paragraph Second on or about October 1, 1994. LANDLORD further agrees that as part of completing the demised premises, the LANDLORD will perform, at LANDLORD'S sole cost and expense, all work which is called for in Schedule "A" annexed to this lease. In the event the LANDLORD does not complete the LANDLORD'S work on or before the date above stated, the LANDLORD agrees diligently to continue the LANDLORD'S work in order to complete the demised premises as soon thereafter as possible. However, if for any reason the demised premises are not completed within six (6) months after such date, either party hereto may terminate this lease whereupon all advanced rentals and security deposit paid hereunder shall be refunded to the TENANT and thereafter there shall be not further liability between the parties. It is understood that LANDLORD'S right to lease hereunder is subject to the right of Mortgagee to approve plans for all improvements to be placed in the shopping center. LANDLORD agrees diligently to attempt to obtain such approval as soon as the plans have been completed. If said plans are not approved within thirty (30) days after the same have been completed, this lease shall terminate whereupon all

advance rentals and security deposits paid hereunder shall be refunded to the TENANT and thereafter there shall be no further liability between the parties.

STRUCTURAL RESPONSIBILITY

THIRTY-SEVENTH Except as provided elsewhere in this lease, TENANT shall, at TENANT'S expense, maintain, replace and repair the interior ~~and exterior~~ of the building on the demised premises and the fixtures and heating, ventilating, air conditioning, electrical and plumbing equipment therein, except as hereinafter required to be done by LANDLORD. TENANT shall also maintain and repair any improvements or additions to the building made by TENANT and shall replace glass broken during all terms, unless the breakage is caused by latent defects in the demised premises, with glass of the same size and of not lower quality than that broken. TENANT shall not clog any plumbing, sewers, waste pipes, drains or water closets used by TENANT. TENANT shall also, at TENANT'S expense, repair all damages to the driveways and doors and door frames caused by TENANT'S use. Any landscaping desired by TENANT shall be put in and maintained by TENANT at its expense. If TENANT fails to provide any maintenance or repairs required of TENANT within fifteen (15) days after written notice by LANDLORD and to complete the same within reasonable diligence, then LANDLORD may provide such repairs or maintenance for the account of TENANT and the cost thereof shall be added to the next monthly installments of rent payable hereunder and collectible as rent.

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LATE CHARGE

THIRTY-EIGHTH Without limiting or abridging any other remedy provided herein, any payment to be made by the TENANT to the LANDLORD hereunder, whatever designated, shall, if not paid within ten (10) days of the date the same is due, thereafter be paid together with a late charge of five percent (5%) of the amount to have been paid per month or part of a month that the same continues to remain unpaid.

COMMENCEMENT DATE ADJUSTMENT

THIRTY-NINTH If the lease term commences on any day other than the first day of a calendar month, that pro-rata fraction of the

first month's minimum rental based on a 30-day month shall be paid at the end of that portion of the month.

INSURANCE: FIRE

FORTIETH LANDLORD shall, at LANDLORD'S expense, provide and maintain adequate insurance on the demised premises (being not less than eighty percent (80%) of actual replacement value and sufficient to meet co-insurance requirements) against loss or damage by fire, with extended coverage endorsement. TENANT shall reimburse and pay LANDLORD during the term as they become payable, the premiums for such fire insurance (fairly apportioned if lease periods and premium periods do not coincide). Payment of such premiums shall constitute additional rent payable by TENANT to LANDLORD on the first rent payment date not less than thirty (30) days after presentation to TENANT of a receipted bill for such premiums; and in default by TENANT, LANDLORD may collect the same as rent.

CAPTIONS

FORTY-FIRST Any headings preceding the text of the paragraphs and subparagraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

LIMITATION OF LIABILITY

FORTY-SECOND The LANDLORD and the LANDLORD'S Partners shall be under no personal or individual liability with respect to any of the provisions of this lease and if it is in breach or default with respect to its obligations or otherwise under this lease, the TENANT shall look solely to the equity of the LANDLORD in the premises for the satisfaction of the TENANT'S remedies. It is expressly understood and agreed that the LANDLORD'S liability under the terms, covenants, conditions, warranties and obligations of this lease shall in no event exceed the loss of its equity in the premises.

TERMINATION OF LANDLORD'S LIABILITY

FORTY-THIRD The term "LANDLORD" as used in this lease so far as covenants or obligations on the part of the LANDLORD are concerned shall be limited to mean and include only the owner(s) at the time in question of the fee of the Demised Premises. In the event of any transfer(s) of title to such fee, the LANDLORD herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved after the date of such transfer and/or conveyance from all personal liability as respects the performance of any covenants or obligations on the part of the LANDLORD contained in this lease thereafter to be performed provided that any funds in the hands of the LANDLORD contained in this Lease thereafter to be performed provided that any funds in the hands of the LANDLORD or the then grantor at the time of such transfer and/or conveyance in which the TENANT has an interest shall be turned over to the grantee, and any amount then due and payable to the TENANT by the LANDLORD or the then grantor under any provision of this lease shall be paid to the TENANT.

PUBLIC UTILITIES AND REAL ESTATE TAXES

FORTY-FOURTH

(a) TENANT shall supply heat for the demised premises at its expense and shall also pay all charges for gas, steam, electricity, water and other utilities and services, including sprinkler and sewage charges used in connection with the demised premises during the term of this lease. LANDLORD covenants and agrees that all such utilities (including both storm and sanitary sewers) shall be available to the demised premises at the commencement date.

~~(b) The TENANT acknowledges that the demised premises is presently serviced by an "on site" septic system. The TENANT agrees to pay as additional rental to the LANDLORD in the manner and upon the terms set forth in Paragraph Twenty Sixth of this lease, the amount the TENANT would otherwise have paid to the Municipal Sewerage Authority in the event the demised premises was "tied in" to the Municipal Sewerage System. The LANDLORD will maintain the septic system servicing the demised premises at the LANDLORD'S expense so long as it is being utilized by the TENANT. Upon the demised premises being tied into the Municipal Sewerage~~

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System, at the LANDLORD'S expense, the TENANT will thereupon and thereafter be responsible directly to the Municipal Sewerage Authority for the payment of sewer rent.

(Delete any reference in paragraph (a) as to sewer if premises is to be on septic system. If premises is on sewer side of center, delete entire paragraph (b))

TAXES

As additional rent described in Paragraph 26

(c) LANDLORD shall bear the cost of and pay all real estate taxes assessed against the demised premises and the building and improvements thereon and against any entire premises of which the demised premises may be a part. During all terms of this lease, TENANT shall pay LANDLORD for all real estate taxes assessed against the demised premises. Such amount shall constitute additional rent under this lease. If the demised premises are not separately assessed, LANDLORD shall attempt to have them separately assessed. If LANDLORD is unsuccessful the apportionment shall be equitable, and based on rentable square footage in the shopping center.

LANDLORD shall bear the cost of and pay when due all assessments against the demised premises for municipal or public improvements and service facilities.

In consideration of TENANT'S undertaking to reimburse LANDLORD for the real estate taxes on the demised premises, LANDLORD agrees as follows with TENANT with respect to such real estate taxes:

(i) TENANT shall have the right, in good faith, by appropriate proceedings, to contest any assessment or reassessment, or the taxes, or the validity of either, or of any increase in the assessment, or the rate, provided this may lawfully be done, and LANDLORD shall make payment under protest.

(ii) LANDLORD shall, within fifteen (15) days after learning of any increase or change in the assessment, the rate or the taxes, advise TENANT in writing thereof and TENANT shall, within ten (10) days of receipt of said notice from LANDLORD, advise LANDLORD in writing in the event TENANT elects to make a contest.

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(iii) In the contest, TENANT is authorized to act in its own name and in the name of LANDLORD, if legally necessary or desirable to use LANDLORD'S name, and LANDLORD agrees that it will, at TENANT'S request, provided it is not put to any expense thereby, cooperate with TENANT in any way TENANT may reasonably require in connection with such contest.

(iv) Any contest conducted by TENANT hereunder shall be at TENANT'S expense and in the event any penalties, interest or late charges become payable with respect to the taxes as the result of such contest, TENANT shall reimburse LANDLORD for the same.

(v) If TENANT shall have given LANDLORD notice of TENANT'S intent to make such a contest and in the further event that it becomes proper and appropriate for LANDLORD to pay the tax as to which the contest relates, LANDLORD shall nevertheless make the payment under protest.

ECRA COMPLIANCE

FORTY-FIFTH The Tenant shall at the Tenant's own expense comply with the Environmental Clean-Up Responsibility Act N.J.S.A. 13:1K-6, et. seq. and the regulations promulgated thereunder ("ECRA"). The Tenant shall at the Tenant's own expense make all submissions to, provide all information to and comply with all requirements of the Bureau of Industrial Site Evaluation (the "Bureau") of the New Jersey Department of Environmental Protection ("N.J.D.E.P."). Should the Bureau or any other division of N.J.D.E.P. determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term hereof, then the Tenant shall at the Tenant's own expense prepare and submit the required plans and financial assurances and carry out the approved plans. The Tenant's obligations under this Paragraph shall arise if there is any closing, terminating or transferring of operations of an industrial establishment at the premises pursuant to ECRA. At no expense to the Landlord, the Tenant shall promptly provide all information required by the Landlord for preparation of non-applicability affidavits and shall promptly execute such affidavits when requested by the Landlord. The Tenant shall indemnify, defend and save harmless the Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of

hazardous substances or wastes at the premises which occur during the term of this Lease and from all fines, suits, procedures, claims and all actions of any kind arising out of the Tenant's failure to provide all information, make all submissions and take all actions required by the ECRA Bureau or any other division of N.J.D.E.P. The Tenant's obligations and liabilities under this Paragraph shall continue so long as the Landlord remains responsible for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. The Tenant's failure to abide by the terms of this Paragraph shall be restrainable by injunction.

Environmental Reports

1. The Tenant shall promptly provide the Landlord with all documentation and correspondence provided to N.J.D.E.P. pursuant to the Worker and Community Right to Know Act N.J.S.A. 34:5A-1, et. seq. and the regulations promulgated thereunder.

2. The Tenant shall promptly supply to the Landlord with any reports and notices made by the Tenant pursuant to the Hazardous Substance Discharge Reports and Notices Act N.J.S.A. 13:1K-15, et. seq. and the regulations promulgated thereunder.

3. The Tenant shall promptly supply the Landlord with any notices, correspondence and submissions made by the Tenant to N.J.D.E.P., the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA) or any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances.

In the event Landlord should be called upon to agree to an assignment or sublease, the following additional conditions precedent to assignment and sublease must be met.

1. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall at the Tenant's own expense comply with ECRA.

2. The Tenant shall promptly furnish to the Landlord true and complete copies of all documents, submissions and

correspondence provided by the Tenant to the Bureau and all documents, reports, directives and correspondence provided by the Bureau to the Tenant. The Tenant shall also promptly furnish to the Landlord true and complete copies of all sampling and test results obtained from samples and tests taken at and around the premises.

3. As a condition precedent to the Tenant's right to sublease the premises or to assign this Lease, the Tenant shall have received from the Bureau either:

   (a) A non-qualified approval of the Tenant's negative declaration; or

   (b) A non-applicability letter for which the Tenant shall promptly apply pursuant to ECRA.

If this condition, or any other condition stated in the herein Lease shall not be satisfied, then the Landlord shall have the right to withhold consent to sublease or assignment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

Signed, Sealed & Delivered
in the Presence of:

LANDLORD: Joseph Parisi

Joseph M. Parisi

TENANT: Shipping Shop Incorporated

By Bernard R. Jaffe, President 9/23/94

ATTEST

Janice Jaffe

[Seal] JANICE JAFFE, Secretary

THIS FIRST AMENDMENT to the lease agreement dated September 23, 1994 between Joseph Parisi, Landlord, and Shipping Shop Incorporated, Tenant, for store number 8 located in Continental Plaza on Route 561 in Gibbsboro, New Jersey.

1) The base rental for the store is payable on a monthly basis is as follows:

Year One	$900.00/Month	$10,800.00/annual
Year Two	$950.00/Month	$11,400.00/annual
Year Three	$1000.00/Month	$12,000.00/annual

It is understood that these amounts are triple net base rental amounts only. The Tenant is responsible for their pro-rata share of expenses in addition to the base rental amount.

2) It is further understood and agreed that the Tenant will have the first sixty (60) days from the signing of the lease without any rental or charges due. The next thirty (30) days the Tenant will only be responsible for their pro-rata share of the operating expenses. Thereafter the Tenant will be responsible for the total amount of rental and charges due.

3) It is mutually understood and agreed that the Landlord will paint the walls white and replace any missing ceiling tiles in the store. All other work will be done by the Tenant at the Tenants sole cost and responsibility. The Tenant is also responsible for any and all permits and approvals for their work in the store. All contractors doing work in the center must be properly insured and bonded.

4) The Tenant is responsible for the sign box and face plate to be located on the exterior above the store similar to the other store signs. The Tenant must obtain the permit and approval for the sign not to exceed 2' by 13' in size. This is to be done at the sole cost and expense of the Tenant. The Landlord, at the Landlords sole cost and expense, must provide the electric line to the sign box and have it tied into the Tenants electric box.

5) It is mutually understood and agreed that wherever the Landlords consent is required in this lease, said consent will not be unreasonably withheld.

6) Tenant understands and agrees that the Landlord has the exclusive right and discretion to determine the mix of the tenants in the shopping center. By entering into the attached lease, the Landlord has determined that the use of the demised premises set forth herein is consistent with the Tenant mix desired by the Landlord. To the best of the Landlords knowledge the use is permitted by the municipality. However it is the Tenants responsibility to obtain the permit and certificate of occupancy from the municipality.

7) The parties hereto agree that in the event any provision of this lease is contrary to any State or Federal Law, such provision shall be void and unenforceable, but shall not invalidate the remaining provisions of this lease or its addendum(s).

8) It is further agreed that the Tenant will have a company truck for use in the business. The tenant will be permitted to park the truck at the center overnight as long as the truck is operational. The Tenant will hold the Landlord and the Landlords agents harmless from any and all liability regarding the truck.

9) The Tenant will have 15 days from receipt of the key to the premises to inspect and notify the Landlord if any repairs or replacements are needed for any of the mechanicals, including plumbing, for the store. The Landlord will be responsible, at the Landlords cost, if any repairs or replacements are required. The Tenant must notify the Landlord in writing within this time period or the Landlords responsibility will expire.

10) It is agreed that Feinberg & McBurney Investment Co. Inc. is the sole"Broker" in this transaction entitled to receive a commission. The Landlord is responsible to pay the "Broker" a fee of six percent (6%) of the rental as collected during the term of this lease and any renewals or transfers thereafter.

11) All parties to this lease agreement agree that they are not relying on any statements, descriptions, representations, or warranties other then those specifically set forth in writing herein. Furthermore, both parties understand that the agent shall not be responsible in any way for any description, statements, representations or warranties (written or otherwise) and that any remedy that either party may have shall be solely against the Landlord and/or tenant based exclusively on the written representations contained herein.

IN WITNESS WHEREOF, THE PARTIES HERETO ACKNOWLEDGE AND AGREE TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN AS EXECUTED THE DATE FIRST WRITTEN ABOVE.

Joseph Parisi 9-26-94

Joseph Parisi, Landlord Date

9/23/94

Shipping Shop Incorporated Date
Authorized Tenant Signature

By: Bernard H. Jaffe, President

Attest: Janice Jaffe, Secretary

[Seal]

FEINBERG AND McBURNEY
COMMERCIAL & INDUSTRIAL REALTORS

February 25th 1994

The Bureau of Revenue
New Jersey D.E.P. & E.
Carroll Building
428 East State Street
CN417
Trenton NJ 08625-0417

Re: Continental Plaza Shopping Center
Gibbsboro New Jersey

Gentlemen,

Pursuant to the instructions of Edward H. Post PE, Chief of Southern Bureau of Water and Hazardous Waste Enforcement, enclosed please find our cheque in the amount of $2500.00 (certified) in settlement of Notice of Civil Administration Penalty assessed on 2/10/94.

Sincerely

FEINBERG & MCBURNEY

By: Margaret Campbell

P-009-644-498 : Return Receipt Requested

C.C. Joseph Parisi
DiMarie Construction

DEPE-002A
10/91

New Jersey Department of Environmental Protection and Energy

☒ Check here if Revised Billing

ENFORCEMENT INVOICE

Document # SE092993-01
Date Rec'd
Amount

DIVISION Enforcement Field Ops
PROGRAM GW

TYPE: ☒ Fine/Penalty ☐ Cost Recovery

FACILITY ID NO. NA
PROGRAM ID NO. NA

Case/Company Name Ms. Margaret Campbell, Feinberg & McBurney Real Estate Agen
Address 409 Route 70 East, Cherry Hill, NJ 08034

Please identify appropriate category:
☐ County ☐ Local ☒ Private
Authority: ☐ Regional ☐ Local
☐ Industrial ☐ Commercial ☐ Other - Specify

DATE ASSESSED	DESCRIPTION	AMOUNT
2/10/94	Penalty Settlement of the 9-29-93 Notice of Civil Administrative Penalty (Water Pollution Control Act) Original Penalty = $5,000	revised penalty $2,500

DATE DUE: On or before March 4, 1994

AMOUNT DUE: $2,500

Make check payable to: Treasurer, State of New Jersey

NJDEPE, Bureau of Revenue
CN 417, Trenton, N.J. 08625-0417

COPY DISTRIBUTION: White - Remittance Copy Yellow - Co

State of New Jersey
Department of Environmental Protection and Energy

Robert C. Shinn, Jr.
Commissioner

SOUTHERN BUREAU OF WATER AND HAZARDOUS WASTE ENFORCEMENT
20 EAST CLEMENTON ROAD, SUITE 301S
GIBBSBORO, NEW JERSEY 08026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

FEB 15 1994

Ms. Margaret Campbell
Feinberg and McBurney Real Estate Agency
409 Route 70 East
Cherry Hill, New Jersey 08034

Re: Settlement Agreement
Continental Plaza ("the Plaza")
Gibbsboro, Camden County

Dear Ms. Campbell:

Enclosed for your records is a fully executed Settlement Agreement ("Agreement") prepared by the Department to resolve the September 29, 1993, Notice of Civil Administrative Penalty Assessment.

In accordance with the Agreement, Feinberg and McBurney Real Estate Agency shall submit a certified or cashier's check in the amount of $2,500.00 to the Department by March 1, 1994 along with the white copy form DEPE-062A (enclosed).

If you have any questions concerning this Agreement, please contact Sandra Cawley of my staff at (609) 346-8032 or by letter at the address above.

Very truly yours,

Eugene J. Callahan Jr. for

Edward H. Post, P.E., Chief
Southern Bureau of Water and
Hazardous Waste Enforcement

Enclosures

New Jersey is an Equal Opportunity Employer
Recycled Paper

c: Robert A. Marshall, DAG
Joseph Parisi, Owner
D'Maria Construction
Walter Andrews, USEPA, Region II
Richard McManus, Office of Legal Affairs
Mayor and Commissioners, Gibbsboro
Camden County Health Department
Dennis Hart, Div. of Water Quality

State of New Jersey
Department of Environmental Protection and Energy
Division of Enforcement Field Operations
Southern Bureau of Water and Hazardous Waste Enforcement
20 East Clementon Road
Gibbsboro, NJ 08026-1175
Tel. # 609-346-8032
Fax. # 609-346-8051

Jeanne M. Fox
Acting Commissioner

James K. Hamilton
Assistant Director

IN THE MATTER OF	:	
JOSEPH PARISI,	:	SETTLEMENT
D'MARIA CONSTRUCTION,	:	
FEINBERG & MCBURNEY	:	AGREEMENT
REAL ESTATE AGENCY	:	

("collectively the Respondents")

The following Settlement Agreement is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy ("the Department") by N.J.S.A. 13:1D-1 et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and duly delegated to the Bureau Chief of the Division of Enforcement Field Operations, Water and Hazardous Waste Enforcement Element, pursuant to N.J.S.A. 13:1B-4.

WHEREAS, on September 29, 1993, the Department issued a Notice of Civil Administrative Penalty Assessment in the amount of $5,000 to the Respondents ("the September 29, 1993 Penalty") which alleged the Respondents owned and managed a property known as Continental Plaza ("the Plaza") which was served by a malfunctioning subsurface sewage disposal system that discharged sewage onto the ground surface without a valid New Jersey Pollutant Discharge Elimination System ("NJPDES") permit; and

WHEREAS, the Respondents filed a request for an Administrative Hearing, which among other things contested the September 29, 1993 Penalty and disputed the alleged violation; and

WHEREAS, the Feinberg and McBurney Real Estate Agency has expressed a desire to settle the September 29, 1993 Penalty and has offered a settlement amount of $2,500; and

WHEREAS, the Department may settle this matter in accordance with N.J.A.C. 7:14-8.3; and

WHEREAS, in order to avoid possible litigation and in the interest of resolving this matter, the Respondents and the

Department have agreed to settle this matter in accordance with the following terms:

AGREEMENT

NOW, THEREFORE IT IS HEREBY AGREED THAT:

1. Feinberg and McBurney Real Estate Agency shall submit a certified or cashier's check in the amount of $2,500.00 on or before March 1, 1994. The check shall be made payable to "Treasurer, State of New Jersey" which shall be submitted with the white copy of Form DEPE - 062A to:

Bureau of Revenue
New Jersey Department of Environmental Protection and Energy
Carroll Building, 428 East State Street
CN 417
Trenton, New Jersey 08625-0417

2. This payment shall constitute full, final and complete settlement of the September 29, 1993 Penalty.

3. Nothing in this Settlement Agreement shall preclude the Department from taking enforcement action against the Respondents for violations of the Water Pollution Control Act or any other laws or regulations not set forth in this Settlement Agreement.

4. Neither this Settlement Agreement nor any payments or conduct of the Respondents hereunder, shall constitute any admission of fact, fault or liability by the Respondents for the violation alleged above.

Date: 2/10/94 By: _____

Edward H. Post, P.E., Chief
Southern Bureau of Water &
Hazardous Waste Enforcement

Date: 2/9/94 By: _____

Name: HENRY A. FEINBERG
Title: PRESIDENT FEINBERG & McBURNEY INVESTMENTS, INC.

Feinberg and McBurney Real
Estate Agency

Received By
Mary Kearney 2/9/94
Date

State of New Jersey
Department of Environmental Protection and Energy
Division of Enforcement Field Operations
Southern Bureau of Water and Hazardous Waste Enforcement
20 East Clementon Road
Gibbsboro, NJ 08026-1175
Tel. # 609-346-8032
Fax. # 609-346-8051

Jeanne M. Fox
Acting Commissioner

James K. Hamilton
Assistant Director

IN THE MATTER OF	:	
JOSEPH PARISI,	:	SETTLEMENT
D'MARIA CONSTRUCTION,	:	
FEINBERG & MCBURNEY	:	AGREEMENT
REAL ESTATE AGENCY	:	

("collectively the Respondents")

The following Settlement Agreement is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy ("the Department") by N.J.S.A. 13:1D-1 et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and duly delegated to the Bureau Chief of the Division of Enforcement Field Operations, Water and Hazardous Waste Enforcement Element, pursuant to N.J.S.A. 13:1B-4.

WHEREAS, on September 29, 1993, the Department issued a Notice of Civil Administrative Penalty Assessment in the amount of $5,000 to the Respondents ("the September 29, 1993 Penalty") which alleged the Respondents owned and managed a property known as Continental Plaza ("the Plaza") which was served by a malfunctioning subsurface sewage disposal system that discharged sewage onto the ground surface without a valid New Jersey Pollutant Discharge Elimination System ("NJPDES") permit; and

WHEREAS, the Respondents filed a request for an Administrative Hearing, which among other things contested the September 29, 1993 Penalty and disputed the alleged violation; and

WHEREAS, the Feinberg and McBurney Real Estate Agency has expressed a desire to settle the September 29, 1993 Penalty and has offered a settlement amount of $2,500; and

WHEREAS, the Department may settle this matter in accordance with N.J.A.C. 7:14-8.3; and

WHEREAS, in order to avoid possible litigation and in the interest of resolving this matter, the Respondents and the

Department have agreed to settle this matter in accordance with the following terms:

AGREEMENT

NOW, THEREFORE IT IS HEREBY AGREED THAT:

1. Feinberg and McBurney Real Estate Agency shall submit a certified or cashier's check in the amount of $2,500.00 on or before March 1, 1994. The check shall be made payable to "Treasurer, State of New Jersey" which shall be submitted with the white copy of Form DEPE - 062A to:

Bureau of Revenue
New Jersey Department of Environmental Protection and Energy
Carroll Building, 428 East State Street
CN 417
Trenton, New Jersey 08625-0417

2. This payment shall constitute full, final and complete settlement of the September 29, 1993 Penalty.

3. Nothing in this Settlement Agreement shall preclude the Department from taking enforcement action against the Respondents for violations of the Water Pollution Control Act or any other laws or regulations not set forth in this Settlement Agreement.

4. Neither this Settlement Agreement nor any payments or conduct of the Respondents hereunder, shall constitute any admission of fact, fault or liability by the Respondents for the violation alleged above.

Date:_____ By:_____

Edward H. Post, P.E., Chief
Southern Bureau of Water &
Hazardous Waste Enforcement

Date:_____ By:_____

Name: Henry J. Feinberg
Title: President, Feinberg & McBurney Investment Co.

Feinberg and McBurney Real
Estate Agency

HENRY A. FEINBERG
ACCOUNT NO. 3
409 RT. 70, EAST, STE. 126
CHERRY HILL, NJ 08034

1748

55-73/312

2/4 1994

PAY TO THE ORDER OF Treasurer - State of NJ $ 2500.00 Exp

Two Thousand Five Hundred and 00/100 DOLLARS

CoreStates
New Jersey National Bank

FOR FINE - DEP - SEE PAPERS IN FILE

⑈001748⑈ ⑆031200730⑆ 3523560⑈

12/9/93 Sandra Cawley - DEP will settle for $2500 - 346-8032

ADMINISTRATIVE HEARING REQUEST CHECKLIST AND TRACKING FORM FOR ENFORCEMENT DOCUMENTS

I. Enforcement Document Being Appealed:

NOTICE OF CIVIL ADMINISTRATIVE PENALTY ASSESSMENT
Title of Enforcement Document

10/5/93
Issuance Date of Enforcement Document

SE092993-01
Document Number (if any)

II. Person Requesting Hearing:

Feinberg & McBurney
Name

Agent for JOseph Parisi
409 RT 70 East, Ste.126

Cherry Hill NJ 08034
Address

Name of Attorney, if applicable

Address of Attorney

III. Please Include the Following Information as Part of Your Request:

A. The date the alleged violator received the enforcement document being contested;
B. A copy of the enforcement document and a list of all issues being appealed;
C. An admission or denial of each of the findings of fact, or a statement of insufficient knowledge;
D. The defenses of each of the findings of fact in the enforcement document;
E. Information supporting the request;
F. An estimate of the time required for the hearing;
G. A request, if necessary, for a barrier-free hearing location for physically disabled persons;
H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of your hearing request to the Office of Administrative Law; and
I. This form, completed, signed and dated with all of the information listed above, including attachments, to:

1. Office of Legal Affairs
ATTENTION: Adjudicatory Hearing Requests
Department of Environmental Protection and Energy
401 East State Street
CN 402
Trenton, New Jersey 08625-0402

2. Edward H. Post, P.E., Chief
ATTN: S. Cawley
Southern Bureau of Water and Hazardous Waste Enforcem
20 East Clementon Rd, Suite 301 South
Gibbsboro, New Jersey 08026-1175

3. All co-permittees (w/attachments)

11/5/93
Sandra Cowley
Left msg - WCB

11/8 - Left Msg - WCB
Has not heard anything in, for review - will hear by end of week
11/Bo

IV. Signature:

Department of Environmental Protection & Energy

Bruce Friedman
SOUTHERN BUREAU OF WATER & HAZARDOUS WASTE ENFORCEMENT
Division of Facility Wide Enforcement

Suite 301 South
20 East Clementon Road
Gibbsboro, NJ 08026

Telephone
(609) 346-8032

Let's protect our earth

State of New Jersey
ENVIRONMENTAL PROTECTION
OF ~~WATER RESOURCES~~ FACILITY WIDE ENFORCEMENT
CN 029
TRENTON, NEW JERSEY 08625

GEORGE C. McCANN, P.E.
DIRECTOR

DIRK C. HOFMAN, P.E.
DEPUTY DIRECTOR

NOTICE OF VIOLATION

DATE 12/01/92

SOUTHERN

ENFORCEMENT ELEMENT
BUREAU OF REGIONAL ENFORCEMENT
TELEPHONE NO. (609) 346-8032

PCWS # _____ TYPE SUPPLY _____ NJPDES # _____ TYPE DISCH DSW RCRA# _____

NAME OF FACILITY CONTINENTAL PLAZA

LOCATION OF FACILITY RT 561 (HADDONFIELD-BERLIN) MUN. GIBBSBORO COUNTY CAMDEN

FACILITY REPRESENTATIVE AND TITLE MARGARET CAMPBELL - FRANKENBERG-McBURNEY REAL ESTATE AGENTS

You are hereby NOTIFIED that during an inspection of your facility on the above date, the following violations were noted and remedial actions are required:

DESCRIPTION OF VIOLATION/REMEDIAL ACTION: FACILITY HAS A UNPERMITTED DISCHARGE OF POLLUTANTS TO THE SURFACE WATERS OF THE STATE FROM A MALFUNCTIONING SEPTIC SYSTEM (>5,000 gal.) FACILITY MUST IMMEDIATELY CEASE ALL UNPERMITTED DISCHARGE.

The above noted violations are in violation of the following N.J. Statutes/Regulation, and will be recorded as part of the permanent enforcement history of your facility:

- [x] New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Safe Drinking Water Act (N.J.S.A. 58:12A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Water Supply Management Act (N.J.S.A. 58:1A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 et seq.) and appropriate Regulations.

Remedial action to correct the violations must be initiated immediately. Within five (5) calendar days of receipt of this Notice of Violation, you shall telephone the investigator issuing this notice at the above number with the corrective measures you have initiated to attain compliance. The issuance of this document serves as notice to you that the Department has determined that a violation has occurred and does not preclude the State of New Jersey or any of its agencies, from initiation of further administrative or judicial enforcement action, or from assessing penalties, with respect to this or other violations. Violations of these regulations are subject to penalties of up to ~~$25,000~~ 50,000 per day.

Further enforcement action, which will require a written response, may be issued on these violation(s) and any additional violations found during the inspection.

Bruce Friedman
Investigator, Division of Water Resources, DEP

Violation received by
M. Campbell
Agent for Continental Plaza

White - Original Canary - Bureau File Pink - Criminal Justice Goldenrod - Central File

New Jersey Is An Equal Opportunity Employer

FEINBERG AND McBURNEY
COMMERCIAL & INDUSTRIAL REALTORS

MEMORANDUM

==========

TO : STEVEN PICCO ESQ. Faxed

FROM: HENRY FEINBERG 10/13/93

==========

RE: CONTINENTAL PLAZA SHOPPING CENTER
GIBBSBORO, NEW JERSEY

RECEIVED A CALL FROM THE N.J. DEP (MS. SANDRA CURLEY) 609-346-8032 IN CONNECTION WITH THE NOTICE OF VIOLATION AND FINE WE FORWARDED TO YOU VIA UPS LAST WEEK.

SHE ASKED FOR THE ADDRESS OF MR. PARISI, WHICH MY SECRETARY GAVE HER, AND MENTIONED THAT DIMARIE CONSTRUCTION WAS SERVED A NOTICE, MR. PARISI WILL BE SERVED A NOTICE AND, OF COURSE, WE WERE SERVED A NOTICE. IT IS IMPORTANT FOR US TO KNOW THAT WE MAY HAVE A HEARING AND THAT WE SHOULD LET THEM KNOW A.S.A.P. IF WE WISH ONE AND IF WE WISH TO DISCUSS A SETTLEMENT. SHE ALSO MENTIONED THAT THE FINE WAS BETWEEN ALL THREE PARTIES.

IN CASE WE DID NOT MENTION THIS..... DIMARIA COMES INTO THE PICTURE BECAUSE MR. PARISI WAS USING THEIR LAND FOR THE LEACH FIELD. MR. PARISI WAS PAYING A PRO-RATA SHARE OF DIMARIA'S REAL ESTATE TAXES FOR THE USE OF THE LAND AND THE AGREEMENT WAS THAT WHEN MR. PARISI HOOKED INTO SEWER THE USE OF DIMARIA'S PROPERTY WOULD CEASE.

PLEASE GET BACK TO US ON THIS.

THANK YOU.

Suite 126 • 409 Rt. 70 East • Cherry Hill, NJ 08034 • (609) 428-8700

State of New Jersey
Department of Environmental Protection and Energy
Enforcement

Jeanne M. Fox
Acting Commissioner

Marlen Dooley
Assistant *Commissioner*

IN THE MATTER OF	:	NOTICE OF
JOSEPH PARISI,	:	CIVIL ADMINISTRATIVE
D'MARIA CONSTRUCTION,	:	PENALTY ASSESSMENT
FEINBERG AND MCBURNEY	:	
REAL ESTATE AGENCY	:	

("collectively the Respondents")

This Notice of Civil Administrative Penalty Assessment is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy ("the Department") by N.J.S.A. 13:1D-1 et seq. and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and duly delegated to the Bureau Chief of the Division of Enforcement Field Operations, Water and Hazardous Waste Enforcement Element pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. Joseph Parisi owns, and Feinberg and McBurney Real Estate Agency manages, the property known as Continental Plaza ("the Plaza"), located at block 14A, lots 8, 15 and 1, County Highway # 561, Gibbsboro, Camden County, New Jersey. The Plaza is served by a subsurface sewage disposal system ("the system") located at block 18.07, lot 9, which is owned by D'Maria Construction and leased to the Plaza.

2. On October 20, 1988, a representative of the Department inspected the Plaza and observed a discharge, as defined by N.J.A.C. 7:14A-1.9, of sewage from the system and onto the land from which it might flow or drain into the waters of the State. A Notice of Violation ("NOV") was issued to the Plaza on October 20, 1988, for an unpermitted discharge to the ground waters of the State without a valid New Jersey Pollution Discharge Elimination System ("NJPDES") permit.

3. The discharge referred to in paragraph (2) contained sewage, which is pollutant as defined by N.J.A.C. 7:14A-1.9.

4. On December 1, 1992, a representative of the Department inspected the Plaza and observed that there was a discharge, as defined by N.J.A.C. 7:14A-1.9 et seq., of sewage from the system onto the land and into an unnamed tributary to Haney Run. A Notice of Violation ("NOV") was issued to the Plaza on December 1, 1992, for an unpermitted discharge to the waters of the State without a valid New Jersey Pollution Discharge Elimination System ("NJPDES") permit.

5. During the December 1, 1992 inspection, the Department collected samples of the discharge from the system. The analytical results of the samples of the discharge from the system are as follows:

Sample Number	Parameter	Analytical Results
9207836	TSS	64 mg/l
9207836	BOD	590 mg/l
9207836	Fecal Coliform	200,000 mpn

The following abbreviations were used in the table above:

TSS = Total Suspended Solids
mg/l = milligrams per Liter
BOD = Biochemical Oxygen Demand
mpn = Most Probable Number

The analytical results show that the discharge referred to in paragraph four (4) contained sewage, which is pollutant as defined by N.J.A.C. 7:14A-1.9 et seq.

6. No person shall discharge any pollutant except in conformity with a valid NJPDES permit issued pursuant to the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq.

7. A review of the Department's records shows that at the time of the discharges noted above, the Respondents did not possess a NJPDES permit authorizing the discharge.

8. On February 2, 1993, the Respondents diverted all wastewater flow from the Plaza into the Gibbsboro Municipal Sewage System and cleaned out the system.

9. Based on the facts set forth in these FINDINGS, the Department has determined that the Respondents has violated the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., specifically N.J.S.A. 58:10A-6, and the regulations promulgated pursuant thereto, N.J.A.C. 7:14A-1 et seq., specifically N.J.A.C. 7:14A-1.2.

NOTICE OF CIVIL ADMINISTRATIVE PENALTY ASSESSMENT

10. Pursuant to N.J.S.A. 58:10A-10d, N.J.A.C.7:14-8.1 et seq., and based upon the above FINDINGS, the Department has determined that a civil administrative penalty should be assessed against the Respondents in the amount of $5,000.00. The Department's rationale for this Civil Administrative Penalty is set forth in Appendix A which is attached hereto and incorporated herein.

11. Payment of the penalty is due when a final order is issued by the Commissioner subsequent to a hearing if any, or when this Notice of Civil Administrative Penalty Assessment becomes a final order (see following paragraph). Payment shall be made by certified or cashier's check payable to "Treasurer, State of New Jersey", and shall be submitted along with the white copy of form DEPE-062A (copy attached) to:

Bureau of Revenue
New Jersey Department of Environmental Protection
Carroll Building, 428 E. State Street, 1st Floor
CN - 417
Trenton, New Jersey 08625-0417

12. If no request for a hearing is received within twenty (20) calendar days after receipt of this Notice of Civil Administrative Penalty Assessment by the Respondents, it shall become a final order upon the twenty-first calendar day following its receipt by the Respondents, and the penalty shall be due and payable.

13. Notice is given that pursuant to N.J.S.A. 58:10A-10d and N.J.A.C. 7:14-8.13, the Department may, in addition to the civil administrative penalty assessed, amend such penalty assessment to include an assessment for the economic benefit (in dollars) which a violator has realized as a result of not complying, or by delaying compliance, with this Act.

NOTICE OF RIGHT TO A HEARING

14. The Respondents are entitled to an administrative hearing. The Respondents shall, pursuant to N.J.A.C. 7:14-8.4(a) in its request for a hearing, furnish the Department with all of the information specified in the enclosed Administrative Hearing Request Checklist and Tracking Form. This information must be delivered to the Office of Legal Affairs at the address referenced in the cover letter to this document within twenty (20) calendar days from receipt of this Notice of Civil Administrative Penalty Assessment. A copy of the Administrative Hearing Request shall be filed at the same time to the address referenced in paragraph eighteen (18) below.

15. If the Respondents intends to appeal the penalty assessed in this Notice of Civil Administrative Penalty Assessment, the Respondents must, in accordance with N.J.A.C. 7:14-8.4(a), submit to the Department financial assurance for the penalty assessed in the form of a surety bond guaranteeing payment, an irrevocable letter of credit or a fully bonded trust, worded as required by N.J.A.C. 7:14-8 Appendix D, and a certification of acknowledgement worded identical to the wording specified in N.J.A.C. 7:14-8 Appendix D.

GENERAL PROVISIONS

16. This Notice of Civil Administrative Penalty Assessment is binding on the Respondents, their principals, directors, officers, agents, successors, assigns, any trustee in bankruptcy or other trustee, and any receiver appointed pursuant to a proceeding in law or equity.

17. Obligations and penalties of this Notice of Civil Administrative Penalty Assessment are imposed pursuant to the police powers of the State of New Jersey for the enforcement of law and the protection of the public health, safety and welfare and are not intended to constitute debt or debts which may be limited or discharged in a bankruptcy proceeding.

18. The Respondents shall submit all documents required by this Notice of Civil Administrative Penalty Assessment by certified mail, return receipt requested or by hand delivery to:

Edward H. Post, P.E., Chief
Southern Bureau of Water and
Hazardous Waste Enforcement
20 East Clementon Road, Suite 301 South
Gibbsboro, New Jersey 08026

except any payments shall be made as instructed and to the address in paragraph eleven (11) above.

19. Notice is given that this Notice of Civil Administrative Penalty Assessment is issued only for the violation identified in the Findings hereinabove and that violations of any statutes, rules or permits other than those herein cited may be cause for additional enforcement actions, either administrative or judicial, being instituted without further notice. By issuing this Notice of Civil Administrative Penalty Assessment the Department does not waive its rights to initiate additional enforcement actions.

20. Notice is given that pursuant to N.J.S.A. 58:10A-10d, the Department is authorized to assess a civil administrative penalty of not more than $50,000 for each violation, and each day during which the violation continues shall constitute an additional, separate and distinct offense.

21. Notice is further given that pursuant to N.J.S.A. 58:10A-10e, any person who violates N.J.S.A. 58:10A-1 et seq. or an administrative order issued pursuant to N.J.S.A. 58:10A-10b, or who fails to pay the civil administrative penalty in full after it is due or who fails to make payment pursuant to a payment schedule entered into with the Department shall be subject to a civil penalty not to exceed $50,000 per day of such violation, and each day's continuance of the violation shall constitute a separate and distinct violation.

22. Notice is further given that pursuant to N.J.S.A. 58:10A-10f, any person who purposely, knowingly or recklessly violates N.J.S.A. 58:10A-1 et seq., including making a false statement, representation, or certification in any application, record, or other document filed or required to be maintained under this act, or by falsifying, tampering with, or rendering inaccurate any monitoring device or method required to be maintained pursuant to this act, or by failing to submit a monitoring report, or any portion thereof, required pursuant to this act, shall, upon conviction, be guilty of a crime of the third degree, and shall, notwithstanding the provisions of subsection b. of N.J.S.A. 2C:43-3, be subject to a fine of not less than $5,000 nor more that $75,000 per day of violation, or by imprisonment, or by both. Any person who negligently violates N.J.S.A. 58:10A-1 et seq., including making a false statement, representation, or certification in any application, record, or other document filed or required to be maintained under this act, or by falsifying, tampering with, or rendering inaccurate any monitoring device or method required to be maintained pursuant to this act, or by failing to submit a discharge monitoring report, or any portion thereof, shall, upon conviction, be guilty of a crime of the fourth degree, and shall, notwithstanding the provisions of subsection b. of N.J.S.A. 2C:43-3, be subject to a fine of not less than $5,000 nor more that $50,000 per day of violation, or by imprisonment, or by both.

DATE: 9/29/93

Edward H. Post, P.E., Chief
Southern Bureau of Water and
Hazardous Waste Enforcement

Appendix A

Penalty Rationale

Joseph Parisi owns, and Feinberg and McBurney Real Estate Agency manages, property know as Continental Plaza ("the Plaza"). The Plaza is served by a subsurface sewage disposal system, located on the property adjacent to the Plaza, which is owned by D'Maria Construction. The Respondents (Joseph Parisi, Feinberg and McBurney Real Estate Agency and D'Maria Construction) have violated the Water Pollution Control Act, N.J.S.A.58:10A-1 et seq., and the regulations promulgated pursuant thereto, N.J.A.C. 7:14A-1 et seq., specifically N.J.A.C. 7:14A-1.2, by discharging pollutants without a valid New Jersey Pollutant Discharge Elimination System ("NJPDES") permit, as cited in the FINDING of this Notice of Civil Administrative Penalty Assessment.

N.J.A.C. 7:14-8.5 CIVIL ADMINISTRATIVE PENALTY DETERMINATION

In accordance with N.J.A.C. 7:14-8.5(d) and (e), the Department shall assess a civil administrative penalty against the Respondents on the basis of the seriousness of the violation and the conduct of the violator at the mid-point of the range stated therein.

PENALTY

Pursuant to N.J.A.C. 7:14-8.5 (g), the Department has assessed the seriousness of the December 1, 1992 violation as minor. Pursuant to N.J.A.C. 7:14-8.5(h), the Department has assessed the conduct of the respondents as moderate.

VIOLATION DATE	CONDUCT	SERIOUSNESS	PENALTY ASSESSED
December 1, 1992	Moderate	Minor	$5,000.00

Total Penalty Assessed = $5,000.00

ADMINISTRATIVE HEARING REQUEST CHECKLIST AND TRACKING FORM FOR ENFORCEMENT DOCUMENTS

I. Enforcement Document Being Appealed:

_____
Title of Enforcement Document

_____ _____
Issuance Date of Enforcement Document Document Number (if any)

II. Person Requesting Hearing:

_____ _____
Name Name of Attorney, if applicable

_____ _____

_____ _____
Address Address of Attorney

III. Please Include the Following Information as Part of Your Request:

A. The date the alleged violator received the enforcement document being contested;
B. A copy of the enforcement document and a list of all issues being appealed;
C. An admission or denial of each of the findings of fact, or a statement of insufficient knowledge;
D. The defenses of each of the findings of fact in the enforcement document;
E. Information supporting the request;
F. An estimate of the time required for the hearing;
G. A request, if necessary, for a barrier-free hearing location for physically disabled persons;
H. A clear indication of any willingness to negotiate a settlement with the Department prior to the Department's processing of your hearing request to the Office of Administrative Law; and
I. This form, completed, signed and dated with all of the information listed above, including attachments, to:

1. Office of Legal Affairs
   ATTENTION: Adjudicatory Hearing Requests
   Department of Environmental Protection and Energy
   401 East State Street
   CN 402
   Trenton, New Jersey 08625-0402

2. Edward H. Post, P.E., Chief
   ATTN: S. Cawley
   Southern Bureau of Water and Hazardous Waste Enforcement,
   20 East Clementon Rd, Suite 301 South
   Gibbsboro, New Jersey 08026-1175

3. All co-permittees (w/attachments)

IV. Signature: _____ Date: _____

State of New Jersey
Department of Environmental Protection and Energy
Enforcement
Southern Bureau of Water and Hazardous Waste Enforcement
20 East Clementon Road, Suite 301 South
Gibbsboro, New Jersey 08026

Jeanne M. Fox
Acting Commissioner

Marlen Dooley
Assistant Commissioner

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

SEP 2 9 1993

Joseph Parisi, Owner
Continental Plaza
409 Route 70, East
Cherry Hill, New Jersey 08034

and

Ms. Margaret Campbell
Feinberg and McBurney Real Estate Agency
409 Route 70 East
Cherry Hill, New Jersey 08034

and

D'Maria Construction
9 Alpine Drive
Perrineville, New Jersey 08535

Re: Notice of Civil Administrative Penalty Assessment
Continental Plaza ("the Plaza")
Gibbsboro, Camden County

Dear Mr. Parisi, Ms. Campbell and D'Maria Construction:

There is enclosed for service upon you a Notice of Civil Administrative Penalty Assessment issued by the Department pursuant to the provisions of the Water Pollution Control Act, N.J.S.A. 58:10A-10b and d.

Notice is hereby given that the Joseph Parisi, Ms. Margaret Campbell, Feinberg and McBurney Real Estate Agency, and D'Maria Construction ("collectively the Respondents") are entitled to an administrative hearing. Any hearing request must include a copy of the cover letter and enforcement document for which a hearing is being requested, a complete Administrative Hearing Request Checklist and Tracking Form for Enforcement Documents (Tracking Form), financial assurance with documentation and all information specified below and must be delivered within twenty (20) calendar days after receipt by the Respondents of this Notice of Civil Administrative Penalty Assessment to:

Please Respond To: Tel. #

Office of Legal Affairs
Attn: Adjudicatory Hearing Requests
New Jersey Dept. of Environmental
Protection & Energy
401 East State Street, CN 402
Trenton, New Jersey 08625-0402

with a copy to be filed at the same time with:

Edward H. Post, P.E., Chief
Southern Bureau of Water and
Hazardous Waste Enforcement
20 East Clementon Road, Suite 301 South
Gibbsboro, New Jersey 08026

Also, if the Respondents intends to appeal the penalty assessed in this Notice of Civil Administrative Penalty Assessment, the Respondents must submit to the Office of Legal Affairs at the address above, financial assurance in the amount of the penalty assessed in the form of a surety bond guaranteeing payment, an irrevocable letter of credit or a fully bonded trust, worded identical to the wording specified in N.J.A.C. 7:14-8 Appendix D and a certification of acknowledgement worded identical to the wording specified in N.J.A.C. 7:14-8 Appendix D.

If no request for a hearing is received within twenty (20) calendar days of the Respondents' receipt of the Notice of Civil Administrative Penalty Assessment, it shall become a final Order upon the twenty-first (21) calendar day following its receipt by the Respondents and the penalty shall be due and payable. Please be advised that an untimely or incomplete hearing request will be denied and that the Department does not have the jurisdiction to extend the twenty (20) day deadline.

If you have any questions concerning this Notice of Civil Administrative Penalty Assessment please contact Sandra Cawley, Southern Bureau of Water and Hazardous Waste Enforcement, at the address above or by telephone (609) 346-8032.

Very truly yours,

Edward H. Post, P.E., Chief
Southern Bureau of Water and
Hazardous Waste Enforcement

Enclosure
c: Camden County Health Department
Walter Andrews, USEPA Region II
Dennis Hart, Wastewater Facilities Regulation Program
Robert A. Marshall, DAG, Division of Law
Mayor and Council, Gibbsboro

State of New Jersey
Department of Environmental Protection & Energy

Let's protect our earth

Bruce Friedman
SOUTHERN BUREAU OF WATER & HAZARDOUS WASTE ENFORCEMENT
Division of Facility Wide Enforcement

Suite 301 South
20 East Clementon Road
Gibbsboro, NJ 08026

Telephone
(609) 346-8032

State of New Jersey
ENVIRONMENTAL PROTECTION
DIVISION OF ~~WATER RESOURCES~~ FACILITY WIDE ENFORCEMENT
CN 029
TRENTON, NEW JERSEY 08625

GEORGE G. McCANN, P.E.
DIRECTOR

DIRK C. HOFMAN, P.E.
DEPUTY DIRECTOR

NOTICE OF VIOLATION

DATE 12/01/92

SOUTHERN ENFORCEMENT ELEMENT
BUREAU OF REGIONAL ENFORCEMENT
TELEPHONE NO. (609) 346-8032

PCWS # _____ TYPE SUPPLY _____ NJPDES # _____ TYPE DISCH DSW RCRA# _____
NAME OF FACILITY CONTINENTAL PLAZA
LOCATION OF FACILITY RT 561 (HADDONFIELD-BERLIN RD) MUN. GLOUCESTER COUNTY CAMDEN
FACILITY REPRESENTATIVE AND TITLE MARGARET CAMPBELL - FEINBERG & McBURNEY REAL ESTATE AGENTS

You are hereby NOTIFIED that during an inspection of your facility on the above date, the following violations were noted and remedial actions are required:

DESCRIPTION OF VIOLATION/REMEDIAL ACTION: FACILITY HAS A UNPERMITTED DISCHARGE OF POLLUTANTS TO THE SURFACE WATERS OF THE STATE FROM A MALFUNCTIONING SEPTIC SYSTEM (>2,000 gal.) FACILITY MUST IMMEDIATELY CEASE ALL UNPERMITTED DISCHARGE.

The above noted violations are in violation of the following N.J. Statutes/Regulation, and will be recorded as part of the permanent enforcement history of your facility:

- [x] New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Safe Drinking Water Act (N.J.S.A. 58:12A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Water Supply Management Act (N.J.S.A. 58:1A-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.) and appropriate Regulations.
- [ ] New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 et seq.) and appropriate Regulations.

Remedial action to correct the violations must be initiated immediately. Within five (5) calendar days of receipt of this Notice of Violation, you shall telephone the investigator issuing this notice at the above number with the corrective measures you have initiated to attain compliance. The issuance of this document serves as notice to you that the Department has determined that a violation has occurred and does not preclude the State of New Jersey or any of its agencies, from initiation of further administrative or judicial enforcement action, or from assessing penalties, with respect to this or other violations. Violations of these regulations are subject to penalties of up to ~~$25,000~~ 50,000 per day.

Further enforcement action, which will require a written response, may be issued on these violation(s) and any additional violations found during the inspection.

BRUCE FRIEDMAN
Investigator, Division of Water Resources, DEP

Violation received by
M. Campbell
agent for Continental Plaza.

White - Original Canary - Bureau File Pink - Criminal Justice Goldenrod - Central File

New Jersey Is An Equal Opportunity Employer

APPRAISAL

561 SHOPPING CENTER
S/E CORNER HADDONFIELD/BERLIN RD. AND MILFORD AVENUE
BOROUGH OF GIBBSBORO
CAMDEN COUNTY, NEW JERSEY

PREPARED FOR
CHARLES AVERY, PRESIDENT
MAINSTAY FEDERAL SAVINGS & LOAN ASSOCIATION
36 MONMOUTH STREET
RED BANK, NEW JERSEY 07701

PREPARED BY

RAYMOND W. STEWART, M.A.I.

RAYMOND W. STEWART, M.A.I.

REAL ESTATE APPRAISER AND CONSULTANT
5 MINDY DRIVE, MOORESTOWN, NEW JERSEY 08057
(RESIDENCE) (609) 234 - 5853

February 19, 1987

Mr. Charles Avery
President
Mainstay Federal Savings & Loan Association
36 Monmouth Street
Red Bank, NJ 07701

RE: 561 Shopping Center
S/E Corner of Haddonfield/Berlin Road and Milford Avenue
Borough of Gibbsboro
Camden County, New Jersey

Dear Mr. Avery:

Enclosed you will find my complete appraisal report. The purpose of this report is to estimate the Fair Market Value of this recently completed 11,392 square foot shopping center situated upon 1.79 acres of land.

The following report sets forth the description of the subject property. It also outlines the reasoning supporting the analyses, opinions, estimates, and conclusions reached with respect to the property.

This report and valuation are expressly made subject to the limiting conditions and underlying assumptions within the report and those attached hereto and made a part hereof. In addition, this appraiser has attempted to follow Memorandum R41C, issued by the Federal Home Loan Bank Board. The definition of market value, a documented and supported estimate of Highest and Best Use, and a sound basis for having arrived at a reasonable opinion of value for this improved property are outlined within this narrative appraisal report.

This shopping center opened in July, 1986 with Wawa, Inc. its primary tenant, occupying 2,800 square feet. Other tenants have since taken occupancy, with a pharmacy moving into this center as of February 15, 1987 and occupying 2,400 square feet. There are two 1,200 square foot stores remaining to be leased. Based upon the market leasing activity discussed within the Highest and Best Use Analysis of this report and the current acceptance of this

(continued)

shopping center location as evidence by its tenancy, it is my opinion that the remaining two stores should be leased by July 1, 1987.

As a result of my investigation, analysis and deductions of the information gathered and presented for this report, it is my concluded opinion that the subject property has a Fair Market Value of $1,100,000 as of February 16, 1987. This opinion is fully supported by the Cost and Market Data Approaches to Value. A discounted cash flow analysis via the Income Approach, based upon a 10-year future projection, indicates a value in excess of $1,100,000. However, I have chosen to utilize a more conservative approach as presented within this report.

This appraiser is also of the opinion that current economic rent, equivalent to $12.00 per square foot of net rentable area, will increase to $12.50 per square foot by the latter part of 1987, should any space become available within this strip-type shopping center.

I trust you will find the accompanying report satisfactory for your purposes. Thank you for the opportunity to be of service.

Respectfully,

Raymond W. Stewart

Raymond W. Stewart, M.A.I.

RWS/sm

Enclosures

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ADDENDUM

Owner's Cost Estimate
Zoning Excerpts
Plot Plan - Echelon Village Plaza
Qualifications

LIMITING CONDITIONS

This Appraisal report is made subject to the following conditions and assumptions:

1). The legal description furnished is assumed to be correct. No responsibility is assumed for matters legal in character or in any opinion rendered as to title, which is assumed to be good and marketable in fee simple.

2). All existing liens and encumbrances have been disregarded unless otherwise stated, and the property is appraised as though free and clear. Management and ownership are assumed to be in competent hands.

3). Any sketches or surveys in this report are included to assist the reader in visualizing the property and no responsibility is assumed in connection with such matters.

4). Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed with a reasonable length of time in accordance with plans and specifications submitted and in a workmanlike manner.

5). It is assumed that revenue stamps placed on deeds, used to indicate comparable sales, were in the correct amount to reflect the true and actual money consideration involved, and that the information secured from brokers or interested parties to verify the transactions is in conformity with the facts, information, estimates and opinions furnished to me by others, and contained in this report, were obtained from sources considered reliable and are believed to be true and correct, however, no responsibility can be assumed for the accuracy of such statements.

6). Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the American Institute of Real Estate Appraisers of the National Association of Real Estate Boards.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, nor any reference to the American Institute of Real Estate Appraisers or to the M.A.I. designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior consent and approval of the appraiser.

7). The appraiser is not required to give testimony or appear in court because of having made this appraisal report, with reference to the property in question, unless arrangements therefore have been previously made.

8). It is assumed that all national, state, county, and city laws, ordinances and restrictions have been complied with.

9). Any subsequent copies of this Appraisal report will be furnished at a cost of Fifty ($50.00) Dollars, plus typing charges and material costs.

10). Value distributions as outlined in this report serve as a basis for distribution of total valuation and shall not be separately quoted.

11). No consideration has been given to minerals or to mineral rights unless otherwise indicated. No soil analysis or soil boring tests have been made unless otherwise specifically stated. Observations as to soil type, density, etc., are based on general observations and are not to be construed as technically correct, unless otherwise stated.

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the fair market value of the subject property upon completion of the proposed improvements, less any discounted value required during the lease-up period.

DEFINITION OF MARKET VALUE

The term "Market Value" as used in this appraisal report is defined as follows:

> The most probably price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the appraised property will sell in a competitive market under all conditions requisite for fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Fundamental assumptions and conditions presumed in this definition are:

1). Buyer and seller are motivated by self-interest.

2). Buyer and seller are well informed and are acting prudently.

3). The property is exposed for a reasonable time on the open market.

4). Payment is made in cash, its equivalent, or in specified financing terms.

5). Specified financing, if any, may be the financing actually in place or on terms generally available for the property type in its locale on the effective appraisal date.

6). The effect, if any, on the amount of market value of atypical financing, services, or fees shall be clearly and precisely revealed in the appraisal report.

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of an assumed fee simple ownership.

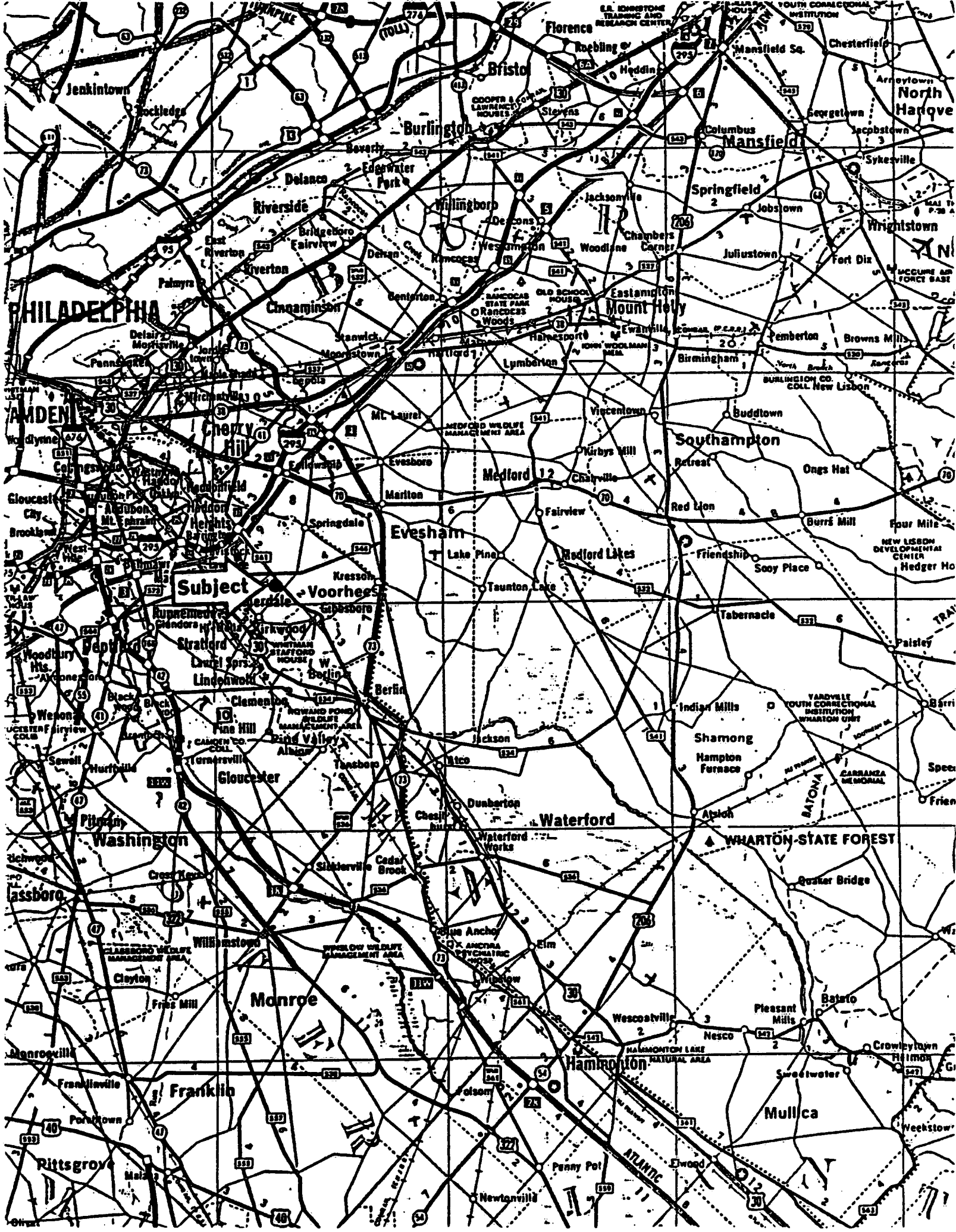
AREA ANALYSIS

Camden County occupies 222.16 square miles in Southwestern New Jersey. It is bounded by Burlington County on the Northeast, Altantic County on the Southeast, Gloucester County on the Southwest, and the Delaware River on the Northwest.

The County was first settled in 1629 by the Dutch at Fort Nassau, near what is now Gloucester City. The Irish Quakers followed in 1677 with settlements in what is now West Collingswood. By the 1680's Philadelphia, laid out by William Penn in 1682, had attracted a brisk trade with New Jersey. The Camden region supplied timber, pitch, tar resins, fruits, vegetables, dairy products, and livestock to the residents of Philadelphia, thus beginning an economic relationship that continues to this day.

Population of the County grew slowly at first. The total population grew from 4,000 in 1790 to 7,600 in 1820. Camden City sparked a surge in development starting in the 1850's. Manufacturers and factories abounded. The growth continued through the 1890's with the addition of Campbell Soup Co., J.B. Van Sciver, Hollingshead Chemical Company, Victor Talking Machine Company, and the New York Shipbuilding Company. By 1900, Camden City and its environs were transformed into a thriving industrial community of over 80 manufacturers, a position they were to hold until World War II.

The rise of the suburbs began in the 1920's when trolley lines and then highways were constructed penetrating farther and farther to the east. In 1926, the Benjamin Franklin Bridge



Florence
Roebling
Bristol
Heddin
Mansfield Sq.
Chesterfield
Jenkintown
Rockledge
Burlington
Stevens
Columbus
Mansfield
Georgetown
Jacobstown
North Hanover
Sykesville
Beverly
Edgewater Park
Delanco
Riverside
Willingboro
Jacksonville
Springfield
Jobstown
Wrightstown
Bridgeboro
Fairview
East Riverton
Riverton
Delran
Rancocas
Westampton
Woodlane
Chambers Corner
Juliustown
Fort Dix
Palmyra
Cinnaminson
Centerton
Rancocas Woods
Eastampton
Mount Holly
PHILADELPHIA
Delair
Morrisville
Stanwick
Moorestown
Hartford
Hainesport
Ewanville
Pemberton
Browns Mills
Pennsauken
Lumberton
Birmingham
New Lisbon
Merchantville
Mt. Laurel
Vincentown
Buddtown
Cherry Hill
Southampton
Kirbys Mill
Retreat
Ongs Hat
Collingswood
Evesboro
Medford
Chairville
Gloucester City
Haddonfield
Marlton
Red Lion
Burrs Mill
Four Mile
Brooklyn
Mt. Ephraim
Haddon Heights
Springdale
Fairview
Evesham
Lake Pine
Medford Lakes
Friendship
Sooy Place
Hedger Ho
Subject
Kresson
Voorhees
Taunton Lake
Tabernacle
Runnemede
Glendora
Kirkwood
Stratford
Paisley
Woodbury Hts.
Laurel Sprs.
Lindenwold
Berlin
Clementon
Indian Mills
Wenonah
Fairview
Pine Hill
Pine Valley
Jackson
Shamong
Hampton Furnace
Sewell
Hurffville
Turnersville
Gloucester
Tansboro
Atco
Dunbarton
Pitman
Washington
Chesilhurst
Waterford
Atsion
WHARTON STATE FOREST
Waterford Works
Cross Keys
Sicklerville
Cedar Brook
Quaker Bridge
Williamstown
Blue Anchor
Elm
Clayton
Fries Mill
Monroe
Winslow
Wescoatville
Pleasant Mills
Batsto
Nesco
Monroeville
Hammonton
Crowleytown
Franklinville
Franklin
Folsom
Sweetwater
Mullica
Porchtown
Pittsgrove
Penny Pot
Elwood
Newtonville
ATLANTIC

was opened and with it, population moved steadily out of Philadelphia and into Camden County's suburbs.

The 1950's and 1960's saw an acceleration of the decline of the urban core and the spectacular growth of the suburbs, especially Cherry Hill and Pennsauken. Cherry Hill became the office center while Pennsauken became the County's modern industrial base.

In the 1970's, both industrial expansion and suburban development have generally slowed. However, Gloucester Township, Voorhees, Winslow, and Waterford, all in the Eastern end of the County, are still experiencing very rapid growth. This trend should continue through the 1990's as long as counter trends, particularly rising costs of private transportation, are kept within reason. The arrival of one or more large employers new to this area would be a major factor in sustaining population growth. The current population of Camden County as estimated by the 1980 Census is 471,650 persons, a 340% increase since 1900. The projection for the year 2000 is 550,000 residents.

The Camden County resident labor force grew from 181,800 in 1970 to 192,500 in 1977, a 5.8% increase. Employment in the County increased from 172,500 to 175,400 over the same period. Unemployment has been consistently lower than the state's overall employment rate during the 1970's. Employment in the County has shifted from a manufacturing base to a service base. Wholesale and Retail Trade accounts for the largest group

AREA ANALYSIS - (Continued)

of workers (34%), followed by manufacturing (26.3%), services (21.4%), finance (7.0%), construction (4.5%), transportation (4.4%), and communications and utilities (2.4%).

Retailing was spurred by the opening of two major regional malls in Cherry Hill and Echelon. Support facilities including office space, apartments, condominiums, strip centers, hotels and recreational facilities developed around the malls. An excellent commuter transportation network, which includes six major North-South arteries, four major East-West arteries and the Patco Hi Speed Line makes access to major consumer markets in New Jersey and the Delaware Valley quite convenient. Forty percent of the County's resident labor force commutes outside of it. Although workers from outside counties commute to Camden County, the lopsided exchange with Pennsylvania has left Camden County a net exporter of labor.

Compared with other New Jersey counties, Camden County ranked 11th out of 21 in per capita income during 1975. The distribution of income was quite diverse ranging from $3,467 per capita in Camden City to $10,145 per capita in Tavistock Borough. Most of the communities range from $4,220 to $6,900 per capita. While these income figures are lower as compared to the entire state, Camden County ranks first among the seven Southern Counties.

In summary, Camden County is in a transtitional state economically. While many manufacturers have disappeared, serviced industries have grown to replace them. This is a

AREA ANALYSIS - (Continued)

development compatible with the environmental concerns of many residents. The suburban sprawl has slowed down and more regulated growth will probably be the rule through the 1990's. It should be noted, however, that Camden County recorded 166 development changes between 1970 and 1980 that involved a total of 7,881.8 acres or 5.4% of the total area. This was more development activity per acre than any county in the State.

NEIGHBORHOOD DESCRIPTION

The subject is situated at the southeast corner of Haddonfield-Berlin Road (County Route 561) and Milford Avenue, Borough of Gibbsboro, Camden County, New Jersey.

Gibbsboro is a small community of 2.3 square miles with a relatively stable population. According to the 1980 Census, it contained 2,495 persons. The 1970 population was 2,634. Gibbsboro is surrounded on three sides by Voorhees Township and along its southeastern border by Lindenwold Borough, two of the fastest residential growth communities in the County.

A wooded suburban community, located in the center of the County approximately 12 miles from Philadelphia, Gibbsboro is easily accessible to metropolitan areas of Philadelphia, Boston, and Baltimore by the New Jersey Turnpike, Route 295, and other major highways.

Utilities are provided by the following:

Water: A privately owned water company.

Electric: Atlantic City Electric Company.

Gas: South Jersey Gas Company

Sewer: On-site state approved system

This older town is now in the process of rebirth and new construction. The entrance to the Paint Works Corporate Center is only a hundred yards north of the subject. The Paint Works comprises a number of recently completed structures housing office, flex space and light industrial uses occupied by some of America's leading corporate names. The multi-million dollar development possesses an unusual ambiance of a historic setting

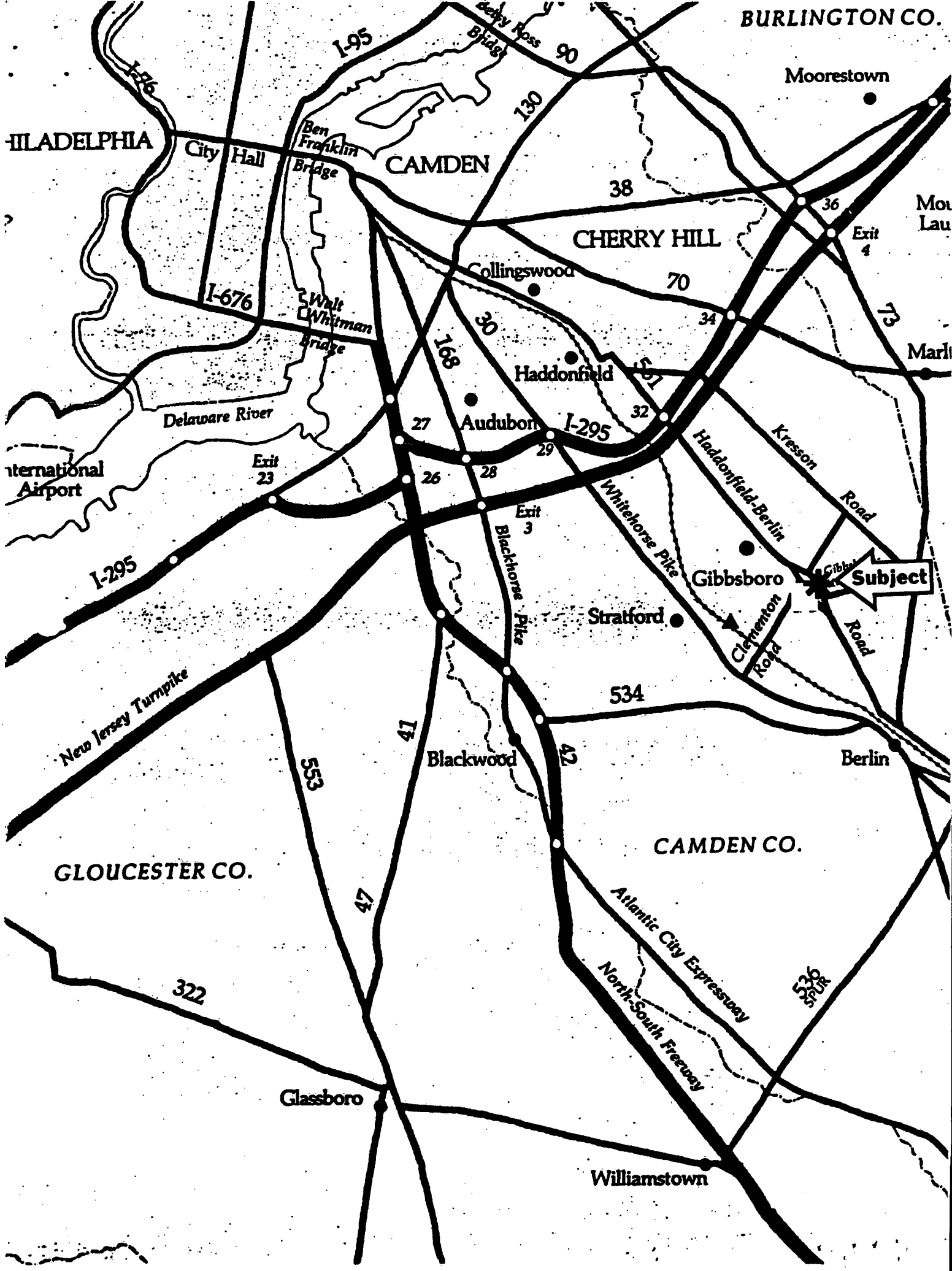
NEIGHBORHOOD DESCRIPTION - (Continued)

surrounding Silver Lake, with views of the lake from all buildings.

The Paint Works Corporate Center was formerly an old paint factory founded by Englishman John Lucas and operated as Gibbsboro's primary business for 129 years until it closed six years ago. The twenty two (22) acre site was purchased for $800,000 in July, 1981 by Robert Scarborough who planned to restore approximately ten buildings and convert the site into a light manufacturing and small warehouse area.

After about half of the square footage that faced the lake was demolished, the spectacular view of Silver Lake was revealed and plans shifted to turning the site into primarily an office center. While no new buildings would be constructed initially, the project would be designed around the factory's newer, more sturdy structures. The old warehouses were recycled to modern offices with limited adjacent warehouse space ranging from 24,255 to 64,220 square feet and having tailgate loading. Over 400,00 square feet of office and high-technology space has been created to date.

The project is unique and outstanding. The site which contained a haphazard array of deteriorating buildings was transformed into a modern, vital corporate center. With the completion of the initial project, the owners are seeking to expand and are acquiring older residential properties for this purpose. The acquisition is further demonstrated in our land value discussion.


BURLINGTON CO.
Betsy Ross Bridge
I-95
90
130
Moorestown
I-76
HILADELPHIA
City Hall
Ben Franklin Bridge
CAMDEN
38
36
Exit 4
CHERRY HILL
Collingswood
70
I-676
Walt Whitman Bridge
30
168
34
73
Haddonfield
561
Delaware River
27
Audubon
I-295
32
29
Kresson Road
Haddonfield-Berlin Road
International Airport
Exit 23
26
28
Exit 3
Whitehorse Pike
Blackhorse Pike
Gibbsboro
Subject
I-295
Stratford
Clementon Road
Road
534
New Jersey Turnpike
41
553
Blackwood
42
Berlin
CAMDEN CO.
GLOUCESTER CO.
47
Atlantic City Expressway
North-South Freeway
322
536
Glassboro
Williamstown

1). View from the subject as seen looking in a westerly direction across Haddonfield/Berlin Road (Route 561). The RCA Building is situated in the highly successful "Paint Works" complex.

2). View from the subject, looking south across Haddonfield/ Berlin Road.

NEIGHBORHOOD DESCRIPTION - (Continued)

The immediate subject neighborhood is predominately wooded, except for a few highway commercial businesses. Opposite the subject, across Route 561 is a liquor store and deli. A developer has obtained preliminary approval for the construction of 52 plush residential homes to be situated behind the subject. These homes are estimated to start in price at $250,000.

Alluvium, a luxury residential community of more than 300 fashionable homes, lies just one mile south of the subject site. This subdivision was built over the past eight years and continues today.

Haddonfield-Berlin Road (County Route 561), along the subject parcel's eastern frontage, is a major thoroughfare extending through Camden County linking Haddonfield, Cherry Hill and Interstate 295 (Haddonfield-Gibbsboro Exit), only three miles to the north of the subject, with Berlin to the south, only three miles from the subject.

The area of Voorhees immediately west of Gibbsboro is highway commercial along Route 561. This area not already utilized along Haddonfield/Berlin Road (Route 561) is subject to imminent development. Analyses conclude that this area will experience active office, flex and retail development during the next five years.

A few examples of recent developments along Haddonfield/ Berlin Road are the 120,000 square foot fully occupied Eagle Plaza Shopping Center and the Laurel Oak Corporate Center. The Corporate Center comprises more than 100 acres and is currently

NEIGHBORHOOD DESCRIPTION - (Continued)

under development providing the following Class A office space:

1000 LAUREL OAK CORPORATE CENTER - The development's landmark 32,000 square foot office building is completed and leased to a selection of quality tenants that includes Ohio Casualty Insurance Company and Owens Corning Fiberglass Corporation.

1010 LAUREL OAK CORPORATE CENTER - This one-story glass/masonry structure is comparable to 1000 Laurel Oak Corporate Center in construction detail and in flexibility of interior design. The 28,500 square foot sister building is complete and ready for tenant finishes. Approximately 4500 square feet are leased ... suites as small as 800 square feet up to the remainder of the building are available at $15.50 per square foot - full service, zero floor factor.

1020 LAUREL OAK CORPORATE CENTER - The first of the "gateway" buildings into Laurel Oak Corporate Center. Located directly on Haddonfield-Berlin Road in Voorhees, New Jersey, it offers approximately 19,800 square feet on each of the three floors. A landscaped parking area will provide ample space for 235 cars. This building can accommodate a wide variety of spatial configurations allowing for efficient space plans for full-floor or smaller tenants. Emphasizing the suburban character of the park, the facade is a combination of colonial brick and ribbon windows. Bermwork and extensive plantings provide the building with subtle transition to the landscaped ponds and walkways. This superior building, at the entry to the complex, provides a distinctive image and affords executive offices an exceptional view. ITT Credit Corp. was the first full-floor tenant in this building.

1030 LAUREL OAK CORPORATE CENTER - Two 13,900 square foot one-story contemporary office structures containing office suites of approximately 1,000 square feet, each with a private entrance. Specifically designed for professional or medical offices, each suite contains individual lavatory facilities. Conveniently located to area hospitals and commercial centers, the Professional Arts Buildings provide good visibility from the highway and generous parking.

1040 LAUREL OAK CORPORATE CENTER - Two contemporary 13,900 square foot office buildings designed for general office use, providing individual entrances and generous parking.

NEIGHBORHOOD DESCRIPTION - (Continued)

In summary, this area of Camden County is in the midst of an active growth and development program.

While the general area is rural, wooded in nature, the expanding growth is easily visible as are proceeds from Haddonfield, south along Route 561. If the economy holds steady, the prospects for more intensive residential and commercial development in this community are obviously positive in nature. The determination by Wawa to open a store in this area further demonstrates the probability of growth and the availability of need. In summary, I regard the subject area as an improving one.

THE SUBJECT PROPERTY

LAND

The subject land is irregular in shape as the reduced site plan on the following page illustrates. This appraisal is based upon the plan prepared by Paul D. LaPierre, P.E., and dated 5/21/84.

The site has 299 feet along Haddonfield/Berlin Road and 244 feet along Milford Avenue. Its largest dimension is 386 ft. along the rear property line. According to the surveyor, the site consists of 1.79 acres.

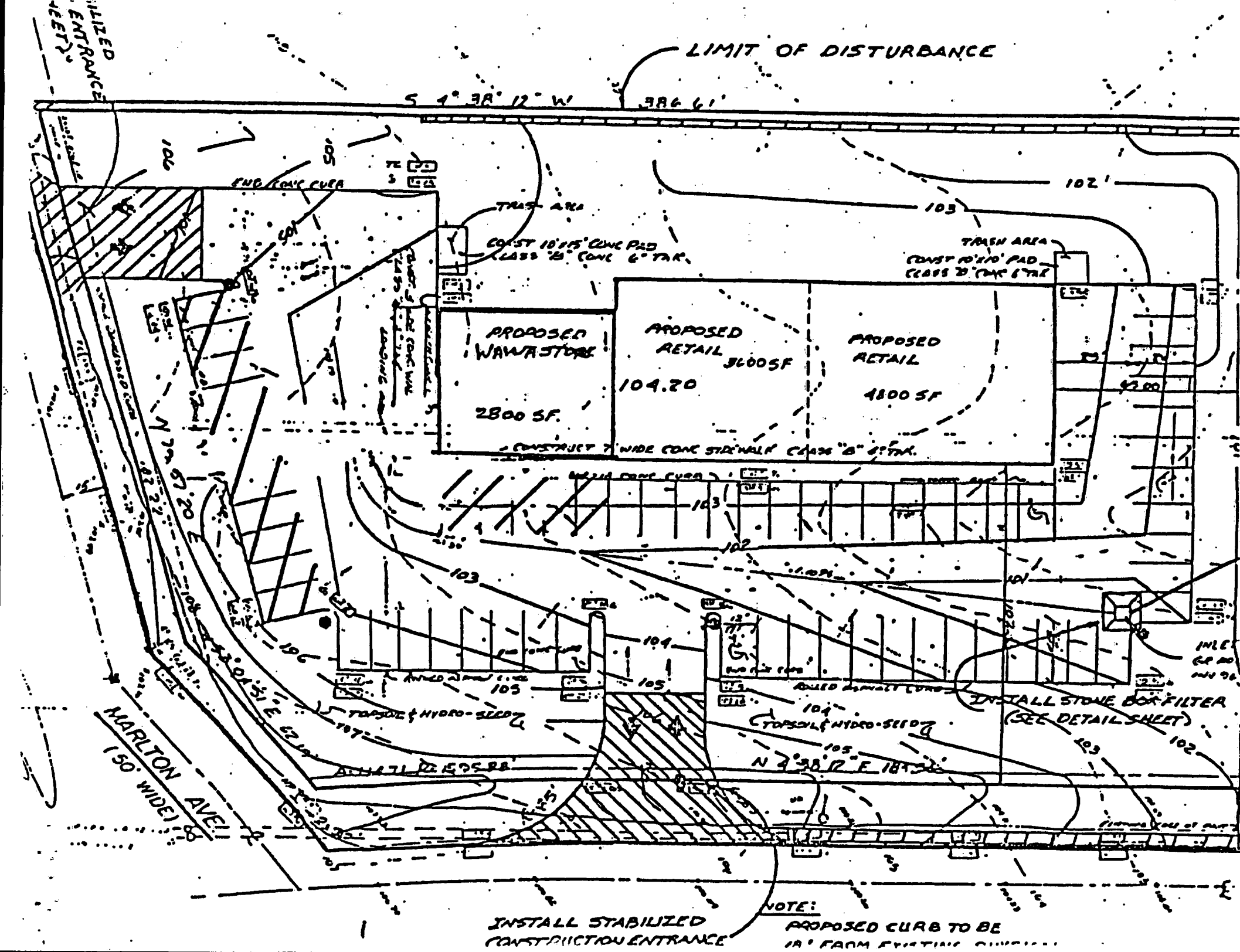
The site is reasonably level with the street access. The frontage is a street grade and there is a curb cut on both roadways for ingress/egress for the shopping center. There are wall mounted and free standing light fixtures.

Both water and gas are available to the property, with a fire hydrant located approximately 350 feet south of the site along Haddonfield/Berlin Road. Sewer is septic with a disposal bed located outside of subject.

The site is attractively landscaped and lighted, and has parking for 62 vehicles, including three spaces designated for the handicapped. Roadway is macadam, with reinforced concrete service walk and sidewalk.

IMPROVEMENTS

The completed improvements consist of a one-story commercial building of masonry and steel frame construction, containing an estimated 11,380 square feet of gross area. This appraisal is


LIMIT OF DISTURBANCE
S 4° 38' 12" W
386.61'
TRASH AREA
CONST 10'x15' CONC PAD
CLASS "B" CONC 6" THK.
TRASH AREA
CONST 10'x10' PAD
CLASS "B" CONC 6" THK
PROPOSED WAWA STORE
2800 SF.
PROPOSED RETAIL
3600 SF
104.20
PROPOSED RETAIL
4800 SF
CONSTRUCT 7' WIDE CONC SIDEWALK CLASS "B" 4" THK.
ROLLED ASPHALT CURB
TOPSOIL & HYDRO-SEED
INSTALL STONE BOX FILTER
(SEE DETAIL SHEET)
MARLTON AVE.
(50' WIDE)
N 4° 38' 12" E
INSTALL STABILIZED
CONSTRUCTION ENTRANCE
NOTE:
PROPOSED CURB TO BE

THE SUBJECT PROPERTY - (Continued)

based upon the plans and specifications prepared by Kanalstein, Timber, and Danton, P.A., dated 9/20/85 and containing pages A-1 through A-12. These improvements are more fully discussed below.

The building foundation consists of concrete block foundation walls on spread reinforced concrete footings. The building exterior fronts are split face decorative block along the north and south elevations with aluminum siding on front and side roof gables. Floors are four inch wire mesh reinforced concrete slab. Roof is fiberglass shingled over 4 ply sheathing nailed to wood trusses. Rain gutters and downspouts are aluminum.

As noted on the photographs, doors are aluminum exterior storefront type, anodized finish with deadbolt locks. Rear exit doors are 1 3/4" hollow metal with hollow metal frame. Interior dorrs are hollow wood with hollow metal frame. Windows are metal insulated.

The framing is wood. Plumbing is cast iron and copper supply lines, vitreous china fixtured powder rooms. Electricity is 200 amp., 120 volt, 3-phase primary service for each store except Wawa, which has a 600 amp. service. There are incandescent and flourescent lighting fixtures throughout. The building is insulated with 6" fiberglass batts on all exterior walls and roof, providing a minimum R-19 rating. Interior finish is acoustical tile in metal T-bar system, with ½" and 5/8" sheetrock over wood studs. Powder rooms have asphalt vinyl floor coverings.

Each store is equipped with its individual self-contained

THE SUBJECT PROPERTY - (Continued)

combination heating and air conditioning system with sheet metal duct work and ceiling mounted diffusers. Units are Singer type, 140,000 BTU, gas fired type. Air conditioning is produced by 4 ton units. Wawa store has a separate heating and air conditioning system with a heat pump. Each store is equipped with individual ten gallon capacity glass lined hot water heaters, electrically fired. Wawa has a forty-five gallon hot water heater.

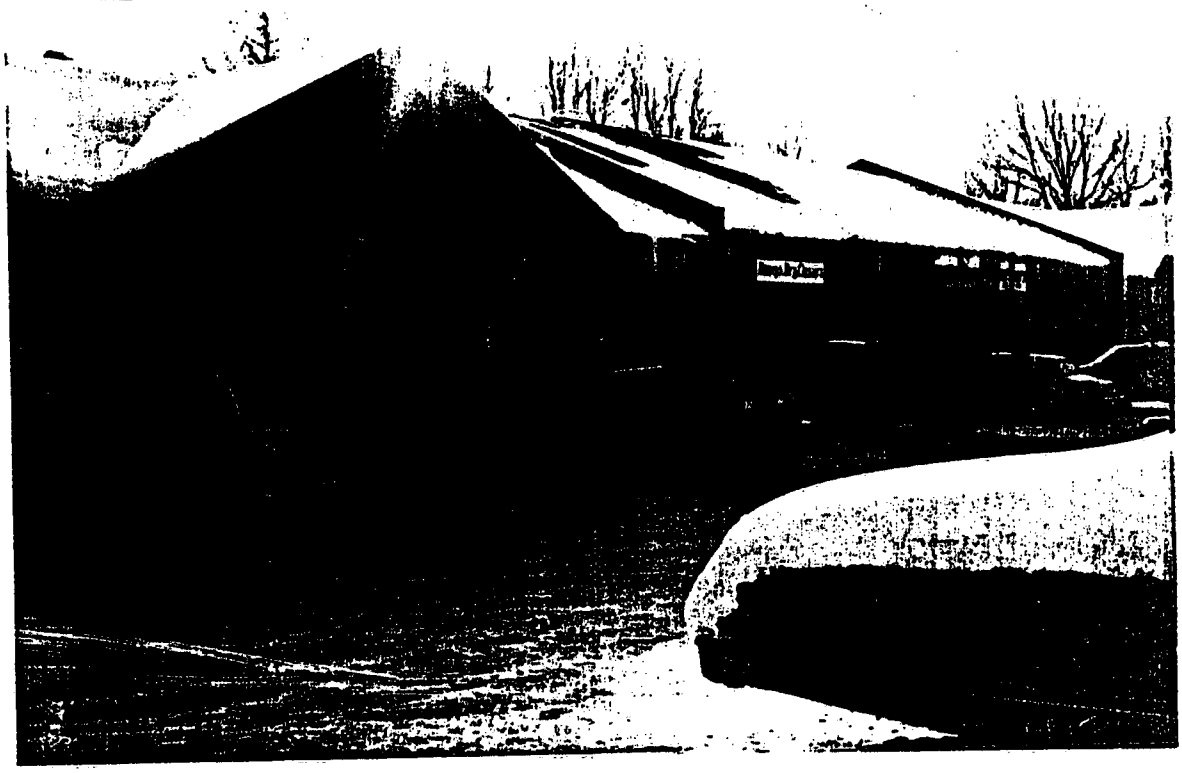
AGE AND CONDITION

The building is less than one year old with no functional or economic obsolescence.

ESTIMATED BUILDING AREA

Gross	Rentable Area
11,392 S.F.	11,200 S.F.

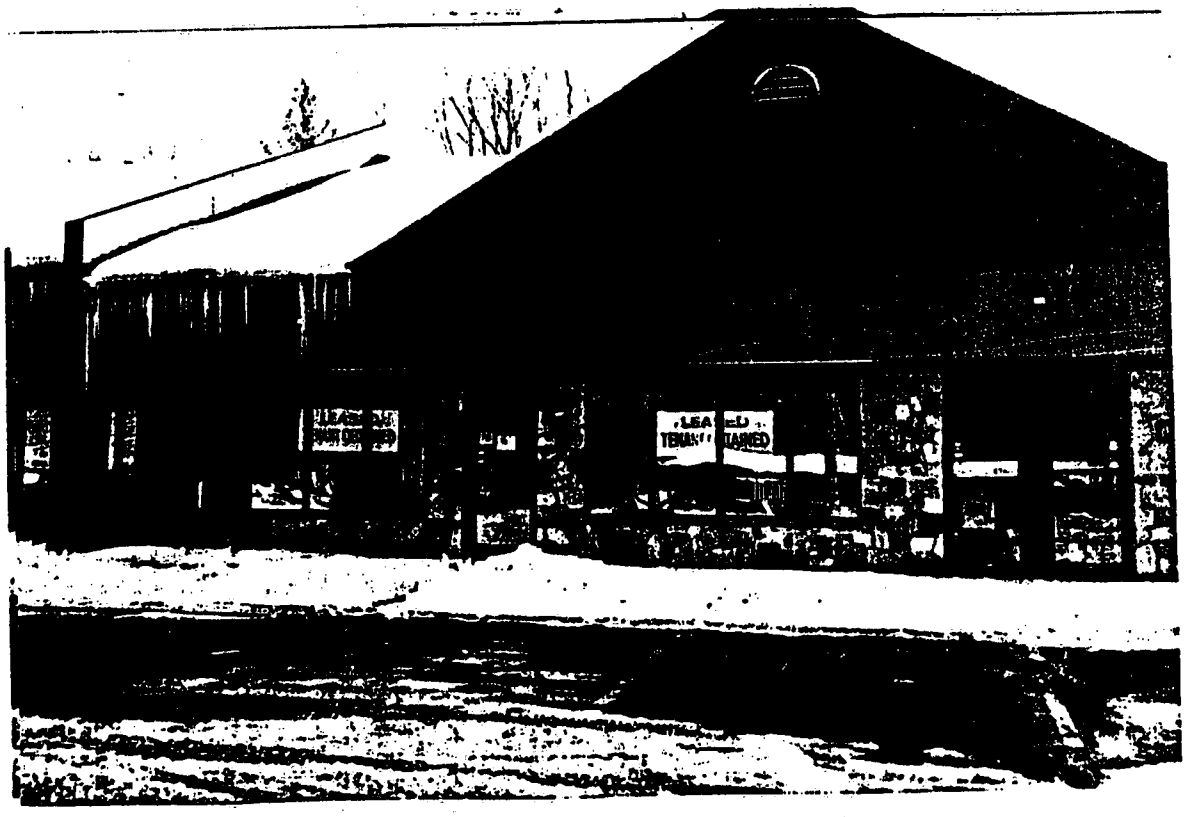
3). View of Wawa on a winter day.



4). Rear view of subject.

5). Another view of subject, Wawa at far left.

6). Pharmacy moving into 2,400/S.F. as of 2/15/87.



THE SUBJECT PROPERTY - (Continued)

ZONING

The subject property is zoned C-2. This classification permits retail stores as well as a number of other commercial uses. Some of the more pertinent requirements of this code are listed below. According to the township clerk, this property is zoned properly for the intended use.

ARTICLE IV, Section 181-14C. (Area, Yard, and Building Requirements in a C-2 District is amended as follows):

C. Area, Yard, and Building Requirements. Except as modified in ARTICLE V, the following standards shall apply to all structures in a C-2 district:

(1)	Minimum Lot Size:	1/2 acre
(2)	Minimum Lot Frontage at Street Line:	100 feet
(3)	Minimum Lot Frontage at Building Line:	80 feet
(4)	Maximum Lot Coverage:	30%
(5)	Maximum Height:	25 feet
(6)	Minimum Front Yard:	30 feet
(7)	Minimum Side Yards:	20 feet each
(8)	Minimum Rear Yards:	20 feet each

(9) All lots in a C-2 District which are adjacent to a residential district or which abutt a residential use in another zoning district shall provide a planted buffer as described in Section 181-14C.

ASSESSMENT

The subject property is currently identified on Gibbsboro tax map as Block 14.02, Lot 1. The current tax bill indicates an assessment of $264,600 for the improvements, and nothing yet

THE SUBJECT PROPERTY - (Continued)

given to the land. The indicated taxes based upon the current assessment are $6,502.55.

The assessor's office indicated that a new assessment had been mailed to the owner. There was nothing available in the 1986 tax booklet for the subject and the assessor would not reveal the contents of his letter to the owner.

The final real estate tax assessment should be completed by June, 1987. The total tax bill will be distributed among the tenants for payment of their proportionate share.

OCCUPANCY

The property is currently occupied as follows:

Store	Tenant	Area Leased	Term	
1	Wawa, Inc.	2,800 S.F.	10 yrs.	$34,600- 1st 5 yrs. $40,100- 2nd 5 yrs.
2	Dry Cleaner	1,200 S.F.	5 yrs.	$14,400
3-4	Spaghetti House*	2,400 S.F.	10 yrs.	$28,800- 1st 2 yrs. $33,264- yrs.3,4,5,6 $36,000- yrs.7,8,9
5	Vacant	1,200 S.F.	-	-
6	Vacant	1,200 S.F.	-	-
7-8	Retail Pharmacy	2,400 S.F.	30 yrs.	$25,200- 1st 10 yrs.

*Lease effective March, 1987. Tenant improvements in process.

HIGHEST AND BEST USE

Highest and Best Use is defined as "the most profitable, likely and available use to which a property can be put." It is a use that is influenced by many general considerations which must be considered if the proposed use is:

1). Legally permissible under zoning or other controls.

2). Physically possible considering the size and shape of the plot.

3). Appropriate in terms of location and conformity with the existing land use pattern, and;

4). Feasible, in an economic or social sense, when projecting the proposed use at this location.

Implied within the definition of Highest and Best Use is recognition of the contribution of the specific use to the community environment or development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of Highest and Best Use results from the appraiser's judgement and analytical proficiency. The use determined from analysis represents an opinion supported by area trends and pertinent market factors. The concept of Highest and Best Use represents the premise upon which value is based.

The subject property is zoned C-2, a classification which permits retail stores. The area along Haddonfield/Berlin Road in both Gibbsboro and adjacent Voorhees Township is undergoing various types of new commercial and highway retail business development. The intensity of development is more pronounced in Voorhees at this time.

In accordance with Memorandum 41.C of the Federal Home

HIGHEST AND BEST USE - (Continued)

Bank Board, your appraiser has made a study of the feasibility/ marketability of the proposed shopping center. The following analysis is provided as to the quantity and quality of shopping center stores presently existing within the immediate competitive market of the subject.

1). Plaza Shoppes is located along White Horse Road in Voorhees Township. This center is fully leased and new rentals are quoted at $12.00/S.F. by the owner, a knowledgeable entrepreneur. This center took six months to construct. The owner indicated that all leases automatically go up $1.00/S.F. in 1987 with existing tenants. Mr. Keller also owns the 11,700 square foot Burnt Mill Plaza and The Centrum Plaza, both located in Voorhees Township. These centers likewise are rented at $12.00/square rates on any 1986 vacancy, with $1.00 square foot escalation in 1987 on existing leases.

2). Echo Shoppes I is located along White Horse Road in neighboring Voorhees Township. New leases are at $12.00 per square foot. This center was completed in eight months and fully leased prior to completion of construction. Stores 1A, 4, 4A, and 5 are rented at $12.00 rates, with a lease summary found in my work files should you wish any additional data.

3). Echelon Village Plaza was originally completed in 1980, containing 60,000 S.F. It is anchored by a

HIGHEST AND BEST USE - (Continued)

32,000 S.F. Super Fresh food store and a 12,000 S.F. Thrift Drug. A new 18,000 square foot addition is under construction and rates are quoted in a range of $11.50 to $12.25 per square foot. This center is along White Horse Road, approximately one mile north of the subject. A plan of this center is found in the Addendum.

4). Eagle Plaza is a 120,000 square foot center anchored by Acme, completed in 1980 and fully occupied. New leases range from $11.50 to $12.50 per square foot, depending on tenant quality and space size. This center is found along Haddonfield/Berlin Road, approximately one mile west of the subject.

Following is a Summary of Comparable Shopping Centers located in Voorhees Township. This summary outlines the name, size, rental rate and any vacancy for the area, in addition to the above discussion.

As noted from this Summary, a good deal of activity has taken place these past few years. New space is under construction along Route 561 and also on White Horse Road. The minimum rental at all of these stores for new tenancy is $12.00/per square foot. The current market indicates a 100% occupancy of existing space. The future market trend suggests a strong likelihood that additional space can be absorbed and that higher rentals will be attained. For example, the owner of the Plaza Shoppes stated that he plans to increase rat to $15.00

PROPERTY	AGE	SIZE	MIN. SPACE	ANCHOR	OCCUPANCY	RENT S/F	DISTANCE FROM SUBJECT
1). Plaza Shoppes White Horse Road	1985	10,800	1,200		100%	$12.00*	Two miles
2). Echo Shoppes I White Horse Road	1985	14,098	1,000		100%	$12.00	Two miles
3). Echelon Village Plaza White Horse Road	1980 1986	60,000** 18,000	1,000	Super Fresh Thrift Drug	100%	$11.50/ $12.00	One & one-half miles
4). Eagle Plaza White Horse Road	1980	120,000	1,000	Acme	100%	Quoting $11.50/ $12.50/SF	One mile North
5). Southgate Plaza Rt. 561 Southgate Drive	1978	7,200	1,000		100%	$10.50/ 12.00	One mile
6). Avian Plaza	1984	23,920	1,000	Wawa Rite Aid	100%	$12.00	Two miles

Rent going up $1.00 per S.F. per year with existing leases.

**Under construction.

HIGHEST AND BEST USE - (Continued)

a square foot in 1987 due to the heavy demand for space.

The previously noted locational and site characteristics including identity, vehicular traffic, neighborhood appearance, proximity of supporting services and excellent transportation to and from important destinations logically leads to the conclusion that the Highest and Best Use of the subject site is for development with a strip-type shopping center.

After considering all potential uses and analyzing each in light of the above conditions, it is my opinion that the Highest and Best Use of the subject property is its utilization as a shopping center. This use is consistent with the controlling zoning and the area appears to have a demand, especially considering the continued growth planned both commercially and residentially. The improvements seem to be harmonious with the surrounding area and blend well into this area which should continue to experience continued growth with commercial activity at the "Paint Works" and the new, proposed, exclusive $250,000 homes to be situated north of the subject.

DISCUSSION OF VALUE

APPROACH TO VALUE

All three Approaches to Value have been considered in this appraisal. Greatest reliance has been given to the Income Approach since it is this approach that a typical buyer would utilize in valuing the subject property. The Cost Approach was considered significant since the subject property represents new construction. The Market Data Approach was also used in this valuation and a number of recent sales were analyzed.

VALUE FACTORS

Similar to all real estate, the subject property possesses both positive and negative factors which influence its value. Set forth below are those considered most relevant.

Positive Factors

1. The subject's location is believed to be good being situated on a well travelled street in a growing area.
2. The subject site possesses good size allowing for these stores.
3. The building is attractive, of modern design and compatible with the surrounding area.
4. There is sufficient on-site parking which is regarded as an attribute.
5. Ingress and egress is rated as good.

Negative Factors

1. The only negative factor would be the possible need for a traffic light, since cars move readily along this

DISCUSSION OF VALUE - (Continued)

heavily travelled artery. A borough official indicated that a new light is proposed for 1987 at this location.

All factors considered, the subject property at this time is believed to be very marketable.

DISCUSSION OF VALUE - (Continued)

VALUE ANALYSIS

INCOME APPROACH

As indicated earlier, greatest emphasis has been given to the Income Approach since the typical purchaser is primarily interested in the income generated by the property. Set forth on the following page is the Summary of the Income Approach.

A rather thorough analysis of current shopping center rentals was discussed within the Highest and Best Use section of this report. It is apparent from this analysis that a large supply of strip shopping centers have come on to the market within the past 24 months. An additional 15,000 square feet is proposed or under construction along Route 561 in neighboring Voorhees Township. Due to this continued supply of new space, it is my opinion that the pace of leasing activity will slow down. That is to say that I feel it will now take longer to lease new space as opposed to 7,000 - 12,000 square foot centers being "leased up" prior to completion of construction.

It is obvious from the current market that shopping center owners are commanding a current economic rental equivalent to $12.00 per square foot. The 120,000 S.F. Eagle Plaza is fully occupied, with rents at $12.00/SF. The Echo Shoppes I is fully leased at an average of $12.00/SF along White Horse Road in Voorhees Township. The Echelon Village Plaza, also along White Horse Road, ¼ mile from Haddonfield/Berlin Road (Route 561) is expanding by 18,000 square feet. New rates here are quoted at $12.00/SF by DePetris Realty.

STABILIZED GROSS INCOME

Gross Income		$134,400
11,200 square feet at $12.00/S.F.		
Less Vacancy Allowance - 5%		- 6,720
Effective Gross Income		$127,680
- Repairs, replacement & reserves.	$3,920	
- Management & leasing 5%	6,520	
- Fire & extended coverage, (Wawa only)	1,824	
- Legal & accounting.	2,000	
		- 14,264
NET INCOME BEFORE DEDT SERVICE		$113,416

CAPITALIZATION OF NET INCOME

Development of Overall Rate

Mortgage Portion 75% x .1076*	=	.0807
Equity Portion 25% x .09	=	.0225
Overall Rate	-	.1032
Say (Rounded)	-	10.3%

Application

$113,416 ÷ 10.5% = $1,101,126 say $1,101,000

*Annual constant 10.76% (10½% interest) based upon 30 year amortization.

DISCUSSION OF VALUE - (Continued)

Gross income has been stabilized at $134,400 equivalent to $12.00 per square foot using an estimated net rentable area of 11,200 square feet based upon the owner's leasing program. The stabilized gross income has been based on the subject's rental experience to-date and the comparable rentals set forth previously.

From this a vacancy and credit allowance of 5% or $6,720 has been deducted resulting in an effective gross income of $127,680 equivalent to $11.40 per square foot. This is a new shopping center, with 2,400 square feet remaining to be leased. Based upon the past rental experience, I would expect this shopping center to be fully leased by June 1, 1987.

The leases will be virtually net to the owner; the only expenses are structural maintenance (roof) and minor repairs. This item has been estimated at $3,920 or $.35 per square foot of net leasable area which is believed to be adequate. Also, a leasing and management fee of 5% has been deducted from the effective gross income. Finally, I have deducted $2,000 for miscellaneous items including legal and accounting. The fire and extended coverage cost applies to Wawa only, and is based upon actual expense according to the owner. Expenses total $14,264 and are equivalent to $1.27 per square foot of net leaseable area.

The net income of $113,416 is equivalent to $10.12 per square foot and has been capitalized into value using an overall rate of 10.3%. This rate has been developed using the Band of

DISCUSSION OF VALUE - (Continued)

Investment method and verified in the marketplace. The capitalized value of the income stream is $1,101,000. This value indication is felt to be consistent with the actual circumstances involving this shopping center. The rental rates will most likely continue to rise during 1987, reaching an average rate equivalent to $12.50 per square foot by this December in this general market.

The fact that Wawa is a firm lease at $12.32 per square foot for a 10 year term and the new pharmacy begins a 30 year lease effective February 15, 1987 provides a good indication of the market acceptability of this location as a strip shopping center. In reviewing the expenses and recognizing the lease term of Wawa and the pharmacy, I feel the 5% projected vacancy and 5% leasing/management figures are reasonable, recognizing an additional estimate of $2,000 for legal and accounting expenses for the ownership of this center.

The capitalization rate is based upon current mortgage terms of 10½% interest, 30 year amortization, with a 10 year term. I have attributed a 9% return for the return on equity. Prior to the tax law change for 1987, owners were willing to accept a zero return on new construction in many cases, figuring that property appreciation would provide them with a 15%-16% average rate of profit when they sold the property. I feel that 9% is a reasonable cash-on-cash return in this instance.

In summary, the estimate of value indicated by the Income Approach is $1,101,000. This value estimate is based upon

SUMMARY OF LEASES

LOCATION	LESSEE	TERM	RENTABLE AREA	ANNUAL RENTAL
Store #1	Wawa, Inc.	10 years beginning 7/1/86	2,800 S.F.	$34,600 1st 5 years. $40,100 next 5 years.
Store #2	John D. Felice (Dry Cleaners)	5 years beginning 7/1/86	1,200 S.F.	$14,400 years 1 - 3 $15,120 4th & 5th yrs.
Stores #3 - 4	V. & G. Abbate (Spaghetti House)	10 years beginning 3/1/87	2,400 S.F.	$28,800 1st 2 years. $33,264 yrs.3,4,5,&6 $36,000 yrs. 7,8,&9 $40,260 10th yr.
Store #5	Vacant		1,200 S.F.	
Store #6	Vacant		1,200 S.F.	
Stores #7 - 8	Charles Lobel (Retail pharmacy)	30 years beginning 2/15/87	2,400 S.F.	$25,200 during first 10 years.

DISCUSSION OF VALUE - (Continued)

COST APPROACH

Since the subject property represents practically new construction, the Cost Approach was useful as a value indicator.

Set forth on the following page is a Summary of the Cost Approach.

The first step in this Approach is to estimate land value. The following sales were used in estimating its current value.

Land Sale No. #1 - Haddonfield/Berlin Road and Lakeview Drive, Gibbsboro, NJ. This lot is identified as Lot 3.02, Block 8.02 and measures approximately 190' x 500', containing an estimated 95,000 square feet (2.18 acres). Dorothy Hunter sold this property to Robert Scarborough on March 17, 1986 for a consideration of $185,000. Mr. Scarborough is the developer of the Paint Works and intends to demolish the existing structure and build a new office building. This sale is equivalent to $973 per front foot and $84,862 per acre.

Land Sale No. #2 - United States Avenue, Gibbsboro, NJ. This is a 50' x 50' parcel, identified as Block 10, Lot 1 which was acquired on December 17, 1984 by Robert E. Scarborough for a consideration of $80,000. This sale was an older residential property and was recorded in Deed Book 4015, Page 179. The sale is equivalent to $10.67 per square foot and $470,000 per acre before any adjustment for demolition costs.

SUMMARY OF THE COST APPROACH

LAND VALUE		$242,000.
1.79 acres @ $135,000/acre		
IMPROVEMENT VALUE		
Cost New		
Building	$665,292	
11,392 SF @ $58.40		
Site Improvements	27,500	
Overhead, carrying costs during construction, tenant improvements.	125,000	
Total Cost New	$817,792	
Less Depreciated 2½% (40 year life)	- 20,445	
DEPRECIATED IMPROVEMENT VALUE		$797,347
INDICATED VALUE BY COST APPROACH		$1,039,347
	say	$1,039,000

DISCUSSION OF VALUE - (Continued)

Land Sale No. #3 - United States Avenue, Gibbsboro, NJ. On April 4, 1984, Elenoir Haines sold this 240' x 150' residential property to The Paint Works Corporate Center for a consideration of $120,000. The property is further identified as Lot 3A, Block 10. This sale is equivalent to 36,000 square feet of land at $3.33 per square foot or $145,000 per acre before any adjusted cost of demolition. Said sale was recorded in Deed Book 3962, Page 428.

Land Sale No. #4 - Clementon Road and Haddonfield/Berlin Road, Gibbsboro, NJ. On March 15, 1985, Robert E. Scarborough purchased this property from Helen Roman for a consideration of $105,000. The property is identified as Block 8, Lot 3A and had 201 feet of frontage along Route 561. An older building was demolished. This sale is equivalent to $6.51 per square foot, $522 per front foot and approximately $283,000 per acre. Said sale was recorded in Deed Book 4031, Page 391.

Land Sale No. #5 - Laurel Oak Corporate Center, Haddonfield/Berlin Road, Voorhees, NJ. This high-tech office center is being developed approximately 1½ miles west of the subject in neighboring Voorhees Township. A typical sale is the purchase by the American Water Works of a seven acre parcel with frontage along Route 561. In October, 1986, they purchased this parcel for a consideration of $525,000 from Continental American

DISCUSSION OF VALUE - (Continued)

Life. This sale is equivalent to $75,000 and is offered to demonstrate various market sales of land along Haddonfield/Berlin Road. The sale was adjusted upward for size and zoning differences when compared to the subject.

Land Sale No. #6 - N/S of White Horse Road, Voorhees, NJ. This site is located approximately two miles from the subject in the adjacent commuiity of Voorhees. It is about ¼ mile south of Haddonfield/Berlin Road in an area undergoing highly intensive highway development. The property is irregular in shape, having 139 feet of frontage along White Horse Road. It contained 2.86 acres and was at street grade.

Fred Tocco Corporation sold this property to Physical Fitness Centers of Philadelphia on November 20, 1985 for a consideration of $613,350. This lot is identified as Block 150.18, Lot 7.10 and the sale is recorded in Deed Book 4092, Page 887. The sale is equivalent to $214,458 per acre, $4.53 per square foot and $4,389 per front foot.

Three other sales have occurred in 1985/86 along White Horse Road and each sale was equivalent to a price per acre of at least $200,000. This sale would tend to set an upper limit in any reasonable range of land value when compared to the subject. This sale was adjusted for time and location.

DISCUSSION OF VALUE - (Continued)

The above six sales are indicative of what is going on within the immediate vicinity of the subject. The Paint Works development is continuing to purchase property for expansion of its highly successful development. After considering the above sales and adjusting for differences between them and the subject, it is my opinion that the subject land has a fair market value of $242,000, if vacant and approved for commercial/retail development. This value is equivalent to $135,000 per acre, or $3.10 per square foot. These figures appear well supported by the comparables and tend to be reasonable along a roadway which is undergoing continued new real estate development.

In estimating the cost of the proposed improvements, several of the generally recognized cost manuals were consulted. Based on these and knowledge of construction costs, it is my opinion that the total cost new of the improvements is $817,792. The summary page shows the breakdown between the building and site improvements which I feel is reasonable.

In the Addendum of this report, you will find the owner's projected cost breakdown for the development of this project. In estimating a cost new for the building, I have merged the sewer system cost into the building and made a separate estimate for landscape, curbing and outside lighting under site improvements.

Since the building and site improvements are only a year old, evidencing no inherent functional or economic obsolescence,

DISCUSSION OF VALUE - (Continued)

only nominal depreciation has been charged. Thus, the depreciated improvement value has been estimated at $797,347 with a $20,445 deduction made for depreciation.

When the figure is added to the land value estimate of $242,000, the total value indication by the Cost Approach is $1,039,000 (rounded).

DISCUSSION OF VALUE - (Continued)

MARKET DATA APPROACH

The Market Data Approach involves a detailed comparison of sales of comparables or reasonably competitive properties with the subject. One of the limitations of this approach is that exactly similar properties seldom exist in the open market, although the comparables used herein are felt to offer good similarities to the subject. Rather than compare the overall price paid to each comparable sale, the sales data is better related when reduced to units of comparison. Typically, price per square foot of building area and gross rental multipliers are what the market uses in analyzing pertinent shopping center sales. Improved sales most representative of the characteristics of the subject property were sought.

Set forth on the following pages are those sales considered most comparable.

Pertinent details covering these transactions are narratively described below followed by a summary of the market data. In analyzing these sales, the following factors have been considered in relation to both the comparables analyzed and the subject.

1. Locational dissimilarities and the nature of surrounding development.
2. Availability of competing properties.
3. Land Size.
4. Physical characteristics of the improvements such as size, shape, construction, age, and condition.
5. The effect of time on selling prices.

DISCUSSION OF VALUE - (Continued)

6. Any special motivations of the parties to the transaction which would include any preference financing that would differentiate a sale from a typical market transaction.

Improved Sale No. 1 - Delsea Plaza Shopping Center, West Side of Delsea Drive, 40' North of Carteret Avenue, Deptford Township, Gloucester County, NJ. This property was conveyed from Giacomo Sparacio, et ux, to Thomas Lew, et ux, on January 31, 1984 for a total consideration of $352,000. The consideration was comprised of $100,000 cash and a new first mortgage of $200,000 and a $52,000 second mortgage at 11% interest for three years.

The property consists of a fifteen year old open-strip, convenience type shopping center containing approximately 11,350 square feet of leasable area in nine stores on 1.07± acres of land. Tenants were all local in nature and there were two vacancies at the time of sale.

Annual gross income and operating expenses, as represented by the previous owner, were $59,219 and $12,790 respectively. This results in an indicated net operating income of $46,429. Expenses were not stabilized and did not include management and leasing, reserves for replacements, and professional fees. The indicated overall rate is 13.2%, exclusive of stabilized expense items.

The sale price is equivalent to $31.01 per square foot of leasable area, and reflects an indicated overall rate of 13.2%, exclusive of additional stabilized expense items.

DISCUSSION OF VALUE - (Continued)

Gross rent multiplier is 5.94.

Improved Sale No. 2 - Rancocas Woods Village Shops, Creek Road, Mount Laurel, Burlington County, NJ. This shopping center was sold in May, 1984 by Gerald Vingl to Herbert Lahn for a sale price of $1,100,000. The building contained 33,870 square feet of gross area and 21,591 square feet of net leasable area situated on a 2.704 acre site. This is a new strip center which was approximately 18% rented at the time of sale. The property is located in the Rancocas Woods section in an inferior location when compared to the subject. Projected gross income is $222,000.

The sale price is equivalent to $32.48 per square foot of gross area and $57.11 per square foot of net leasable area. This sale must be adjusted for its slightly inferior location and for the low occupancy at the time of sale.

Improved Sale No. 3 - Southgate Plaza Shopping Center, Southeast Corner of Haddonfield/Berlin Road (Route 561) and Southgate Drive, Voorhees Township, Camden County, NJ

In December, 1982, Southgate Plaza Shopping Center, a strip center of 7,200 square feet with six stores, was acquired by Joseph Feldstein for a sale price of $251,350. Some of the tenants included a beauty salon, convenience market, and a bakery. The center is about eight years old and in good condition. This property sold previously in October, 1980 for $215,000. On an unadjusted basis, the sale price reflected a unit comparison of $34.91 per square foot of building area including the land. This sale requires a

DISCUSSION OF VALUE - (Continued)

time adjustment. It is also inferior as to location.

Improved Sale No. 4 - 828 Haddonfield/Berlin Road, Cherry Hill Township, Camden County, NJ. This is a very small strip center which was sold in November, 1982 by Joseph Rodi to Steven L. Brand for $300,000 with a $235,000 purchase money mortgage at 12% interest. The two-story building contained 5,280 square feet and was situated on a 33,400 square foot site.

Sale price is equivalent to $56.82 per square foot of building area including the land.

Improved Sale No. 5 - Village II Center, Academy and Church Roads, Mount Laurel Township, Burlington County, NJ. On November 14, 1983, Keenan Brothers, Inc. sold a proposed two-story shopping center to Terra Associates, Ltd. for $1,686,000. The consideration was comprised of $486,000 cash and a transfer of a mortgage of $1,200,000. The sale included all permits and approvals to erect 2 two-story buildings containing a gross area of 28,140 square feet with first floor stores and second floor offices. Net rentable area was estimated to be 16,000 square feet. The site contains 2.914 acres.

The sale was based on a projected gross income of $267,425. Expenses were projected at $81,045 with an estimated net income of $186,380. Annual debt service will be $159,708. Thus, the cash flow was estimated at $26,672.

Based on the above, the sale price indicates an overall rate

DISCUSSION OF VALUE - (Continued)

of 11.05% and a first year cash on cash return of 5.5%. The sale price also reflects a gross rent multiplier pf 6.3. On a unit basis, the sale price is equivalent to $59.91 per square foot of gross building area and $105.38 per square foot of net rentable area including the land.

Improved Sale No. 6 - Avian Plaza, Southwest Corner of Evesham Road and Brendenwood Drive, Voorhees Township, Camden County, NJ. On December 27, 1985, Avian Plaza Associates sold this 24,000 square foot shopping center to Gentle Bear Enterprises for $2,327,500. The site contained 8.237 acres and there would appear to be land available for expansion. The sale is recorded in Deed Book 4105, Page 281. This property is improved with a 24,000 S.F. neighborhood strip center consisting of various stores including a Wawa and a Rite-Aid Pharmacy. This is an attractive facility with brick on the front and side walls, with the rear wall being of painted cinder block. It has a flat built-up roof and parking on-site is sufficient. This sale is equivalent to $96.98 per S.F. of building, including all of the land.

These sales were adjusted for differences in time, location and physical characteristics. A more comprehensive review of the adjustment process follows, wherein I've discussed the basis for typical adjustments.

DISCUSSION OF VALUE - (Continued)

PERCENT ADJUSTMENTS

Time Adjustment

We have time adjusted the sales to the date of appraisal using Gross National Product (GNP) deflators published by the Internal Revenue Service and Bureau of Economic Analysis. The implicit time adjustment factors from these deflators is as follows:

YEAR	TIME ADJUSTMENT
1983	+ 3.8%
1984	+ 3.8
1985	+ 4.0
1986	+ 4.2

Location Adjustments

Location adjustments are made on percentage terms based on our estimates of rent and resulting net income differentials between the location of subject property and the location of the sales comparables.

Physical Adjustments

Physical characteristics include such factors as zoning, size and shape of parcel(s), and similar physical dissimilarities between the subject property and sales comparables. These adjustments are applied on a percentage basis. For example, the subject site might be 10 percent more valuable than a sales comparable because of different zoning categories.

These six sales were reviewed and analyzed. Comparable Sales Number 5 & 6 were felt to be the most relevent in general locational features and economic rental levels. The Avian Center is now quoting $12.00 per square foot in new leases.

DISCUSSION OF VALUE - (Continued)

However, at the time of sale of both Avian and Village II, the rents were not at this level.

After reviewing these sales and upon recognizing that highly successful, new real estate developments are not being experienced by the owner or the center, your Appraiser has estimated a reasonable fair market value for the subject based upon these sales. On an adjusted basis, sales Number 5 & 6 range from $93.83 to $108.93 per square foot.

On balance, after adjusting for all the pertinent dissimilarities between the subject and the comparables, I have concluded that the market justifiably supports a value of $1,100,000 which is equivalent to approximately $96.55 per square foot of gross building area including land.

CORRELATION OF THREE APPROACHES

FINAL VALUE CONCLUSION

As indicated in the Approach to Value section, the Income and Cost Approaches were the primary approaches to value with the Market Data Approach used as a check on value. The resulting value estimates by these approaches are as follows:

Income Approach	$1,101,000
Cost Approach	$1,039,000
Market Data Approach	$1,100,000

This is a very small divergency between the three estimates. Analysis by the Income Approach is felt to be highly significant since the typical buyer would most likely utilize this approach. The rental estimates are believed reasonable and consistent with comparable rental data. Expenses are estimated but typical with other known shopping center expenses. The overall rate of 10.3% is also reasonable taking into consideration current mortgage-equity requirements and today's interest rates.

The Cost Approach was also relied upon. Land value was estimated based on sales within a one mile radius. The land value estimate of $242,000 is consistent with the sales data presented. The improvement cost figures were developed using nationally known cost indices and my own knowledge of current builders' costs in South Jersey. In the final analysis, this value estimate is slightly higher than the Income Approach value estimate.

Analysis by the Market Data Approach is also felt to be a reliable indicator of value. The six sales were analyzed and

FINAL VALUE CONCLUSION - (Continued)

provided a wide value range indication for the subject property before adjustments. Because of the quality of the sales data, a number of adjustments were required to each sale. Nevertheless, I believe that these sales support the value estimate for the subject property after adjustment.

In the final analysis, it is my opinion that the market value of the subject property is:

--- ONE MILLION ONE HUNDRED THOUSAND DOLLARS ---

($1,100,000)

If a breakdown of this value estimate is desired, the following is suggested:

LAND	$242,000
1.79 acres @ $135,000/acre	
IMPROVEMENTS	858,000
11,392 SF @ $75.31/SF	
TOTAL VALUE	$1,100,000
11,392 SF @ $96.55/SF	

CERTIFICATION OF APPRAISER

I, Raymond W. Stewart, do hereby certify that on January 29, 1987, I personally inspected the property herein appraised. The owner, or his representative, was advised of my assignment and invited to accompany me on the inspection, and the owner, or his representative did accompany me.

That to the best of my knowledge and belief, the statements contained in this appraisal are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions set forth within the appraisal.

I understand that this appraisal is to be used in connection with the mortgage financing, and that to the best of my knowledge and belief, this appraisal has been made in conformity with the appropriate Federal law, regulations, policies, and procedures applicable to appraisal of property for such purposes, and that no portion of the value assigned to such property, consists of items which are noncompensable under the established law, and the value does reflect influence of a proposed project.

That neither my employment, nor my compensation for making this appraisal report are in any way contingent upon the values reported therein.

That I have no direct or indirect, present, contemplated or future personal interest in this property.

That I will not reveal the findings and results of this appraisal to anyone other than the proper official of the lending institution or his designated representative.

Raymond W. Stewart

RAYMOND W. STEWART, M.A.I.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1). The statements of fact contained in this report are true and correct.

2). The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

3). I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

4). My compensation is not contingent on any action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

5). My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the American Institute of Real Estate Appraisers.

6). The use of this report is subject to the requirements of the American Institute of Real Estate Appraisers relating to review by its duly authorized representatives.

7). I am not currently certified under the voluntary continuing education program of the American Institute of Real Estate Appraisers.

8). I have made a personal inspection of the property that is the subject of this report.

9). No one provided significant professional assistance to the person signing this report.

Raymond W. Stewart

RAYMOND W. STEWART, M.A.I.

A D D E N D U M

CONSTRUCTION BUDGET

Description	Total Costs
Soft Costs	
Accounting	$ 3,750
Appraisal	2,000
Architectural	22,500
Civil Engineer	10,000
Construction Loan Interest	45,000
Construction & Permanent Loan Fees	35,000
Contingencies	35,000
Fire & Liability Insurance	7,500
Inspection Fees	2,000
Land Acquisition	160,000
Legal	12,000
Permit Fees	2,000
Printing (Drawings)	1,000
Promotion & Advertising	3,750
Soil Foundation Engineering	3,750
Supervision and Overhead	60,000
Title Insurance	5,000
Real Estate Taxes	10,000
TOTAL:	$420,250
Hard Costs	
Acoustical Ceilings	$ 10,200
Carpentry	41,000
Concrete	44,200
Drywall & Finish	12,700
Electrical	32,000
Exterior Doors	4,000
Exterior Windows	10,200
Fencing	3,000
Fire Extinguishers	2,500
Grading, Excavation Sewer & Water	43,000
General Conditions	59,000
Hardware Allowance	8,500
Insulation	6,000

(continued)

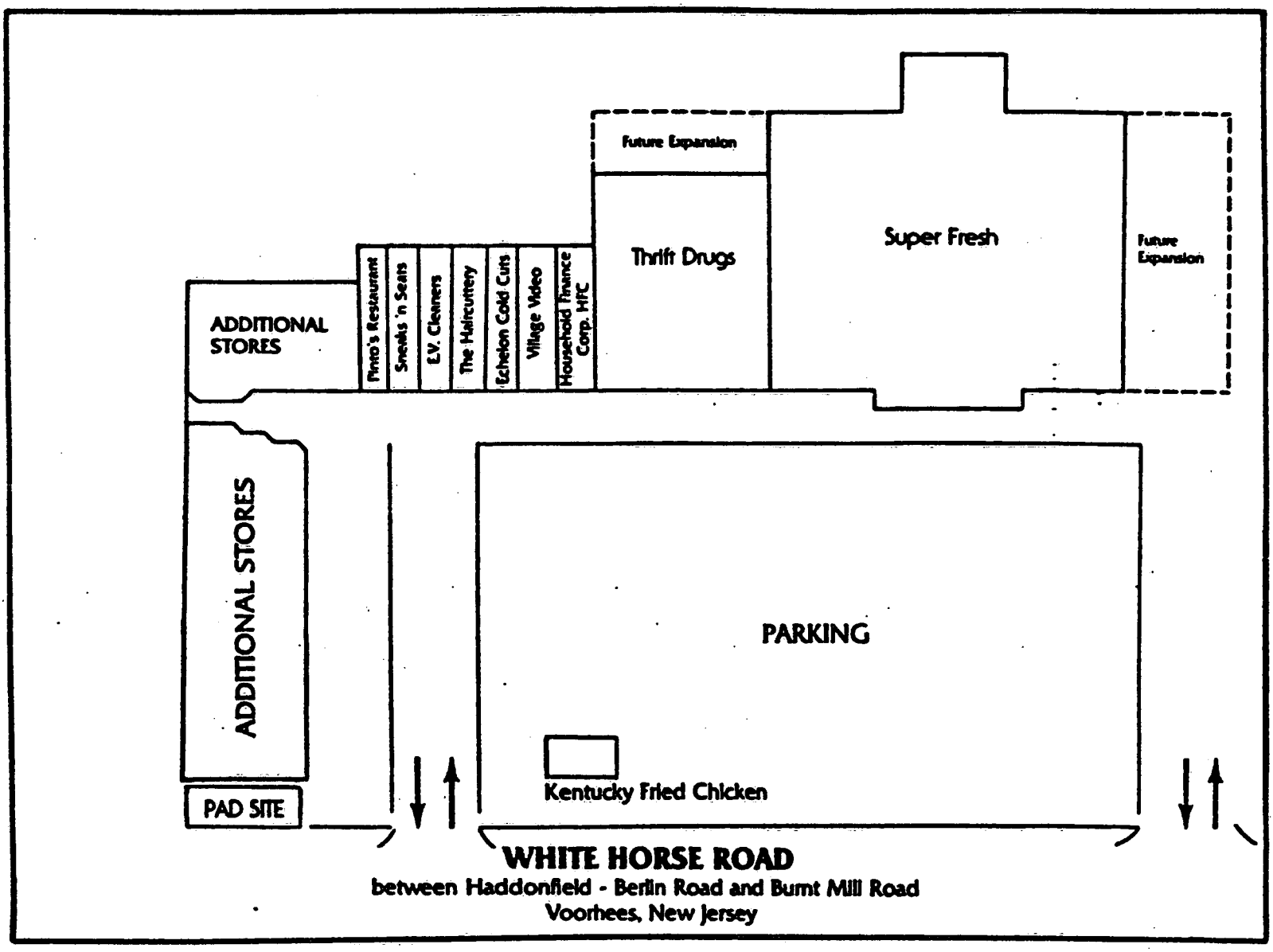
Hard Costs (Continued)

Landscaping	$ 10,200
Lumber	20,000
Masonry	36,500
Mechanical	37,500
Millwork	10,000
Painting	10,000
Parking Lot Striping	300
Paving	25,000
Plumbing	17,000
Roofing	30,000
Siding	3,400
Steel	17,800
Tile Flooring	16,000
Toilet Room Accessories	1,000
Trusses	20,000
TOTALS:	$531,000
GRAND TOTALS:	$951,250

ECHELON VILLAGE PLAZA

18,000 Square Feet Addition

PRIME RETAIL SPACE



Demographic Profile

3 Miles

Population	90,516
Households	25,808
Median Family Income	$37,383

JOIN:
SUPER FRESH
THRIFT DRUGS
AND MANY FINE STORES

DePetris Realty Group, Inc.

915 Lewis Tower Building
225 South 15th Street, Philadelphia, PA 19102
215/546-8300

Ashland Office Center
Evesham & Alpha Avenues, Voorhees, NJ 08043
609/429-2452

1986 FINAL TAX BILL

Monday thru Friday - 10:00 to 1:00
Other hours by appointment only. Call 783-6655
Interest at 8% per annum if not paid within 10 days of due date
Interest 18% over $1500.00

PROPERTY IDENTIFICATION

NUMBER	LOT NUMBER	QUALIFICATION
..02	1	

PROPERTY LOCATION: 71-83 S LAKEVIEW DRIVE
STRIP STORE

ADDITIONAL LOT NUMBERS

TAX AMOUNT BILLED

1986 3RD QUARTER DUE AUG., 1, 1986 — INTEREST — TOTAL

1986 4TH QUARTER DUE NOV. 1, 1986 — 5418.79 — INTEREST — TOTAL

PAID OCT 29 86 BOROUGH OF GIBBSBORO

TAX ACCOUNT NUMBER	BANK CODE	MORTGAGE ACCOUNT NO.	TAX BILL NUMBER
			863000048

NOVAK MORRIS
1940 E MARLTON PIKE
CHERRY HIL NJ 08003

DISTRIBUTION OF TAX

DESCRIPTION	RATE PER $100	AMOUNT OF TAX
COUNTY 1	1.900	2094.75
COUNTY LIBRARY	.050	55.13
DIST SCHOOL	1.301	1434.35
REGIONAL SCHOOL	.884	974.61
LOCAL TAX	.780	859.95
TOTAL TAX	4.915	5418.79
LESS DEDUCTION FOR		

ASSESSED VALUATION

LAND	0
IMPROVEMENTS	264600
TOTAL	264600
LESS EXEMPTION	86 ADDED
NET TAXABLE VALUE	110250

1986 NET TAX 5418.79
LESS 1986 TAX PREVIOUSLY BILLED 05 MOS. PRORATED
BAL. OF 1986 TAX

SEE REVERSE SIDE FOR INFORMATION TO TAXPAYERS | 4TH QUARTER INSTALLMENT DUE NOVEMBER 1, 1986 | 3RD QUARTER INSTALLMENT DUE AUGUST 1, 1986

1987 PRELIMINARY TAX BILL

BOROUGH OF GIBBSBORO — CAMDEN COUNTY, N.J.

Monday thru Friday - 10:00 to 1:00
Other hours by appointment only. Call 783-6655
Interest at 8% per annum if not paid within 10 days of due date
Interest 18% over $1500.00

PROPERTY IDENTIFICATION

BLOCK NUMBER	LOT NUMBER	QUALIFICATION
14.02	1	

PROPERTY LOCATION: 71-83 S LAKEVIEW DRIVE
STRIP STORE

ADDITIONAL LOT NUMBERS

TAX AMOUNT BILLED

1987 1ST QUARTER DUE FEB. 1, 1987 — 3251.28 — INTEREST — TOTAL

1987 2ND QUARTER DUE MAY 1, 1987 — 3251.27 — INTEREST — TOTAL

PAID JAN 29 87 BOROUGH OF GIBBSBORO

TAX ACCOUNT NUMBER	BANK CODE	MORTGAGE ACCOUNT NO.	TAX BILL NUMBER
			863000048

NOVAK MORRIS
1940 E MARLTON PIKE
CHERRY HIL NJ 08003

86 ADDED

EXPLANATION OF TAX

PRELIMINARY TAX IS EQUAL TO ONE HALF OF 1986 TOTAL NET TAX

1987 PRELIMINARY TAX IS: 6502.55

Cancel

SEE REVERSE SIDE FOR INFORMATION TO TAXPAYERS | 2ND QUARTER INSTALLMENT DUE MAY 1, 1987 | 1ST QUARTER INSTALLMENT DUE FEBRUARY 1, 1987

BOROUGH
GIBBSBO

TAX COLLECTORS STUB - DO

BLOCK NUMBER 14.0
LOT NUMBER 1
QUALIFICATION
ACCOUNT NUMBER 3251.27
86
1987 2ND
DUE MA
INTEREST
DEDUCTION
TOTAL
NOVAK MORRIS
BANK CODE
TAX BILL NUMBER 86300004

Professional Qualifications
Of
Raymond W. Stewart, M.A.I.

Appraisal Experience:

Since 1968, I have prepared appraisals for Market Value, Fair Rental Value, Leased Fee and Leasehold Estates, Tax Matters, Investment Analysis and Highest and Best Studies in New Jersey, Pennsylvania, Delaware, New York, Virginia, West Virginia, and Maryland.

I have testified as an expert witness on real estate values before the Board of Tax Appeals in Buffalo and Binghamton, New York; Ocean, Burlington, Camden and Gloucester Counties, New Jersey.

Designations and Memberships:

Member - American Institute of Real Estate Appraisers, MAI, No. 6119
Member - Burlington County Board of Realtors, New Jersey
Licensed Real Estate Broker in State of Pennsylvania

Education:

- Graduated from Rutgers, 1967, with B.A. degree
- Completed Real Estate Principles and Practices, Rutgers, 1967
- Completed Plans and Specifications, Philadelphia, 1968
- Completed Mortgage Financing, Philadelphia, 1969
- Completed ICSC Shopping Center Seminar, New York City, 1969
- Completed the following courses offered by the American Institute of Real Estate Appraisers:
  - Course I, Real Estate Principles, Rider College, Trenton, 1969
  - Course VI, Ellwood Approach, University of Georgia, Athens, GA 1970
  - Course II, Capitalization Theory & Techniques, Philadelphia, PA 1972
  - Course VII, Industrial Valuation, Chicago, IL 1974
  - Course IX, Reviewing Appraisers Course, University of North Carolina, 1979
  - Real Estate Investment Analysis, Dartmouth College, Hanover, NH, 1982

References and Clients:

A complete list of references and clients is available upon request and includes various banks, insurance companies, attorneys, accountants, individual property owners, investors and private corporations.

Residence:

5 Mindy Drive, Moorestown, New Jersey 08057
Telephone - (609) 234-5853

005179/004/561 Center lease
10/31/85 lbg

LEASE

561 Center - Landlord

~~Pizzeria - Ristorante~~, Inc.- Tenant
Vincenzo and Guiseppina Abbate,

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005179/004/561 Cent lease
10/31/85 lbg

LEASE made this 11 day of February , 1987

by and between

MORRIS NOVACK t/a 561 Center, having an office at 1940 East Marlton Pike, Cherry Hill, New Jersey 08003 ("Landlord")

-and-

Vincenzo Guiseppina Abbate
~~Pizzeria - Ristorante~~, Inc., residing at or having an office at 11 Country Walk, Cherry Hill, New Jersey 08003 ("Tenant")

BASIC AGREEMENTS

(a) The Land.

Landlord is the owner of certain land situated at State Highway 561 and Milford Road in the Township of Gibbsboro, Camden County, New Jersey, being Lot 1, Block 14A and Lot 1, Block 15, Plat 5, of the Tax Map of the Township of Gibbsboro (the "Land").

(b) The Center.

Landlord has caused to be constructed on the Land one shopping center building (the "Center") containing approximately 11,200 square feet of retail store area.

(c) Landlord's Work.

Landlord agrees that such portion of the Center which is hereinafter designated as the "Leased Premises" will be constructed substantially in accordance with the matters set forth on Exhibit 1 attached hereto ("Landlord's Work").

(d) Shopping Center Property.

As used in this Lease, the term "Shopping Center Property" means the totality of the Land, the Center, and the Common Areas defined in (b) of Article 1.

005179/004/561 Cent lease
10/31/85 lbg

Article 1. LEASED PREMISES; COMMON AREAS.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to and upon the terms and conditions set forth in this Lease, that portion of the ground floor of the Center designated as unit # 3&4 (the "Leased Premises"); together with the right to the non-exclusive use, in common with others, of the Common Areas, as defined in (b) immediately below. The leased area contains approximately 2,400 Sq. Ft.

(b) As used in this Lease, "Common Areas" means all areas and facilities outside the Leased Premises and the premises leased to other tenants of the Center or available for lease, and within the exterior boundaries of the Shopping Center Property that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and of other tenants of the Center and their respective authorized representatives and invitees. Common areas include, without limitation, pedestrian walkways, throughways, loading areas, sidewalks, service corridors, loading areas, parking areas, roads and all other areas and facilities provided by Landlord for the benefit of the Center.

Article 2. TERM.

The term of this Lease ("Lease Term") and Tenant's obligation to pay rent hereunder shall commence on the date on which the Leased Premises are delivered by Landlord to Tenant, as evidenced by delivery of the keys to the Leased Premises (the
* "Rent Commencement Date"). The Lease Term shall end (unless sooner terminated as hereinafter provided) at Midnight on the date of the expiration of Ten (10) full years from (i) the Rent Commencement Date if it is the first day of a calendar month, or, if it is not, (ii) the first day of the calendar month next succeeding the Rent Commencement Date. Each twelve (12) month period commencing with the date described in (i) or (ii) of the preceding sentence, whichever of such dates is applicable, is hereinafter called a "Lease Year". The parties hereby agree to execute, within thirty (30) days after the Rent Commencement Date, a supplement to this Lease fixing the definite date of the last day of the Lease Term and the dates of each Lease Year hereunder.

Article 3. RENT.

(a) Basic Rent.

Tenant hereby covenants and agrees to pay to Landlord, without offset or deduction of any kind, annual basic rent, as follows: (Y) (M) (D)

(i) for the first Lease Year--$28,800 ; 87-03-01

(ii) for the second Lease Year--$28,800 ;

(iii) for the third Lease Year--$33,264 ; 89-03-01

(iv) for the fourth Lease Year--$33,264 ;

(v) for the fifth Lease Year--$33,264 .** See Below 92 96

Such basic rent shall be payable, without offset or deduction of any kind or nature whatsoever, in advance, in equal monthly installments on the first day of each calendar month during the Lease Term, except that one month's basic rent shall be payable upon execution of this Lease, to be applied to the basic rent due

* It is understood that the lease term will commence on March 1, 1987 and the the Rent Commencement Date will be April 1, 1987 Representing one months free rent.

** The Sixth Lease Year will be the same as the Fifth Lease Year. 93-03-01
The Seventh, Eighth, Ninth Lease Year rent will be $36,000.00. 3000/MO
The Tenth Lease Year will be $40,260.00

96-03-01 3355/MO

for the first full calendar month of the Lease Term. Such basic rent shall commence to accrue on the Rent Commencement Date, and shall be prorated for the period beginning with the Rent Commencement Date and ending with the day prior to the first day of the first calendar month following the Rent Commencement Date, and shall be payable in full on the Rent Commencement Date.

(b) Additional Rent; Impositions ("Net-Net-Net Lease").

It is expressly understood and agreed that this is a "net-net-net" Lease. Accordingly, in addition to all basic rent and additional rent provided for in this Lease, Tenant shall pay, as additional rent hereunder and without offset or deduction of any kind or nature whatsoever, its "proportionate share" of any and all Impositions (as defined in Article 7) levied, assessed, imposed or charged against or in respect of the Shopping Center Property, as the same become due and payable as described in Article 7, all so that Landlord shall receive, throughout the Lease Term, the basic rent provided for in this Lease absolutely net of any such Impositions. If Landlord shall pay any moneys or incur any expenses in correction of any violation of any covenant of Tenant set forth in this Lease, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the next installment of basic rent to become due and payable hereunder, and may be collected or enforced as provided by law in respect of rents or as otherwise provided in this Lease.

(c) Time and Place of Payment; Late Charge.

Tenant shall timely pay all rent and other charges herein prescribed at the office of Landlord at 1940 East Marlton Pike, Cherry Hill, New Jersey 08003, or to such other person or entity, and/or at such other place, as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing basic rent payment date. Provided, however, that in the event Landlord does not receive an installment of basic rent on or before the third day of the month in which such installment is due, then there shall also be due, as additional rent hereunder, a late charge at the rate of Ten ($10.00) Dollars per day for each such additional day (including the day on which Landlord receives the basic rent payment).

(d) Security Deposit.

Landlord hereby acknowledges receipt from Tenant of the sum of $ 4,800 to be held as security for the payment of any rents and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of such deposit shall be repaid without interest to Tenant after the termination of this Lease, provided Tenant shall have made all such rent payments and performed all such covenants and agreements. Upon any default hereunder by Tenant, all or part of such deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall within ten (10) days of Landlord's written demand, restore the resulting deficiency in such deposit. Tenant's failure to restore such deficiency shall constitute an event of default under this Lease. Tenant hereby waives the benefit of any provision of law now in force or hereafter enacted, requiring such deposit to be held in escrow or in trust, or in an interest bearing account for the benefit of Tenant.

(e) For all purposes of this Lease, Tenant's "proportionate share" (respecting Impositions, Common Area Costs, or otherwise) means .214286 %.

Article 4. TENANT'S WORK; OPENING FOR BUSINESS; LEASED PREMISES "AS IS."

(a) Tenant agrees that upon receiving the keys to the Leased Premises from Landlord, it will with due diligence proceed to perform the Tenant's Work described on Exhibit 2 attached hereto and to install such stock, fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Leased Premises for the opening of business, and to complete all of same within thirty (30) days thereafter.

(b) Acceptance by Tenant of the keys to the Leased Premises from Landlord shall constitute an acceptance of the Leased Premises in "As Is" condition, without further obligation on the part of Landlord respecting Landlord's Work or any other work to be done by Landlord for the Leased Premises pursuant to this Lease.

Article 5. USE; CONTINUOUS OPERATION; RESTRICTIVE COVENANT.

(a) Tenant shall use and occupy the Leased Premises solely for the conduct of a Restaurant, and for no other purpose(s) whatsoever, under the name or style of " Italian-Style ".

(b) Tenant shall continuously during the full Lease Term keep the entire Leased Premises occupied and open for business and adequately staffed and stocked during the hours hereinafter specified.

(c) Neither Tenant nor any person, firm or corporation directly or indirectly affiliated with Tenant shall, during the Lease Term, conduct any establishment similar to that operated by Tenant at the Leased Premises, at any location which is within a five (5) mile radius of the Leased Premises..

Article 6. QUIET ENJOYMENT AND POSSESSION. **

Landlord covenants that Tenant, on paying the rent and performing Tenant's obligations set forth in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and the appurtenances thereto throughout the Lease Term, subject to the terms and provisions of this Lease and to all mortgages and/or ground leases of record to which this Lease may now be or subsequently become subject and subordinate.

Article 7. IMPOSITIONS.

(a) Tenant shall pay its "proportionate share" of all Impositions which may be levied, assessed, imposed or charged against or in respect of the Shopping Center Property.

(b) For all purposes of this Lease, "Impositions" shall mean and include all real estate taxes, assessments, electric, gas and other utilities, water rents, sewer charges, excises, license and permit fees, and other governmental and non-governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Lease Term be levied, assessed, imposed, charged,

** It is agreed between the parties that the owner will not lease to any other store at the #561 Center to a competing restaurant.

become due and payable, or liens upon, or arising in connection with the use, occupancy or possession of, or grow due and payable out of or for, the Shopping Center Property or any part thereof or any rent or income received therefrom or any land, building or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting taxes and/or assessments and/or negotiating with public authorities as to the same.

(c) Impositions shall be equitably prorated during the first and last Lease Years of the Lease Term. A tax or other bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of any Imposition assessed or levied, the items charged for, and the installments thereof.

(d) If any Impositions are assessed against the Leased Premises as separate premises Tenant shall pay such Impositions as the same become due. If any Impositions are assessed against the Shopping Center Property as a whole, Landlord shall forward to Tenant a copy of such bill together with Landlord's computation of Tenant's proportionate share of such Impositions, and Tenant shall pay to Landlord, as additional rent under this Lease, such proportionate share of Impositions (i) within ten (10) days of its receipt of such computation by Landlord, or (ii) not later than the fifth business day prior to the day on which such Impositions become due, whichever period gives Tenant the greater amount of time.

(e) Nothing herein contained shall be construed to include as Impositions any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax, or capital levy that is or may be imposed upon Landlord, provided, however, that if at any time during the Lease Term the methods of taxation prevailing at the commencement of the Lease Term shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Impositions now levied, assessed, imposed or charged on real estate as such, there shall be levied, assessed, imposed or charged (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord for the Shopping Center Property or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents of the Shopping Center Property or any portion thereof, then the same shall be included in the computation of Impositions, computed as if the amount of such tax or fee so payable were that due if the Shopping Center Property were the only property of Landlord subject thereto.

(f) If the taxing authorities include in Impositions, the value of any improvements made by Tenant or include machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall pay the entire Impositions for such items in addition to the "proportionate share" of the Impositions required to be paid by Tenant as provided herein.

(g) At all times during the Lease Term, Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes which may be levied, imposed or assessed against Tenant's personal property, its leasehold interest, its right to occupy the Leased Premises, or the basic rent or the other rents reserved hereunder. If any governmental authority requires that a tax, other than the Impositions above described, be paid by Tenant, but collected by Landlord for and on behalf of such governmental authority and from time to time

forwarded by Landlord to such governmental authority, the same shall be paid by Tenant to Landlord and be collectible by Landlord and the payment thereof enforced in the same fashion as provided for the enforcement of payment of rent hereunder, and for the purpose of enforcing payment thereof shall be deemed additional rent hereunder, payable monthly.

(h) If, after Tenant shall have made a payment of Impositions, Landlord shall receive a refund of any portion of the Impositions on which such payment shall have been based, Landlord shall pay to Tenant, Tenant's "proportionate share" of the net refund, after deducting all expenses (including reasonable attorneys' and appraisers' fees) incurred in obtaining such refund.

(i) Tenant shall not institute any proceedings with respect to the assessed valuation of the Shopping Center Property or any part thereof for the purpose of securing a tax reduction.

Article 8. REPAIRS AND MAINTENANCE; COMMON AREA COSTS.

(a) Landlord will keep the Common Areas and the structural portions of the Leased Premises in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs; and provided further, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or any other person(s) using or present at the Leased Premises with Tenant's express or implied consent, Landlord may make such repair, and the cost thereof shall thereafter become due from Tenant as additional rent at the same time the next installment of Tenant's basic rent becomes due. For purposes of this Lease, "structural" is limited to the outside walls, bearing walls and bearing columns, floor (but not floor coverings), roof, and the ceiling above Tenant's drop ceiling, in the Leased Premises. All other portions of the Leased Premises, including without limitation partitions within the Leased Premises, are for all purposes of this Lease deemed "nonstructural".

(b) Tenant shall make all repairs to, and maintain in good condition, the nonstructural portions of the Leased Premises, both exterior and interior, which include, but are not limited to, all electrical, plumbing, heating, air conditioning and other mechanical installations in respect thereof, the store front, all doors, and all plate glass and door and window glass, floors, ceilings, and pipes and conduits in the walls, accomplishing any and all repairs, alterations, replacements and modifications at its sole expense and using materials and labor of kind and quality equal to the original work, and will surrender the Leased Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration resulting from ordinary wear and tear.

(c) If any repairs or maintenance required to be made by Tenant hereunder are not made within ten (10) days after Landlord's written notice to Tenant, Landlord may at its option make such repairs or maintenance without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs or maintenance, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs or maintenance plus interest at the rate of twelve (12%) percent per annum from the date of completion by Landlord until repaid by Tenant.

(d) Except as hereinabove expressly provided, Landlord shall have no obligation to repair, maintain, alter, replace or modify the Leased Premises or any part thereof, or any plumbing, heating, electrical, air-conditioning or other mechanical installation in respect thereof. Under no circumstances shall Landlord be obligated to repair, replace or maintain any glass.

(e) Landlord shall have the right from time to time and at any one or more times:

(i) To establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the Common Areas.

(ii) To close any of the Common Areas to whatever extent required or desirable in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas.

(iii) To close temporarily any of the Common Areas for repair or maintenance purposes.

(iv) To designate other property outside the boundaries of the Shopping Center Property to become part of the Common Areas.

(v) To select any person or entity to maintain and operate any of the Common Areas if at any time Landlord so determines, and to negotiate and enter into a contract with any such person or entity on such terms and conditions and for such period of time as Landlord deems reasonable and proper both as to service and as to cost. Any such cost(s) shall constitute part of the "Common Area Costs".

(vi) To make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking areas, or the direction of the flow of traffic.

(f) Tenant shall pay to Landlord Tenant's "proportionate share" of Common Area Costs on the first day of each month, commencing with the first month of the Lease Term (pro-rated until the first month of the first Lease Year), and continuing during the Lease Term. Common Area Costs that cover a period which goes beyond the expiration of the Lease Term shall be prorated.

(i) Landlord may adjust the monthly charge for Common Area Costs at the end of each Lease Year on the basis of Landlord's reasonably anticipated costs for the following Lease Year.

(ii) Landlord shall furnish to Tenant a statement showing the total Common Area Costs for such Lease Year, Landlord's computation of Tenant's "proportionate share" of Common Area Costs for the Lease Year, and the payments made by Tenant with respect to such Lease Year, within thirty (30) days after the end of each Lease Year, covering the Lease Year just ended.

(iii) If Tenant's "proportionate share" of Common Area Costs for any Lease Year exceeds the payments made by Tenant in respect thereof, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of the Common Area Costs statement. If Tenant's payments in respect thereof made during the Lease Year exceed Tenant's "proportionate share" of

Common Area costs for such Lease Year, Landlord shall pay Tenant the excess at the time Landlord furnishes the Common Area Costs statement to Tenant.

(iv) For all purposes of this Lease, "Common Area Costs" means and includes (1) all premiums and other charges in respect of all insurance which Landlord is to maintain pursuant to (c) of Article 12 and (a) of Article 13; and (2) all costs of maintenance, repair, replacement and operation of the Common Areas and all sums expended by Landlord for Landlord's or any authorized third party's supervision thereof. Costs for maintenance and operation of the Common Areas shall include, without limitation, costs of resurfacing, repainting and restriping parking areas, cleaning, sweeping, clearing, plowing and other janitorial services, security, purchase, construction and maintenance of refuse receptacles, planting and relandscaping, directional signs and other markers, car stops, lighting and other utilities, reasonable depreciation allowance on improvements, machinery and equipment used in connection with the Common Areas, and all other costs necessary in Landlord's reasonable judgment for the maintenance and operation of the Common Areas or the Shopping Center Property generally.

(g) Anything to the contrary notwithstanding: Upon execution of this Lease, Tenant shall pay to Landlord Tenant's "proportionate share" of the insurance premiums paid by Landlord in respect of the Shopping Center Property so as to reimburse Landlord for Tenant's share of such premium(s) for that portion of the Lease Year as will fall within the balance of the policy year(s) in question. For example, if Landlord's insurance runs on a policy year equivalent to a calendar year, and if the Lease Year hereunder commences July 1 and ends the following June 30, then upon execution of this Lease Tenant shall pay to Landlord one-half of Tenant's "proportionate share" of such premiums as would normally be included within the "Common Area Costs" pursuant to this Article 8. Thereafter, Tenant shall pay to Landlord Tenant's proportionate share of such insurance premiums for the next policy year, at the rate of one-twelfth (1/12) thereof, monthly, which monthly installments shall constitute additional rent due on the same day each month as basic rent is due hereunder.

(h) Anything to the contrary notwithstanding: In the event that any one or more of the Common Area Costs (including without limitation insurance premiums, trash removal charges, sewer charges and water charges) attributable to Tenant are greater than those attributable to other tenants in the Shopping Center by reason of Tenant's particular use of the Leased Premises, then Landlord may allocate a reasonable portion of such Common Area Costs to Tenant's use, so that such Common Area Costs are equitably apportioned among Tenant and the other tenants in the Shopping Center on the basis of use rather than square footage of space, and Tenant shall pay such additional amounts to Landlord at the time the Common Area Costs in question are otherwise due.

Article 9. <u>TENANT'S RIGHT TO MAKE ALTERATIONS.</u>

(a) Tenant shall not make any alterations, additions, or improvements to the Leased Premises other than or different from Tenant's Work (Exhibit 2) without the prior written consent of Landlord, except the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises. All fixtures installed by Tenant shall be new. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may

be made or installed by Tenant in the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall at Tenant's expense remove the same and restore the Leased Premises to their original condition. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Tenant as additional rent hereunder. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Leased Premises shall at the termination of this Lease become the property of Landlord, all without credit or compensation to Tenant.

(b) All construction work done by Tenant in or about the Leased Premises shall be performed in a good workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business at the Shopping Center Property. All costs of such work shall be paid promptly so as to prevent the assertion of any liens for labor or materials. Tenant agrees to take appropriate action prior to the commencement of construction work in order to assure that no liens for labor or materials will be filed against the Leased Premises or the Shopping Center Property or any part thereof. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Whenever Tenant proposes to do any construction work within the Leased Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may reasonably request covering all such work. Such plans and specifications shall comply with such reasonable requirements as Landlord may from time to time prescribe for construction respecting the Shopping Center Property. In no event shall any construction work be commenced in or about the Leased Premises without Landlord's prior written approval of such plans and specifications, which approval Landlord shall not unreasonably withhold. Landlord shall have the right to post and maintain on the Leased Premises such notices of non-responsibility as are provided for under the laws of the State of New Jersey. Tenant shall furnish to Landlord an affidavit stating the names of all contractors, sub-contractors and material suppliers, the amount of all obligations for labor and materials furnished and to be furnished by them, and shall, in addition, furnish a release by all of such contractors, sub-contractors and material suppliers of all lien claims in favor of Landlord and the Shopping Center Property.

Article 10. <u>AFFIRMATIVE COVENANTS OF TENANT</u>. Tenant hereby agrees:

(a) To promptly comply in every respect with all laws, ordinances, rules and regulations of all federal, state, county and municipal governments, now in force or that may be enacted hereinafter, with all directions, rules and regulations of the fire marshal, health officer, building inspector and other proper officers of the governmental agencies having jurisdiction over the Leased Premises and with such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, the American Society of Heating and Air Conditioning Engineers, all carriers of insurance on the Leased Premises and any Board of Underwriters, Rating Bureau and any

similar bodies, which are applicable to Tenant's use and occupancy of the Leased Premises, all at Tenant's sole cost and expense, and to make all changes to the Leased Premises which are or hereafter may be required so that Tenant may comply with the foregoing; to indemnify and save Landlord harmless from any penalties, damages or charges imposed for any violation of any and all laws, ordinances, rules or regulations or violations of the covenants herein expressed, whether occasioned by Tenant or by any person upon the Leased Premises by license or invitation of Tenant or holding or occupying the Leased Premises or any part thereof under or by right of Tenant.

(b) To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

(c) To ensure that all loading and unloading of merchandise shall be done only at such times, and in such areas and through such entrances, as may be designated by Landlord for such purposes.

(d) To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Leased Premises, prepared for collection in the manner and at the times and places specified by Landlord. Until such time as garbage and refuse is placed outside as set forth above, it shall be kept inside the Leased Premises and out of view.

(e) To keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures. Tenant agrees to operate Tenant's heating and air conditioning unit for the Leased Premises during the hours that Tenant's store is open for business, and in such manner as to maintain an adequate and comfortable temperature within the Leased Premises without obtaining or seeking to obtain any heated or cooled air for the Leased Premises by methods or means which would draw such heated or cooled air from other units servicing the the remainder of the Center or any part(s) thereof.

(f) Not to burn, place or permit any rubbish, obstructions or merchandise in any area of the Leased Premises or the Shopping Center Property.

(g) To keep the Leased Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.

(h) To conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant shall (i) (except when and to the extent that the Leased Premises may be untenantable by reason of damage by fire or other casualty) continuously and uninterruptedly use, occupy, operate and conduct its business in the entire Leased Premises in a first-class manner so as to hold, establish and maintain a high reputation for the entire Shopping Center Property; (ii) open for business at 11:00 A.M. and remain open for business until 9:00 P.M. Monday through Saturday (exclusive of legal holidays); however, the foregoing provisions regarding Tenant's hours of business shall be subject, as respects any business controlled by governmental laws or regulations in its hours of operation, to the hours of operation so prescribed by such governmental laws or regulations; (iii) adequately staff its store with sufficient employees to handle the maximum business and carry sufficient employees and carry sufficient stock of seasonal merchandise to accomplish the same; (iv) maintain displays of

merchandise in the display windows, if any; (v) keep the Leased Premises and exterior and interior portions of the store front, windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (vi) use its storage and office space only in connection with Tenant's business conducted by Tenant in the Leased Premises; (vii) not operate its business under this Lease so as to violate any restrictive covenant or restrictive agreement contained in any other lease, contract, or judgment entered into by, or imposed upon, Tenant; (viii) not conduct any auction, distress, fire, bankruptcy or "going-out-of-business" sale (whether real or fictitious), and not conduct or permit the type of business commonly called a surplus store, temporary outlet, or any similar business or activity; (ix) not represent or advertise that it regularly or customarily sells merchandise at manufacturers', distributors', wholesale, warehouse, discount, fire sale, bankruptcy sale or similar price or other than at retail or similar price, but nothing contained in this (h) shall restrict Tenant from determining the selling price of its own merchandise or preclude the conducting of the usual four periodic seasonal, promotional or clearance sales in any Lease Year; (x) not use, or permit to be used, the sidewalks adjacent to the Leased Premises, or any other premises outside the Leased Premises, for the sale or display of any merchandise or for any other business, occupation or undertaking; (xi) not use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radio or television broadcasts in a manner which can be heard outside of the Leased Premises; (xii) not use or permit the use of any portion of the Leased Premises for any unlawful purpose, or for any activity of a type which is not generally considered appropriate for neighborhood shopping areas conducted in accordance with good and generally accepted standards of operation; (xiii) not burn trash or store any trash or garbage in any area other than inside the Leased Premises, hidden from view, and attend to the daily disposal thereof in the manner and by the agency designated by Landlord; (xiv) not park cars, trucks or other delivery vehicles so as to interfere with the use of any driveways, walks, roadways, highways, streets, or parking areas or other Common Areas of the Shopping Center Property; and (xv) not use any portion of the Common Areas for solicitations, demonstrations or any other activities.

(i) To keep its display windows (including window or shadow boxes) in the Leased Premises dressed and illuminated and its signs and external lights well lighted every day of the Lease Term from Dusk P.M. to Dawn P.M.

(j) To comply with all reasonable rules and regulations of Landlord in effect from time to time, which Landlord in its sole discretion shall deem necessary or desirable in connection with the Leased Premises and/or the Shopping Center Property, including without limitation the installation of such fire extinguishers, water buckets and other safety equipment as Landlord or Landlord's insurer may reasonably require.

Article 11. SIGNS.

Tenant will not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or of the Center, or inside the Leased Premises if visible from the outside, without first obtaining Landlord's written approval thereof; and Tenant further agrees to maintain such signs, lettering, etc. as may be so approved in good condition and repair at all times.

Article 12. INDEMNIFICATION; PUBLIC LIABILITY INSURANCE.

(a) Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Leased Premises or any improvements thereon or any part thereof, or for or on account of any death or injury to persons or any damage to property that may result by reason of any condition or present or future lack of repair or maintenance of the Leased Premises or improvements thereon or any part thereof, or the wiring, equipment, furnishings, fixtures, apparatus or any sign, advertising or display device, awning or other like covering therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewage, or by or from the use, misuse or disuse of the Leased Premises or improvements thereon or any part thereof, or any equipment, furnishings or fixtures therein or apparatus thereof, or by or from any person or persons lawfully or unlawfully upon the Leased Premises or any part thereof, or by or from any act, omission or neglect of any such person, or in any manner whatsoever growing out of the past, present or future condition or use of the Leased Premises or improvements thereon or any part thereof, unless determined to be due to the negligence of Landlord or other tenants. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Common Areas or any part thereof due directly or indirectly to the act, negligence or omission of Tenant or any of the following: Tenant's directors, officers, employees, agents, contractors, sub-contractors, invitees, sub-tenants, licensees, concessionaires, customers, patrons and clients.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, for its benefit and for the benefit of Landlord, naming both as insureds, the following insurance in standard form generally in use in the State of New Jersey with insurance companies authorized to do business in New Jersey and satisfactory to Landlord, respecting the Leased Premises:

(i) Comprehensive public liability insurance in the amount of at least $1,000,000 for any accident resulting in bodily injury to or the death of one or more than one person and consequential damages arising therefrom.

(ii) Comprehensive property damage insurance covering liability for damage to all property in the amount of at least $100,000.

With respect to each and every policy of such insurance and each renewal thereof, Tenant, at the beginning of the Lease Term and thereafter not less than thirty (30) days prior to the expiration of any such policy, shall furnish Landlord with a certificate of insurance executed by the insurer involved which shall contain, in addition to the matters customarily set forth in such a certificate under standard insurance industry practices, an undertaking by the insurer to give Landlord thirty (30) days prior written notice of any cancellation or change in scope or amount of coverage of such policy.

(c) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance respecting the Common Areas, covering the matters described in (i) and (ii) of (b) of this Article 12; provided, however, that the coverage thereunder may exceed the limits described in (i) and (ii) of (b) of this Article 12, and may include umbrella coverage applicable to all leased premises in the Center, including the Leased Premises. The costs of insurance referred to in this (c) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) of Article 8.

Article 13. FIRE, DAMAGE, DESTRUCTION, AND INSURANCE.

(a) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance covering the structural portions of the Leased Premises, providing protection to the extent of one hundred (100%) percent of the insurable value thereof against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage". Nothing in this Article 13 shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the Leased Premises or the Shopping Center Property; provided, however, that in all other respects each such policy shall comply with the other provisions of this (a). The costs of the insurance referred to in this (a) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) Article 8.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

(i) Insurance covering Tenant's trade fixtures, furniture, furnishings, equipment, betterments and improvements and other installations of Tenant, providing protection to the extent of one hundred (100%) percent of the insurable value of the same against all casualties included under standard insurance industry practice within the classification "Fire and Extended Coverage"; and

(ii) Plate glass insurance covering the plate glass in the Leased Premises.

(iii) Tenant shall keep the nonstructural portions of the Leased Premises, including all improvements, alterations, additions and changes thereto by Tenant, and including all contents of the Leased Premises, insured to the same extent as Landlord is required to keep the structural portions of the Leased Premises insured pursuant to (a) of this Article 13. All provisions of (a) of this Article 13 are hereby incorporated by reference as if set forth at length herein, except that "Tenant" shall be substituted for "Landlord", and "nonstructural portions of the Leased Premises" shall be substituted for "structural portions of the Leased Premises".

(c) Tenant shall at its sole cost maintain business interruption insurance insuring that the basic monthly rent hereunder will be paid to Landlord for a period of up to twelve (12) months if the Leased Premises are destroyed or rendered unusable by a risk insured against by a policy of standard fire

and extended coverage insurance, with vandalism and malicious mischief endorsements.

(d) Tenant shall promptly furnish to Landlord copies of policies or certificates of insurance evidencing all coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

(e) If the Leased Premises are damaged or destroyed by fire or other casualty, either in whole or in part, then

(i) First, Tenant shall promptly remove any resulting debris from within the Leased Premises;

(ii) Next, Landlord shall, promptly following its receipt of the applicable insurance proceeds (and Landlord hereby agrees to use reasonable efforts to collect same promptly), repair and rebuild the structural portions of the Leased Premises in accordance with the plan pursuant to which such structural improvements were originally constructed;

(iii) Finally, Tenant shall promptly repair and rebuild the nonstructural portions of the Leased Premises in accordance with the plan pursuant to which such nonstructural portions were originally constructed, and promptly thereafter open for business with the public.

(f) Anything to the contrary notwithstanding, in no event shall any destruction of or damage to the Leased Premises, or any other condition or occurrence whatsoever, give rise to any abatement of or reduction (in whole or in part) in any basic rent or additional rent or other sums or charges to be paid by Tenant as provided for in this Lease.

(g) In the event Tenant shall fail to comply with any of the provisions of (e) of this Article 13 Landlord may, at its option, send or deliver to Tenant a notice of default, and if Tenant fails to cure such default in accordance with (g) of Article 19, Landlord may, at its option, terminate this Lease by giving written notice thereof to Tenant. In such event, Landlord shall have all of the remedies provided to it upon an event of default by Tenant, as provided in Article 20.

(h) In the event Landlord shall fail to comply with any of the provisions of (e) of this Article 13 Tenant may, at its option, send or deliver to Landlord a notice of default, and if Landlord fails to cure such default within the applicable time periods provided in (g) of Article 19, Tenant may, at its option, terminate this Lease by giving written notice thereof to Landlord. In such event, neither Landlord nor Tenant shall have any liability or obligation to the other arising out of this Lease, except that Tenant shall remain liable for such rent and additional rent as may have accrued up to the date of such termination of this Lease.

Article 14. WAIVER OF CLAIMS.

Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all of them from all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant

resulting from any fire, accident, occurrence or condition in or about the Leased Premises, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow, or ice being upon or coming through the roof or any other place upon or near the Center or the Leased Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; or (ix) any act or omission of co-tenants or other occupants of the Shopping Center Property or of adjoining or contiguous property or buildings.

Article 15. OWNERSHIP OF CERTAIN PROPERTY AND SURRENDER OF PREMISES.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Leased Premises to Landlord, including without limitation all apparatus and fixtures (except trade fixtures and furniture installed by Tenant) then in the Leased Premises, in good condition and repair, reasonable wear and tear excepted; and all alterations, improvements, additions, machinery and equipment which may be made or installed from time to time by either party hereto, in, upon or about the Leased Premises (except trade fixtures and furniture installed by Tenant) shall be the property of Landlord, and upon any such expiration or sooner termination, shall be surrendered to Landlord by Tenant without any injury, damage or disturbance thereto or payment therefor. Landlord's said property shall include but not be limited to all components of the heating, air-conditioning (including the portion thereof outside the Leased Premises, if any), plumbing and electrical systems, lighting fixtures and florescent tubes and bulbs, all escalators, elevators, dumbwaiters, conveyors and all partitions (whether removable or otherwise).

(b) Trade fixtures, furniture and other personal property installed or placed in the Leased Premises at the cost of Tenant shall be the property of Tenant unless otherwise specified in this Lease and Tenant shall remove the same prior to the expiration or sooner termination of this Lease. Tenant shall at its own cost and expense completely repair any and all damage to the Leased Premises or any other portion of the Shopping Center Property resulting from or caused by such removal. If Tenant fails to remove any of such property, Landlord may at Landlord's option retain all or any of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove all or any of such property from the Leased Premises and dispose of same in any manner, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition, and the repair of any and all damage to the Leased Premises resulting from or caused by such removal.

Article 16. ASSIGNING, MORTGAGING, SUBLETTING.

(a) Tenant shall not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises, or permit the use of the whole or any part of the Leased premises by any licensee or concessionaire, without first having obtained the written consent of Landlord,

which consent may be denied or withheld for any reason or no reason. Any permitted assignee shall also assume in writing the terms, conditions, covenants and obligations of this Lease. Tenant further agrees that, in the event of any such permitted assignment, subletting, licensing or granting of a concession, made with the written consent of Landlord and assumption by the assignee, Tenant shall nevertheless remain liable for the performance of all the terms, conditions and covenants of this Lease. If Tenant is a corporation or partnership, and if any change in ownership or interests therein should occur at any time during the Lease Term (of which fact Tenant shall promptly inform Landlord in writing), Landlord may, at its option, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease.

(b) None of the restrictions set forth in (a) of this Article 16 shall apply to Landlord.

Article 17. SUBORDINATION.

This Lease is and shall be subject and subordinate to any and all mortgages and other security agreements and instruments, and/or ground leases, now or hereafter affecting the Shopping Center Property or any part thereof.

Article 18. PERFORMANCE OF TENANT'S COVENANTS.

Tenant hereby covenants and agrees that it shall perform all covenants and agreements herein expressed on its part to be performed, and that it shall promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice; and further, that if Tenant shall not comply with such notice to the satisfaction of Landlord within three (3) business days after delivery thereof, (or, if such compliance cannot reasonably be completed within three (3) business days, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), Landlord may, at its option, do or cause to be done any or all of the things specified in such notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Leased Premises, and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

Article 19. EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an event of default under this Lease:

(a) Failure of Tenant to commence business within sixty (60) days following the Rent Commencement Date.

(b) Discontinuance by Tenant of the conduct of its business in the Leased Premises.

(c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority.

(d) Failure of Tenant to pay when due any installment of basic rent or additional rent hereunder or any other sum herein required to by paid by Tenant.

(e) Vacation or desertion of the Leased Premises or permitting the same to be empty or unoccupied.

(f) Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Leased Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rents which may become due under this Lease during the entire Lease Term.

(g) Tenant's failure to perform any other covenant or condition of this Lease within three (3) business days after receipt of Landlord's written notice and demand therefor, unless the failure is of such a character as to require more than three (3) business days to cure, in which event Tenant's failure to commence such cure within such three (3) day period and thereafter to diligently continue such cure to completion shall constitute an event of default.

Article 20. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any event of default, Landlord may at its sole option exercise any or all of the following remedies, together with any other remedies as may be available to Landlord at law or in equity:

(i) If Tenant shall default in the payment of rent or any other sums herein required to be paid, Landlord, or any person acting under Landlord, may enter the Leased Premises, and without any demand, proceed by distress and sale of the goods there found, to levy against the rent and all other charges herein payable as rent, and all costs and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of Landlord.

(ii) Landlord may terminate this Lease by giving Tenant written notice of its election to do so, as of a specified date not less than three (3) business days after the date of the giving of such notice, and this Lease shall then terminate on the date so specified, and Landlord shall then be entitled to regain possession of the Leased Premises as of such termination date. In that event, Landlord shall be entitled to recover from Tenant (1) an amount equal to the difference between the basic rent reserved in this Lease for the entire unexpired portion of the Lease Term and the fair rental value of the Leased Premises for the same period of time, as and for liquidated damages, or in lieu thereof the amount of Landlord's actual damages, and (2) reasonable counsel fees incurred in connection with recovering possession of the Leased Premises and/or any legal action to recover the liquidated damages or actual damages referred to herein. Nothing herein contained, however, shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the liquidated damages difference referred to in (1) of this (ii).

(iii) Landlord shall have the right to enter in and upon the Leased Premises and remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to regain possession thereof as Landlord shall deem proper without being liable for any civil action or criminal prosecution therefor. No such re-entry by Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In such event the balance of the basic rent and other charges to become due during the Lease Term shall be accelerated and shall be immediately due and payable; and Landlord may in its own name but as agent for Tenant relet the Leased Premises for any period equal to or greater or less than the remainder of the Lease Term, for any sum which it may deem reasonable, to any other lessee which Landlord may select, and for any use and purpose which Landlord may designate. In the event of such reletting, Landlord shall apply all rents received therefrom prior to the date of termination against the unpaid balance, if any, of such accelerated rent and Landlord's expense of reletting (including redecoration, alterations and commissions) until Landlord shall have fully recovered all of same. In no event, however, shall Landlord be under any obligation to relet the Leased Premises for any purpose. Landlord shall not in any event be required to pay to Tenant any surplus of money received by Landlord from reletting of the Leased Premises in excess of the amount, if any, of such accelerated rent that Tenant shall have paid directly to Landlord.

(b) All of the remedies available to Landlord pursuant to this Lease or otherwise shall be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant for past or future rent, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Leased Premises.

(c) In addition to any damages becoming due under (a) of this Article 20, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord an amount equal to all expenses, if any, including but not limited to reasonable counsel fees incurred by the Landlord in recovering possession of the Leased Premises, and all reasonable costs and charges for the care of the Leased Premises while vacant, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord.

(d) In the event of a default or threatened default by Tenant of any of the terms or conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if no specific remedies of Landlord were set forth in this Lease.

Article 21. <u>CONDEMNATION</u>.

(a) In the event that the whole of the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of the actual taking. In the event of a condemnation or taking of a substantial part of the Leased Premises so as to destroy the usefulness thereof for the purpose for which it was leased, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days after the vesting of title, to

terminate this Lease and the term and estate hereby granted as of the date of the actual taking.

(b) In the event of a partial taking or condemnation which is not substantial enough to destroy the usefulness of the Leased Premises for the purposes for which they were leased, or in the event neither party shall terminate this Lease within the time period described in (a) of this Article 21, Landlord shall restore the Leased Premises to the extent reasonably practicable, not including Tenant's exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant (all of which shall be restored by Tenant), and this Lease shall continue in full force and effect, except that, effective as of the date of the actual taking, the basic rent shall be diminished by the amount representing the proportion of such rent applicable to that proportion of the Leased Premises which is so condemned or taken. In the event Landlord does not effect such restoration within ninety (90) days following the actual taking, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days thereafter, to terminate this Lease as of the date of sending such notice; provided, however, that any such notice sent by Tenant shall be ineffective if the restoration in question was substantially completed by the date such notice is received by Landlord.

(c) In the event of any condemnation or taking mentioned in this Article 21, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such award, Tenant hereby expressly assigning to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof.

(d) Although all damages in the event of any condemnation or taking are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, to the extent then provided by law.

Article 22. LANDLORD'S EXCULPATION.

Anything in this Lease to the contrary notwithstanding, in no event shall Landlord have any personal liability to Tenant arising out of this Lease. In the event Tenant shall have any right against Landlord, for damages or otherwise, Landlord's liability in respect thereof shall in all events be limited to Landlord's interest in the Leased Premises. In no event shall Landlord be liable for damages arising out of any claim by Tenant that Landlord was not reasonable in any context where Landlord's consent, approval or other action is expressed so as to oblige Landlord to act reasonably, Tenant's sole remedy in each such instance being hereby expressly limited to specific performance of such act by Landlord.

Article 23. TENANT'S ESTOPPEL.

Tenant shall, at any time and from time to time, within seven (7) days after request by Landlord, and without charge to

Landlord, certify by written instrument, duly executed, acknowledged and delivered, to Landlord or any mortgagee, assignee of any mortgagee, or purchaser, or any proposed mortgagee, proposed assignee of any mortgagee or proposed purchaser, or any other person or party specified by Landlord, the following:

(a) That this Lease has not been modified and is in full force and effect [or, if there has been any modification(s), that this Lease is in full force and effect as modified and stating the modification(s)];

(b) Whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease to be performed or complied with by Tenant (and, if so, specifying the same); and whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of all covenants, conditions and agreements on Landlord's part to be performed; and

(c) The dates, if any, to which the rent and other charges hereunder have been paid in advance and the amount of periodic tax and insurance prorations paid to Landlord for the then current Lease Year or policy year, if any.

Article 24. FORCE MAJEURE.

In the event that either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Article 25. CUSTOM AND USAGE.

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times; and further, that the failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified or waived any of same.

Article 26. SURRENDER AND HOLDING OVER.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall peaceably surrender the Leased Premises to

Landlord in broom-clean condition and in good repair. In the event that Tenant shall so fail to surrender the Leased Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the basic rent specified in Article 3, as applied to such period.

(b) If Tenant remains in possession of the Leased Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, subject to all the covenants, conditions and agreements of this Lease.

Article 27. ADDITIONAL CONSTRUCTION.

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to the Shopping Center Property or the Center, and to permit others to do so, from time to time.

Article 28. NOTICES.

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other party, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord at:

c/o Morris Novack Associates
1940 East Marlton Pike
Cherry Hill, New Jersey 08003

with a simultaneous copy to its attorneys:

Sills Beck Cummis Zuckerman
Radin & Tischman, P.A.
33 Washington Street
Newark, New Jersey 07102
Attn: Michael B. Tischman, Esq.

To Tenant at:
~~Pizzeria Ristorante, Inc.~~
Vincenzo and Guiseppina Abbate, ~~Inc~~ & at
11 Country Walk
Cherry Hill, New Jersey 08003

with a simultaneous copy to its attorneys:
Console, Marmero, LiVolsi, Wood, Curcio,
Morelli & Mammano, P.A.
264 State Highway 73
Second Level
Berlin, New Jersey 08009

Such addresses and addressees may be changed from time to time by either party by serving notices as above provided. Any notice or demand may be executed by, and/or delivered or mailed by, a party's attorney.

Article 29. SUCCESSORS AND ASSIGNS.

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties shall extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant; and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 16.

Article 30. SCOPE AND INTERPRETATION OF THE AGREEMENT.

This Lease shall be considered to be the only agreement between the parties pertaining to the Leased Premises, and supersedes all prior negotiations, understandings and agreements, written or oral (if any). No covenant, undertaking, representation, warranty or agreement, express or implied, shall be binding on Landlord or Tenant unless and then only to the extent that it is expressly set forth in this Lease. The laws of the State of New Jersey shall govern the validity, interpretation, performance and enforcement of this Lease.

Article 31. SHORT FORM LEASE.

Landlord and Tenant shall execute, if Landlord so desires, for recording purposes, a short form of lease. Such short form lease may be recorded by Landlord at its cost and expense.

Article 32. CAPTIONS; USAGE.

(a) Any headings preceding the text of the several Articles and paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect. As used in this Lease, the words "hereby", "herein", "hereof", "hereunder", and similar words, shall always be deemed to refer to this Lease in its entirety and not merely to the Article, paragraph or subparagraph wherein any such word(s) may appear. All Exhibits referred to herein constitute an integral part of this Lease.

(b) All references in this Lease to Landlord shall mean and be limited to the person, party or entity then owning the Shopping Center Property. All references in this Lease to Tenant shall mean Tenant, and any person, party or entity claiming by, through or under Tenant.

Article 33. PARTIAL INVALIDITY.

Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining

provisions hereof shall nevertheless remain in full force and effect.

Article 34. SUBMISSION OF LEASE NOT AN OFFER.

In no event shall the submission of this Lease by Landlord to Tenant constitute an offer to Tenant; it being the understanding and agreement of the parties that such submission is solely for their mutual review and consideration, and that under no circumstances shall Landlord have any liability, obligation or responsibility, to tenant or to any broker or agent or to any other party whatsoever, respecting this Lease or any of the matters referred to herein or arising therefrom, unless and until this Lease and all Exhibits hereto, in final form, are approved by Landlord and its counsel, and then executed by Landlord and delivered to Tenant.

IN WITNESS WHEREOF, this Lease is hereby duly executed on and as of the date first set forth above.

(LANDLORD)

WITNESS:

Barry C. Greenfield

Morris Novack
MORRIS NOVACK

(TENANT)

ATTEST:

~~PIZZERIA - RISTORANTE~~, INC.
Vincenzo Giuseppina Abbate

Giuseppina Abbate G.A.
Secretary

By: Vincenzo Abbate
VINCENZO ABBATE, President

By: Giuseppina Abbate
GUISEPPINA ABBATE, Secretary

005179/004/rider
10/31/85 ng

RIDER TO LEASE

561 Center - Landlord

Pizzeria - Ristoraute, Inc - Tenant

This Rider constitutes an addition to and an integral part o the above-captioned Lease dated February , 1987, as follows:

Tenant is hereby granted the Option to extend the Lease Term for an additional Five (5) Lease Year(s) (the "Extended Term"), upon the same terms and conditions as are set forth in this Lease but exclusive of this Option, which Option may be exer cised by Tenant only once, and subject to Tenant's compliance wit the requirements of (i), (ii) and (iii) of (b) below.

(a) Basic Rent.

The annual basic rent for the Leased Premises during th Extended Term shall be as follows:

(i) for the first additional Lease Year--$ 40,260; 1997

(ii) for the second additional Lease Year--$40,260 ; 98

(iii) for the third additional Lease Year--$ 44,280; 99

(iv) for the fourth additional Lease Year--$44,280 ; 2000

(v) for the fifth additional Lease Year-- $44,280 . 2001

(b) Exercise of Option.

The Option provided for in this Rider shall not be effectively exercised unless --

(i) Landlord shall have received written notice from Tenant of Tenant's intention to exercise such option at least six (6) months prior to the end of the last Lease Year; and

(ii) At the time of Landlord's receipt of such written notice from Tenant, Tenant is not in default under this Lease; an

(iii) Tenant is not in default under this Lease as of th last day of the last Lease Year.

If any of (i), (ii) or (iii) of this (b) shall not be true, any purported exercise of Option to extend the Lease Ter shall be null, void, and of no force or effect.

WITNESS: (LANDLORD)

Barry C. Greenfield

Morris Novack
MORRIS NOVACK

ATTEST: (TENANT)

~~PIZZERIA - RISTORANTE~~, INC.
Vincenzo + Guiseppina Abbate

Guiseppina Abbate
Secretary

By: Vincenzo Abbate
VINCENZO ABBATE, PRESIDENT

By: Guiseppina Abbate
GUISEPPINA ABBATE, SECRETARY

c.c. Tom Mullin (Robin) with copy of lease & checks

Graham Miles Esquire with copy of lease/sale agt.

AGREEMENT OF LEASE/AGREEMENT OF SALE
TRANSFER TO PHILADELPHIA OFFICE

Date: 11/2/87 Square Footage of Property: 2400

Propety Address: Stores 3-4 - Rt 561 Center 75/77 Lakeview Drive, Gibbsboro NJ (Rt 561 & Milford Ave)

~~Buyer~~/~~Lessee~~ LESSEE : Vincenzo & Giuseppina Abbate
~~Address~~ : 11 Country Walk, Cherry Hill NJ 08003

Seller/Lessor : Rt 561 Center - Joseph Parisi et als
Address : % F. McB.

Type of Transaction : Lease

Price/Rental : 1 & 2 yrs. 28,800 = $2400/mo. + 3,4,5,6 yrs $33,264.00 = $2772.00/mo
Total Amount : 7 & 8 yr = $36,000 = $3000/mo + 10 yr = 40,260 or $3355/mo.

Term : 10 years Options:

Commence Date : 3/1/87 Rent: 4/1/87 Ending Date: 2/28/97

Commission : 6% Paid by: Landlord

When Payable : Monthly as collected Date Paid:

Co-op Broker : Markeim Chalmers Inc
Address : 540 Cooper Street, Camden NJ 08102

Total Commission : $ 5% =

Commission Co-Broker : $ 144.00

Commission Salesperson : $ —

Commission Feinberg & McBurney : $ —
Strouse Greenberg : $ —

General Information:

	3/1/87 - $2400.00	MO	1+2	28,800
Increase Rent	3/1/89 to $2772.00	MO	3 & 4	33,264
Increase Rent	3/1/93 to $3000.00	MO	7 & 8	36,000
Increase Rent	3/1/96 to $3355.00	MO	10	40,260

Security $4800.00 Tenant pays pro-rata share of RE taxes, Ins, C.A.M. etc.

Division in Department:

Approval: SEG: PPL: WJK: GLE: DAF:

Strouse Greenberg & Co. Inc.:

Expenses:

Sign :
Brochures :
Postage :
Advertising :
Other :

Transaction # :

005179/004/561 Cent lease
10/31/85 lbg

LEASE

(561 Center ODG)
(Contental Plaza)

Joseph Parisi - Landlord
SANREMO PIZZA RESTAURANT
~~Pizzeria - Ristorante, Inc.~~ - Tenant
Gaspare Ventimiglia and Peter Graffeo

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005179/004/561 Center lease
10/31/85 lbg

LEASE made this day of February , 1987

by and between

JOSEPH PARISI, having an office at 13 Frost Avenue West Edison, New Jersey 08817 ("Landlord")

-and-

SAN-REMO PIZZA & RESTAURANT ~~Pizzeria - Ristorante Inc.~~, residing at 81 Euston Road, South Malton, New Jersey 08053 and 220 Bell Arbor Drive, Cherry Hill, New Jersey 08053 ("TENANT").

BASIC AGREEMENTS

(a) The Land.

Landlord is the owner of certain land situated at State Highway 561 and Milford Road in the Township of Gibbsboro, Camden County, New Jersey, being Lot 1, Block 14A and Lot 1, Block 15, Plat 5, of the Tax Map of the Township of Gibbsboro (the "Land").

(b) The Center.

Landlord has caused to be constructed on the Land one shopping center building (the "Center") containing approximately 11,200 square feet of retail store area.

(c) Landlord's Work.

Landlord agrees that such portion of the Center which is hereinafter designated as the "Leased Premises" will be constructed substantially in accordance with the matters set forth on Exhibit 1 attached hereto ("Landlord's Work").

(d) Shopping Center Property.

As used in this Lease, the term "Shopping Center Property" means the totality of the Land, the Center, and the Common Areas defined in (b) of Article 1.

Article 1. LEASED PREMISES; COMMON AREAS.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to and upon the terms and conditions set forth in this Lease, that portion of the ground floor of the Center designated as unit #364 (the "Leased Premises"); together with the right to the non-exclusive use, in common with others, of the Common Areas, as defined in (b) immediately below. The leased area contains approximately 2,400 Sq. Ft.

(b) As used in this Lease, "Common Areas" means all areas and facilities outside the Leased Premises and the premises leased to other tenants of the Center or available for lease, and within the exterior boundaries of the Shopping Center Property that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and of other tenants of the Center and their respective authorized representatives and invitees. Common areas include, without limitation, pedestrian walkways, throughways, loading areas, sidewalks, service corridors, loading areas, parking areas, roads and all other areas and facilities provided by Landlord for the benefit of the Center.

Article 2. TERM.

The term of this Lease ("Lease Term") and Tenant's obligation to pay rent hereunder shall commence on the date on which the Leased Premises are delivered by Landlord to Tenant, as evidenced by delivery of the keys to the Leased Premises (the "Rent Commencement Date"). The Lease Term shall end (unless sooner terminated as hereinafter provided) at Midnight on the date of the expiration of Eleven (11) full years from (i) the Rent Commencement Date if it is the first day of a calendar month, or, if it is not, (ii) the first day of the calendar month next succeeding the Rent Commencement Date. Each twelve (12) month period commencing with the date described in (i) or (ii) of the preceding sentence, whichever of such dates is applicable, is hereinafter called a "Lease Year". The parties hereby agree to execute, within thirty (30) days after the Rent Commencement Date, a supplement to this Lease fixing the definite date of the last day of the Lease Term and the dates of each Lease Year hereunder.

Article 3. RENT.

(a) Basic Rent.

Tenant hereby covenants and agrees to pay to Landlord, without offset or deduction of any kind, annual basic rent, as follows:

(i) for the first Lease Year--$28,800 ;

(ii) for the second Lease Year--$28,800 ;

(iii) for the third Lease Year--$33,264 ;

(iv) for the fourth Lease Year--$33,264 ;

(v) for the fifth Lease Year--$33,264 .** See Below

Such basic rent shall be payable, without offset or deduction of any kind or nature whatsoever, in advance, in equal monthly installments on the first day of each calendar month during the Lease Term, except that one month's basic rent shall be payable upon execution of this Lease, to be applied to the basic rent due

* It is understood that the lease term will commence on March 1, 1987 and the the Rent Commencement Date will be April 1, 1987 Representing one months free rent.

** The Sixth Lease Year will be the same as the Fifth Lease Year. The Seventh, Eighth, Ninth Lease Year rent will be $36,000.00. The Tenth and Eleventh Lease Year will be $40,260.00

for the first full calendar month of the Lease Term. Such basic rent shall commence to accrue on the Rent Commencement Date, and shall be prorated for the period beginning with the Rent Commencement Date and ending with the day prior to the first day of the first calendar month following the Rent Commencement Date, and shall be payable in full on the Rent Commencement Date.

(b) Additional Rent; Impositions ("Net-Net-Net Lease").

It is expressly understood and agreed that this is a "net-net-net" Lease. Accordingly, in addition to all basic rent and additional rent provided for in this Lease, Tenant shall pay, as additional rent hereunder and without offset or deduction of any kind or nature whatsoever, its "proportionate share" of any and all Impositions (as defined in Article 7) levied, assessed, imposed or charged against or in respect of the Shopping Center Property, as the same become due and payable as described in Article 7, all so that Landlord shall receive, throughout the Lease Term, the basic rent provided for in this Lease absolutely net of any such Impositions. If Landlord shall pay any moneys or incur any expenses in correction of any violation of any covenant of Tenant set forth in this Lease, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the next installment of basic rent to become due and payable hereunder, and may be collected or enforced as provided by law in respect of rents or as otherwise provided in this Lease.

(c) Time and Place of Payment; Late Charge.

Tenant shall timely pay all rent and other charges herein prescribed at the office of Landlord at 1940 East Marlton Pike, Cherry Hill, New Jersey 08003, or to such other person or entity, and/or at such other place, as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing basic rent payment date. Provided, however, that in the event Landlord does not receive an installment of basic rent on or before the third day of the month in which such installment is due, then there shall also be due, as additional rent hereunder, a late charge at the rate of Ten ($10.00) Dollars per day for each such additional day (including the day on which Landlord receives the basic rent payment).

(d) Security Deposit.

Landlord hereby acknowledges receipt from Tenant of the sum of $ 4,800 to be held as security for the payment of any rents and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of such deposit shall be repaid without interest to Tenant after the termination of this Lease, provided Tenant shall have made all such rent payments and performed all such covenants and agreements. Upon any default hereunder by Tenant, all or part of such deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall within ten (10) days of Landlord's written demand, restore the resulting deficiency in such deposit. Tenant's failure to restore such deficiency shall constitute an event of default under this Lease. Tenant hereby waives the benefit of any provision of law now in force or hereafter enacted, requiring such deposit to be held in escrow or in trust, or in an interest bearing account for the benefit of Tenant.

(e) For all purposes of this Lease, Tenant's "proportionate share" (respecting Impositions, Common Area Costs, or otherwise) means .214286 %.

Article 4. TENANT'S WORK; OPENING FOR BUSINESS; LEASED PREMISES "AS IS."

(a) Tenant agrees that upon receiving the keys to the Leased Premises from Landlord, it will with due diligence proceed to perform the Tenant's Work described on Exhibit 2 attached hereto and to install such stock, fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Leased Premises for the opening of business, and to complete all of same within thirty (30) days thereafter.

(b) Acceptance by Tenant of the keys to the Leased Premises from Landlord shall constitute an acceptance of the Leased Premises in "As Is" condition, without further obligation on the part of Landlord respecting Landlord's Work or any other work to be done by Landlord for the Leased Premises pursuant to this Lease.

Article 5. USE; CONTINUOUS OPERATION; RESTRICTIVE COVENANT.

(a) Tenant shall use and occupy the Leased Premises solely for the conduct of a Restaurant, and for no other purpose(s) whatsoever, under the name or style of " Italian-Style ".

(b) Tenant shall continuously during the full Lease Term keep the entire Leased Premises occupied and open for business and adequately staffed and stocked during the hours hereinafter specified.

(c) Neither Tenant nor any person, firm or corporation directly or indirectly affiliated with Tenant shall, during the Lease Term, conduct any establishment similar to that operated by Tenant at the Leased Premises, at any location which is within a five (5) mile radius of the Leased Premises..

Article 6. QUIET ENJOYMENT AND POSSESSION. **

Landlord covenants that Tenant, on paying the rent and performing Tenant's obligations set forth in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and the appurtenances thereto throughout the Lease Term, subject to the terms and provisions of this Lease and to all mortgages and/or ground leases of record to which this Lease may now be or subsequently become subject and subordinate.

Article 7. IMPOSITIONS.

(a) Tenant shall pay its "proportionate share" of all Impositions which may be levied, assessed, imposed or charged against or in respect of the Shopping Center Property.

(b) For all purposes of this Lease, "Impositions" shall mean and include all real estate taxes, assessments, electric, gas and other utilities, water rents, sewer charges, excises, license and permit fees, and other governmental and non-governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Lease Term be levied, assessed, imposed, charged,

** It is agreed between the parties that the owner will not lease to any other store at the #561 Center to a competing restaurant.

become due and payable, or liens upon, or arising in connection with the use, occupancy or possession of, or grow due and payable out of or for, the Shopping Center Property or any part thereof or any rent or income received therefrom or any land, building or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting taxes and/or assessments and/or negotiating with public authorities as to the same.

(c) Impositions shall be equitably prorated during the first and last Lease Years of the Lease Term. A tax or other bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of any Imposition assessed or levied, the items charged for, and the installments thereof.

(d) If any Impositions are assessed against the Leased Premises as separate premises Tenant shall pay such Impositions as the same become due. If any Impositions are assessed against the Shopping Center Property as a whole, Landlord shall forward to Tenant a copy of such bill together with Landlord's computation of Tenant's proportionate share of such Impositions, and Tenant shall pay to Landlord, as additional rent under this Lease, such proportionate share of Impositions (i) within ten (10) days of its receipt of such computation by Landlord, or (ii) not later than the fifth business day prior to the day on which such Impositions become due, whichever period gives Tenant the greater amount of time.

(e) Nothing herein contained shall be construed to include as Impositions any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax, or capital levy that is or may be imposed upon Landlord, provided, however, that if at any time during the Lease Term the methods of taxation prevailing at the commencement of the Lease Term shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Impositions now levied, assessed, imposed or charged on real estate as such, there shall be levied, assessed, imposed or charged (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord for the Shopping Center Property or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents of the Shopping Center Property or any portion thereof, then the same shall be included in the computation of Impositions, computed as if the amount of such tax or fee so payable were that due if the Shopping Center Property were the only property of Landlord subject thereto.

(f) If the taxing authorities include in Impositions, the value of any improvements made by Tenant or include machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall pay the entire Impositions for such items in addition to the "proportionate share" of the Impositions required to be paid by Tenant as provided herein.

(g) At all times during the Lease Term, Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes which may be levied, imposed or assessed against Tenant's personal property, its leasehold interest, its right to occupy the Leased Premises, or the basic rent or the other rents reserved hereunder. If any governmental authority requires that a tax, other than the Impositions above described, be paid by Tenant, but collected by Landlord for and on behalf of such governmental authority and from time to time

forwarded by Landlord to such governmental authority, the same shall be paid by Tenant to Landlord and be collectible by Landlord and the payment thereof enforced in the same fashion as provided for the enforcement of payment of rent hereunder, and for the purpose of enforcing payment thereof shall be deemed additional rent hereunder, payable monthly.

(h) If, after Tenant shall have made a payment of Impositions, Landlord shall receive a refund of any portion of the Impositions on which such payment shall have been based, Landlord shall pay to Tenant, Tenant's "proportionate share" of the net refund, after deducting all expenses (including reasonable attorneys' and appraisers' fees) incurred in obtaining such refund.

(i) Tenant shall not institute any proceedings with respect to the assessed valuation of the Shopping Center Property or any part thereof for the purpose of securing a tax reduction.

Article 8. REPAIRS AND MAINTENANCE; COMMON AREA COSTS.

(a) Landlord will keep the Common Areas and the structural portions of the Leased Premises in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs; and provided further, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or any other person(s) using or present at the Leased Premises with Tenant's express or implied consent, Landlord may make such repair, and the cost thereof shall thereafter become due from Tenant as additional rent at the same time the next installment of Tenant's basic rent becomes due. For purposes of this Lease, "structural" is limited to the outside walls, bearing walls and bearing columns, floor (but not floor coverings), roof, and the ceiling above Tenant's drop ceiling, in the Leased Premises. All other portions of the Leased Premises, including without limitation partitions within the Leased Premises, are for all purposes of this Lease deemed "nonstructural".

(b) Tenant shall make all repairs to, and maintain in good condition, the nonstructural portions of the Leased Premises, both exterior and interior, which include, but are not limited to, all electrical, plumbing, heating, air conditioning and other mechanical installations in respect thereof, the store front, all doors, and all plate glass and door and window glass, floors, ceilings, and pipes and conduits in the walls, accomplishing any and all repairs, alterations, replacements and modifications at its sole expense and using materials and labor of kind and quality equal to the original work, and will surrender the Leased Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration resulting from ordinary wear and tear.

(c) If any repairs or maintenance required to be made by Tenant hereunder are not made within ten (10) days after Landlord's written notice to Tenant, Landlord may at its option make such repairs or maintenance without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs or maintenance, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs or maintenance plus interest at the rate of twelve (12%) percent per annum from the date of completion by Landlord until repaid by Tenant.

(d) Except as hereinabove expressly provided, Landlord shall have no obligation to repair, maintain, alter, replace or modify the Leased Premises or any part thereof, or any plumbing, heating, electrical, air-conditioning or other mechanical installation in respect thereof. Under no circumstances shall Landlord be obligated to repair, replace or maintain any glass.

(e) Landlord shall have the right from time to time and at any one or more times:

(i) To establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the Common Areas.

(ii) To close any of the Common Areas to whatever extent required or desirable in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas.

(iii) To close temporarily any of the Common Areas for repair or maintenance purposes.

(iv) To designate other property outside the boundaries of the Shopping Center Property to become part of the Common Areas.

(v) To select any person or entity to maintain and operate any of the Common Areas if at any time Landlord so determines, and to negotiate and enter into a contract with any such person or entity on such terms and conditions and for such period of time as Landlord deems reasonable and proper both as to service and as to cost. Any such cost(s) shall constitute part of the "Common Area Costs".

(vi) To make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking areas, or the direction of the flow of traffic.

(f) Tenant shall pay to Landlord Tenant's "proportionate share" of Common Area Costs on the first day of each month, commencing with the first month of the Lease Term (pro-rated until the first month of the first Lease Year), and continuing during the Lease Term. Common Area Costs that cover a period which goes beyond the expiration of the Lease Term shall be prorated.

(i) Landlord may adjust the monthly charge for Common Area Costs at the end of each Lease Year on the basis of Landlord's reasonably anticipated costs for the following Lease Year.

(ii) Landlord shall furnish to Tenant a statement showing the total Common Area Costs for such Lease Year, Landlord's computation of Tenant's "proportionate share" of Common Area Costs for the Lease Year, and the payments made by Tenant with respect to such Lease Year, within thirty (30) days after the end of each Lease Year, covering the Lease Year just ended.

(iii) If Tenant's "proportionate share" of Common Area Costs for any Lease Year exceeds the payments made by Tenant in respect thereof, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of the Common Area Costs statement. If Tenant's payments in respect thereof made during the Lease Year exceed Tenant's "proportionate share" of

Common Area costs for such Lease Year, Landlord shall pay Tenant the excess at the time Landlord furnishes the Common Area Costs statement to Tenant.

(iv) For all purposes of this Lease, "Common Area Costs" means and includes (1) all premiums and other charges in respect of all insurance which Landlord is to maintain pursuant to (g) of Article 12 and (a) of Article 13; and (2) all costs of maintenance, repair, replacement and operation of the Common Areas and all sums expended by Landlord for Landlord's or any authorized third party's supervision thereof. Costs for maintenance and operation of the Common Areas shall include, without limitation, costs of resurfacing, repainting and restriping parking areas, cleaning, sweeping, clearing, plowing and other janitorial services, security, purchase, construction and maintenance of refuse receptacles, planting and relandscaping, directional signs and other markers, car stops, lighting and other utilities, reasonable depreciation allowance on improvements, machinery and equipment used in connection with the Common Areas, and all other costs necessary in Landlord's reasonable judgment for the maintenance and operation of the Common Areas or the Shopping Center Property generally.

(g) Anything to the contrary notwithstanding: Upon execution of this Lease, Tenant shall pay to Landlord Tenant's "proportionate share" of the insurance premiums paid by Landlord in respect of the Shopping Center Property so as to reimburse Landlord for Tenant's share of such premium(s) for that portion of the Lease Year as will fall within the balance of the policy year(s) in question. For example, if Landlord's insurance runs on a policy year equivalent to a calendar year, and if the Lease Year hereunder commences July 1 and ends the following June 30, then upon execution of this Lease Tenant shall pay to Landlord one-half of Tenant's "proportionate share" of such premiums as would normally be included within the "Common Area Costs" pursuant to this Article 8. Thereafter, Tenant shall pay to Landlord Tenant's proportionate share of such insurance premiums for the next policy year, at the rate of one-twelfth (1/12) thereof, monthly, which monthly installments shall constitute additional rent due on the same day each month as basic rent is due hereunder.

(h) Anything to the contrary notwithstanding: In the event that any one or more of the Common Area Costs (including without limitation insurance premiums, trash removal charges, sewer charges and water charges) attributable to Tenant are greater than those attributable to other tenants in the Shopping Center by reason of Tenant's particular use of the Leased Premises, then Landlord may allocate a reasonable portion of such Common Area Costs to Tenant's use, so that such Common Area Costs are equitably apportioned among Tenant and the other tenants in the Shopping Center on the basis of use rather than square footage of space, and Tenant shall pay such additional amounts to Landlord at the time the Common Area Costs in question are otherwise due.

Article 9. <u>TENANT'S RIGHT TO MAKE ALTERATIONS.</u>

(a) Tenant shall not make any alterations, additions, or improvements to the Leased Premises other than or different from Tenant's Work (Exhibit 2) without the prior written consent of Landlord, except the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises. All fixtures installed by Tenant shall be new. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may

be made or installed by Tenant in the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall at Tenant's expense remove the same and restore the Leased Premises to their original condition. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Tenant as additional rent hereunder. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Leased Premises shall at the termination of this Lease become the property of Landlord, all without credit or compensation to Tenant.

(b) All construction work done by Tenant in or about the Leased Premises shall be performed in a good workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business at the Shopping Center Property. All costs of such work shall be paid promptly so as to prevent the assertion of any liens for labor or materials. Tenant agrees to take appropriate action prior to the commencement of construction work in order to assure that no liens for labor or materials will be filed against the Leased Premises or the Shopping Center Property or any part thereof. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Whenever Tenant proposes to do any construction work within the Leased Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may reasonably request covering all such work. Such plans and specifications shall comply with such reasonable requirements as Landlord may from time to time prescribe for construction respecting the Shopping Center Property. In no event shall any construction work be commenced in or about the Leased Premises without Landlord's prior written approval of such plans and specifications, which approval Landlord shall not unreasonably withhold. Landlord shall have the right to post and maintain on the Leased Premises such notices of non-responsibility as are provided for under the laws of the State of New Jersey. Tenant shall furnish to Landlord an affidavit stating the names of all contractors, sub-contractors and material suppliers, the amount of all obligations for labor and materials furnished and to be furnished by them, and shall, in addition, furnish a release by all of such contractors, sub-contractors and material suppliers of all lien claims in favor of Landlord and the Shopping Center Property.

Article 10. <u>AFFIRMATIVE COVENANTS OF TENANT</u>. Tenant hereby agrees:

(a) To promptly comply in every respect with all laws, ordinances, rules and regulations of all federal, state, county and municipal governments, now in force or that may be enacted hereinafter, with all directions, rules and regulations of the fire marshal, health officer, building inspector and other proper officers of the governmental agencies having jurisdiction over the Leased Premises and with such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, the American Society of Heating and Air Conditioning Engineers, all carriers of insurance on the Leased Premises and any Board of Underwriters, Rating Bureau and any

similar bodies, which are applicable to Tenant's use and occupancy of the Leased Premises, all at Tenant's sole cost and expense, and to make all changes to the Leased Premises which are or hereafter may be required so that Tenant may comply with the foregoing; to indemnify and save Landlord harmless from any penalties, damages or charges imposed for any violation of any and all laws, ordinances, rules or regulations or violations of the covenants herein expressed, whether occasioned by Tenant or by any person upon the Leased Premises by license or invitation of Tenant or holding or occupying the Leased Premises or any part thereof under or by right of Tenant.

(b) To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

(c) To ensure that all loading and unloading of merchandise shall be done only at such times, and in such areas and through such entrances, as may be designated by Landlord for such purposes.

(d) To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Leased Premises, prepared for collection in the manner and at the times and places specified by Landlord. Until such time as garbage and refuse is placed outside as set forth above, it shall be kept inside the Leased Premises and out of view.

(e) To keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures. Tenant agrees to operate Tenant's heating and air conditioning unit for the Leased Premises during the hours that Tenant's store is open for business, and in such manner as to maintain an adequate and comfortable temperature within the Leased Premises without obtaining or seeking to obtain any heated or cooled air for the Leased Premises by methods or means which would draw such heated or cooled air from other units servicing the the remainder of the Center or any part(s) thereof.

(f) Not to burn, place or permit any rubbish, obstructions or merchandise in any area of the Leased Premises or the Shopping Center Property.

(g) To keep the Leased Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.

(h) To conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant shall (i) (except when and to the extent that the Leased Premises may be untenantable by reason of damage by fire or other casualty) continuously and uninterruptedly use, occupy, operate and conduct its business in the entire Leased Premises in a first-class manner so as to hold, establish and maintain a high reputation for the entire Shopping Center Property; (ii) open for business at 11:00 A.M. and remain open for business until 9:00 P.M. Monday through Saturday (exclusive of legal holidays); however, the foregoing provisions regarding Tenant's hours of business shall be subject, as respects any business controlled by governmental laws or regulations in its hours of operation, to the hours of operation so prescribed by such governmental laws or regulations; (iii) adequately staff its store with sufficient employees to handle the maximum business and carry sufficient employees and carry sufficient stock of seasonal merchandise to accomplish the same; (iv) maintain displays of

merchandise in the display windows, if any; (v) keep the Leased Premises and exterior and interior portions of the store front, windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (vi) use its storage and office space only in connection with Tenant's business conducted by Tenant in the Leased Premises; (vii) not operate its business under this Lease so as to violate any restrictive covenant or restrictive agreement contained in any other lease, contract, or judgment entered into by, or imposed upon, Tenant; (viii) not conduct any auction, distress, fire, bankruptcy or "going-out-of-business" sale (whether real or fictitious), and not conduct or permit the type of business commonly called a surplus store, temporary outlet, or any similar business or activity; (ix) not represent or advertise that it regularly or customarily sells merchandise at manufacturers', distributors', wholesale, warehouse, discount, fire sale, bankruptcy sale or similar price or other than at retail or similar price, but nothing contained in this (h) shall restrict Tenant from determining the selling price of its own merchandise or preclude the conducting of the usual four periodic seasonal, promotional or clearance sales in any Lease Year; (x) not use, or permit to be used, the sidewalks adjacent to the Leased Premises, or any other premises outside the Leased Premises, for the sale or display of any merchandise or for any other business, occupation or undertaking; (xi) not use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radio or television broadcasts in a manner which can be heard outside of the Leased Premises; (xii) not use or permit the use of any portion of the Leased Premises for any unlawful purpose, or for any activity of a type which is not generally considered appropriate for neighborhood shopping areas conducted in accordance with good and generally accepted standards of operation; (xiii) not burn trash or store any trash or garbage in any area other than inside the Leased Premises, hidden from view, and attend to the daily disposal thereof in the manner and by the agency designated by Landlord; (xiv) not park cars, trucks or other delivery vehicles so as to interfere with the use of any driveways, walks, roadways, highways, streets, or parking areas or other Common Areas of the Shopping Center Property; and (xv) not use any portion of the Common Areas for solicitations, demonstrations or any other activities.

(i) To keep its display windows (including window or shadow boxes) in the Leased Premises dressed and illuminated and its signs and external lights well lighted every day of the Lease Term from Dusk P.M. to Dawn P.M.

(j) To comply with all reasonable rules and regulations of Landlord in effect from time to time, which Landlord in its sole discretion shall deem necessary or desirable in connection with the Leased Premises and/or the Shopping Center Property, including without limitation the installation of such fire extinguishers, water buckets and other safety equipment as Landlord or Landlord's insurer may reasonably require.

Article 11. SIGNS.

Tenant will not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or of the Center, or inside the Leased Premises if visible from the outside, without first obtaining Landlord's written approval thereof; and Tenant further agrees to maintain such signs, lettering, etc. as may be so approved in good condition and repair at all times.

Article 12. INDEMNIFICATION; PUBLIC LIABILITY INSURANCE.

(a) Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Leased Premises or any improvements thereon or any part thereof, or for or on account of any death or injury to persons or any damage to property that may result by reason of any condition or present or future lack of repair or maintenance of the Leased Premises or improvements thereon or any part thereof, or the wiring, equipment, furnishings, fixtures, apparatus or any sign, advertising or display device, awning or other like covering therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewage, or by or from the use, misuse or disuse of the Leased Premises or improvements thereon or any part thereof, or any equipment, furnishings or fixtures therein or apparatus thereof, or by or from any person or persons lawfully or unlawfully upon the Leased Premises or any part thereof, or by or from any act, omission or neglect of any such person, or in any manner whatsoever growing out of the past, present or future condition or use of the Leased Premises or improvements thereon or any part thereof, unless determined to be due to the negligence of Landlord or other tenants. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Common Areas or any part thereof due directly or indirectly to the act, negligence or omission of Tenant or any of the following: Tenant's directors, officers, employees, agents, contractors, sub-contractors, invitees, sub-tenants, licensees, concessionaires, customers, patrons and clients.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, for its benefit and for the benefit of Landlord, naming both as insureds, the following insurance in standard form generally in use in the State of New Jersey with insurance companies authorized to do business in New Jersey and satisfactory to Landlord, respecting the Leased Premises:

(i) Comprehensive public liability insurance in the amount of at least $1,000,000 for any accident resulting in bodily injury to or the death of one or more than one person and consequential damages arising therefrom.

(ii) Comprehensive property damage insurance covering liability for damage to all property in the amount of at least $100,000.

With respect to each and every policy of such insurance and each renewal thereof, Tenant, at the beginning of the Lease Term and thereafter not less than thirty (30) days prior to the expiration of any such policy, shall furnish Landlord with a certificate of insurance executed by the insurer involved which shall contain, in addition to the matters customarily set forth in such a certificate under standard insurance industry practices, an undertaking by the insurer to give Landlord thirty (30) days prior written notice of any cancellation or change in scope or amount of coverage of such policy.

(c) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance respecting the Common Areas, covering the matters described in (i) and (ii) of (b) of this Article 12; provided, however, that the coverage thereunder may exceed the limits described in (i) and (ii) of (b) of this Article 12, and may include umbrella coverage applicable to all leased premises in the Center, including the Leased Premises. The costs of insurance referred to in this (c) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) of Article 8.

Article 13. FIRE, DAMAGE, DESTRUCTION, AND INSURANCE.

(a) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance covering the structural portions of the Leased Premises, providing protection to the extent of one hundred (100%) percent of the insurable value thereof against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage". Nothing in this Article 13 shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the Leased Premises or the Shopping Center Property; provided, however, that in all other respects each such policy shall comply with the other provisions of this (a). The costs of the insurance referred to in this (a) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) Article 8.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

(i) Insurance covering Tenant's trade fixtures, furniture, furnishings, equipment, betterments and improvements and other installations of Tenant, providing protection to the extent of one hundred (100%) percent of the insurable value of the same against all casualties included under standard insurance industry practice within the classification "Fire and Extended Coverage"; and

(ii) Plate glass insurance covering the plate glass in the Leased Premises.

(iii) Tenant shall keep the nonstructural portions of the Leased Premises, including all improvements, alterations, additions and changes thereto by Tenant, and including all contents of the Leased Premises, insured to the same extent as Landlord is required to keep the structural portions of the Leased Premises insured pursuant to (a) of this Article 13. All provisions of (a) of this Article 13 are hereby incorporated by reference as if set forth at length herein, except that "Tenant" shall be substituted for "Landlord", and "nonstructural portions of the Leased Premises" shall be substituted for "structural portions of the Leased Premises".

(c) Tenant shall at its sole cost maintain business interruption insurance insuring that the basic monthly rent hereunder will be paid to Landlord for a period of up to twelve (12) months if the Leased Premises are destroyed or rendered unusable by a risk insured against by a policy of standard fire

and extended coverage insurance, with vandalism and malicious mischief endorsements.

(d) Tenant shall promptly furnish to Landlord copies of policies or certificates of insurance evidencing all coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

(e) If the Leased Premises are damaged or destroyed by fire or other casualty, either in whole or in part, then

(i) First, Tenant shall promptly remove any resulting debris from within the Leased Premises;

(ii) Next, Landlord shall, promptly following its receipt of the applicable insurance proceeds (and Landlord hereby agrees to use reasonable efforts to collect same promptly), repair and rebuild the structural portions of the Leased Premises in accordance with the plan pursuant to which such structural improvements were originally constructed;

(iii) Finally, Tenant shall promptly repair and rebuild the nonstructural portions of the Leased Premises in accordance with the plan pursuant to which such nonstructural portions were originally constructed, and promptly thereafter open for business with the public.

(f) Anything to the contrary notwithstanding, in no event shall any destruction of or damage to the Leased Premises, or any other condition or occurrence whatsoever, give rise to any abatement of or reduction (in whole or in part) in any basic rent or additional rent or other sums or charges to be paid by Tenant as provided for in this Lease.

(g) In the event Tenant shall fail to comply with any of the provisions of (e) of this Article 13 Landlord may, at its option, send or deliver to Tenant a notice of default, and if Tenant fails to cure such default in accordance with (g) of Article 19, Landlord may, at its option, terminate this Lease by giving written notice thereof to Tenant. In such event, Landlord shall have all of the remedies provided to it upon an event of default by Tenant, as provided in Article 20.

(h) In the event Landlord shall fail to comply with any of the provisions of (e) of this Article 13 Tenant may, at its option, send or deliver to Landlord a notice of default, and if Landlord fails to cure such default within the applicable time periods provided in (g) of Article 19, Tenant may, at its option, terminate this Lease by giving written notice thereof to Landlord. In such event, neither Landlord nor Tenant shall have any liability or obligation to the other arising out of this Lease, except that Tenant shall remain liable for such rent and additional rent as may have accrued up to the date of such termination of this Lease.

Article 14. <u>WAIVER OF CLAIMS.</u>

Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all of them from all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant

resulting from any fire, accident, occurrence or condition in or about the Leased Premises, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow, or ice being upon or coming through the roof or any other place upon or near the Center or the Leased Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; or (ix) any act or omission of co-tenants or other occupants of the Shopping Center Property or of adjoining or contiguous property or buildings.

Article 15. OWNERSHIP OF CERTAIN PROPERTY AND SURRENDER OF PREMISES.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Leased Premises to Landlord, including without limitation all apparatus and fixtures (except trade fixtures and furniture installed by Tenant) then in the Leased Premises, in good condition and repair, reasonable wear and tear excepted; and all alterations, improvements, additions, machinery and equipment which may be made or installed from time to time by either party hereto, in, upon or about the Leased Premises (except trade fixtures and furniture installed by Tenant) shall be the property of Landlord, and upon any such expiration or sooner termination, shall be surrendered to Landlord by Tenant without any injury, damage or disturbance thereto or payment therefor. Landlord's said property shall include but not be limited to all components of the heating, air-conditioning (including the portion thereof outside the Leased Premises, if any), plumbing and electrical systems, lighting fixtures and florescent tubes and bulbs, all escalators, elevators, dumbwaiters, conveyors and all partitions (whether removable or otherwise).

(b) Trade fixtures, furniture and other personal property installed or placed in the Leased Premises at the cost of Tenant shall be the property of Tenant unless otherwise specified in this Lease and Tenant shall remove the same prior to the expiration or sooner termination of this Lease. Tenant shall at its own cost and expense completely repair any and all damage to the Leased Premises or any other portion of the Shopping Center Property resulting from or caused by such removal. If Tenant fails to remove any of such property, Landlord may at Landlord's option retain all or any of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove all or any of such property from the Leased Premises and dispose of same in any manner, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition, and the repair of any and all damage to the Leased Premises resulting from or caused by such removal.

Article 16. ASSIGNING, MORTGAGING, SUBLETTING.

(a) Tenant shall not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises, or permit the use of the whole or any part of the Leased premises by any licensee or concessionaire, without first having obtained the written consent of Landlord,

which consent may be denied or withheld for any reason or no reason. Any permitted assignee shall also assume in writing the terms, conditions, covenants and obligations of this Lease. Tenant further agrees that, in the event of any such permitted assignment, subletting, licensing or granting of a concession, made with the written consent of Landlord and assumption by the assignee, Tenant shall nevertheless remain liable for the performance of all the terms, conditions and covenants of this Lease. If Tenant is a corporation or partnership, and if any change in ownership or interests therein should occur at any time during the Lease Term (of which fact Tenant shall promptly inform Landlord in writing), Landlord may, at its option, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease.

(b) None of the restrictions set forth in (a) of this Article 16 shall apply to Landlord.

Article 17. SUBORDINATION.

This Lease is and shall be subject and subordinate to any and all mortgages and other security agreements and instruments, and/or ground leases, now or hereafter affecting the Shopping Center Property or any part thereof.

Article 18. PERFORMANCE OF TENANT'S COVENANTS.

Tenant hereby covenants and agrees that it shall perform all covenants and agreements herein expressed on its part to be performed, and that it shall promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice; and further, that if Tenant shall not comply with such notice to the satisfaction of Landlord within three (3) business days after delivery thereof, (or, if such compliance cannot reasonably be completed within three (3) business days, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), Landlord may, at its option, do or cause to be done any or all of the things specified in such notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Leased Premises, and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

Article 19. EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an event of default under this Lease:

(a) Failure of Tenant to commence business within sixty (60) days following the Rent Commencement Date.

(b) Discontinuance by Tenant of the conduct of its business in the Leased Premises.

(c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority.

(d) Failure of Tenant to pay when due any installment of basic rent or additional rent hereunder or any other sum herein required to by paid by Tenant.

(e) Vacation or desertion of the Leased Premises or permitting the same to be empty or unoccupied.

(f) Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Leased Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rents which may become due under this Lease during the entire Lease Term.

(g) Tenant's failure to perform any other covenant or condition of this Lease within three (3) business days after receipt of Landlord's written notice and demand therefor, unless the failure is of such a character as to require more than three (3) business days to cure, in which event Tenant's failure to commence such cure within such three (3) day period and thereafter to diligently continue such cure to completion shall constitute an event of default.

Article 20. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any event of default, Landlord may at its sole option exercise any or all of the following remedies, together with any other remedies as may be available to Landlord at law or in equity:

(i) If Tenant shall default in the payment of rent or any other sums herein required to be paid, Landlord, or any person acting under Landlord, may enter the Leased Premises, and without any demand, proceed by distress and sale of the goods there found, to levy against the rent and all other charges herein payable as rent, and all costs and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of Landlord.

(ii) Landlord may terminate this Lease by giving Tenant written notice of its election to do so, as of a specified date not less than three (3) business days after the date of the giving of such notice, and this Lease shall then terminate on the date so specified, and Landlord shall then be entitled to regain possession of the Leased Premises as of such termination date. In that event, Landlord shall be entitled to recover from Tenant (1) an amount equal to the difference between the basic rent reserved in this Lease for the entire unexpired portion of the Lease Term and the fair rental value of the Leased Premises for the same period of time, as and for liquidated damages, or in lieu thereof the amount of Landlord's actual damages, and (2) reasonable counsel fees incurred in connection with recovering possession of the Leased Premises and/or any legal action to recover the liquidated damages or actual damages referred to herein. Nothing herein contained, however, shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the liquidated damages difference referred to in (1) of this (ii).

(iii) Landlord shall have the right to enter in and upon the Leased Premises and remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to regain possession thereof as Landlord shall deem proper without being liable for any civil action or criminal prosecution therefor. No such re-entry by Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In such event the balance of the basic rent and other charges to become due during the Lease Term shall be accelerated and shall be immediately due and payable; and Landlord may in its own name but as agent for Tenant relet the Leased Premises for any period equal to or greater or less than the remainder of the Lease Term, for any sum which it may deem reasonable, to any other lessee which Landlord may select, and for any use and purpose which Landlord may designate. In the event of such reletting, Landlord shall apply all rents received therefrom prior to the date of termination against the unpaid balance, if any, of such accelerated rent and Landlord's expense of reletting (including redecoration, alterations and commissions) until Landlord shall have fully recovered all of same. In no event, however, shall Landlord be under any obligation to relet the Leased Premises for any purpose. Landlord shall not in any event be required to pay to Tenant any surplus of money received by Landlord from reletting of the Leased Premises in excess of the amount, if any, of such accelerated rent that Tenant shall have paid directly to Landlord.

(b) All of the remedies available to Landlord pursuant to this Lease or otherwise shall be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant for past or future rent, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Leased Premises.

(c) In addition to any damages becoming due under (a) of this Article 20, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord an amount equal to all expenses, if any, including but not limited to reasonable counsel fees incurred by the Landlord in recovering possession of the Leased Premises, and all reasonable costs and charges for the care of the Leased Premises while vacant, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord.

(d) In the event of a default or threatened default by Tenant of any of the terms or conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if no specific remedies of Landlord were set forth in this Lease.

Article 21. CONDEMNATION.

(a) In the event that the whole of the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of the actual taking. In the event of a condemnation or taking of a substantial part of the Leased Premises so as to destroy the usefulness thereof for the purpose for which it was leased, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days after the vesting of title, to

terminate this Lease and the term and estate hereby granted as of the date of the actual taking.

(b) In the event of a partial taking or condemnation which is not substantial enough to destroy the usefulness of the Leased Premises for the purposes for which they were leased, or in the event neither party shall terminate this Lease within the time period described in (a) of this Article 21, Landlord shall restore the Leased Premises to the extent reasonably practicable, not including Tenant's exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant (all of which shall be restored by Tenant), and this Lease shall continue in full force and effect, except that, effective as of the date of the actual taking, the basic rent shall be diminished by the amount representing the proportion of such rent applicable to that proportion of the Leased Premises which is so condemned or taken. In the event Landlord does not effect such restoration within ninety (90) days following the actual taking, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days thereafter, to terminate this Lease as of the date of sending such notice; provided, however, that any such notice sent by Tenant shall be ineffective if the restoration in question was substantially completed by the date such notice is received by Landlord.

(c) In the event of any condemnation or taking mentioned in this Article 21, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such award, Tenant hereby expressly assigning to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof.

(d) Although all damages in the event of any condemnation or taking are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, to the extent then provided by law.

Article 22. LANDLORD'S EXCULPATION.

Anything in this Lease to the contrary notwithstanding, in no event shall Landlord have any personal liability to Tenant arising out of this Lease. In the event Tenant shall have any right against Landlord, for damages or otherwise, Landlord's liability in respect thereof shall in all events be limited to Landlord's interest in the Leased Premises. In no event shall Landlord be liable for damages arising out of any claim by Tenant that Landlord was not reasonable in any context where Landlord's consent, approval or other action is expressed so as to oblige Landlord to act reasonably, Tenant's sole remedy in each such instance being hereby expressly limited to specific performance of such act by Landlord.

Article 23. TENANT'S ESTOPPEL.

Tenant shall, at any time and from time to time, within seven (7) days after request by Landlord, and without charge to

Landlord, certify by written instrument, duly executed, acknowledged and delivered, to Landlord or any mortgagee, assignee of any mortgagee, or purchaser, or any proposed mortgagee, proposed assignee of any mortgagee or proposed purchaser, or any other person or party specified by Landlord, the following:

(a) That this Lease has not been modified and is in full force and effect [or, if there has been any modification(s), that this Lease is in full force and effect as modified and stating the modification(s)];

(b) Whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease to be performed or complied with by Tenant (and, if so, specifying the same); and whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of all covenants, conditions and agreements on Landlord's part to be performed; and

(c) The dates, if any, to which the rent and other charges hereunder have been paid in advance and the amount of periodic tax and insurance prorations paid to Landlord for the then current Lease Year or policy year, if any.

Article 24. FORCE MAJEURE.

In the event that either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Article 25. CUSTOM AND USAGE.

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times; and further, that the failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified or waived any of same.

Article 26. SURRENDER AND HOLDING OVER.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall peaceably surrender the Leased Premises to

Landlord in broom-clean condition and in good repair. In the event that Tenant shall so fail to surrender the Leased Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the basic rent specified in Article 3, as applied to such period.

(b) If Tenant remains in possession of the Leased Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, subject to all the covenants, conditions and agreements of this Lease.

Article 27. ADDITIONAL CONSTRUCTION.

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to the Shopping Center Property or the Center, and to permit others to do so, from time to time.

Article 28. NOTICES.

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other party, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord at:

c/o Joseph Parisi
13 Frost Avenue West
Edison, New Jersey 08817

To Tenant at:

SAN REMO PIZZA & RESTAURANT
~~Pizzeria - Ristoraute, Inc.~~
Gaspare Ventimiglia & Peter Graffeo
81 Euston Road, South
Malton, New Jersey 08053

AND

220 Bell Arbor Drive,
Cherry Hill, New Jersey 08053

Such addresses and addressees may be changed from time to time by either party by serving notices as above provided. Any notice or demand may be executed by, and/or delivered or mailed by, a party's attorney.

Article 29. SUCCESSORS AND ASSIGNS.

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties shall extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant; and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 16.

Article 30. SCOPE AND INTERPRETATION OF THE AGREEMENT.

This Lease shall be considered to be the only agreement between the parties pertaining to the Leased Premises, and supersedes all prior negotiations, understandings and agreements, written or oral (if any). No covenant, undertaking, representation, warranty or agreement, express or implied, shall be binding on Landlord or Tenant unless and then only to the extent that it is expressly set forth in this Lease. The laws of the State of New Jersey shall govern the validity, interpretation, performance and enforcement of this Lease.

Article 31. SHORT FORM LEASE.

Landlord and Tenant shall execute, if Landlord so desires, for recording purposes, a short form of lease. Such short form lease may be recorded by Landlord at its cost and expense.

Article 32. CAPTIONS; USAGE.

(a) Any headings preceding the text of the several Articles and paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect. As used in this Lease, the words "hereby", "herein", "hereof", "hereunder", and similar words, shall always be deemed to refer to this Lease in its entirety and not merely to the Article, paragraph or subparagraph wherein any such word(s) may appear. All Exhibits referred to herein constitute an integral part of this Lease.

(b) All references in this Lease to Landlord shall mean and be limited to the person, party or entity then owning the Shopping Center Property. All references in this Lease to Tenant shall mean Tenant, and any person, party or entity claiming by, through or under Tenant.

Article 33. PARTIAL INVALIDITY.

Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining

provisions hereof shall nevertheless remain in full force and effect.

Article 34. SUBMISSION OF LEASE NOT AN OFFER.

In no event shall the submission of this Lease by Landlord to Tenant constitute an offer to Tenant; it being the understanding and agreement of the parties that such submission is solely for their mutual review and consideration, and that under no circumstances shall Landlord have any liability, obligation or responsibility, to tenant or to any broker or agent or to any other party whatsoever, respecting this Lease or any of the matters referred to herein or arising therefrom, unless and until this Lease and all Exhibits hereto, in final form, are approved by Landlord and its counsel, and then executed by Landlord and delivered to Tenant.

IN WITNESS WHEREOF, this Lease is hereby duly executed on and as of the date first set forth above.

(LANDLORD)

WITNESS:

_____ Joseph P. Parisi 5/16/90
JOSEPH PARISI

(TENANT) SANREMO PIZZA & RESTURANT
PIZZERIA - RISTORAUTE, INC.

ATTEST:

_____ By: Gaspare Ventimiglia
GASPARE VENTIMIGLIA

By: _____
PETER GRAFFEO

RIDER TO LEASE

Joseph Parisi - Landlord

Pizzeria - Ristoraute, Inc - Tenant

This Rider constitutes an addition to and an integral part of the above-captioned Lease dated February , 1987, as follows:

Tenant is hereby granted the Option to extend the Lease Term for an additional Five (5) Lease Year(s) (the "Extended Term"), upon the same terms and conditions as are set forth in this Lease but exclusive of this Option, which Option may be exercised by Tenant only once, and subject to Tenant's compliance with the requirements of (i), (ii) and (iii) of (b) below.

(a) Basic Rent.

The annual basic rent for the Leased Premises during the Extended Term shall be as follows:

(i) for the first additional Lease Year--$ 40,260;

(ii) for the second additional Lease Year--$40,260 ;

(iii) for the third additional Lease Year--$ 44,280;

(iv) for the fourth additional Lease Year--$44,280 ;

(v) for the fifth additional Lease Year-- $44,280 .

(b) Exercise of Option.

The Option provided for in this Rider shall not be effectively exercised unless --

(i) Landlord shall have received written notice from Tenant of Tenant's intention to exercise such option at least six (6) months prior to the end of the last Lease Year; and

(ii) At the time of Landlord's receipt of such written notice from Tenant, Tenant is not in default under this Lease; and

(iii) Tenant is not in default under this Lease as of the last day of the last Lease Year.

If any of (i), (ii) or (iii) of this (b) shall not be true, any purported exercise of Option to extend the Lease Term shall be null, void, and of no force or effect.

WITNESS: (LANDLORD)

Joseph P. Parisi

JOSEPH PARISI

ATTEST:

(TENANT) SANREMO PIZZA & REST.

~~PIZZERIA - RISTORAUTE~~, INC.

By: Gaspare Ventimiglia

GASPARE VENTIMIGLIA

By:

PETER GRAFFEO

CLOSING STATEMENT

THOMAS J. SCOTT, TRUSTEE FOR PARISI REAL ESTATE TRUST

WITH

MORRIS NOVACK

PREMISES: Six stores, Haddonfield-Berlin Road and Route 561, Gibbsboro, New Jersey 08036; Camden County Lot 1, Blocks 15 and 14A

PLACE: Offices of Brenner and Wallick, Carnegie Center, Princeton, New Jersey

DATE: January 12, 1988

PRESENT: Parisi Real Estate Trust by Thomas J. Scott, Trustee; Joseph Parisi, Joseph M. Parisi and Annette Parisi, beneficiaries; Richard J. Weinberg, Attorney
Morris Novack, Seller; Michael Tishman, Attorney;
Hannah Kramer, agent
Joseph Zerbo, Real Estate Broker
Midlantic National Bank by Brett Ferguson and Martin J. Jennings, Jr., Attorney, and Mitchel Nider, Attorney
Continental Title Insurance Company by Joan Quinn, Title No. BC 336550

TRANSACTION I

CHARGES:

Purchase Price		$1,250,000.00

CREDITS:

Paid on Contract	$125,000.00	
First Mortgage - Midlantic National Bank	750,000.00	
Security deposits - see note	7,800.00	
Rent - 1/12/88 - 1/30/88 - see note	5,150.00	
Common charge adjustment (January, 1988) see note	1,150.00	889,100.00

DUE SELLER: $ 360,900.00

PAID AS FOLLOWS:

Cashier's check - Midlantic National Bank Account of Thomas J. Scott, Trustee	$ 375,000.00
Refund - check of sellers attorney, escrow account	(14,100.00)
	$ 360,900.00

DISBURSEMENTS:

Brenner, Wallack and Hill - legal fee	$ 1,435.00
Weinberg & Kert, Esq. - legal fee	6,000.00
Continental Insurance Company	17,406.60

TRANSACTION II

Simultaneously with taking title to the premises, Thomas J. Scott, as Trustee of Parisi Real Estate Trust, transferred title to said premises to the beneficiaries of the trust as individuals, Joseph Parisi, Joseph M. Parisi and Annette Parisi, as Tenants in Common

NOTES:

1. Continental Title Insurance Company disbursements, as follows:

To Midlantic National Bank - commitment fee	$ 3,750.00
Settlement fee to title closer	60.00
Title Insurance	2,898.00
Recording Deeds and Mortgage	106.00
Register of Deeds - Transfer Tax	
Transaction I (50/50 with seller)	3,012.50
Transaction II	3,525.00
Recording Collateral Assignment of Leases	49.00
Real Estate Tax - Borough of Gibbsboro - 1988, 1st Quarter	3,986.10
	$17,406.60

2. Real Estate Taxes were not adjusted. Tenants pay all taxes through common charge, which was adjusted. Electric, water and gas meters will be read and adjusted by the parties. Township landscape escrow to be paid to seller. When WaWa common costs through December 31, 1987, are paid, $3,380.00 to be paid to the seller.

3. The premises consists of six stores of which two are vacant. The four tenants occupy by written leases, copies of which are in the purchaser's possession.

Rentals and adjustments for rent are as follows:

WaWa Insurance	$2,883.33
V & G Abbate (restaurant)	2,400.00
Elite Cleaners	1,200.00
Lo-Mas, Inc. Drugs	2,100.00
	$8,583.33

All rents were collected by the seller for January, 1988. Purchaser received credit for January 12, 1988 to January 31, 1988, agreed to be 60% of $8,583.33 = $5,150.00.

4. Security deposts from tenants credited to purchaser as follows:

Elite Cleaners	$3,000.00
V & G Abbate	4,800.00
	$7,800.00

5. Common charge adjustment as follows:

Tenants for January, 1988

Lo-Mas, Inc. Drugs	$ 629.65
Elite Cleaners	314.82
V & G Abbate	629.64
	$1,574.11

Less items paid by seller

Snow removal	$140.00	
January broker commission	285.00	425.00
Balance (rounded)		$1,150.00

6. Prior brokerage commissions payable at $285.00 per month have been assumed by the purchaser - see agreement.

7. Annexed hereto are copies of the following documents:

Designation Notice from Beneficiaries to Trustee of Exchange Property.
Promissory Note, Parisis to Midlantic National Bank.
Mortgage and Security Agreement with Midlantic National Bank.
Secured Term Loan Agreement with Midlantic National Bank.
Collateral Assignment of Leases with Midlantic National Bank.

COPY

WEINBERG & KERT
ATTORNEYS AT LAW
666 OLD COUNTRY ROAD
GARDEN CITY, NEW YORK 11530

(516) 222-1860

RICHARD J. WEINBERG
ARNOLD L. KERT
(N.Y. & FLA. BARS)

NICHOLAS J. FERRAR
BARRY LIEBMAN

December 7, 1987

Thomas J. Scott
Trustee for Parisi Real Estate Trust
8 Woodbury Road
Edison, New Jersey 08820

Re: Parisi Real Estate Trust

Dear Mr. Scott:

The undersigned, beneficiaries of the Parisi Real Estate Trust, in accordance with Section 2.02 B, hereby notify you as follows:

1. As beneficiaries of the aforesaid trust, we hereby designate the strip shopping center located at State Highway 561 (Haddenfield and Berlin Road) and Milford Road in Gibbsboro, New Jersey, as the exchange parcel in connection with the sale of premises 120 Case Drive, South Plainfield, New Jersey.

2. You are to negotiate with Morris Novak, owner of said property, for the purchase price of $1,250,000.00 and establish the additional escrow provided for in the trust agreement.

3. You are authorized to enter into a contract for the purchase of the property and obtain a mortgage of $750,000.00 toward the purchase price and, in addition, pay all incidental costs and expenses for obtaining the mortgage and purchasing the property.

The undersigned agree to be personally liable for the mortgage referred to above at the time that the property is delivered by you to the undersigned beneficiaries.

Very truly yours,

Joseph Parisi
JOSEPH PARISI

Joseph M. Parisi
JOSEPH M. PARISI

Annette Parisi
ANNETTE PARISI

ESTABLISHED 1803
INCORPORATED 1865

Wawa Inc.

RED ROOF • BALTIMORE PIKE • WAWA, PENNSYLVANIA 19063
Wawa Food Markets • Wawa Dairy Farms (610) 358-8000

CERT. MAIL - RET. RCPT. REQ.
November 1, 1995

Mr. Joseph P. Parisi
c/o Feinberg and McBurney
Suite 100
1060 Kings Highway, North
Cherry Hill, New Jersey 08034-1212

Re: Lease ("Lease") for Wawa Food Market #494
Location: Route 561 & Milford Avenue
Gibbsboro, New Jersey
Lease Dated: March, 1985
Store Opened: June 20, 1986

Dear Mr.Parisi:

We hereby notify you of Wawa's election to exercise its option to extend the term of the above referenced Lease for a first additional term of five years. The renewal term will commence on July 1, 1996 and end on June 30, 2001. In accordance with Paragraph 4 of the Lease, this notice must be sent by January 1, 1996.

The annual rent for the renewal term of the Lease will be $46,200, payable in equal monthly installments of $3,850 each.

Very truly yours,

WAWA, INC.

Carla M. Belohoubek

By: Carla M. Belohoubek
Assistant General Counsel

CMB:jm

ESTABLISHED 1803
INCORPORATED 1865

Wawa Inc.

RED ROOF • BALTIMORE PIKE • WAWA, PENNSYLVANIA 19063
Wawa Food Markets • Wawa Dairy Farms (215) 358-8000

September 17, 1991

Henry A. Feinberg Account #3
Post Office Box 3210
Cherry Hill, New Jersey 08034

Attention: Margaret

Re: Wawa Food Market #494
Location: 71-A Lakeview Drive
Gibbsboro, New Jersey
Lease Dated: March, 1985
Store Opened: June 20, 1986

Dear Margaret:

Enclosed is a copy of the lease you requested yesterday. This is not an excellent copy but it does have the numbers of the paragraphs.

Very truly yours,

Joan

Joan D. Myers
Legal Assistant

/m
Enclosure

c.c. Tom Mullin (Robin) with copy of lease & checks

Graham Miles Esquire with copy of lease/sale agt.

Store Opened June 25 1986

AGREEMENT OF LEASE/AGREEMENT OF SALE
TRANSFER TO PHILADELPHIA OFFICE

Date: 2/12/82 Square Footage of Property: 2800

Propety Address: 71 Lakeview Drive, Gibbsboro NJ (Rt 51 & Milford Rd) Rt 561 Center

~~Buyer~~/Lessee : Wawa Inc. Red Roof, Baltimore Pike
Address : Wawa, Pa.

~~Seller~~/Lessor : Rt 561 Center - Joseph Parisi
Address : c/o F & McB

Type of Transaction : Lease

Price/Rental : 1-5 = $34,600/yr. or $2,883.33/mo. Thru 5/31/91
Total Amount : 6-10 = $40,100/yr or $3,341.67/mo Thru 5/31/96

Term : 10 years Options: 5 @ 5 years - see below

Commence Date : 6/1/86 Ending Date: 5/31/96

Commission : — Paid by: —

When Payable : — Date Paid: —

Co-op Broker : None
Address :

Total Commission : $ — o —

Commission Co-Broker : $ — o —

Commission Salesperson : $ — o —

Commission Feinberg & McBurney : $ — o —
Strouse Greenberg : $ — o —

General Information: Pays pro-rata share of R.E. Taxes, CAM
Wawa has own trash dumpster No ins. chg.

Insurance:- Landlord Pays - No reimbursement from Wawa.

Division in Department:

Approval: SEG: PPL: WJK: GLE: DAF:

Strouse Greenberg & Co. Inc.:

Expenses:

Sign : OPTION RENTS:- 6/1/96 - 5/31/2001 = $3850/mo
Brochures : 6/1/01 - 5/31/2006 = 4433.33/mo
Postage : 6/1/06 - 5/31/2011 = 5108.33/mo
Advertising : 6/1/11 - 5/31/2016 = 5858.33/mo
Other : 6/1/16 - 5/31/2021 = 6601.67/mo

Transaction # :

VPA:jm 8/2/84
VPA:jm 2/1/85
VPA:jm 2/26/85
3/12/85

File

STORE NO. 494

LOCATION: Route 561 & Milford Avenue
Gibbsboro, New Jersey

Lease Agreement

THIS LEASE is made this day of March, 1985, between PAUL M. BENNETT, or his assignee or nominee, Barclay Pavilion East, Suite 11, Route 70, Cherry Hill, New Jersey 08034

(the "Landlord") and WAWA, INC., a New Jersey Corporation, having a place of business on Baltimore Pike, Wawa, Pennsylvania 19063, (the "Tenant").

WITNESSETH

1. PREMISES

In consideration of the rents, covenants and agreements contained in this Lease on the part of the Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, premises with the buildings and improvements erected or to be erected thereon, located Lot 1 Block 14A, 15 and 18, Route 561 and Milford Avenue, Gibbsboro, Camden County, New Jersey

as outlined on the plan attached hereto and made part hereof as Exhibit "A", (the "Leased Premises"). The Leased Premises are part of the larger premises under the ownership and control of Landlord at this location, which, together with all extensions and additions thereto, and together with all the improvements, now or hereafter erected thereon, shall be called the "entire premises".

All areas within the entire premises, neither exclusively occupied by nor leased to a Tenant of Landlord, including all landscaped or planted areas, parking areas, streets, driveways, aisles, sidewalks, malls, with the improvements thereon; whether or not indicated in Exhibit "A", shall be called the Common Area.

Together with the Leased Premises, Tenant shall have the full, complete and uninterrupted right of use of all the Common Area of the entire premises, in common with others specifically granted such rights by Landlord, and Tenant shall have all rights of access to the Leased Premises from streets or roads bordering on or touching the entire premises.

2. COMMENCEMENT AND ENDING DATE
SEE RIDER 1B

The term of this Lease and Tenant's obligation to pay rent shall commence upon the date on which Tenant opens the Leased Premises for business to the public. The term of this Lease shall end on the last day of the tenth (10th) consecutive lease year as the term "lease year" is hereafter defined. Such term shall be called the "original term". Any reference in this Lease to the "term of this Lease", or words of similar import, shall refer to the original term, and, upon exercise by the Tenant of an option to extend such term, the additional period or periods for which such term shall have been so extended.

3. OPTIONS TO EXTEND THE TERM

Tenant shall have the right to renew this Lease for five additional terms of five (5) years each from the date upon which it would otherwise expire, on the same terms and conditions as those specified in this Lease. If Tenant elects not to extend the original term, or, having extended the term for one or more additional terms, elects not to extend the term for the next following additional term, this Lease shall automatically terminate at the end of the then current term.

4. EXERCISE OF OPTIONS

Each option shall be exercised by Tenant giving Landlord written notice at least six (6) months prior to the end of the original term or any exercised additional term, as the case may be. Upon the giving of such notice, the term of this Lease shall be so extended. At the end of the initial term or of the last exercised additional term, this Lease shall continue from year to year upon the same terms and conditions as are provided for the immediately preceding term, unless either party shall terminate the same by written notice to the last known address of the other party at least six (6) months prior to the end of the then current one year term.

5. LEASE YEAR

The term "lease year" as used herein shall mean a period of twelve consecutive full calendar months. The first lease year shall begin on the date of commencement of the original term if the date of commencement of the term shall occur on the first day of a calendar month; if not, the first lease year shall commence upon the first day of the calendar month following the date of commencement of the original term. Each succeeding lease year shall commence upon the anniversary date of the first lease year.

6. MINIMUM RENT

Tenant shall pay Landlord a fixed annual minimum rent, of

Lease Years	Annual Rent	Monthly Rent	Option Years	Annual Rent	Monthly Rent
1 - 5	$34,600	$2,883.33	11 - 15	$46,200	$3,850.00
6 - 10	40,100	3,341.67	16 - 20	53,200	4,433.33
			21 - 25	61,300	5,108.33
			26 - 30	70,300	5,858.33
			31 - 35	80,300	6,691.67

per lease year, payable in equal monthly installments in advance, on or before the tenth (10th) day of each month during the term of this Lease. If the rent is payable for a fraction of a month, the amount payable shall be the pro rata portion of the monthly installment of rent described in the foregoing sentence, prorated on a per diem basis, with respect to the fractional calendar month.

7. LIENS AND TAXES

14 A, 15 Block Lot 1 only

and assessments

Landlord shall pay all real estate taxes which may be levied, assessed or charged against the entire premises or any part thereof by any governmental authority, and Landlord will make all payments required to be made under the terms of any mortgage now or hereafter a lien superior to this Lease on the entire premises or any part thereof. For the purpose of this Lease, real estate taxes shall not include any income, franchise, corporate, personal property, capital levy, capital stock, excess profit, transfer, revenue, estate, inheritance, gift, devolution or succession tax payable by Landlord or any other tax, assessment, charge or levy upon, or measured in whole or in part by the rent payable by the Tenant.

During each lease year of the term of this Lease, Tenant shall pay Landlord its proportionate share of any real estate taxes applicable to the Leased Premises ~~which exceed the amount of such taxes payable for the Base Year Tax. The Base Year Tax shall mean the real estate taxes for the first full lease year for which the improvements on the Leased Premises and the entire premises shall have been assessed as fully completed improvements.~~ Tenant's proportionate share of such taxes shall be an amount bearing the same ratio to the total taxes on the entire premises during the lease year as the total floor area of the Leased Premises bears to the total floor area of all floors of all buildings in the entire premises and any additions or extensions thereof. Taxes for periods which do not coincide with a lease year shall be apportioned between the lease years in which the tax payments are due by Tenant under this paragraph. The tax payments by Tenant under this paragraph shall be considered due thirty (30) days after the delivery to Tenant of a receipted tax bill or bills covering the amounts claimed together with the calculation of Tenant's proportionate share. Provided Tenant pays Landlord any amount of tax due by it within thirty (30) days of presentation of the receipted tax bill, Tenant shall be entitled to deduct any discount for prompt payment to which Landlord is entitled in computing the amount of tax payable by Tenant. Under no circumstances will the Tenant be liable for any interest or penalties. Unless it has reasonable cause not to do so, Landlord will pay the real estate taxes in time to take advantage of any discounts.

Landlord will supply Tenant with photostatic copies of all notices concerning tax assessments, changes in assessments, tax rates and changes, and tax bills at least thirty (30) days before the last date when Tenant must make appeals or take other legal action in connection with the taxes or assessments on the Leased Premises. Tenant shall have the right to contest the amount or validity of the taxes applicable to the Leased Premises by appropriate administrative and legal proceedings either in its own name, Landlord's name, or jointly with Landlord by counsel selected and engaged by Tenant. Landlord shall execute and deliver to Tenant whatever documents may be necessary or proper to let Tenant contest the taxes, or which may be necessary to secure payment of any refund which may result from such proceedings, and Landlord hereby constitutes Tenant as its attorney in fact to execute such documents. If the Leased Premises shall constitute a separate tax parcel apart from the entire premises, any proceedings shall be undertaken at the sole cost and expense of Tenant, and any refund resulting therefrom, to the extent of the increased taxes paid for the fiscal years being contested, shall belong solely to Tenant. On the other hand, if the Leased Premises constitutes a part of a larger tax parcel, any proceeding shall be undertaken at the cost and expense of Tenant, but any refund resulting therefrom (as well as any refund resulting from proceeding instituted by the Landlord), shall be applied and paid first to reimburse the Tenant or Landlord for the costs and expenses of the proceeding, and then there shall be paid to the Tenant from the balance of the refund an amount equal to the balance of such refund multiplied by the fraction set forth in this paragraph determining Tenant's proportionate share of real estate taxes. The remainder of the refund shall belong to Landlord.

8. CONSTRUCTION OF IMPROVEMENTS

At its cost and expense, the Landlord will commence the construction on the entire premises, within one hundred and twenty (120) days after the delivery by the Tenant to the Landlord of an executed copy of this Lease, for Tenant's use and occupancy, such of the following as are not already in existence:

(a) Retail store building conforming to Tenant's specifications upon land shown as the Leased Premises in Exhibit "A".

(b) Certain Common Area in accordance with plans and specifications prepared by the Landlord, bearing the written approval of Tenant's real estate director, including adequate sidewalks, service drives, parking area or areas to accommodate automobiles at the ratio of 5.5 automobile parking spaces (each with dimensions of 10' x 20') for each 1,000 square feet of shopping center floor area, entrances and exits from and to public streets and highways.

All the construction shall be done in a good and workmanlike manner using first quality materials. Common Area parking areas, access drives and service areas shall have paving of concrete or asphalt so that they shall be adequate and serviceable in all respects for use by the Tenant.

Except for those items of construction shown on Exhibit "A", the Landlord will not construct any additional improvements in the entire premises, or in any way change the location or arrangement of any improvements of all or any part of the Common Area, or add or deduct any land to or from the entire premises or enlarge or reduce any building or improvement thereon, or permit anyone else to do so without the Tenant's prior written consent.

Landlord shall obtain, at its cost, all permits and approvals necessary to erect Tenant's standard free standing sign. The sign shall be supplied by Tenant at its cost, and, for all purposes hereof, it shall be deemed a trade fixture. Landlord will erect Tenant's sign at the location indicated on Exhibit "A". Landlord shall construct the sign base and bring all necessary wiring to it and shall cause the sign to be wired to permit its illumination from the Leased Premises and to have the electricity metered to the Leased Premises by a separate electric meter. Landlord will erect no other sign, except as shown in Exhibit "A", in the entire premises without receiving the prior written consent of Tenant both as to its design and location.

All improvements shall be designed and constructed to meet the physical requirements of the site and to comply with all laws, ordinances, rules, regulations and orders of any authority having jurisdiction over Landlord's construction. Landlord will procure all permits required. If Landlord, by reason of any limitation imposed by any regulatory authority, is not permitted

to construct the improvements as specified by Tenant, Tenant may either accept the improvements Landlord may construct or cancel this Lease, either option to be exercised by written notice.

Landlord shall indemnify and save Tenant harmless from any claims not caused by Tenant's negligence or the negligence of Tenant's agents, employees, contractors and sub-contractors, materialmen or invitees /whether for injury or loss of life or for damage to property arising prior to the commencement of the lease term, ~~Tenant's opening of the Leased Premises for business~~, and to that end shall require its general contractor responsible for constructing the Leased Premises to carry builder's all-risk insurance and Landlord shall carry owner's or principal's protective liability insurance.

If for any reason whatever a certificate of occupancy to the Leased Premises, or other evidence satisfactory to Tenant that Landlord has completed its work in accordance with the plans and specifications, shall not have been delivered to the Tenant in accordance with the provisions of this Lease on or before three hundred days (300) from the date hereof, then the Tenant may at any time within one year after said date, terminate and cancel this Lease by notice in writing to the Landlord. This right of termination shall not be exclusive of any other right or remedy of the Tenant for the enforcement of the obligations of the Landlord. In any event the Lease shall automatically terminate on the second aniversary of the date of this Lease unless the Leased Premises shall have been delivered to and accepted by the Tenant on or before the second anniversary date.

9. TENANT'S PARKING

Landlord acknowledges that the present and future availability of parking spaces for Tenant and its customers is an important inducement for Tenant's execution and delivery of this Lease. If the number of parking spaces within the Common Area for any reason falls below a ratio of 5.5 parking spaces for each 1,000 square feet of entire premises floor area, and such condition persists for at least sixty (60) days and during that period Landlord fails to correct such condition, then Tenant upon sixty (60) days prior written notice, shall have the right to terminate this Lease.

The parking spaces within the hatch-marked area in Exhibit "A" (the "Tenant's Parking") are reserved for the use of Tenant and its customers. If Tenant's parking is regularly used by persons who are not Tenant's customers so as to interfere with the exclusive rights of Tenant to it, then Tenant shall have the right to require the Landlord to correct such condition. After delivery of notice to Landlord, Landlord shall identify Tenant's Parking as Tenant's by any appropriate means (including but not limited to the painting of Tenant's name in each space, and the posting of signs warning of towing violating vehicles), and will remove the vehicles of all violators of Tenant's rights. Landlord will erect such physical barriers; curb stops, fences, as it may deem necessary in order to preserve Tenant's rights hereunder. If Tenant's rights continue to be violated after the exercise of the above described remedies (or Landlord's failure to implement them), Tenant shall have the right upon sixty (60) days prior written notice to cancel this Lease, and vacate the Leased Premises, and in that event neither party shall have further rights against the other.

10. ALTERATIONS

Tenant shall have the right, at its expense, to make alterations to or in the Leased Premises which it may consider necessary for the carrying on of its business. Such alterations may include, but are not limited to, fixed partitions, air conditioning, lighting, drop ceiling, special flooring and floor safes. These alterations upon termination of this Lease shall become the property of the Landlord. No alteration shall be made which will adversely affect the structural integrity of the building. All alterations, additions and changes by the Tenant will be erected in a first-class workmanlike manner, and Tenant shall have neither the right nor the obligation at the end of the Lease or any extension thereof, to remove the same or to change the structure or restore the premises to the condition in which they were originally.

11. FIXTURES AND EQUIPMENT

Tenant shall have the right to install cases, fixtures and equipment (the "equipment") in the Leased Premises as soon as the construction of the building progresses sufficiently for it to do so. The installation of the equipment shall not be construed as an acceptance of the premises by Tenant. Acceptance of the premises by Tenant shall be subject to the full performance by the Landlord of all the terms and conditions of this Lease. Any trade fixtures and equipment which may be placed in the Leased Premises by Tenant are to remain the property of Tenant and it shall have the right to remove the same at any time. Tenant further shall have the right to install equipment in the store under lien or title retention devise, and Landlord will execute all releases or waivers requested by a third party in connection with that equipment. Installations by Tenant prior to the opening of the store shall not obstruct, delay or interfere with the contractor engaged in constructing the store building. Any equipment not removed by Tenant within fifteen (15) days after the termination of this Lease shall become the property of the Landlord and may be kept or removed from the Leased Premises by Landlord.

12. OPENING FOR BUSINESS

Tenant will open the Leased Premises for business to the public no later than sixty (60) days after the completion of the work by Landlord in accordance with all plans and specifications and the receipt by Tenant of a certificate of occupancy from the local governmental authority having jurisdiction over the work.

13. CONCESSIONS AND LICENSEES

Tenant may permit its business or any part thereof to be operated in or on the Leased Premises by a concessionaire, franchisee, licensee or subtenant without the consent of the Landlord, but such operation shall not relieve Tenant of its obligations and liabilities hereunder. SEE RIDER Part II-H

14. WASTE AND NUISANCE

Tenant will not commit or suffer to be committed any waste or nuisance upon the Leased Premises or any other act or thing which may disturb the quiet enjoyment of any other tenant of the Landlord.

15. GOVERNMENT REGULATION

At Tenant's expense, Tenant will comply with all laws, ordinances, rules and regulations of any federal, state and municipal government or their appropriate regulatory agencies now in force or which may hereafter be in force, relating to the carrying on of Tenant's business (as distinguished from the Leased Premises) and which do not require the making of any changes, improvements, alterations or additions to the Leased Premises or any other part of the ~~entire premises~~ construction that is part of Landlord's work under this Lease (as distinguished from Tenant's work, leasehold improvements and/or trade fixtures).

If any law, decision, rule or regulation of any governmental body having jurisdiction shall have the effect of limiting, for any period of time, the time or times that Tenant is able to or permitted to conduct its business, then, upon notice by Tenant to Landlord, rent and all other charges due as rent shall abate proportionately. If such law, decision, rule or regulation, has the effect of denying or prohibiting Tenant either the right or ability to conduct its business, Tenant shall have the right to terminate this Lease by delivery of notice to such effect to Landlord.

16. MAINTENANCE BY LANDLORD

The Landlord, at its expense, will make all repairs, structural or otherwise to the exterior of the building in which the Leased Premises are located, including, but not limited to, repairs to the streets, curbs, sidewalks, passageways and other Common Area/~~Landlord~~ will make all repairs to the interior of the Leased Premises which may be of a structural nature and which are not made necessary by any/~~unusual~~ use of the Leased Premises by the Tenant. Landlord will be liable for any damages sustained by the Tenant resulting from Landlord's failure to make the repairs to the Leased Premises within a reasonable time after having been notified by Tenant of the need of the repairs.

Tenar

negligent

In an emergency, if it is necessary to promptly make any repairs required to be made by the Landlord, the Tenant may proceed to have such repairs made and to pay the cost. The Landlord will pay the Tenant the cost of the repairs on demand, and if not paid the Tenant may deduct the amount expended by it from any rent thereafter due or to become due. If Tenant elects not to make the repairs, it will promptly notify the Landlord of the need therefor. Landlord shall indemnify and hold Tenant harmless from all claims, damages or causes of action for damages and related expenses, arising out of or brought on account of injury to any person or persons or property or loss of life resulting from a failure on the part of Landlord to properly construct and maintain the entire premises and to make repairs for which Landlord is responsible.

17 MAINTENANCE BY THE TENANT

Tenant will keep the Leased Premises in good order and condition and repair, normal wear and tear, damage by fire, the elements or casualty excepted. Tenant's maintenance responsibility include plate glass and doors and their frames and for all interior maintenance and repa

18. INDEMNITY

Tenant, during the term of this Lease will indemnify and save harmless Landlord from and against all claims and demands, whether for injury to person or loss of life or damage to property occurring within the Leased Premises or arising from Tenant's use and occupancy of the Leased Premises, except those claims resulting from or contributed to by acts or omissions of the Landlord. The Landlord, during the term of this Lease, shall indemnify and save Tenant harmless from and against any and all claims and demand whether for injury to person or loss of life or damage to property not arising from Tenant's negligence, but arising out of the acts or omissions of Landlord or arising out of the use of the Common Area.

19. TENANT'S LIABILITY INSURANCE

Tenant, during the term thereof, will keep in full force and effect a policy of bodily injury liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any concessionaires, franchisees, licensees and tenants and subtenants of Tenant in the Leased Premises under which the limits of public liability shall be $1,000,000 /~~$250,000~~ per person and /~~$500,000~~ per accident and under which the property damage liability shall be ~~$50,000~~. At the request of Landlord, the policy will name Landlord, Landlord's mortgagee, if any, and Tenant as insureds, and shall contain a clause that the insurer will not change or cancel the insurance without first having given Landlord and Landlord's mortgagee ten (10) days prior notice. A copy of a duly executed certificate of insurance shall be delivered to the Landlord upon request.

20. LANDLORD'S INSURANCE

Landlord shall keep the building or buildings, including all improvements, alterations, additions and changes thereto by Landlord or Tenant, insured against damage or destruction by fire and the perils covered under an all risk insurance policy to the extent of the full replacement value thereof. Landlord will be responsible for determining the amount of all risk insurance to be maintained which shall, nevertheless, be sufficient in amount to avoid coinsurance. The insurance shall be maintained for the protection of both Landlord and Tenant, and Landlord shall furnish such evidence as Tenant may request, that such insurance coverage is in full force and effect. The proceeds of such insurance in case of loss or damage shall be applied on account of the obligation of Landlord to repair and rebuild the Lease Premises pursuant to the damage clause of this Lease. A loss under any and all policies of insurance carried by the Landlord shall be adjusted with and paid by the insured's carriers to the Landlord. Tenant will require each of its insurance carriers to attach a waiver of subrogation endorsement in favor of Landlord to any insurance policies which Tenant carries, and Landlord will require each of its insurance carriers to similarly attach a waiver of subrogation endorsement in favor of Tenant to any all risk insurance policies which Landlord carries. Tenant will not be liable to Landlord or to any insurance company insuring the Landlord for any loss to the Leased Premises or to any improvement located within the entire premises which was or could have been covered by all risk insurance even though loss or damage may have been occasioned by the negligence of Tenant, its agents or employees and independent market operators, and similarly Landlord will not be liable to Tenant or to any insurance company insuring Tenant for any loss or damage to the Leased Premises which was or could have been covered by fire and extended coverage even though such loss or damage may have been occasioned by the negligence of Landlord, its agents or employees.

~~If applicable, Landlord shall maintain, with respect to all steam boilers, piping vessels, or pressurized containers not supplied by Tenant, a policy of boiler insurance in an amount not less than $1,000,000 or the replacement cost of all property damaged.~~

21. SUBORDINATION

This Lease is subject and subordinate to any first mortgage, and all renewals, modifications, consolidations, replacements and extensions thereof which may now or hereafter affect the entire premises or any part thereof, provided that any such mortgage shall be made in connection with a loan from an insurance company, a savings bank, a bank or trust company, and provided further that as a condition of such subordination, such mortgage shall contain a cov-

enant binding upon the holder thereof, or a separate agreement which shall be entered into with Tenant and the holders of the mortgage to be recorded with such mortgage or other security agreement, with provisions in form and substance satisfactory to Tenant to the effect that:

1. So long as Tenant observes the terms of this Lease, its rights of possession to the premises under the terms and provisions of the Lease will not be affected or disturbed by the mortgagee in the exercise of any of its rights under the mortgage or other security agreement for the bond or note or debt secured thereby;
2. If the mortgagee comes into possession or ownership of the Leased Premises by foreclosure or otherwise, this Lease shall continue in effect and shall not be terminated by any such proceeding;
3. If the Leased Premises are sold or otherwise disposed of pursuant to any right or power contained in the mortgage or other security agreement or the bond or note secured thereby, or as a result of proceedings thereon, the purchaser shall take title subject to this Lease and all the rights of Tenant hereunder; and
4. In the event the buildings and improvements on the Leased Premises are damaged by fire or other casualty, for which loss the proceeds payable under the insurance policy or policies are payable to the mortgagee, such insurance funds, when paid, shall be made available for the purpose of repair and restoration as provided in this Lease; and
5. The agreement shall be binding upon the Landlord's mortgagee and its respective heirs, executors, administrators, successors and assigns.

22. DAMAGE

If the Leased Premises, the entire premises or the appurtenances thereto or the Common Area shall be damaged or destroyed by fire or other casualty or any cause whatsoever, either in whole or in part, Landlord shall promptly ~~immediately~~ remove any resulting debris and repair and rebuild the damaged or destroyed structures and other improvements in accordance with the plan pursuant to which the property was constructed. Until the time that the Leased Premises and Common Area are repaired, rebuilt and put in good and tenantable order, the rent or a fair and just proportionate share thereof, according to the nature and extent of the damage sustained shall abate, and if Tenant shall have paid rent in advance, Landlord shall immediately repay to Tenant an amount equal to the portion of the rent so paid. If the Landlord for any reason whatever, fails to commence the restoration work within 120 day ~~sixty (60)~~ days from the date when the damage or destruction occurred, or thereafter fails to proceed diligently to complete the repair work or rebuilding, Tenant, in addition to the other rights and remedies as may be accorded Tenant by law, has the right to terminate the term of this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the completion of the repairs and rebuilding so long as the Landlord is not then actively undertaking such restoration work. Upon the giving of such notice, the term of this Lease shall automatically end.

~~If the Leased Premises are damaged or destroyed by fire or other cause to such an extent that the cost of restoration would exceed fifty percent (50%) of the amount it would cost to replace the Leased Premises in their entirety at the time the damage occurred, and at the time of the damage or destruction, the term of the Lease is scheduled to expire within a period of two (2) years, either Landlord or Tenant shall have the right to terminate the term of the Lease by giving the other party notice of such election within thirty (30) days after the damage or destruction shall have occurred. In such event, Tenant shall be paid by Landlord an amount equal to the unamortized portion of the cost of Tenant's nonremovable leasehold improvements amortized over the balance of the original term of the Lease on a straight line basis. If the notice is given the term of this Lease shall terminate as of the date Tenant vacates the Leased Premises which shall be no later than thirty (30) days after the giving of notice. However, Tenant shall have the right to nullify such notice of termination given by Landlord, if at the time the notice is given an option granted by this Lease remains unexercised and Tenant shall exercise the option within thirty (30) days of the receipt of the notice from Landlord. In that event, Landlord's notice of termination shall be of no force and Landlord will perform restoration and other work required of Landlord under the first part of this paragraph.~~

23. EMINENT DOMAIN

If the operation of a convenience food market on the Leased Premises, at any time hereafter, is prohibited or restricted by reason of any action of any governmental authority or, if, as a result of eminent domain proceedings there should be a taking of such portion of the property shown on Exhibit "A" or the right of access to the entire premises, so that the Leased Premises cannot thereafter be reasonably used for the operation of a convenience food market with access and parking facilities in the same manner as Tenant's other comparable convenience stores, this Lease shall, at the option of Tenant, thereupon terminate and any rent paid in advance will be returned to Tenant. If the condemnation is not such a taking as would entitle Tenant to terminate this Lease, Landlord agrees to restore as far as is practicable the structural portions of the Leased Premises, and Tenant agrees to restore as far as is practicable the work installed by it in the Leased Premises ~~possible the premises~~ to their condition immediately prior to the eminent domain proceedings, and there shall be an equitable adjustment of rent. Landlord will advise Tenant immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the entire premises. Landlord is to receive the full amount of such award, the Tenant expressly waiving any rights or claim to any part thereof. In the event of the termination of this Lease, pursuant to this paragraph, Landlord shall pay to Tenant an amount equal to the unamortized portion of the cost of Tenant's nonremoveable leasehold improvements amortized over the balance of the original term of the Lease on a straight line basis.

If the parties cannot agree upon the amount of the reduction in rent or to whether the condemnation is such as to permit termination of the Lease, the matter shall be referred to arbitration in accordance with the existing rules of the American Arbitration Association and the findings of such arbitration proceeding shall be binding and conclusive upon Landlord and Tenant.

24. TENANT'S DAMAGES

So long as Landlord's award is not reduced thereby, Tenant shall have the right to claim and recover from any condemning authority such compensation as may be separately awardable or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the acquisition or condemnation and for or on account of any cost,

losses or expenses to which Tenant may have been put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

25. DEFAULT OF THE TENANT

If Tenant fails to pay any rent due hereunder within ten (10) days after the same shall be due, or if Tenant shall fail to perform any other of the terms, conditions, or covenants of this Lease to be performed by Tenant for a period of thirty (30) days after written notice of such default shall have been given to Tenant, or if the default is of such character as to require more than thirty (30) days to cure, and Tenant shall fail to use reasonable diligence in curing such default after service of such notice, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions or enters into an arrangement, or suffers this Lease to be taken under any writ of execution, then Landlord, in addition to other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

26. RIGHT TO RELET

Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may terminate this Lease and make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting the rent derived therefrom shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting including brokerage fees and costs of alterations and repairs; third, to the payment of rent due and unpaid hereunder. The foregoing shall not be Landlord's exclusive remedy and Landlord may recover from Tenant all damages it may incur by reason of such default, including the cost of recovering the Leased Premises, reasonable attorney's fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the original term over the then reasonable value of the Leased Premises for the remainder of the term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, only the fixed minimum rent provided herein shall be considered.

27. DEFAULT OF LANDLORD

If Landlord fails to pay any installment of taxes or assessments, or any principal, interest or other charges under any mortgage or other encumbrance affecting the entire premises or the Leased Premises and to which this Lease may be subordinate when any of such charges become due, or if Landlord fails to make any repairs or in any respect fails to perform any of the terms, provisions, covenants or conditions to be performed or complied with by Landlord under this Lease, and the failure shall remain uncured for a period of ten (10) days after Tenant shall have sent written notice to Landlord of the failure, then Tenant may make any such payment as Landlord's agent or perform any such term, provision, covenant or condition, and the full amount of the cost and expense entailed in the curing of Landlord's default (together with reasonable counsel fees, costs and charges in connection with any legal action which may have been brought) shall immediately be paid by Landlord to Tenant. Tenant shall have the right to deduct the amount thereof, without liability for forfeiture, from rent then due and thereafter coming due. The option in this section is for the protection of Tenant and its existance does not release Landlord from the obligation to perform its obligations under this Lease, nor will it deprive Tenant of any other legal rights it may have by reason of any default of Landlord. Nothing contained in this paragraph precludes Tenant from proceeding to collect the amounts paid by it without waiting for rental offsets to accrue.

28. TITLE

Landlord ~~warrants~~ represents that it has full right and legal authority to enter into and perform its obligations under this Lease for the full tenancy created hereby, and that it ~~has~~ will have good and marketable title to the Leased Premises in fee simple, free and clear of all contracts, leases, tenancies, agreements, restrictions, violations, mortgages and any other liens, encumbrances or defects in title of any nature whatsoever affecting the Leased Premises or the rights granted to Tenant in this Lease except for the matters specifically set forth in Exhibit "B" to this Lease. Landlord represents that this Lease is not and will not be subject or subordinate to any mortgage on the Leased Premises or any part thereof, except for a subordination as may be accomplished in accordance with the provisions of the "Subordination" paragraph and that a memorandum of this Lease shall be recorded at the Tenant's request ahead of any such mortgage.

Landlord will, simultaneously with delivery to Tenant of an executed copy of this Lease, furnish to Tenant without cost to Tenant, proof satisfactory to Tenant that its title is in accordance with the covenants contained above. A recently dated title report by a reputable title company, with Landlord's representation of no change to the date of delivery shall constitute satisfactory proof. Tenant shall not be obligated under this Lease until such proof is furnished.

29. OPTION TO PURCHASE

~~If Landlord receives an acceptable bona fide offer to purchase the Leased Premises, or the~~ entire premises of which the Leased Premises is a part, Landlord ~~shall submit a~~ written copy of such offer to Tenant, giving Tenant thirty (30) ~~days within~~ which to elect to purchase the property on the same terms. ~~If Tenant so~~ elects, it shall give Landlord written notice thereof and a new ~~contract embodying~~ the terms of the offer will be executed by Landlord and Tenant. ~~Landlord shall convey title subject to and in accordance with the terms of said offer.~~

30. TENANT'S USE OF THE LEASED PREMISES

~~Landlord warrants that Tenant's use of the Leased Premises for a retail food market will not violate any applicable deed restrictions, ordinances, statutes, codes and regulations of duly constituted authorities.~~

31. QUIET ENJOYMENT

Landlord covenants that upon payment by the Tenant of the rents herein provided, and upon performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the tenancy created hereby without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.

32. RESTRICTIVE COVENANT

(a.) During the entire term of this Lease, including any additional terms or extensions, Landlord will not use, let or sublet or permit the use, the letting or subletting of any other store in the entire premises for the sale of spiritous beverages for consumption on the premises where sold or for the sale or storage of food or for parking of motor vehicles in connection with such uses, whether the sale of food or beverages is taking place on the entire premises or on any other property. This restriction will not apply to the use of premises for the principal purpose of the sale or the offering for sale of food, in connection with the operation of a luncheon counter, soda fountain, restaurant or any other eating place where the food is consumed on the premises of such business.

(b.) During the entire term of this Lease, including any additions or extensions, Landlord covenants that it will not permit any property or any part which it may now own or hereafter acquire within 880 yards of the exterior of the Leased Premises to be occupied or used for a retail food market. The definition of a retail food market shall include, but not be limited to, a supermarket, a convenience store, a delicatessen store, a meat market, an ice cream shop, a bakery and a dairy store.

The restrictions in subparagraphs (a) and (b) above shall run with the land and be binding upon Landlord's heirs, personal representatives, grantees, successors and assigns and shall be incorporated in any deed covering the sale or other disposition of the restricted premises by Landlord.

The restrictions contained in subparagraphs (a) and (b) above shall bind any land within the restricted areas owned or hereafter acquired by Landlord, any parent corporation, subsidiary corporation or affiliated corporation, any individual or individuals directly or indirectly in contol of Landlord, individual members of any partnership which may be the Landlord, and any corporation or partnership directly or indirectly controlled by such individual, partnership, or member thereof and a spouse, parents and children of the foregoing who may be individuals.

33. SUBLETTING AND ASSIGNING

SEE RIDER Part II-H

Except as hereafter provided, the Tenant will not assign, mortgage, pledge or encumber the Lease without first obtaining the written consent of the Landlord. The Landlord will not assign, mortgage, pledge or encumber this Lease or any of the rents becoming due hereunder without first obtaining the written consent of the Tenant, provided however, that such consent shall not be required for transfer of this Lease to a purchaser in connection with a bona fide sale of the Leased Premises or the premises of which the Leased Premises are a part.

Tenant may assign this Lease to any corporation which may take over the business of Tenant in the state in which the Leased Premises are located, or to any corporation which may, as a result of a reorganization, merger, consolidation, or sale of assets succeed to the business now being carried on by Tenant in the state in which the Leased Premises are located or to any subsidiary corporation of Tenant so long as such corporation remains a subsidiary of Tenant.

Tenant shall have the right to assign this Lease, provided the Tenant shall first give Landlord written notice of Tenant's intention so to do. Tenant shall make no assignment hereof for a period of ninety (90) days from the date said notice is delivered. During said ninety (90) day period, Landlord shall have the right to obtain a new Tenant or enter into a new Lease with Tenant's proposed assignee in which event this Lease shall terminate as of the end of the ninety (90) day period and there will be no further liability hereunder between the parties. If the Landlord shall not have obtained a new Tenant during the ninety (90) day period, this Lease shall remain in full force and effect, but Tenant shall have the right to assign to the party named in the notice.

Tenant shall have the right to sublet the Leased Premises without Landlord's consent, however, if Tenant sublets all or part of the Lease Premises, Tenant shall remain liable under the terms and conditions of this Lease until the end of the then current term.

Notwithstanding Tenant's right to assign or sublet the Leased Premises, the Tenant will not assign or sublet the premises, without the prior written consent of Landlord, to an individual or business organization whose business, in any material way, is the same as a business then being conducted by any tenant of Landlord within the entire premises. Wherever "consent" is required under the terms of this paragraph it shall not be unreasonably withheld and it shall be "unreasonable" to charge any additional money as a condition or as a function of the granting of such consent.

4. PAINTING AND DECORATING

~~During the first five year term of the term of this Lease, and during each successive full~~ equivalent period thereafter, at such time in each period as may be designated by the Tenant, all originally painted, varnished or otherwise decorated parts of the exterior of the Leased Premises shall be painted, varnished or otherwise redecorated by and at the expense of Landlord.

35. FUTURE EXPANSION

Tenant shall have the right and option at any time during the term of this Lease, at Tenant's expense, to expand the Leased Premises by erecting an addition to the Leased Premises of not more than 1,000 square feet, and to make such other changes, alterations, improvements and repairs in and to the original structure as Tenant may require for the conduct of its business in the addition. If the Tenant elects to exercise this option it shall do so by giving Landlord written notice of the election. Tenant may then perform such work provided Tenant shall have procured all building and other permits required for the work. The addition, when completed, will comply with all laws, ordinances, rules, regulations and orders of any duly con-

~~stitutional authority. Work will be performed in accordance with final working plans and specifications prepared by the Tenant.~~ The Tenant will pay the cost of the work in accordance with the contract or contracts covering the same and will pay the fees of architects and engineers in planning and supervising the work. All contracts for the work will be made by and in the name of the Tenant. The addition, and all other changes, alterations and improvements and repairs provided for shall thereafter be held and enjoyed by the Tenant subject to all the terms and conditions of this Lease. Subject to delays arising by reason of costs beyond its control, Tenant will open the addition, for business with the public as soon as reasonably possible following the completion of the expansion work. Tenant shall have no obligation to remove any addition upon termination of the Lease. After the commencement of construction of the addition, and subject to the rights of a first institutional mortgagee, if this Lease is terminated because the premises are not fully restored by Landlord after condemnation, the proceeds of condemnation shall be first paid to Tenant to the extent of an amortized value of the addition constructed by Tenant at the date of the damage or termination. Upon completion of the construction, the floor area included within the addition shall be included with Tenant's floor area for purposes of determining the proportionate share of Tenant referred to in other parts of ~~this Lease.~~

36. PARTIES

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of said parties.

37. ENTIRE AGREEMENT

This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either written or oral, between them other than are herein set forth. No subsequent alteration, amendment, change or addition of this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by them.

38. FORCE MAJEURE

In the event that any act or obligation required hereunder after the commencement of the term of this Lease of either party is delayed, withheld, or not performed, by reason of a strike, lock out, racial trouble, inability to procure materials, failure of utilities, restrictive governmental laws or regulations, riots, insurrections, war or other reasons of a like nature not the fault of the party required to perform such act or obligation by the terms of this Lease, the performance of such act shall be excused for a period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

39. NOTICES

All notices, demands, requests, consents, certificates and waivers from either party to the other shall be in writing and sent by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Landlord or Tenant at the address first above given, or to such other address as the party shall designate by written notice to the other. All notices, demands, requests, consents, certificates and waivers shall be deemed to have been given ~~when~~ deposited in the United States mail, or on actual receipt, whichever is earlier.

40. CAPTIONS AND PARAGRAPH NUMBERS

The captions and paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Lease.

41. BROKER'S COMMISSION

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below and each of the parties agrees to indemnify the other against and hold it harmless from all liabilities arising from such claim.

42. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to whom it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

43. RECORDING

This Lease shall not be recorded, but upon the request of either party hereto, the other party shall join him in the execution of a memorandum or short form of this Lease for the purpose of recording. The memorandum or short form of this Lease shall comply with the laws of the state where the Leased Premises are located and shall describe the parties, the Leased Premises and the term of this Lease and shall incorporate this Lease by reference.

44. NO AGENCY

Nothing contained herein shall be deemed by the parties or by any third party as creating a relationship of principal and agent, or of partnership, or of joint venture between the parties. Neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall begin to create any relationship between the parties except the relationship of Landlord and Tenant.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

WAWA, INC. (Tenant)

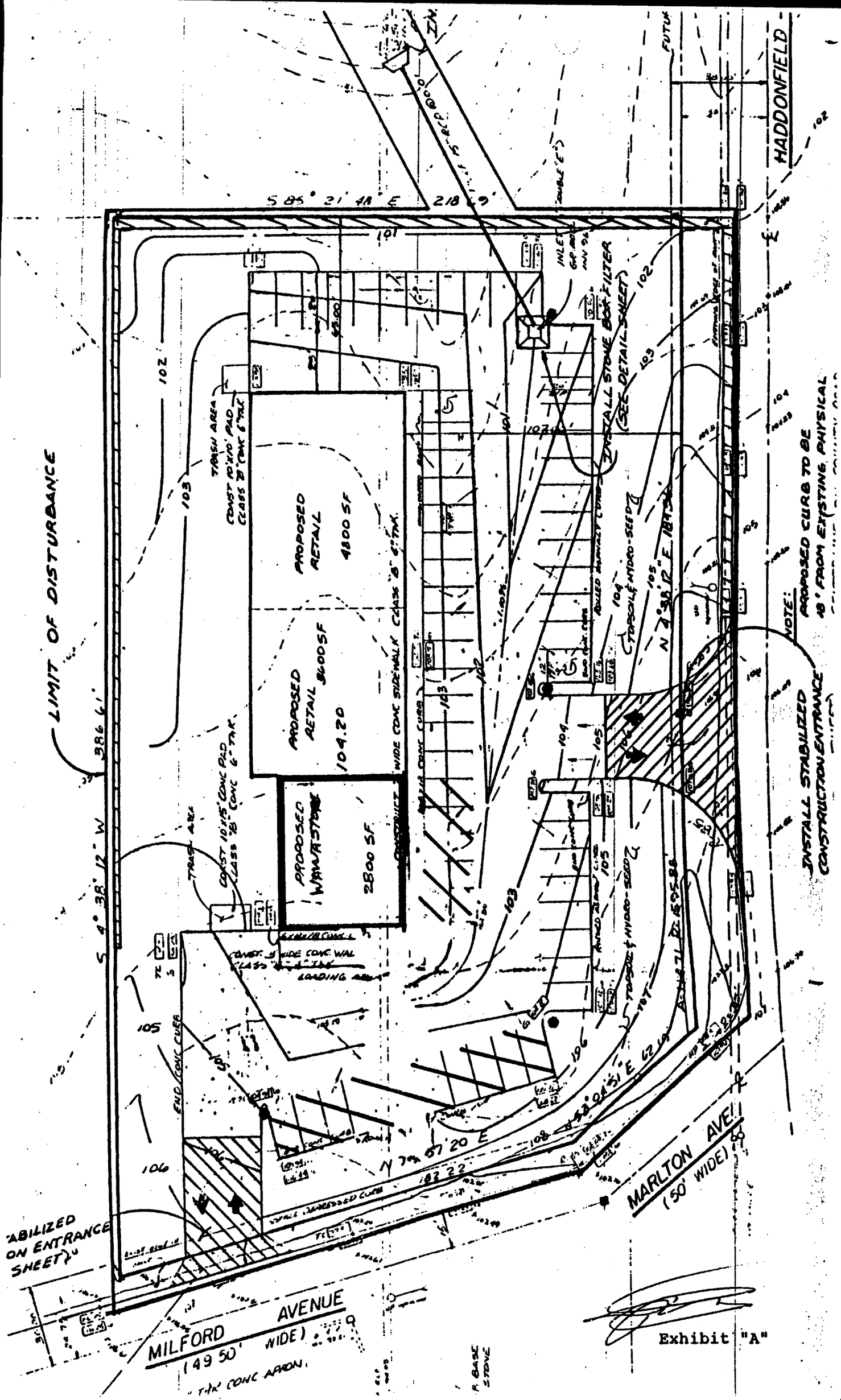
Attest: Vincent P. Anderson
Secretary

By: W Barry Wright
Vice President

(Landlord)

Paul M. Bennett

ten (10) business days after it has been


LIMIT OF DISTURBANCE
HADDONFIELD
S 85° 21' 48" E 218.69'
PROPOSED RETAIL 4800 SF
PROPOSED RETAIL 3600 SF
104.20
PROPOSED WAWA STORE 2800 SF
TRASH AREA
CONST 10'x10' PAD CLASS "B" CONC 6" THK
CONST 10'x15' CONC PAD CLASS "B" CONC 6" THK
CONST. 3' WIDE CONC WAL CLASS "B" 4" THK
LOADING AREA
INSTALL STONE BOX FILTER (SEE DETAIL SHEET)
TOPSOIL & HYDRO-SEED
ROLLED ASPHALT CURB
END CONC CURB
N 4° 38' 12" E 184.36'
S 4° 38' 12" W 386.61'
N 79° 57' 20" E
MARLTON AVE (50' WIDE)
MILFORD AVENUE (49.50' WIDE)
NOTE: PROPOSED CURB TO BE 18" FROM EXISTING PHYSICAL
INSTALL STABILIZED CONSTRUCTION ENTRANCE
ABILIZED ON ENTRANCE SHEET
Exhibit "A"

RIDER TO LEASE

Between PAUL M BENNETT, or his assignee or nominee, Landlord

and WAWA, INC., a New Jersey corporation, Tenant.
Premises: Lot 1 Block 14A, 15 [illegible], Route 561 and Milford Avenue, Gibbsboro, Camden County, New Jersey

COMMON AREA MAINTENANCE CHARGES

Beginning with the date on which Tenant opens for business to the public, the Tenant will pay Landlord for each calendar year during the term of the Lease, Tenant's proportionate share of the Common Area maintenance cost (as hereinafter defined). Tenant's proportionate share of the Common Area maintenance cost for each lease year shall be determined by multiplying the cost and expenses by a fraction having a numerator of the number of square feet of floor area within the Leased Premises and a denominator of the number of square feet of floor area of all buildings in the entire premises during the calendar year. The term "Common Area maintenance cost" shall mean the actual cost and expenses incurred by the Landlord during each year in performing the following services for the common area.

(a) Maintaining and repairing the sidewalks, roadways, and parking areas.
(b) Removing snow, ice and surface water and debris.
(c) Maintaining directional signs, pavement signs and parking lot striping.
(d) Repairing and replacing parking area lighting.
(e) Caring for all landscaped areas. * SEE BELOW (f)

For any period of less than a full calendar year during the term, the amount due from Tenant for the fractional year shall be determined by mutiplying Tenant's proportionate share of the costs by a fraction the numerator of which shall be the number of days in the period and the denominator of which is 365.

Such costs shall be determined in accordance with generally accepted accounting methods on the accrual method of accounting consistently applied. There shall not be included any cost relating to interior Common Area, any construction costs, the cost of heating, ventilating, air conditioning, equipment depreciation, interest on Landlord's investment, compensation of executive supervisors, overhead, XXXXXXXXXXX personal property taxes, insurance, rent or any item which, under generally accepted accounting principles, is properly classified as a capital expense.

Within thirty (30) days of the performance of the work, the Landlord will forward to the district office of Tenant a detailed statement itemizing the Common Area maintenance cost incurred together with receipted invoices or other proof of payment and showing the calculation of Tenant's proportionate share. Failure of Landlord to bill within the thirty (30) day period shall constitute a waiver of the amount that was or could have been charged to Tenant. The statement submitted by Landlord shall be binding on the Tenant unless the Tenant, within thirty (30) days after its delivery, contends that it is erroneous and questions its accuracy. Tenant shall have the right to inspect and audit Landlord's books and records for the purpose of verifying the costs and expenses or its proportionate share after Tenant shall have notified the Landlord of its objections. Landlord will either keep at the entire premises or at its general offices, a full and accurate set of books of account and records from which the statement was derived. If an inspection or audit by Tenant shows that an amount paid by Tenant was either an overpayment or underpayment, a prompt adjustment will be made by the Landlord refunding to Tenant the amount of an overpayment or Tenant by paying to Landlord the amount of an underpayment.

(f) Common area lighting.
(g) Septic system maintainence and repairs.

RIDER TO LEASE

Between PAUL M. BENNETT or his assignee or nominee (the "Landlord") and WAWA, INC., a New Jersey corporation (the "Tenant").

The provisions of this Rider are intended to supplement and modify the main body of the Lease Agreement; if and to the extent there is any inconsistency between the provisions of this Rider and the provisions of the main body of the Lease Agreement, the provisions of this Rider shall control.

References in this Rider to "the Lease Agreement" shall mean the Lease Agreement to which this Rider is attached; references in this Rider to "this Lease" shall mean the Lease Agreement and this Rider as an intergrated whole. References in the Lease Agreement to "this Lease" shall mean the Lease Agreement and this Rider as an integrated whole.

PART I - Additions to Lease Agreement

A. As to Paragraph 1 (Premises). For purposes of this Lease, "structural" is limited to the outside walls, bearing walls and bearing columns, floor (but not floor covereings) and the ceiling above Tenant's drop ceiling, in the Leased Premises. All other portions of the Leased Premises, including without limitation partitions within the Leased Premises, are for purposes of this Lease deemed "non-structural".

Tenant shall have the right to have erected on the Leased Premises, the signs depicted on the plans delivered to Landlord that are to be placed on the outside facade of the Leased Premises.

B. As to Paragraph 2 (Commencement and Ending Date). The term of this Lease and Tenant's obligation to pay rent shall commence either upon the opening of Tenant's business or no later than thirty (30) days following the delivery to Tenant of a Certificate of Occupancy by Landlord.

C. As to Paragraph 3 (Options to Extend the Term. Anything to the contrary notwithstanding, Tenant's right to renew or extend the term of this Lease or any subsequent option term shall cease and terminate in the event Tenant is in default under this Lease. Tenant shall not be deemed to be in default unless notices shall have been given and the time period shall have passed within which Tenant shall have had the opportunity to cure.

D. As to Paragraph 4. (Exercise of Options). Anything to the contrary notwithstanding, no exercise of option which meets the requirements of Paragraph 4 of the Lease Agreement shall be effective if, either at the time of such exercise or at the commencement of the option term provided for in such exercise, Tenant is in default under this Lease. Tenant shall not be deemed to be in default unless notices shall have been given and the time period shall have passed within which Tenant shall have had the opportunity to cure.

PART II- Additional Provisions

A. Landlord's Work. Landlord agrees to perform work to prepare the Leased Premises for delivery to Tenant in accordance with the schedule shown as Exhibit "B" attached hereto.

B. Tenant's Work . Tenant agrees to ready the Leased Premises for opening for business with the public, by performing all work required tq cause the Leased Premises to constitute a Wawa Convenience Food Market substantially similar to Tenant's other stores, all at Tenant's sole cost and expense. Such work shall be contracted for directly by Tenant, and shall be completed in accordance with the same standards respecting alterationsas setforth in Paragraph 10 of the Lease Agreement, and in compliance with all applicable building codes and other governmental requirements so as to qualify for a certificate of occupancy.

C. Acceptance of Leased Premises. Upon completion of Landlord's work as described in Paragraph A of Part II of this Rider, Landlord shall deliver the Leased Premises to Tenant for the commencement of Tenant's work as described in Paragraph B opf Part II of this Rider. Acceptance by Tenant of the Leased Premises shall constitute an acceptance of the Leased Premises as a "as Is" conditon (excluding however any and all items which may be included in a mutually agreeable "punch list" of Landlord's work remaining to be finished, if any).

D. Trash Removal. It is agreed by and between Landlord and Tenant that Landlord shall provide Tenant with its own trash area as shown on Exhibit A, and it shall be Tenant's sole responsibility to provide its own dumpster and to remove its own trash by private contractor as frequently as necessary.

E. Utilites. Tenant shall procure its own water, electric and gas meters, and be responsible for its own utility billings.

H. Refers to Concessions and Licensee - Paragraph 13 and Subletting and Assigning - Paragraph 33. of Lease Agreement.

Notwithstanding any provisions of Paragraphs 13 and 33 of the within Lease Tenant shall not sub-lease for any business purpose that which would compete with any of Landlord's existing Tenants at that time.

CONSTRUCTION SCHEDULE

EXHIBIT "B" attached to an made part of Indenture of Lease between WAWA, INC., Tenant and PAUL M. BENNETT , Landlord.

Premises: Lot 1 Block 14A, 15 and 18, Route 561 and Milford Avenue, Gibbsboro, Camden County, New Jersey

I. BASIC BUILDING DETAILS

The building in which the demised premises are situate shall be constructed by Landlord in accordance with the following criteria, except as herein set forth to the contrary.

A. Structural - block limestone, or expanded slag or cement known as concrete block, bearing walls 12", non-bearing walls 8", clear span (no beams or columns).

B. Floor Slab - reinforced concrete, 6 x 6, 10 lb. reinforcing mesh, cast in place, 4000 P.S.I. 4 ins., with vapor barrier. Special pour under refrigerator at locations specified by Tenant. Depressed slab 1/2" to receive terrazzo.

C. Walls - below grade styrofoam on exterior wall, install durowall reinforcing in every other course throughout walls.

D. Roof - will be an insulated A frame roof and will be equipped with roof drains and downspouts. Truss rafter 24 inch, on center; 5/8" exterior grade plywood; 240 lb. square self-sealing asphalt over 15 lb. asphalt felt, equipped with roof drains and downspouts.

E. Egress Doors and Vestibules - will be provided by Landlord in number and size required by Tenant.

F. Clear Ceiling Height - between floor slab and finished ceilings will be a maximum of 10 feet 0 inches.

G. Drains and Conduits - Tenant shall notify Landlord of location and dimensions who shall install within the floor slab.

II. UTILITY SERVICES

A. Electric service will be available at a panel box at location designated by Tenant and will be 600 AMP service consisting of 200 AMP 3 phase and 400 AMP single phase alternating current, suitable for lighting and Tenant's heating and air-conditioning system and adequate. Electrical requirements for equipment having unusual characteristics must be provided at Tenant's expense. Power loads exceeding 8-1/2 watts per square foot of leased space must be approved by Landlord.

B. Water Service - Landlord will provide a branch water main to the demised premises from the water main bringing cold water service to the building in which the demised premises are situate at a point designated by Tenant. Landlord to provide separate meter for Leased Premises.

C. Gas Service will be available at meter location designated by Tenant. Gas lines from meter to service Tenant's premises will be installed at Tenant's expense.

D. Sanitary Sewer - Landlord will provide beneath the floor of the demised premises, at a location selected by the Tenant, a 4 inch sanitary outlet to a public waste disposal system. If not public, install and maintain a septic system meeting all codes and adequates to handle Tenant waste and all others in the larger premises of which the Leased Premises are a part.

E. Sprinkler System - Landlord will provide and install a sprinkler system in the demised premises, consistent and coordinated with Tenant's lighting ceiling plan if required by local code.

2. Special code requirements, such as (but not limited to) hair traps, grease traps, etc., shall be provided and installed by Landlord.

3. Hot water shall be provided by Tenant.

C. Electrical

1. Entire installation shall be in accord with the applicable building codes and underwriters' requirements.

2. Landlord will provide and install an empty electrical service conduit from Landlord's central switching and meter location to designated location in Tenant's premises.

3. Landlord will provide and install service wiring, fused service disconnect switch, current limiting fuses and branch circuit panelboard sized for Tenant's services.

4. Landlord will provide and install circuiting, convenience and special purpose outlets, toggle switching, sign outlet, time clock, junction boxes above ceiling for store lighting and emergency lighting outlets, in accordance with Tenant's specifications.

5. Landlord will provide and install all lighting fixtures and lamps, in accordance with Tenant's specifications.

VI. MISCELLANEOUS WORK

A. Tenant's work shall be limited to that designated as Tenant's work in this Exhibit "B".

B. In addition to the items designated as Tenant's work in this Exhibit "B", Tenant shall be solely responsible for furnishing and maintaining the following items, inter alia:

1. All furnishings, trade fixtures and signs.

2. All mechanical equipment, conveyors, etc., in the demised premises not set forth as Landlord's work in this Exhibit "B".

3. All approved fire extinguishers in the demised premises in the size, type and quantity required by governmental authorities and as specified by applicable underwriters' requirements.

C. Landlord shall furnish and maintain all emergency lighting units in the demised premises in the number and type required by all governmental authorites.

VII. PREPARATION OF PLANS AND SPECIFICATIONS

A. Upon the execution of this Lease, Tenant will prepare and forward to Landlord a preliminary plan of the demised premises.

B. Tenant shall, after the receipt by Landlord of the aforesaid preliminary plan, submit to Landlord for approval complete architectural and engineering plans and specifications of the demised premises, prepared by licensed architects and/or engineers describing all the work which under this Lease is to be performed by the Landlord and showing in sufficient detail the location of all utilities, partitions, store fronts and any other matters which may affect the construction work to be performed by Landlord in the demised premises.

C. The plans and specifications submitted by Tenant shall:

1. Include detailed drawings and specifications of all mechanical, plumbing, fire protection and electrical installations which shall be connected by Landlord to utilities systems installed by Landlord.

2. Show in detail all parts which will affect the appearance of the building and its architectural, structural, mechanical and electrical components.

3. Include suitable instructions and provisions so as to permit Landlord to comply with all of the requirements of this Exhibit "B".

D. Upon completion of final plans and specifications, Landlord shall employ a contractor and sub-contractors, approved in writing by Tenant to complete the demised premises in accordance with the said approved plans and specifications, and such contractor and sub-contractors shall commence work as hereinafter provided.

VIII. PERFORMANCE OF WORK

All work by Landlord/Tenant shall be subject to and governed in all respects by the following:

A. Construction Procedure

1. Landlord's work shall be performed in a thoroughly first-class and workmanlike manner, shall incorporate only new materials, and shall be in good and usable condition at the date of completion thereof. Any approval or consent by Tenant shall in no way obligate Tenant in any manner whatsoever in respect to the finished work designed and/or constructed by Landlord. Any deficiency in design or in construction which is Landlord's responsibility hereunder, although same had the prior approval of Tenant, shall be solely the responsibility of Landlord.

2. Tenant's contractor shall obtain and pay for all necessary permits or fees required by public authorities or utility companies with respect to Tenant's work, except that Landlord may elect to obtain the building permit for Tenant's work, in which event Tenant shall pay the cost thereof.

3. Each contractor and sub-contractor participating in Tenant's work shall obtain approval from Landlord for any space within the project which such contractor or sub-contractor desires to use for storage, handling and moving of his materials and equipment, as well as for the location of any field office or facilities for his personnel.

4. Each contractor participating in Tenant's work shall make appropriate arrangements with Landlord for temporary utility connections as available within the project and shall pay the cost of said connections and of proper maintenance and removal of same, and shall pay all utility charges incurred by such contractor or sub-contractors.

5. Each contractor and sub-contractor participating in Landlord's work shall, prior to the commencement of the portion thereof for which he is responsible, guarantee that such portion will be free from any and all defects in workmanship and materials for the period of time which customarily applies in good contracting practice but in no event for less than one (1) year after the opening for business of the premises. The aforesaid guarantees of each such sub-contractor and contractor shall include the obligation to repair or replace in a thoroughly first-class and workmanlike manner, and without any additional charge, any and all of Landlord's work done or furnished thereby or by any of his sub-contractors, employees or agents, which shall be or become defective within one (1) year, or such longer period as customarily applies in good contracting practice after the opening for business of Tenant's demised premises, including without additional charge therefor all expenses and damages in connection with the removal, replacement or repair in a thoroughly first-class and workmanlike manner of any other part of Landlord's work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Landlord's work shall be contained in the contracts and sub-contracts for performance of Landlord's work and shall be written so that they shall inure to the benefit of Tenant and Landlord as their respective interests may appear. Such warranties and guarantees shall be written so that they may be directly enforced by either, and Landlord shall give to Tenant any assignments or other assurances necessary to effectuate the same.

IX. SITE WORK

Landlord shall provide:

A. Subsurface Exploration: Landlord will provide certification from a registered engineer or local authorized building inspector that the soils in all footing excavations have a minimum bearing capacity of 2000 lbs/SF, the soil design capacity for this structure.

B. Landlord shall verify existing utility locations at the site. Existing utilities, structures, contours, trees and plantings not marked for removal shall be protected from damage during construction. If existing structures are to be altered, care must be taken to retain their structural integrity. Conditions not foreseen by the drawings shall be reported to the Tenant before affected work proceeds.

C. Excavate all footings to non-organic virgin soil below the frost line (verify: 3'-0" in Middle Atlantic Region). Clean footing trench bottoms of all loose or foreign material before placing concrete. If fill under slabs is required, provide granular inorganic fill mechanically compacted to 90% max. density and opt. m.c. in 8" layers. Thicken slabs under partitions to 10".

D. Utility trenches shall be 3'-0", minimum, deep and in accordance with utility company specifications.

E. Slope finish grade and subgrade under paving away from buildings at a minimum 1/4" per foot. Slope all paved areas 1/8" per foot, minimum, unless otherwise indicated.

F. Water runoff systems shall be in accordance with local codes.

G. Termite protection and an appropriate Termite Bond by Terminix, Orkin, or other approved equal, shall be provided by means of treatment of the site during construction.

H. Paving for all access ways and parking areas within the entire premises shall have a Base of 6" 3A modified and a binder of 1-1/2" I.D. and a topping of 1" I.D.

FEINBERG AND McBURNEY

COMMERCIAL & INDUSTRIAL REALTORS

February 22nd, 1989

Mr. Joseph T. Parisi
13 Frost Avenue West
North Edison, New Jersey 08820

Re: Route 561 Shopping Center
Gibbsboro, New Jersey

Dear Joe:

Enclosed please find a copy of a letter dated February 17th, 1989.

The tenant brought in an additional $2,000 security deposit which I required because he wanted to install a boiler for his dry cleaner operation in the existing heater room.

He now has the responsibility to store the heater he is taking out of the room in a safe place within his store and reinstall it at such time as he vacates and have it in good working order.

I trust the you will find this in order.

Kindest personal regards.

Sincerely,

FEINBERG & MC BURNEY, REALTORS

Henry A. Feinberg

Enclosure (As indicated)

A DIVISION OF STROUSE, GREENBERG & CO., INC.
Suite 126 • 409 Rt. 70 East • Cherry Hill, NJ 08034 • (609) 428-8700

FEINBERG AND McBURNEY
COMMERCIAL & INDUSTRIAL REALTORS

February 17th, 1989

Dewey's Dry Cleaners
Route 561 & Kresson Road
Gibbsboro, New Jersey

Attention: Richard

Re: Dewey's Dry Cleaners
561 Shopping Center

Dear Richard:

This will confirm the fact that you have placed with Feinberg & McBurney, Realtors, Agents for the Landlord of the captioned store, an additional security depost in the amount of Two Thousand ($2,000) Dollars to be held under the terms of your lease at the captioned location.

This additional security deposit is being made to cover any damages including any replacement or repairs to mechanical equipment but the use of the funds shall not be limited thereto.

Therefore, you are permitted to put a boiler in the existing heating room but you are responsible to preserve the existing heating equipment.

Sincerely,

FEINBERG & MC BURNEY, REALTORS

Henry A. Feinberg

A DIVISION OF STROUSE, GREENBERG & CO., INC.
Suite 126 • 409 Rt. 70 East • Cherry Hill, NJ 08034 • (609) 428-8700

ASSIGNMENT OF LEASE
AND
LANDLORD CONSENT TO ASSIGNMENT

==========

PREMISES referred to in the following Agreement is the 561 Shopping Center owned by Morris Novack and sold to Joseph Parisi et als on January 12th 1988. Shopping center name was subsequently changed to Continental Plaza (hereinafter referred to as "Shopping Center")

THIS AGREEMENT made this 1st day of May 1991 between **JOSEPH PARISI ET ALS**, Landlord, maintaining offices c/o Feinberg & McBurney Realtors, P.O. Box 3210, Cherry Hill, New Jersey 08034 (hereinafter "Parisi") and **BENJAMIN LEE and ANN LEE**, residing at ~~28 Chippenham Drive, West Berlin, New Jersey 08091~~ 213 Alexander Dr Lindwood NJ 08221 (hereinafter B. Lee and A. Lee) and **RICHARD J. LEE and KYUNG A. LEE**, residing at 2416 Trent Court, Lindenwold, New Jersey 08021 (hereinafter R. Lee and K. Lee).

BACKGROUND: Original lease between Morris Novack and John DiFelice assigned to Ann and Benjamin Lee on February 16th 1987.

Shopping Center sold to Joseph Parisi et als on January 12th 1988 and all leases assigned to Parisi et als.

It is the intention of B. Lee and A. Lee to to assign all rights, responsibilities under the said lease agreement to R. Lee and K. Lee. Pursuant to article 16 of the said lease agreement, the consent of the Landlord is required and is hereby given.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties to this agreement agree as follows:

1. In consideration of the payment of One ($1.00) Dollar by R. Lee and K. Lee to B. Lee and A. Lee, B. Lee and A. Lee hereby assign all of their rights, title and interest in a certain lease dated March 31st 1986 between Morris Novack, Landlord and DiFelice, as tenant and subsequent assignment of said lease to B. Lee and A. Lee, as Tenant.

2. It is mutually understood and agreed that all security deposits paid by B. Lee and A. Lee to Landlord shall be transferred with the assignment of the lease as if paid by R. Lee and K. Lee. Landlord holds security deposits.

3. As inducement for the Landlord to execute this Assignment it is expressly understood and agreed that all rental payments shall be paid on the first of each and every month. A late payment of 5% will be charged after the 5th day of the month.

5. In all other respects and to the extent that it shall not be inconsistent with the agreement among the parties set forth herein, the parties ratify and acknowledge the continued validity and existence of the lease agreement dated March 31st 1986.

The parties hereunto, intending to be legally bound by the provisions set forth herein have set for their respective hands and seals on the date below written.

JOSEPH PARISI ET ALS,
LANDLORD

By: Joseph Parisi

Date: 5/24/91

Benjamin Lee

Ann Lee

Richard J. Lee

Kyung A. Lee

AMENDMENT TO LEASE

TO BE ATTACHED TO and made a part of as certain Agreement of Lease dated March 31st 1986 by and between MORRIS NOVACK (Landlord) and JOHN DiFELICE (Tenant) for 1200 sq. ft. in the shopping center known as 561 Shopping Center.

SAID SHOPPING CENTER subsequently sold in January 1988 to Joseph Parisi et als and the name of the shopping center changed to "Continental Plaza".

SAID LEASE subsequently assigned to Benjamin Lee and Ann Lee on February 16th 1987.

SAID LEASE again assigned from Benjamin Lee and Ann Lee to Richard J. Lee and Kyung A. Lee in April of 1991 and all rights, titles etc., and security deposits assigned as of that date.

NOW THEREFORE be it known that the original lease dated March 1986 is hereby amended as follows:

1. It is mutually understood and agreed that the option rental payments contained in Rider attached to lease shall be changed to read as follows:

   Commencing on July 1st 1991 and ending on June 30th ~~1991~~ 1992 rental shall be at the rate of $16,632.00 per annum payable in equal monthly installments on the 1st day of each month in the amount of $1386.00.

   Commencing on July 1st 1992 and ending on June 30th 1995 rental shall be at the rate of $17,436.00 per annum payable in equal monthly installments on the 1st day of each month in the amount of $1453.00.

   Commencing on July 1st 1995 and ending on June 30th 1996 rental shall be at the rate of $18336.00 per annum payable in equal monthly installments on the 1st day of each month in the amount of $1528.00.

2. It is mutually understood and agreed that there are no further options available under this lease.

3. All other terms and conditions under the lease shall remain the same and in full force and effect.

JOSEPH PARISI ET ALS,
LANDLORD

By: Joseph Parisi

Date: 5/24/91

Richard J. Lee, Tenant

Kyung A. Lee, Tenant

Date:

TENANT

ASSIGNMENT OF LEASE

This agreement is made this ___ day of February, 1987, by and between JOHN DI FELICE t/a DEWEY'S DRY CLEANERS ("Assignor") and BENJAMIN and ANN LEE ("Assignee"), in connection with the sale of DEWEY'S DRY CLEANERS by Assignor to Assignee:

NOW, THEREFORE, the Assignor, for good and valuable consideration paid by the Assignee, does hereby transfer, assign and convey to Assignee a certain lease (herein after "The Lease") of the premises located at 73, Lakeview Drive, Township of Gibbsboro, New Jersey, which Lease is dated JULY 1 1986 attached hereto as Exhibit "A", together with all rights, titles and options conferred thereby and existing thereunder, together with the leasehold estate in the above described property created thereby and existing by reason of the above mentioned Lease.

1. The Assignee does hereby agree to pay the rents and all other payments, taxes, assessments, levies and governmental charges of all and every kind as specifically and generally set out and described in the Lease or any option on renewal period and required to be paid by Assignor in said Lease and does agree to perform all of the obligations required to be performed by Assignor. It is the intent and purpose of this agreement that Assignee shall do and perform all and every one of the conditions, requirements and obligations of the Lease attached hereto.

2. It is expressly understood and agreed that:

(a) If default shall be made by Assignee herein in the payment of any monthly installment of rent when due, as in said lease provided, or in any monthly installment of additional rent as provided herein, or default in any way, under the terms of the Security Agreement, Promissory Note, UCC Financing Statement or Bill of Sale executed simultaneously herewith; or if it shall fail to pay any taxes, assessments or governmental charges, lawfully levied, assessed or charged against the demised premises, or which might become a lien upon said premises, or the improvements thereon, or any part thereof, before any penalty shall accrue on account of default in such payment, or in the payment of any other amount herein stipulated to be paid by Asignee, and such default shall continue for a period of 3 days then, the Assignor shall, at its election, at or after the expiration of said 3 days have the right to declare this transfer and assignment ended; and thereupon may re-enter the demised premises and take full and complete possession thereof and of the improvements upon the demised premises, or any part thereof, either with or without process of law, Assignee hereby waiving any demand for the rent on the premises and any demand for the possession of the demised premises or the improvements situated thereon; and, if thereafter, Assignee, its agent or attorney or tenant shall hold possession of said premises, or any part thereof, one day after the same should have been surrendered according to the terms hereof, it and/or they shall be guilty of forcible detainer of said premises and shall be subject to eviction and removal, forcibly or otherwise, with, or without process of law: or,

(b) If default be made by Assignee herein in the performance of any one or more of the covenants contained in this transfer and assignment other than the covenants to pay rents or other monies, as provided in subparagraph (a) above, and Assignor shall, in writing, notify Assignee at the address of the premises of such defaults or defaults, and if such defaults are not corrected by Assignee, agents or tenants within 3 days from the date of said notice, then Assignor may forthwith declare this transfer and assignment cancelled in the same manner and with results specified in subparagraph (a) above.

3. It is further understood and agreed that in every case wherein the Lease hereby transferred requires any notice to Landlord of the premises and/or any evidence of compliance with any condition thereof whatsoever, that like notice shall be given Assignor and like evidence shall be furnished to Assignor. It is further agreed that in the event of any violation of or non-compliance with the requirements of the Lease and as a result thereof a notice is served under the provisions of said Lease, such notice shall be equivalent to a notice from the Assignor herein and the period of notice provided herein shall begin to run on and from the same day and date that any such notice time begins to run on such notice under the Lease and the Assignor herein shall not be required further to notify Assignee.

4. The nonenforcement by Assignor of the breach of any term, covenant or condition herein stipulated, shall never be construed to be a waiver of any other succeeding breach of any term, covenant or condition herein imposed upon the Assignee, and the acceptance of payments of any amounts due or to become hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of the Assignor or any of the provisions herein imposed upon Assignee.

5. The statutory landlord's lien is hereby reserved by Assignor and in addition thereto Assignee hereby expressly gives and grants to Assignor a special contract lien upon the leasehold herein transferred and upon all and any improvements which may at any time occupy the demised premises or which may be constructed thereupon under the terms hereof, to secure the payment of any and all rentals, taxes, assesments, levies and governmental charges of any kind and character whatsoever, which may hereafter become due upon the demised premises or any part thereof, and as well to secure the reimbursement to Assignor of all amounts which they may at any time pay out for the purpose of discharging any such lawful taxes, levies, or governmental charges, which said lien may be enforced and foreclosed in any Court of competent jurisdiction, and from time to time as the payment by Assignor of any such sums may require; and such lien is hereby declared to be a first and superior lien to any and all other liens which Assignee may, in any manner, create upon said improvements so situated upon the demised premises at any time, or upon the leasehold created by this instrument.

6. All notice and delivery of papers herein mentioned and required to be given shall be given in writing by registered mail properly addressed to the party for whom it is intended, and a registered receipt from the postal authorities of the United States showing the mailing to such party by registered mail at the proper address, together with a copy of the notice sent in the hands of the sending party, shall conclusively establish the giving of such notice.

7. All the provisions, obligations, agreements, stipulations, covenants and conditions herein contained shall inure to the heirs, legal representatives,

sucessors and assigns of the parties hereto, respectively, and be binding in all respects upon them in the same manner and to the same effect as the parties hereto are bound.

8. Assignee agrees to furnish Assignor with a Certificate of Insurance evidencing that the Assignee has obtained liability and hazard insurance on the premises in an amount at least equal to the present coverage of Assignor, and to further name the Assignor as loss payee on such policy as well as the Landlord (if the latter so requires under the Lease).

9. Assignee covenants with the Assignor henceforth during the continuance of the said Lease term or any option or renewal to pay the rents reserved and to perform and observe the covenants, conditions, and stipulations in the said Lease and on the part of the lessee therein to be performed and observed, and to keep indemnified the Assignor against all actions, claims, and demands whatsoever in respect of the said rents, covenants, conditions, and stipulations, or anything relating thereto.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

John Di Felice
JOHN DI FELICE

Benjamin Lee
BENJAMIN LEE

Ann Lee
ANN LEE

SWORN to and subscribed before me this_____ day of_____ 1987.

_____
NOTARY PUBLIC

I hereby consent to the above transfer and assignment of the lease attached hereto as Exhibit "A", and acknowledge receipt of a true copy of this Assignment.

_____
(LANDLORD- Print name and title, if applicable).

c.c. Tom Mullin (Robin) with copy of lease & checks

Graham Miles Esquire with copy of lease/sale agt.

AGREEMENT OF LEASE/AGREEMENT OF SALE
TRANSFER TO PHILADELPHIA OFFICE

Security $3000 - held by Landlord ~~[illegible]~~ 2/89

Date: 12/13/88 Square Footage of Property: 1200 ☐ Unit #2

Propety Address: Rt 561 + Milford Ave, Gibbsboro, NJ
Store #2

~~Buyer~~/Lessee : John F. DiFelice T/A Elite Cleaners
Address :

~~Seller~~/Lessor : 28 Chippenham Drive, W. Berlin NJ 08091
Address :

Type of Transaction : Lease

Price/Rental : 1st yr - 3rd yr - 14,400 4th + 5th ~~2nd yr~~ - $ 15,120
Total Amount : $1200 /mo $ 1260.00 / mo.

Term : Options: 1 @ 5 yrs - See Rider Fixed Rents

Commence Date : 6/1/86 Ending Date: 5/31/91

Commission : 4% for mgmt. Paid by: Landlord

When Payable : monthly Date Paid:

Co-op Broker : 6% - Markeim-Chalmers Inc. ?
Address : 540 Cooper St, Camden NJ 08102

Total Commission : $72.00

Commission Co-Broker : $72.00

Commission Salesperson : $

Commission Feinberg & McBurney : $ ~~[illegible]~~ X 4% for management
Strouse Greenberg : $ X

General Information: Net Net Net lease - Tenant pays pro-rata share of Ins, Taxes CAM etc.
Late Charge:- Due 3rd of mo or 10% per day late charge
PRO-Rata Share .107143 - get ins certificate
Was to on 2/12/88 by John DiFelice that there is an assignment of this lease.

Division in Department:

Approval: SEG: PPL: WJK: GLE: DAF:

Strouse Greenberg & Co. Inc.:

Expenses:

Sign : NOTE - lease assigned to Benjamin and
Brochures : Ann Lee 2/14/87.
Postage :
Advertising : Pd. additional $2000 security see letter
Other : 2/17/89 - Security Now totals $5000-

Transaction # :

Novack

ASSIGNMENT OF LEASE AND LANDLORD CONSENT
TO ASSIGNMENT

THIS AGREEMENT made this 16TH day of FeB., 1987, between MORRIS NOVACK, Landlord, maintaining offices at 1940 East Marlton Pike, Cherry Hill, New Jersey, 08003 (hereinafter "Novack"), JOHN F. DiFELICE, Tenant, residing at 28 Chippenham Drive, West Berlin, New Jersey, 08091 (hereinafter "DiFelice"), and BENJAMIN and ANN LEE, residing at 213 Alexander Drive, Linwood, New Jersey, 08221 (hereinafter jointly and individually "Lee").

BACKGROUND: Novack is the owner of a retail shopping center commonly referred to as 561 Center located in Gibbsboro, New Jersey. DiFelice is a tenant at said facility by virtue of a written lease between the parties dated March 31, 1986. It is the intention of DiFelice to assign all rights and responsibilities under the said lease agreement to Lee. Pursuant to Article 16 of the said lease agreement, the consent of the Landlord is required.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties to this agreement agree as follows:

1. In consideration of the payment of $ $1.00 by Lee to DiFelice, DiFelice hereby assigns all of his rights, title and interest in a certain lease agreement dated March 31, 1986, between Morris Novack, Landlord and DiFelice, as tenant.

2. Novack, as Landlord, hereby consents to the aforesaid assignment in consideration of the agreement by DiFelice to guaranty personally the obligations of Lee under the said lease agreement in the event that Lee shall default with respect to any conditions or convenant set forth in the lease.

3. In consideration of and as an inducement to Novack to consent to this assignment, as agreed, DiFelice hereby personally guarantees the performance of the terms and conditions of the lease agreement dated March 31, 1986, by Lee for the duration of the term of said lease; provided, however, that Novack shall be obliged to first make reasonable efforts to remedy any default under this lease by proceeding first against Lee before the institution of any action to enforce the personal guaranty given by DiFelice.

4. In all other respects and to the extent that it shall not be inconsistent with the agreement among the parties set forth herein, the parties ratify and acknowledge the continued validity and existence of the lease agreement dated March 31, 1986.

The parties hereunto, intending to be legally bound by the provisions set forth herein have set forth their respective hands and seals on the date above written.

Witness:

_____	Morris Novack MORRIS NOVACK
David Odell	John DiFelice JOHN DiFELICE
David Odell	Benjamin Lee BENJAMIN LEE
David Odell	Ann Lee ANN LEE

C05173/004/561 Cent - lease
10/31/85 lbg

LEASE

561 Center - Landlord

John F. DiFelice - T/A Elite Cleaners - Tenant

Unit 2

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LEASE made this 21 day of March , 1986

by and between

MORRIS NOVACK t/a 561 Center, having an office at 1940 East Marlton Pike, Cherry Hill, New Jersey 08003 ("Landlord")

-and-

JOHN F. DiFELICE, residing at or having an office at 28 Chippenham Drive, West Berlin, NJ 08091 ("Tenant")

BASIC AGREEMENTS

(a) The Land.

Landlord is the owner of certain land situated at State Highway 561 and Milford Road in the Township of Gibbsboro, Camden County, New Jersey, being Lot 1, Block 14A and 15, Plat 5, of the Tax Map of the Township of Gibbsboro (the "Land").

(b) The Center.

Landlord intends to cause to be constructed on the Land one shopping center building (the "Center") containing approximately 11,200 square feet of retail store area. Landlord anticipates completing the Center so that it is ready for tenants to commence their work in or about April of 1985. Landlord agrees that if construction of the Center is not completed by July 31, 1985 then Tenant shall have the right to cancel this Lease and to obtain from Landlord a prompt refund of the security deposit referred to in (e) of Article 7 and the one month advance rent payable upon execution of this Lease in accordance with (a) of Article 3, provided, however, that such election on the part of Tenant to cancel this Lease shall be effective only if written notice thereof is received by Landlord after July 31, 1985 and before the Center is substantially completed. If Tenant properly cancels this Lease in accordance with the preceding sentence, neither Landlord nor Tenant shall have any liability or obligation to the other under this Lease, other than Landlord's responsibility to refund the security deposit and advance rent referred to in such preceding sentence.

(c) Landlord's Work.

Landlord agrees that such portion of the Center which is hereinafter designated as the "Leased Premises" will be constructed substantially in accordance with the matters set forth on Exhibit 1 attached hereto ("Landlord's Work").

(d) Shopping Center Property.

As used in this Lease, the term "Shopping Center Property" means the totality of the Land, the Center, and the Common Areas defined in (b) of Article 1.

Article 1. LEASED PREMISES; COMMON AREAS.

(a) Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and subject to and upon the terms and conditions set forth in this Lease, that portion of the ground floor of the Center designated as unit #2 (the "Leased Premises"); together with the right to the non-exclusive use, in common with others, of the Common Areas, as defined in (b) immediately below. This unit contains approximately 1200 square feet.

(b) As used in this Lease, "Common Areas" means all areas and facilities outside the Leased Premises and the premises leased to other tenants of the Center or available for lease, and within the exterior boundaries of the Shopping Center Property that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and of other tenants of the Center and their respective authorized representatives and invitees. Common areas include, without limitation, pedestrian walkways, throughways, loading areas, sidewalks, service corridors, loading areas, parking areas, roads and all other areas and facilities provided by Landlord for the benefit of the Center.

Article 2. TERM. EFFECTIVE Lease date July 1, 1986

The term of this Lease ("Lease Term") and Tenant's obligation to pay rent hereunder shall commence on the date on which the Leased Premises are delivered by Landlord to Tenant, as evidenced by delivery of the keys to the Leased Premises (the "Rent Commencement Date"). The Lease Term shall end (unless sooner terminated as hereinafter provided) at Midnight on the date of the expiration of five (5) full years from (i) the Rent Commencement Date if it is the first day of a calendar month, or, if it is not, (ii) the first day of the calendar month next succeeding the Rent Commencement Date. Each twelve (12) month period commencing with the date described in (i) or (ii) of the preceding sentence, whichever of such dates is applicable, is hereinafter called a "Lease Year". The parties hereby agree to execute, within thirty (30) days after the Rent Commencement Date, a supplement to this Lease fixing the definite date of the last day of the Lease Term and the dates of each Lease Year hereunder.

Article 3. RENT.

(a) Basic Rent.

Tenant hereby covenants and agrees to pay to Landlord, without offset or deduction of any kind, annual basic rent, as follows:

(i) for the first Lease Year--$ 14,400.00

(ii) for the second Lease Year--$14,400.00;

(iii) for the third Lease Year--$14,400.00;

(iv) for the fourth Lease Year-- 15,120.00;

(v) for the fifth Lease Year--15,120.00 .

Such basic rent shall be payable, without offset or deduction of any kind or nature whatsoever, in advance, in equal monthly installments on the first day of each calendar month during the Lease Term, except that one month's basic rent shall be payable upon execution of this Lease, to be applied to the basic rent due

for the first full calendar month of the Lease Term. Such basic rent shall commence to accrue on the Rent Commencement Date, and shall be prorated for the period beginning with the Rent Commencement Date and ending with the day prior to the first day of the first calendar month following the Rent Commencement Date, and shall be payable in full on the Rent Commencement Date.

(b) Additional Rent; Impositions ("Net-Net-Net Lease").

It is expressly understood and agreed that this is a "net-net-net" Lease. Accordingly, in addition to all basic rent and additional rent provided for in this Lease, Tenant shall pay, as additional rent hereunder and without offset or deduction of any kind or nature whatsoever, its "proportionate share" of any and all Impositions (as defined in Article 7) levied, assessed, imposed or charged against or in respect of the Shopping Center Property, as the same become due and payable as described in Article 7, all so that Landlord shall receive, throughout the Lease Term, the basic rent provided for in this Lease absolutely net of any such Impositions. If Landlord shall pay any moneys or incur any expenses in correction of any violation of any covenant of Tenant set forth in this Lease, the amounts so paid or incurred shall, at Landlord's option and on notice to Tenant, be considered additional rent payable by Tenant with the next installment of basic rent to become due and payable hereunder, and may be collected or enforced as provided by law in respect of rents or as otherwise provided in this Lease.

(c) Time and Place of Payment; Late Charge.

Tenant shall timely pay all rent and other charges herein prescribed at the office of Landlord at 1940 East Marlton Pike, Cherry Hill, New Jersey 08003, or to such other person or entity, and/or at such other place, as shall be designated by Landlord in writing at least ten (10) days prior to the next ensuing basic rent payment date. Provided, however, that in the event Landlord does not receive an installment of basic rent on or before the third day of the month in which such installment is due, then there shall also be due, as additional rent hereunder, a late charge at the rate of Ten ($10.00) Dollars per day for each such additional day (including the day on which Landlord receives the basic rent payment).

(d) Security Deposit.

* Landlord hereby acknowledges receipt from Tenant of the sum of $ 3,000.00 to be held as security for the payment of any rents and other sums of money payable by Tenant under this Lease, and for the faithful performance of all other covenants and agreements of Tenant hereunder; the amount of such deposit shall be repaid without interest to Tenant after the termination of this Lease, provided Tenant shall have made all such rent payments and performed all such covenants and agreements. Upon any default hereunder by Tenant, all or part of such deposit may, at Landlord's sole option, be applied on account of such default, and thereafter Tenant shall within ten (10) days of Landlord's written demand, restore the resulting deficiency in such deposit. Tenant's failure to restore such deficiency shall constitute an event of default under this Lease. Tenant hereby waives the benefit of any provision of law now in force or hereafter enacted, requiring such deposit to be held in escrow or in trust, or in an interest bearing account for the benefit of Tenant.

----------*THREE THOUSAND AND NO DOLLARS----------

Plus Extra $2000.00
See letter 2/22/89

5000.00
10/00

3000
2000
5000

(e) For all purposes of this Lease, Tenant's "proportionate share" (respecting Impositions, Common Area Costs, or otherwise) means .107143 %.

Article 4. TENANT'S WORK; OPENING FOR BUSINESS; LEASED PREMISES "AS IS."

(a) Tenant agrees that upon receiving the keys to the Leased Premises from Landlord, it will with due diligence proceed to perform the Tenant's Work described on Exhibit 2 attached hereto and to install such stock, fixtures and equipment and to perform such other work as shall be necessary or appropriate in order to prepare the Leased Premises for the opening of business, and to complete all of same within thirty (30) days thereafter.

(b) Acceptance by Tenant of the keys to the Leased Premises from Landlord shall constitute an acceptance of the Leased Premises in "As Is" condition, without further obligation on the part of Landlord respecting Landlord's Work or any other work to be done by Landlord for the Leased Premises pursuant to this Lease.

Article 5. USE; CONTINUOUS OPERATION; RESTRICTIVE COVENANT.

(a) Tenant shall use and occupy the Leased Premises solely for the conduct of cleaning and repairing of clothes, and for no other purpose(s) whatsoever, under the name or style of " ELITE CLEANERS ".

(b) Tenant shall continuously during the full Lease Term keep the entire Leased Premises occupied and open for business and adequately staffed and stocked during the hours hereinafter specified.

(c) Neither Tenant nor any person, firm or corporation directly or indirectly affiliated with Tenant shall, during the Lease Term, conduct any establishment similar to that operated by Tenant at the Leased Premises, at any location which is within a three (3) mile radius of the Leased Premises..

Article 6. QUIET ENJOYMENT AND POSSESSION.

Landlord covenants that Tenant, on paying the rent and performing Tenant's obligations set forth in this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and the appurtenances thereto throughout the Lease Term, subject to the terms and provisions of this Lease and to all mortgages and/or ground leases of record to which this Lease may now be or subsequently become subject and subordinate.

Article 7. IMPOSITIONS.

(a) Tenant shall pay its "proportionate share" of all Impositions which may be levied, assessed, imposed or charged against or in respect of the Shopping Center Property.

(b) For all purposes of this Lease, "Impositions" shall mean and include all real estate taxes, assessments, electric, gas and other utilities, water rents, sewer charges, excises, license and permit fees, and other governmental and non-governmental levies and charges of every kind and nature whatsoever, general and special, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Lease Term be levied, assessed, imposed, charged,

become due and payable, or liens upon, or arising in connection with the use, occupancy or possession of, or grow due and payable out of or for, the Shopping Center Property or any part thereof or any rent or income received therefrom or any land, building or other improvements therein, including interest on installment payments and all costs and fees (including reasonable attorneys' fees) incurred by Landlord in contesting taxes and/or assessments and/or negotiating with public authorities as to the same.

(c) Impositions shall be equitably prorated during the first and last Lease Years of the Lease Term. A tax or other bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of any Imposition assessed or levied, the items charged for, and the installments thereof.

(d) If any Impositions are assessed against the Leased Premises as separate premises Tenant shall pay such Impositions as the same become due. If any Impositions are assessed against the Shopping Center Property as a whole, Landlord shall forward to Tenant a copy of such bill together with Landlord's computation of Tenant's proportionate share of such Impositions, and Tenant shall pay to Landlord, as additional rent under this Lease, such proportionate share of Impositions (i) within ten (10) days of its receipt of such computation by Landlord, or (ii) not later than the fifth business day prior to the day on which such Impositions become due, whichever period gives Tenant the greater amount of time.

(e) Nothing herein contained shall be construed to include as Impositions any inheritance, estate, succession, transfer, gift, franchise, corporation, net income or profit tax, or capital levy that is or may be imposed upon Landlord, provided, however, that if at any time during the Lease Term the methods of taxation prevailing at the commencement of the Lease Term shall be altered so that in addition to or in lieu of or as a substitute for the whole or any part of the Impositions now levied, assessed, imposed or charged on real estate as such, there shall be levied, assessed, imposed or charged (i) a tax on the rents received from such real estate, or (ii) a license fee measured by the rents receivable by Landlord for the Shopping Center Property or any portion thereof, or (iii) a tax or license fee imposed upon Landlord which is otherwise measured by or based in whole or in part upon rents of the Shopping Center Property or any portion thereof, then the same shall be included in the computation of Impositions, computed as if the amount of such tax or fee so payable were that due if the Shopping Center Property were the only property of Landlord subject thereto.

(f) If the taxing authorities include in Impositions, the value of any improvements made by Tenant or include machinery, equipment, fixtures, inventory or other personal property or assets of Tenant, then Tenant shall pay the entire Impositions for such items in addition to the "proportionate share" of the Impositions required to be paid by Tenant as provided herein.

(g) At all times during the Lease Term, Tenant shall be responsible for and shall pay, before delinquency, all municipal, county, state or federal taxes which may be levied, imposed or assessed against Tenant's personal property, its leasehold interest, its right to occupy the Leased Premises, or the basic rent or the other rents reserved hereunder. If any governmental authority requires that a tax, other than the Impositions above described, be paid by Tenant, but collected by Landlord for and on behalf of such governmental authority and from time to time

forwarded by Landlord to such governmental authority, the same shall be paid by Tenant to Landlord and be collectible by Landlord and the payment thereof enforced in the same fashion as provided for the enforcement of payment of rent hereunder, and for the purpose of enforcing payment thereof shall be deemed additional rent hereunder, payable monthly.

(h) If, after Tenant shall have made a payment of Impositions, Landlord shall receive a refund of any portion of the Impositions on which such payment shall have been based, Landlord shall pay to Tenant, Tenant's "proportionate share" of the net refund, after deducting all expenses (including reasonable attorneys' and appraisers' fees) incurred in obtaining such refund.

(i) Tenant shall not institute any proceedings with respect to the assessed valuation of the Shopping Center Property or any part thereof for the purpose of securing a tax reduction.

Article 8. REPAIRS AND MAINTENANCE; COMMON AREA COSTS.

(a) Landlord will keep the Common Areas and the structural portions of the Leased Premises in proper repair, provided that in each case Tenant shall have given Landlord prior written notice of the necessity of such repairs; and provided further, that if any such repair is required by reason of Tenant's negligence or the negligence of any of its agents, employees or customers, or any other person(s) using or present at the Leased Premises with Tenant's express or implied consent, Landlord may make such repair, and the cost thereof shall thereafter become due from Tenant as additional rent at the same time the next installment of Tenant's basic rent becomes due. For purposes of this Lease, "structural" is limited to the outside walls, bearing walls and bearing columns, floor (but not floor coverings), roof, and the ceiling above Tenant's drop ceiling, in the Leased Premises. All other portions of the Leased Premises, including without limitation partitions within the Leased Premises, are for all purposes of this Lease deemed "nonstructural".

(b) Tenant shall make all repairs to, and maintain in good condition, the nonstructural portions of the Leased Premises, both exterior and interior, which include, but are not limited to, all electrical, plumbing, heating, air conditioning and other mechanical installations in respect thereof, the store front, all doors, and all plate glass and door and window glass, floors, ceilings, and pipes and conduits in the walls, accomplishing any and all repairs, alterations, replacements and modifications at its sole expense and using materials and labor of kind and quality equal to the original work, and will surrender the Leased Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration resulting from ordinary wear and tear.

(c) If any repairs or maintenance required to be made by Tenant hereunder are not made within ten (10) days after Landlord's written notice to Tenant, Landlord may at its option make such repairs or maintenance without liability to Tenant for any loss or damage which may result to Tenant's stock or business by reason of such repairs or maintenance, and Tenant shall pay to Landlord upon demand as additional rent hereunder the cost of such repairs or maintenance plus interest at the rate of twelve (12%) percent per annum from the date of completion by Landlord until repaid by Tenant.

(d) Except as hereinabove expressly provided, Landlord shall have no obligation to repair, maintain, alter, replace or modify the Leased Premises or any part thereof, or any plumbing, heating, electrical, air-conditioning or other mechanical installation in respect thereof. Under no circumstances shall Landlord be obligated to repair, replace or maintain any glass.

(e) Landlord shall have the right from time to time and at any one or more times:

(i) To establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use and operation of the Common Areas.

(ii) To close any of the Common Areas to whatever extent required or desirable in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas.

(iii) To close temporarily any of the Common Areas for repair or maintenance purposes.

(iv) To designate other property outside the boundaries of the Shopping Center Property to become part of the Common Areas.

(v) To select any person or entity to maintain and operate any of the Common Areas if at any time Landlord so determines, and to negotiate and enter into a contract with any such person or entity on such terms and conditions and for such period of time as Landlord deems reasonable and proper both as to service and as to cost. Any such cost(s) shall constitute part of the "Common Area Costs".

(vi) To make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking areas, or the direction of the flow of traffic.

(f) Tenant shall pay to Landlord Tenant's "proportionate share" of Common Area Costs on the first day of each month, commencing with the first month of the Lease Term (pro-rated until the first month of the first Lease Year), and continuing during the Lease Term. Common Area Costs that cover a period which goes beyond the expiration of the Lease Term shall be prorated.

(i) Landlord may adjust the monthly charge for Common Area Costs at the end of each Lease Year on the basis of Landlord's reasonably anticipated costs for the following Lease Year.

(ii) Landlord shall furnish to Tenant a statement showing the total Common Area Costs for such Lease Year, Landlord's computation of Tenant's "proportionate share" of Common Area Costs for the Lease Year, and the payments made by Tenant with respect to such Lease Year, within thirty (30) days after the end of each Lease Year, covering the Lease Year just ended.

(iii) If Tenant's "proportionate share" of Common Area Costs for any Lease Year exceeds the payments made by Tenant in respect thereof, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of the Common Area Costs statement. If Tenant's payments in respect thereof made during the Lease Year exceed Tenant's "proportionate share" of

Common Area costs for such Lease Year, Landlord shall pay Tenant the excess at the time Landlord furnishes the Common Area Costs statement to Tenant.

(iv) For all purposes of this Lease, "Common Area Costs" means and includes (1) all premiums and other charges in respect of all insurance which Landlord is to maintain pursuant to (c) of Article 12 and (a) of Article 13; and (2) all costs of maintenance, repair, replacement and operation of the Common Areas and all sums expended by Landlord for Landlord's or any authorized third party's supervision thereof. Costs for maintenance and operation of the Common Areas shall include, without limitation, costs of resurfacing, repainting and restriping parking areas, cleaning, sweeping, clearing, plowing and other janitorial services, security, purchase, construction and maintenance of refuse receptacles, planting and relandscaping, directional signs and other markers, car stops, lighting and other utilities, reasonable depreciation allowance on improvements, machinery and equipment used in connection with the Common Areas, and all other costs necessary in Landlord's reasonable judgment for the maintenance and operation of the Common Areas or the Shopping Center Property generally.

(g) Anything to the contrary notwithstanding: Upon execution of this Lease, Tenant shall pay to Landlord Tenant's "proportionate share" of the insurance premiums paid by Landlord in respect of the Shopping Center Property so as to reimburse Landlord for Tenant's share of such premium(s) for that portion of the Lease Year as will fall within the balance of the policy year(s) in question. For example, if Landlord's insurance runs on a policy year equivalent to a calendar year, and if the Lease Year hereunder commences July 1 and ends the following June 30, then upon execution of this Lease Tenant shall pay to Landlord one-half of Tenant's "proportionate share" of such premiums as would normally be included within the "Common Area Costs" pursuant to this Article 8. Thereafter, Tenant shall pay to Landlord Tenant's proportionate share of such insurance premiums for the next policy year, at the rate of one-twelfth (1/12) thereof, monthly, which monthly installments shall constitute additional rent due on the same day each month as basic rent is due hereunder.

(h) Anything to the contrary notwithstanding: In the event that any one or more of the Common Area Costs (including without limitation insurance premiums, trash removal charges, sewer charges and water charges) attributable to Tenant are greater than those attributable to other tenants in the Shopping Center by reason of Tenant's particular use of the Leased Premises, then Landlord may allocate a reasonable portion of such Common Area Costs to Tenant's use, so that such Common Area Costs are equitably apportioned among Tenant and the other tenants in the Shopping Center on the basis of use rather than square footage of space, and Tenant shall pay such additional amounts to Landlord at the time the Common Area Costs in question are otherwise due.

Article 9. TENANT'S RIGHT TO MAKE ALTERATIONS.

(a) Tenant shall not make any alterations, additions, or improvements to the Leased Premises other than or different from Tenant's Work (Exhibit 2) without the prior written consent of Landlord, except the installation of unattached movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Leased Premises. All fixtures installed by Tenant shall be new. All alterations, additions, improvements and fixtures (other than unattached, movable trade fixtures) which may

be made or installed by Tenant in the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal, in which event Tenant shall at Tenant's expense remove the same and restore the Leased Premises to their original condition. Should Tenant fail to do so, Landlord may do so, collecting, at Landlord's option, the cost and expense thereof from Tenant as additional rent hereunder. Any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor of the Leased Premises shall at the termination of this Lease become the property of Landlord, all without credit or compensation to Tenant.

(b) All construction work done by Tenant in or about the Leased Premises shall be performed in a good workmanlike manner, in compliance with all governmental requirements, and at such times and in such manner as to cause a minimum of interference with other construction in progress and with the transaction of business at the Shopping Center Property. All costs of such work shall be paid promptly so as to prevent the assertion of any liens for labor or materials. Tenant agrees to take appropriate action prior to the commencement of construction work in order to assure that no liens for labor or materials will be filed against the Leased Premises or the Shopping Center Property or any part thereof. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all loss, liability or damage resulting from such work, and Tenant shall, if requested by Landlord, furnish a bond or other security satisfactory to Landlord against any such loss, liability or damage. Whenever Tenant proposes to do any construction work within the Leased Premises, it shall first furnish to Landlord plans and specifications in such detail as Landlord may reasonably request covering all such work. Such plans and specifications shall comply with such reasonable requirements as Landlord may from time to time prescribe for construction respecting the Shopping Center Property. In no event shall any construction work be commenced in or about the Leased Premises without Landlord's prior written approval of such plans and specifications, which approval Landlord shall not unreasonably withhold. Landlord shall have the right to post and maintain on the Leased Premises such notices of non-responsibility as are provided for under the laws of the State of New Jersey. Tenant shall furnish to Landlord an affidavit stating the names of all contractors, sub-contractors and material suppliers, the amount of all obligations for labor and materials furnished and to be furnished by them, and shall, in addition, furnish a release by all of such contractors, sub-contractors and material suppliers of all lien claims in favor of Landlord and the Shopping Center Property.

Article 10. <u>AFFIRMATIVE COVENANTS OF TENANT</u>. Tenant hereby agrees:

(a) To promptly comply in every respect with all laws, ordinances, rules and regulations of all federal, state, county and municipal governments, now in force or that may be enacted hereinafter, with all directions, rules and regulations of the fire marshal, health officer, building inspector and other proper officers of the governmental agencies having jurisdiction over the Leased Premises and with such standards established from time to time by the National Board of Fire Underwriters, the National Fire Protection Association, the American Society of Heating and Air Conditioning Engineers, all carriers of insurance on the Leased Premises and any Board of Underwriters, Rating Bureau and any

similar bodies, which are applicable to Tenant's use and occupancy of the Leased Premises, all at Tenant's sole cost and expense, and to make all changes to the Leased Premises which are or hereafter may be required so that Tenant may comply with the foregoing; to indemnify and save Landlord harmless from any penalties, damages or charges imposed for any violation of any and all laws, ordinances, rules or regulations or violations of the covenants herein expressed, whether occasioned by Tenant or by any person upon the Leased Premises by license or invitation of Tenant or holding or occupying the Leased Premises or any part thereof under or by right of Tenant.

(b) To give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

(c) To ensure that all loading and unloading of merchandise shall be done only at such times, and in such areas and through such entrances, as may be designated by Landlord for such purposes.

(d) To keep all garbage and refuse in the kind of container specified by Landlord and to place the same outside of the Leased Premises, prepared for collection in the manner and at the times and places specified by Landlord. Until such time as garbage and refuse is placed outside as set forth above, it shall be kept inside the Leased Premises and out of view.

(e) To keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures. Tenant agrees to operate Tenant's heating and air conditioning unit for the Leased Premises during the hours that Tenant's store is open for business, and in such manner as to maintain an adequate and comfortable temperature within the Leased Premises without obtaining or seeking to obtain any heated or cooled air for the Leased Premises by methods or means which would draw such heated or cooled air from other units servicing the the remainder of the Center, or any part(s) thereof.

(f) Not to burn, place or permit any rubbish, obstructions or merchandise in any area of the Leased Premises or the Shopping Center Property.

(g) To keep the Leased Premises clean, orderly, sanitary and free from objectionable odors and from insects, vermin and other pests.

(h) To conduct its business in the Leased Premises in all respects in a dignified manner and in accordance with high standards of store operation. Tenant shall (i) (except when and to the extent that the Leased Premises may be untenantable by reason of damage by fire or other casualty) continuously and uninterruptedly use, occupy, operate and conduct its business in the entire Leased Premises in a first-class manner so as to hold, establish and maintain a high reputation for the entire Shopping Center Property; (ii) open for business at 9 A.M. and remain open for business until 6 P.M. Monday through Saturday (exclusive of legal holidays); however, the foregoing provisions regarding Tenant's hours of business shall be subject, as respects any business controlled by governmental laws or regulations in its hours of operation, to the hours of operation so prescribed by such governmental laws or regulations; (iii) adequately staff its store with sufficient employees to handle the maximum business and carry sufficient employees and carry sufficient stock of seasonal merchandise to accomplish the same; (iv) maintain displays of

merchandise in the display windows, if any; (v) keep the Leased Premises and exterior and interior portions of the store front, windows, doors and all other glass or plate glass fixtures in a neat, clean, sanitary and safe condition; (vi) use its storage and office space only in connection with Tenant's business conducted by Tenant in the Leased Premises; (vii) not operate its business under this Lease so as to violate any restrictive covenant or restrictive agreement contained in any other lease, contract, or judgment entered into by, or imposed upon, Tenant; (viii) not conduct any auction, distress, fire, bankruptcy or "going-out-of-business" sale (whether real or fictitious), and not conduct or permit the type of business commonly called a surplus store, temporary outlet, or any similar business or activity; (ix) not represent or advertise that it regularly or customarily sells merchandise at manufacturers', distributors', wholesale, warehouse, discount, fire sale, bankruptcy sale or similar price or other than at retail or similar price, but nothing contained in this (h) shall restrict Tenant from determining the selling price of its own merchandise or preclude the conducting of the usual four periodic seasonal, promotional or clearance sales in any Lease Year; (x) not use, or permit to be used, the sidewalks adjacent to the Leased Premises, or any other premises outside the Leased Premises, for the sale or display of any merchandise or for any other business, occupation or undertaking; (xi) not use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radio or television broadcasts in a manner which can be heard outside of the Leased Premises; (xii) not use or permit the use of any portion of the Leased Premises for any unlawful purpose, or for any activity of a type which is not generally considered appropriate for neighborhood shopping areas conducted in accordance with good and generally accepted standards of operation; (xiii) not burn trash or store any trash or garbage in any area other than inside the Leased Premises, hidden from view, and attend to the daily disposal thereof in the manner and by the agency designated by Landlord; (xiv) not park cars, trucks or other delivery vehicles so as to interfere with the use of any driveways, walks, roadways, highways, streets, or parking areas or other Common Areas of the Shopping Center Property; and (xv) not use any portion of the Common Areas for solicitations, demonstrations or any other activities.

(i) To keep its display windows (including window or shadow boxes) in the Leased Premises dressed and illuminated and its signs and external lights well lighted every day of the Lease Term from dusk ~~XXXX~~ P.M. to dawn ~~XXXX~~ P.M.

(j) To comply with all reasonable rules and regulations of Landlord in effect from time to time, which Landlord in its sole discretion shall deem necessary or desirable in connection with the Leased Premises and/or the Shopping Center Property, including without limitation the installation of such fire extinguishers, water buckets and other safety equipment as Landlord or Landlord's insurer may reasonably require.

Article 11. SIGNS.

Tenant will not exhibit, inscribe, paint or affix any sign, advertisement, notice or other lettering on any part of the outside of the Leased Premises or of the Center, or inside the Leased Premises if visible from the outside, without first obtaining Landlord's written approval thereof; and Tenant further agrees to maintain such signs, lettering, etc. as may be so approved in good condition and repair at all times.

Article 12. INDEMNIFICATION; PUBLIC LIABILITY INSURANCE.

(a) Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Leased Premises or any improvements thereon or any part thereof, or for or on account of any death or injury to persons or any damage to property that may result by reason of any condition or present or future lack of repair or maintenance of the Leased Premises or improvements thereon or any part thereof, or the wiring, equipment, furnishings, fixtures, apparatus or any sign, advertising or display device, awning or other like covering therein or thereof, or by or from plumbing, gas, water, steam or other pipes or sewage, or by or from the use, misuse or disuse of the Leased Premises or improvements thereon or any part thereof, or any equipment, furnishings or fixtures therein or apparatus thereof, or by or from any person or persons lawfully or unlawfully upon the Leased Premises or any part thereof, or by or from any act, omission or neglect of any such person, or in any manner whatsoever growing out of the past, present or future condition or use of the Leased Premises or improvements thereon or any part thereof, unless determined to be due to the negligence of Landlord or other tenants. Tenant shall defend, save and hold Landlord harmless from and hereby indemnifies Landlord against any and all liability to Tenant or to any other person or persons for or on account of any death or injury to persons or any damage to property of any nature or sort in or about the Common Areas or any part thereof due directly or indirectly to the act, negligence or omission of Tenant or any of the following: Tenant's directors, officers, employees, agents, contractors, sub-contractors, invitees, sub-tenants, licensees, concessionaires, customers, patrons and clients.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, for its benefit and for the benefit of Landlord, naming both as insureds, the following insurance in standard form generally in use in the State of New Jersey with insurance companies authorized to do business in New Jersey and satisfactory to Landlord, respecting the Leased Premises:

(i) Comprehensive public liability insurance in the amount of at least $1,000,000 for any accident resulting in bodily injury to or the death of one or more than one person and consequential damages arising therefrom.

(ii) Comprehensive property damage insurance covering liability for damage to all property in the amount of at least $100,000.

With respect to each and every policy of such insurance and each renewal thereof, Tenant, at the beginning of the Lease Term and thereafter not less than thirty (30) days prior to the expiration of any such policy, shall furnish Landlord with a certificate of insurance executed by the insurer involved which shall contain, in addition to the matters customarily set forth in such a certificate under standard insurance industry practices, an undertaking by the insurer to give Landlord thirty (30) days prior written notice of any cancellation or change in scope or amount of coverage of such policy.

(c) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance respecting the Common Areas, covering the matters described in (i) and (ii) of (b) of this Article 12; provided, however, that the coverage thereunder may exceed the limits described in (i) and (ii) of (b) of this Article 12, and may include umbrella coverage applicable to all leased premises in the Center, including the Leased Premises. The costs of insurance referred to in this (c) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) of Article 8.

Article 13. FIRE, DAMAGE, DESTRUCTION, AND INSURANCE.

(a) At all times during the Lease Term, Landlord shall maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance covering the structural portions of the Leased Premises, providing protection to the extent of one hundred (100%) percent of the insurable value thereof against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage". Nothing in this Article 13 shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the Leased Premises or the Shopping Center Property; provided, however, that in all other respects each such policy shall comply with the other provisions of this (a). The costs of the insurance referred to in this (a) shall be borne proportionately by Tenant, and paid by Tenant, as provided in (g) Article 8.

(b) At all times during the Lease Term, Tenant shall pay all premiums for and maintain in full force and effect, with a responsible insurance company or companies, one or more policies of insurance for the benefit of Landlord and Tenant, as their interests may appear, as follows:

(i) Insurance covering Tenant's trade fixtures, furniture, furnishings, equipment, betterments and improvements and other installations of Tenant, providing protection to the extent of one hundred (100%) percent of the insurable value of the same against all casualties included under standard insurance industry practice within the classification "Fire and Extended Coverage"; and

(ii) Plate glass insurance covering the plate glass in the Leased Premises.

(iii) Tenant shall keep the nonstructural portions of the Leased Premises, including all improvements, alterations, additions and changes thereto by Tenant, and including all contents of the Leased Premises, insured to the same extent as Landlord is required to keep the structural portions of the Leased Premises insured pursuant to (a) of this Article 13. All provisions of (a) of this Article 13 are hereby incorporated by reference as if set forth at length herein, except that "Tenant" shall be substituted for "Landlord", and "nonstructural portions of the Leased Premises" shall be substituted for "structural portions of the Leased Premises".

(c) Tenant shall at its sole cost maintain business interruption insurance insuring that the basic monthly rent hereunder will be paid to Landlord for a period of up to twelve (12) months if the Leased Premises are destroyed or rendered unusable by a risk insured against by a policy of standard fire

and extended coverage insurance, with vandalism and malicious mischief endorsements.

(d) Tenant shall promptly furnish to Landlord copies of policies or certificates of insurance evidencing all coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of such policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

(e) If the Leased Premises are damaged or destroyed by fire or other casualty, either in whole or in part, then

(i) First, Tenant shall promptly remove any resulting debris from within the Leased Premises;

(ii) Next, Landlord shall, promptly following its receipt of the applicable insurance proceeds (and Landlord hereby agrees to use reasonable efforts to collect same promptly), repair and rebuild the structural portions of the Leased Premises in accordance with the plan pursuant to which such structural improvements were originally constructed;

(iii) Finally, Tenant shall promptly repair and rebuild the nonstructural portions of the Leased Premises in accordance with the plan pursuant to which such nonstructural portions were originally constructed, and promptly thereafter open for business with the public.

(f) Anything to the contrary notwithstanding, in no event shall any destruction of or damage to the Leased Premises, or any other condition or occurrence whatsoever, give rise to any abatement of or reduction (in whole or in part) in any basic rent or additional rent or other sums or charges to be paid by Tenant as provided for in this Lease.

(g) In the event Tenant shall fail to comply with any of the provisions of (e) of this Article 13 Landlord may, at its option, send or deliver to Tenant a notice of default, and if Tenant fails to cure such default in accordance with (g) of Article 19, Landlord may, at its option, terminate this Lease by giving written notice thereof to Tenant. In such event, Landlord shall have all of the remedies provided to it upon an event of default by Tenant, as provided in Article 20.

(h) In the event Landlord shall fail to comply with any of the provisions of (e) of this Article 13 Tenant may, at its option, send or deliver to Landlord a notice of default, and if Landlord fails to cure such default within the applicable time periods provided in (g) of Article 19, Tenant may, at its option, terminate this Lease by giving written notice thereof to Landlord. In such event, neither Landlord nor Tenant shall have any liability or obligation to the other arising out of this Lease, except that Tenant shall remain liable for such rent and additional rent as may have accrued up to the date of such termination of this Lease.

Article 14. WAIVER OF CLAIMS.

Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all of them from all claims for, damage to person or property sustained by Tenant or any person claiming through Tenant

resulting from any fire, accident, occurrence or condition in or about the Leased Premises, including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, water pipes, stairs, railings, or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow, or ice being upon or coming through the roof or any other place upon or near the Center or the Leased Premises or otherwise; (vii) the falling of any fixture, plaster or stucco; (viii) broken glass; or (ix) any act or omission of co-tenants or other occupants of the Shopping Center Property or of adjoining or contiguous property or buildings.

Article 15. OWNERSHIP OF CERTAIN PROPERTY AND SURRENDER OF PREMISES.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Leased Premises to Landlord, including without limitation all apparatus and fixtures (except trade fixtures and furniture installed by Tenant) then in the Leased Premises, in good condition and repair, reasonable wear and tear excepted; and all alterations, improvements, additions, machinery and equipment which may be made or installed from time to time by either party hereto, in, upon or about the Leased Premises (except trade fixtures and furniture installed by Tenant) shall be the property of Landlord, and upon any such expiration or sooner termination, shall be surrendered to Landlord by Tenant without any injury, damage or disturbance thereto or payment therefor. Landlord's said property shall include but not be limited to all components of the heating, air-conditioning (including the portion thereof outside the Leased Premises, if any), plumbing and electrical systems, lighting fixtures and florescent tubes and bulbs, all escalators, elevators, dumbwaiters, conveyors and all partitions (whether removable or otherwise).

(b) Trade fixtures, furniture and other personal property installed or placed in the Leased Premises at the cost of Tenant shall be the property of Tenant unless otherwise specified in this Lease and Tenant shall remove the same prior to the expiration or sooner termination of this Lease. Tenant shall at its own cost and expense completely repair any and all damage to the Leased Premises or any other portion of the Shopping Center Property resulting from or caused by such removal. If Tenant fails to remove any of such property, Landlord may at Landlord's option retain all or any of such property and title thereto shall thereupon vest in Landlord, or Landlord may remove all or any of such property from the Leased Premises and dispose of same in any manner, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition, and the repair of any and all damage to the Leased Premises resulting from or caused by such removal.

Article 16. ASSIGNING, MORTGAGING, SUBLETTING.

(a) Tenant shall not to assign, mortgage, pledge or encumber this Lease, in whole or in part, or sublet the whole or any part of the Leased Premises, or permit the use of the whole or any part of the Leased premises by any licensee or concessionaire, without first having obtained the written consent of Landlord,

which consent may be denied or withheld for any reason or no reason. Any permitted assignee shall also assume in writing the terms, conditions, covenants and obligations of this Lease. Tenant further agrees that, in the event of any such permitted assignment, subletting, licensing or granting of a concession, made with the written consent of Landlord and assumption by the assignee, Tenant shall nevertheless remain liable for the performance of all the terms, conditions and covenants of this Lease. If Tenant is a corporation or partnership, and if any change in ownership or interests therein should occur at any time during the Lease Term (of which fact Tenant shall promptly inform Landlord in writing), Landlord may, at its option, by giving sixty (60) days prior written notice to Tenant, declare such change a breach of this Lease.

(b) None of the restrictions set forth in (a) of this Article 16 shall apply to Landlord.

Article 17. SUBORDINATION.

This Lease is and shall be subject and subordinate to any and all mortgages and other security agreements and instruments, and/or ground leases, now or hereafter affecting the Shopping Center Property or any part thereof.

Article 18. PERFORMANCE OF TENANT'S COVENANTS.

Tenant hereby covenants and agrees that it shall perform all covenants and agreements herein expressed on its part to be performed, and that it shall promptly upon receipt of written notice of non-performance thereof, comply with the requirements of such notice; and further, that if Tenant shall not comply with such notice to the satisfaction of Landlord within three (3) business days after delivery thereof, (or, if such compliance cannot reasonably be completed within three (3) business days, if Tenant shall not commence to comply within such period and thereafter proceed to completion with due diligence), Landlord may, at its option, do or cause to be done any or all of the things specified in such notice, and in so doing Landlord shall have the right to cause its agents, employees and contractors to enter upon the Leased Premises, and in such event shall have no liability to Tenant for any loss or damage resulting in any way from such action; and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action, any such sum to be collectible from Tenant as additional rent hereunder.

Article 19. EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an event of default under this Lease:

(a) Failure of Tenant to commence business within sixty (60) days following the Rent Commencement Date.

(b) Discontinuance by Tenant of the conduct of its business in the Leased Premises.

(c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property; an assignment by Tenant for the benefit of creditors; or the taking possession of the property of Tenant by any governmental officer or agency pursuant to statutory authority.

(d) Failure of Tenant to pay when due any installment of basic rent or additional rent hereunder or any other sum herein required to by paid by Tenant.

(e) Vacation or desertion of the Leased Premises or permitting the same to be empty or unoccupied.

(f) Tenant's removal or attempt to remove, or manifesting an intention to remove, Tenant's goods or property from or out of the Leased Premises otherwise than in the ordinary and usual course of business without having first paid and satisfied Landlord for all rents which may become due under this Lease during the entire Lease Term.

(g) Tenant's failure to perform any other covenant or condition of this Lease within three (3) business days after receipt of Landlord's written notice and demand therefor, unless the failure is of such a character as to require more than three (3) business days to cure, in which event Tenant's failure to commence such cure within such three (3) day period and thereafter to diligently continue such cure to completion shall constitute an event of default.

Article 20. LANDLORD'S REMEDIES.

(a) Upon the occurrence of any event of default, Landlord may at its sole option exercise any or all of the following remedies, together with any other remedies as may be available to Landlord at law or in equity:

(i) If Tenant shall default in the payment of rent or any other sums herein required to be paid, Landlord, or any person acting under Landlord, may enter the Leased Premises, and without any demand, proceed by distress and sale of the goods there found, to levy against the rent and all other charges herein payable as rent, and all costs and other charges shall immediately attach and become part of the claim of Landlord for rent, and any tender of rent without said costs made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of Landlord.

(ii) Landlord may terminate this Lease by giving Tenant written notice of its election to do so, as of a specified date not less than three (3) business days after the date of the giving of such notice, and this Lease shall then terminate on the date so specified, and Landlord shall then be entitled to regain possession of the Leased Premises as of such termination date. In that event, Landlord shall be entitled to recover from Tenant (1) an amount equal to the difference between the basic rent reserved in this Lease for the entire unexpired portion of the Lease Term and the fair rental value of the Leased Premises for the same period of time, as and for liquidated damages, or in lieu thereof the amount of Landlord's actual damages, and (2) reasonable counsel fees incurred in connection with recovering possession of the Leased Premises and/or any legal action to recover the liquidated damages or actual damages referred to herein. Nothing herein contained, however, shall limit or prejudice the right of Landlord to prove for and obtain as liquidated damages, by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the liquidated damages difference referred to in (1) of this (ii).

(iii) Landlord shall have the right to enter in and upon the Leased Premises and remove all persons therefrom, to recover the possession thereof by legal proceedings or otherwise, and to use such force to regain possession thereof as Landlord shall deem proper without being liable for any civil action or criminal prosecution therefor. No such re-entry by Landlord shall be deemed a termination of this Lease or an acceptance of a surrender of this Lease. In such event the balance of the basic rent and other charges to become due during the Lease Term shall be accelerated and shall be immediately due and payable; and Landlord may in its own name but as agent for Tenant relet the Leased Premises for any period equal to or greater or less than the remainder of the Lease Term, for any sum which it may deem reasonable, to any other lessee which Landlord may select, and for any use and purpose which Landlord may designate. In the event of such reletting, Landlord shall apply all rents received therefrom prior to the date of termination against the unpaid balance, if any, of such accelerated rent and Landlord's expense of reletting (including redecoration, alterations and commissions) until Landlord shall have fully recovered all of same. In no event, however, shall Landlord be under any obligation to relet the Leased Premises for any purpose. Landlord shall not in any event be required to pay to Tenant any surplus of money received by Landlord from reletting of the Leased Premises in excess of the amount, if any, of such accelerated rent that Tenant shall have paid directly to Landlord.

(b) All of the remedies available to Landlord pursuant to this Lease or otherwise shall be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the Leased Premises shall deprive Landlord of any of its remedies or actions against Tenant for past or future rent, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Leased Premises.

(c) In addition to any damages becoming due under (a) of this Article 20, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord an amount equal to all expenses, if any, including but not limited to reasonable counsel fees incurred by the Landlord in recovering possession of the Leased Premises, and all reasonable costs and charges for the care of the Leased Premises while vacant, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses are incurred by Landlord.

(d) In the event of a default or threatened default by Tenant of any of the terms or conditions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if no specific remedies of Landlord were set forth in this Lease.

Article 21. <u>CONDEMNATION</u>.

(a) In the event that the whole of the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of the actual taking. In the event of a condemnation or taking of a substantial part of the Leased Premises so as to destroy the usefulness thereof for the purpose for which it was leased, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days after the vesting of title, to

terminate this Lease and the term and estate hereby granted as of the date of the actual taking.

(b) In the event of a partial taking or condemnation which is not substantial enough to destroy the usefulness of the Leased Premises for the purposes for which they were leased, or in the event neither party shall terminate this Lease within the time period described in (a) of this Article 21, Landlord shall restore the Leased Premises to the extent reasonably practicable, not including Tenant's exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of Tenant (all of which shall be restored by Tenant), and this Lease shall continue in full force and effect, except that, effective as of the date of the actual taking, the basic rent shall be diminished by the amount representing the proportion of such rent applicable to that proportion of the Leased Premises which is so condemned or taken. In the event Landlord does not effect such restoration within ninety (90) days following the actual taking, either party shall have the right, by delivery of notice in writing to the other within thirty (30) days thereafter, to terminate this Lease as of the date of sending such notice; provided, however, that any such notice sent by Tenant shall be ineffective if the restoration in question was substantially completed by the date such notice is received by Landlord.

(c) In the event of any condemnation or taking mentioned in this Article 21, whether or not this Lease shall be terminated, Landlord shall be entitled to receive the entire award in the condemnation proceeding without deduction therefrom for any estate vested by this Lease in Tenant, and Tenant shall receive no part of such award, Tenant hereby expressly assigning to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof.

(d) Although all damages in the event of any condemnation or taking are to belong to Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, to the extent then provided by law.

Article 22. LANDLORD'S EXCULPATION.

Anything in this Lease to the contrary notwithstanding, in no event shall Landlord have any personal liability to Tenant arising out of this Lease. In the event Tenant shall have any right against Landlord, for damages or otherwise, Landlord's liability in respect thereof shall in all events be limited to Landlord's interest in the Leased Premises. In no event shall Landlord be liable for damages arising out of any claim by Tenant that Landlord was not reasonable in any context where Landlord's consent, approval or other action is expressed so as to oblige Landlord to act reasonably, Tenant's sole remedy in each such instance being hereby expressly limited to specific performance of such act by Landlord.

Article 23. TENANT'S ESTOPPEL.

Tenant shall, at any time and from time to time, within seven (7) days after request by Landlord, and without charge to

Landlord, certify by written instrument, duly executed, acknowledged and delivered, to Landlord or any mortgagee, assignee of any mortgagee, or purchaser, or any proposed mortgagee, proposed assignee of any mortgagee or proposed purchaser, or any other person or party specified by Landlord, the following:

(a) That this Lease has not been modified and is in full force and effect [or, if there has been any modification(s), that this Lease is in full force and effect as modified and stating the modification(s)];

(b) Whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of this Lease to be performed or complied with by Tenant (and, if so, specifying the same); and whether Tenant knows or does not know, as the case may be, of any default by Landlord in the performance by Landlord of all covenants, conditions and agreements on Landlord's part to be performed; and

(c) The dates, if any, to which the rent and other charges hereunder have been paid in advance and the amount of periodic tax and insurance prorations paid to Landlord for the then current Lease Year or policy year, if any.

Article 24. FORCE MAJEURE.

In the event that either party shall be delayed or hindered in or prevented from the performance of any act required of it hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of like nature, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Article 25. CUSTOM AND USAGE.

It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Landlord shall have the right at all times to enforce the covenants and conditions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of Landlord in refraining from so doing at any time or times; and further, that the failure of Landlord at any time or times to enforce its rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this Lease or as having in any way or manner modified or waived any of same.

Article 26. SURRENDER AND HOLDING OVER.

(a) Upon the expiration or sooner termination of this Lease, Tenant shall peaceably surrender the Leased Premises to

Landlord in broom-clean condition and in good repair. In the event that Tenant shall so fail to surrender the Leased Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the basic rent specified in Article 3, as applied to such period.

(b) If Tenant remains in possession of the Leased Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Leased Premises as a Tenant from month to month, subject to all the covenants, conditions and agreements of this Lease.

Article 27. ADDITIONAL CONSTRUCTION.

Landlord hereby reserves the right at any time and from time to time to make alterations or additions to the Shopping Center Property or the Center, and to permit others to do so, from time to time.

Article 28. NOTICES.

Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to or on the other party, such notice or demand shall not be deemed to have been duly given or served unless in writing and either personally delivered or forwarded by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Landlord at:

c/o Morris Novack Associates
1940 East Marlton Pike
Cherry Hill, New Jersey 08003

with a simultaneous copy to its attorneys:

Sills Beck Cummis Zuckerman
Radin & Tischman, P.A.
33 Washington Street
Newark, New Jersey 07102
Attn: Michael B. Tischman, Esq.

To Tenant at:

JOHN F. DiFELICE
28 Chippenham Drive
West Berlin, NJ 08091

with a simultaneous copy to its attorneys:

Such addresses and addressees may be changed from time to time by either party by serving notices as above provided. Any notice or demand may be executed by, and/or delivered or mailed by, a party's attorney.

Article 29. SUCCESSORS AND ASSIGNS.

All rights, obligations and liabilities herein given to, or imposed upon, the respective parties shall extend to and bind the several and respective heirs, executors, administrators, successors, and assigns of Landlord and Tenant; and if there shall be more than one Tenant they shall all be bound jointly and severally by the terms, covenants and agreements herein and the word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 16.

Article 30. SCOPE AND INTERPRETATION OF THE AGREEMENT.

This Lease shall be considered to be the only agreement between the parties pertaining to the Leased Premises, and supersedes all prior negotiations, understandings and agreements, written or oral (if any). No covenant, undertaking, representation, warranty or agreement, express or implied, shall be binding on Landlord or Tenant unless and then only to the extent that it is expressly set forth in this Lease. The laws of the State of New Jersey shall govern the validity, interpretation, performance and enforcement of this Lease.

Article 31. SHORT FORM LEASE.

Landlord and Tenant shall execute, if Landlord so desires, for recording purposes, a short form of lease. Such short form lease may be recorded by Landlord at its cost and expense.

Article 32. CAPTIONS; USAGE.

(a) Any headings preceding the text of the several Articles and paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect. As used in this Lease, the words "hereby", "herein", "hereof", "hereunder", and similar words, shall always be deemed to refer to this Lease in its entirety and not merely to the Article, paragraph or subparagraph wherein any such word(s) may appear. All Exhibits referred to herein constitute an integral part of this Lease.

(b) All references in this Lease to Landlord shall mean and be limited to the person, party or entity then owning the Shopping Center Property. All references in this Lease to Tenant shall mean Tenant, and any person, party or entity claiming by, through or under Tenant.

Article 33. PARTIAL INVALIDITY.

Any provision or provisions of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining

provisions hereof shall nevertheless remain in full force and effect.

Article 34. SUBMISSION OF LEASE NOT AN OFFER.

In no event shall the submission of this Lease by Landlord to Tenant constitute an offer to Tenant; it being the understanding and agreement of the parties that such submission is solely for their mutual review and consideration, and that under no circumstances shall Landlord have any liability, obligation or responsibility, to tenant or to any broker or agent or to any other party whatsoever, respecting this Lease or any of the matters referred to herein or arising therefrom, unless and until this Lease and all Exhibits hereto, in final form, are approved by Landlord and its counsel, and then executed by Landlord and delivered to Tenant.

IN WITNESS WHEREOF, this Lease is hereby duly executed on and as of the date first set forth above.

(LANDLORD)

WITNESS:

MORRIS NOVACK

(TENANT)
JONH F. DiFELICE

ATTEST:

By:

JOHN F. DiFELICE

005179/004/rider
10/31/85 lbg

RIDER TO LEASE

561 Center - Landlord

JOHN F. DiFELICE - Tenant

This Rider constitutes an addition to and an integral part of the above-captioned Lease dated March 31, 1986, as follows:

Tenant is hereby granted the Option to extend the Lease Term for an additional five (5) Lease Year(s) (the "Extended Term"), upon the same terms and conditions as are set forth in this Lease but exclusive of this Option, which Option may be exercised by Tenant only once, and subject to Tenant's compliance with the requirements of (i), (ii) and (iii) of (b) below.

(a) Basic Rent.

The annual basic rent for the Leased Premises during the Extended Term shall be as follows:

(i) for the first additional Lease Year--$15,120.00; 91

(ii) for the second additional Lease Year--$15,876.00; 92

(iii) for the third additional Lease Year--$15,876.00; 93

(iv) for the fourth additional Lease Year--15,876.00; 94

(v) for the fifth additional Lease Year--16,670.00. 95

(b) Exercise of Option.

The Option provided for in this Rider shall not be effectively exercised unless --

(i) Landlord shall have received written notice from Tenant of Tenant's intention to exercise such option at least six (6) months prior to the end of the last Lease Year; and

(ii) At the time of Landlord's receipt of such written notice from Tenant, Tenant is not in default under this Lease; and

(iii) Tenant is not in default under this Lease as of the last day of the last Lease Year.

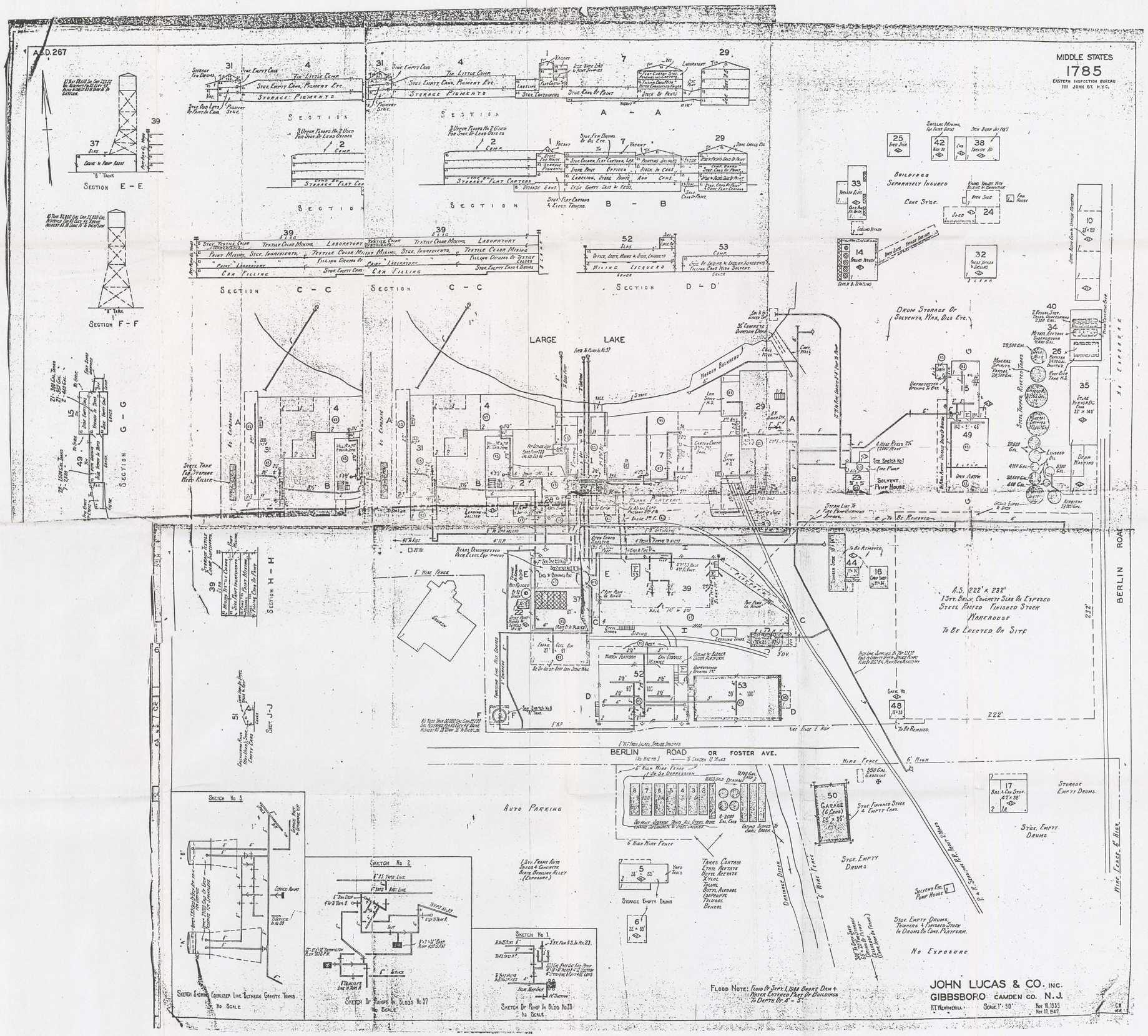
If any of (i), (ii) or (iii) of this (b) shall not be true, any purported exercise of Option to extend the Lease Term shall be null, void, and of no force or effect.

WITNESS: (LANDLORD)

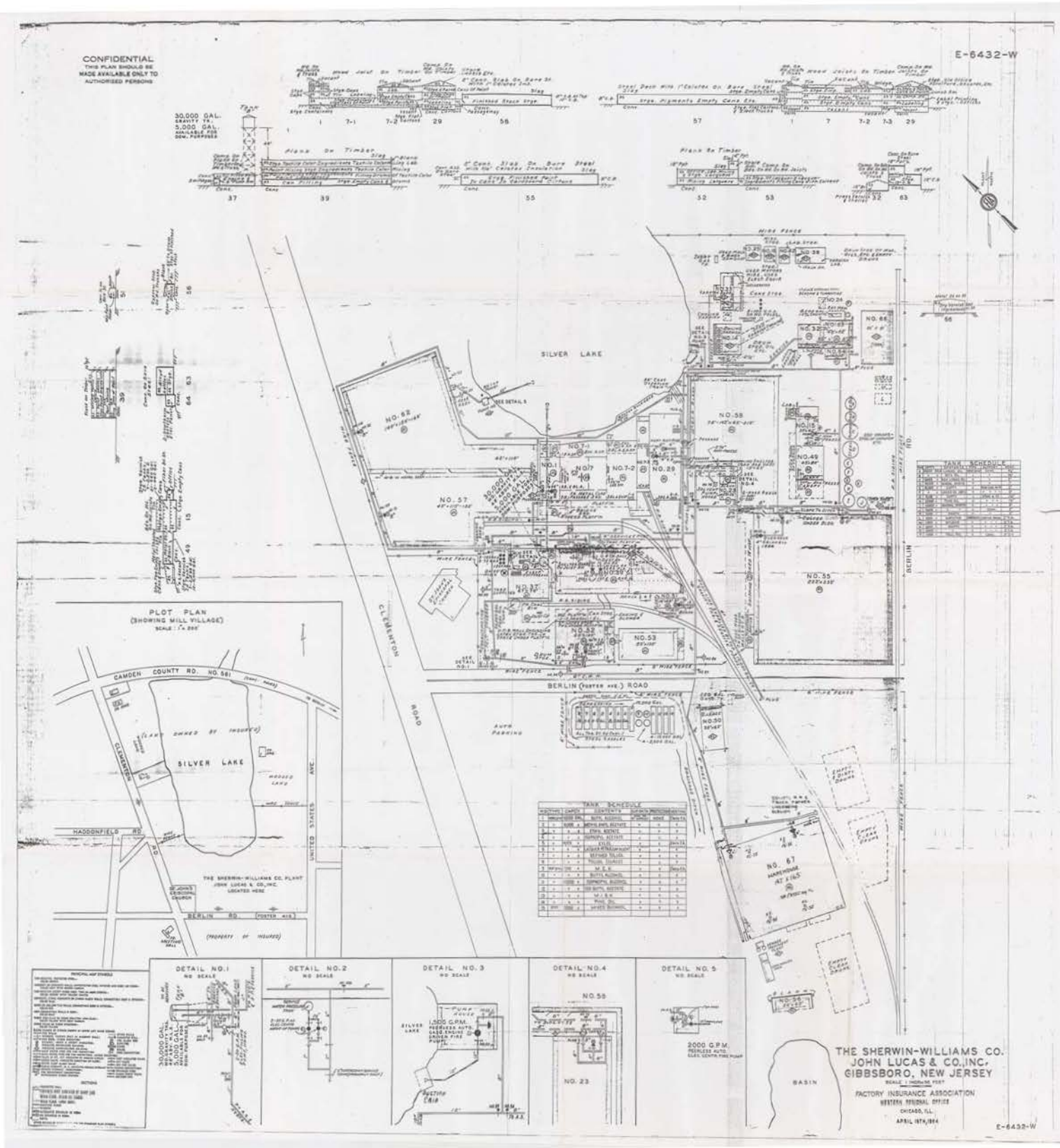
MORRIS NOVACK

ATTEST: (TENANT)

By: JOHN F. DiFELICE



A.S.D. 267
MIDDLE STATES
1785
EASTERN INSPECTION BUREAU
111 JOHN ST. N.Y.C.
SECTION E - E
SECTION F - F
SECTION G - G
SECTION H - H
SECTION J - J
SECTION A - A
SECTION B - B
SECTION C - C
SECTION D - D
LARGE LAKE
BERLIN ROAD OR FOSTER AVE.
BERLIN ROAD
BUILDINGS SEPARATELY INSURED
COKE STGE.
DRUM STORAGE OF SOLVENTS, WAX, OILS ETC.
A.S. 222' x 232'
1 STY. BRICK, CONCRETE SLAB ON EXPOSED STEEL ROOFED FINISHED STOCK WAREHOUSE
TO BE ERECTED ON SITE
AUTO PARKING
STORAGE EMPTY DRUMS
STGE. EMPTY DRUMS
NO EXPOSURE
SKETCH No 3
SKETCH No 2
SKETCH No 1
SKETCH OF PUMPS IN BLDG No 37
SKETCH OF PUMP IN BLDG No 23
FLOOD NOTE: FLOOD OF SEPT. 1, 1948 BROKE DAM & WATER ENTERED PART OF BUILDINGS TO DEPTH OF 4' - 5'
JOHN LUCAS & CO. INC.
GIBBSBORO CAMDEN CO. N.J.
SCALE 1" = 50'


CONFIDENTIAL
THIS PLAN SHOULD BE MADE AVAILABLE ONLY TO AUTHORIZED PERSONS
E-6432-W
30,000 GAL. GRAVITY TK.
5,000 GAL. AVAILABLE FOR DOM. PURPOSES
SILVER LAKE
NO. 62
NO. 57
NO. 58
NO. 49
NO. 55
NO. 53
NO. 67
NO. 66
NO. 23
NO. 56
CLEMENTON ROAD
BERLIN (FOSTER AVE.) ROAD
BERLIN RD.
PLOT PLAN
(SHOWING MILL VILLAGE)
CAMDEN COUNTY RD. NO. 561
SILVER LAKE
HADDONFIELD RD.
UNITED STATES AVE.
THE SHERWIN-WILLIAMS CO. PLANT
JOHN LUCAS & CO., INC.
LOCATED HERE
(PROPERTY OF INSURED)
TANK SCHEDULE
DETAIL NO. 1
NO SCALE
DETAIL NO. 2
NO SCALE
DETAIL NO. 3
NO SCALE
DETAIL NO. 4
NO SCALE
DETAIL NO. 5
NO SCALE
1,500 G.P.M.
2000 G.P.M.
BASIN
THE SHERWIN-WILLIAMS CO.
JOHN LUCAS & CO., INC.
GIBBSBORO, NEW JERSEY
FACTORY INSURANCE ASSOCIATION
WESTERN REGIONAL OFFICE
CHICAGO, ILL.
APRIL 18TH, 1964
E-6432-W