

Lease Amendment No. 4

THIS AGREEMENT is dated the 2ND day of March, 2021 and is made between Populus Financial Group, Inc., d/b/a Ace Cash Express ("ACE" or "Tenant") and Christopher Salyer. ("Landlord").

RECITALS

- A. WHEREAS Tenant has entered into a certain lease agreement as amended and/or assigned ("Lease") dated December 9, 1994, with the Landlord, covering certain premises known as 900 South Broadway, Edmond, OK 73034; **Tenant's center number 2017;** and
- B. WHEREAS, Tenant, prior to July 1, 2019, was known as ACE Cash Express, Inc.; and
- C. WHEREAS Landlord and Tenant desire to amend said Lease, the parties hereby agree as follows;

WITNESSETH

1. **TERM:** The term of the Lease shall be extended to expire May 31, 2022.

2. **RENT:** The Base Rent shall be amended and modified as follows:

Months June 1, 2021 – May 31, 2022 \$1,950.00 per month

3. **ADDRESSES FOR NOTICE:** Notwithstanding anything to the contrary contained in the Lease, all notices, demands, requests and documents required or permitted to be delivered herein shall be in writing and delivered by overnight courier service with guaranteed next-day delivery or by certified United States Mail, return receipt requested, postage prepaid, and shall be deemed to be delivered when received or refused by the intended party. The portion of the Lease referring to Landlord's address for purposes of delivery of notice under the Lease is deleted and the following substituted:

Landlord's Address for Notices:

with a copy to:

722 N. BROADWAY AVE.
OKLAHOMA CITY, OK
73102

The portion of the Lease referring to Tenant's address for purposes of delivery of notice under the Lease is deleted and the following substituted:

Tenant's Address for Notices:

with a copy to:

Populus Financial Group, Inc., d/b/a
ACE Cash Express
300 E. John Carpenter Fwy., Suite 900
Irving, TX 75062
Attention: Lease Administrator

Populus Financial Group, Inc., d/b/a
ACE Cash Express
300 E. John Carpenter Fwy., Suite 900
Irving, TX 75062
Attention: General Counsel

4. **EFFECT OF MODIFICATION:** Except as expressly amended and modified by this Lease Amendment No. 4, all terms and conditions of the Lease shall continue and remain in full force and effect throughout the extended or renewal Term.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

Landlord: Christopher Saylor

By: *Christopher Saylor*

Name: _____

Its: OWNER / LANDLORD

Date: March 2, 2021

Tenant: Populus Financial Group, Inc. d/b/a ACE
Cash Express

By: *Sue Pressler*
Sue Pressler, EVP & CFO

Date: 3/10/2021

L E A S E C O N T R A C T

THIS LEASE CONTRACT entered into by and between "Landlord" and "Tenant" on this the 9TH day of DECEMBER, 1994, in accordance with the terms and conditions hereinafter set forth.

W I T N E S S E T H:

ARTICLE I

Summary of Basic Lease Provisions
and Certain Defined Terms

1.1 When used herein, the following terms shall have the indicated meanings:

- (a) "Landlord": Chris Salyer
- (b) "Notice Address": 722 N. Broadway, Oklahoma City, OK 73102
- (c) "Tenant": Ace Cash Express, Inc.
- (d) "Tenant's Trade Name" (d/b/a): Ace America's Cash Express
- (e) "Notice Address": 1231 Greenway Dr., #800, Irving, Tx 75038
- (f) "Lease Premises": Landlord's property containing _____ usable square feet in area being known as 900 S. Broadway, in the City of Edmond, Oklahoma.
- (g) "Commencement Date": The date upon which Tenant closes on purchase of business from existing Tenant which date shall be confirmed by written notice. (Expected to be on or about December 15, 1994).
- (h) "Lease Term": Commencing on the Commencement Date and continuing for 3 years after the Commencement Date; in addition, if the Commencement Date is a date other than the first day of a calendar month, the lease term shall be extended for said number of days in addition to the remainder of the calendar months in which the Commencement Date occurs.
- (i) "Permitted Use": Check cashing and related financial services which include consumer loans, money order sales, money transfers (MoneyGram), travelers checks, copies and fascimile services, package shipping, pager sales, lottery/lotto ticket sales, secured credit card sales and credit card advances, tax preparation and electronic tax filing.
- (j) "Insurance Expenses" shall, as used in this lease, mean all premiums and other expenses incurred by Landlord for insurance, including but not limited to, loss of rent insurance, liability insurance and fire and extended coverage property insurance pertaining to the premises.
- (k) "Real Estate Charges" shall, as used in this lease, mean ad valorem taxes, general and special assessments, any tax or excise on rents, any tax or charge for governmental services (such as street maintenance or fire protection) and any tax or charge which replaces any of such above-described "Real Estate Charges"; provided however, that "Real Estate Charges" shall not be deemed to include any franchise, estate, inheritance or general net income tax.

(1) "Security Deposit": shall, as used in this lease, mean \$-0-.

1.2 The following chart is provided as an estimate of Tenant's initial monthly payment broken down into its components. This chart, however, does not supersede the specific provisions contained elsewhere in this lease:

"MINIMUM GUARANTEED RENTAL":	\$ <u>1750.00</u>
"Common Area Maintenance Charge"	\$ <u>N/A</u>
"Escrow Payment for Taxes"	\$ <u>86.00</u>
"Escrow Payment for Insurance"	\$ <u>included w/tax</u>
Total Initial Monthly Payment	\$ <u><u>1836.00</u></u>

ARTICLE II

GRANTING CLAUSE; QUIET ENJOYMENT

2.1 Grant. Landlord leases the Demised Premises to Tenant upon the terms and conditions set forth in this lease.

2.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant performs its obligations hereunder, Tenant shall have quiet enjoyment and use of the Demised Premises.

ARTICLE III

DELIVERY OF PREMISES

3.1 Disclaimer of Landlord's Warranty. Except to the extent modified by Landlord's express assumption of construction obligations, if any, in Exhibit C attached to this lease, the Demised Premises are being leased "as is" and "with all faults"; and Landlord makes no warranty of any kind, express or implied, with respect to the Demised Premises (without limitation, Landlord makes no warranty as to the habitability or fitness of the Demised Premises). Notwithstanding the foregoing, Tenant does not waive any latent defects in the Demised Premises, except those latent defects which are not discovered or could not be discovered with the exercise of reasonable diligence before the expiration of the 12 month period beginning on the Commencement Date. Tenant agrees to install such improvements as may be reasonably necessary to conduct Tenant's business at the Demised Premises promptly after delivery of the Demised Premises by Landlord to Tenant, and, thereafter, to use reasonable diligence to open for business at the Demised Premises.

ARTICLE IV

RENT

4.1 Rental Payments. Rental shall accrue from the Commencement Date, and Tenant agrees to pay the Rental, without prior demand, deduction or setoff, to Landlord at Landlord's address as set forth in this lease or at such other address as Landlord may designate from time to time. The first such payment shall be due and payable on the Commencement Date, and subsequent payments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that if the Commencement Date is a date other than the first day of a calendar month, there shall be due and payable on or before such date as Rental for the balance of such calendar month a sum equal to that proportion of the rent specified for the first full calendar month as herein provided, which the number of days from and including the Commencement Date to the end of the calendar

month during which the Commencement Date shall fall bears to the total number of days in such month.

4.2 Late Payment Charge. If Tenant shall fail to pay any Rental or any additional rent provided for in this lease before the fourth day after such rental or additional rent is due and payable and after notice of its non-receipt by Landlord is received by Tenant from Landlord, Tenant shall pay as further additional rent a late charge equal to \$25.00 per day for each day after such fourth day that the Rental or additional rent remains unpaid, up to a maximum of \$100.00 for each overdue payment. Tenant agrees that such amounts are not a penalty, but are a reasonable amount to reimburse Landlord for the loss of the use of the money and additional administrative costs resulting from late payment. Tenant shall also be subject to the Interest Charges provided for herein.

4.6 Interest. Rental and other amounts past due hereunder shall bear interest at 18% per annum from the date such Rental or other amount was due.

ARTICLE V

REAL ESTATE CHARGES AND INSURANCE EXPENSES

5.1 Tenant's Taxes. Tenant shall be liable for all taxes levied against personal property, leasehold improvements and trade fixtures placed by Tenant in the Demised Premises. If any such taxes are levied against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, leasehold improvements and trade fixtures placed by Tenant in the Demised Premises and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is liable hereunder. Tenant shall attempt to obtain separate assessments for Tenant's obligations pursuant to this Section 5.1. To the extent of a separate assessment, Tenant agrees to pay such assessment before it becomes delinquent and to keep the Demised Premises free from any lien or attachment; moreover, as to all periods of time during the Lease Term, this covenant of Tenant shall survive the termination or expiration of the lease. With regard to the calendar year during which the Lease Term expires, Landlord may bill Tenant when the charges become payable.

5.2 Obligation to Pay Tenant's Proportionate Share of Real Estate Charges and Insurance Expenses. During the Lease Term, in addition to the rentals and other charges prescribed in this lease, Tenant shall pay to Landlord Tenant's Proportionate Share of all Real Estate Charges and Insurance Expenses related to the demised premises, subject to the provisions of this Article V. Tenant's obligations under this Section 5.2 shall be prorated during any partial year (i.e., the first year and the last year of the Lease Term). As to all periods of time during the Lease Term, this covenant shall survive the termination or expiration of this lease.

5.3 Estimates of Tenant's Proportionate Share of Initial Real Estate Charges and Insurance Expenses. Landlord's good faith estimate of the monthly Real Estate Charge and Insurance Expense is \$ 68.54 .

5.4 Payment of Tenant's Proportionate Share of Real Estate Charges and Insurance Expenses. During each month of the Lease Term, Tenant shall make a monthly payment to Landlord equal to 1/12 of Tenant's Proportionate Share of the estimated Real Estate Charges and Insurance Expenses for the current year which Landlord may have theretofore given Tenant for the current year or, if the Real Estate Charges and Insurance Expenses for the current year have not been estimated by Landlord, then Tenant shall continue to pay such monthly charges in an amount equal to 1/12 of the Tenant's

Proportionate Share of the Real Estate Charges and Insurance Expenses for the immediately preceding year. On request, Landlord shall furnish Tenant with evidence of payment of the Real Estate Charges and Insurance Expenses. Each Real Estate Charge payment and Insurance Expense payment shall be due and payable at the same time and the same manner as the time and manner of the payment of Rental as provided herein. The Real Estate Charge payment and Insurance Expense payment accounts of Tenant shall be reconciled annually. If the Tenant's total Real Estate Charge payments and Insurance Expense payments are less than the Tenant's Proportionate Share of the actual Real Estate Charges and Insurance Expenses, Tenant shall pay to Landlord upon demand the difference; if the Tenant's total Real Estate Charge payments and Insurance Expense payments are more than the Tenant's Proportionate Share of the actual Real Estate Charges and Insurance Expenses, such excess sum shall at Tenant's election (i) be credited against the next maturing installments due from Tenant to Landlord for Tenant's Proportionate share of actual Real Estate Charges and Insurance Expenses or (ii) be refunded by Landlord to Tenant.

ARTICLE VI

USE AND CARE OF PREMISES

6.1 Occupancy Prior to Commencement Date. Occupancy of the Demised Premises by Tenant prior to the Commencement Date shall be subject to all of the terms and provisions of this lease excepting only those requiring the payment of rent.

6.2 Use of Demised Premises. The Demised Premises may be used only for check cashing and related financial services which include consumer loans, money order sales, money transfers (MoneyGram), travelers checks, copies and fascimile services, package shipping, pager sales, lottery/lotto ticket sales, secured credit card sales and credit card advances, tax preparation and electronic tax filing.

6.3 Property Stored in Demised Premises. Tenant shall not keep anything within the Demised Premises or use the Demised Premises for any purpose which increases or could reasonably cause to be increased the insurance premium cost or invalidates any insurance policy carried on the Demised Premises or other parts of the Shopping Center. All property kept, stored or maintained within the Demised Premises by Tenant shall be at Tenant's sole risk.

6.4 Shopping Center Image. Tenant shall not conduct within the Demised Premises any fire, auction, bankruptcy, "going-out-of-business," "lost-our-lease" or similar sale; nor shall Tenant operate within the Demised Premises a "wholesale" or "factory outlet" store, a cooperative store, a "second hand" store, a "surplus" store or a store commonly referred to as a "discount house." The purpose for this restriction is the maintenance of a first-class shopping center image, not price regulation; therefore, Landlord agrees that items may be sold, and on occasion be advertised as being sold, at discounted prices as long as Tenant complies with all applicable laws and maintains an image consistent with a first-class shopping center.

6.5 Prohibition on Odors, Distractions. Tenant shall not permit any objectionable noises or odors to emanate from the Demised Premises; nor place or permit any radio, television, loudspeaker or amplifier on the roof or outside the Demised Premises or where the same can be seen or heard from outside the building; nor place any antenna, equipment, awning or other projection on the exterior of the Demised Premises; nor take any other action which would constitute a nuisance or would disturb or endanger other tenants of the Shopping Center or unreasonably interfere with their use of their respective demised premises; nor commit or permit any unlawful or immoral practice to be carried on

or committed on the Demised Premises; nor do anything which would tend to injure the reputation of the Shopping Center.

6.6 Care of Demised Premises. Tenant shall take good care of the Demised Premises and keep the same free from waste at all times. Tenant shall not overload the floors in the Demised Premises, nor deface or injure the Demised Premises. Tenant shall keep the Demised Premises and sidewalks, service-ways and loading areas adjacent to the Demised Premises neat, clean and free from dirt, rubbish, ice or snow at all times. Tenant shall store all trash and garbage within the Demised Premises, or in a trash dumpster or similar container approved by Landlord as to type, location and screening; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Except for armored car deliveries incident to Tenant's business to be conducted on the Demised Premises, receiving and delivery of goods and merchandise and removal of garbage and trash shall be made any manner or area prescribed by Landlord from time to time. Tenant shall not operate an incinerator or burn trash or garbage within the demised premises area.

6.7 Displays. Tenant shall maintain all display windows in a neat, attractive condition, and shall keep all display windows, exterior electric signs and exterior lighting under any canopy in front of the Demised Premises lighted from sundown until 10:00 p.m., unless prevented by causes beyond the control of Tenant.

6.8 Compliance With Laws. Tenant shall procure and maintain in force at its sole expense any permits and licenses required for the transaction of business in the Demised Premises and otherwise shall comply with all applicable laws, ordinances and governmental regulations.

ARTICLE VII

MAINTENANCE AND REPAIR

7.1 Landlord's Maintenance Obligations. Subject to the provisions of Article XV and Article XVI of this lease, Landlord shall keep the foundation, the exterior walls (except plate glass, windows, doors, door closure devices and other exterior openings; window and door frames, molding, locks and hardware, special store fronts; lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures; signs, placards, decorations or advertising media of any type; and interior painting or other treatment of interior or exterior walls), roof of the Demised Premises, in good repair. Landlord shall maintain common trunk electrical, plumbing, and sewerage lines which are not exclusive to the Demised Premises. Landlord, however, shall not be required to make any repairs occasioned by the act or omission or negligence of Tenant, its agents, employees, subtenants, licensees and concessionaires (including, but not limited to, roof leaks resulting from Tenant's installation of air conditioning equipment or any other roof penetration or placement). In the event that the Demised Premises become in need of repairs required to be made by Landlord hereunder, Tenant shall give written notice thereof to Landlord; and Landlord shall not be responsible in any way for failure to make any such repairs until a reasonable time shall have elapsed after receipt by Landlord of such written notice (provided further if Landlord has commenced any such repair within a reasonable time after Landlord's receipt of any such notice and is diligently pursuing such repair, then the time for completion for such repair shall be reasonably extended.)

7.2 Tenant's Maintenance Obligations. Tenant shall keep the Demised Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Demised Premises free of insects, rodents, vermin and other pests and make all needed repairs and replacements, including replacement of cracked or

broken glass, except for repairs and replacements required to be made by Landlord under the provisions of Section 7.1. Without limiting the coverage of the previous sentence, it is understood that Tenant's responsibilities therein include the repair and replacement of all lighting, heating, air conditioning, plumbing and other electrical, mechanical and electromotive installation, equipment and fixtures and also include all utility repairs in ducts, conduits, pipes and wiring, and any sewer stoppage located in, under and above the Demised Premises. Tenant agrees to have the air conditioning and heating equipment serviced and maintained on a regular basis. Landlord may elect to engage a maintenance service for roof-mounted HVAC units, and Tenant shall pay to Landlord the cost of such servicing as additional rent. In the event the Demised Premises become in need of repairs required to be made by Tenant hereunder, Landlord shall give written notice thereof to Tenant. If any repairs required to be made by Tenant hereunder are not made within a reasonable period after written notice or, if in the reasonable judgment of Landlord such repairs require immediate attention, at any time and without notice delivered to Tenant by Landlord, Landlord, upon not less than ten (10) days' prior written notice, may at its option make such repairs without liability to Tenant for any loss or damage which may result to its stock or business by reason of such repairs; and Tenant shall pay to Landlord upon demand, as additional rental hereunder, the cost of such repairs plus 20% of said cost for Landlord's overhead. However, if Landlord does make an emergency repair which would otherwise have been Tenant's responsibility, Landlord agrees to waive the above-mentioned 20% overhead cost. Reciprocally, if a repair required to be made by Landlord hereunder in the reasonable judgment of Tenant requires immediate attention, Tenant may make such repair at any time and without notice to Landlord, and Landlord will reimburse Tenant for its costs incurred in so doing upon presentation to Landlord of documentation thereof. At the expiration of this lease, Tenant shall surrender the Demised Premises in good condition, excepting reasonable wear and tear and losses required to be restored by Landlord in Section 7.1, Article XIV and Article XV of this lease, and excepting such removal as is permitted pursuant to Section 8.4.

7.3 Mechanics' Liens. Tenant shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in or to the Demised Premises and for all materials furnished for or in connection with such work. Tenant hereby indemnifies and agrees to hold Landlord and the Demised Premises free, clear and harmless of and from all mechanics' liens and claims of liens, and all other liabilities, liens, claims and demands on account of such work. If any such lien shall at any time be filed against the Demised Premises, Tenant shall cause such lien to be discharged of record within ten days after receipt of written notice from Landlord of the filing of such lien, whether by payment, posting of a statutory surety bond with the appropriate court or otherwise. If a final judgment establishing the validity or existence of a lien for any amount is entered, Tenant shall pay and satisfy the same at once. If Tenant shall fail to pay any charge for which a mechanics' lien has been filed, and such lien shall not have been discharged of record as described above, Landlord may, at its option, pay such charge and related costs and interest, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant.

ARTICLE VIII

ALTERATIONS

8.1 Consent to Alterations to Demised Premises. Tenant shall not make any alterations, additions or improvements to the Demised Premises without the prior written consent of Landlord, except for the installation of unattached, movable trade fixtures which may be installed without drilling, cutting or otherwise defacing the Demised Premises. Without limiting the generality of the

immediately preceding sentence, any installation or replacement of Tenant's heating or air conditioning equipment must be effected strictly in accordance with Landlord's instructions.

8.2 Construction in Demised Premises. All construction work done by Tenant within the Demised Premises shall be performed in a good and workmanlike manner free and clear of liens for labor and materials, in compliance with all governmental requirements, and in such manner as to cause no interference with other construction in progress and with the transaction of business in the Shopping Center. Tenant agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from such work, subject to the waiver of subrogation in Article XIII.

8.3 Removal of Improvements. All unattached or removable alterations, additions, improvements and fixtures (defined herein as "Removable Trade Fixtures") which may be made or installed by Tenant upon the Demised Premises may be removed by Tenant before termination or expiration of the Lease Term, provided such removal is accomplished in a good and workmanlike manner, and if not so removed at the expiration of the Lease Term, shall remain upon and be surrendered with the Demised Premises and become the property of Landlord. Removable Trade Fixtures shall include without limitation all of Tenant's interior and exterior signs (including, specifically, the sign(s) installed in accordance with Section 11.1), counters, wall brackets, shelves, mirrors, cash registers and other business machines as well as security glass, metal doors and related security attachments, safes and all terminals. Tenant shall repair any damage caused by the removal of any improvements and shall restore the Demised Premises to their original condition, ordinary wear and tear excepted.

ARTICLE IX

LANDLORD'S RIGHT OF ACCESS

9.1 Landlord's Access. Landlord shall have the right to enter upon the Demised Premises for the purpose of inspecting the same, or of making repairs to the Demised Premises, or of making repairs, alterations or additions to adjacent demised premises, or of showing the Demised Premises to prospective purchasers, lessees or lenders, at times reasonably convenient to Tenant upon not less than twenty-four (24) hours' written notice, except in the event of an emergency, and except as to secured areas in the Demised Premises which shall be entered upon by Landlord only in the company of a representative of Tenant authorized to have access thereto.

9.2 Permitted Landlord Signage. Tenant will permit Landlord to place and maintain "For Rent" or "For Lease" signs on the Demised Premises during the last sixty (60) days of the Lease Term.

9.3 Roof Reserved. Except as to signs approved pursuant to Article X, use of the roof above the Demised Premises is reserved to Landlord.

ARTICLE X

SIGNS

10.1 Permitted Signs. Landlord hereby approves Tenant's standard green background exterior signage. All signs shall be kept by Tenant in good condition and in proper operating order at all times. The Tenant, upon vacation of the Demised Premises, or the removal or alteration of its sign for any reason (other than Landlord's having removed same pursuant to Section 8.3 hereof), shall be responsible for the repair, painting, and/or replacement of the building fascia surface to its original condition where signs are attached.

ARTICLE XI

UTILITIES

11.1 Furnishing of Utilities. Landlord agrees to cause to be provided to the Demised Premises the necessary mains, conduits and other facilities necessary to supply water, gas (if deemed appropriate by Landlord), electricity, telephone service and sewerage service to the Demised Premises.

11.2 Payment for Utilities. Tenant shall promptly pay all charges for electricity, water, gas, telephone service, sewerage service and other utilities furnished to the Demised Premises. Landlord may, if it so elects, furnish one or more utility services to Tenant, and in such event Tenant shall purchase the use of such services as are tendered by Landlord, and shall pay on demand as additional rental the rates established therefor by Landlord which shall not exceed the rates which would be charged for the same services if furnished directly by the local public utility companies. Landlord may at any time discontinue furnishing any such service without obligation to Tenant other than to connect the Demised Premises to the public utility, if any, furnishing such service.

11.3 No Liability for Interruption. Landlord shall not be liable for any interruption whatsoever in utility services not furnished directly by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes beyond the control of Landlord. Landlord shall use Landlord's reasonable efforts to cause any utility services furnished by Landlord to be resumed after the interruption thereof. Any interruption in services described in this Section shall not under any circumstances be construed or deemed an eviction, actual or constructive, of Tenant from the Demised Premises, or any portion thereof, nor shall any such interruption entitle Tenant to damages or an abatement of Rental or other charges which this Lease requires Tenant to pay.

ARTICLE XII

INSURANCE COVERAGE

12.1 Landlord's Insurance. Landlord shall procure and maintain throughout the Lease Term a policy or policies of insurance, at its sole cost and expense (but subject to Article V above), causing the demised premises to be insured against loss or damage in an amount and of such coverage as are satisfactory to and approved by Landlord and/or Landlord's lender(s).

12.2 Tenant's Insurance. Tenant shall procure and maintain throughout the Lease Term a policy or policies of insurance, at its sole cost and expense, causing Tenant's leasehold improvements, fixtures and contents to be insured under standard fire and extended coverage insurance and, with regard to liability insurance, insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Demised Premises, or by the condition of the Demised Premises. The limits of Tenant's liability policy or policies shall be in an amount not less than \$1,000,000 per occurrence, and shall be written by insurance companies reasonably satisfactory to Landlord. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be delivered to Landlord within ten (10) days of the Commencement Date or on the date Tenant occupies the Demised Premises, whichever is earlier, and the original renewal certificate for such insurance policy shall be delivered to Landlord at least twenty (20) days prior to the expiration date of such insurance policy. If Tenant fails to comply with the foregoing requirement relating to

insurance within ten (10) days after receipt of notice thereof from Landlord, Landlord may but shall not be obligated to obtain such insurance and Tenant shall pay to Landlord on demand as additional rental hereunder the premium cost thereof.

ARTICLE XIII

WAIVER OF LIABILITY AND OF SUBROGATION

13.1 Waiver of Landlord's Liability. Landlord and Landlord's agents and employees shall not be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any injury to person or damage to property caused by the Demised Premises becoming out of repair or by defect or failure of any structural element of the Demised Premises or of any equipment, pipes or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Demised Premises (except where due to Landlord's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs), nor shall Landlord be liable to Tenant, nor to Tenant's employees, agents or visitors, nor to any other person whomsoever, for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Shopping Center or of any other persons whomsoever, excepting only intentionally tortious or negligent acts or omissions of duly authorized employees and agents of Landlord. Landlord shall not be liable to Tenant or to Tenant's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Demised Premises or the Common Area caused by the negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaires, or arising out of the use of the Demised Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations under this lease; and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any loss, expense or claims arising out of such damage or injury, subject to Section 13.2.

13.2 Waiver of Subrogation. Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under standard fire and extended coverage insurance.

13.3 Indemnity. Tenant hereby agrees to defend, pay, indemnify, and save free and harmless, Landlord from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor or anyone whomsoever and from and against any and all costs and expenses, including reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from the Demised Premises or occasioned wholly or in part through the use and occupancy of the Demised Premises or any improvements therein or appurtenances thereto, or by any act of omission or negligence of Tenant or any subtenant, concessionaire or licensee of Tenant, or their respective employees, agents, or contractors in, upon, at or from its or their negligence. Tenant and all those claiming by, through, or under Tenant shall store their property in and shall occupy and use the Demised Premises and any improvements therein and appurtenances thereto and all portions of the Shopping Center solely at their own risk and Tenant and all those claiming by, through, or under Tenant hereby release Landlord to the full extent permitted by law, from all claims of every kind. Landlord shall not be responsible or liable for damages at any time for any defects, latent or otherwise, in the demised premises or any of the equipment, machinery, utilities, appliances, or apparatus therein, nor shall Landlord be responsible or liable for damages at any time

for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through, or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing up of water, steam, gas, sewage, snow, or ice in any part of the Demised Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements in the demised premises, or any of the equipment, fixtures, machinery, appliances, or apparatus therein. If Tenant shall default in any of the terms of this lease, Landlord shall be entitled to recover from Tenant all costs and expenses that it may incur in enforcing the terms of this lease, including reasonable attorneys' fees. Tenant expressly acknowledges that all of the foregoing provisions of this Section shall apply and become effective from and after the date Landlord shall deliver possession of the Demised Premises to Tenant.

ARTICLE XIV

CASUALTY DAMAGES

14.1 Notice of Casualty. Tenant shall give immediate written notice to the Landlord of any damage caused to the Demised Premises by fire or other casualty.

14.2 Termination as a Consequence of Casualty. In the event that the Demised Premises are damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance and neither Landlord nor Tenant elects to terminate this lease as hereinafter provided, Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Demised Premises. In the event (a) the building in which the Demised Premises are located is destroyed or substantially damaged by a casualty not covered by the insurance required to be carried by Landlord pursuant to this lease, or (b) such building is destroyed or rendered untenable to an extent in excess of fifty percent of the first floor area by a casualty covered by insurance required to be carried by Landlord pursuant to this lease, or (c) the holder of a mortgage, deed of trust or other lien on the Demised Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord's insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord may elect either to terminate this lease or to proceed to rebuild and repair the Demised Premises. Landlord shall give written notice to Tenant of such election within sixty (60) days after the occurrence of such casualty and, if it elects to rebuild and repair, shall proceed to do so with reasonable diligence and at its sole cost and expense. In the event there are less than six (6) months remaining in the Lease Term, or in the event that Tenant reasonably determines that Tenant's operations in the Demised Premises will be materially impaired for a period of thirty (30) days or more, then Tenant may elect to terminate this lease. Tenant shall give Landlord notice of such election within thirty (30) days after the occurrence of such casualty.

14.3 Landlord's Obligation to Repair. Landlord's obligation to rebuild and repair under this Article XIV shall in any event be limited to restoring the Demised Premises to substantially the condition in which the same existed prior to such casualty, exclusive of any alterations, additions, improvements, fixtures and equipment installed by Tenant. Tenant will proceed with reasonable diligence and at Tenant's sole cost and expense to restore, repair and replace all alterations, additions, improvements, fixtures, signs and equipment installed by Tenant.

14.4 Rent Reduction. Tenant agrees that during any period of reconstruction or repair of the Demised Premises, it will continue

the operation of its business within the Demised Premises to the extent practicable. During the period from the occurrence of the casualty until Landlord's repairs are completed, the Rental and shall be abated proportionately as to that portion of the Demised Premises rendered untenable.

ARTICLE XV

EMINENT DOMAIN

15.1 Termination for Substantial Taking of Demised Premises. If thirty percent (30%) or more of the floor area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective on the date physical possession is taken by the condemning authority.

15.2 Rent Reduction for Taking of Demised Premises. If less than thirty percent (30%) of the floor area of the Demised Premises is taken as aforesaid, this lease shall not terminate; however, the Rental, Tenant's Proportionate Share of Real Estate Charges, and Tenant's Proportionate Share of Insurance Expense payable hereunder shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority. Following such partial taking and to the extent of the proceeds received by Landlord as a result of such partial taking, Landlord shall make all necessary repairs or alterations to the remaining Demised Premises.

15.3 Termination on Any Taking of Demised Premises. Notwithstanding the foregoing provisions of this Article XVI, if any portion of the Demised Premises or the Common Area is taken, as aforesaid, in the event there are less than six (6) months remaining in the Lease Term, or in the event Tenant reasonably determines that Tenant's operations in the Demised Premises will be materially impaired for a period of thirty (30) days or more, then Tenant may elect to terminate this lease. Tenant shall give Landlord notice of such election within thirty (30) days of the occurrence of such taking.

15.4 Condemnation Award. All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) of the Demised Premises or Common Area shall be the property of Landlord, and Tenant hereby assigns its interest in any such award to Landlord; provided, however, Tenant shall have the right to maintain a separate action to recover, and Landlord shall have no interest in any separate award made to Tenant for, Tenant's moving and relocation expenses or for the loss of Tenant's fixtures and other tangible personal property if a separate award for such items is made to Tenant.

ARTICLE XVI

ASSIGNMENT AND SUBLETTING

16.1 Assignment and Subletting. Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the Demised Premises or any part thereof, or grant any license, concession or other right of occupancy of any portion of the Demised Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. However, Tenant may assign or transfer this lease or sublease the Demised Premises to a wholly-owned subsidiary or other affiliate controlling, controlled by or under common control with Tenant without the prior written consent of Landlord. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings.

16.2 Continued Liability of Tenant. Notwithstanding any assignment or subletting, Tenant shall at all times remain fully and primarily responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Landlord's approval has been obtained for such future assignments and sublettings).

16.3 Transfer of Landlord's Interest. In the event of the transfer and assignment by Landlord of its interest in this lease and in the building containing the Demised Premises to a person assuming Landlord's obligations under this lease (including liability for security and escrow deposits made by Tenant to Landlord hereunder), Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of obligations of Landlord hereunder. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

16.4 Assignment Approval. In making its reasonable determination as to whether to approve an assignment, Landlord may consider the relative business experience, financial strength, cash position, and specific experience in this business, among other factors of the Tenant and its proposed assignee.

ARTICLE XVII

SUBORDINATION; ATTORNMENT; ESTOPPELS

17.1 Subordination and Attornment. Tenant accepts this lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter placed upon the Shopping Center or any portion of the Shopping Center which includes the Demised Premises, and to any renewals, extensions, modifications and consolidations thereof. Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust or other lien hereafter placed upon the Demised Premises or the Shopping Center as a whole, and Tenant agrees upon demand to execute such further instruments subordinating this lease as Landlord may request. The foregoing agreements of Tenant are conditioned upon the agreement of such mortgagee, and Landlord agrees that, upon Tenant's written request and notice to Landlord, Landlord shall use good faith efforts to obtain from any such mortgagee a written agreement, that the rights of Tenant shall remain in full force and effect during the Lease Term so long as Tenant shall continue to recognize and perform all of the covenants and conditions of this lease.

17.2 Default Notice to Landlord's Mortgagee. At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Demised Premises has given Tenant written notice of its interest in this lease, Tenant may not exercise any remedies for default by Landlord hereunder unless and until the holder of the indebtedness secured by such mortgage, deed of trust or other lien shall have received written notice of such default and a reasonable time (not less than 30 days) shall thereafter have elapsed without the default having been cured.

17.3 Estoppels. Tenant agrees that it will from time to time (and in any event not more than three times in any calendar year) and within ten days of receipt of a written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify Tenant and this lease, shall certify 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 so

modified), shall confirm that Landlord is not in default as to any obligations of Landlord under this lease (or if Landlord is in default, specifying any default), shall confirm Tenant's agreements contained above in this Article XVIII, shall set forth the amount of Rental or other sums, if any, paid by Tenant in advance and shall contain such other information or confirmations as Landlord may reasonably require.

ARTICLE XVIII

DEFAULT, REMEDIES, AND DETERMINATION OF DAMAGES

18.1 Event of Default. The following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant shall fail to pay any installment of rental or any other obligation hereunder involving the payment of money and such failure shall continue for ten (10) days after Landlord shall have delivered written notice thereof to Tenant; provided, however, that Tenant shall not be entitled to more than three notices for monetary defaults during any twelve month period, and if thereafter, any rental or any other amount is not paid when due, an event of default shall be considered to have occurred without notice from Landlord.

(b) Tenant shall fail to comply with any term, provision or covenant of this lease, other than as described in subsection (a) above and such failure shall continue for thirty (30) days after Landlord shall have delivered written notice thereof to Tenant.

(c) Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

(d) Tenant shall file a petition under any section or chapter of the federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant.

(e) A receiver or Trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant.

18.2 Landlord's Remedies for Default. Upon the occurrence of any such events of default, Landlord shall have the option to pursue any one or more of the following remedies, which remedies shall be cumulative and shall be in addition to every other right or remedy provided for herein or at law or in equity, and the exercise or beginning of exercise by Landlord of any one or more rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies of Landlord:

(a) Without any notice or demand whatsoever other than as specified in Section 19.1 hereof, Landlord may take any one or more of the actions permissible at law to insure performance by Tenant of Tenant's covenants and obligations under this lease.

(b) Landlord may terminate this lease by written notice to Tenant, in which event Tenant shall immediately surrender the Demised Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefor.

18.3 Landlord's Continued Remedies. If Tenant shall default under this lease, Landlord shall have the following rights and remedies, in addition to all other remedies at law or equity, and none of the following, whether or not exercised by Landlord, shall preclude the exercise of any other right or remedy whether herein set forth or existing at law or equity:

(a) Landlord shall have the right to terminate this lease by giving Tenant written notice at any time. No act by or on behalf of Landlord, such as entry of the Demised Premises by Landlord to perform maintenance and repairs and efforts to relet the Demised Premises, other than giving Tenant written notice of termination, shall terminate this lease. If Landlord gives such notice, this lease shall terminate on the date specified in such notice without the necessity of reentry or any other act on Landlord's part. If this lease is terminated, Tenant shall be and remain liable to Landlord for damages as hereinafter provided and Landlord shall be entitled to recover forthwith from Tenant as damages an amount equal to the total of: (a) all rent and other sums accrued and unpaid at the time of termination of the lease, plus interest thereon at the rate of 18% per annum; (b) the amount of rent and all other sums that would have been payable hereunder if the lease had not been terminated, less the net proceeds, if any, of any reletting of the Demised Premises, after deducting all expenses in connection with such reletting, including, but without limitation, all repossession costs, brokerage commissions, tenant inducements, legal expenses, attorneys' fees, alteration, remodeling and repair costs, expenses of employees, and expenses of preparation for such reletting, which damages Tenant shall pay to Landlord on the days on which the rent and other sums would have been payable if the lease had not been terminated, or, alternatively, at Landlord's option, an amount equal to the present value (discounted at the rate of 6% per annum) of the balance of the rent and other sums payable for the remainder of the stated term after the termination date less the present value (discounted at the same rate) of the reasonable rental value of the Demised Premises for such period (taking into account the time likely to be needed to relet the Demised Premises), plus all of Landlord's expenses incurred in reletting (or attempting to relet) the Demised Premises, including, but without limitation, the expenses enumerated above; and (c) all of Landlord's expenses incurred in repossessing the Demised Premises and all other amounts necessary to compensate Landlord fully for all damage caused by Tenant's default.

(b) Landlord may, without demand or notice, reenter and take possession of the Demised Premises or any part thereof, and repossess the same as the Landlord's former estate and expel Tenant and those claiming through or under Tenant, and remove the effects of any and all such persons (forcibly, if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants. If Landlord elects to reenter as provided in this Section, or if Landlord takes possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may, from time to time, without terminating this lease, relet the Demised Premises or any part thereof for such term or terms and at such rental or rentals as Landlord, in its absolute discretion, shall elect, and upon such other conditions as Landlord may in its absolute discretion deem advisable, including the giving of rent concessions and other concessions, with the right to make alterations and repairs to the Demised Premises. No such reentry, repossession or reletting of the Demised Premises by Landlord shall be construed as an election on Landlord's part to terminate this lease unless a written notice of termination is given to Tenant by Landlord. No such reentry, repossession or reletting of the Demised Premises shall relieve Tenant of its liability and obligations under this lease, all of which shall survive such reentry, repossession or reletting. Upon the occurrence of such reentry or repossession, Landlord shall be entitled to the amount

of the monthly rent, and all other sums, which would be payable hereunder if such reentry or repossession had not occurred, less the net proceeds, if any, of any reletting of the Demised Premises after deducting all of Landlord's expenses in connection with such reletting, including, but without limitation, the expenses enumerated in (a) above. Tenant shall pay such amounts to Landlord on the days on which the rent and other sums due hereunder would have been payable hereunder if possession had not been retaken. In no event shall Tenant be entitled to receive the excess, if any, of net rent collected by Landlord as a result of any reletting over the sums payable by Tenant to Landlord hereunder. If this lease is terminated as a result of Landlord's actions in retaking possession of the Demised Premises or otherwise, Landlord shall be entitled to recover damages from Tenant as provided in (a) above.

(c) Landlord shall have the right to recover from Tenant the rents and damages provided for above by suit or suits brought from time to time without Landlord's being required to wait until the expiration of the term of this lease, or if this lease is terminated, the date on which such expiration would have occurred. If Landlord shall default in making any payment required to be made by Tenant (other than payments of rent) or shall default in performing any other obligations of Tenant under this lease, landlord may, but shall not be obligated to, make such payment or, on behalf of Tenant, expend such sums as may be necessary to perform such obligation. All sums so expended by Landlord with interest thereon shall be repaid by Tenant to Landlord on demand. No such payment or expenditure by Landlord shall be deemed a waiver of Tenant's default nor shall it affect any other remedy of Landlord by reason of such default. Whenever Tenant shall be required to make payment to Landlord of any sum with interest, interest shall be payable from the date such sum is due until paid, at an interest rate of 18%. As used in this lease, the terms "reenter," "reentry," "take possession," "repossess" and "repossession" are not restricted to their technical legal meaning.

18.4 Accord and Satisfaction. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent due hereunder shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy available to Landlord.

18.5 Compensation to Landlord. It is further agreed that, in addition to payment required pursuant to Sections 18.2(a) and 18.2(b) above, Tenant shall compensate Landlord for all expenses incurred by Landlord in repossessing (including, among other expenses, any increase in insurance premiums caused by the vacancy of the Demised Premises), all expenses incurred by Landlord in reletting (including, among other expenses, repairs, remodeling, replacements, advertisements and brokerage fees), all concessions granted to a new tenant upon reletting (including, among other concessions, renewal options), all losses incurred by Landlord as a direct or indirect result of Tenant's default (including, among other losses, any adverse reaction by Landlord's mortgagee or by other tenants or potential tenants of the Shopping Center) and Landlord's pursuing the rights and remedies provided herein and under applicable law.

18.6 Tenant's Remedies for Default. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any laws granting it a lien upon the property of Landlord and/or upon rent due Landlord), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have a reasonable period, but in no event less than thirty (30) days, in which to commence to cure any such

default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof.

ARTICLE XIX

WAIVER OF LANDLORD'S LIEN

Landlord hereby waives any and all liens for the benefit of landlords arising at law or in equity.

ARTICLE XX

HOLDING OVER

In the event Tenant or anyone claiming under Tenant remains in possession of the Demised Premises after the expiration of this lease and without the execution of a new lease or without Landlord's written consent, it shall be deemed to be occupying the Demised Premises as a tenant from month to month at a rental equal to the rental herein provided plus fifteen percent (15%) of such amount and otherwise subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XXI

NOTICES

21.1 Notice. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when actually received by the designated addressee or, if earlier and regardless of whether actually received or not, forty-eight (48) hours after the same is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at Tenant's address or Landlord's address, as applicable.

21.2 Parties. If and when included within the term "Landlord" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments to the Landlord; if and when included within the term "Tenant" as used in this instrument there are more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such a notice specifying some individual at some specific address for the receipt of notices and payment to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice or payment. In addition, Tenant agrees that notices to Tenant may be given by Landlord's attorney, property manager or other agent.

ARTICLE XXII

OPTION TO EXTEND

Provided that Tenant is not then in default under this lease, Tenant at its option may extend the Lease Term for two (2) additional terms of 3 years each by serving written notice thereof upon Landlord at least three (3) months prior to the expiration of each Lease Term. Such extended Lease Term shall commence upon the expiration date of the initial Lease Term, expire upon the annual anniversary of each such date 3 years thereafter, and be upon the same terms, covenants, and conditions as provided

in this lease for the initial Lease Term, except that the Rental payable during the each extended Lease Term shall be at the market rate to be negotiated between the Tenant and the Landlord at the commencement of each such extended term, which rate shall not exceed 115% of the guaranteed minimum rent in effect at the time of renewal. Payment of the Tenant's Proportionate Share of Insurance Expenses and Real Estate Charges required to be made by Tenant as provided in this lease for the initial Lease Term shall continue to be made during such extended Lease Term. Any termination of this lease during the initial term shall terminate all rights of extension hereunder.

ARTICLE XXIII

MISCELLANEOUS

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

23.2 Disclaimer of Course of Conduct. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

23.3 Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, except with respect to the payment of money, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Landlord or Tenant.

23.4 Severability. If any provision of this lease is held to be invalid and unenforceable, the validity and enforceability of the remaining provisions of this lease shall not be affected thereby.

23.5 Governing Law. The laws of the State of Oklahoma shall govern the interpretation, validity, performance and enforcement of this lease. Venue for any action under this lease shall be the county in which rentals are due pursuant to Article IV of this lease.

23.6 Captions. The captions used herein are for convenience only and do not limit or amplify the provisions hereof.

23.7 Interpretation. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other gender.

23.8 Successors and Assigns. The terms, provisions and covenants contained in this lease shall apply to, inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors in interest, permitted assigns and legal representatives except as otherwise herein expressly provided.

23.9 Entire Agreement. This lease contains the entire agreement between the parties, and no brochure, rendering, information and/or correspondence shall be deemed to be a part of this agreement unless specifically incorporated herein by reference. In addition, no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought. All prior conversations or writings are merged herein and extinguished.

23.10 Legal Fees. If on account of any breach by either party hereunder, the other party employs an attorney or incurs other expenses to enforce or defend any of that party's rights hereunder, if that party shall prevail in a final judgment, the non-prevailing party shall pay to the other party all reasonable attorney's fees and other expenses incurred by such other party.

23.11 No Competition. Landlord agrees not to lease any other space in the Shopping Center to a tenant whose primary source of revenue is the cashing of third-party or government checks and/or the sale of money orders during the Lease Term or any extension thereof; provided, however, that Landlord may lease space in the Shopping Center to one or more banks or savings and loan associations.

23.12 Tenant's Right to Audit. Provided Tenant is not then in default under this lease, Tenant reserves the right, at its sole cost and expense, upon not less than 48 hours' prior notice, and during normal business hours, to conduct examinations of the books and records maintained by Landlord for purposes of verifying the Common Area Maintenance Costs, Insurance Expenses, Real Estate Charges, and Tenant's Proportionate Share thereof. If Tenant disputes any such amount, an audit as to the proper amount made by a nationally recognized independent certified public accounting firm selected by Landlord shall be final and conclusive. If such audit discloses a discrepancy of more than five percent (5%) of any of such items, Landlord shall reimburse to Tenant the cost of such audit on demand. Any adjustments necessitated by such audit shall promptly be made by Landlord and Tenant.

23.13 Continued Visibility. During the term of this Lease, Landlord shall not erect any improvements in the Shopping Center, including the Common Area, which would reduce the present visibility of the demised premises from the public street or streets which adjoin the shopping center or are otherwise located nearby.

23.14 Language Construction. The language in all parts of this lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. The caption of each Section is added as a matter of convenience only and shall be considered of no effect in the construction of any provision(s) of this lease.

23.15 Liquor Licenses. Tenant shall not oppose or object to the application for or the issuance of liquor licenses, by or to Landlord or any other tenant in the Shopping Center, with respect to any premises located within the Shopping Center.

23.16 Net Lease. Except for Landlord's obligations to perform maintenance and repairs to the Common Area, this lease is and shall be absolutely net to Landlord, so that Landlord shall receive the fixed rent reserved herein net of all other charges, costs and expenses.

23.17 Security. Tenant acknowledges that Tenant will be conducting a business on the Demised Premises involving large amounts of cash on hand. Tenant acknowledges that Tenant has made its own evaluation of the suitability of the Demised Premises for the conduct of Tenant's business, that Landlord has made no

representations or warranties with respect to the suitability of the Demised Premises for the conduct of Tenant's business, whether with respect to the adequacy of security or otherwise, and that Tenant has not relied on any such representation, warranty or other inducement by Landlord, its agents or employees with respect to such suitability. Tenant shall be responsible for maintaining the security of the Demised Premises.

23.18 Environmental Hazards. Notwithstanding anything to the contrary contained within this Lease, Landlord hereby indemnifies Tenant against any and all damages, including without limitation personal injury claims (as well as the cost of defending against same) and loss of profits by Tenant due to disruption of business, suffered by Tenant due to an environmental hazard associated with the Demised Premises. Further, Landlord agrees to notify Tenant as soon as possible upon learning of a potential environmental

EXECUTED as of the latest date accompanying a signature by Landlord or Tenant below.

LANDLORD: Chris Salyer

By *Chris M. Salyer*
Title OWNER
Date of Signature 12/9/94

ATTEST or WITNESS

[Signature]

TENANT: Ace Cash Express, Inc.

By *R. E. McCarty Sr VP*
R. E. McCarty,
Senior Vice President,
Operations

ATTEST or WITNESS

Date of Signature 11/25/94