LEASE AGREEMENT

1. **PARTIES.**

THIS AGREEMENT, made this 10th day of January, 2022, by and between **Luning Prak, LLC**, a Colorado Limited Liability Company, 1625 Sonny Schulz Blvd., Stevensville, MD 21666 (herein referred to as "Lessor") and **Goodwill Industries of Delaware and Delaware County, Inc.**, a Delaware corporation, having an address at 300 East Lea Boulevard, Wilmington, Delaware 19802 (hereinafter referred to as "Lessee"), said parties intending to be legally bound to the following:

2. **DEMISED PREMISES.**

a. **WITNESSETH THAT**: Lessor does hereby demise and let unto Lessee approximately an 85,560 square feet of space heretofore leased to Lessee during the previous Lease Agreement and Lease Amendment with Lessor.

b. **USAGE.** The demised premises shall be used and occupied as a warehouse transportation center, donation/recycling center, ecommerce facility and outlet store servicing the State of Delaware and Delaware County. Portions of the facility will also be used for training of consumers in a career development program, and other ancillary sales and operation uses for Goodwill of Delaware and Delaware County, and for any other purpose not otherwise prohibited by applicable laws, regulations or other terms of this Lease.

3. **TERM.**

The term of this Lease Agreement (hereinafter "Lease") shall be for a period of approximately five (5) years commencing on January 1, 2022 and terminating upon December 31, 2026, unless the Lessee opts to renew the Lease for an additional five (5) year term based on market conditions at the time and provided Lessee is in good standing with Lessor.

4. **MINIMUM RENT.**

Minimum rent shall be payable as follows:

Period	Basic Rental Rate (sq/ft)	Period Basic Rental	Monthly Rental Amount
1/1/22 – 12/31/22	[redacted]		
1/1/23 – 12/31/23			
1/1/24 – 12/31/24			
1/1/25 – 12/31/25			
1/1/26 – 12/31/26			

Upon the signing of this Lease, Lessee shall be entitled to two (2) months free rent being February and March, 2022. Regular rental payments shall commence on April 1, 2022. The January 2022 rent was paid on the basis of 2021 rents and the amount to be actually due and paid shall be adjusted between the parties.

Said minimum rent shall be paid in advance in equal, consecutive monthly installments on the first day of each and every month during the term of this Lease. The first installment shall be paid upon execution hereof. If the Commencement date is not the first day of a calendar month, the first installment of minimum rent shall be prorated accordingly.

5. **ADDITIONAL RENT**.

The parties intend that the rent payable hereunder shall be an absolutely net return to Lessor for the term of this Lease, undiminished by the taxes or any of them or any part thereof, or any other carrying charges, maintenance charges, repairs, or any other charges of any kind or nature whatsoever, except Lessor's federal and state income taxes.

a. Damages for Default. Lessee agrees to pay as rent, in addition to the minimum rental herein reserved, any sums which may become due by reasons of the failure of Lessee to comply with the covenants of this Lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this Lease and each of them, and also all damages to the demised premises caused by any act or neglect of the Lessee.

Lessee further agrees to pay as additional rent in addition to the minimum rental herein reserved:

b. Taxes. Seventy percent (70%) of all governmental charges, impositions, assessments and taxes assessed on or imposed upon the land and building, which constitute the assessment of the Property. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last tax fiscal years covered by the term hereof. Lessor shall promptly forward to Lessee all bills received by Lessor for taxes which Lessee is required by the provision of this Lease to pay, and which shall be assessed or levied against Lessor. Lessee shall promptly, within TEN (10) DAYS after receipt of said bill from Lessor, pay the amount specified in said bill to Lessor. Lessee agrees, however, that any failure on the part of Lessor to submit to Lessee bills received by Lessor for taxes shall not be deemed a waiver, abrogation or limitation of Lessee's obligation to pay all taxes imposed on the demised premises as above provided.

c. Insurance.

i. Seventy percent (70%) of all premiums for Comprehensive General Liability Insurance, obtained by Lessor, protecting Lessor against any claim resulting from any injury or damage to any person or property occurring in, on, or about the Property. Said insurance shall be in such amounts as Lessor shall require.

ii. One hundred percent (100%) of all premiums for full rental value insurance, which shall be at one hundred percent (100%) of the annual rental and other charges due as additional rent payable hereunder by Lessee. Said insurance shall be obtained by Lessor.

iii. Seventy percent (70%) of premiums for insurance obtained by Lessor, against loss with respect to the buildings and improvements on the Property, excluding Lessee's work and improvements by fire and such other hazards, casualties and contingencies as are usually covered by an all-risk form of policy. The fire insurance and extended coverage insurance together with such other insurance as Lessor shall be required to maintain in connection with the Property shall be at all times in an amount equal to the full replacement value of the improvements on the Property, exclusive of Lessee's work and improvements.

iv. The premiums payable under (iii) above shall be adjusted to reflect any disproportionate increase thereof which shall be as a result of Lessee's use or occupancy of the Property or of the terms and conditions set out in Sections 6(c)(v) and 9(g) hereof. Lessee further agrees that any failure on the part of Lessor to submit to Lessee bills for said insurance premium payments shall not be deemed a waiver, abrogation or limitation to pay said insurance premiums imposed in accordance with this section. Lessor shall bill Lessee for all insurance under this section and Lessee shall pay said bill to Lessor within TEN (10) DAYS of receipt of a bill therefor.

v. Lessee further agrees to pay Lessor as additional rent all increases in fire insurance premiums upon the demised premiums and/or the buildings of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business. Lessee further agrees to comply, at its own cost and expense, with any recommendation, rule or regulation of any authorized insurance rating bureau which will enable the Lessor to effect a reduction in the fire insurance rate on the building of which the herein demised premises is a part or on the contents therein.

d. Utilities. Lessee shall pay seventy percent (70%) to common area electric and water and Lessee shall pay one hundred percent (100%) of all utilities supplied to or consumed upon or within the Lessee space and billed directly to Lessee.

e. Cost of Operations. Lessee further agrees to pay as additional rent, within ten (10) days of presentation of a bill therefore, seventy percent (70%) of Lessor's cost for operating the common area of the Property including, but not limited to, painting, lighting, replacement, resurfacing, maintenance, repair, and landscaping of the parking area, walks and ways, building exterior, inspections and any other costs of operating and maintaining the Property, utility lines, and local or municipal fire protection or hydrant charges and snow removal. Any items that are classified as a Capital Expense under generally accepted accounting principals shall be amortized over their estimated useful and only such amortized portion of such cost shall be included in the Cost of Operations for each year.

f. Budgetary Payments. With respect to Lessee's obligation to pay real estate taxes and insurance as set forth in Section 6(b) and (c) above, Lessor shall have the right to bill

Lessee monthly on a budgetary basis, in advance, based on the previous fiscal year's bill, for such charges to that Lessor has, in hand, approximately seventy percent (70%) of the tax and insurance bills at the time the actual bills are received. Lessor shall bill or refund any differences between the budgetary amounts and the actual bill at that time. With regard cost of operation charges pursuant to Section 6(e) above, Lessor shall have a right to bill same on a monthly, quarterly, or annual basis, as it chooses, while collecting a budgetary amount each month so that Lessor has in hand approximately one hundred percent (100%) of the actual bill when received. Lessor shall make an appropriate reconciliation at the end of each Lease year.

g. Payment of Rent. If Lessee disputes the amount of rent or additional rent due under this Lease, Lessee agrees to pay the amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover any excess payment.

6. **PLACE OF PAYMENT**.

All rent shall be payable without prior notice or demand at the office of Lessor's property manager, DSM Commercial Real Estate, 3304 Old Capitol Trail, Wilmington, DE 19808, 302-283-1800, or at such other place as Lessor, or successor Lessor, may from time to time designate by notice in writing.

7. **AFFIRMATIVE COVENANTS OF LESSEE**.

Lessee covenants and agrees that it will, without demand, during the term of this Lease or any renewal hereof:

a. Payment of Rent. Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, and that if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

b. Cleaning, Repairing, etc. Keep the demised premises clean and free from all ashes, dirt and refuse matter, replace all broken glass windows, doors, etc., in the demised premises. Keep all waste and drainpipes from the demised premises open; repair all damage to plumbing in the demised premises; keep the demised premises in good order and repair, reasonable wear and tear expected. Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep them.

c. Plate Glass. Properly insure all plate glass, if any, in the demised premises and immediately replace same, if damaged or broken, at Lessee's own cost and expense.

d. Requirements of Public Authorities. Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessee or its use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure so to do.

e. Fire. Use every reasonable precaution against fire.

f. Rules and Regulations. Comply with rules and regulations of Lessor promulgated as hereinafter provided.

g. Surrender of Possession. Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this Lease, promptly delivering to Lessor at its office all keys for the demised premises.

h. Notice of Fire. Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

i. Cleaning of Pavement. Lessee shall be responsible for the sweeping, cleaning, and snow and ice removal of all walkways in front of and up to the demised premises. Lessee shall be solely liable for any accidents due or alleged to be due to any accumulation of snow and ice.

j. Utilities. Lessee shall pay for any and all utilities supplied to and used, consumed or imposed upon the demised premises during the term of this Lease and any renewal or extension thereof.

8. **NEGATIVE COVENANTS OF LESSEE**.

Lessee covenants and agrees that it will do none of the following things without the consent in writing of Lessor first had and obtained and such consent shall not be unreasonably withheld or delayed:

a. Use of Demised Premises. Occupy the demised premises in any other manner or for any other purpose than as above set forth.

b. Assignment and Subletting. Assign, mortgage or pledge this Lease or under-let or sublease the demised premises, or any part thereof, or permit any other person, firm, or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sublessee assign, mortgage or pledge this Lease or such sublease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes insolvent or makes an assignment for the benefit of creditors or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant. In the event Lessee is a corporation or partnership, the sale of a controlling interest in the corporation or partnership shall be deemed an assignment under this section.

Notwithstanding the foregoing, Lessee may only sublet all of the herein demised premises provided the business of the sublessee shall be no more hazardous than that of Lessee's present business and shall be consistent, in Lessor's opinion, with other uses in the facility of which the demised premises is a part, and provided further that Lessee shall obtain the prior written approval from Lessor, which approval shall not be unreasonably withheld. However, Lessee shall not be relieved of any responsibility or liability under the terms of this Lease by reason of such subletting. Lessee shall not sublet the demised premises at a rental higher than that as set forth in this Lease.

c. Signs. Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of said demised premises or paint, place, erect, or cause to be painted, placed or erected any sign, projection or devise on or in any part of the demised premises. Lessee shall remove any sign, projection or devise painted, placed or erected, if permission has been granted, and restore the walls, etc., to their former conditions, at or prior to expiration of this Lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any conditions or covenants of this Lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection or devise and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

Lessor and Lessee have agreed that the Lessee may install at its cost the following signs:

i. A monument sign along the curb line, subject to proper setbacks and local municipality approval identifying the Goodwill location and outlet store; and

ii. Donation signs along the side of the building directing clients to the donation location; and

iii. A Goodwill outlet store sign over the entrance to the retail/public portion of the demised premises; and

iv. A Goodwill sign with logo over the entrance to the office portion of the demised premises.

Notwithstanding anything elsewhere herein contained to the contrary, Lessee shall, at Lessee's sole cost and expense, have the privilege of placing or erecting signs and/or plaques upon the herein demised premises and/or the building of which it is a part, which signs and/or plaques shall be similar in size, style, content and location to those of the other Lessees and occupants of the said building. The placing or erecting of such signs and/or plaques shall be subject to and in compliance with any and all laws, statutes, ordinances, rules, regulations and requirements of the municipal and other duly constituted authorities and insurance organizations, park covenants; provided, however, the plans and specifications therefor shall first be submitted to Lessor for written approval as to size, character and location, which approval shall not be unreasonably withheld; and further, provided that upon the expiration of the within terms or any

sooner determination of the Lease, or any renewal or extension thereof, Lessee will, at its own cost and expense, remove such signs and/or plaques and restore the premises as well as the building to its condition prior to the erection thereof, reasonable wear and tear excepted. Lessee shall defend, protect and save Lessor harmless of and from any claims for injuries to persons or damage to property caused by the placing, maintenance, repair or removal of said signs and/or plaques.

d. Alterations/Improvements. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the demised premises at the expiration or sooner termination of this Lease and become the property of Lessor, unless Lessor shall, prior to the termination of this Lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the demised premises to the same good order and condition in which they now are, and during any period after termination required to complete the foregoing Lessee shall be deemed to be a holdover Lessee. Should Lessee fail so to do, Lessor may, at Lessor's option, do so and Lessee agrees to pay as additional rent the cost thereof. Nothing to the contrary withstanding, the Lessee will not be required to remove any improvements or installations it has made to the demised premises as part of the original build-out of the demised premises at the commencement of the Lease.

Notwithstanding the foregoing, Lessee may, at its own cost and expense, make such non-structural alterations and improvements to the demised premises as Lessee may require in connection with Lessee's use thereof, provided such alterations and improvements shall not adversely affect the structural soundness of the building of which the demised premises is a part.

All such alterations and improvements shall be in accordance with plans and specifications to be supplied by Lessee, which plans shall in all instances first be subject to Lessor's approval. Lessee shall provide Lessor with evidence that each contractor has adequate workers compensation insurance and general liability insurance in the amount of at least $2,000,000.00 for injury or death to any person or persons in any one occurrence and property damage to the limit of $100,000.00, together with a certificate from the insurer, who shall be reasonably satisfactory to Lessor, to the effect that such insurance may not be cancelled or substantially modified without at least ten (10) days prior written notice to Lessor. Lessee shall furnish a guaranty by each of Lessee's prime contractors and materialmen, for the benefit of Lessor, Lessee, and such other parties as Lessor shall designate, that all work, materials and equipment will be provided in accordance with plans and specifications and that they will promptly upon notice correct and repair, at their own cost and expense, any deficiency, defect, default or imperfection of materials, equipment or workmanship, which appears within one (1) year after completion of their work or installation.

No work or installation by Lessee at the demised premises shall be done except after filing a waiver of the right to file any lien therefor (commonly known as a "Mechanic's Lien") in the local Prothonotary's office or elsewhere as provided by law, so as to constitute an effective waiver by anyone having a right to file such lien. If any such mechanic's lien, claim or complaint on a mechanic's lien is filed, Lessee shall cause it to be discharged or satisfied within fifteen (15) days of service or upon notice of same, whichever shall be sooner.

In making any approved alterations and improvements, Lessee shall comply with any and all laws, statutes, ordinances, rules, regulations and requirements of the municipal and other duly constituted governmental authorities and insurance organizations, as well as the Americans with Disabilities Act of 1990, as may be amended.

If, as a result of any alteration and/or improvement, which may be made to the demised premises by Lessee either pursuant to this clause or without authorization from the Lessor, any person and/or property shall be injured and/or damages, liability therefor shall be the sole responsibility of the Lessee and Lessee hereby agrees to indemnify and hold Lessor harmless of and from any and all claims of whatever nature arising from or in connection with any such alterations and/or improvements.

Any and all roof penetrations, including installations and repairs, due to Lessee alterations and/or improvements shall be flashed and resealed by Lessor's roofing contractor, so as to not void any warranty.

e. Machinery. Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other Lessees occupying other parts thereof.

f. Weights. Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

g. Fire Insurance. Do or suffer to be done any act, matter or thing objectional to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this Lease, or employ any person or persons objectional to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this Lease) Lessee agrees to pay to Lessor as additional rent any increase of premiums on insurance carried by Lessor or by other Lessees, in the building of which the demised premises is a part, on the demised premises or any part thereof, or on such building caused in any way by the occupancy or conduct of Lessee.

h. Removal of Goods. Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent, which may become due during the entire term of this Lease.

Provided Lessee shall have promptly and faithfully performed all of the covenants herein contained up until the time of the expiration of this Lease or any extension or renewal thereof, Lessee shall have the right to remove trade fixtures installed by Lessee in the herein demised premises during the term of this Lease and any extension or renewal thereof.

Lessee agrees to repair, at its own cost and expense, any damage done to the demised premises by reason of the removal of such trade fixtures.

i. Vacate Demised Premises. Vacate or desert said demised premises during the term of this lease, or permit the same to be empty and unoccupied.

j. Wheeled Vehicles. Use or permit to be used on the demised premises any handtrucks, dollies and/or any other wheeled vehicles unless they are equipped with rubber or urethane tires, or the like.

9. **LESSOR'S RIGHTS**.

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises.

a. Inspection of Demised Premises. At all times by itself or its duly authorized agents to go upon and inspect the demised premises and every part thereof, with reasonable prior notice except in case of an emergency, and/or at its option to make repairs, alterations, and additions to the demised premises or the building of which the demised premises is a part.

b. Rules and Regulations. At any time or times and from time to time to make such rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the demised premises, and for the preservation of good order therein. Such rules and regulations shall, when written notice thereof is given to Lessee, form a part of this Lease.

c. Sale or Rent Sign, Prospective Purchasers or Lessees. To display a "For Sale" sign at any time prior to the expiration of this Lease or a "For Rent", or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the demised premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or Lessees authorized by Lessor may inspect the demised premises at reasonable hours at any time. If, however, Lessee prohibits or refuses to permit Lessor or its agents or any prospective purchasers or Lessees authorized by Lessor to inspect the demised premises as hereinabove mentioned, in that event Lessee shall be held responsible for any loss of rent that may be incurred by Lessor, particularly by reasons of the fact that Lessee shall have prohibited Lessor or its agents, prospective purchasers or Lessees from inspecting the herein demised premises as hereinabove set forth.

d. Shared Utility Closet within Demised Premises. Lessee acknowledges that Lessor has building service equipment contained within a utility closet located in the office space. Equipment is used for fire sprinkler system monitoring, underground lawn irrigation control panel and phone lines. Lessor will require access to equipment for testing, service and repair.

10. **RESPONSIBILITY OF LESSEE**.

Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage, whether caused by a condition existing at the inception of this Lease or occurring thereafter, to any person or property in the demised premises,

whether belonging to the Lessee or any other person caused by any fire, breakage or leakage in any part or portion of the demised premises, or any part or portion of the building of which the demised premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said demised premises, or of the building of which the demised premises is a part, from the drains, pipes, or plumbing work of the same, or from any place or quarter, unless such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or its servants or agents.

Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury, whether caused by a condition existing at the inception of this Lease or occurring thereafter, to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways of any kind whatsoever, which may exist or hereafter be erected or constructed on the same demised premises, or from any kind of injury which may arise from any other cause whatsoever on the said demised premises or the building of which the demised premises is a part unless such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, its servants or agents.

11. **EVENT OF DESTRUCTION**.

a. Total. In the event that the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within one hundred twenty (120) days, this Lease shall absolutely cease and determine and the rent shall abate for the balance of the term.

b. Partial. If the damage caused as above be only partial and such that the demised premises can be restored to their then condition within one hundred twenty (120) days, the Lessor may, at its option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose, or terminate this Lease. Lessor shall make such election to restore the demised premises or terminate this Lease by giving notice thereof to Lessee at the demised premises within fifteen (15) days from the date lessor receives notice that the demised premises have been damaged. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof unleasable. In either event the rent shall be apportioned and suspended from the time of the casualty, taking into account the proportion of the demised premises rendered unleasable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this section, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

c. Damage for Interruption of Use. Lessor shall not be liable for any damage compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the demised premises, or the termination of this Lease by reason of the destruction of the demised premises.

12. **MISCELLANEOUS AGREEMENTS AND COVENANTS.**

a. Representation of Condition of Demised Premises. The Lessor has let the demised premises in their present condition and without any representations on the part of the Lessor, its officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter, except as expressly provided herein. Notwithstanding the above, the Lessor will deliver the demised premises with all systems including plumbing, heating and air conditioning and sprinkler systems in good working order. The electrical and gas systems shall be demised to only service the demised premises.

b. Zoning. It is understood and agreed that the Lessor does not warrant or undertake that the Lessee shall be able to obtain a permit under any zoning ordinance or regulation for such use as Lessee intends to make of the said demised premises, and nothing in this Lease contained shall obligate the Lessor to assist Lessee in obtaining said permit; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any zoning ordinance or regulation, this Lease shall not terminate without Lessor's consent, and the Lessee shall use the demised premises only in a manner permitted under such zoning ordinance or regulation.

c. Owner Default/Tenant Remedies. If Lessor shall default in the observance or performance of any of its obligations under the Lease and such default shall not be cured within thirty (30) days after receipt by Lessor of written notice from Lessee specifying the default and the action required to cure the default or such longer period of time as is needed to cure such default provided that Lessor promptly commences to cure such default and diligently pursues such cure to completion; then in such event Lessee shall have the right, at its election to exercise any one or more of the following:

i. Cure such default and any costs and expenses suffered or incurred by or on behalf of Lessee in respect of any such cure and any damages suffered or incurred by or on behalf of Lessee in respect of any such default, including, without limitation, attorneys' fees and expenses, shall be immediately due and payable by Lessor to Lessee, together with interest thereon at the rate of twelve percent (12%) per annum. The full amount of such cost and expenses may be offset by Lessee against any sums otherwise due and payable to Lessee hereunder.

ii. Exercise any other right or remedy available to Lessee at law or in equity.

d. Waiver of Custom. It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this Lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and further that the failure of Lessor 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 the same.

e. Conduct of Lessee. This Lease is granted upon the express condition that Lessee and/or the occupants of the demised premises herein leased, shall not conduct themselves in a manner which the Lessor in its reasonable opinion may deem improper or objectionable, and that if at any time during the term of this Lease or any extension or continuation thereof, Lessee or any occupier of the said demised premises shall have conducted himself, herself, or themselves in a manner which Lessor in its reasonable opinion deems improper or objectionable. Lessee shall be taken to have broken the covenants and conditions of this Lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein, for the Lessee's failure to observe any of the covenants and conditions of this Lease.

f. Failure of Lessee to Repair. In the event of the failure of Lessee promptly to perform the covenants of Section 8(b) hereof or any other section of this Lease containing Lessee's repair and maintenance obligations, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

g. Mutual Waiver of Subrogation. Lessor shall not be liable to Lessee, under the terms of this Lease or otherwise, for any loss or damage to Lessee's property or interest to the extent that Lessee is insured against such loss or damage. Lessee shall not be liable to Lessor under the terms of this Lease or otherwise, for any loss or damage to Lessor's property or interest to the extent that Lessor is insured against such loss or damage. Each of the parties agrees that all policies of property and/or casualty insurance maintained by that party, shall contain a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insured has, prior to that date and time of loss or damage, waived the right of recovery from any person or persons, but the provisions of this section shall be applicable regardless of whether such clause or endorsement shall have been obtained.

h. Removal of Shrubbery. At Lessee's sole cost and expense, Lessee shall have the right to remove or relocate in its reasonable judgment, the shrubs that currently surround the area anticipated to serve as the entrance to the store.

i. Sidewalk. At Lessee's sole cost and expense, Lessee shall have the right to increase the width of the sidewalk leading from the parking lot to the area anticipated to serve as the entrance to the retail store.

j. Parking. Lessor shall designate and reserve sixty (60) parking spots in front of the demised premises for use by Lessee at the Property. Lessor does not provide security to the parking lot and is not responsible for any damage, theft or vandalism of any kind to or of Lessee's vehicles and/or contents of same or those of Lessee's employees, invitees, customers, contractors or servants. Lessor does not monitor errant parking in Lessee's spaces specifically including abandoned cars.

k. Exclusive Use. Lessor hereby agrees that, during the term of this Lease and any renewal or extension hereof, it will not enter into any lease for space in the building of which the demised premises is a part to a tenant, which has as its primary use the collection and/or sale of donated goods.

13. **REMEDIES OF LESSOR.**

If the Lessee:

a. Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charge, expense or cost herein agreed to be paid by the Lessee; and/or

b. Violates and/or fails to perform or otherwise breaks any covenant or agreement herein contained; and/or

c. Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term above-mentioned; and/or

d. Becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee, and provided a petition against Lessee is not dismissed within sixty (60) days or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshall or Constable, then and in such event or events, there shall be deemed to be a breach of this Lease and thereupon at the option of the Lessor.

i. The rent for the entire unexpired balance of the term of this Lease shall be paid by Lessee to Lessor. This amount includes all unpaid costs for realtor commissions, demising the premises and any other work provided by Lessor to Lessee. Lessor shall also be entitled to reasonable attorney's fees if Lessor must bring legal action against Lessee to collect any amounts due under this Section 13. If this Lease or any part thereof is assigned, or if the demised premises are any part thereof is sublet, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignee or sublessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder.

ii. This Lease and the term hereby created shall terminate and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this Lease.

iii. Any right of Lessor for distress for rent is hereby waived.

e. Notwithstanding the foregoing, it is understood and agreed that twice per any twelve (12) month period, but not more often, Lessor shall be obligated to give Lessee written notice of Lessee's failure to pay rent after it shall become due, and TEN (10) DAYS opportunity to cure such breach of Lease, prior to Lessee's being considered in default by reason of the non-payment of rent. Further, twice per twelve (12) month period, but not more often, Lessor shall be obligated to give Lessee written notice of Lessee's failure to do, or refrain from, doing any act or thing required by Lessee under the Lease or under law (other than the payment of monies or the covenants undertaken under Clauses 9(h), 9(i), 13(c) and 13(d) hereof), and TWENTY (20) DAYS opportunity to cure such breach of Lease, or, if same cannot be cured within said TWENTY (20) DAY period, to commence to cure and proceed therewith diligently and continually prior to Lessee's being considered in default by reason of such non-payment or non-performance. Lessee shall have no right to exercise of the grace periods hereunder more than two (2) times during any twelve (12) month period.

14. **FURTHER REMEDY OF LESSOR**.

In the event of any default as set forth in Section 13, Lessor, or anyone acting on Lessor's behalf, may, at Lessor's option, lease the demised premises or any part or parts thereof to any person or persons and on such terms and conditions as may, in Lessor's discretion, seem best, and Lessee shall be liable for any loss of rent for the balance of the then current term.

15. **REMEDIES CUMULATIVE**.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to it by law and equity shall be cumulative and concurrent. No determination of this Lease or the taking or recovering of the demised premises shall deprive Lessor of any of its remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, or for sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, 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 demised premises.

16. **CONDEMNATION**.

In the event that the demised premises demised or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event, the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial and complete termination of this Lease by reason of the aforesaid. Nothing herein contained shall be construed as a waiver of any rights Lessee may have under the Eminent Domain Code or other law against the condemning authority for removal expenses, business location damages, and/or moving expenses, providing however that this shall in no way affect or detract from any rights of Lessor against the condemning authority.

17. **SUBORDINATION**.

This Lease shall be subject and subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part irrespective of the time of execution or the time of recording of any such mortgage by the holders thereof, this Lease and the rights of Lessee hereunder shall not be disturbed but shall continue in full force and effect so long as Lessee shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments and modifications, extension, renewals and replacements thereof and any and all advances thereunder. Notwithstanding the foregoing, Lessee's subordination of this Lease will not be effective unless and until it has received a non-disturbance agreement substantially in the same form as Exhibit "A" recognizing all of Lessee's rights under this Lease, and signed by the holder of any mortgages upon the demised premises of any property of which the demised premises are a part.

18. **ABSOLUTE TERMINATION**.

It is hereby understood and agreed that this Lease and the term hereunder granted, unless earlier cancelled or terminated, shall terminate absolutely on the expiration date of the within-mentioned term; notice of such termination being hereby given by Lessor to Lessee and Lessee hereby acknowledges receipt of such notice.

19. **NOTICES**.

All notices required to be given under this Lease shall be conclusively presumed to have been delivered, one day after mailing by United States mail, first class, certified or registered, and postage prepaid, to the address listed in paragraph 1 of this Lease, or such other address as Lessor or Lessee may in writing designate.

20. **LEASE CONTAINS ALL AGREEMENTS**.

It is expressly understood and agreed by and between the parties hereto that this Lease and the Riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or its Agent and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

21. **HEIRS AND ASSIGNEES**.

All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein,

be the same one or more; and if there shall be more than one Lessee, 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 Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

22. **HEADINGS NO PART OF LEASE.**

Any headings preceding the text of the several sections or sub-sections 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.

23. **SERVICES AND UTLITIES.**

The Lessor shall not be held responsible or liable for its inability to furnish, if any, heat, service and/or use of the passenger and freight elevators and loading docks, electricity, steam, water, sprinkler system and/or any other service and/or supplied by Lessor, due to any breakdown or failure of the apparatus supplying same and/or while undergoing repairs and/or through any rule or order of any of the properly constituted authorities and/or through any other cause of whatsoever nature.

24. **LIABILITY INSURANCE.**

Lessee hereby covenants and agrees, at its own cost and expense, to take out and maintain in full force and effect, at all times until the expiration or earlier termination of the Lease, a comprehensive liability insurance policy in the sum of Two Million Dollars ($2,000,000.00.) insuring against loss of life and bodily injury and One Hundred Thousand Dollars ($100,000.00), or such other limit as Lessor may from time to time specify, on an "occurrence" basis, insuring against property damage in, on, about, or adjacent to the demised premises, as well as insurance covering loss and damage to Lessee's personal property, contents, improvements and betterments in, on or about the demised premises, or a certificate of insurance evidencing same (Accord Form 27 with respect to the Property Insurance) in an amount equal to the full replacement value thereof. Such policy or policies shall name Lessor as named insured without cross suits exclusion, (except for Lessee's contents coverage), shall be non-cancellable without thirty (30) days prior written notice to Lessor without exculpation of the insurer in the event it fails to give such notice, and shall be satisfactory to Lessor in form and content. Lessee shall deliver such policy or policies, or a certificate of insurance evidencing same, to Lessor prior to Lessee's taking possession of the demised premises, such delivery being a condition precedent to the commencement of the Lease. Lessee hereby agrees to indemnify, defend and hold Lessor harmless of and from any and all claims of whatever nature, including attorney's fees and costs, arising from or in connection with Lessee's use and occupancy of the Property.

In clarification of the requirements set forth above, the coverage obtained by Lessee shall be written on an "occurrence" basis, if available. If an "occurrence" basis form is not available, Lessee must purchase "tail" coverage for the most number of years available, and Lessee must also purchase "tail" coverage if the retroactive date of an "occurrence" basis form is changed

so as to leave a gap in coverage for occurrences that might have occurred in prior years. If a "claims made" policy is ever used, the policy must be endorsed so that Lessor is given the right to purchase "tail" coverage should Lessee for any reason not do so or if the policy is to be cancelled for nonpayment of premium. Any such payment by Lessor on behalf of Lessee shall be considered Additional Rent.

25. **REPAIRS AND MAINTENANCE**.

Except as specified in Section 30, Lessee agrees to accept the demised premises in the physical order and condition existing on the date of commencement of the term of this Lease and Lessee shall, except as specified in Section 27 below, throughout the term hereof, at Lessee's sole expense, make all necessary or appropriate repairs, interior and exterior, required to keep and maintain the demised premises and all systems, equipment and apparatus appurtenant thereto, or used in connection therewith, including the loading docks, dock area and related equipment, in good order and condition, and Lessee shall return same to Lessor in such good order and condition at the expiration of this Lease, ordinary wear and tear not caused by the negligence of Lessee or those employed or acting for Lessee. Any repairs, replacements and renewals and/or labor or materials performed and/or furnished in, on or about the demised premises shall be performed or furnished in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted municipal authorities or other governmental bodies having jurisdiction, and the requirements of any Board of Fire Underwriters having jurisdiction.

26. **HVAC MAINTENANCE**.

Lessee shall be responsible to keep the heating, ventilation and air-conditioning systems in good operating order, including repairs, and Lessee agrees to take out and maintain in full force and effect, throughout the term of this Lease and any extension or renewal thereof, a standard maintenance contract for said HVAC system, providing a minimum of two (2) inspections per year, at its own cost and expense.

27. **ROOF AND STRUCTURUAL**.

Upon receipt of written notice from Lessee, Lessor agrees, at its expense, to repair, with due diligence, allowing for delays on account of weather, availability of materials and labor and force majeure, any leaks in the roof or make any repairs to the exterior structural portions of the building on the demised premises, provided such repairs are not made necessary by any act or neglect on the part of Lessee, its servants, invitees, licensees, agents or contractors for any loss or damage due to, or alleged to be due to, any leaks from said roof and/or caused by failure to make repairs to the exterior structural portions of the demised premises during the term of this Lease or any renewal thereof.

28. **LESSOR'S LIABILITY**.

There shall be no personal liability in respect to any of the covenants or conditions of this Lease and same shall or may not be imposed upon Lessor, or any officer, director, shareholder, partner, employee, or agent of Lessor (hereinafter collectively referred to as "Lessor's

Parties" for the purpose of this Paragraph). Lessee shall look solely to the equity of the Lessor in the Property for satisfaction of the remedies of Lessee in the event of a breach by Lessor of any of the covenants or conditions of this Lease, and no other property or assets of Lessor's Parties shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies in the event of a violation by Lessor of any of the above specified provisions.

In case Lessor or any successor owner of the demised premises shall convey or otherwise dispose of the demised premises or of the interest of Lessor in and to this Lease, all liabilities and obligations on the part of Lessor, or successor owner as Lessor, under this Lease accruing after such conveyance or disposal shall thereafter terminate and thereupon all such liabilities and obligations shall be binding upon the new owner of the demised premises. Such new owner will give written acceptance of this Lease to Lessee.

29. **ESTOPPEL CERTIFICATES/FINANCIAL STATEMENTS**.

Lessee and Lessor agree at any time and from time to time, within five (5) days after Lessor's written request, to execute, acknowledge and deliver to Lessor a written instrument in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications), the expiration date and the dates to which rent, additional rent, and other charges have been paid in advance, if any security deposit, if any, and stating whether or not to the best knowledge of the signer of such certificate Lessor is in default in the performance of any covenant, agreement or condition contained in this Lease and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser of the fee or any mortgage thereof or any assignee of Lessor's interest in this Lease or of any mortgage upon the fee of the premises, or any part thereof.

Lessee shall provide for itself and cause to be provided from each of the guarantors of this Lease, if any, financial statements, prepared by independent accountants, to be prepared and submitted to Lessor in a form reasonably acceptable to Lessor no more than once each year, within one hundred twenty (120) days after the close of each respective entity's fiscal year. Lessor shall not, except in connection with the financing or sale of the demised premises, furnish such reports to a third party. The first statement due hereunder shall be provided at or before execution of this Lease.

30. **LATE PAYMENT CHARGE**.

If Lessee does not pay rent on the day when same shall become due and payable, and such failure shall continue for a period of ten (10) days after notice of such delinquency by Lessor to Lessee, Lessee shall pay to Lessor a service charge of five percent (5%) of the late payment, and if not paid by the last day of the month, the late payment shall continue to incur interest at the rate of one percent (1%) per month (or part thereof) retroactive to the first of the month (or such lesser charge as may be the legal maximum for a debtor of the same nature and character as Lessee in the jurisdiction in which the demised premises is located) on the amount of such rent or additional rent or all of them, for each month or a portion of a month that same shall

remain unpaid; provided, however, that such service charge shall, in no event, be less than Twenty-five Dollars ($25.00) for any month or a portion of a month that rent or additional rent shall remain unpaid. Such service charge shall be for the purpose of defraying administrative expenses of the entity collecting rent, the Lessor or its agent, and shall be retained by such entity, and is not intended as a penalty against Lessee. The provisions of this paragraph shall not preclude Lessor from exercising its options as set forth in any other section of this Lease or as provided by law.

Lessee agrees that if any of Lessee's checks are returned for lack of sufficient funds, the Lessee shall pay to Lessor upon receipt of Lessor's invoice for same, an administrative fee of FIFTY DOLLARS ($50.00).

31. **HAZARDOUS SUBSTANCES**.

Lessee shall not deposit, store, dispose of, use, handle, discharge, spill, permit the existence of, release, install or incorporate in the demised premises or the building any hazardous substances (as defined below), other than the use, storage, handling and disposing of hazardous substances for usual and customary office purposes and then only to the extent permitted by and in full compliance with applicable law. Lessee shall not engage in any activity in violation of applicable federal, state or local laws, regulations or ordinances relating to the treatment, production, storage, handling, transfer, processing, transporting, use, disposal or release of hazardous substances ("Restricted Activities"). "Hazardous Substances" shall mean all hazardous substances, wastes and materials, toxic and radioactive matter, asbestos and asbestos containing materials, petroleum and petroleum products, electromagnetic rays and fields and any other material or substance which is regulated by laws or requirements as aforesaid or which, even it not regulated by laws or requirements as aforesaid, may or could pose a hazard to the health and safety of the current or future occupants of the demised premises or the building or other owners or occupants of property adjacent to or in the vicinity of the demised premises or the building or the environment. Lessee shall be solely responsible for and shall defend, indemnify and hold harmless Lessor, and its agents, successors and assigns, from and against all claims, actions, damages, penalties, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (1) the Restricted Activities by Lessee, its agents, contractors, employees, licensees, or invitees and (2) the removal, clean up and restoration work ("Remediation") necessary to return the demised premises to their condition required under this Lease, changes to natural resources, if any, and diminution in property value, if any, to the extent that such remediation, natural resources, damages or diminution in property value is caused by Lessee. This provision shall survive the expiration or earlier termination of this Lease. If at any time during the Term or any renewal thereof Lessee becomes aware of any inquiry, investigation or administrative or judicial proceeding regarding Restricted Activities or otherwise regarding Hazardous Materials, Lessee shall within five (5) days of first learning of such inquiry, investigation or proceeding give Lessor written notice providing all available information regarding such inquiry, investigation or proceeding.

32. **HOLDOVER**.

If Lessee shall retain possession of the demised premises or any portion thereof without Lessor's consent following the expiration of the Lease or sooner termination for any

reason, then Lessee shall pay to Lessor for each day of such retention one and a half (1½) the amount of the daily rental as of the last month prior to the date of expiration or termination. Acceptance of rent by Lessor following expiration or termination shall not constitute a renewal of this Lease, and nothing contained in this section shall waive Lessor's right of reentry or any other right. Unless Lessor consents in writing to Lessee's holding over, Lessee shall be only a Lessee at sufferance, whether or not Lessor accepts any rent from Lessee while Lessee is holding over without Lessor's written consent. Additionally, in the event that upon termination of the Lease Lessee has not fulfilled its obligation with respect to the repairs and cleanup of the demised premises or any other Lessee obligations as set forth in this Lease, then Lessor shall have the right to perform any such obligations as it deems necessary at Lessee's sole cost and expense, and any time required by Lessor to complete such obligations shall be considered a period of holding over and the terms of this section shall apply.

33. **OPTIONS TO RENEW**.

Provided that at the time of exercise the Lessee is not in default of any of the terms or provisions of this Lease, Lessee shall be granted the option to extend the term hereof for one (1) further period of five (5) years, the option commencing on the day after the expiration of the original term and expiring five (5) years thereafter. The minimum annual rental payable during such extended periods shall be for each such option period ninety-five percent (95%) of the Fair Market Value, as defined above.

On or before the commencement of the fourth (4^{th}) month prior to the expiration of the original term, Lessor shall submit to Lessee in writing, by registered or certified mail, return receipt requested, a statement of what it considers to be the Fair Market Value of rental for the demised premises based on then current market conditions. In the event Lessee does not object to same in writing by registered or certified mail, return receipt requested, within fifteen (15) days after receipt of Lessor's statement, the amount specified in Lessor's statement shall become the minimum rental payable during the relevant option period. If Lessee objects to the Lessor's statement of rental for the option period then the parties will have to negotiate to arrive at an agreeable rental rate, if any.

Anything contained in this Lease to the contrary notwithstanding, in the event Lessee shall not exercise the first option herein granted, this Lease shall terminate absolutely and without further notice from either party on the expiration date of the original term and Lessee shall have the right to exercise the second option.

34. **QUIET ENJOYMENT**.

Lessor covenants and agrees with Lessee that, conditioned upon Lessee's prompt payment of the rent and observance and performance of all terms, covenants and conditions of this Lease on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the demised premises in accordance with the provisions of this Lease.

35. **APPROVAL**.

This Lease is subject to the approval of Lessor, to be obtained within five (5) days of the date of execution by Lessee. If Lessor's approval is not obtained as provided above, any monies paid by Lessee shall be returned to Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written, and intend to be legally bound thereby.

LESSEE: **Goodwill Industries of Delaware & Delaware County**

By: _____
Colleen Morrone, President
and Chief Executive Officer

Witness: _____

LESSOR: **Luning Prak, LLC**

By: _____
Jacob M. Luning Prak, Manager

Witness: _____