

Specialty Lease Agreement
Maplewood Mall

3001 WHITE BEAR AVE N, SAINT PAUL, MN 55109-1215

This Lease Agreement made as of this 20TH day of May, 2019, by and between the parties identified in Section 1 as Landlord and Tenant upon the terms and conditions hereafter set forth.

WITNESSETH

In consideration of the payments of the Rent, charges and fees provided for herein and the covenants and conditions hereinafter set forth, Landlord and Tenant hereby covenant and agree as follows:

Section I. Economic Provisions

1. Parties.

Landlord: MAPLEWOOD MALL, LLC

Tenant: Lovely Berd Salon LLC

DBA: Lovely Berd Salon

Address: 834 Iroquois Ave
Saint Paul, MN 55119

Phone: 651-235-2503

2. Leased Premises. Type: In-Line

Space No: 2083

Description of Location:

Approximate Square Footage: 993

Landlord hereby leases to Tenant the Premises, defined above, located within Landlord's shopping center (the "Shopping Center") at the location shown on Exhibit "A" attached hereto for the Term, to occupy and use the Premises, subject to all the terms and conditions set forth herein. The parties acknowledge that this Lease is short-term, and that all terms and conditions of this Lease reflect a short-term leasehold agreement between the parties. Tenant agrees to strictly adhere to the rules, regulations and policies for the Shopping Center adopted by Landlord as set forth in Exhibit "B" attached hereto (the "Rules and Regulations"), which are subject to change, revision and modification by Landlord at any time.

3. Term. Term Commencement Date: 7/1/2019

Term Expiration Date: 7/31/2021

The term (the "Term") of this Lease shall commence upon the Term Commencement Date, and shall expire at 11:59 p.m. on the Term Expiration Date. Notwithstanding the foregoing to the contrary, Landlord may terminate this Lease upon thirty (30) days Notice to Tenant delivered to Tenant's address as provided for in this Agreement. **Notwithstanding anything to the contrary, in the event Tenant is in Default of this Lease beyond applicable notice and cure periods, if any, then Landlord may terminate this Lease Agreement at any time upon three (3) days notice delivered to Tenant's address as provided for in this Agreement.**

4. Permitted Use.

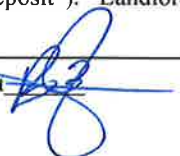
Tenant shall be permitted to use the Premises for a hair braiding salon offering simple hair care services including, but not limited to washing, styling, coloring, cutting and braiding. Hair cuts may not exceed 15% of tenants business. Tenant not permitted to offer any eye brow trimming, waxing, or tenting services. Retail sales of salon products also permitted. (the "Permitted Use").

Tenant shall use the Premises only for the Permitted Use. Tenant shall not use the Premises for any other purpose unless agreed to in writing by Landlord.

5. Security Deposit. Two Thousand Dollars And No Cents (\$2,000.00)

07/01/19 \$2,000.00

Tenant, concurrently upon signing the Lease, shall deposit with Landlord the sum of Two Thousand Dollars And No Cents (\$2,000.00) which sum shall be held by Landlord as security against a Default by Tenant (the "Security Deposit"). Landlord



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hereby acknowledges receipt of the Security Deposit from Tenant. Landlord will retain the Security Deposit as security for the faithful performance by Tenant of all covenants, conditions, and agreements of this Lease. Such security deposit shall not constitute final payment of any rent or fees. The balance of the Security Deposit, if any, shall be refunded to Tenant approximately ninety (90) days following the expiration of the Term of this Lease provided Tenant is not in Default under any of the terms of this Lease (or, if required by applicable law, the balance of the Security Deposit, if any, shall be refunded to Tenant at such time and in such manner as is otherwise provided by law). The balance of the Security Deposit, if any, will be refunded to such address as provided by Tenant in this Lease for receipt of Notice.

6. Payment Schedule.

Commencing on the Term Commencement Date and continuing during the entire Term of this Lease, Tenant shall pay rent ("Minimum Rent") for the Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in one (1) or more installments, in advance, as indicated on the following schedule:

Due Date	Rent	Tax	Total Due	Due Date	Rent	Tax	Total Due	Due Date	Rent	Tax	Total Due
08/01/19	\$2,000.00	\$0.00	\$2,000.00	04/01/20	\$2,000.00	\$0.00	\$2,000.00	12/01/20	\$2,060.00	\$0.00	\$2,060.00
09/01/19	\$2,000.00	\$0.00	\$2,000.00	05/01/20	\$2,000.00	\$0.00	\$2,000.00	01/01/21	\$2,060.00	\$0.00	\$2,060.00
10/01/19	\$2,000.00	\$0.00	\$2,000.00	06/01/20	\$2,000.00	\$0.00	\$2,000.00	02/01/21	\$2,060.00	\$0.00	\$2,060.00
11/01/19	\$2,000.00	\$0.00	\$2,000.00	07/01/20	\$2,000.00	\$0.00	\$2,000.00	03/01/21	\$2,060.00	\$0.00	\$2,060.00
12/01/19	\$2,000.00	\$0.00	\$2,000.00	08/01/20	\$2,060.00	\$0.00	\$2,060.00	04/01/21	\$2,060.00	\$0.00	\$2,060.00
01/01/20	\$2,000.00	\$0.00	\$2,000.00	09/01/20	\$2,060.00	\$0.00	\$2,060.00	05/01/21	\$2,060.00	\$0.00	\$2,060.00
02/01/20	\$2,000.00	\$0.00	\$2,000.00	10/01/20	\$2,060.00	\$0.00	\$2,060.00	06/01/21	\$2,060.00	\$0.00	\$2,060.00
03/01/20	\$2,000.00	\$0.00	\$2,000.00	11/01/20	\$2,060.00	\$0.00	\$2,060.00	07/01/21	\$2,060.00	\$0.00	\$2,060.00

Overall Total: \$48,720.00

MAIL PAYMENTS TO THIS ADDRESS: 3001 WHITE BEAR AVE N, SAINT PAUL, MN 55109-1215
MAKE CHECKS PAYABLE TO: MAPLEWOOD MALL, LLC

Minimum Rent, Additional Rent, and other fees (collectively referred to as "Rent") are payable in **CERTIFIED FUNDS**.

If Rent is to be paid monthly, then Rent is due on the 1st of each month and it is late on the 2nd of each month. If Tenant fails to pay Minimum Rent, Overage Rent, Additional Rent, and any other fees when same are due and payable, or if Tenant fails to perform any other term or condition of this Lease, then Tenant will be in default ("Default"). In addition, if Tenant fails to perform any term or condition of this Lease, then Landlord may impose a fine (the "Fine") or fines ("Fines") upon Tenant as otherwise provided for in the Rules and Regulations in addition to any other action or remedy that Landlord may take or that Landlord may pursue. Such Fines shall be due and payable immediately, and unpaid Fines will be added to Tenant's account as Additional Rent. If Tenant incurs a Fine more than once in any, consecutive twelve (12) month period, then such event shall be a material breach of this Lease, and Landlord may terminate this Lease.

Tenant shall pay any and all applicable tax on Minimum Rent, Overage Rent, and Additional Rent imposed by the state (or local municipality) or quasi-governmental unit in which the Premises is located.

Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent and Overage Rent, are defined as "Additional Rent," and are due as provided for in this Lease.

7. Overage Rent.

Effective upon the Term Commencement Date, Tenant shall pay overage rent (the "Overage Rent") on the tenth (10th) day of each month based upon its "Gross Sales" for the immediately preceding month. "Overage Rent" is defined herein as the percentage of monthly Gross Sales from the Premises over and in excess of a specified annual Gross Sales break point (the "Break Point"), as follows:

Effective 08/01/19 - Tenant to pay 15 % of Monthly gross sales from the Leased Premises over Thirteen Thousand Three Hundred and Thirty-Three Dollars And Thirty-Three Cents (\$13,333.33)

Effective 08/01/20 - Tenant to pay 15 % of Monthly gross sales from the Leased Premises over Thirteen Thousand Seven Hundred and Thirty-Three Dollars And Thirty-Three Cents (\$13,733.33)

Tenant's "Gross Sales" is defined to mean the total amount of dollar value of all sales of merchandise, and sales of services, and rentals of merchandise arising out of or payable on account of the business conducted in, on or from the Premises by or on account of Tenant or any sublessee, assignee, licensee or concessionaire of Tenant, for cash or credit, including all orders for merchandise taken at or sold from the Premises, and including any fees, such as membership fees, activation fees, service fees and related charges.

Overage Rent shall be due and payable as Additional Rent. Tenant is obligated to collect State sales tax, where applicable, on its "Gross Sales," and to pay over such sales tax to the applicable taxing authority or authorities.

8. Additional Provisions.

The following additional provisions (the "Additional Provisions"), if any, are hereby incorporated into this Lease Agreement. In the event of any conflict between any terms and conditions of this Lease Agreement other than the Additional Provisions, and the Additional Provisions, the terms and conditions of the Additional Provisions shall control.

SECURITY DEPOSIT. FORFEIT (DUE TO TENANT CLOSURE). Should Tenant close for business for any reason prior to the natural expiration of the Lease term, Tenant agrees that the balance of its Security Deposit shall be forfeited, and shall be retained by Landlord. The balance of such Security Deposit shall be applied to Tenant's rent due to Landlord to the extent Tenant is past-due with payment(s) of rent to Landlord.

SECURITY DEPOSIT. NOT TO BE USED FOR LAST MONTH'S RENT. The parties agree that the Security Deposit shall not be used by Tenant in order to pay the last month's Monthly Rent, Additional Rent, utilities or any other charges due and owing unless expressly agreed to, in writing, by both Landlord and by Tenant.

PEST CONTROL (TENANT). Tenant is responsible to have a licensed pest control company to perform on-going pest control services at the Premises and at storage space, if any, that is under lease or contract by Tenant at the Shopping Center. Tenant shall ensure that adequate pest control measures are taken, by a licensed pest control company, at the Premises and at the storage space, if any, under lease or contract by Tenant at the Shopping Center.

IN-LINE SPACE. CONDITION OF SPACE UPON DELIVERY. MAINTENANCE BY TENANT. Landlord will deliver the Premises to Tenant with light bulbs and fixtures in ordinary working condition. During the Lease term, Tenant shall maintain the Premises including replacement of light bulbs as necessary.

Space to be delivered in "as is" condition. Upon expiration of term, tenant will vacate, broom-clean and return space to Landlord in its original condition, ordinary wear and tear excepted. Any costs incurred for any repairs will be the tenant's responsibility.

DELIVERY OF POSSESSION. In-Line Space Fixturing Period and Rent Commencement Date. Tenant will take possession of the Premises prior to opening. Tenant shall provide proof of insurance to Landlord (as otherwise required by the Lease) prior to taking possession of the Premises.

Rent will begin upon THE FIRST TO OCCUR OF: (i) Expiration of a thirty(30) day period from the Term Commencement Date, or, (ii) the date Tenant opens for business in the Premises (the "Rent Commencement Date"). Minimum Rent, Additional Rent, if any, and the Overage Rent Break Point will be prorated based upon the Rent Commencement Date.

CONSTRUCTION AND BUILD OUT. Cosmetic Work/Small Projects. Cosmetic upgrades and refurbishing to be done by Tenant must be preapproved by Landlord's mall management, at the Mall Office, prior to Tenant's beginning the work. Tenant must provide paint samples, counter swatches, and comparable samples to Landlord, at the Mall Office, prior to beginning interior construction work. If Tenant brings contractors on site at the Shopping Center, such contractors must provide proof of



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insurance prior to beginning any work at the Premises as otherwise provided for in the Lease.



Section II. Operational Provisions

9. Occupancy and Operations at Premises.

Tenant shall occupy the Premises upon commencement of the Lease Term. Thereafter, Tenant will continuously occupy the Premises solely for the Permitted Use and for no other purpose whatsoever during all of the mall hours as determined by the Landlord. Tenant further represents that it shall keep the Premises in good, clean and safe condition. On the expiration of the Term of this Lease, Tenant shall vacate the Premises returning it to Landlord in broom clean condition and fully restored to at least the condition as the Premises was prior to Tenant's taking possession of the Premises.

10. Insurance. Co-Holder: MAPLEWOOD MALL, LLC

Tenant agrees to carry, at its own expense, throughout the Term of this Lease, commercial general liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Premises and Tenant's Permitted Use of the Premises with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage, including loss of use. Tenant's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Premises is located, shall be in a form satisfactory to Landlord, and shall carry an A.M. Best rating of at least A-. Tenant's policies shall name Landlord as an additional insured and shall be endorsed to provide Landlord with no less than ten (10) days prior written notice from Tenant's insurance carrier of cancellation or non-renewal. Tenant's policies shall also be endorsed to reflect that in the event that coverage benefiting Landlord exists under both Landlord's and Tenant's policies, coverage under Tenant's policies shall be primary.

Tenant shall carry, at its sole cost and expense, special perils "all-risk" property coverage on its furniture, fixtures, carpets, improvements and betterments, equipment, inventory, stock in trade and goods placed in the Premises covering the property on a full replacement cost basis.

Tenant shall also carry at all times such workers' compensation insurance as to comply with the laws and regulations of the state in which the Premises is located, and Tenant shall provide Landlord with a certificate of insurance evidencing coverage currently in force. Tenant shall also carry employer's liability insurance in the amount of \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease coverage in the aggregate.

Tenant shall provide Landlord with a certificate of insurance (ACORD 25) prior to the date of occupancy by Tenant; and, within thirty (30) days of each anniversary of Tenant's providing such proof of insurance, Tenant shall provide an additional certificate of insurance to Landlord evidencing the above-required coverages.

Landlord and Tenant each release all claims against each other, and shall cause their insurers to waive all rights of subrogation against the other, its officers, directors, employees and agents, mortgagees and ground lessor(s), from any and all loss, damages or liability covered under any policy of insurance required to be maintained by this Lease, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the negligence, tortious act or omission of the other party, or anyone for whom such party may be responsible.

The insurance policies described in this Section (10) shall be reasonably acceptable to Landlord in form and content, and (ii) shall not be materially changed without at least ten (10) days prior written Notice to Landlord.

11. Tenant Operations; Landlord Disclaimer; Signage; and Visual Merchandising.

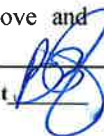
Tenant agrees that Landlord has made no representations, warranties or guarantees regarding the success or failure of Tenant's business or operations or with respect to projected or anticipated Gross Sales or profits under this Lease. Tenant acknowledges that Landlord has made no representations concerning the possibility of the extension or renewal of the Lease Term beyond the period set forth herein. In fact, Landlord and Tenant agree that the Lease Term shall expire, and Tenant's rights to possession of the Premises shall terminate, upon the Expiration Date (unless the Lease is terminated earlier than such date). Tenant agrees that any and all merchandise, display equipment, and other items will remain within the confines of the Premises.

Signage: Banner signage is not permitted.

All Tenant's signage must be of professional quality and approved by Landlord prior to the Term Commencement Date. If the Tenant has an in-line space, it must supply its storefront with a three dimensional or raised-lettered sign. Such sign shall be proportionate to the existing fascia size and shall be pre-approved by Landlord.

Visual Merchandising:

Tenant shall comply with the visual merchandising standards of Landlord. Tenant shall submit a visual merchandising plan for approval. The Tenant understands and agrees to implement visual merchandising recommendations of the Landlord and to change visual merchandising presentation as requested by the Landlord. Landlord reserves the right to approve and to make



recommendations and/or changes to Tenant's visual presentation and to Tenant's display of merchandise. Landlord reserves the right to adopt additional visual merchandising standards and policies in the Rules and Regulations.

12. Tenant Records and Statement of Sales.

Tenant agrees to record all Gross Sales and sales tax at the time each sale is made, whether for cash or credit. Tenant agrees to record such Gross Sales in a (point of sale) cash register containing a cumulative record of sales transactions. Tenant shall report Gross Sales and sales tax to the Landlord on the first to occur of (i) on or prior to the tenth (10th) day of each month following the month in which Gross Sales occurred and (ii) no greater than five (5) days following the Term Expiration Date. Tenant's failure to report Gross Sales to Landlord shall be an event of Default. Landlord shall have the right to audit Tenant's Gross Sales not more frequently than twice per Lease Term. If Tenant understates its Gross Sales by greater than 2%, in addition to any other remedy available to Landlord, Landlord has the right to terminate this Lease upon 30 days Notice delivered in the manner as provided for in this Lease. In this event, Tenant shall remain liable for any and all Rent and monies due pursuant to the terms of this Lease. In addition to any other remedy available to Landlord, in the event Gross Sales figures are not provided to Landlord on time, then Tenant shall pay such late fees and/or Fines to Landlord as otherwise provided for in the Rules and Regulations.

13. Indemnification by Tenant.

To the fullest extent permitted by law, Tenant hereby indemnifies Landlord and agrees to hold harmless and to defend Landlord, Landlord's officers, directors, employees, agents, successors and assigns, and any mortgagee and any master lessor of the Shopping Center, from and against all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees) that arise from or in connection with the use of the Premises, or any portion thereof by the Tenant, its employees, agents, contractors, licensees, or invitees.

14. Damage to Premises; Prohibition of Alterations.

Tenant is liable for all damages to the Premises and to the Shopping Center. Upon demand, Tenant shall reimburse Landlord for the cost of the repair of the Premises (inclusive of Landlord units), or any other damage elsewhere in the Shopping Center, caused by or arising from the installation or removal of Tenant's property in or from the Premises or from the removal of Tenant's property upon the expiration or earliest termination of this Lease. Tenant may make no alterations to the Premises.

15. Late Payments and Returned Checks. Tenant Default.

If Tenant is late in making any payment of Rent to Landlord, then Landlord may impose a late fee or fees, Fine or Fines, upon Tenant as otherwise provided for in the Rules and Regulations. Tenant is required to pay a service charge to Landlord of \$30.00 on all returned checks. The failure of Tenant to perform any term or condition of this Lease, or the failure of Tenant to fulfill any term or obligation of this Lease, shall be a Default. If Tenant is in Default, Landlord may pursue such remedy as is provided for in Section 3 of this Lease, and Landlord may pursue any other remedy or remedies available to Landlord at law or in equity. Landlord shall not, under any circumstances, be obligated to accept any rental payments and/or to allow Tenant to cure any Default hereunder. Landlord may pursue any damages (including, but not limited to Landlord's reasonable attorney fees and legal costs and expenses) and/or loss of rent (such loss of rent to be measured by the unpaid rents and other charges due under this Lease over the full term hereof) sustained by Landlord as a result of Tenant's Default under this Lease. Without limiting Landlord's rights and damages under the terms of this Lease or applicable law, if Landlord exercises its right to recover possession of the Premises, the parties specifically agree and acknowledge that Landlord shall be entitled to recover from Tenant monetary damages equal to Landlord's costs in facilitating such recovery.

16. Assignment and Subletting.

Tenant shall not sell, assign, mortgage, pledge or transfer this Lease or any interest therein, nor sublet all of the Premises or any part of the Premises, nor license concessions or departments therein, without Landlord's prior written approval, which may be withheld at Landlord's sole and absolute discretion.

17. Liability.

There shall be no personal liability of Landlord with respect to this Lease. If a breach by Landlord occurs, Tenant shall look solely to the equity of Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

18. Terms of Lease. Signature by Email or by Other Electronic Means.

This Lease, including any exhibits attached, contains all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant. There are no other verbal or written agreements between the parties other than those set forth in this Lease.



If a party returns this Lease (or a portion of this Lease with instructions to insert said portion into the Lease) by facsimile, by email, or by other electronic means, then the party sending this Lease (or a portion of this Lease) intends the copy of its signature or initials to be considered to be an original. Such party shall then endeavor promptly to provide an original counterpart of this Lease (or portion of this Lease) to the other party.

19. Permits. Lawful Activity. Merchandise Return Policy.

Tenant shall be responsible for obtaining any licenses, authorizations, or permits required by any governmental agency or authority for the Permitted Use and for any type of activity to be carried on at the Premises (collectively, "Tenant's Licenses"). Tenant shall be responsible for payment of all associated costs and expenses associated with Tenant's Licenses. Tenant represents that it has, or shall obtain prior to the Term Commencement Date, all Tenant's Licenses, and Tenant shall have obtained sales, use, and other federal, state, county or local tax permits required with respect to the Permitted Use to be conducted at the Premises.

No unlawful activities shall be permitted at the Premises. The consumption or sale of alcoholic beverages on or from the Premises shall not be permitted.

Tenant shall post its merchandise return and exchange policy in a location visible to the public at all times during the Lease Term.

20. Expiration of Lease Term. Removal of Tenant's Property.

Tenant shall, at the expiration of the Lease Term or upon earlier termination of this Lease, remove its goods and effects, repair any damage caused by such removal, and peaceably yield up the Premises in clean and good order, repair, and condition. Personal property of Tenant not removed within two (2) days of such termination or earlier revocation shall become the property of Landlord, at Landlord's option, without liability to Tenant therefor.

21. Holding Over.

If Tenant shall hold possession of the Premises after the expiration of the Lease Term or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Premises as a holdover tenant and agrees to pay Landlord for such period at double the highest Minimum Rent in effect during the Lease Term or any extensions thereof, plus all Percentage Rent payable under this Lease, and otherwise subject to all of the terms and conditions of this Lease, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

22. Hazardous Material.

Tenant shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Premises.

23. Maintenance of Premises.

Tenant shall maintain, at its sole cost and expense, the Premises in good condition and Tenant shall make all necessary replacements and repairs to the Premises except for structural repairs. Tenant shall not scratch or mar, or otherwise damage, the floors, carpet, walls and ceiling of the Premises.

24. Compliance with Laws.

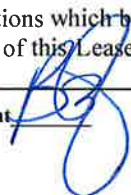
Tenant shall, at its own expense, comply with all laws, orders, ordinances and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations, and with all other requirements and with all notices from Landlord's mortgagee, respecting all matters of occupancy, condition or maintenance of the Premises, whether such orders or directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless from any and all costs or expenses on account thereof.

25. Notice.

Notice to Tenant (including a statement for Minimum Rent, Overage Rent, and Additional Rent owed) or Notice to Landlord (collectively, "Notice") shall be effective only if Notice is in writing and is (i) delivered in person, (ii) delivered by U. S. mail, or (iii) delivered by a reputable overnight courier. Any such Notice shall be delivered (1) to Landlord at the address set forth in this Lease, or to such other address as Landlord shall designate by giving written Notice thereof to Tenant; or, (2) if to Tenant, at the address set forth on page 1 of this Lease or such other address as Tenant shall designate by giving written Notice thereof to Landlord. Any such Notice (including any statement, certificate, request or demand) shall be deemed to have been given upon receipt or refusal of receipt.

26. Survival.

The obligations of Tenant (i) for payment of rent and charges under this Lease, (ii) for performance of obligations which by their nature must be performed after the expiration or earlier termination of this Lease, and (iii) under Section 13 of this Lease, shall



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survive the expiration or earlier termination of this Lease.

By signing this Lease, Tenant acknowledges that he/she understands ALL provisions included within this Lease Agreement and the Rules and Regulations for the Shopping Center, and ALL provisions within any exhibits attached to this Lease Agreement, and **Tenant agrees to be bound by this Lease Agreement.**



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Landlord:

MAPLEWOOD MALL, LLC

an Indiana limited liability company

By: WASHINGTON PRIME GROUP, L.P.

an Indiana limited partnership, its sole member

By: WASHINGTON PRIME GROUP INC.

an Indiana corporation, its general partner

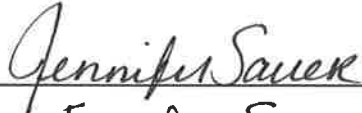
Tenant:

Legal Name: Lovely Berd Salon LLC

A Minnesota limited liability company

DBA: Lovely Berd Salon

Signature:



Print Name:

Jennifer Sauer

Title:

General Manager

Date:

5/20/19

Signature:



Print Name:

BERDITA SUAREZ

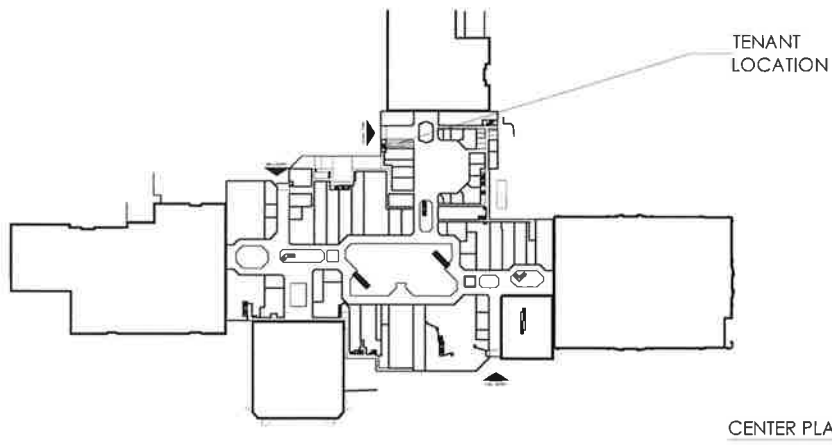
Title:

OWNER OCCUPANT

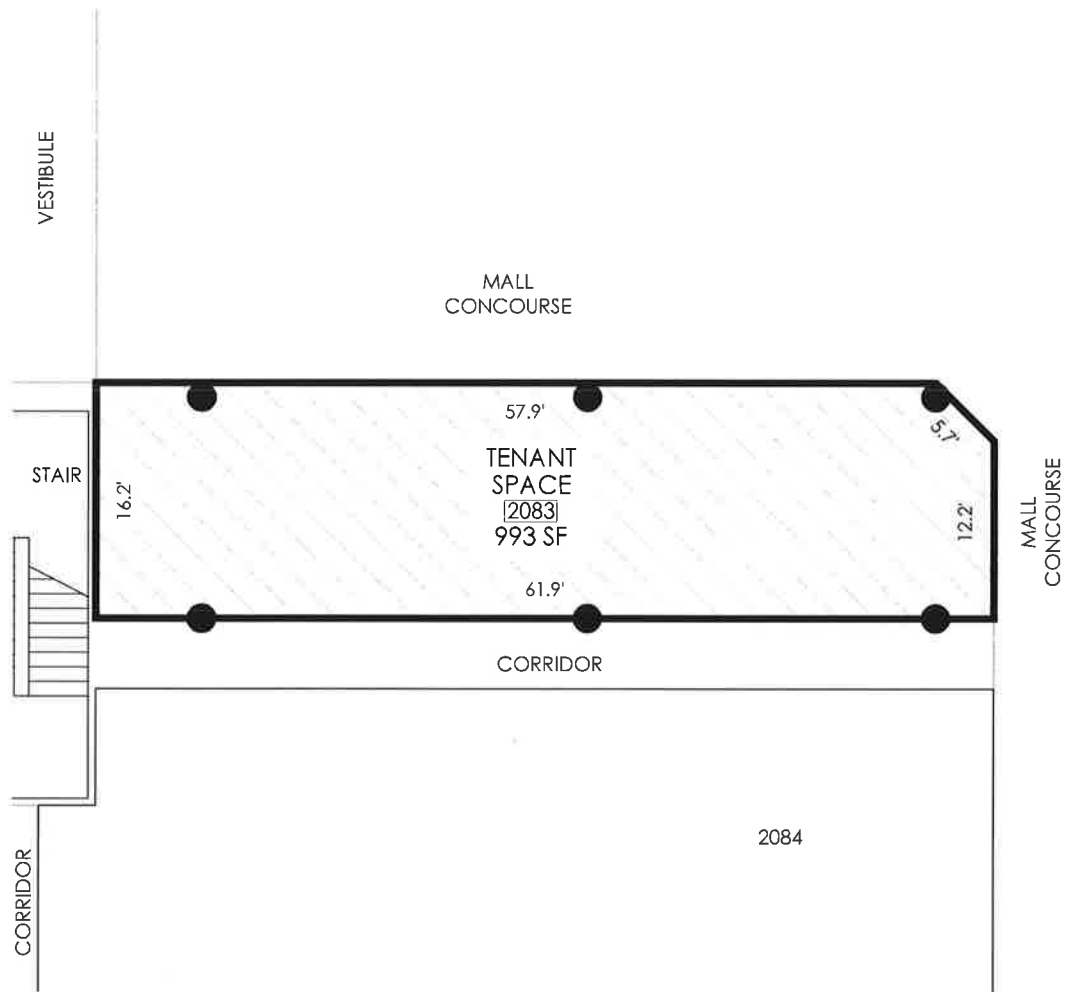
Date:

5-20-19

EXHIBIT "A" - CENTER PLAN/LEASE OUTLINE DRAWING



Except for the space leased to Tenant and except as may be expressly set forth in the Tenant's Lease, the designation and location on this plot plan of store unit sizes, tenant's names and other detailed information respecting the Shopping Center, its building, and other common areas, is not a representation by Landlord that such conditions exist or that they will continue to exist throughout all or any part of the term of Tenant's Lease.



LEASE OUTLINE DRAWING

This drawing has been prepared from Architectural and Engineering plans, and therefore it is not the Landlord's intent to represent that this information has been field verified. Tenant should field verify existing conditions. Tenant names are not a representation or warranty that all tenants are or will remain as shown.

01 SPACE NUMBER 2083
1" = 10'-0"



WASHINGTON PRIME GROUP	MAPLEWOOD MALL	
	ST. PAUL, MN	
	DRAWN BY: WPG	DATE: 05.22.18

Exhibit B – Mall Rules and Regulations

Hours of Operation: All Tenants must open for business during all Shopping Center hours inclusive of any extended holiday hours as determined by Mall Management. Late openings and early closings will not be tolerated and will result in a fine or termination of the Lease Agreement. Landlord requires the Tenant to remain open and fully stocked throughout the agreement period.

Maintenance: Tenant and its employees must maintain a clean and safe Premises at all times.

Daily dusting, cleaning and care of units or store are required.

- (1) All areas must be free of debris, boxes, coats, purses, additional personal items and other storage containers.
- (2) All trash receptacles will be kept out of the customer's sight.
- (3) In-line store Tenants are responsible for cleaning their windows inside and out.
- (4) Cash wrap areas must remain uncluttered.

Tenant is fully responsible for any damage done to the store interior, common area display units, fixtures, signage or additional pieces while in use and will be billed for any and all repairs or replacements needed.

Advertising and Solicitation: Tenant shall not solicit business in the common area by distributing handbills or other advertising materials unless prior approval is given by Mall Management. Obstructing traffic flow of shoppers or interfering with other common area businesses is strictly prohibited and will not be tolerated.

Any Tenant wishing to participate in or conduct any type of special marketing event or promotion (ex: guest/celebrity appearances, demonstration of product, etc.) within their store or Premises must obtain the Mall Management's prior consent.

The following types of sales shall not be conducted on or about the Premises:

- (1) Sales using the auction, hawking/badgering method of selling;
- (2) Fire Sales; and
- (3) Closing Out, Lost Lease, Moving, Going Out of Business, or any similar sales.

Operating audio/visual equipment without the approval of the Mall Management is not permitted. Sirens, bells, amplifiers, flashing lights, megaphones, musical instruments, headphones, radio or any equipment causing excessive noise or annoyance will not be permitted. Specialty Tenant, its associates and/or merchandise shall not create any offensive odors from the Premises.

Set-Up & Tear Down/Stocking & Delivery: All set-ups, deliveries, restocking, loading, unloading and tear downs must be done through the Mall service corridors before or after the Mall opens for business each day. In addition, should Tenant need to be in the Mall more than two hours before the Mall opens or two hours after the Mall closes, an After-Hours Permit must be obtained from the Mall Management Office. Tenant must notify Mall Management at least 24 hours in advance in order to obtain after hour Mall access.

Premises must be kept fully stocked at all times. Cardboard boxes and merchandise are not allowed on the floor or in customer's view while the Mall is open for business. All deliveries must use dry, rubber wheels and may not scratch, pierce, or damage the floors. If damage occurs, Tenant is responsible for all repair costs.

Fixtures & Alterations: Tenant shall not make any alteration to Premises by driving or attaching nails, tape, staples, glue, bolts or other materials to any part of the Shopping Center or its equipment. Any damage to the Shopping Center or its property caused by the Tenant, its employees or agents will be Tenant's responsibility, including materials and labor. Tenant is not permitted to make changes to the physical structure of the space without written approval from Mall Management.

Any and all fixtures, accessories or props provided by Landlord must be returned in their original condition at the time of Lease termination. Any damage noted upon return will result in Tenant being required to pay for repair and/or replacement. Damage during tenancy is Tenant's responsibility to report as soon as possible. This includes tears/rips to any RMU security tarp.

No additional floor fixtures including racks and tables are permitted in conjunction with RMUs or Kiosks unless approved in advance by Mall Management.

No aerial, antenna, satellite, tower, etc. shall be erected on the roof, exterior walls of, or within the Premises or the Shopping Center without in each instance having obtained Mall Management's prior written consent. Such shall be subject to removal by Landlord without notice at anytime without liability for damage resulting there from.

Seating: Each RMU is provided with one chair. It is Tenant's responsibility to ensure that the chair stays at the RMU and is secured when the Shopping Center is closed. Kiosks and in-line stores must provide their own chair if one is warranted, which should be approved by Mall Management. No other seating in the common area is permitted unless approved by Mall Management.

Fines: Fines are at the discretion of Mall Management. Any violation of the Mall rules and regulations may incur a fine and potentially jeopardize Tenant's position in the Specialty Leasing Program. In the event a rule or regulation is not observed, a Tenant violation notice indicating the type of violation will be issued. All fines are due upon receipt of notice.

Employee Standards: Tenant and all employees at the Premises will adhere to and maintain the dress code as set forth by Mall Management. Tenant and its employees are expected to be neat, clean and well groomed while on duty. Extremely low-rise jeans, sweat suits, short shorts, halter tops, short skirts or other questionable or revealing clothing styles are NOT permitted. Tenants who do not meet dress code will be asked to leave the Shopping Center until they are appropriately attired.

Eating, drinking and reading are not permitted in or around the Premises.

Absolutely no smoking is permitted in the common areas, corridors, restrooms, in-line stores and back rooms or entrance areas. Smoking is only permitted in the various areas designated for this purpose on the exterior of the Mall property.



Loitering by friends and family at the Premises will not be permitted, nor are they permitted to cover for any employee absence or break. Employees/Tenants are not permitted to babysit their own children or children belonging to others while on duty.

Personal belongings of RMU Tenants, such as coats and purses, must be stored out of sight. The back of the stool cannot be used for hanging purses, coats, bags or briefcases.

Return and Exchange Policy: Tenant must have a return policy clearly posted at the point of sale and professionally signed. Policies are at the discretion of each individual merchant; however, Mall Management strongly encourages doing everything possible to satisfy the customer.

Parking: Tenant and their employees should restrict parking to areas designated by Mall Management. Tenant shall not park any camper, recreation vehicle, trailer, bus, large truck or other vehicles that exceed the size of an individual parking space. Tenant may not use any portion of the Shopping Center property for lodging purposes. Failure to follow designated parking rules may result in a Tenant violation or employee car being towed.

Merchandise Content: Any and all material determined by the Mall Management to be inappropriate and/or in poor taste for the community and/or Shopping Center shall be prohibited. Refusal to remove merchandise at the request of Mall Management will result in termination of the Lease.

Trash Disposal: The disposal of waste is the responsibility of the Tenant. No trash or debris is to be placed inside interior trash receptacles. Tenant is responsible for setting up an account directly with the waste removal contractor for the use of the trash compactors located on the Mall's property. Cardboard must be broken down and separated from all other waste material and placed in the cardboard recycling dumpster. Waste should not be left outside the compactors or cardboard recycling dumpsters. If there is a problem with the compactor, Tenant should notify Mall Management. Trash articles of any type are not permitted in service hallways at any time day or night. This is a fire hazard and violates fire code.

Tenants are required to participate in the recycling program for fluorescent bulbs as per federal guidelines. For more information on fluorescent bulb disposal or other hazardous materials, please contact Mall Management office.

Violators may incur a fine for improper waste removal.

Security: Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage. Incidents should be reported to Mall Management as soon as possible, or 9-1-1 in the event of an emergency.

All RMU's are equipped with a security tarp to use at Mall closing, with the Tenant providing padlocks to secure the tarp. Employees should remain at their RMU, kiosk or store during Mall hours to help avoid theft.

The keys to Premises must be returned to Mall Management upon expiration of the Lease. Storage space and inline store space keys must be returned to a member of Mall Management during a walk-through of the Premises upon conclusion of tenancy.

Tenants shall furnish Mall Management Office with a 24-hour emergency telephone number(s) and contact person(s). This information must be kept current in the Mall Management Office, and is the responsibility of the Tenant to update as necessary.

After-hours access to the Premises will require an After-Hours Permit to be completed. To obtain an After-Hours Permit, store personnel will be required to give at least 24 hours notice. The Mall Management Office will need to know the reason, names of personnel, and the time of entry/exit needed. Mall Management personnel will require proper identification of anyone entering the Mall after lock up. Access may be denied if proper notice is not received and there is improper identification.

Any Tenant scheduling work to be performed before or after mall hours by a third party contractor is required to contract with Mall Security to obtain security special services. Mall Management should be contacted at least 48 hours prior to the special services needing to be scheduled.

Miscellaneous:

Tenant agrees not to:

- (1) Make any use of or allow the Premises to be used in any manner or for any purpose that might invalidate or increase the rate of insurance;
- (2) Use the Premises for any purpose whatsoever which might create a nuisance or injure the reputation of the Premises or the Mall;
- (3) Use the name of the Mall or use pictures of the Mall, except as the address of Tenant's business.

The Landlord may amend, repeal or create new rules and regulations from time to time and all such amendments, repeals and/or new rules and regulations shall be binding upon the Tenant receipt of a copy thereof.

Tenant DBA:

LOVELY BIRD SALON

Date:

5-26-19

