

**MARCO'S FRANCHISING, LLC  
STANDARD LEASE RIDER**

This Marco's Franchising, LLC Standard Lease Rider (this "Rider") is made and entered into on \_\_\_\_\_, 20\_\_ by and among \_\_\_\_\_ (the "Landlord"), \_\_\_\_\_ (the "Tenant"), and Marco's Franchising LLC, an Ohio limited liability company whose address is 5252 Monroe Street, 2<sup>nd</sup> Floor, Toledo, Ohio 43623 ("MFLLC").

**RECITALS**

- A. This Rider supplements and forms part of the attached Lease Agreement between Landlord and Tenant dated \_\_\_\_\_, 20\_\_ (the "Lease") for the premises located at \_\_\_\_\_ (the "Premises") to be used by the Tenant as a "Marco's Pizza" business.
- B. This Rider is entered into in connection with MFLLC's approval of the location of the Premises as a "Marco's Pizza" business and the grant of a franchise to the Tenant pursuant to a Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the "Franchise Agreement").
- C. As a condition to MFLLC granting a franchise to a franchisee, MFLLC requires certain provisions to be contained in the leases entered into by its franchisees, and to evidence Landlord and Tenant's agreement to these terms, the parties hereby enter into this Rider.

**THE PARTIES HEREBY AGREE:**

**1. MFLLC'S NOTICE AND CURE RIGHTS**

Concurrently with giving any Notice of Default to Tenant, Landlord also agrees to send a copy of such Notice to MFLLC. In the event Tenant fails to cure any default within the time required in the Lease, Landlord shall promptly give written notice to MFLLC specifying the nature of Tenant's defaults and granting MFLLC an additional thirty (30) days from the date MFLLC receives such notice to exercise its right, in MFLLC's sole discretion, to either (a) accept an assignment of the Lease upon the same terms (including all renewals) as apply to this Rider; or (b) assign the Lease to an authorized franchisee of MFLLC (provided that such franchisee shall be required to execute any such documentation as required by Landlord).

**2. ASSIGNMENT OF LEASE**

Notwithstanding anything in the Lease to the contrary, Landlord agrees that the Lease and the right, title and interest (including all renewal rights) of the Tenant and any subsequent or successor Tenant thereunder, may be assigned to MFLLC or its parents, subsidiaries or affiliates (MFLLC, its parents, subsidiaries or affiliates are collectively referred to as "MFLLC Entities"), or to an authorized franchisee of MFLLC (provided that such franchisee shall be required to execute any such documentation as required by the Landlord). In the event of an assignment to an MFLLC entity, MFLLC shall at all times have the right to reassign the Lease, without charge and without Landlord's consent being required to an authorized franchisee of MFLLC (provided that such franchisee

shall be required to execute any such documentation as required by the Landlord) and the Marco's Entity shall thereupon be released from any further liability under the Lease. The Tenant shall be and remain liable to the Landlord for all of its obligations under the Lease, notwithstanding any assignment of the Lease to MFLLC or to an authorized franchisee.

### **3. USE CLAUSE**

Tenant shall only use the Premises for the purpose of operating a "Marco's Pizza" store that engages in the preparation and sale of pizza and related food and beverage items for dine-in, carryout and delivery, including any incidental merchandising as is customary in a Marco's Pizza Store now or in the future.

Landlord agrees that throughout the term of the Lease, including any renewals and extensions and provided Tenant has not experienced any condition of default of the Lease, Landlord shall not permit directly or indirectly, another pizza delivery or carryout store, or any adult bookstore, or adult theater to be operated in the shopping center. In the event Landlord breaches its covenant not to lease to another pizza store as provided herein, then Tenant shall be entitled to an immediate reduction of its Rental to One Dollar (\$1.00) per month until such time as this breach is cured if possible or for the remainder of the Lease Term and any renewals if such breach cannot be cured.

### **4. SIGNAGE**

Tenant has the right to install the customary and usual display signs of Marco's Pizza on the building façade as detailed in the signage criteria of the Lease, subject to Landlord's approval which shall not be unreasonably withheld, and subject to applicable government ordinances and restrictive covenants and the shopping center signage criteria attached as an exhibit to the Lease. Tenant shall have the right to erect and display a sign or banner reading "Coming Soon- Marco's Pizza" (or similar words) during the period between that is sixty (60) days prior to Tenant opening for business and through thirty (30) days after Tenant opens for business. All signage requires Landlord's prior review and approval before fabrication and installation. Under no conditions shall any temporary signage require holes to be made in the building. Tenant shall be permitted to display signs and promotional items on the inside of the Premises consistent with MFLLC's national standards.

### **5. PARKING.**

Landlord shall provide adequate parking to serve the Premises (including Tenant's carry-out business) in accordance with applicable local ordinances and required parking ratios.

### **6. NOTICES.**

Landlord agrees to return a fully executed original Lease and this Rider within ten (10) days of execution to MFLLC. All notices pursuant to this Rider shall be in writing and shall be personally delivered, sent by registered mail or reputable overnight delivery service or by other means which afford the sender evidence of delivery or rejected delivery to the addresses described below or to such other address as any party to this Rider may, by written notice, instruct that notices be given.

Marco's Franchising, LLC; 5252 Monroe Street, 2<sup>nd</sup> Floor; Toledo, Ohio 43623  
Attn: Legal Department; Phone: (419) 885-7000

**7. BY EXECUTING THIS RIDER TO LEASE, MFLLC DOES NOT ASSUME ANY LIABILITY WITH RESPECT TO THE PREMISES OR ANY OBLIGATION AS TENANT UNDER THE LEASE UNLESS AND UNTIL MFLLC EXPRESSLY, AND IN A SEPARATE WRITING, AGREES TO ASSUME SUCH LIABILITY AND/OR OBLIGATION AS DESCRIBED ABOVE.**

_____	_____	<b>Marco's Franchising, LLC</b>
<b>Landlord</b>	<b>Tenant</b>	
By: _____	By: _____	By: _____
Printed Name: _____	Printed Name: _____	Printed Name: _____
Title: _____	Title: _____	Title: _____