

**USE AGREEMENT**

<b>USER:</b>	<p>A. Name: <i>Keystone Novelties Distributors, LLC</i></p> <p>B. Check if: <input type="checkbox"/> Individual(s) <input type="checkbox"/> Sole Proprietor <input checked="" type="checkbox"/> LLC S.S.N.:  <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation FEIN: <i>45-4658832</i></p> <p>C. Trade Name: Keystone Novelties</p> <p>D. Address: 201 Seymour St. Lancaster, PA 17603</p> <p>E. Telephone: 717-290-7770 Email: jfmay@keystonenovelties.com</p>
<b>OWNER:</b>	<p>F. Cedar Southington Plaza LLC and Cedar Realty Trust Partnership, LP</p> <p>G. Notice Address: c/o RevUp, Inc., 1626 East Jefferson Street, Rockville, MD 20852-4041, Attention: Legal Department          Payment Address: Via regular USPS mail to Federal Realty Investment Trust, F/B/O Cedar Realty Trust, Inc., P O Box 787287, Philadelphia, PA 19178-7287 or via UPS/FedEx to Federal Realty Investment Trust, F/B/O Cedar Realty Trust, Inc., Lockbox 787287, Wells Fargo Bank, MAC Y1372-045, 401 Market Street, Philadelphia, PA 19106 (or such other address as Licensor may designate by written notice). Payments should be made payable to Cedar Realty Trust. All Payments should reference Contract # 1036, so they are applied correctly.</p>
<b>ASSET:</b>	<p>H. <u>Southington Plaza</u></p>
<b>DESIGNATED AREA:</b>	<p>H. Space No.: <u>N/A</u> as shown on Exhibit A attached. If user utilizes a tent on the asset, it must be secured with sandbags/barrels or water barrels to secure the tent. User may not bore into the pavement. Any container(s) placed onsite as part of user's setup must be clean and free of chipped and/or missing paint. If User requires a portable restroom onsite, user must screen the portable restroom with white lattice on all four sides. If this is not done to Owner's satisfaction, User will be required to relocate the portable restroom to a location of Owners choosing.</p>
<b>AGREEMENT TERM:</b>	<p>J. Commencing <u>June 18, 2020</u>          Expiring <u>July 9, 2020</u>          Permitted Hours: Regular Shopping Center Hours          Additional Comments: <i>CONTRACT VOID AND FEE RETURNED IF PERMITS NOT SECURED OR COVID-19 RELATED LIMITATIONS IMPOSED</i></p>
<b>USAGE FEE:</b>	<p>K. \$2,000.00 payable upon user's execution of this agreement. Any partial periods shall be prorated on a daily basis calculated on a 365-day year.          Additional Comments: _____</p>
<b>ADDITIONAL CHARGES:</b>	<p>L. Intentionally Deleted</p>
<b>DEPOSIT:</b>	<p>M. Intentionally Deleted</p>
<b>PERMITTED USE:</b>	<p>O. The Designated Area shall be used for <u>the retail sale of fireworks as permitted by the municipality</u>, and for no other purpose. User shall not use the Designated Area for any use or purpose that would violate any exclusive or restricted use at the Asset or violate any applicable laws, ordinances or other regulations.</p>

The terms and conditions appearing on the **ADDENDUM**, the location of the Designated Area as shown on **EXHIBIT A** and the **RULES AND REGULATIONS** attached as **EXHIBIT B**, all of which are attached hereto, have been reviewed and approved by the parties and are incorporated into and made a part of this Agreement (hereinafter, the "Agreement") by reference.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereunto set their hands this April 24, 2020

OWNER:

Cedar Southington Plaza LLC and  
Cedar Realty Trust Partnership, LP

By: Robin Zeigler  
Name: Robin Zeigler  
Title: \_\_\_\_\_

USER:

Keystone Novelties Distributors, LLC d/b/a  
Keystone Novelties

By: John F. May  
Name: JOHN F. MAY  
Title: MANAGING DIRECTOR

## ADDENDUM

1. **LICENSE.** Owner hereby grants to User a non-exclusive, non-transferable, revocable, temporary license to occupy and use the Designated Area in accordance with this Agreement. Such license shall automatically terminate without further action upon the expiration of the Agreement Term.
2. **AGREEMENT TERM; USE; CONTINUOUS OPERATION.** User shall occupy and use the Designated Area solely for the Permitted Use for the Agreement Term, unless sooner terminated. User must obtain all required governmental permits and approvals at its own cost and expense, and shall comply with all applicable laws.
3. **TERMINATION.** Owner shall have the right to terminate and revoke this Agreement and User's rights hereunder on not less than two (2) days-notice by delivering notice of revocation and termination. Such notice shall indicate the effective date of termination and revocation. Additional Comments: \_\_\_\_\_
4. **CONDITION OF DESIGNATED AREA/UTILITIES/USER'S IMPROVEMENTS.** User accepts the Designated Area "as is." Owner has no obligation to improve or repair the Designated Area. Owner shall arrange directly with local utilities for utility service and shall pay the cost of all services furnished to and/or consumed by User. Owner shall not be liable for any failure or interruption of any utility services to the Designated Area. User may install signage, décor and other improvements at the Designated Area, at its sole expense, subject to Owner's prior written approval. Any work performed by User shall be in accordance with plans and specifications, prepared by User's architect and approved by Owner in writing. User shall not commence any such work until Owner has approved the User's plans and all building and other permits and other required approvals have been issued. User's general contractor will meet with Owner's representative prior to the initiation of any work in the Designated Area to review Owner's construction rules and regulations and provide all required documentation specific to the Asset.
5. **DEPOSIT.** Intentionally Deleted
6. **PAYMENTS.** User shall pay to Owner, without notice or demand, the Usage Fee and any additional charges (individually and collectively, "Usage Charges") as and when due. User also shall timely pay, without demand, all licenses, taxes and fees assessed against either Owner or User because of the use or occupancy of the Designated Area by User or the Usage Fee paid to Owner. Payments are deemed made when actually received by Owner. If any payment is not received by 5:00 p.m. on the due date, then in addition to Owner's other rights and remedies, User shall pay a late fee equal to the greater of 5% of the amount due or \$25.00 per day. In addition, in the event that any payment is refused due to insufficient funds, Owner shall be entitled to a fee equal to Fifty and 00/100 Dollars (\$50.00) per occurrence to cover its administrative costs, which fee is in addition to any other remedy hereunder and shall be payable within three (3) days of a demand therefor.
7. **DEFAULTS.** If User fails to timely pay or perform any obligation hereunder, Owner shall have all rights and remedies available at law, including, without limitation, the following: (a) terminating User's right to use the Designated Area upon 24 hours' notice; (b) after termination, utilizing any means necessary, without liability, to take possession of the Designated Area and all improvements, equipment, fixtures personal property and inventory, and remove any persons in possession thereof; and/or (c) curing any default of User under this Agreement and User shall immediately pay to Owner the cost of the cure. Owner may also recover from User as damages (all of which shall be immediately due and payable from User to Owner) the sum of the following: (i) the amount of any Usage Charges due and owing at the time of termination; (ii) the amount of Usage Charges coming due from the date of termination through the end of the Agreement Term as originally contemplated under this Agreement; and (iii) all other amounts necessary to compensate Owner for all damages caused by User's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom, including without limitation the cost of repairing the Designated Area and reasonable attorneys' fees. Owner's remedies are cumulative.
8. **RULES.** To allow for effective operation of the Asset by all persons or entities doing business or patronizing the Asset, User shall abide by the rules attached hereto as Exhibit B, as may be amended at Owner's sole discretion.
9. **INSURANCE.** User shall, at its own expense, obtain and thereafter continuously keep in force during the entire Agreement Term:  
(i) all-risk property damage insurance for the full replacement cost of the Designated Area and all improvements, fixtures, contents and personal property therein, and having a deductible of not more than \$1,000.00, without incurring the effect of co-insurance; and (ii) commercial general liability insurance on an occurrence basis with a minimum combined single limit of \$1,000,000.00 and a general aggregate limit of \$2,000,000.00. If User sells, serves or distributes alcoholic beverages in or on the Designated Area, then such general liability insurance shall include Liquor Legal Liability coverage at the same minimum limits of liability as shown above. Such insurance shall name Owner (and any other parties designated by Owner) as additional insureds and shall provide for a waiver of any right of recovery by way of subrogation against Owner in the event of any loss. User shall also provide proof

of Worker's Compensation Insurance and Employer's Liability Coverage as required by statute. User shall deliver to Owner, simultaneously with its execution of this Agreement, a certificate evidencing the required coverage hereunder, and including an endorsement which states that such insurance may not be cancelled except upon 10 days' prior written notice to Owner.

User shall cause any contractor performing work on the Designated Area to obtain, carry and maintain, at no expense to Owner the same coverages that User is required to obtain and maintain, together with business automobile liability insurance including the ownership, maintenance and operation of the automotive equipment, owned, hired, and non-owned coverage with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. If the contractor fails to acquire such insurance, User shall provide such insurance (except worker's compensation insurance and employer's liability). Owner shall be added as an additional insured to all liability policies required by this Agreement.

**10. INDEMNITY.** User will defend, indemnify and save harmless Owner, and all its employees, agents, affiliates and related entities, from and against any and all claims, demands, and suits at law or in equity, arising directly or indirectly out of the use or occupancy of the Designated Area, or the acts or omissions of User, its servants, employees, agents, contractors and/or invitees, and from and against any and all costs and expenses, including court costs and attorney's fees, and liability incurred in connection with any claim, demand or proceeding brought thereon. The commercial general liability coverage to be maintained by User shall specifically insure the User's contractual obligations to defend, indemnify, and save harmless Owner.

To the maximum extent permitted by law, Owner, its lessors, partners and members, and their respective shareholders, partners, members, trustees, agents, representatives, directors, officers, employees and mortgagee(s), shall not be liable for, and User waives all claims for, loss or damage to User's business or injury or damage to person or property sustained by User, or any person claiming by, through or under User, resulting from any accident or occurrence in, on, or about the Asset, including claims for loss, theft, injury or damage to person or property resulting from any cause, act or omission whatsoever.

**11. MAINTENANCE OF DESIGNATED AREA; ACCESS.** User shall keep and maintain the Designated Area and the surrounding area neat, clean, free of debris and trash, and in good order and repair and in an attractive and clean condition. If User causes any damage to or alters any portion of the Designated Area, User shall repair and maintain the portion so damaged or altered so that it is in good order and condition (as determined by Owner). While Owner shall have the right to enter on the Designated Area at all times, Owner agrees to use reasonable efforts not to cause an unreasonable interference under the circumstances with the conduct of User's Permitted Use of the Designated Area. If the Designated Area is an in-line or similar enclosed space, Owner agrees to provide reasonable notice to User before showing the Designated Area to prospective tenants or lenders.

**12. END OF AGREEMENT TERM.** At the expiration of the Agreement Term or earlier termination of this Agreement, User shall quit and surrender the Designated Area, including all improvements, fixtures, equipment and other property that was located in or about the Designated Area upon delivery to User, in good order and condition, reasonable use and wear thereof excepted, and shall remove its equipment and any other personal property, and repair any and all damages caused by such removal. Any equipment or personal property not removed shall be deemed abandoned, but User shall remain liable for the cost of removal and disposal.

**13. HOLDOVER.** If User, or any person claiming through User, continues to occupy the Designated Area after the expiration or earlier termination of the Agreement Term, then, at Licensor's discretion: (i) such usages or occupancy shall be deemed a day-to-day usage or occupancy under the same terms and conditions set forth in this Agreement, except, however, that the Usage Fees payable during such continued occupancy shall be 2-1/2 times the amount in effect immediately prior to such expiration or earlier termination, and Owner may terminate User's occupancy upon twenty-four (24) hours' notice; and (ii) Owner may remove User's personal property at User's expense with no liability to Owner for any loss or damage thereto.

**14. PARTIES' RELATIONSHIP.** The relationship between the parties hereto is that of licensor and licensee and nothing contained herein shall be construed to create a relationship between the parties which would make either party responsible for the debts of the other. User does not and shall not claim any interest or estate of any kind in the Designated Area by virtue of this Agreement or its occupancy or use under this Agreement.

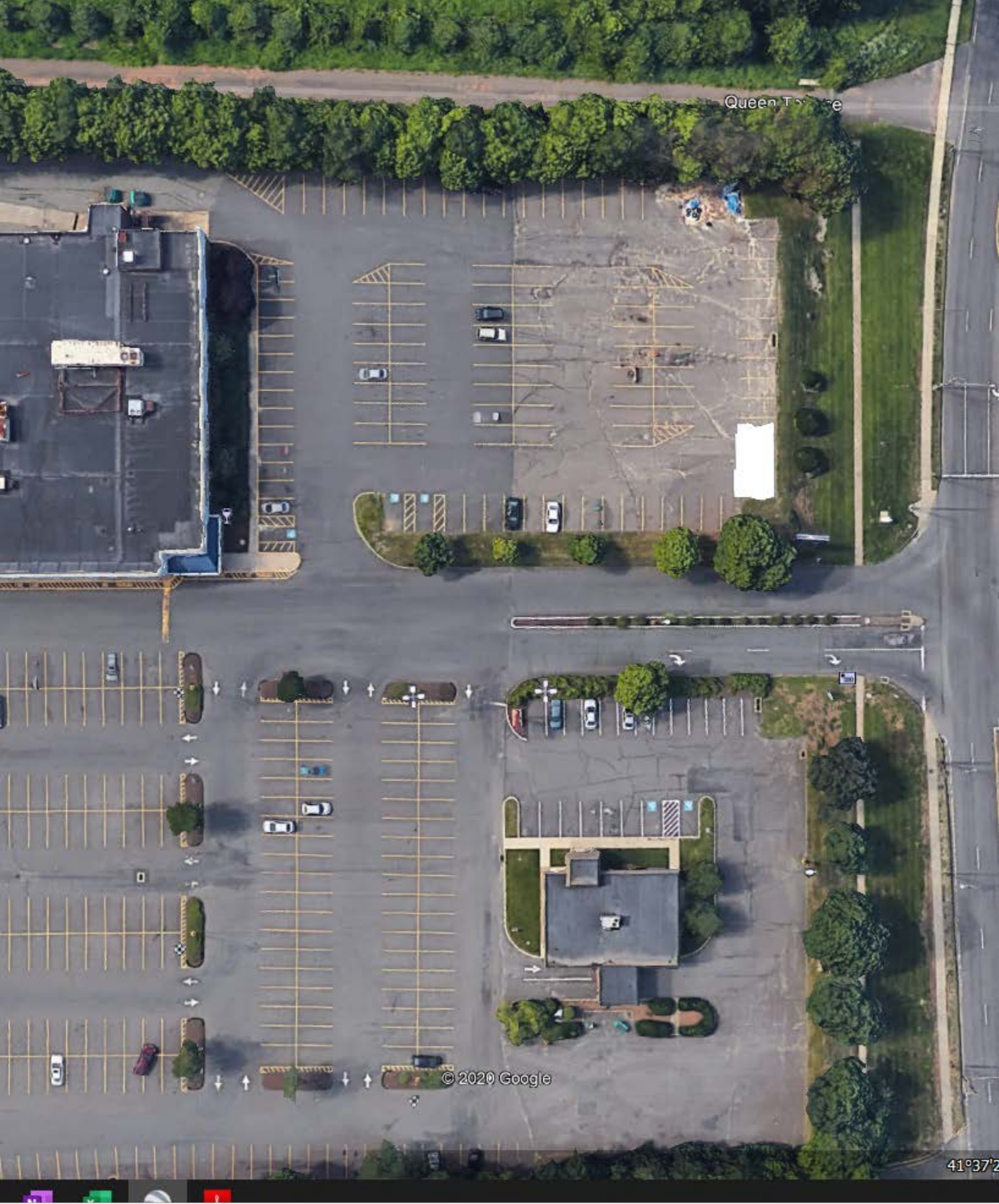
**15. WAIVER OF JURY TRIAL.** Owner and User each hereby waives any and all rights to a trial by jury of any and all issues arising in any claim, action, proceeding, or counterclaim between Owner and User (or their successors, assigns, personal or legal representatives or heirs) under or in connection with this Agreement, any of its provisions, the use or occupancy of the Designated Area, the relationship of Owner and User, and/or any claim for injury or damage. If either Owner or User are a partnership, this waiver shall be binding upon the partners of each as well.

**16. NOTICE.** Any notice or other communication which any party may desire or be required to give to any other party shall be in writing and shall be sent to the other party by prepaid certified mail-return receipt requested, or by a nationally-recognized overnight courier service, to the addresses specified on page 1, or to such other address as any party shall designate to the other by like notice. Said notice or other communication shall be deemed given when deposited in an official United States Post Office (as to certified mail) or the next business day after being given to the overnight carrier service (as to overnight courier). Owner may also hand deliver notice to User at the Designated Area.

**17. ASSIGNMENT.** User shall not assign, mortgage or pledge this Agreement, or enter into any sub-occupancy agreement, concession or license of the Designated Area. Any change whatsoever in ownership or the control of User shall be deemed an unauthorized

assignment. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto.

- 18. LIMITATION ON RIGHT OF RECOVERY.** User agrees to look solely to Owner's interest in the Asset for the satisfaction of any claim arising from this Agreement and shall not seek to impose personal liability on any shareholder, partner, member, trustee, officer, employee, representative or agent of Owner.
- 19. LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the state where the Designated Area is located.
- 20. WAIVER.** Waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein.
- 21. ATTORNEY FEES.** User agrees to reimburse Owner for any and all reasonable attorneys' fees and costs incurred by Owner to enforce User's compliance with this Agreement.
- 22. AGREEMENT.** This Agreement contains the entire agreement between the parties, and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may be changed or modified only by a writing executed by the party against whom enforcement thereof is sought.
- 23. HAZARDOUS SUBSTANCES.** User shall not cause or allow the generation, treatment, storage, or disposal of Hazardous Substances on or near the Designated Area or the Asset. User shall immediately notify Owner upon discovery of any Hazardous Substance release affecting the Designated Area and, at its sole expense and at Owner's option, remediate to Owner's 's satisfaction or reimburse Owner's 's costs of investigation or remediation of any such release arising from any act or omission of User, its employees, agents, contractors or invitees. As used herein, "Hazardous Substances" shall mean: (i) hazardous or toxic substances, wastes, materials, pollutants and contaminants which are included in or regulated by any federal, state or local law, regulation, rule or ordinance; (ii) petroleum products; (iii) halogenated and non-halogenated solvents; and (iv) all other regulated chemicals, materials and solutions which, alone or in combination with other substances, are potentially harmful to the environment, public health or safety or natural resources.
- 24. TIME OF ESSENCE.** Time is of the essence of this Agreement and of each and every provision hereof of which time is an element.



Queen Terrace

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41°37'2

EXHIBIT B  
RULES AND REGULATIONS

**MADE A PART OF LEASE FOR  
PREMISES AT SOUTHINGTON PLAZA SHOPPING CENTER**

The following Rules and Regulations are required to be observed by the User as well as all employees, agents and invitees of User. These Rules and Regulations, which Owner may amend or add to at any time by notifying User in writing, shall be binding upon the User and are expressly made a part of the User's Lease. Violation of any Rule or Regulation shall have the same force and effect as the violation of any term, covenant or condition of the Lease and shall constitute an event of default thereunder. In the event of any conflict between the terms of these Rules and Regulations and the other terms of the Lease, the other terms of the Lease shall control.

1. Hours of Operation. The Center shall remain open during the following hours (unless User is specifically permitted by the Lease or the Owner to do otherwise):  
Monday through Saturday: 10:00 AM through 9:00 PM  
Sunday: 12:00 Noon through 5:00 PM

Stores and retail establishments shall be open and operating for business not later than 10:00 AM, Monday through Saturday, and not later than 12:00 Noon on Sunday, and remain open until the Center closes.

Owner reserves the right to allow one or more Users to have additional operating hours at Owner's sole discretion. User shall remain closed, or, if Owner consents in writing, operate on Sunday hours on the following holidays:

Christmas Day  
Thanksgiving Day

2. Window Displays. User agrees to conform to Owner's criteria for window displays, and to change displays seasonally and at least monthly for the purpose of creating interest and change within the Center. User agrees to keep window displays and storefronts illuminated (at least 200 candlepower per lineal foot, but not more than 1,000 candlepower per lineal foot) when the store is open.
3. Conduct of Employees. User shall use all diligence to ensure that his/her employees take care to present themselves in dress and demeanor to customers and the general public in such manner as to be a credit to the shop specifically and the Center generally.
4. Use of Common Areas. The sidewalks, entrances, passages, courts, plazas, escalators, elevators, vestibules, stairways, corridors, halls and Common Areas of the Center shall not be obstructed or encumbered by User or any servant, agent, guest, licensee, or invitee of User, or used for any purpose other than the ingress and egress to and from the Premises except for such use of the Common Area as Owner may from time to time authorize.
5. Awnings and Projections. No awnings or other projections shall be attached to the exterior surface of the walls enclosing the Premises. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of User's space without the prior written approval of Owner as to quality, type, design, color and manner of attaching the same. No protective screen, grating, shade or other enclosing device shall be used on the part of the Premises abutting the Common Area, courts or public corridors without Owner's prior written approval as to the quality, type, design, color and manner of attaching the same, to the end that all storefronts facing the Common Area will be compatible in appearance.
6. Signs and Displays. No sign, streamer, banner, advertisement, notice or other lettering shall be exhibited, inscribed, appointed or affixed by User at any place outside the Premises or inside the Premises so that the same is visible from outside the Premises without the prior consent of the Owner as to form, color, quality, and manner of attachment. Under no circumstances shall User exhibit or affix anywhere inside the Premises or on the walls or windows enclosing the Premises or in the Common Area any hand-painted signs. In the event of the violation of the foregoing by User, Owner may remove the same without any liability, and may charge the expense incurred by such removal to User. User will maintain any such sign, decoration, lettering, advertising matter or other thing, as may be approved by Owner, in good condition at all times.
7. Maintenance of Premises. User will, at User's expense, maintain the Premises in a clean, orderly and sanitary condition and free of insects, vermin, rodents, and other pests; no refuse, trash or garbage shall be suffered by User to remain in the Premises at night after normal working hours. During normal working hours all refuse, trash, garbage and containers will be so placed in the Premises as to be not visible from the exterior of the Premises or from the interior areas of the Premises normally used by the public.

Furthermore, nothing shall be thrown or swept out of doors or windows of the Premises onto sidewalks, entrances, passages, courts, plazas, vestibules, stairways, corridors, halls or the Common Area. User will promptly repair at User's expense, any damage to the Premises or elsewhere in the Center caused by the delivery to or removal from the Premises of any trash, refuse, or garbage unless such damage is caused by Owner or its agents, employees, contractors or authorized agents. In default of such repairs by User, Owner may make the same and User agrees to pay the cost thereof to Owner promptly on demand.

8. Repairs by User. All repairs done by User shall be made only according to plans and specifications and by persons approved by Owner. Before any repairs required to be made by User under the covenants and conditions of the Lease and/or under these Rules and Regulations are commenced, User shall provide written notice to Owner's mall manager specifying the date that such repairs shall commence, the projected completion date of the repairs and the names of all persons who will be engaged in performing the repair work. Owner shall be entitled to inspect the repair work while in progress and upon completion.
  9. Work in Progress. No User shall mark, paint, drill into, or in any way deface any part of the Premises and no boring, cutting or stringing of wires shall be permitted, unless the prior written consent of Owner has first been obtained.
  10. Use of Owner's Employees. User shall neither require nor request that the maintenance crew employed by Owner at the Center perform any repair or maintenance work whether such repairs or maintenance are the obligation of Owner or User under either the Lease or these Rules and Regulations, nor shall User pay any remuneration for maintenance services directly to any member of Owner's maintenance crew. All requests for assistance from Owner's maintenance crew shall be made, in writing, to the mall manager, who shall determine whether such repairs and maintenance are the responsibility of Owner or User, in accordance with the requirements of the Lease, and whether and at what time such repairs and maintenance shall be performed by the Owner's maintenance crew, provided, however, that Owner agrees that it will not act unreasonably or arbitrarily in making such determination and shall commence all repair and maintenance work for which Owner is responsible as soon as reasonably possible without, thereby, disrupting the orderly operation of the Center. User shall reimburse Owner, within five (5) days after receipt of a written statement from Owner, for all costs incurred by Owner in effecting repairs and maintenance at the request and on behalf of User that are not the responsibility of Owner under the Lease.
  11. Public Rest Rooms. All rest rooms at the Center that are designated by Owner as public rest rooms shall remain unlocked during the regular business hours of the Center and public access thereto shall not be obstructed by User or its employees. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of such fixtures shall be borne by the User who, or whose servants, employees, agents, guests or licensees, shall have caused the same.
  12. Bicycles and Pets. No bicycles, vehicles or animals of any kind shall be brought into or kept or permitted in or about the Premises or the Common Area.
  13. Storage and Equipment. User shall use only such space in the Premises for storage purposes as is reasonably required for User's business therein, and shall not store in the Premises display racks, equipment, signs, merchandise or items of personal property for use at any other restaurant, shop, store or office that User is occupying outside the Center. User shall also not use any area at the Center, other than the Premises, for storage. No User, nor any of User's servants, employees, agents, guests or licensees, shall at any time bring or keep upon the Center or the Premises any flammable, combustible, highly toxic, corrosive or explosive fluid, chemical or substance without the Owner's prior approval, nor shall such material be kept in the Premises except to the extent permitted by law and then only with prior written consent of Owner.
- Owner reserves the right to have removed from the Premises any machine, instrument or appliance requiring the use of gas or electric current that User may have installed, attached, or brought into the Premises without Owner's prior approval, and Owner may charge the cost of such removal and any damage sustained thereby as additional rent, applicable at the option of Owner, immediately or with the next month's rent payable under this Lease.
14. Automobile Parking. User shall cause its employees to park their motor vehicles within the area designated by Owner for User and its employees. Owner may, from time to time, designate a different area for parking by User and its employees.
  15. Cooking, Odors and Noise. Unless User is specifically permitted by the Lease to do so, no cooking shall be done or permitted by the User on the Premises without the prior written consent of the Owner. Under no circumstances shall User cause or permit any unusual or objectionable noise or odor to be produced upon or emitted from the Premises.



16. Promotions, Sales and Advertising. User shall not permit, allow or cause any public or private auction or any fire, smoke, "going out of business", bankruptcy, sheriff or receiver sales in the Premises, nor shall User solicit business nor distribute any handbills or other advertising matter in the Common Area, nor shall User use or permit the use of advertising media such as loudspeakers, phonographs, public address systems, sound amplifiers, radio, or broadcasts within the Common Area or within the Premises so as to be audible in the Common Area, nor shall User use or permit any use of the Premises except in a manner consistent with the highest standards of merchandising and services. User shall not make, or permit or suffer to be made on the Premises, any unreasonable or disturbing noises or vibrations either by persons or machines of any type, and shall not interfere with the occupants of any other part of the Center or their guests, invitees or persons using the Common Area. User shall not use or permit the use of any apparatus of sound reproduction or transmission, or any musical instrument, such that the sound shall be audible beyond the Premises. Canvassing, soliciting and peddling are totally prohibited and each User shall cooperate to prevent the same.

Owner reserves the right to prohibit any advertising through any medium whatsoever that in Owner's opinion tends to impair the reputation of the Center or its desirability as a location for stores or offices; and upon request of Owner, User shall immediately discontinue such advertising.

17. Safety and Security. Owner reserves the right to exclude all persons from the Center at any time commencing one (1) hour after User closes or is required to close its Premises for business with the public and ending one (1) hour before User opens or is required to open its Premises for business with the public, unless User or its authorized representative is present at the Center specifically requests the Owner to admit any particular person and Owner, in its sole discretion, agrees to such admission. User will be responsible for the conduct of any person admitted to the Center during such hours at User's request.

Further, Owner reserves the right to close and keep locked any and all entrances and exit doors of the Center and gates or doors closing any parking areas thereof during such hours as Owner may deem to be advisable for the adequate protection of the Center and all Users therein.

And, Owner reserves the right to exclude or expel from the Center any person who, in the judgment of Owner, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of the Rules and Regulations of the Center.

User, when closing the Premises, shall see that all windows and exit doors from User's Premises are closed and locked. User will furnish Owner "after-hours" emergency telephone numbers and with a key to the Premises, for the sole use of the Owner at its discretion.

18. Waiver. Owner reserves the right to waive any Rule or Regulation in any particular instance or as to any particular person or occurrence, and further, Owner reserves the right to amend or rescind new rules and regulations to the extent Owner in its sole judgment, deems suitable for the safety, care and cleanliness of the Center.

19. Modification. Whenever any notice, approval, consent, request, or election is given or made pursuant to these Rules and Regulations, it shall be in writing. No consent or waiver, expressed or implied, by Owner to or of any breach of any rule or regulation shall be construed as a consent or waiver of any other breach of same or any other rule or duty. Whenever any approval or consent by Owner or User is expressly required by these Rules and Regulations, the approval or consent shall not be withheld unreasonably.

# TENANT CONTACT SHEET

Shopping Center: SOUTHINGTON PLAZA

Tenant Name: KEYSTONE NOVELTIES DISTRIBUTORS, LLC

Tenant Address: 201 SEYMOUR ST  
LANCASTER, PA 17603

Tenant Space No. PARKING LOT - TENT SALE

Tenant Trade Name: KEYSTONE FIREWORKS

Tenant Contacts:

Owner: JACK MAY Telephone: 717-290-7770

Telephone: \_\_\_\_\_

Manager: RICK SCARY Telephone: 717-740-5607

Telephone: \_\_\_\_\_

Tenant Store Telephone: (\_\_\_\_) \_\_\_\_\_

N/A

Tenant Fax Number: (\_\_\_\_) \_\_\_\_\_

Tenant E-Mail Address: ifmay@KEYSTONENOVELTIES.COM

Emergency Telephone: (\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_

Cellular: (610) 888-5715 Contact Person: JACK MAY

Pager: (\_\_\_\_) \_\_\_\_\_ Contact Person: \_\_\_\_\_

Hours of Operation: 9:00AM TO 9:00 PM 7/3 & 4 9:00AM TO 11:00AM

Days of Operation: JUNE 22-25 TO JULY 5 2020

Corporate Billing Address: 201 SEYMOUR ST  
LANCASTER, PA 17603

Corporate Contact: JACK MAY

Corporate Office Telephone: 717-394-1078

Dated: 4/21/2020

**PLEASE RETURN TO:**

Cedar Realty Trust, Inc.  
44 S. Bayles Avenue, Suite 304  
Port Washington, N.Y. 11050