

STATE OF ALABAMA )

JEFFERSON COUNTY )



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LEASE

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THIS LEASE, made this 23<sup>rd</sup> day of February, 1972  
between JOSEPH A. DEMARCO, SR. (hereinafter called "Landlord")  
and BRUNO'S, INC., a corporation (hereinafter called "Tenant")  
which terms Landlord and Tenant shall include, whatever the  
context admits or requires, singular and plural, and the heirs,  
legal representatives, successors and assigns of the respective  
parties;

W I T N E S S E T H :

That the Landlord, in consideration of the covenants of  
the Tenant, does hereby lease and demise unto said Tenant and  
the Tenant hereby agrees to take and lease from the Landlord,  
for the term hereinafter specified, the following described  
premises:

That certain store building, approximately 70  
feet in width by 120 feet in depth and the land on which the  
same shall stand (hereinafter collectively called the "demised  
premises" or the "leased premises"), which store and building  
and related improvements are to be constructed by Landlord  
according to plans and specifications to be approved by the  
parties as herein provided, and shall be in the location and of  
the dimensions as outlined on the Plot Plan prepared by Harmon  
& Moss, Architects, Inc., Birmingham, Alabama, as last revised  
on February 3, 1972, attached hereto and marked Exhibit "A"  
and by this reference made a part hereof.

The demised premises are located in a shopping center  
development (shown in detail on Exhibit "A"), known as Pelham  
Plaza Shopping Center (hereinafter called "shopping center"),  
in the City of Pelham, County of Shelby, State of Alabama, the



legal description of the shopping center being as follows:

(described in Exhibit "1" attached hereto  
and by this reference made a part hereof)

TERM:

FOR THE TENANT TO HAVE AND TO HOLD from the date when Tenant opens said premises for the transaction of its business as hereinafter provided for an initial term of twenty (20) years from the commencement date (commencement date being the date when rent shall begin to accrue under this lease as hereinafter provided), if such date of commencement of the term hereof shall occur on the first day of a calendar month, and if not, such term shall commence upon the first day of the calendar month next following the date of commencement. The parties agree to execute a supplemental agreement fixing the commencement and termination dates of the term hereof when the same shall have been determined as herein provided.

This lease is granted and accepted upon the foregoing and upon the following terms, covenants, conditions and stipulations:

1. RENTAL:

The Tenant agrees to pay to the Landlord as a minimum guaranteed rental for the demised premises during the term of this lease and any extensions thereof, the sum of Fifteen Thousand Seven Hundred Ninety-Two and no/100 (\$15,792.00) Dollars per annum. The minimum guaranteed rental shall be paid in twelve (12) equal monthly installments of One Thousand Three Hundred Sixteen and no/100 (\$1,316.00) Dollars per month, which installments shall be due and payable in advance on the first day of each and every calendar month of the lease term, and any extensions thereof.

In addition, the Tenant agrees to pay to the Landlord a percentage rental equal to amount, if any, by which one per cent (1%) of Tenant's gross sales made from the demised premises in each fiscal year ending June 30th during the term of the lease and any extensions thereof, exceeds One Million Five Hundred Seventy-Nine Thousand Two Hundred (\$1,579,200.00) Dollars.

Any excess rent which may become due by reason of the percentage of sales provisions shall be payable by Tenant within



sixty (60) days after the expiration of each fiscal year. However, upon final termination of the lease, if not extended, or upon termination of the last extension thereof, any excess rent which may be due by reason of said percentage of sales provision shall be payable by Tenant within sixty (60) days after such termination or expiration of the leasehold. The percentage rent for each fiscal year shall be calculated separately and without reference to the volume of sales of any other year. For purposes of calculating the percentage rental due hereunder, the Tenant's fiscal year shall be from July 1st to June 30th of each year. The first monthly installment of rental shall be due on the first day of the next succeeding complete calendar month after the date the lease commences as hereinafter provided, and shall include any rent due for the preceding fractional month. Both guaranteed rental and percentage rental for fractional years and fractional months occurring at the beginning and end of the term, or any extension thereof, shall be prorated on the basis of the annual rental.

1(a) DEFINITION OF "GROSS SALES"

The term "gross sales" as used herein shall mean the aggregate gross sales price of all merchandise sold, and gross charges for all services rendered in or from the demised premises, both for cash and on credit, provided, however, such term shall not include (1) any sales tax, gross receipts tax, or similar tax by whatever name called, the amount of which is determined by the amount of sales made, and which Tenant may be required to collect and account for to any governmental agency; (2) transfers of merchandise made by the Tenant from the demised premises to any other stores or warehouses of Tenant or its affiliated companies; (3) credits or refunds made to customers for merchandise returned or exchanged; (4) accommodation sales, such as sales of postage

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Shelby Cnty Judge of Probate, AL  
01/03/1973 12:00:00 AM FILED/CERT



BOOK 278 PAGE 57

stamps, government bonds or savings stamps or similar items; (5) returns of merchandise to suppliers or manufacturers; (6) net amount of discounts allowed to any customer, including discounts resulting from the issuance to customers of trading stamps, receipts or coupons for exchange of merchandise or other things of value; and (7) merchandise or other things of value issued in redemption of trading stamps or as a premium in connection with any sales promotion program; (8) receipts or commissions from public pay telephones; (9) receipts or commissions for vending or weighing machines; (10) sales of fixtures, machinery or equipment after use thereof in the conduct of Tenant's business in the leased premises; (11) all sales at discount to Tenant's employees. Tenant makes no representation or warranty as to the amount of sales it expects to make in the demised premises.

1(b) RECORD OF SALES

The Tenant shall keep complete and accurate books and records of its gross sales made from the demised premises, which books and records shall be kept by the Tenant at the office address hereinafter designated for notices. At the end of each fiscal year, or at the end of the leasehold, if it sooner occurs, and at such time as the percentage rental shall be payable by Tenant as hereinabove provided, the Tenant shall submit to the Landlord a written statement of the gross sales made by Tenant from the demised premises during the preceding fiscal year. Such statement of sales shall be treated as confidential by the Landlord and shall be conclusive unless the Landlord, within ninety (90) days after the receipt thereof, shall cause applicable records to be audited in a manner not to unreasonably interfere with Tenant's business by a certified public accountant employed and paid by



the Landlord.

Landlord may disclose Tenant's sales statements to any present or future mortgagee or prospective purchaser of the demised premises provided any such mortgagee or prospective purchaser shall treat said sales statements as confidential.

## 2. USE

The demised premises may be used for a retail super drug store, including, but not limited to, sale of drug items, and drugs prepared and compounded from prescriptions of medical doctors, health and beauty aids, sale of other general merchandise, commodities and services, and such other articles commonly sold in other super drug stores in the Birmingham, Alabama area, or for the conduct of any general mercantile business, provided, however, the demised premises shall not be used or assigned or subleased under the provisions of Paragraph 25 hereof for any primary use or business which shall be in direct competition with the primary use or business engaged in by any other than Tenant in the shopping center to whom Landlord has granted a right of exclusive use of which Tenant herein has been given notice as in this lease provided.

Tenant at all times shall fully and promptly comply with all laws, ordinances and regulations of every lawful authority having jurisdiction of said premises, as such shall relate to the cleanliness and use of said premises and the character and manner of operation of the business conducted in or at said premises.

## 3. CONSTRUCTION OF SHOPPING CENTER

The Landlord, at its sole cost and expense, shall construct the shopping center, substantially as shown on Exhibit "A" consisting of all the buildings shown thereon, together with all side-walks, streets, entranceways, malls, parking areas, service drives, driveways and related improvements, said improvements (excluding buildings) being sometimes hereinafter referred to as "Common Areas." The landlord, at its sole cost and expense shall



grade and surface with top quality materials all paved portions of the common areas (including parking area), and shall provide proper and adequate water drainage and lighting system and operations therefor and shall operate and maintain the same in good repair and usable condition for use by the patrons of the shopping center and the tenants and their employees during the term of this lease and any extensions thereof. The arrangement and location of all store buildings and common areas (including parking area) within the shopping center shall at all times during the term of this lease, or any extensions thereof, be maintained as shown on Exhibit "A" and shall not be changed without the written consent of the Tenant. If not shown on Exhibit "A", Tenant expressly reserves the right to approve the finish elevations of all store buildings and common areas (including parking and service areas) within the shopping center.

In addition to the store building, Landlord shall also be required to construct a machine room to be occupied by Tenant under the terms of this Lease, which machine room is described in the Plans and Specifications to be approved by the parties to this Lease Agreement.

Any provision in this entire Lease Agreement to the contrary notwithstanding, in the event the total construction costs, as estimated exclusively by Landlord, of the improvements which Landlord is required to construct under the terms of this Lease, as such construction costs are hereinafter defined and limited, shall exceed Eleven Dollars (\$11.00) per square foot, Landlord shall have the option to declare this entire Lease Agreement as null and void by giving not less than fourteen (14) days' written notice to Tenant of such cancellation at any time prior to August 14, 1972. The construction costs of Landlord, as referred to hereinabove, shall include all payments to contractor, architects' fees, interest during construction, attorneys' fees, engineering

BOOK 278 PAGE 59

fees, building permits, and all other direct and indirect construction costs covering the improvements to be occupied by Tenant herein, but shall specifically not include any land cost, shall not include any cost of site preparation, and shall not include any costs involved in the preparation of parking areas to serve all of the Tenants in the Shopping Center, including, without limitation, paving, striping, lighting, etc.

Landlord agrees at its sole cost and expense, to construct the store building for occupancy by Tenant in accordance with the plans and specifications to be approved by both Landlord and Tenant. Plans and specifications shall be approved when initialed by both parties, and when initialed shall constitute a part of this lease. Said plans and specifications shall provide for a complete store building, commonly referred to as a "lock and key job", and shall include, but without limitation the following: Air conditioning and heating equipment including insulated duct work with registers and grilles and roof or ceiling structural system adequately designed to support said air conditioning and heating equipment, plumbing and plumbing fixtures, drains, interior walls and partitions, electrical wiring, lighting fixtures to Tenant's requirements, terazzo flooring in the sales area and hardened concrete in warehouse and storage areas (color at Tenant's option), automatic doors, connection of air conditioning and heating equipment and connections to all utilities. Tenant shall provide its own trade fixtures which shall be connected by Landlord. All equipment and fixtures provided by Tenant shall remain the property of Tenant and may be removed by Tenant from the demised premises at any time.

BOOK 278 PAGE 60



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Shelby Cnty Judge of Probate, AL  
01/03/1973 12:00:00 AM FILED/CERT



4. COMPLETION DATE

Landlord covenants and agrees that the construction of the shopping center shall begin not later than September 1, 1972 and shall be completed not later than May 1, 1973; and if the same shall not be begun or completed by the respective dates, the Tenant, at its option, may, in either of such events, cancel and terminate this lease or may extend the Landlord additional time for the beginning or completion of construction; provided, however, that if after the beginning of construction, the Landlord's failure to complete said improvements within the stipulated time, shall be due to acts of God, strikes, riots, fire, flood, war, delay of carriers, material shortages, embargoes or inclement weather, or other similar happenings which are beyond the control of Landlord, and provided further the improvements shall be completed with all due diligence commensurate with such delay and in all events not later than September 1, 1973, said option to terminate shall not arise. Any provisions herein above to the contrary notwithstanding, in the event Landlord is unable to obtain satisfactory leases from other tenants who are to occupy space in the shopping center so as to enable him to begin construction of the shopping center by September 1, 1972, Landlord may, by notice in writing to Tenant not later than August 1, 1972, cancel and terminate this entire lease.

5. COMMENCEMENT DATE

The Tenant shall open its store for business within thirty (30) days following performance of the following:

(a) Tenant's store building and other improvements constructed on the demised premises shall have been delivered to Tenant completed in accordance with the plans and specifications;

(b) Construction of all of the common areas (including parking area hereinafter specifically required) shall have been completed substantially as shown on Exhibit "A."

(c) Construction of at least four hundred forty (440) lineal feet of store frontage and eighty-nine thousand seven hundred (89,700) square feet of total building area, excluding



Tenant's store building, shall have been completed as shown on Exhibit "A."

(d) The stores to be operated by each of the following tenants shall have been completed and opening for business or be readied for opening for business simultaneously with Tenant:

(i) the 30,000 square foot area to be occupied by a variety store, a junior department store, or some other similar Tenant who shall meet with the approval of Tenant, (ii) at least 5,000 square feet of the 16,500 square feet of the mall operations as shown on Exhibit "A," and (iii) the 43,200 square feet of area to be occupied by Bruno's, Inc., doing business as Food World.

In the event that all the above requirements shall not have been met on or prior to September 1, 1973, the Tenant or Landlord may cancel and terminate this lease.

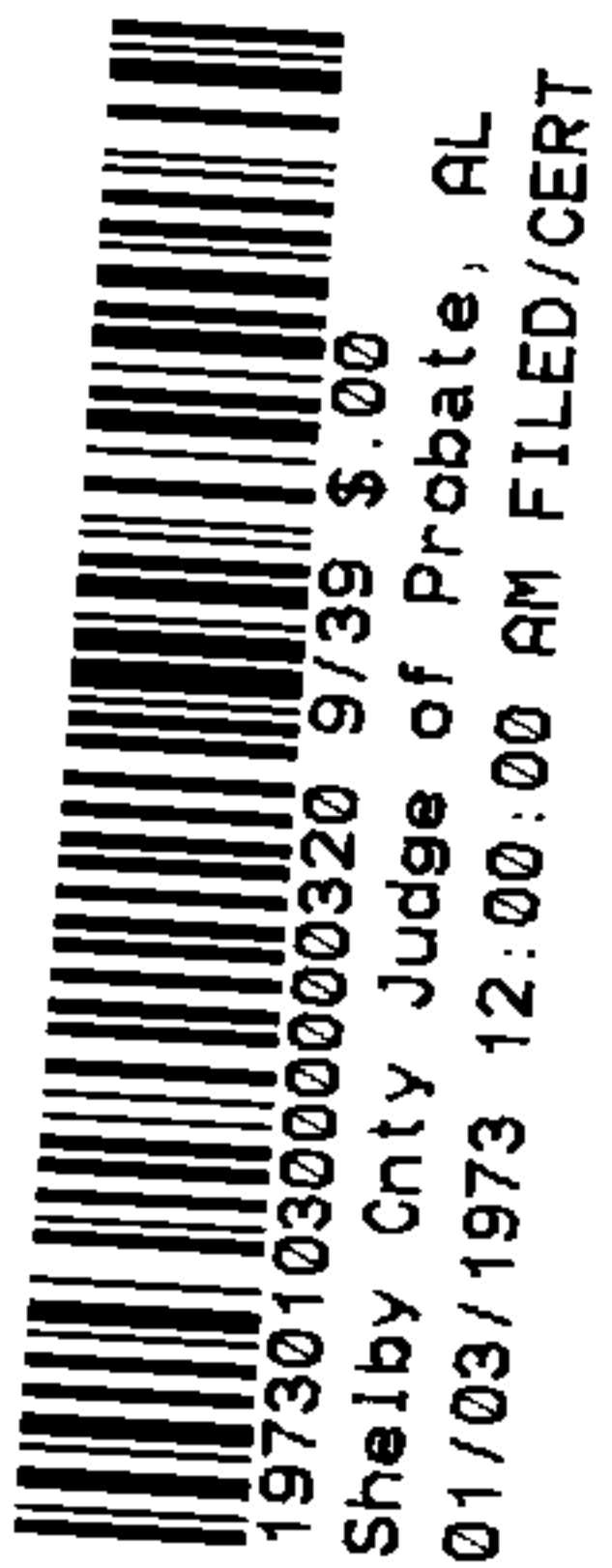
Rent shall begin to accrue hereunder upon the date the Tenant opens its store for business, or upon the expiration of thirty (30) days following the performance of all of the above requirements, whichever date shall sooner occur. No acceptance of possession of the demised premises, opening for business by Tenant nor payment of rent under this lease shall constitute acceptance by Tenant of defective work or materials or of work not completed in accordance with plans and specifications.

#### 6. PARKING AND COMMON AREAS

Landlord hereby dedicates and grants to Tenant, its employees, agents, suppliers, customers and invitees, a non-exclusive right at all times to use, free of charge, during the term of this lease, or any extensions thereof, all the common areas, including parking area, as shown on Exhibit "A," which areas are acknowledged to be for use by such persons, along with others similarly entitled, for parking and for ingress and egress between the demised premises and all other portions of the shopping center and the adjoining streets, alleys and sidewalks.

Landlord shall at all times during the term of this lease, and any extensions thereof, provide and maintain a surfaced parking area substantially as shown on Exhibit "A," and of sufficient area to provide:

(a) a minimum ratio of at least 5 standard-sized automobile parking spaces to each one thousand (1,000) square foot of gross





leasable building area in the shopping center, and...

(b) facilities for convenient parking of at least 700 automobiles; and in event the parking area furnished should at any time be substantially less, and such deficiency of parking facilities shall continue for thirty (30) days after written notice thereof is received by Landlord giving reasonable details, the Tenant shall be entitled to a pro rata reduction in rental; except, however, in the event the parking area is reduced by fifteen percent (15%) or more, then the Tenant at its option shall have the right to cancel or terminate the lease. All of the common areas (including parking area) shall be adequately lighted by Landlord at its expense during the customary drug store shopping hours, and Landlord further agrees that no signboards or other construction shall be erected in any of the common areas (including the parking area) shown on Exhibit "A" or so as to obstruct the view of the demised premises from the adjoining public streets, provided, however, pylon signs shall be permitted in the approximate locations shown on Exhibit "A."

It is further agreed that Landlord's common areas of responsibilities shall include sweeping and striping the parking areas of the center.

In addition to the rental elsewhere provided for in this lease, Tenant agrees to pay to Landlord in advance on the first day of each month a monthly rental of Eighty-Four Dollars (\$84.00) as reimbursement for Landlord's cost incurred in maintaining the parking and other common areas in the shopping center in the manner set forth hereinabove.

#### 7. SERVICE AREA

Landlord further agrees to provide for the exclusive use of the tenant at its drug services entrances such loading areas as are shown on the approved plans and specifications and further agrees that Tenant shall have 24-hour a day facilities for ingress and egress to the rear of the demised premises and the exclusive right to such space as may be reasonably needed by Tenant for loading and unloading merchandise for its store into and from trucks and trailers at such service entrances.



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#### 8. UTILITIES

The tenant agrees to pay all charges for telephone, sewer service, electricity, water, gas and other utilities used by Tenant on the demised premises, and Landlord agrees at all times to provide Tenant with access to such utilities.

#### 9. TENANT'S REPAIRS

Upon completion of construction by Landlord and acceptance of the demised premises by Tenant, Tenant agrees to keep the interior of the demised premises in good condition and repair, excepting structural repairs and all repairs which are the responsibility of the Landlord or which are made necessary by reason of fire and other unavoidable casualties covered by Landlord's fire and extended coverage insurance, and excepting reasonable wear and tear.

Within the repair responsibilities of Tenant shall be included floor surfacing; interior, exposed plumbing and wiring; air conditioning and heating equipment including duct work, registers and grilles; and windows and plate glass except such damage caused by faulty construction or settling of the building or covered by Landlord's fire and extended coverage insurance which shall be the responsibility of Landlord. Landlord hereby agrees to transfer to Tenant all warranties Landlord may have on any of the fixtures and equipment which are to be maintained by Tenant.

#### 10. LANDLORD'S REPAIRS

Landlord shall, at its cost and expense, keep and maintain the common areas (including parking area) in good condition and repair, and shall maintain the exterior of Tenant's store building, including the roof, gutter, downspouts, exterior painting, masonry walls, foundation and structural members and the exterior, concealed plumbing (including septic tank, if any) and exterior wiring of the store building in good condition and repair, and shall make any and all structural repairs to both the exterior and interior of said premises, if any portion of the common areas (including parking area) or any portion of the store building, which is the responsibility of the Landlord, shall at any time be in need of repair, Landlord will repair same immediately upon receipt of written



notice from Tenant to do so, except that the Landlord shall not be obligated to make or pay for any repairs to Tenant's store building rendered necessary by the fault, act or negligence of the Tenant, or any of its servants, agents or employees, except in the case of damage by fire or the elements, or other casualty covered by Landlord's fire and extended coverage insurance.

Notwithstanding the provisions of this lease, Landlord shall not be responsible to Tenant for damages resulting from Landlord's failure to make repairs to Tenant's store building only unless Landlord shall have received written notice of the requirements for repair and shall have failed to act with reasonable promptness to remedy the condition described in said notice, provided however, this condition shall be inapplicable to Landlord's common areas and parking area repair responsibilities above-stipulated, and provided further, this condition shall not in any way abrogate Tenant's right to make emergency repair as hereinbelow permitted.

If in order to protect the Tenant's property in the store building it shall be necessary to make emergency repairs to any portion thereof which is the responsibility of the Landlord to repair, or if the Landlord after receipt of notice as above provided fails or neglects to make with all due diligence such other repairs to the store building or common areas (including parking area) which are the responsibility of the Landlord, the Tenant shall have the right to make such repairs and to deduct from the rental installments then due or thereafter to become due such sums as may be necessary to reimburse the Tenant for the money expended or expense incurred by it in making such repairs. Landlord further covenants that the store building will be so constructed and maintained at all times so as structurally to comply with and conform to the requirements prescribed by any



and all ordinances, statutes, rules or regulations of municipal or other governmental authority relating to public health and sanitation or safety, and that Landlord will promptly make any changes or alterations in the premises which may become necessary in order that said premises may conform to such ordinances, statutes, rules or regulations now in force or which may be hereafter passed, adopted or promulgated.

#### 11. SIGNS

Tenant may place, erect and maintain any signs as shown by the plans and specifications approved by the parties, or on the building, with Landlord's written consent, which consent shall not be unreasonably withheld, which signs shall remain the property of Tenant and may be removed at any time during the term of this lease, or any extension thereof, provided Tenant shall repair or reimburse Landlord for the cost of any damage to the demised premises resulting from the installation or removal of such signs. Landlord agrees that no free standing signs may be maintained on the shopping center premises with the exception of those shown on Exhibit "A".

#### 12. FIXTURES AND INTERIOR ALTERATIONS

The Tenant, at its own expense, may from time to time during the term of this lease make any interior alterations, additions and improvements in and to the demised premises which it may deem necessary or desirable and which do not adversely affect the structural integrity thereof, but it shall make them in a good workmanlike manner and in accordance with all valid requirements of municipal or other governmental authorities. All permanent structural improvements shall belong to the Landlord and become a part of the premises upon termination or expiration of this lease.

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Shelby Cnty Judge of Probate, AL  
01/03/1973 12:00:00 AM FILED/CERT



Tenant may construct and build or install in said premises any and all racks, counters, shelves and other fixtures and equipment of every kind and nature as may be necessary or desirable in the Tenant's business, which racks, counters, shelves and other fixtures and equipment shall at all times be and remain the property of the Tenant, and Tenant shall have the right to remove all or any part of the same from said premises at any time, provided, Tenant shall repair or reimburse Landlord for the cost of repairing any damage to said premises resulting from the installation or removal of such items.

### 13. INDEMNIFICATION

Tenant agrees to indemnify and save harmless the Landlord from any claim or loss by reason of an accident or damage to any person or property happening on or about the demised premises. Also, the Tenant shall maintain and keep in full force and effect during the primary term of this lease and any and all renewals thereof a general comprehensive public liability insurance policy with limits of not less than \$200,000.00 per person, \$500,000.00 per accident, and \$50,000.00 property damage with the Landlord and Tenant named as insureds therein.

Likewise, Landlord shall indemnify and save harmless the Tenant from any claim or loss by reason of an accident or damage to any person or property happening on or about all common areas (including parking area) of the shopping center, and Landlord further agrees to carry, at its expense, public liability insurance coverage on all common areas (including parking area) of the shopping center, with a contractual liability endorsement on the policy, in a company qualified to transact business in the state in which the demised premises are located, stipulating limits of liability of not less than \$200,000 for an accident affecting any



one person; and not less than \$500,000 for an accident affecting more than one person; and \$50,000 property damage. Certificate of such coverage from the insurer providing 30 days' notice to Tenant prior to cancellation or termination shall be furnished to Tenant.

#### 14. CLEANLINESS

Tenant shall at all times keep the interior of the store building in a reasonably neat and orderly condition and shall keep the entryways and delivery areas adjoining the building reasonably clean and free from rubbish and dirt. Tenant shall not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises creating a nuisance thereon, and Tenant further agrees to permit the Landlord or its agent at all reasonable times to enter upon the premises for making repairs and for examining or showing the same to prospective purchasers.

#### 15. FIRE

In the event that the leased premises are partially damaged or totally destroyed by fire, casualty or other disaster, the terms of this lease shall not be affected thereby except as herein-after provided. In the event that the building on the leased premises is damaged or destroyed by fire, casualty or other disaster, Landlord shall promptly cause the same to be restored to its prior existing condition, provided however, Landlord shall have whatever time is reasonably necessary to adjust the loss with the insurance companies insuring the leased premises at the time of the happening of the fire or other casualty, and due allowance shall be made for delay occasioned by strikes, walkouts and conditions beyond the control of Landlord. In the event of total destruction of the leased premises and Landlord fails to completely restore and rebuild same within one (1)

BOOK 278 PAGE 68



year after such fire, casualty or disaster, then and in that event Tenant may, at its option, elect to terminate and cancel this lease, in which event this lease shall, upon written notice from Tenant to Landlord, be terminated and cancelled and neither party shall thereafter have any further obligation with respect to the other. Should the leased premises or a portion thereof be rendered untenable by reason of damage or destruction thereof by fire, casualty or other disaster during the term of this lease, as provided in this Paragraph 15, rent shall abate in proportion to the area of the leased premises rendered untenable from the date of the happening of the fire or other casualty or disaster up to the date of the restoration of the premises, provided however, no rent shall accrue for any portion of the premises unless Tenant is able to conduct its usual business in that portion of the premises which remains untenable. If at the date of the happening of the fire or other casualty or other disaster Tenant shall have paid any rent for a period beyond such date Tenant shall be entitled to a proportionate refund.

If, however, such damage occurs during the last two (2) years of the original term hereof or the last two (2) years of the first second or third renewal terms hereof and the cost of restoration amounts to more than one-third ( $1/3$ ) of the replacement value of the building as certified by a reputable registered architect selected by Landlord and Tenant, Tenant shall have the right to terminate this lease upon written notice to Landlord within ten (10) days after the rendition of certification by such architect and Landlord shall have the right to terminate this lease upon written notice to Tenant given within forty (40) days after the rendition of such certificate, unless Tenant shall elect to exercise its next option to renew this lease for an additional



period of five (5) years, in which event Landlord shall have no option to terminate this lease and shall be obligated to restore the premises with due diligence.

In the event such damage occurs in the last two (2) years of the fourth renewal term and the cost of restoration amounts to more than one-third (1/3) of the replacement value of the building as certified aforesaid then either party shall have the right to terminate this lease upon written notice to the other given within the times set forth above.

Tenant agrees, upon notice from Landlord, to remove such fixtures and other property from the leased premises as shall be required by Landlord for such restoration work and agrees to permit Landlord, its agents, servants, employees and contractors to enter upon the leased premises and remain thereon without molestation for the purpose of restoring the leased premises. Should Tenant have paid any rent beyond the date of termination, as in this Paragraph 15 provided, Tenant shall be entitled to a proportionate refund.

If at any time during the term of this lease or any extensions thereof any of the buildings in the shopping center, exclusive of Tenant's store building, are damaged by fire or by the elements or otherwise, Landlord shall immediately commence and diligently prosecute to completion repair of all such damage and shall restore said improvements to their condition prior to such damage, provided however, that Landlord shall not be required to repair or restore its leasable areas which are not occupied to such damage, or will not be occupied or will not be reoccupied if the same be restored. If Tenant insures any merchandise or other property located within the demised premises, then Tenant expressly waives any and all claims against Landlord for loss or



damage due to any casualty covered by Tenant's insurance, regardless of the cause of such damage including, without limitation, damage resulting from negligence of Landlord, its agents, servants or employees, provided such insurance contains a waiver of subrogation clause which clause Tenant agrees to obtain so long as the same does not result in an increase in insurance.

Landlord agrees to carry fire and extended coverage insurance on Tenant's building and all other buildings within the shopping center in the amount of not less than eighty per cent (80%) of full insurable value thereof, above foundation walls, and hereby expressly waives any and all claims against the Tenant for loss or damage due to fire, explosion, windstorm or other casualty covered by such insurance, regardless of the cause of such damage, including without limitation, damage resulting from the negligence of the Tenant, its agents, servants or employees.

16. QUIET ENJOYMENT

The Landlord covenants, warrants and represents that upon commencement of the lease term, the shopping center, including the demised premises, will be free and clear of all liens and encumbrances superior to the leasehold hereby created, that the Landlord has full right and power to execute and perform this lease and to grant the estate demised herein, and that the Tenant on paying the rent herein reserved and performing the covenants and agreements hereof shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges belonging or in any wise appertaining thereto, during the full term of this lease and any extensions thereof.

The Landlord warrants the non-existence of any zoning or other restriction preventing or restricting use of the demised premises as permitted in Paragraph two (2) hereof or use of



common areas for parking purposes, and that should such zoning or other restriction be in effect or adopted at any time during the term of this lease, preventing or restricting Tenant from conducting its business as permitted herein or using the common areas (including parking area) in conjunction therewith, the Tenant at its option may terminate this lease and shall stand released of and from all further liability hereunder.

17. TAXES AND LIENS

All taxes, assessments and charges on land or improvements and obligations secured by mortgage or other lien upon the demised premises or the shopping center shall be promptly paid by the Landlord when due. The Tenant may perform, acquire or satisfy any lien, encumbrance, agreement or obligation of the Landlord which may threaten its enjoyment of the premises, and if it does so it shall be subrogated to all rights of the obligee against the Landlord or the premises or both and shall be reimbursed by the Landlord for resulting expenses and disbursements, together with interest thereon at six per cent (6%) per annum. (and see paragraph 33 below)

18. If any part of the demised premises or more than twenty per cent (20%) of the buildings, exclusive of Tenant's building, within the shopping center, be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, the Tenant shall be entitled to termination of this lease at its option, and any unearned rent or other charges paid in advance shall be refunded to the Tenant. In the event the Tenant does not elect to terminate this lease as aforesaid, the Landlord shall immediately commence and diligently prosecute to completion the repair and restoration of the improvements, including Tenant's store building, within the shopping





center to a condition comparable to their condition at the time of taking and the lease shall continue, but Tenant shall be entitled to such abatement of rent and other adjustments as shall be just and equitable under all circumstances. Except as to an award, compensation or damages paid for any taking of the land and building (demised premises) upon which Tenant's store is located, Tenant agrees that its claims to any award, compensation or damages paid in connection with any condemnation or similar taking shall be subordinate to the claims of any first mortgagee to such proceeds.

In the event that any portion of the common areas (including parking area and access thereto) designated as such as Exhibit "A", to be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, so as to materially or substantially interfere with the conduct of Tenant's business in the demised premises, or so as to reduce the required parking area by an amount in excess of fifteen percent (15%) or reduce the number of cars which may be conveniently parked to less than 595, the Tenant may, at its option, terminate this lease and shall be liable for rent only up to the time of such taking.

#### 19. DEFAULT

In the event the Tenant should fail to pay any of the monthly installments of rent reserved herein for a period of more than ten (10) days after the date same shall become due and payable, or if the Tenant should fail to keep or shall violate any other condition, stipulation or agreement herein contained, on the part of the Tenant to be kept and performed, and if either such failure or violation shall have continued for a period of thirty (30) repeat days after the Tenant shall have received written



notice by certified or registered mail at its office address hereinafter designated, from the Landlord to pay such rent or to cure such violation or failure, then, in any such event, the Landlord, at its option, may either (a) terminate this lease or (b) re-enter the demised premises by summary proceedings or otherwise expel Tenant and remove all property therefrom and relet the premises at the best possible rent obtainable, making reasonable efforts therefor and receive the rent therefrom; but Tenant shall remain liable for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting. However, a default (except as to payment of rentals) shall be deemed cured if Tenant in good faith commences performance requisite to cure same within thirty (30) days after receipt of notice and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

#### 20. BANKRUPTCY

The Tenant further covenants and agrees that if, at any time, Tenant is adjudged bankrupt or insolvent under the laws of the United States or of any state, or makes a general assignment for the benefit of creditors, or if a receiver of all the property of the Tenant is appointed and shall not be discharged within ninety (90) days after such appointment, then the Landlord may, at its option, declare the term of this lease agreement at an end and shall forthwith be entitled to immediate possession of the said premises.

#### 21. CONSTRUCTION RISKS

It is understood and agreed that nothing herein contained shall constitute the Landlord as the agent in any sense of the Tenant in constructing said improvements, and that the Tenant shall have no control or authority over the construction of said



improvements, beyond the right to reject the tender of the Tenant's store building for the causes herein stated. The Tenant shall not in any manner be answerable or accountable for any loss or damage arising from the negligence or the carelessness of Landlord or Landlord's contractor or of any of their sub-contractors, employees agents or servants by reason of Landlord's constructing said improvements pursuant to the terms of this lease. Landlord shall indemnify Tenant and save Tenant harmless from and against all claims and suits for damage to persons or property from defects in material or from the use of unskilled labor or from any negligence caused by Landlord, Landlord's contractors, sub-contractors or by any of their employees, agents or servants during the progress of the work in constructing said improvements or from any faulty construction thereof.

## 22. NOTICES

All notices required to be given to Landlord hereunder shall be sent by registered or certified mail to 501 First Avenue North, Birmingham, Alabama or to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by registered or certified mail.

All notices required to be given to Tenant shall be sent by registered or certified mail to Tenant at P. O. Box 2486, Birmingham, Alabama or to such other address as Tenant may direct from time to time by written notice forwarded to Landlord by registered or certified mail.

## 23. END OF TENANCY

The Tenant will yield up the demised premises and all additions thereto (except signs, equipment and trade fixtures installed by Tenant at its expense) at the termination of the tenancy in as good and tenantable condition as the same are at





the beginning of Tenant's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriation by eminent domain excepted, and also excepting any damage, disrepair and other condition that the Landlord is obligated hereunder to repair or correct.

#### 24. ARBITRATION

In the event there should arise any misunderstanding between the parties hereto as to the compliance with the terms and conditions of this lease upon the part of either of the parties hereto or as to whether the Tenant's store building tendered by the Landlord has been approved in substantial conformity with the plans and specifications approved by the parties, or whether the common areas, including parking area, comply with the agreement of the parties, hereto, or as to whether either party has ground hereunder entitling it to terminate this lease, it is mutually agreed that such differences, if they cannot be satisfactorily adjusted between the parties hereto within thirty (30) days shall be submitted to a single arbitrator, if the parties hereto agree upon one; otherwise, to a board of three arbitrators, of whom one shall be selected by these two; and the decision and award of such single arbitrator, if only one is used, or any two of such board, if three are used, as the case may be, shall be final and binding upon the said parties and their successors and assigns respectively, and shall have the same force and effect as though such decision had been handed down by a court of final jurisdiction. Each of the parties hereto covenants to abide by any such arbitration decision.

#### 25. ASSIGNMENT AND SUBLEASING

The Tenant may, without the consent of the Landlord, assign this lease, or sublease or vacate the demised premises, in whole



or in part, provided the Tenant herein shall continue to remain liable and responsible for the payment of rentals and due performance of all other terms, covenants and conditions of this lease.

26. EXTENSIONS

It is further agreed that Tenant at its option, shall be entitled to the privilege of four (4) successive extensions of this lease, each extension to be for a period of five (5) years and on the same terms and conditions except that the rental during the option periods shall be established by the Tenant agreeing to protect Landlord's monthly rental income of One Thousand Three Hundred Sixteen and no/100 (\$1,316.00) Dollars during the rental period from the dangers of national inflation by paying additional rent should inflation occur, in accordance with the following formula based upon the official United States Consumer Price Index, All Items, the 1957-1959 base of which is 100. The monthly rental for each lease year during the renewal option periods will be based upon the preceding April Index Number. The April Index Number for the United States Consumer price Index, All Items, may be obtained from the United States Department of Commerce, Washington, D. C. or from the Bureau of Business Research located at the University of Alabama. The Index Number reported each April by these agencies will be multiplied by .9259 and the result thereof will be multiplied by 66, the last result obtained will be the monthly rental in dollars for the lease year involved.

Such option privilege may be exercised by the Tenant giving to the Landlord a notice in writing at least six (6) months before the expiration of the initial term, and if extended, at least six (6) months before the expiration of such extended term, stating the intention of the Tenant to exercise such option and the period for which such option is exercised and thereupon.





this lease shall be so extended without the execution of any other or further document.

27. EXCLUSIVE DRUG STORE

Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a drug store or super drug store in the said shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located in the shopping center, or any enlargement thereof, for operation of a drug store, super drug store, or a pharmacy, and for the sale, display or advertising of drugs or medicines prepared or compounded from the prescriptions of medical doctors, osteopaths and dentists, and for the sale, display and advertising of any product whatsoever which by law requires the attendance or direction of a licensed pharmacist for the compounding or dispensing thereof, unless leased to Tenant, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant.

Tenant covenants and agrees to not, directly or indirectly or through a licensee or franchisee, operate or have an interest in a drug store or super drug store under any trade name within a radius of one and one-half (1-1/2) miles of the store premises which is the subject of this lease.

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28. SUBORDINATE

The Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord, and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination, provided, however, as a condition to this subordination provision, the Landlord shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Tenant, providing in substance that, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Tenant hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations hereunder.

29. BENEFIT

This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land.

30. SHORT FORM LEASE

The within lease may be recorded either by Landlord or





Tenant at their option. The recording fee shall be paid by the party electing to record the within lease.

### 31. TITLES

The titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way to modify, amend or affect the provisions thereof.

### 32. COMPLETE AGREEMENT

This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises, except plans and specifications for Tenant's store and related improvements to be formally approved by the parties prior to the effective date of this lease. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

### 33. TAX INCREASES

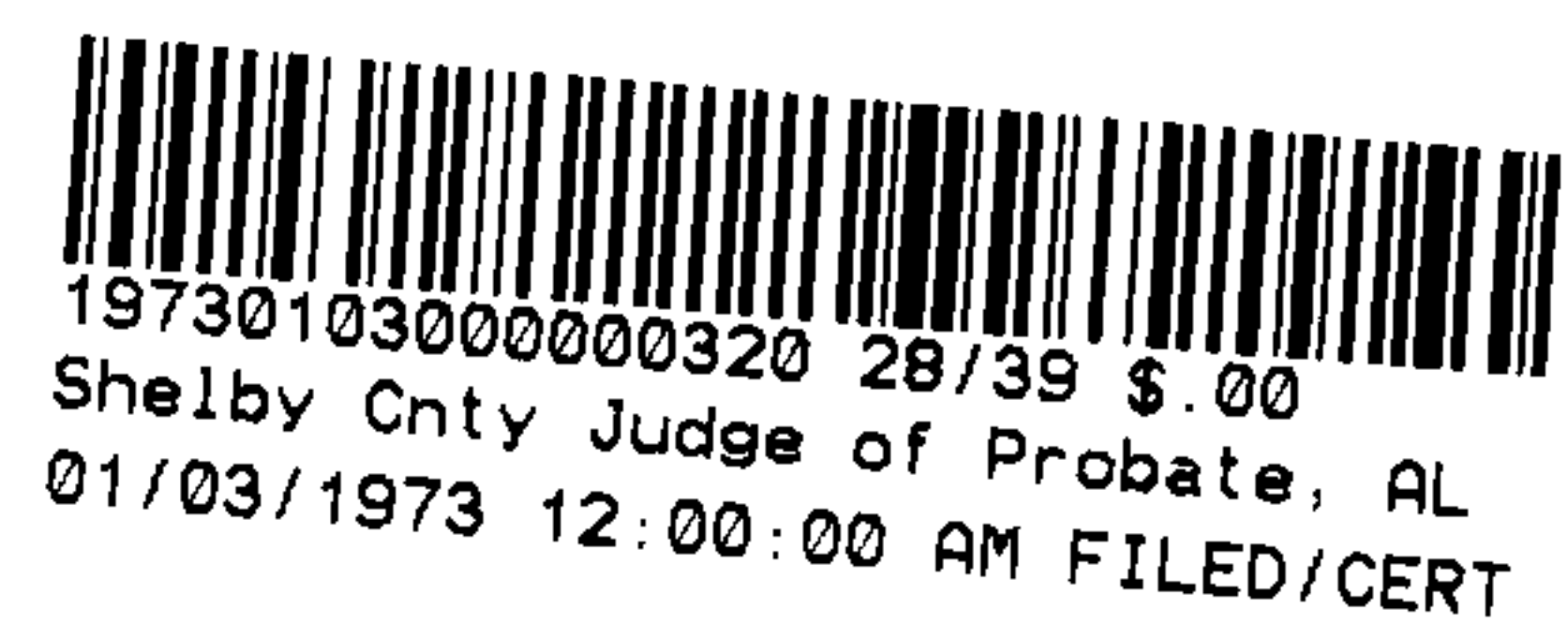
Beginning with the second (2nd) full tax year of the lease term hereof in which both the value of the land in the shopping center and the buildings thereon shall be assessed for tax purposes, Tenant agrees to pay to Landlord as additional rental an amount equal to the increase, if any, in ad valorem real estate taxes (or any other taxes adopted by proper governmental authorities as a substitute for or in the nature of real estate taxes) levied against the demised premises in excess of the amount of such taxes for the first (1st) full tax year of the lease term hereof in which both the value of said land and the buildings are assessed for tax purposes. Tenant shall be responsible only for its pro rata share of such taxes for any fractional lease year occurring during the period in which Tenant shall be responsible for tax payments as hereinabove described.



BOOK 278 PAGE 81

Landlord agrees to make every reasonable effort to obtain from the authorities separate ad valorem real estate tax statements as to the demised premises. However, if such taxes shall not be assessed separately as to the demised premises, but shall be included within an assessment of the demised premises and other premises, said assessment shall be fairly apportioned to determine Tenant's share thereof. Such apportionment shall be made in the ratio which the total cost of constructing Tenant's store building bears to the total cost of constructing all store buildings and improvements from time to time existing in the shopping center, provided however, in no event shall Tenant's said share exceed an amount apportioned in the ratio which the total square foot floor area of Tenant's building bears to the total square foot floor area of all store buildings and improvements from time to time existing in the shopping center. The amount of taxes attributable to the shopping center, and for which Tenant is to reimburse Landlord in part, shall be less any abatements, discounts or refunds thereon. Upon request of Tenant, Landlord agrees to exhibit to Tenant the paid tax statements as evidence of the basis upon which increase in taxes is chargeable to Tenant, and such additional rental shall be payable by Tenant on demand after payment by Landlord. Landlord further agrees upon request of Tenant to furnish certification of construction costs and copies of final survey or certification of surveyor or engineer as to total square footage of floor area from time to time existing in the shopping center. All taxes levied against the demised premises other than ad valorem real estate taxes shall remain the sole responsibility of Landlord.

Tenant shall have the right from time to time to contest





or protest or review by legal proceedings or in such other manner as may be provided, any such taxes, assessments or other governmental impositions aforementioned, and to institute such proceedings in the name of Landlord as Tenant may deem necessary, provided however, any expense incurred by reason thereof shall be borne by Tenant and such proceedings conducted free of all expense to Landlord.

34. NO PERSONAL LIABILITY

Anything in this lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings comprising the shopping center of which the demised premises are a part, and subject to rights of any mortgage of the premises which may have priority for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this lease to be observed and/or performed by Landlord, and no other property or assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant remedies. Nothing herein contained shall act as a limitation on any right of Tenant to make a deduction from rent as in this lease may be otherwise provided.

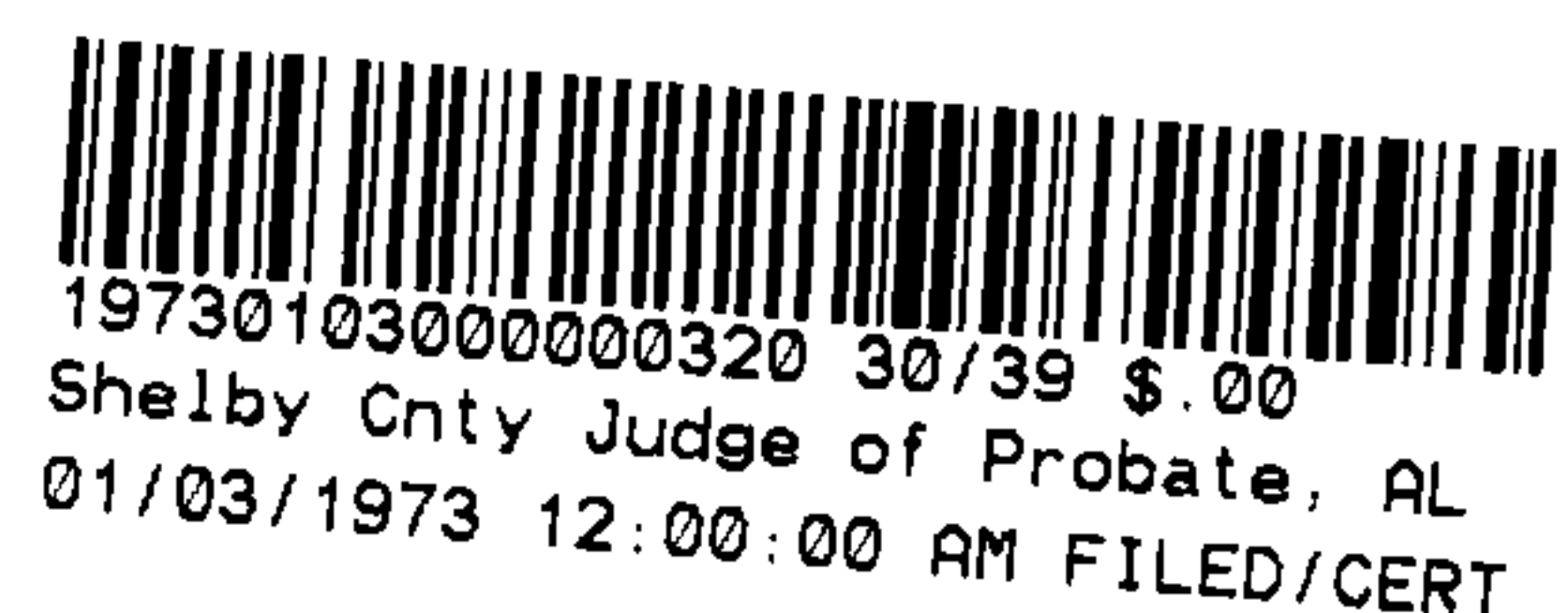
35. SELF-HELP

If Landlord shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed, and if Landlord or any first mortgagee shall not cure such default within thirty (30) days after notice from Tenant to Landlord and said mortgagee (except that no such notice shall be required in emergencies as

herein stipulated) specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord, and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom, provided however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period and without such notice to Landlord and first mortgagee if the curing of such default prior thereto is reasonably necessary to protect the real estate or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder said amount may be deducted by Tenant from the next or any succeeding payments of rent due hereunder.

36. NOTICE OF LANDLORD'S DEFAULT

Anything in this lease to the contrary notwithstanding, Tenant agrees that it will not terminate this lease because of Landlord's default in performance hereof until Tenant has first given written notice as herein stipulated to Landlord and to any holder of a first mortgage encumbering the demised premises (provided Tenant has first been notified in writing of the name and address of said mortgage holder) specifying the nature of the default by Landlord and allowing Landlord and said mortgage holder, or either of them, fifteen (15) days after date of such notice to cure such default and a reasonable period of time in





addition thereto if circumstances are such that said default cannot reasonably be cured within said fifteen (15) day period, provided however, that no such notice shall be required in emergencies as herein stipulated. Tenant further agrees not to prepay any rents more than fifteen (15) days in advance of the due dates thereof as required or made by this lease without the prior consent of said first mortgagee.

37. Upon request by Tenant, Landlord agrees to waiver its Landlord's lien upon any fixtures or equipment placed by Tenant in the demised premises if required by any mortgagee of said fixtures or equipment.

38. COMMISSION TO AGENT

Landlord, in consideration of the services rendered by C. B. Holliman Real Estate Company and J. P. Graham Real Estate Company, as agents of Landlord in leasing said premises to Tenant, does hereby authorize said C. B. Holliman Real Estate Company and J. P. Graham Real Estate Company, their successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Tenant hereunder or Tenant's successors or assigns, and hereby agrees to pay to the said C. B. Holliman Real Estate Company and J. P. Graham Real Estate Company, their successors or assigns, for the services rendered in effecting this lease or any renewal, extension or releasing as above provided, the first months' rent and an amount equal to three and one half per cent (3 1/2%) of all rents paid by virtue thereof, whether or not effected by C. B. Holliman Real Estate Company and J. P. Graham Real Estate Company, or any other person, firm or corporation, or whether or not said rent is paid direct to C. B. Holliman Real Estate Company and J. P. Graham Real Estate Company, their

BOOK 278 PAGE 84



successors and assigns, payment of said commissions to be made at and when rents are received by the Landlord, its successors or assigns, shall be entitled to said commission from the present Landlord, the Landlord's personal representatives, heirs, successors, assigns, or grantees in title of the property herein described.

IN WITNESS WHEREOF, Landlord and Tenant have each caused their respective names to be signed hereto, attested and their corporate seals affixed by their duly authorized officers, on this the 23<sup>rd</sup> day of February, 1972.

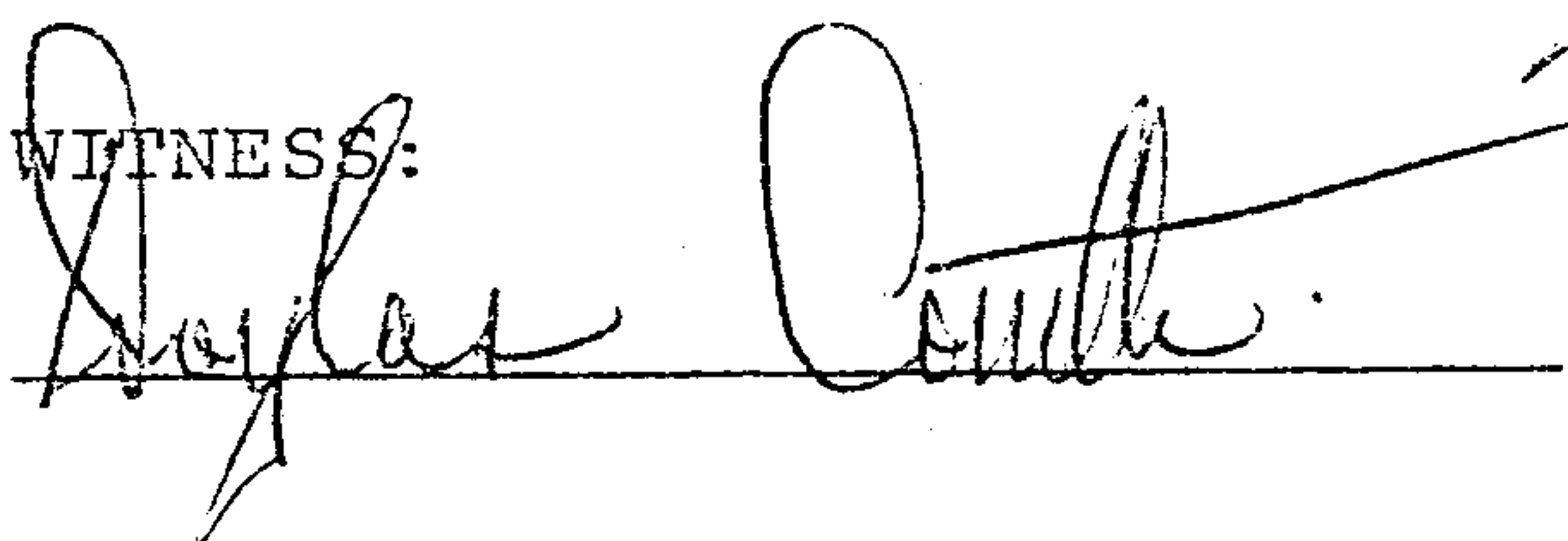


(SEAL)

Joseph A. Demarco, Sr.

LANDLORD

WITNESS:



ATTEST:

BRUNO'S, INC.

By James C. Baedone  
Its Secretary

By Joe Bruno (SEAL)  
Its

TENANT

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joseph A. Demarco, Sr., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily





on the day the same bears date.

Given under my hand and seal this the 23rd day of February, 1972.

Thomas T. Desmett  
Notary Public

State of Ala. at Large

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that JOE BRUNO and JAMES C. BALDWIN shows names as President and Secretary, respectively, of Bruno's, Inc., a corporation, are signed to the foregoing instrument, and who are known to me acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of February, 1972.

Ed McClung  
Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires Oct. 20, 1974  
Bonded by Home Indemnity Co. of N. Y.

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BOOK 278 PAGE 86

EXHIBIT "1"

From the Southwest corner of Section 13, Township 20, South, Range 3 West, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West 764.69 feet, more or less, to the point of intersection of the South Boundary line of Section 13, Township 20 South, Range 3 West and the West right of Way line of U. S. Highway 31; thence turn in an angle of 102 deg. 18' to the left and run Northwesterly along the West right of way line of U. S. 31 Highway 1317.8 feet; thence turn an angle of 77 deg. 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92 deg. 90' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03 deg. 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet to the point of beginning of the property herein described, thence turn an angle of 84 deg. 23' to the right and run easterly for 430.0 feet; thence turn an angle of 93 deg. 41' to the right and run Southwesterly 295.47 feet to the North boundary of the lot conveyed by Leonard & Company, Inc. to Bethea Company, Inc. by deed recorded in the Probate Office of Shelby County, Alabama in Deed Book 244, page 635; thence run Easterly along the North boundary of said Bethea Company property to its intersection with the West right of way line of U. S. Highway 31; thence Northerly along the West boundary of said right of way of said highway to its intersection with the North boundary of the NW 1/4 of SW 1/4 of Section 13, Township 20 South, Range 3 West; thence Westerly along the North boundary of said NW 1/4 of SW 1/4 and NE 1/4 of SE 1/4 of Section 14, Township 20, Range 3 West to the intersection of said NE 1/4 of SE 1/4 and the center line of the Old Birmingham-Montgomery Highway; thence Southerly along the center of said Old Birmingham-Montgomery Highway to the point of beginning.

Subject to transmission line permits to Alabama Power Company set forth in instruments recorded in Deed Book 101, page 517 and Deed Book, 170, page 263, in the Probate Office of Shelby County, Alabama; rights of way to Shelby County as shown by instruments recorded in Deed Book 101, Page 249, and Deed Book 101, page 263, in said Probate Office; and taxes for the year 1969.

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ADDENDUM TO LEASE AGREEMENT  
BETWEEN JOSEPH A. DEMARCO, SR., AS  
LANDLORD, AND BRUNO'S, INC. AS TENANT

June 20, 1972

The following constitutes an Addendum to the Lease Agreement between Joseph A. DeMarco, Sr., as Landlord and Bruno's, Inc., as Tenant, dated the 23rd day of February, 1972, for a retail supper drug store building in the proposed Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama.

WHEREAS, the parties are desirous of amending said Lease Agreement by correcting the area to be leased to Tenant, the amount of rental therefor and in several other matters;

NOW, THEREFORE, the said original Lease Agreement is amended as follows:

1. The third paragraph appearing on Page 1 of the Lease is hereby eliminated and deleted in its entirety and there is substituted in lieu and instead thereof the following:

"That certain store building, approximately 121 feet in width by 160 feet in depth and the land on which the same shall stand (hereinafter collectively called the "demised premises" or the "leased premises"), which store and building are related improvements are to be constructed by Landlord according to plans and specifications to be approved by the parties as herein provided, and shall be in the location and of the dimensions as outlined on the Plot Plan prepared by Harmon, Moss, Garikes & Associates, as last revised on May 25, 1972, attached hereto and marked Exhibit "A" and by this reference made a part hereof."

2. The first two paragraphs of Section 1, under the heading entitled "Rental", appearing on Page 2 of the Lease, are hereby eliminated and deleted in their entirety and there is hereby substituted in lieu and instead thereof, the following:

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"The Tenant agrees to pay to the Landlord as a minimum guaranteed rental for the demised premises during the term of this lease and any extensions thereof, the sum of Thirty Six Thousand Three Hundred and Ninety Six and 80/100 Dollars (\$36,396.80) per annum. The minimum guaranteed rental shall be paid in twelve (12) equal monthly installments of Three Thousand Thirty Three and 07/100 Dollars (\$3,033.07) per month, which installments shall be due and payable in advance on the first day of each and every calendar month of the Lease term, and any extensions thereof.

"In addition, the Tenant agrees to pay to the Landlord a percentage rental equal to amount, if any, by which one percent (1%) of Tenant's gross sales made from the demised premises in each fiscal year ending June 30th during the term of the Lease, and any extensions thereof, exceeds Three Million Six Hundred Thirty Nine Thousand Six Hundred Eighty Dollars (\$3,639,680.00)."

3. Sub-Section (c) of Section 5, entitled "Commencement Date" appearing at the bottom of Page 8 and extending over through the top of Page 9 of said Lease Agreement is hereby eliminated and deleted in its entirety and there is substituted in lieu and instead thereof, the following:

"(c) Construction of the store to be occupied by Bruno's Food World, containing Forty-Three Thousand Two Hundred (43,200) square feet of total building area, as shown on Exhibit "A", shall have been completed and Bruno's shall be occupying the said premises for business, or the said premises shall be ready for occupancy and opening of business by Bruno's simultaneously with Tenant's store building under the terms of this Lease."

4. Sub-section (d) of Section 5, entitled "Commencement Date", appearing on Page 9 of the Lease, is hereby eliminated and deleted in its entirety.

5. The third full paragraph on Page 10 of the Lease for is hereby eliminated and deleted in its entirety and there is substituted in lieu and instead thereof, the following:

"In addition to the rental elsewhere provided for in this lease, Tenant agrees to pay to Landlord in advance of the first day of each month a monthly rental of One Hundred Ninety-Three and 60/100 Dollars (\$193.60) as reimbursement for Landlord's cost incurred in maintaining the parking and other common areas in the shopping center in the manner set forth hereinabove."

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6. Section 26 of the Lease appearing on Page 24 is hereby amended by eliminating the figure appearing on the sixth and seventh lines thereof in the amount of One Thousand Three Hundred Sixteen and No/100 Dollars (\$1,316.00), and there is hereby substituted in lieu and instead thereof, the figure of Three Thousand Thirty Three and 07/100 Dollars (\$3,033.07).

7. In All other respects, except as herein specifically modified or amended, the terms and provisions of the said lease agreement shall remain in full force and effect.

Witness:

Betty W Green

Joseph A. DeMarco, Sr. (SEAL)  
LANDLORD

BRUNO'S INC.

Attest:

James C. Baldom  
Secretary

By: Joe Bruno  
President  
TENANT

STATE OF ALABAMA )  
JEFFERSON COUNTY )

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Shelby Cnty Judge of Probate, AL  
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I, the undersigned, a Notary Public in and for said state, hereby certify that Joseph A. DeMarco, Sr., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 21<sup>st</sup> day of June, 1972.

Miriam A. Hawn  
Notary Public

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for  
said State, hereby certify that Joe Bruno  
and John C. Baldone, whose names as President  
and Secretary, respectively, of Bruno's, Inc., a corporation,  
are signed to the foregoing instrument, and who are known to  
me, acknowledged before me on this day that, being informed  
of the contents of said instrument, they, as such officers  
and with full authority, executed the same voluntarily for  
and as the act of said corporation.

70 Given under my hand and official seal, this  
day of JUNE, 1972.

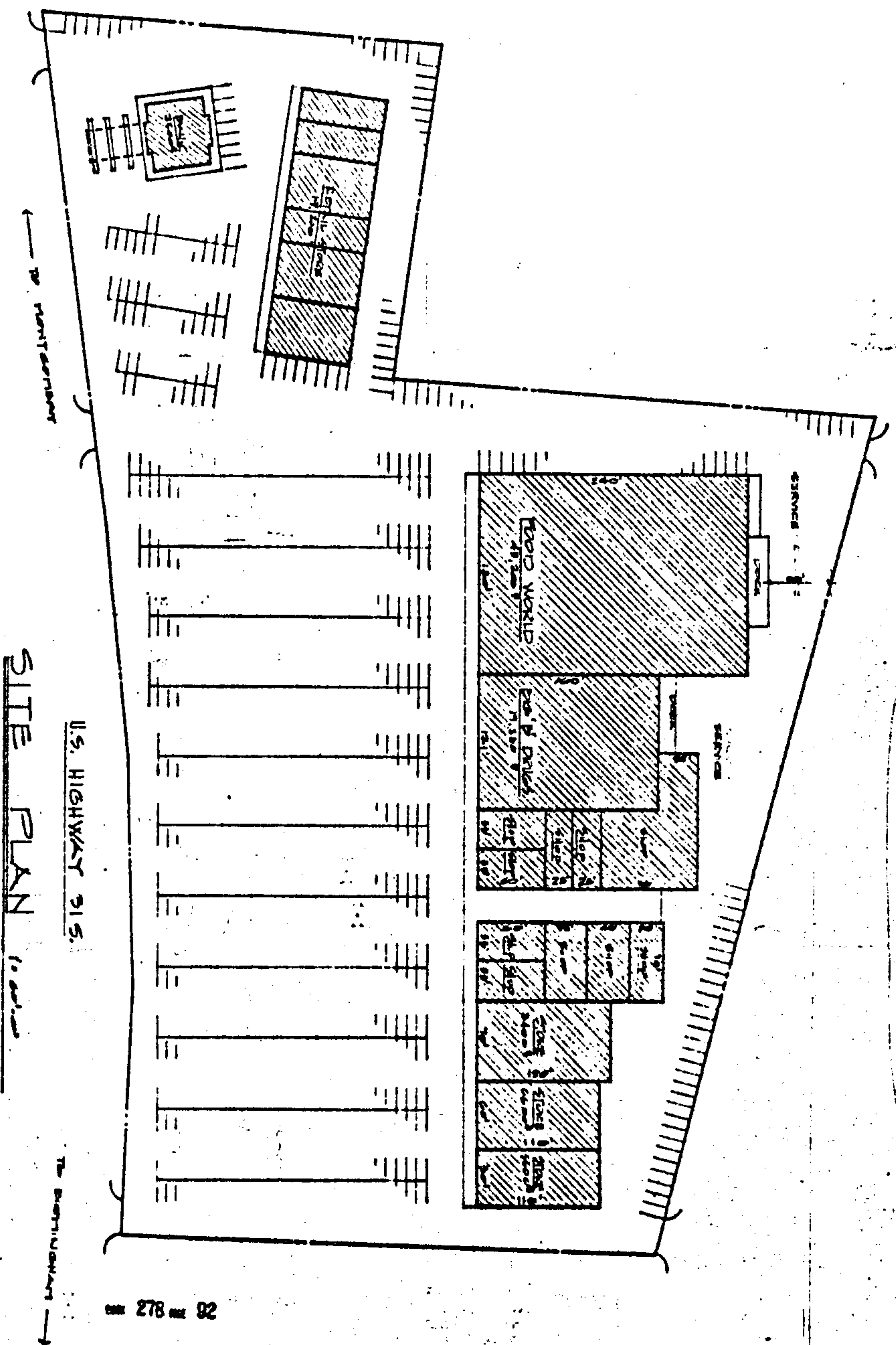
[Signature]  
Notary Public

Notary Public, Jefferson County, Ala.  
My commission expires Oct. 30, 1974  
Bonded by Home Indemnity Co. of N. Y.

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*Handwritten notes:*  
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SHEET NUMBER	SHEET TITLE	DATE 5-25-72		<b>Harmon, Moss, Garikes &amp; Associates</b> <b>Architects Inc.</b> 2305 Arlington Avenue Birmingham, Alabama	
		OWNER			
		DESIGNER			
		REVISIONS			