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ROMNUF CORPORATION

AND

MUNFORD, INC.

L E A S E

Dated as of July 23, 1973

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LEASE

Lease, dated as of the 23rd day of July, 1973 between ROMNUF CORPORATION (Lessor), a Delaware corporation, having an office c/o Lehman Special Services, Inc., 1 William Street, New York, New York 10004 and MUNFORD, INC. (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), a Georgia corporation, having its principal office at 68 Brookwood Drive, N.E., Atlanta, Georgia 30309.

ARTICLE I

1. Leased Properties; Title and Condition; Term. Upon and subject to the terms and conditions hereinafter set forth, Lessor leases to Lessee and Lessee rents from Lessor the parcels of land more particularly described in Schedule A, all buildings, structures and other improvements presently or hereafter situated thereon and all building equipment and fixtures located thereon, together with all easements, rights and appurtenances relating thereto (herein collectively called the Leased Properties and individually, a Leased Property), subject, however to (a) the rights of any parties in possession thereof and the existing state of the title thereof as of July 31, 1973 (the Commencement Date), (b) any facts which an accurate survey or physical inspection thereof might show, (c) all Legal Requirements (as defined in Article II) and (d) the matters set forth in Schedule A; to have and to hold for (i) an interim term (the Interim Term) commencing on the Commencement and ending on December 31, 1973, (ii) a fixed term of twenty years (the Fixed Term) commencing on January 1, 1974 and continuing to and including December 31, 1993 and (iii) the extended terms provided for in Article XXII, unless this Lease is sooner terminated as hereinafter provided.

ARTICLE II

2. Definitions. As used in this Lease, the following terms have the meanings hereinafter set forth:

Additional Rent: As defined in Article IV.

Alterations: As defined in Section 9.1.

Assignment: The Assignment of Lease, dated as of the date hereof, from Lessor to the Trustees, relating to this Lease.

Basic Rent: As defined in Article III.

Basic Term: Collectively, the Interim Term and the Fixed Term.

Commencement Date: As defined in Article I.

Consent: A Consent and Acknowledgment of Assignment of Lease being executed by Lessee contemporaneously herewith, relating to the Assignment.

default: Any condition or event which constitutes or would constitute an Event of Default either with or without notice or lapse of time, or both.

Event of Default: As defined in Article XIX.

Fixed Term: As defined in Article I.

Impositions: All taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the Commencement Date and whether or not to be completed within the Term), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and all other governmental charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Leased Properties and/or the Basic Rent, Additional Rent or any other sums payable hereunder (including all penalties or interest thereon), which at any time prior to, during or in respect of the Term may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a)

Lessor or the Trustees (including all gross receipts or similar taxes payable in respect of the Basic Rent, Additional Rent, or any other sums payable hereunder, and sales and use taxes which may be levied or assessed against or be payable by Lessor or Lessee on account of the acquisition, leasing or use of the Leased Properties or any thereof or any part thereof), (b) this Lease, the Leased Properties or any thereof or any part thereof or any rent therefrom or any estate, right, title or interest therein, or (c) any occupancy, operation, use or possession of, or sales from, or activity conducted on, the Leased Properties or any thereof or any part thereof. Nothing contained in this Lease shall be construed to require Lessee to pay any capital levy, franchise, business, estate, inheritance, succession, transfer, income, excess profits or revenue tax of Lessor, except to the extent that such tax may be levied, assessed or imposed in lieu of or as a total or partial substitute for a tax upon the Leased Properties or any thereof or the Basic Rent, Additional Rent or other sums payable pursuant to this Lease, or any part of any thereof.

Indenture: The Indenture of Mortgage and Deed of Trust, dated as of July 23, 1973, from Lessor to the Trustees, as amended or modified from time to time, covering the Leased Properties.

Individual Cost: The amount of the purchase price paid by Lessor for a particular Leased Property as specified in Schedule B.

Insurance Requirements: All terms of any insurance policy covering or applicable to the Leased Properties or any thereof, all requirements of the issuer of any such policy, and all codes, standard and recommended practices of the National Fire Protection Association or any other body exercising similar functions (but only to the extent such codes, standards or recommended practices have the force of law in the locale where a particular Leased Property is located) applicable to or affecting the Leased Properties or any thereof or any use or condition of the Leased Properties or any thereof.



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Interim Term: As defined in Article I.

Land: The parcels of real property described in Schedule A, exclusive of the Leased Improvements.

Leased Improvements: All buildings, structures and other improvements, building equipment and fixtures presently situated, or hereafter constructed, upon the Land or upon any parcel of Land, as the context may indicate.

Leased Property; Leased Properties: As defined in Article I.

Legal Requirements: Federal, State, County, Municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions affecting the Leased Properties or any thereof or the use thereof, whether now or hereafter enacted and in force, including without limitation, any which may require structural, unforeseen or extraordinary repairs, modifications or alterations in or to any of the Leased Properties, and permits, licenses and authorizations and regulations relating thereto and covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Lessee, at the time in force affecting any of the Leased Properties.

Officer's Certificate: A certificate of Lessee signed by the President or any Vice President of Lessee, or another officer of Lessee authorized to so sign by either the Board of Directors or the By-Laws of Lessee.

Taking: A taking or voluntary conveyance of all or part of any Leased Property, or any interest therein or right accruing thereto or use thereof, as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain.

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Term: The Basic Term and any extended term or terms provided for in Article XXII, or any of them as the context may require.

Trustee: The Citizens And Southern National Bank, and its successors and assigns as trustee under the Indenture.

Trustees: The Trustee and Gerald R. Purdon, and their respective successors and assigns as Trustees under the Indenture.

Total Cost: The aggregate amount paid by Lessor to Lessee as the purchase prices for the Leased Properties, which shall include capitalized legal, financial and miscellaneous expenses incurred in connection with the purchase and financing thereof.

Unavoidable Delays: Delays due to strikes, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or other causes beyond the control of Lessee, provided that lack of funds shall not be deemed a cause beyond the control of Lessee.

Year: A twelve month period commencing on the first day of the Fixed Term or any anniversary date thereof, as the case may be; however, for the purposes of the Interim Term, a Year shall be deemed to commence on the Commencement Date.

ARTICLE III

3. Basic Rent. Lessee covenants to pay to Lessor, without notice or demand, in lawful money of the United States which shall be legal tender for the payment of public and private debts, at Lessor's address set forth above or at such other place or to such other person, firm or corporation as Lessor from time to time may designate in writing, a net basic rental (the Basic Rent) for each Leased Property as set forth in Schedule B hereto on the dates set forth in said Schedule. The Basic Rent shall be

absolutely net to Lessor, so that this Lease shall yield to Lessor the full amount of the instalments of Basic Rent throughout the Term.

ARTICLE IV

4. Additional Rent. Lessee covenants to pay and discharge when and as the same become due and without notice and demand, as additional rent (the Additional Rent), all other amounts, liabilities and obligations which Lessee assumes or agrees to pay under this Lease (except that amounts payable as the purchase price for a Leased Property or any part thereof pursuant to any provision of this Lease and amounts payable as liquidated damages pursuant to Article XIX shall not constitute Additional Rent), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof. In the event of any failure on the part of Lessee to pay any of the same, Lessor shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of non-payment of the Basic Rent. Lessee will pay to Lessor on demand, interest at the rate of 9 1/4% per annum on all overdue instalments of Basic Rent from the due date thereof until paid in full.

ARTICLE V

5. No Termination, Abatement, etc. This is a net lease and, except as otherwise specifically provided in this Lease, this Lease shall not terminate, nor shall Lessee be entitled to any abatement, deduction, deferment or reduction of Basic Rent, Additional Rent or other sums payable under this Lease, or set-off against Basic Rent, Additional Rent or other sums payable under this Lease nor shall the obligations of Lessee be otherwise



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affected, by reason of damage to or destruction of any or all of the Leased Properties from whatever cause, any Taking or Takings, the lawful or unlawful prohibition or restriction of Lessee's use of any or all of the Leased Properties, the interference with such use by any person, corporation or other entity, or by reason of any eviction by paramount title, or by reason of Lessee's acquisition of ownership of any or all of the Leased Properties otherwise than pursuant to an express provision of this Lease, or by reason of any default or breach of any warranty by Lessor under this Lease or any other agreement between Lessor and Lessee, or to which Lessor and Lessee are parties, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding. It is intended that the obligations of Lessee hereunder shall be separate and independent covenants and agreements and that the Basic Rent, Additional Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events unless the obligations to pay the same shall be terminated pursuant to the express provisions of this Lease. Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceedings affecting Lessor or any assignee of Lessor, and notwithstanding any action with respect to this Lease that may be taken by a trustee or receiver of Lessor or any assignee of Lessor or by any court in any such proceeding. Lessee waives all rights which may now or hereafter be conferred by law to quit, terminate or surrender this Lease or any of the Leased Properties or to any abatement, suspension, deferment or reduction of Basic Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

ARTICLE VI

6. Use of Leased Properties. Lessee may use the Leased Properties for any lawful purpose. Lessee agrees that it will not permit any unlawful occupation, business or trade to be conducted on any Leased Property or any use to be made thereof contrary to any applicable and valid Legal Requirement. Lessee shall not use or occupy or permit any Leased Property to be used or occupied, nor do or permit anything to be done in or on any Leased Property or any part thereof, in a manner that would in any way violate any certificate of occupancy affecting such Leased Property, or make void or voidable any insurance then in force with respect thereto, or that may make it impossible to obtain fire or other insurance thereon required to be furnished hereunder by Lessee, or that will cause or be likely to cause structural injury to any of the Leased Improvements, or that will constitute a public or private nuisance or waste. Nothing in this Lease contained and no action or inaction by Lessor shall be deemed or construed to mean that Lessor has granted to Lessee any right, power or permission to do any act or to make any agreement that may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Lessor in any Leased Property.

ARTICLE VII

7.1. Ownership of Leased Properties. Lessee acknowledges that the Leased Properties are the property of Lessor and that Lessee has only the right to the possession and use thereof upon the terms and conditions of this Lease.

7.2. Condition of Leased Properties. Lessee acknowledges receipt and delivery of possession of the Leased Properties and that Lessee has examined title to the Leased Properties prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder. Lessee is

renting the Leased Properties "as is" in their condition and state of repair at the Commencement Date. Lessor makes no representation or warranty with respect to the condition of the Leased Properties or their fitness or availability for any particular use and Lessor shall not be liable for any latent or patent defect therein.

ARTICLE VIII

8.1. Maintenance and Repair. Lessee at its expense will keep each of the Leased Properties and all roadways, sidewalks and curbs appurtenant thereto in good order and repair (ordinary wear and tear excepted), and subject to the provisions of Section 17.3(b), with reasonable promptness, make all necessary and appropriate repairs of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs shall, to the extent possible, be at least equivalent in quality to the original work. Lessee will not take or omit to take any action the taking or omission of which might impair the value or the usefulness of any of the Leased Properties or any part thereof or commit any waste of any of the Leased Properties or any part thereof.

Lessor shall not under any circumstances be required to build any improvements on any Leased Property, or to make any repairs, replacements, alterations or renewals of any nature or description to any Leased Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Lease or to maintain any Leased Property in any way. Lessee hereby waives the right to make repairs at the expense of Lessor pursuant to any law in effect at the Commencement Date or thereafter enacted. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, expressed or

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implied, to any contractor, subcontractor, laborer, materialman or vendor to or for the performance of any labor or services or the furnishing of any materials for the construction, alteration addition, repair or demolition of or to any Leased Property or any part thereof. Notice is hereby given that Lessor will not be liable for any labor, services or material furnished or to be furnished to Lessee, or to anyone holding any Leased Property or any part thereof through or under Lessee, and that no mechanic's or other liens for such labor, services or materials shall attach to or affect the interest of Lessor in and to any Leased Property or any part thereof.

Upon the expiration or prior termination of the Term, Lessee will peaceably vacate and surrender the Leased Properties (other than those conveyed to Lessee pursuant to any provision of this Lease) to Lessor in good repair, ordinary wear and tear excepted.

8.2. Encroachments, Restrictions, etc. If any of the Leased Improvements on any Leased Property shall, at any time, encroach upon any property, street or right of way adjoining or adjacent to such Leased Property, or shall violate the agreements or conditions contained in any restrictive covenant or other agreement affecting such Leased Property, or any part thereof, or shall hinder or obstruct any easement or right of way to which such Leased Property is subject or shall impair the rights of others under such easement or right of way, then promptly upon the request of Lessor at the behest of any person affected by any such encroachment, violation, hindrance, obstruction or impairment, Lessee shall, at its expense, subject to its right to contest the existence of any encroachment and in such case in the event of an adverse determination, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation,

hindrance, obstruction or impairment, whether the same shall affect Lessor or Lessee or (ii) make such changes in the Leased Improvements and take such other actions as shall be necessary to remove such encroachments, hindrance or obstructions and to end such violations or impairments, including, if necessary, the alteration or removal of any of the Leased Improvements on such Leased Property. Any such alteration or removal shall be made in conformity with the requirements of Section 9.1.

ARTICLE IX

9.1. Alterations, Replacements and Additions. Lessee, at its expense, may at any time and from time to time make alterations of and additions to the Leased Improvements on any or all of the Leased Properties and substitutions and replacements for the same (herein collectively called Alterations), provided that (a) the market value of the affected Leased Property shall not be reduced or its usefulness impaired; (b) the work shall be done expeditiously and in a good and workmanlike manner; (c) the plans and specifications for any single Alteration with an estimated cost in excess of \$50,000 shall be approved in writing by Lessor, such approval not to be unreasonably withheld or delayed; (d) Lessee shall comply with all Legal Requirements and Insurance Requirements, if any, applicable to the work and (e) Lessee shall promptly pay all costs and expenses and discharge any and all liens arising in respect of the work. All Alterations shall immediately become and remain the property of Lessor, shall be deemed part of the Leased Improvements and shall be subject to all of the terms and provisions of this Lease. In case the estimated cost of any such Alteration exceeds \$50,000, notice of any such Alteration shall be given to Lessor in writing, and it must be made under the supervision of a qualified architect or engineer.

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9.2. Salvage. All materials which are scrapped or removed in connection with the making of either Alterations permitted by Section 9.1 or repairs required by Article VIII may be dealt with by Lessee as its own property and Lessee shall be entitled to all salvage resulting therefrom.

ARTICLE X

10. Lessee's Equipment. Lessee may at its expense install or assemble or place on the Land or in the Leased Improvements, and remove and substitute, any items of machinery, equipment, furniture, furnishings or other personal property, used or useful in Lessee's business, which property shall constitute Lessee's Equipment, and Lessee shall remove the same upon the expiration or earlier termination of the Term; provided, however, that Lessee shall have no right to remove any such item which constitutes a fixture under applicable law except for self-contained freezers, cooler doors and refrigeration equipment, slush ice machines, signs, gas tanks, pumps, consoles, canopies, safe doors and counters and shelves. All Lessee's Equipment shall be and remain the property of Lessee, provided that any of Lessee's Equipment not removed by Lessee within thirty days after the expiration or earlier termination of the Term shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor, at Lessee's expense, without obligation to account therefor. Lessee shall have the right during such thirty-day period following the expiration or earlier termination of the Term to enter upon the Leased Properties or any of them to remove all or any part of Lessee's Equipment. Lessee will pay (i) rental in advance for such thirty-day period prorated on the basis of the Basic Rent payable during the immediately preceding Term and (ii) all costs and expenses incurred in removing, storing or disposing of Lessee's Equipment. Lessee

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will repair at its expense all damage to each of the Leased Properties caused by the removal of Lessee's Equipment, whether effected by Lessee or Lessor. Lessor shall not be responsible for any loss or damage to Lessee's Equipment.

ARTICLE XI

11. Utility and Communication Services. Lessee will pay or cause to be paid all charges for electricity, power, gas, water, telephone and other utility and communication services used on or about the Leased Properties or any of them.

ARTICLE XII

12.1. Payment of Impositions. Subject to Article XV relating to contests, Lessee will pay all Impositions before any fine, penalty, interest or cost may be added for non-payment, such payments to be made directly to the taxing authorities where feasible, and will furnish to Lessor, promptly after request, official receipts or other satisfactory proof evidencing such payments.

12.2. Adjustment of Impositions. Impositions in respect of the tax-fiscal period during which the Term expires shall be adjusted and prorated between Lessor and Lessee.

12.3. Assessments. In the event that any assessment levied or assessed against a Leased Property becomes due and payable during the Term and may be legally paid in instalments, Lessee shall have the option to pay such assessment in instalments; and in such event, Lessee shall be liable only for those instalments which become due and payable during the Term.

ARTICLE XIII

13. Compliance with Legal and Insurance Requirements. Subject to Article XV relating to contests, Lessee, at its expense, will promptly (a) comply with all Legal Requirements and Insurance Requirements in respect of the Leased Properties, whether or not

compliance therewith shall require structural changes in any of the Leased Improvements or interfere with the use and enjoyment of any of the Leased Properties and (b) procure, maintain and comply with all licenses and other authorizations required for any use of the Leased Properties then being made, and for the proper erection, installation, operation and maintenance of the Leased Improvements or any part thereof.

ARTICLE XIV

14. Liens. Subject to Article XV relating to contests, Lessee will not directly or indirectly create or allow to remain and will promptly discharge at its expense any mortgage, lien, encumbrance, attachment, title retention agreement or charge upon any of the Leased Properties and any attachment, levy, claim or encumbrance in respect of the Basic Rent, Additional Rent or other sums payable pursuant to this Lease, not including, however, (a) this Lease, (b) the Indenture, (c) such of the matters, if any, set forth in Schedule A as shall at the time be in effect and applicable to the respective Leased Properties, (d) restrictions, liens, charges and other encumbrances which are consented to in writing by Lessor, or any easements which do not substantially interfere with the operation of the respective Leased Properties or materially affect the value thereof, (e) liens for those taxes of Lessor which Lessee is not required to pay hereunder, (f) subleases permitted by Article XXVI, (g) liens for Impositions or for sums resulting from non-compliance with Legal Requirements so long as (i) such sums are not yet payable or are payable without the addition of any fine, penalty, interest or cost, or (ii) such liens are in the process of being contested as permitted by Article XV, and (h) liens of mechanics, laborers, materialmen, suppliers or vendors for sums either disputed or not yet due, provided that (i) the payment of such sums shall not be post-

poned under any related contract for more than sixty days after the completion of the action giving rise to such lien and such reserve or other appropriate provisions as shall be required by law or sound accounting principles shall have been made therefor, or (ii) any such liens are in the process of being contested as permitted by Article XV.

ARTICLE XV

15. Permitted Contests. Lessee, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or any Legal Requirement or Insurance Requirement or any lien, encumbrance or charge not permitted by Article XIV, provided that (a) in the case of an unpaid Imposition, lien, encumbrance or charge, the commencement of such proceedings shall suspend the collection thereof from Lessor and from any of the Leased Properties, (b) neither the Leased Properties or any of them nor any Basic Rent, Additional Rent or other sum payable with respect thereto nor any part thereof or interest therein, would be in any danger of being sold, forfeited, attached or lost, (c) in the case of a Legal Requirement, Lessor would not be in any danger of civil or criminal liability for failure to comply therewith pending the outcome of such proceedings, (d) Lessee shall deliver to Lessor, the Trustees and their respective counsel an opinion of Lessee's counsel to the effect set forth in clauses (a), (b) and (c), to the extent applicable, (e) in the case of an Imposition, Lessee shall have established such reserves with respect thereto as may be required by sound accounting principles or shall have furnished such security, if any, as may be required in the proceedings, (f) in the case of an Insurance Requirement, the coverage required by Article XVI

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shall be maintained, and (g) if such contest is finally resolved against Lessee, Lessee shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon, or comply with the applicable Legal Requirement or Insurance Requirement. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as may reasonably be required in any such contest. Lessee shall indemnify and save Lessor and the Trustees harmless against any cost or expense of any kind that may be imposed upon or assessed against Lessor, the Leased Properties or the Basic Rent, Additional Rent or other sums payable pursuant to this Lease in connection with any such contest and any loss resulting therefrom.

ARTICLE XVI

16.1. Insurance. Lessee agrees to maintain at all times and at its expense insurance covering the Leased Properties as follows: (a) fire, with extended coverage, vandalism and malicious mischief insurance and insurance against other risks customarily insured against with respect to property similar to the Leased Properties, such insurance in respect of each Leased Property to be in an amount not less than the full insurable value (actual replacement value less physical depreciation) thereof; (b) comprehensive liability insurance in respect of each Leased Property in the amount of (i) at least \$500,000 with respect to bodily injury or death to any one person, (ii) at least \$1,000,000 with respect to bodily injury or death arising out of any one accident and (iii) at least \$500,000 with respect to property damage arising out of any one occurrence; (c) adequate explosion insurance in respect of steam or pressure boilers and similar apparatus, if any, located on each Leased Property; and (d) workmen's compensation insurance subject to statutory limits or better

in respect of any work or other operations on or about each of the Leased Properties; (e) war risk insurance in respect of each Leased Property as and when such insurance is obtainable from the United States Government or any agency or instrumentality thereof, and a state of war or national or public emergency exists or threatens, in an amount not less than the full insurable value thereof, provided, however, that the amount of the premiums for such insurance shall not exceed the then current cost of the fire policy provided for in clause (a) above and (f) such other insurance with respect to each of the Leased Properties and in such amounts as Lessor from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against in respect of properties similar to the Leased Properties. Lessee may effect such coverage under its blanket insurance policies and all policies shall be written by companies presently or hereafter insuring the properties of Lessee; provided, however, that (i) any such policy of blanket insurance either shall specify therein, or Lessee shall furnish Lessor a written statement from the insurer under such policy so specifying, the amount of the total insurance allocated to each of the Leased Properties, which amount shall not be less than the amount required with respect to such Leased Property pursuant to this Article XVI, (ii) any policy of blanket insurance hereunder shall comply in all respects with the other provisions of this Article XVI and (iii) the protection afforded Lessor, the Trustees and Lessee under any policy of blanket insurance shall be no less than that which would have been afforded under separate policies relating only to each of the separate Leased Properties. Such insurance shall be written by companies of recognized financial standing which are authorized to do insurance business in the respective states in which the Leased



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Properties are located.

16.2. Policy Provisions and Certificates. The insurance maintained by Lessee under clauses (a), (b), (c), (e) and (f) of Section 16.1 shall bear a non-contributory first mortgagee endorsement (or, if appropriate, a non-contributory lender's loss payable endorsement) in favor of the Trustees and shall name Lessor and Lessee as insureds as their respective interests may appear, with loss payable to the Trustees. The insurance maintained by Lessee under clauses (a), (c), (e) and (f) of Section 16.1 shall provide that all property losses insured against shall be adjusted by Lessee (subject to Lessor's approval of final settlement of estimated losses of Fifty Thousand Dollars or more) and the proceeds thereof shall be paid to the Trustee, to be applied in the manner hereinafter set forth in subsections 17.1 and 17.3. All insurance maintained by Lessee shall provide that (a) no cancellation or reduction thereof shall be effective until at least ten days after receipt by Lessor and the Trustees of written notice thereof, and (b) all losses shall be payable notwithstanding (i) any act or negligence of Lessee or Lessor, (ii) the occupation or use of any Leased Property for purposes more hazardous than permitted by the terms of such policy, (iii) any foreclosure or other action or proceeding taken by the Trustees pursuant to any provision of the Indenture upon the happening of an Event of Default, as defined therein, or (iv) any change in title or ownership of any of the Leased Properties or any part thereof. Lessee will, on the Commencement Date, furnish to Lessor and the Trustees certificates for such insurance, and not less than ten days before the expiration of any such insurance, a certificate evidencing the replacement or renewal thereof, together with written evidence that the premium therefor has been paid.

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16.3. Other Insurance. Lessee shall not take out separate insurance concurrent in form or contributing in the event of loss with that required by this Article XVI to be furnished by Lessee unless Lessor and the Trustees are included therein as named insureds, with loss payable as in this Article provided. Lessee shall immediately notify Lessor and the Trustees whenever any such separate insurance is taken out and shall deliver the policy or policies or duplicates thereof, or certificates evidencing the same as provided in this Article.

ARTICLE XVII

17.1. Notice of Damage, Destruction or Taking; Condemnation Awards. In case of any material damage to or destruction of any Leased Property or any part thereof, or in case of any Taking, Lessee shall forthwith give notice thereof to Lessor. If Lessor shall be advised by the condemning authority of a proposed Taking, Lessor shall forthwith give notice thereof to Lessee, but its failure to do so shall not affect the rights of the parties as set forth in this Lease. In case of any such Taking, Lessor shall be entitled to all awards or payments on account thereof, and Lessee hereby irrevocably assigns to Lessor all rights of Lessee to any such award or payment and irrevocably authorizes and empowers Lessor in the name of Lessee or otherwise, to file and prosecute what would otherwise be Lessee's claim for any such award or payment, and to collect, receipt for and retain the same. Except as provided below, all sums so received by Lessor shall be applied in accordance with the provisions of Section 17.3, except that any such sums received with respect to a Taking for temporary use shall be applied in accordance with the provisions of Section 17.2. If an Event of Default shall have occurred at the time of Lessor's receipt of any such award or payment, the same shall be applied in the manner specified in Article 4 of the Indenture. Lessee will pay all costs and expenses, including

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attorney's fees, incurred by Lessor or the Trustees in connection with any such Taking and the seeking and obtaining of any award or payment in respect thereof. For the purpose of this Lease, all amounts paid pursuant to any agreement with any condemning authority in settlement of any condemnation or other eminent domain proceeding affecting any Leased Property shall be deemed to constitute an award made in such proceeding.

17.2. Taking for Temporary Use. In case of a Taking for temporary use, there shall be no termination, cancellation or modification of this Lease, and Lessee shall continue to perform and comply with (except as such performance and such compliance may be rendered impossible by reason of such Taking) all of its obligations under this Lease and shall in no event be relieved of its obligation to pay punctually all Basic Rent, Additional Rent or any other sums payable hereunder. Lessor shall pay the net awards received by it (whether by way of damages, rent or otherwise) by reason of such Taking to Lessee, if no Event of Default shall have occurred.

17.3. Other Taking; Damage or Destruction; Repair or Replacement. (a) In case of any damage to or destruction of any Leased Property or any part thereof, or in case of any Taking other than for temporary use, Lessee (except as otherwise provided in Section 17.3(b)) will, at its expense, promptly commence and complete with due diligence (subject to Unavoidable Delays) the replacement and repair of the Leased Property in order to restore it as nearly as practicable to the value and condition thereof immediately prior to such damage, destruction or Taking, whether or not the insurance proceeds or the award for the Taking shall be sufficient for such purpose. In such event, the net proceeds of insurance and the net awards for the Taking received by Lessor, if no Event of Default shall have occurred shall be paid to Lessee (or as Lessee may direct), from time to time as the Leased Property is replaced or repaired, in amounts equal to the cost of such



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replacement and repair, upon delivery to Lessor of an Officer's Certificate certifying, in each case, the amount to be paid (which may represent amounts theretofore paid by Lessee in the effectuation of such repairs or replacements and not reimbursed hereunder or amounts due and payable by Lessee therefor, or both). Upon delivery to Lessor of an Officer's Certificate certifying to the completion of the repair or replacement of the Leased Property and the payment of the cost thereof in full, any balance of such proceeds and awards not required to be held or applied in accordance with the preceding sentence, shall be paid over to Lessee, except that if during the Basic Term the balance of an award or proceeds shall be \$5,000 or more, the same shall be retained by Lessor. In the event of a Taking of such character as not to require any repair or replacement of a Leased Property, and upon delivery to Lessor of an Officer's Certificate certifying that such partial Taking has not materially affected the condition or use of such Leased Property, any award for such Taking shall be paid over to Lessee, except that if during the Basic Term the amount of such award shall be \$5,000 or more, the same shall be retained by Lessor. In the event Lessor shall retain any such award or proceeds pursuant to the two next preceding sentences with respect to any Leased Property, the amount so retained shall be applied to the payment of the instalments of Basic Rent payable for such Leased Property during the remainder of the Term in pro rata reduction thereof and Lessor's Cost, as set forth in Schedule B hereto for such Leased Property, shall be reduced by an amount equal to the amount of such proceeds or award so retained. If an Event of Default shall have occurred

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prior to the time of Lessor's receipt of any insurance proceeds or awards for a Taking pursuant to this Section 17.3(a), the same shall be applied in the manner specified in Article 6 of the Indenture.

(b) In case either of the following shall occur during the Term:

- (i) a Taking of an entire Leased Property, or
- (ii) any material damage to or destruction of the Leased Improvements on a Leased Property or a Taking of a material portion of a Leased Property which, in either case, in the good faith judgment of the Board of Directors of Lessee, as reflected in an Officer's Certificate delivered to Lessor within sixty days after such damage, destruction or Taking, renders such Leased Property or the remainder thereof, as the case may be, no longer suitable for the business then being conducted on such Leased Property by Lessee.

Lessee shall give Lessor notice of termination of this Lease as to such Leased Property accompanied by an irrevocable offer to purchase such Leased Property (including the net amount of the award or insurance proceeds as the case may be) on the first Basic Rent payment date occurring not less than ninety days after such Taking or such determination (the Purchase Date) for a purchase price determined pursuant to Schedule C hereto.

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If Lessor accepts such offer, or fails to reject the same, not later than five days prior to the Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price and any Basic Rent, Additional Rent and other sums due and payable hereunder (including the instalment of Basic Rent due on the Purchase Date), (a) convey such Leased Property to Lessee on the Purchase Date in accordance with the provisions of Article XXI

and (b) pay over or assign to Lessee the net award or net insurance proceeds, and this Lease shall thereupon terminate as to such Leased Property, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date.

If Lessor rejects Lessee's offer to purchase such Leased Property not later than five days prior to the Purchase Date, provided Lessee shall not then be in default hereunder, this Lease shall terminate as to such Leased Property on the Purchase Date, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date; provided, that, if the Purchase Date shall occur during the Basic Term, such rejection shall be of no effect unless accompanied by the written consent thereto of the Trustee.

ARTICLE XVIII

18.1. Termination of Lease upon Discontinuance of Operations on a Leased Property. If in the good faith judgment of the Board of Directors of Lessee, a Leased Property becomes uneconomic or unsuitable for Lessee's continued use and occupancy in Lessee's business, and Lessee has discontinued use of such Leased Property in its business operations or its Board of Directors has determined to discontinue such use within a period of six months, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if no Event of Default shall have occurred, may, at any time after the expiration of the tenth Year of the Fixed Term, give Lessor notice of termination of this Lease as to such Leased Property accompanied by an irrevocable offer to purchase such Leased Property on the first Basic Rent payment date occurring not less than ninety days after the date of such offer (the Purchase Date), for a purchase price determined pursuant to Schedule C hereto.

If Lessor accepts such offer, or fails to reject the same not later than five days prior to the Purchase Date, Lessor shall, upon receipt from Lessee of the purchase price and any Basic Rent, Additional Rent and other sums due and payable hereunder (including the instalment of Basic Rent due on the Purchase Date), convey such Leased Property to Lessee on the Purchase Date, in accordance with the provisions of Article XXI and this Lease shall thereupon terminate as to such Leased Property, except with respect to obligations and liabilities of Lessee, actual or contingent, which have arisen on or prior to such Purchase Date.

If Lessor rejects Lessee's offer to purchase such Leased Property, provided Lessee is not then in default hereunder, this Lease shall terminate as to such Leased Property on the Purchase Date, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, which have arisen on or prior to such Purchase Date; provided that, if the Purchase Date shall occur during the Basic Term, such rejection shall be of no effect unless accompanied by the consent thereto of the Trustee.

18.2. Exchange of Other Property for a Leased Property.

Notwithstanding any other provision of this Lease, as long as Lessee is not in default under this Lease, at any time prior to the commencement of the eleventh Year of the Fixed Term, if in the good faith judgment of the Board of Directors of Lessee, a Leased Property becomes uneconomic or unsuitable for Lessee's continued use and occupancy in Lessee's business, and if the Board of Directors of Lessee has determined to discontinue such use within a period of six months, all as set forth in an Officer's Certificate delivered to Lessor, Lessee, if no Event of Default shall have occurred, may give Lessor notice of termination of this Lease as to such Leased Property (the Replaced Property) on any Basic Rent payment date occurring not less than ninety days after the date of delivery of such notice (the Substitution Date), but only if the following

conditions shall have been satisfied on or before the Substitution Date:

(1) Lessee, or its designee, shall have conveyed or caused to be conveyed to Lessor a parcel of land with buildings, structures and other improvements thereon (the Substitute Property).

(2) The Trustee and Lessor shall have received a supplement to this Lease (the Lease Supplement), in form and substance satisfactory to the Trustee and its counsel, subjecting the Substitute Property to this Lease, requiring payments of Basic Rent and purchase prices with respect to the Substitute Property identical to those payable pursuant to this Lease with respect to the Replaced Property, describing the Substitute Property in Schedule A hereto and deleting the description of the Replaced Property from Schedule A hereto and making such other changes and modifications in this Lease as the Trustee or its counsel may reasonably deem necessary or appropriate by reason of the substitution of the Substitute Property for the Replaced Property pursuant to this Section 18.2.

(3) The Trustee and Lessor shall have received a supplement to the Assignment (herein called the Assignment Supplement) in form and substance satisfactory to the Trustee and its counsel, which Assignment Supplement shall (i) confirm the assignment of this Lease as supplemented by the Lease Supplement made pursuant to the Assignment to the same extent as if the Substitute Property had been originally described in Schedule A of this Lease and the Assignment on the date of the execution and delivery of this Lease and the Assignment, describe the Substitute Property in Schedule A to the Assignment and delete the description of the Replaced Property from said Schedule A and make such other

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changes and modifications in the Assignment as the Trustee or its counsel may reasonably deem necessary or appropriate by reason of the substitution of the Substitute Property for the Replaced Property pursuant to this Section 18.2.

(4) The Trustee shall have received a supplement (herein called the Indenture Supplement) to the Indenture in form and substance satisfactory to the Trustee and its counsel, which Indenture Supplement shall subject the Substitute Property and this Lease as supplemented by the Lease Supplement to the lien of the Indenture to the same extent as if the same had been described in the Granting Clauses of the Indenture on the date of the execution and delivery of the Indenture, and which Indenture Supplement shall make such other changes and modifications in the Indenture as the Trustee or its counsel may reasonably deem necessary or appropriate by reason of the substitution of the Substitute Property for the Replaced Property pursuant to this Section 18.2.

(5) The Trustee shall have received an Officer's Certificate, to the effect that (A) the fair market value of the Substitute Property (as certified by the appraiser referred to in subsection (6) below) is at least equal to the greater of (i) the fair market value of the Replaced Property (as certified by such appraiser), or (ii) the purchase price which would be payable for the Replaced Property on the Substitution Date upon a purchase pursuant to Article XVII, (B) the estimated remaining useful life of the Substitute Property (as certified by the appraiser referred to in subsection (6) below) is at least equal to the estimated remaining useful life of the Replaced Property (as certified by such appraiser) and (C) Lessee has complied in all respects with the terms and provisions of this Section 18.2.

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(6) The Trustee shall have received an appraisal of the Replaced Property and an appraisal of the Substitute Property which appraisals shall contain the fair market value of such Properties and their estimated remaining useful lives. The appraisals shall be made at the expense of Lessee and by appraisers selected by Lessee and approved by the Trustee.

(7) All of the terms and conditions set forth in the Indenture shall have been complied with, to the satisfaction of the Trustee and its counsel.

Upon compliance by Lessee with the provisions of this Section 18.2 and payment by Lessee of all instalments of Basic Rent and all other sums due under this Lease with respect to the Replaced Property, Lessor shall transfer and convey the Replaced Property to Lessee or its designee upon the terms and provisions of Article XXI.

18.3. Restriction on Subsequent Use. If Lessee terminates this Lease with respect to a Leased Property pursuant to this Article XVIII, neither Lessee, nor any affiliate of Lessee shall have the right thereafter to use such Leased Property, directly or indirectly, in its business operations.

ARTICLE XIX

19. Events of Default.

19.1. If any one or more of the following events (individually, an Event of Default) shall occur:

(a) if Lessee shall fail to make payment of any Basic Rent, Additional Rent or other sum payable by Lessee hereunder when the same becomes due and payable and such failure shall



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continue for a period of five days after notice thereof; or

(b) if Lessee shall fail to observe or perform any other term, covenant or condition of this Lease for thirty days after Lessor shall have delivered to Lessee notice of such failure (provided that in the case of any default referred to in this clause (b) which cannot with diligence be cured within such thirty-day period and which, if not cured within such thirty-day period, will have no adverse effect upon any Leased Property, and if Lessee shall proceed promptly to cure the same and thereafter shall prosecute the curing of such default promptly and with all due diligence, then upon written receipt by Lessor of an Officer's Certificate stating the reason that such default cannot be cured within thirty days and stating that Lessee is proceeding and will continue promptly and with all due diligence to cure such default, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of the same promptly and with all due diligence); or

(c) if Lessee shall make a general assignment for the benefit of its creditors, or shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief, under any present or future statute, law or regulation, or shall file an answer admitting or failing to deny the material allegations of a petition against it for any such relief, or shall admit in writing its inability to pay its debts as they mature; or

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(d) if any proceeding brought against Lessee seeking any of the relief mentioned in clause (c) of this Section shall not have been stayed or dismissed within ninety days after the commencement thereof; or

(e) if a trustee, receiver or liquidator of Lessee or of any substantial part of its properties or assets or of Lessee's estate or interest in any of the Leased Properties shall be appointed with the consent or acquiescence of Lessee, or if any such appointment, if not so consented to or acquiesced in, shall remain unvacated or unstayed for an aggregate of ninety days (whether or not consecutive); or

(f) if Lessee shall be liquidated or dissolved, or shall begin proceedings toward its liquidation or dissolution; or

(g) if Lessee shall fail to perform any term or provision of the Consent and such failure shall continue for a period of five days after notice thereof; or

(h) if, as a result of any action by Lessee or its omission to perform any act required by this Lease or the Consent, an Event of Default (as defined in the Indenture) shall have occurred under the Indenture; or

(i) if an Event of Default shall have occurred under any other lease to which Lessor, as lessor, and Lessee, as lessee, are parties; or

(j) if any Leased Property shall have been abandoned, provided that Lessee may discontinue use of any Leased Property upon the condition that Lessee shall fulfill all its obligations under this Lease with respect to such Leased Property, including, without limitation, the payment of Basic Rent and the maintenance of such Leased Property; then, and in any such event, Lessor may terminate the Term of this Lease by giving Lessee notice of such termination and upon the expiration of the time fixed in such notice the Term shall expire and all rights of Lessee under this Lease shall cease. Lessee will pay as Additional Rent all costs and expenses incurred by or on behalf of Lessor, including, without limitation,

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attorneys' fees and expenses, as a result of any Event of Default hereunder.

No Event of Default in respect of paragraph (b) of this Section (other than a failure to make payment of money) shall be deemed to exist during any time the curing thereof is prevented by an Unavoidable Delay provided that no substantial deterioration of any Leased Property occurs and provided that upon the cessation of such Unavoidable Delay, Lessee shall remedy such default without further delay.

19.2. If an Event of Default shall have occurred and be continuing, whether or not the Term of this Lease has been terminated pursuant to Section 19.1, Lessee shall, if required by Lessor so to do, immediately surrender the Leased Properties to Lessor and Lessor may enter upon and repossess the Leased Properties by reasonable force, summary proceedings, ejectment or otherwise, and may remove Lessee and all other persons and any and all personal property from the Leased Properties. Lessor shall be under no liability for or by reason of any such entry repossession or removal.

19.3. At any time and from time to time after the termination of the Term of this Lease pursuant to Section 19.1, Lessor without notice to Lessee, may, but shall be under no obligation to, relet the Leased Properties or any of them or any part thereof for the account of Lessee, in the name of Lessee or otherwise for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions (which may include concessions or free rent) and for such purposes as Lessor in its uncontrolled discretion may determine, and may collect, receive and retain the rents resulting from such reletting. If Lessee shall produce a new tenant which is financially sound and otherwise acceptable to Lessor and is ready, willing and able to lease all of the Leased Properties, upon terms satisfactory to Lessor, Lessor shall lease the Leased Properties to such new tenant, but Lessee shall remain liable hereunder as hereinafter provided.

19.4. Neither the termination of the Term of this Lease pursuant to Section 19.1 nor the repossession of the Leased Properties shall relieve Lessee of its liability and obligations hereunder, all of which shall survive any such termination or repossession. In the event of any such termination, Lessee shall forthwith pay to Lessor the Basic Rent, all Additional Rent and all other sums due and payable to and including the date of such termination. Thereafter, quarter-annually on the days on which the Basic Rent would have been payable under this Lease if the Term had not been terminated and until the end of what would have been the then current Term in the absence of such termination, Lessee, at Lessor's option, shall pay Lessor as and for liquidated and agreed current damages for Lessee's default:

(a) the Basic Rent, Additional Rent and all other sums that would have been payable by Lessee hereunder (including, without limitation, amounts payable pursuant to Article XXVII as prepaid Basic Rent or as the purchase price for the Leased Properties) if the Term had not been terminated, less

(b) the net proceeds, if any, of any reletting of the Leased Properties or any thereof or any part thereof, after deducting all of Lessor's expenses in connection therewith, including, without limitation, repossession costs, brokerage commissions, attorneys' fees and expenses and any repair or alteration costs and expenses incurred in preparation for such reletting.

19.5. At any time after the termination of the Term of this Lease pursuant to Section 19.1, whether or not Lessor shall have collected any current damages pursuant to Section 19.4 Lessor shall be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the purchase price for all

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of the Leased Properties determined in accordance with Schedule C as of the date of such demand together with all accrued Basic Rent and Additional Rent then due and unpaid and with all other charges which are then due or which would have been payable hereunder but for said default and termination as well as any charges which arise and become due by reason of such default (including but not limited to any attorney's fees, if permitted and legal costs). Upon receipt of liquidated final damages as aforesaid, Lessor shall transfer and convey the Leased Properties to Lessee upon the terms and provisions set forth in Article XXI. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law. If any statute or rule of law shall validly limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law.

19.6. If this Lease is terminated pursuant to Section 19.1, Lessee waives (a) any right of redemption, re-entry or repossession, (b) any right to a trial by jury in the event of summary proceedings, (c) the benefit of any laws now or hereafter in force exempting property from liability for rent or for debt and (d) the service of any notice which may be required by any present or future statute, law or decision.

ARTICLE XX

20. Lessor's Right to Cure Lessee's Default. If Lessee shall fail to make any payment or perform any act required to be made or performed hereunder, Lessor, after notice to and demand upon Lessee and without waiving or releasing any obligation or

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default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Lessee, and may enter upon any of the Leased Properties for such purpose and take all such action thereon as, in Lessor's opinion, may be necessary or appropriate therefor. No such entry shall be deemed an eviction of Lessee. All sums so paid by Lessor and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the rate of 9 1/4% per annum from the date on which such sums or expenses are paid or incurred by Lessor, shall be paid by Lessee to Lessor on demand.

ARTICLE XXI

21. Provisions Relating to Purchase of a Leased Property by Lessee. In the event Lessee purchases any Leased Property from Lessor pursuant to any of the terms of this Lease, Lessor shall, upon receipt from Lessee of the applicable purchase price, together with full payment of any unpaid Basic Rent, Additional Rent and other sums due and payable on or before the date of the purchase, execute and deliver to Lessee, on the purchase date, an appropriate deed with covenant against grantor's acts conveying title to such Leased Property to Lessee free and clear of all liens and encumbrances that have been created by Lessor without consent of Lessee other than those that Lessee has agreed hereunder to pay or discharge. The purchase price shall be paid to Lessor in federal funds without deduction or offset for any cause whatever. All expenses of such conveyance including, without limitation, the cost of title examination, escrow fees, the cost (including prepayment premium, if any) of obtaining and recording a release of such Leased Property from the lien of the Indenture, broker's fees, if any, attorneys' fees incurred by Lessor in connection with such conveyance and release, transfer taxes and recording fees, taxes

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and other charges shall be paid by Lessee. Upon the completion of such purchase, but not prior thereto (whether or not any delay in the completion of or the failure to complete such purchase shall be the fault of Lessor), this Lease and all obligations hereunder (including the obligations to pay Basic Rent and Additional Rent) shall terminate with respect to the Leased Property so purchased, except with respect to obligations and liabilities of Lessee with respect to such Leased Property, actual or contingent, under this Lease which arose on or prior to such date of purchase, and the description of such Leased Property shall be deemed deleted from Schedule A hereto.

ARTICLE XXII

22. Extended Terms. If no Event of Default shall have occurred and be continuing, Lessee is hereby granted the right to extend this Lease with respect to any or all of the Leased Properties for six successive terms of five years each. During each such extended term all of the terms and conditions of this Lease shall continue in full force and effect, except that the Basic Rent payable during such extended terms shall be as set forth in Schedule B. This Lease shall be automatically extended with respect to each Leased Property for each such term of five years each unless Lessee, not later than one hundred eighty days prior to the commencement of such extended term shall give notice to Lessor of its intention not to extend the term of this Lease with respect to such Leased Property for any subsequent extended terms.

ARTICLE XXIII

23. No Claims Against Lessor. Nothing contained herein shall constitute any consent or request by Lessor, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of any of the Leased Properties, nor as giving Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor in respect thereof.

ARTICLE XXIV

24. Risk of Loss. The risk of loss or of decrease in the enjoyment and beneficial use of the Leased Properties in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than by Lessor and those claiming from, through or under Lessor) is assumed by Lessee, and Lessor shall in no event be answerable or accountable therefor.

ARTICLE XXV

25. Indemnification by Lessee. Lessee agrees to pay, and to protect, indemnify, save harmless and defend Lessor from and against all liabilities, obligations, claims, damages, penalties, judgments, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of: (a) ownership of any of the Leased Properties; (b) any accident, injury to or death of persons or loss of or damage to property occurring on or about any Leased Property or adjoining sidewalks, streets or ways; (c) any use, misuse, non-use, condition, occupation, maintenance or repair of any Leased Property or adjoining sidewalks, streets or ways; (d) Impositions; or (e) any failure on the part of Lessee to perform or comply with any of the terms of this Lease, any Legal Requirement or any Insurance Requirement. Any amounts which become payable by Lessee to Lessor under this Article and which are not paid within ten days after liability therefor on the part of Lessee is determined by litigation or otherwise shall bear interest at the rate of 9 1/4% per annum from the date of such determination. Lessee, at its expense, shall contest, resist and defend any such claim, action or proceeding asserted or instituted against Lessor, and may compromise or otherwise dispose of the same at its cost and as it sees fit.

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ARTICLE XXVI

26. Subletting and Assignment. Lessee shall have the right to sublet all or any of the Leased Properties or any part thereof or assign or transfer this Lease or any of Lessees' rights or obligations hereunder, provided that (a) in the case of a subletting, the sublease shall be made expressly subject to this Lease, (b) in the case of an assignment (i) the assignee shall assume in writing and agree to keep and perform all of the terms of this Lease on the part of Lessee to be kept and performed and shall be, and become, jointly and severally liable with Lessee for the performance thereof and (ii) an original counterpart of such assignment and assumption, duly executed by Lessee and such assignee, in substance and form satisfactory to Lessor, shall be delivered promptly to Lessor and (c) in case of either an assignment or subletting, Lessee shall remain primarily liable for the prompt payment of the Basic Rent, Additional Rent and all other sums payable under this Lease and for the performance and observance of all of the covenants and conditions to be performed by Lessee hereunder. Neither this Lease nor the Term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge the interest of Lessee in and to any sublease or any of the Leased Properties or the rentals payable thereunder. Any such mortgage, pledge, sublease or assignment made in violation of this Section XXVI shall be void.

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ARTICLE XXVII

27. First Extended Term Prepayment. Unless Lessee has exercised its right not to extend the Term for the first extended term with respect to all of the Leased Properties, Lessor shall have the right, exercisable by notice given



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not later than 90 days prior to the expiration of the Fixed Term, to request Lessee to pay, on the last day of the Fixed Term, an amount equal to 12.5% of the aggregate of the Individual Cost of the Leased Properties subject to this Lease. Such payment shall be in lieu of, and in substitution for, all instalments of Basic Rent otherwise payable during the first Extended Term. If Lessor shall make such request, then Lessee shall, not later than sixty days prior to the expiration date of the Fixed Term, notify Lessor, in writing, of its election either (a) to make such payment as requested by Lessor or (b) to purchase, on the last day of the Fixed Term, all of the Leased Properties subject to this Lease at the date of such notice at a price determined in accordance with Schedule C. If Lessee fails to notify Lessor of its election within the time prescribed, then Lessee shall be deemed to have elected to make such purchase. In the event that Lessee elects or is deemed to have elected to purchase the Leased Properties, Lessor shall transfer and convey the Leased Properties to Lessee in accordance with the terms and provisions of Article XXI, against payment of the purchase price therefor together with all instalments of Basic Rent and all Additional Rent and all other sums then due and payable under this Lease. Lessee agrees that if Lessee has exercised, not later than one hundred eighty days before the expiration of the Fixed Term, its right not to extend the Term with respect to all of the Leased Properties, for the first extended term, then Lessor shall have the right, exercisable by notice given to Lessee not later than ninety days prior to the expiration of the Fixed Term, to require Lessee to purchase all of the Leased Properties on the last day of

the Fixed Term for a price determined in accordance with Schedule C. If Lessor exercises such right, Lessor shall transfer and convey the Leased Properties on such date to Lessee in accordance with the terms and provisions of Article XXI against payment of the purchase price therefor, together with all instalments of Basic Rent and all Additional Rent and all other sums then due and payable under this Lease.

ARTICLE XXVIII

28. Reimbursement for Alterations and Additions.

28.1. On any one or more dates during the Fixed Term, Lessee may by notice to Lessor request that Lessor pay to Lessee the amount of Lessee's theretofore unreimbursed expenses, determined as provided hereinafter in this Article XXVIII, which have been incurred by Lessee in connection with additions to buildings, structures and other improvements then existing on the Leased Properties and in acquiring land contiguous to a Leased Property (such additions and contiguous land being herein called the Additions), which Additions are permitted by Article IX but are in addition to, and do not constitute, alterations and additions which Lessee is required to construct or to make upon the Leased Properties pursuant to any provision of this Lease. Said unreimbursed expenses are hereinafter called the Reimbursable Expenses. Lessee shall have the right to make any such request (herein called a Lessee's Request) for payment of Reimbursable Expenses, only if (i) the construction of the Additions with respect to which such Reimbursable Expenses have been incurred shall have commenced not earlier than two years prior to the date of the Lessee's Request and shall have been

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completed and (ii) the amount of such Reimbursable Expenses exceeds in the aggregate \$100,000. Each Lessee's Request shall be accompanied by (A) architects' drawings and specifications relating to the Additions with respect to which such request is made, (B) an Officer's Certificate setting forth in reasonable detail the amount and character of the Reimbursable Expenses with respect to which such Request is made and a description of such Additions, stating that the construction of such Additions has been completed in compliance with the requirements of this Article XXVIII, specifying the dates on which the construction of such Additions were commenced and completed, the date of acquisition of such contiguous land, if any, and stating that such Reimbursable Expenses are reimbursable in the amount requested under the terms of this Section 28.1. Not later than one hundred sixty days after the receipt of such Lessee's Request, such drawings and specifications and such certificate, Lessor agrees to pay to Lessee, on the date that the Additional Notes (defined below) are issued, an amount equal to such Reimbursable Expenses so certified, but only if the following further conditions shall have been fulfilled within one hundred sixty days after the receipt of such Lessee's Request:

- (i) Additional note or notes of Lessor (the Additional Notes), issued for the purpose of obtaining funds to make such payment to Lessee and fulfilling the terms and conditions of Section 2.2 of the Indenture shall have been sold by Lessor in accordance with the Indenture, the original principal amount of the Additional Notes shall have been not more than the amount of such Reimbursable Expenses and the proceeds of the sale of the Additional Notes actually received by Lessor shall have been not less than the amount of such Reimbursable Expenses;
- (ii) Lessor and Lessee shall have duly authorized, executed and delivered a supplement to this Lease, in form and substance satisfactory to



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the Trustee, which supplement (herein called the Lease Supplement) shall, as of the date of the reimbursement of Lessee of such Reimbursable Expenses (herein called the Reimbursement Date) and thereafter during the continuance of this Lease: (A) increase each Basic Rent payment (with respect to each Leased Property with respect to which a Lessee's Request has been made) required to be made during the Basic Term by an equal amount which shall be at least sufficient to make each payment, when due, of principal of, and interest on, the Additional Notes issued with respect to such Leased Property, (B) increase the purchase prices set forth in Schedule C hereto with respect to such Leased Property that would be payable upon a purchase of such Leased Property by Lessee pursuant to this Lease, in each case by amounts which shall at all times thereafter be at least sufficient to prepay the then outstanding principal amount of the Additional Notes issued with respect to such Leased Property, together with all accrued interest thereon, (C) increase the amount Lessor may request Lessee to pay pursuant to Article XXVII by an amount which shall be at least sufficient to pay the then outstanding Additional Notes issued with respect to such Leased Property, and (D) make such other changes, if any, as shall be necessary or appropriate, in the opinion of counsel for the Trustee, by reason of the transactions contemplated by this section;

- (iii) Lessor and Lessee shall have duly authorized, executed and delivered supplements to the Assignment and the Consent in form and substance satisfactory to the Trustee, which supplements (the Assignment Supplement and Consent Supplement) shall as of the Reimbursement Date and thereafter during the continuance of this Lease, expressly and specifically subject this Lease, as supplemented by the Lease Supplement, to the Assignment and the Consent, and shall make such other changes, if any, as shall be necessary or appropriate, in the opinion of counsel for the Trustee, by reason of the transactions contemplated by this section;
- (iv) Lessor shall have received an amendment or endorsement to each mortgage title insurance policy theretofore delivered to the Trustee with respect to such Leased Properties, satisfactory in form and substance to Lessor and the Trustee, increasing the net amount of such mortgage title insurance for each such Leased Property

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by an amount equal to the Reimbursable Expenses relating to such Leased Property, redating such policy to the Reimbursement Date, and not containing any additional exceptions to title to such Leased Properties other than Permitted Exceptions, as defined in the Indenture;

- (v) Lessor shall have received copies of revised surveys of such Leased Properties, dated within thirty days prior to the Reimbursement Date and satisfactory in form and substance to Lessor and the Trustee;
- (vi) Lessor shall have received such Officer's Certificates and such opinions of counsel for Lessee as Lessor may reasonably request in order to enable Lessor to finance the cost of such Reimbursable Expenses by the issuance and sale of the Additional Notes;
- (vii) All other terms and conditions of the Indenture shall have been fulfilled to the satisfaction of counsel for the Trustee.

28.2. Lessor shall incur no liability under this Lease by reason of its inability to finance the cost of any Reimbursable Expenses, and if Lessor is unable to finance such cost, this Lease shall continue in full effect, without modification.

ARTICLE XXIX

29. Lessee's Certificates and Financial Statements.

- (a) At any time and from time to time upon not less than ten days' prior request by Lessor, Lessee will furnish to Lessor an Officer's Certificate certifying any or all of the following as reasonably requested, (i) that this Lease is unmodified and in full force and effect (or that this Lease is in full force and effect as modified and setting forth the modifications) and the dates to which the Basic Rent and any Additional Rent have been paid, (ii) either that Lessee does not know of any default in the performance of any provisions of this Lease or specifying any default of which Lessee may have knowledge and stating what action Lessee is taking or proposes to take



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with respect thereto and (iii) that, to the knowledge of Lessee, there are no proceedings pending or threatened against Lessee before or by any court or administrative agency which, if adversely decided, would materially and adversely affect the financial condition or operations of Lessee, or, if any such proceedings are pending or threatened to the knowledge of Lessee, specifying and describing the same. Any such certificate furnished pursuant to this Section may be relied upon by Lessor, the Trustees and by any prospective purchaser of the Leased Properties or any of them.

(b) Lessee will furnish the following statements to Lessor:

(i) within one hundred twenty days after the end of each of Lessee's fiscal years, the annual audit report of Lessee, including a balance sheet and an income and retained earnings statement for the fiscal year covered thereby, setting forth in comparative form, the figures for the previous fiscal year, all in reasonable detail and duly certified by independent certified public accountants satisfactory to Lessor;

(ii) within one hundred twenty days after the end of each of Lessee's fiscal years, and together with the annual audit report furnished in accordance with clause (i), an Officer's Certificate stating that to the best of the signer's knowledge and belief after making due inquiry, Lessee is not in default in the performance or observance of any of the terms of this Lease, or if Lessee shall be in default to his knowledge, specifying all such defaults, the nature thereof, and the steps being taken to remedy the same;

(iii) with reasonable promptness, copies of all such financial statements and reports as Lessee shall send to its stockholders or file with the Securities and Exchange Commission or any governmental agency substituted therefor; and

(iv) with reasonable promptness, such other information respecting the financial condition and affairs of Lessee as Lessor may request from time to time.

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ARTICLE XXX

30. Completion of Improvements. Lessee will substantially complete on or before the completion date set forth in Schedule D hereto with respect to a Leased Property (the Completion Date) the construction of the improvements on such Leased Property which have not been substantially completed as of the date such Leased Property became subject to this Lease, in conformity with the requirements of Section 9.1, to the same extent as if such construction were Alterations made under the provisions of Section 9.1. Lessee will deliver to Lessor immediately after substantial completion of such construction, but in no event later than the Completion Date with respect to such Leased Property, an Officer's Certificate (i) to the effect that such construction has been substantially completed, (ii) setting forth in reasonable detail the aggregate cost to Lessee of completing such construction, which, in no event, will be less than the amount set forth in Schedule D with respect to such Leased Property (the Completion Amount), and (iii) if such aggregate cost exceeds the Completion Amount, certifying that Lessee has paid, in full, such excess.

If such construction with respect to a Leased Property is not substantially completed on or before the Completion Date with respect thereto, or if, on or before such Completion Date, Lessee shall not have delivered to Lessor the Officer's Certificate referred to above, then Lessee shall, at the request of Lessor, on a date specified by Lessor which is not later than one hundred eighty days after such Completion Date, purchase such Leased Property at a price determined in accordance with Schedule C hereto. Lessor shall transfer and convey such Leased Property on such date to Lessee pursuant to Article XXI, against payment by Lessee of the purchase price therefor, together with all instalments of Basic Rent, Additional Rent and all other sums then due and payable under this Lease to and including such date of purchase. If Lessor does



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not make such request of Lessee to purchase such Leased Property, then such Leased Property shall remain subject to this Lease. Such Completion Date may be extended by reason of Unavoidable Delays for the period of such Delays; provided, however, that such Completion Date shall not in any event be extended for more than one hundred eighty days.

ARTICLE XXXI

31. Lessor's Right to Inspect. Lessee shall permit Lessor and the Trustees or their respective authorized representatives to inspect the Leased Properties during usual business hours.

ARTICLE XXXII

32. No Waiver by Lessor. No failure by Lessor to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial payment of Basic Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease, which shall continue in full force and effect with respect to any other then existing or subsequent breach. No foreclosure, sale or other proceeding under the Indenture shall discharge or otherwise affect the obligations of Lessee hereunder.

ARTICLE XXXIII

33. Remedies Cumulative. Each legal, equitable or contractual right, power and remedy of Lessor now or hereafter provided either in this Lease or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy and the exercise or beginning of the exercise by Lessor of any one or more of such rights, powers

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and remedies shall not preclude the simultaneous or subsequent exercise by Lessor of any or all of such other rights, powers and remedies.

ARTICLE XXXIV

34. Acceptance of Surrender. No surrender to Lessor of this Lease or of the Leased Properties or any of them or any part thereof or of any interest therein shall be valid or effective unless agreed to and accepted in writing by Lessor and no act by Lessor or any representative or agent of Lessor, other than such a written acceptance by Lessor, shall constitute an acceptance of any such surrender.

ARTICLE XXXV

35. No Merger of Title. There shall be no merger of this Lease or of the leasehold estate created hereby with the fee estate in any of the Leased Properties by reason of the fact that the same person, firm, corporation or other entity may acquire, own or hold, directly or indirectly, (a) this Lease or the leasehold estate created hereby or any interest in this Lease or such leasehold estate and (b) the fee estate in any of the Leased Properties or any interest therein.

ARTICLE XXXVI

36. Conveyance by Lessor. If Lessor or any successor owner of the Leased Properties shall transfer any of the Leased Properties, Lessor or such successor owner, as the case may be, shall thereupon be released from all future liabilities and obligations of Lessor under this Lease as to such Leased Properties and all such future liabilities and obligations shall thereupon be binding upon the new owner.

ARTICLE XXXVII

37. Quiet Enjoyment. So long as Lessee shall pay the Basic Rent, Additional Rent and other sums payable under

this Lease as the same become due and shall fully comply with all of the terms of this Lease and*fully perform its obligations hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Leased Properties for the term hereof, free of any claim or other action by Lessor or the Trustees or anyone claiming by, through or under Lessor or the Trustees. No failure by Lessor to comply with the foregoing covenant during the Basic Term shall give Lessee any right to cancel or terminate this Lease or abate, reduce or make a deduction from or offset against the Basic Rent, Additional Rent or any sum payable under this Lease, or to fail to perform any other obligation of Lessee hereunder.

ARTICLE XXXVIII

38. Notices. All notices, demands, requests, consents, approvals and other communications hereunder shall be in writing and delivered, telegraphed or mailed (by first-class registered or certified mail, return receipt requested and postage prepaid), addressed to the respective parties, as follows:

(a) if to Lessee:

Munford, Inc.
68 Brookwood Drive, N.E.
Atlanta, Georgia 30309

Attention: Vice President - Real Estate

(b) if to Lessor:

Romnuf Corporation
Lehman Special Services, Inc.
1 William Street
New York, New York 10004

or at such other address as either party may hereafter designate, and shall be effective upon receipt as evidenced by a receipt signed by a person at such address.

ARTICLE XXXIX

39. Miscellaneous. If any term or provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such provision shall not be affected thereby. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by Lessor and Lessee. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The table of contents and headings in this Lease are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Lease shall be governed by and construed in accordance with the laws of the respective states in which the Leased Properties are located.

ARTICLE XL

40. Memoranda of Lease. Lessor and Lessee shall, promptly upon the request of either, enter into memoranda of this Lease in form suitable for recording under the laws of the respective states in which the Leased Properties are located, in which reference to this Lease shall be made.

ARTICLE XLI

41. Limitation of Liability. Notwithstanding anything to the contrary contained in this lease, neither Lessor, its successors or assigns, nor any partner, participant, venturer, officer, director, stockholder, employee, principal (disclosed or undisclosed) or agent of Lessor, their respective successors or assigns, shall have any personal or corporate liability for the failure of Lessor, its successors or assigns as the case may be, to observe, fulfill or perform any of the agreements, covenants or conditions herein contained, or for damages for any breach arising out of or in connection with this Lease.



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SCHEDULE A

Description of the Leased Properties

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Store 09409
Property No. 1
2440 Lower Wetumpka Road
Montgomery, Montgomery County,
Alabama

SCHEDULE A

All that tract or parcel of land lying and being in
the City and County of Montgomery, State of Alabama to-wit:

Commence at the Southeast corner of the intersection
of Gibson Street and Lower Wetumpka Road, said point
being the point of beginning; thence from said point
of beginning run along the East side of said Lower
Wetumpka Road, S. 15° 14' W, 104.22 feet; thence S.
88° 56' E, 170.22 feet; thence N. 00° 52' E, 103.77 feet
to a point on the South side of Gibson Street; thence
along the South side of Gibson Street, S. 89° 57' W,
144.39 feet to the point of beginning.

Said described property contains .369 Acres more or
less and being further described as part of Lot B-1,
according to the map of "Resub of Lots B & C of map
of part of the Gibson property being a part of Lots 25
& 26 of the Pickett Plat", as recorded in the Office of
the Judge of Probate, Montgomery County, Alabama, in
Plat Book 24 at Page 79.

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Store 09409
Property No. 1
2440 Lower Wetumpka Road
Montgomery, Montgomery County,
Alabama

SUBJECT TO:

- (1) All taxes due in the year 1973, which are a
lien but not yet due and payable, and subsequent
years.

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Store 09206
Property No. 2
East College Street near Milner
Columbiana, Shelby County,
Alabama

SCHEDULE A

All that tract or parcel of land lying and being in the Southwest one-quarter of the Northwest one-quarter of Section 25, Township 21 South, Range 1 West, situated in the City of Columbiana, Shelby County, Alabama, and more particularly described as follows:

BEGINNING at the intersection of the Southerly right of way line of East College Street (State Highway 25) and the Easterly right of way line of East Milner Street; thence running in an Easterly direction along the Southerly right of way line of East College Street (State Highway 25) a distance of 128.0 feet to the point of beginning; thence turn an angle of 93 degrees 00 minutes right running in a Southerly direction a distance of 196.40 feet to an iron pin; thence turn an angle of 93 degrees 00 minutes left running in an Easterly direction a distance of 100.0 feet to an iron pin; thence turn at an angle of 87 degrees 00 minutes left running in a Northerly direction a distance of 196.40 feet to an iron pin located in the Southerly right of way line of East College Street (State Highway 25); thence turn an angle of 93 degrees 00 minutes left running in a Westerly direction along the Southerly right of way of East College Street (State Highway 25) a distance of 100.0 feet to an iron pin and the POINT OF BEGINNING.

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Store 09206
Property No. 2
East College Street near Milner
Columbiana, Shelby County,
Alabama

1. Taxes for 1973 which are a lien but are not yet due and payable and subsequent years.

2. Alabama Power Company permit dated March 10, 1942, and recorded in Probate Office of Shelby County, Alabama, in Deed Book 113 at page 195, as modified and amended by disclaimer instrument dated February 6, 1973, and recorded in Miscellaneous Book 3 at page 769 in said Probate Office.

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Store 09410
Property No. 3
2101 North Airport Road
Dothan, Houston County,
Alabama


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SCHEDULE A

A lot or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 34, Block C of Griffin Heights Subdivision-Phase 2 (a plat thereof being recorded in the Office of the Probate Judge in Plat Book 3, page 72) and thence S. 69°29' E. along the Northerly side of Faye Lane, 125.6 feet; thence N. 65°31' E. 34.37 feet to the Westerly side of North Airport Road; thence N. 22°16'44" E. along the Westerly side of North Airport Road, 100.37 feet; thence N. 65°45' W. 154.78 feet to the East line of said Lot 34 of Griffin Heights Subdivision-Phase 2; thence S. 20°31' W. along the East line of said Lot 34, 135 feet to the point of beginning. Said lot being in the NW 1/4 of the NW 1/4 of Section 10, T3N, R26E and containing 0.448 (19,515 sq.feet), acres, more or less.

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Store 09410
Property No. 3
2101 North Airport Road
Dothan, Houston County,
Alabama

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years.
The taxes for the year 1973 constitute a lien
but are not due and payable until October 1, 1973.
- (2) Easement granted by Warranty Deed dated May 8, 1973
for use of catch basin located at or near the West
property line and approximately 15 feet from pro-
perty line bearing N. 20°31' E, existing improvements
do not violate this easement.

Store 09411
Property No. 4
2710 Highland Avenue
Montgomery, Montgomery County,
Alabama



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SCHEDULE A

The following described property situated in the City and County of Montgomery, State of Alabama, to-wit:

Lot E-1 according to a replat of Lot B of Jones replat of Lots 1 through 9 of Fay's resubdivision of Lot 5 of Brown's Addition to Highland Park as said replat of Lot B is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 24, at Page 148. Said lot being more particularly described as follows:

Commence at the Southeast corner of the intersection of Grace Street and Highland Avenue, and run East along the South side of Highland, 106 feet to the point of beginning; thence from said point of beginning continue along the South side of Highland Avenue, N. 90° 00' E, 128.50 feet; thence S. 00° 10' E. 165.0 feet; thence N. 90° 00' W. 129.89 feet; thence N. 00° 19' E. 165.0 feet to the point of beginning.

Said described parcel contains .490 acres more or less and being further described as Lot B-1, according to a replat of Lot B of a Replat of Lots 1-9 of Fay's Resubdivision of Lot 5 of Brown's addition to Highland Park, as recorded in the Office of the Judge of Probate, Montgomery County, Alabama, in Plat Book 24, at page 148.

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Store 09411
Property No. 4
2710 Highland Avenue
Montgomery, Montgomery County,
Alabama

SUBJECT TO:

- (1) All taxes due in the year 1973, which are a lien but not yet due and payable, and subsequent years.
- (2) Easement granted City of Montgomery by instrument dated September 8, 1958 and recorded in Deed Book 458, at Page 509 and as shown on Plat of Survey by George T. Goodwyn, dated July 18, 1973.

Store 04833
Property No. 5
Lynn Lane and 44th Street
N. Little Rock, Pulaski County,
Arkansas


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SCHEDULE A

A part of the NE 1/4 SE 1/4, Section 21, T-3-N,
R-12-W, Pulaski County, Arkansas, more particularly
described as follows:

BEGINNING at the NE corner of
said NE 1/4 SE 1/4, Section 21; thence South 224.0 feet;
thence S 56° 52' W 24.7 feet to a point on the East right-
of-way line of Missouri-Pacific Railroad; thence N 30°
36' W and along the East right-of-way line of said rail-
road, 277.3 feet to the point on the South right-of-way
line of Lynn Lane; thence N 89° 35' E and along the South
right-of-way line of Lynn Lane 161.9 feet to the point of
beginning, containing 21,344 sq. ft. or 0.49 acres, more
or less.

ALSO KNOWN AS Lot 10, Heyden's Homesite No. 2, North
Little Rock, Arkansas.

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Store 04833
Property No. 5
Lynn Lane and 44th Street
N. Little Rock, Pulaski County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and
future assessments of North Little Rock
Sanitary Sewer System and Mid Arkansas
Regional Water Distribution District.

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Store 04843
Property No. 6
5th Street and Buerkle
Stuttgart, Arkansas County,
Arkansas



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SCHEDULE A

A part of Block 3, Union Addition to the City of Stuttgart, Arkansas County-Northern District, Arkansas, more particularly described as follows:

BEGINNING at the Intersection of the East right-of-way line of Buerkle Street and the South right-of-way line of 5th Street; thence East and along the South right-of-way line of 5th Street 150.0 feet to the NE corner of Lot 7, Block 3; thence S 00° 01' E 117.2 feet to the SE corner of Lot 7, Block 3, said point being on the North line of an 18 foot alley; thence N 89° 56' W and along the North line of said alley 150.0 feet to a point on the East right-of-way line of Buerkle Street; thence N 00° 01' W and along the East right-of-way line of Buerkle Street 117.0 feet to the point of beginning, containing 17,565 square feet, or 0.403 acres more or less.

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Store 04843
Property No. 6
5th Street and Buerkle
Stuttgart, Arkansas County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and future assessments of Municipal Sewer Improvement District of Stuttgart; Stuttgart and Kings Bayou Drainage and Irrigation District No. 1 of Arkansas County.

Store 04844
Property No. 7
9800 Sylvan Hills Highway
N. Little Rock, Pulaski County,
Arkansas



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SCHEDULE A

A part of the S 1/2 of the SE 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4 and a part of the S 1/2 of the SW 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4, Section 31, T-3-N, R-11-W, Pulaski County, Arkansas, more particularly described as follows:

BEGINNING 25 feet North and 7 feet East of the SW corner of the S 1/2 SE 1/4 SW 1/4 NW 1/4 SW 1/4; thence Northwesterly along the East right-of-way line of State Highway No. 107, 141.2 feet (140.4 feet measured); thence East along the North line of the S 1/2 SW 1/4 SW 1/4 NW 1/4 SW 1/4 and the North line of the S 1/2 SE 1/4 SW 1/4 NW 1/4 SW 1/4, 158.5 feet; thence South 140.8 feet; thence West 152.5 feet (150.3 feet measured) to the point of beginning, containing 21,704 sq. ft. or .498 acres, more or less.

NOTE: State Highway No. 107 formerly designated as State Hwy. No. 5.



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Store 04844
Property No. 7
9800 Sylvan Hills Highway
N. Little Rock, Pulaski County,
Arkansas

SUBJECT TO:

- (1) General taxes for 1973 and future years and future assessments of Suburban Sewer Improvement District #212; and Mid-Arkansas Regional Water Distribution District, not yet due and payable.

Store No. 42009
Property No. 8
4202 Ortega Boulevard at Corinthian
Jacksonville, Duval County,
Florida



19730731000043200 66/84 \$.00
Shelby Cnty Judge of Probate, AL
07/31/1973 12:00:00 AM FILED/CERT

SCHEDULE A

That certain tract or parcel of land situate, lying and being in the City of Jacksonville County of Duval, State of Florida and being described as Lot 1 (except the Southwesterly 30 feet thereof), Block 31, Ortega as recorded in Plat Book 3, Page 40 of the public records of said County and being more particularly described as beginning at the Northwest corner of said Lot 1, Block 31, Ortega, the same being situated in the Southerly right of way line of Corinthian Avenue (a 70 foot right of way); thence South 59°20' East along the Southerly right of way line of said Corinthian Avenue 113.2 feet to an intersection with the Westerly right of way line of Ortega Blvd. (a 100 foot right of way); thence along a curve in the right of way line of said Ortega Blvd., said curve being concave to the East and having a radius of 958.35 feet, a distance of 89.0 feet as measured along a chord bearing South 22°29' 16" West to an intersection with Northeasterly boundary of the Southwesterly 30 feet of said Lot 1, Block 31; thence North 59° 20' West along said boundary 124.83 feet to the Westerly boundary of said Lot 1, the same being the Easterly boundary of Lot 4 of said Block 31, Ortega; thence North 30° East along said boundary 88.1 feet to the point of beginning.

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19730731000043200 67/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store No. 42009
Property No. 8
4202 Ortega Boulevard at Corinthian
Jacksonville, Duval County,
Florida

SUBJECT TO:

- (1) Consolidated City of Jacksonville ad valorem taxes for the year 1973 (which becomes a lien on January 1, 1973 and are not payable until November 1, 1973) and any ad valorem taxes or assessments levied or assessed subsequent to the date hereof.

BOOK 281 PAGE 636



19730731000043200 68/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store 42014
Property No. 9
2338 Stanford Road
Panama City, Bay County,
Florida

SCHEDULE A

All that certain land situate in Bay County, Florida, as follows:

Commence at the SE Corner of Section 30, T3S, R14W; thence North, along the East Line of said Section 30, 50 feet to the North R/W Line of 23rd Street; thence West, along said North R/W Line, 135.30 feet to the existing East R/W Line of Stanford Road; thence North, along said East R/W Line, 180.46 feet to the intersection with the Northwesterly R/W Line of Power Line Easement; thence Northeasterly, along said Power Line R/W Line 0.37 feet to the Deeded East R/W Line of Stanford Road and the Point of Beginning; thence North at an angle of 38°30'54" to the Left, along said Stanford Road, 166.31 feet; thence East, at an angle of 89°13'26" to the Right, 133.69 feet to said R/W Line of Power Line Easement, said Point being also 1.31 feet West of the East Line of said Section 30; thence Southwesterly, at an angle of 129°17'28" to the Right, along said Power Line R/W, 214.81 feet to the Point of Beginning; containing 0.2552 acres.

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19730731000043200 69/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store 42014
Property No. 9
2338 Stanford Road
Panama City, Bay County,
Florida

SUBJECT TO:

- (1) Taxes for the year 1973, which will not become due and payable until November 1, 1973, and any taxes or assessments levied or assessed subsequent to the date hereof.
- (2) Encroachment of unrecorded "15' Easement" onto East property line as shown on plat of survey by Frank R. Schilling, Jr., Florida Land Surveyor, dated December 5, 1972. Said easement lies over the East 15 feet of Section 30, T3S, R14W, and encroaches onto subject land to the extent of 13.69 feet, but does not affect existing improvements as reflected by survey.

Store 42012
Property No. 10
910 Cherry Street
Panama City, Bay County
Florida



19730731000043200 70/84 \$.00
Shelby Cnty Judge of Probate, AL
07/31/1973 12:00:00 AM FILED/CERT

SCHEDULE A

All that land situate in Bay County, Florida, as follows:

Commence at the intersection of the South right-of-way line of Cherry Street and the Southwest right-of-way line of Bonita Avenue; thence West along the South right-of-way line of said Cherry Street for 110.48 feet to the Point of Beginning; thence South 0° 14' West for 125 feet; thence West for 160 feet; thence North 0° 14' East for 125 feet to the South right-of-way line of said Cherry Street; thence East along said South right-of-way line for 160 feet to the Point of Beginning. Being a portion of Lots 4, 5, 6 and 7, Block 54, Bunker's Cove, Sudduth Realty Company of Florida's Corrected Plat of H. L. Sudduth's Second Addition of Panama City according to the plat recorded in Plat Book 1, page 58, in the Public Records of Bay County, Florida, and containing 0.459 acres more or less.

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19730731000043200 71/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store 42012
Property No. 10
910 Cherry Street
Panama City, Bay County,
Florida

SUBJECT TO:

- (1) Taxes for the year 1973, which will not become due and payable until November 1, 1973, and any taxes or assessments levied or assessed subsequent to the date hereof.
- (2) Reservations contained in the deed from Humble Oil & Refining Company to James A. Shirley and wife Virginia B. Shirley, dated November 5, 1971, and recorded in Bay County Official Records Book 350, page 610, which is a petroleum restriction, expiring September 27, 1976.

BOOK 281 PAGE 640

Store 42870
Property No. 11
101 South Main Street
Fountain Inn, Greenville County,
South Carolina

SCHEDULE A

All that certain piece, parcel of lot of land situate, lying and being in the Town of Fountain Inn, County of Greenville, State of South Carolina, as shown on survey entitled "Plat for City Ice Delivery Company", made by Webb Surveying & Mapping Co., dated June 8, 1972, recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-II, at page 46 and having according to said survey the following courses and distances to-wit:

Beginning at an iron pin on the East side of Main Street and the South side of Trade Street, and running thence along the South side of said Trade Street N 52 - 45 E 93.9 feet to an iron pin; thence S 37 - 15 E 49.9 feet to an iron pin, thence N 52 - 45 E 20 feet to an iron pin; thence S 37 - 15 E 50.1 feet to an iron pin; thence S 52 - 45 W 113.8 feet to an iron pin on Main Street; thence with said Main Street N 37 - 15 W 100 feet to an iron pin, the point of beginning.

PARCEL TWO:

All that certain piece, parcel or lot of land located in Greenville County, South Carolina, in the Town of Fountain Inn, being a strip 6 inches in width along the southeastern boundary of property presently owned by Grantee and the northwest boundary of property presently owned by Grantor, and being more particularly described as follows:

BEGINNING at an iron pin located on the southern corner of the aforesaid property of Grantee, thence South 37-15 East 6 inches to a point; thence North 52-45 East 113.8 feet to a point; thence North 37-15 West 6 inches to a point; thence South 52-45 West 113.8 feet to the point of beginning.

The above property is conveyed subject to any and all easements, restrictions, or other encumbrances of record.

Property No. 11
101 South Main Street
Fountain Inn, Greenville County,
South Carolina

) SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years, not yet due and payable.
- (2) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows power line across Western portion of insured premises.
- (3) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows overhead wires across the Northeastern portion of the property.
- (4) Plat of property prepared by Charles F. Webb, RLS dated October 28, 1972, and resurveyed and updated July 3, 1973, shows that gutters and power meter on building to the Northeast encroach on the insured premises.



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Store 42845
Property No. 12
1288 Cherryvale Road & Dorsey Drive
Sumter, Sumter County
South Carolina

SCHEDULE A

All that certain piece, parcel or lot of land, situate, lying and being on the Western side of Cherryvale Drive in the County of Sumter and State of South Carolina as more fully described as follows:

All that Lot of land beginning at an iron pin in the Western R/W line of Cherryvale Dr., said point being 2432 & 5/10 feet South of the Southern R/W line of U.S. Hwy. No. 76, and running thence along the Western R/W line of Cherryvale Dr. S. 12 degrees, 59 min. E., 100 ft. to an iron pin, and S. 7 degrees, 28 min. E., 25 ft. to an iron pin, thence S. 82 degrees, 32 min. W., 285 & 9/10 ft. to an iron pin thence N. 7 degrees, 00 min. W. 125 ft. to an iron pin, thence N. 82 degrees, 40 min. E. 275 & 6/10 ft. to an iron pin, the point of beginning, being the Northern 125 ft. of a Lot shown on a Plat by: H. S. Willson, R.L.S., & dated August 14, 1972.

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19730731000043200 75/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store 42845
Property No. 12
1288 Cherryvale Road & Dorsey Drive
Sumter, Sumter County,
South Carolina

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years,
a lien, but not yet due and payable.

BOOK 281 PAGE 644

Store 42903
Property No. 13
1402 New Abbeville Highway (S.C. Hwy. 72)
Greenwood, Greenwood County,
South Carolina

SCHEDULE A

ALL that certain piece, parcel, or lot of land situate, lying and being on the northern side of S. C. Highway No. 72, west of the City of Greenwood, in the County of Greenwood, State of South Carolina, and being more particularly shown and described by a plat of the same made for City Ice Delivery Company by Hearst Coleman Associates, Engineers, dated October 23, 1972, and recorded in the OCC for Greenwood County in Plat Book 21, page 165, which plat by reference is made a part hereof, said property containing 25,000 sq.ft. or 0.5739 acres, and being more particularly described as follows:

BEGINNING at a Point of Reference located at the intersection of center lines of Chinquapin Road and U. S. Highway No. 72 and running thence South 83 degrees 33 minutes West for 14.0 feet along the center line of U. S. Highway No. 72; thence South 06 degrees 27 minutes East for 37.5 feet to an iron pin at POINT OF BEGINNING; thence turning and running South 83 degrees 33 minutes West for 125.00 feet to an iron pin; thence North 06 degrees 27 minutes West for 200.00 feet to an iron pin; thence North 83 degrees 33 minutes East for 125.00 feet to an iron pin; thence South 06 degrees 27 minutes East for 200.00 feet to an iron pin and POINT OF BEGINNING.

ALSO, a 20 foot access easement from the old Abbeville Highway to the rear of the above described lot, as more particularly shown and described on the plat hereinabove referred to. Said 20 foot access easement is bounded on the West, Northwest, North and Southeast by other Jones property; on the Northeast by the Old Abbeville Highway; and on the South by the lot of land hereinabove described.

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19730731000043200 77/84 \$.00
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07/31/1973 12:00:00 AM FILED/CERT

Store 42903
Property No. 13
1402 New Abbeville Highway (S.C.Hwy.72)
Greenwood, Greenwood County,
South Carolina

SUBJECT TO:

- (1) Taxes for the year 1973 and subsequent years,
not yet due and payable.

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SCHEDULE B

LESSOR'S COST
And

BASIC RENT PAYMENTS

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Short Designation of the Leased Prop- erties as Set Forth in Schedule A hereto.	Amount of Basic Rent payable on October 1, 1973.	Amount of Basic Rent for the Interim Term payable on January 1, 1974	Amount of each quarter- annual instalment of Basic Rent for the Fixed Term payable on January 1, 1974 and on the first day of each quarter- annual period occurring thereafter during the Fixed Term to and in- cluding October 1, 1993.	Amount of each quarter- annual instalment of Basic Rent for each ex- tended term payable on each January 1, April 1, July 1 and October 1 during such extended term.	Original Cost to Lessor of acquiring each Leased Property (herein called Lessor's Cost).
04833	1188.30	1753.12	2,133.50	637.50	85,000
04843	1062.48	1567.50	1,907.60	570.00	76,000
04844	1188.30	1753.12	2,133.50	637.50	85,000
09409	1062.48	1567.50	1,907.60	570.00	76,000
09206	1104.42	1629.38	1,982.90	592.50	79,000
09410	1146.36	1691.25	2,058.20	615.00	82,000
09411	1202.28	1773.75	2,158.60	645.00	86,000
42009	1132.38	1670.63	2,033.10	607.50	81,000
42012	1230.24	1815.00	2,208.80	660.00	88,000
42014	978.60	1443.75	1,757.00	525.00	70,000
42845	1006.56	1485.00	1,867.20	540.00	72,000
42870	1146.36	1691.25	2,058.20	615.00	82,000
42903	1230.24	1815.00	2,208.80	660.00	88,000
Total	14,679.00	21,656.25	26,355.00	7,875.00	1,050,000

Lessor's Cost of all
the Leased Properties.

SCHEDULE C

Upon the purchase of any of the Leased Properties, or part thereof (or the net amount of any condemnation award or insurance proceeds with respect thereto) pursuant to this Lease, the purchase price payable shall be an amount equal to the sum of (i) the Lessor's Cost of such Leased Property (as set forth in Schedule B) multiplied by a fraction, the denominator of which fraction shall be 10,000,000 and the numerator of which fraction shall be the applicable amount set forth in Column 2 below opposite the period in which such purchase occurs (period 1 being the period commencing January 1, 1974 and ending on and including March 31, 1974 and each succeeding period being the following three-month period of the Fixed Term) and (ii) if such date of purchase is not a Basic Rent payment date, interest at the rate of 8 1/4% per annum on the amount determined as provided in clause (i) above for the period beginning on the Basic Rent payment date immediately preceding such date of purchase and ending on and including such date of purchase.

Column 1	Column 2
<u>Period in which Purchase Occurs</u>	<u>Applicable Amount</u>
Interim Term	10,000,000.00
1	9753,878.27
2	9708,930.28
3	9663,055.24
4	9616,234.02
5	9568,447.12
6	9519,674.61
7	9469,896.17
8	9419,091.05
9	9367,238.07
10	9314,315.63
11	9260,301.66
12	9205,173.65
13	9148,908.63
14	9091,483.14
15	9032,873.25
16	8973,054.53
17	8912,002.05
18	8849,690.36
19	8786,093.49
20	8721,184.94



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Shelby Cnty Judge of Probate, AL
07/31/1973 12:00:00 AM FILED/CERT

21	8654,937.65
22	8587,324.01
23	8518,315.84
24	8447,884.37
25	8376,000.26
26	8302,633.54
27	8227,753.63
28	8151,329.32
29	8073,328.76
30	7993,719.44
31	7912,468.17
32	7829,541.10
33	7744,903.66
34	7658,520.57
35	7570,355.83
36	7480,372.69
37	7388,533.65
38	7294,800.43
39	7199,133.96
40	7101,494.37
41	7001,840.96
42	6900,132.20
43	6796,325.70
44	6690,378.19
45	6582,245.51
46	6471,882.59
47	6359,243.44
48	6244,281.11
49	6126,947.68
50	6007,194.25
51	5884,970.90
52	5760,226.69
53	5632,909.64
54	5502,966.67
55	5370,343.63
56	5234,985.24
57	5096,835.08
58	4955,835.57
59	4811,927.95
60	4665,052.23
61	4515,147.20
62	4362,150.38
63	4205,998.00
64	4046,624.98
65	3883,964.89
66	3717,949.94
67	3548,510.93
68	3375,577.24
69	3199,076.79
70	3018,936.02
71	2835,079.85
72	2647,431.64
73	2455,913.19
74	2260,444.67
75	2060,944.61
76	1857,329.86
77	1649,515.56
78	1437,415.09
79	1220,940.05
80	1000,000.21

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SCHEDULE D

Completion Dates
and Completion Amount

Short Designation
of the Leased Property
as set forth in
Schedule A hereto

Completion Date

Completion Amount

NONE

IN WITNESS WHEREOF, the parties have caused this Lease
to be executed and their respective corporate seals to be here-
unto affixed and attested by their respective officers thereunto
duly authorized.

ROMNUF CORPORATION

[Corporate Seal]

Attest:

By Robert Rock
President

Richard Kaplan
Assistant Secretary

Signed, Sealed & Delivered
in the Presence of:

Walter Druick

Quinn C. Parker

Notary Public, Georgia, State at Large
My Commission Expires April 29, 1975

MUNFORD, INC.

[Corporate Seal]

Attest:

By Joy E. Luliel
Vice President

Donna
and Secretary

Signed, Sealed & Delivered
in the Presence of:

Walter Druick

Quinn C. Parker

Notary Public, Georgia, State at Large
My Commission Expires April 29, 1975

BOOK 281 PAGE 651

Alabama

State of GEORGIA)
) ss.:
County of FULTON)

I, BARBARA SMITH, a Notary Public
in and for said county in said state, hereby certify that
E. ROBERT ROSKIND and RICHARD KAPLAN,
whose names as Vice President and Secretary of
ROMNUF Corporation, a corporation, are signed to the
foregoing conveyance, and who is known to me, acknowledged
before me this day that, being informed of the contents of the
conveyance, 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 seal of office this
27th day of JULY A.D. 1973

[Seal]

Barbara Smith
Notary Public

My commission expires:

Notary Public, Georgia State at Large
My Commission Expires Feb. 2, 1974

Alabama

STATE OF GEORGIA)
) SS.:
COUNTY OF FULTON)

I, Barbara Smith, a Notary Public in and for said
county in said state, hereby certify that Jay E. Rubel and
Donald E. Maller, whose names as Vice President and Assistant
Secretary of Munford, Inc., a corporation, are signed to the
foregoing conveyance, and who is known to me, acknowledged
before me this day that, being informed of the contents of
the conveyance, 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 seal of office this 27th
day of July, A.C. 1973.

[SEAL]

Barbara Smith
Notary Public

My commission expires:

Notary Public, Georgia State at Large
My Commission Expires Feb. 2, 1974

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1973 JUL 31 PM 3:43 County
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. Moulton
JUDGE OF PROBATE

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