

2001
THE STATE OF ALABAMA
JEFFERSON COUNTY

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Shelby Cnty Judge of Probate, AL
12/10/1976 09:18:00 AM FILED/CERT

LEASING AGREEMENT

THIS AGREEMENT made and entered into this 21 day of March, 1973 by and between Joseph A. DeMarco, Sr. (hereinafter referred to as "Owner"), and C. B. Holliman (hereinafter referred to as "Broker").

W I T N E S S E T H :

WHEREAS, Joseph A. DeMarco, Sr. is the Owner of the real property whereupon the Pelham Plaza Shopping Center is now being developed and constructed; and,

WHEREAS, the Broker, C. B. Holliman, is the exclusive agent for the leasing of said Pelham Plaza Shopping Center; and,

WHEREAS, the Owner and Broker desire to set out in writing their leasing agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar and other good and valuable consideration, in hand paid by the parties to each other, the receipt and sufficiency whereof is hereby mutually acknowledged, the parties hereto covenant and agree as follows:

1. That the Broker shall use his best efforts in negotiating leases covering mercantile and service shops in the said Pelham Plaza Shopping Center.

2. The Broker shall be responsible for preparing and drafting any and all such leases and submitting same to the Owner and prospective tenants for execution.

3. The Broker shall perform any and all other services required of him as a Broker in developing the said shopping center.

4. The Owner shall pay to the Broker for his services in connection with the leasing of said shopping center the first month's rental derived from any and all leases covering leased premises within the shopping center, which shall also include any and all ground leases.

5. In addition to the first month's rental to be paid by the Owner to the Broker, the Owner shall pay a sum equal to five percent (5%) of all rentals derived from any and all leases affecting all or any part of the said shopping center, including common area maintenance charges and percentage rentals, except on the following described leases wherein the percentage of commission on monthly rentals is to be three percent (3%) ^{or one half (3 1/2%)}:

(a) That certain lease dated February 23, 1972 ^{ERK} executed by Joseph A. DeMarco, Sr. as Landlord and Bruno's, Inc. as Tenant, covering supermarket which is now under construction in the Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama.

(b) That certain lease dated February 23, 1972 executed by Joseph A. DeMarco, Sr. as Landlord and Bruno's, Inc. as Tenant, covering drug store (Big B) premises which is now under construction in the Pelham Plaza Shopping Center, Pelham, Shelby County, Alabama.

6. The within leasing agreement shall cover all of said leases covering all or any part of the Pelham Plaza Shopping Center including oral leases, written leases, and ground leases; and this leasing agreement shall be applicable to the primary term of said leases and any and all renewals or extensions thereof.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the day and year first above written.

WIT.
Betty W. Green
Charles A. Payne

Joseph A. DeMarco, Sr.
OWNER

C. B. Holliman
BROKER

WITNESS:

Betty W. Green



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