

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is made as of the 28 day of May, 1997, by and between WAL-MART STORES, INC., a Delaware corporation ("Tenant"), and OTR, an Ohio general partnership, acting on behalf of the Board of Trustees of THE STATE TEACHERS RETIREMENT SYSTEM OF OHIO ("Landlord").

WHEREAS, the parties entered into a Lease dated March 25, 1982, with respect to certain premises situated in City of Pelham, Shelby County, Alabama (the "Demised Premises"), a Memorandum of which Lease was executed between the parties and filed for record in Book 338, page 836, Office of the Judge of Probate of Shelby County, Alabama, and which Lease was subsequently amended by Amendment dated April 2, 1982.

WHEREAS, Tenant, or its affiliated company, Wal-Mart Properties, Inc., has developed for its own retail commercial use a tract of property adjacent to and north of the Demised Premises, and in connection with such development, has improved a portion of the Demised Premises by constructing thereon drainage facilities and retention ponds to serve its new development; and

WHEREAS, Tenant desires to acquire from Landlord that portion of the Demised Premises so improved by drainage facilities and retention ponds (referred to herein as "the Acquisition Tract").

WHEREAS, the parties now desire to further amend the Lease by the execution of this Second Amendment, to modify the definition of Demised Premises and to effect other changes in the Lease as provided herein below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter expressed, the parties agree as follows:

1. **Demised Premises.** Tenant has acquired from Landlord ownership of the Acquisition Tract, which constitutes a portion of the Demised Premises. Accordingly, the description of the Demised Premises as set forth in the Lease and in the Memorandum of Lease is hereby amended by deleting Exhibit A to the Lease and the Memorandum of Lease and by substituting the new **Exhibit A** attached hereto as the new description for the Demised Premises (which is the original Demised Premises less and except the Acquisition Tract).

2. **Rent.** Tenant's obligation to pay rent as set forth in Section 4 of the Lease shall not be changed by Tenant's purchase of the Acquisition Tract.

3. **Light Standards.** Tenant is responsible for paying for all electrical services with respect to the exterior lighting during the term of the Lease. There are a number of light standards situated within the Acquisition Tract which are metered with the Demised Premises. Tenant covenants that on or before the expiration of the Lease it will cause all electrical services within the Acquisition Tract to be metered with its own property and that

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ON THE DEMISED PREMISES AND THE ACQUISITION TRACT

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it will disconnect and sever from the Demised Premises all such services within the Acquisition Tract.

4. **Indemnity.** Section 10(b)(1) of the Lease is hereby amended by deleting the phrase "with respect to its use and occupancy of the Demised Premises" from the first sentence thereof.

5. **Right to Purchase.** Section 20 of the Lease and its counterpart contained in the Memorandum of Lease are hereby deleted in their entirety and the following provision is substituted in lieu thereof:

"Tenant, while in possession, shall have the prior right to buy the whole or any part of the demised premises if Landlord receives from a third party an acceptable bona fide offer to buy, or if Landlord offers to sell such property. In such event, Landlord shall forthwith give Tenant written notice of such offer together with a copy thereof, and Tenant shall have thirty (30) days from the receipt of such notice to buy such property at the terms of such offer, or at such lesser terms as Landlord and Tenant may agree upon. If Tenant fails to exercise such option within thirty (30) days, Landlord shall have one hundred twenty (120) days thereafter within which to sell such property to the party and upon the terms stated in the notice to Tenant, without resubmitting such offer to Tenant as hereinabove provided. If Landlord sells such property to a third person after Tenant shall have failed to exercise its option as hereinabove provided, such sale shall be made free and clear of the provisions of this Section 20 and this Section 20 shall thereafter be null and void; provided, however, if Landlord sells such property to a third person without giving Tenant the notices provided in this paragraph or if Landlord shall sell such property to such third party more than one hundred twenty (120) days after Tenant shall have failed to exercise such option, then such sale to such third party shall be made subject to the terms and provisions of this Lease including the provisions of this Section 20. The rights of Tenant under this Section 20 may be exercised by a nominee Tenant may designate whose financial responsibility Tenant hereby guarantees."

6. **Alterations.** The last sentence of Section 27(a) of the Lease, is hereby amended to read as follows:

"Tenant shall be permitted during the term hereof to perform nonstructural alterations to the demised premises and to revise the interior layout of the building located on the demised premises without Landlord's prior written consent."

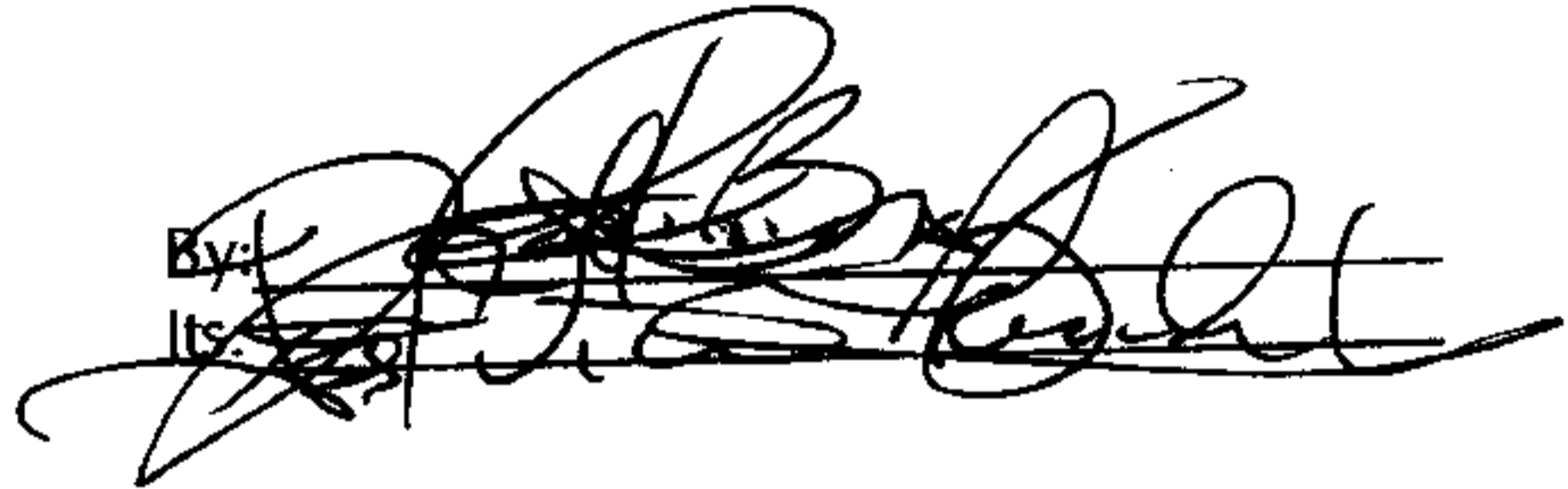
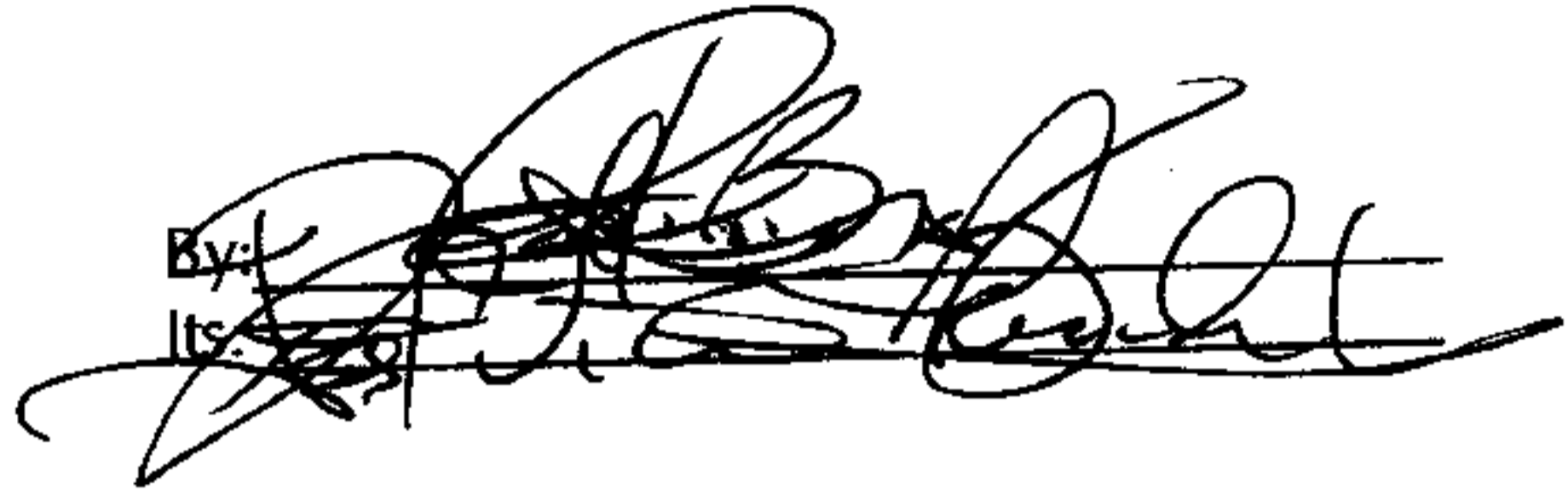
7. **Expansion Rights.** Section 27(b) of the Lease, authorizing Tenant to have the right to expand its facilities at any time during the course of the Lease, is hereby deleted in its entirety and shall have no further force and effect.

8. **Future Development.** Tenant acknowledges that the construction of the drainage facilities and retention ponds on the Demised Premises has resulted in a decrease in the amount of property on which Landlord may expand its existing facilities or develop new facilities. Tenant accordingly agrees that, notwithstanding any provision of the Lease to the contrary, Landlord shall have the right to develop new building improvements on those portions of the Demised Premises designated as the "Expansion Area" and "Pad Site" (collectively "Expansion Areas") on the site plan attached hereto as **Exhibit B**. Any such development on the Expansion Areas by Landlord shall not affect any obligation of Tenant to Landlord under the Lease except as hereafter specifically set forth. In recognition of the loss of the use of property on which the drainage facilities and retention ponds were constructed, including a decrease in the amount of the common areas of the Demised Premises that otherwise would be available for non-exclusive use in connection with the Expansion Area, the parties further agree that upon the development of the Expansion Areas by Landlord, the Common Areas of the Demised Premises may be used in connection with such new development and thereafter shall be deemed as non-exclusive Common Areas from and after the date upon which a certificate of occupancy shall be issued by the City of Pelham or such other governing body with respect to the newly developed improvements on the Expansion Areas, Landlord shall contribute to Tenant on a monthly basis its prorata share of Common Area maintenance costs as reasonably estimated by Tenant, and Tenant shall be responsible for maintenance and cleaning of the Common Areas on a regular basis. Common Area expenses shall be limited to costs of on-site management and supervision, repairing, maintaining, replacing, repaving, and improving (but less the amount of any insurance proceeds, or condemnation awards), lighting, line painting, landscaping, providing security, providing public liability, property damage, and fire and extended coverage on the common facilities, total compensation and benefits (including premiums for worker's compensation and other insurance) paid to on behalf of employees; personal property, supplies, fire protection, and fire hydrant charges, water and sewer charges, utility charges, licenses and permit fees, and parking area surcharges or levies. In no event shall Tenant be obligated to contribute to the costs of capital improvements, expenditures, administrative management charges and/or expenses. From and after the date upon which a certificate of occupancy shall be issued with respect to the newly developed improvements on the Expansion Areas, Landlord shall pay all insurance costs and ad valorem taxes with respect to such Expansion Areas and all improvements thereon.

9. **Ratification.** Except as hereinabove modified and amended, the Lease shall remain in full force and effect and is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease on the day and year first above written.

WAL-MART STORES, INC., a Delaware corporation

By: 
Its: 

OTR, an Ohio general partnership acting on behalf of the Board of Trustees of The State Teachers Retirement System of Ohio

By: 
A General Partner

STATE OF Arkansas)
Benton COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Robert Bray, whose name as Asst U.P. of WAL-MART STORES, INC., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 2nd day of ~~May~~ ^{June}, 1997.

Roseleen A. Mattson
Notary Public
My Commission Expires: 4-13-06

STATE OF OHIO)
LICKING COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Stephen A. Mitchell, whose name as a General Partner of OTR, an Ohio general partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as such General Partner executed the same voluntarily on the day the same bears date.

Given under my hand this the 17th day of June, 1997.

Cynthia K. Manning
Notary Public
My Commission Expires: _____

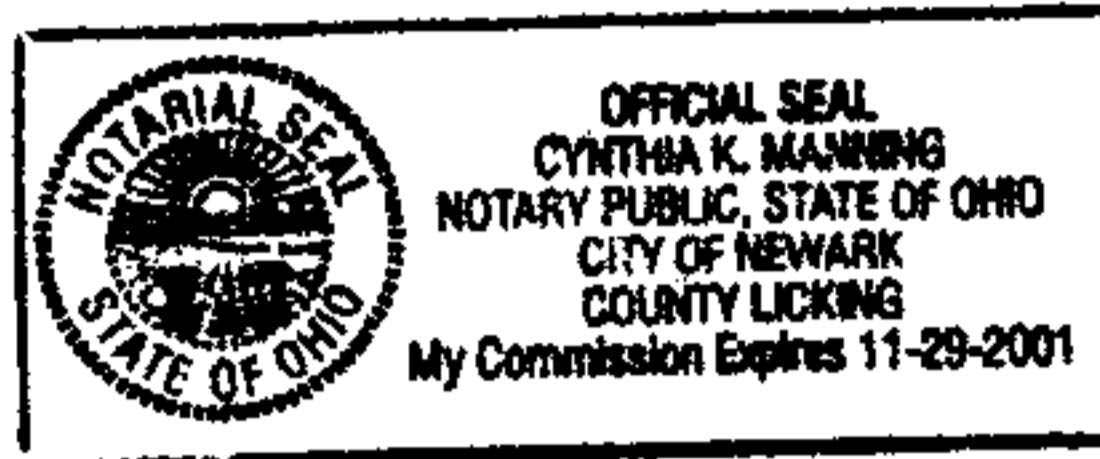


EXHIBIT "A"

The Demised Premises shall consist of that certain parcel of real property which is graphically depicted as "Lot 1" on the Subdivision plat of The State Teachers Retirement Systems of Ohio of recorded in Map Book 22, Page 130, Office of the Judge of Probate of Shelby County, Alabama.

