

This instrument was prepared by
and upon recordation should be returned to:

CITICORP NORTH AMERICA, INC.
2600 Michelson Drive, Suite 1200
Irvine, California 92612
Attention: COMPLIANCE OFFICER

Re: Burger King Restaurants Stores #5490, #3228 and #4431

*Taxable
rents
on attached
leases
44,616.00*

Inst # 2000-34591

LANDLORD'S CONSENT

This Landlord's Consent ("Agreement") is made by the undersigned ("Landlord") in favor of **FRANCHISE ACCEPTANCE CORPORATION LIMITED, an Irish corporation** ("Lender").

RECITALS

WHEREAS, Landlord is the lessor under those certain leases dated March 31, 1999 (the "Lease") by and between Montclair Restaurants, an Alabama Corporation (as "Lessor"), and Pride Restaurants, LLC, a Delaware limited liability company, having offices in Birmingham, Alabama as Lessee (collectively known as "Tenant"), pursuant to which Landlord leased to Tenant certain real property located at Highway 280 Inverness, Alabama, 1555 Montgomery Highway, Hoover, Alabama and 3670 Lorna Road, Hoover, Alabama (the "Premises"), said Premises being more particularly described in the Lease, attached hereto as Exhibit "A."

WHEREAS, Tenant has entered into certain financing arrangements with Lender and, as a condition to Lender's loan and other financial accommodations to Tenant, Lender requires, among other things, liens on all of Tenant's interest in the Lease, all of Tenant's interest in the Premises and all property owned by Tenant including, without limitation, trade fixtures and equipment, inventory and operating licenses and permits now or at any time hereafter located on or used in connection with the Premises (collectively, the "Collateral").

NOW, THEREFORE, in order to induce Lender to establish or continue such financing arrangements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord represents and agrees as follows:

1. Landlord represents that (i) Landlord is the current record owner of the Premises and the current owner of the lessor's interest under the Lease, (ii) the Lease is in full force and effect and has not been amended, supplemented or otherwise modified except as set forth above, and (iii) to the best of Landlord's knowledge, there are currently no defaults under the Lease.

2. Landlord consents to the execution, delivery and performance by Tenant of a collateral assignment, mortgage or deed of trust in favor of Lender of Tenant's interest in the Lease and a security agreement in favor of Lender on the other Collateral (collectively, the "Security Documents"), and Landlord agrees that the execution, delivery and performance of the Security Documents by Tenant and Lender will not constitute a breach of or default under, or modify the terms of, the Lease. Landlord agrees that nothing contained in this consent shall be construed as an assumption by lender of any obligations of the Tenant contained in the Lease.

3. Landlord will not assert against any of the Collateral, as defined above, any statutory,

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consensual, possessory or other liens (including any landlord's liens, rights or levy or distraint from rent), all of which it hereby waives.

4. Landlord agrees that none of the Collateral, as defined above, located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises.

5. Landlord agrees not to modify or amend the Lease without prior written consent of Lender.

6. Landlord agrees that it will notify Lender in writing upon the occurrence of any breach or default by Tenant of any provisions of the Lease, and hereby grants Lender the right (but acknowledges that Lender has no obligation) to cure such default within the same number of days after such notice that Tenant has to cure such default under the Lease, before Landlord exercises its remedies under the Lease (including any right to terminate the Lease). If the Lease provides no cure period or the default by its nature cannot be cured, Landlord agrees not to terminate the Lease until thirty (30) days after Lender's receipt of such notice, so long as Landlord continues to receive rent and other amounts due under the Lease.

7. If, for any reason whatsoever, Landlord intends during the term of the Lease to take possession of the Premises or to sell or otherwise transfer all or any part of its interest in the Premises, Landlord will notify Lender in writing promptly upon taking such actions.

8. If Tenant defaults on its obligations to Lender and, as a result, Lender undertakes to enforce its security interest in the Collateral, Landlord will permit Lender and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral, provided (i) Landlord receives the rental and other amounts due under the Lease for the period of time Lender uses the Premises and (ii) any damages to the Premises caused by removal of the Collateral are repaired.

9. If the Lease shall terminate as a result of rejection of the lease in a bankruptcy proceeding, Landlord shall give Lender prompt written notice thereof and upon request by Lender, enter into a new lease of the Premises with Lender, or its designee, for the remainder of the then current term of the Lease which new lease shall be effective as of the date of termination of the Lease and shall be on substantially the same terms and conditions as the Lease.

10. Landlord agrees that Lender or Tenant may assign or sublet the Premises to any entity with the consent of Landlord, which consent will not be unreasonably conditioned, withheld or delayed. Landlord acknowledges and agrees that the premises may be closed for the period of time necessary to enable any such assignee or sublessee to make alterations to or otherwise adapt the Premises to its intended use.

11. Any notice(s) required or desired to be given hereunder to Lender shall be directed c/o Citicorp North America, Inc., at 2600 Michelson Drive, Suite 1200, Irvine, California 92612, and shall be sent by prepaid certified or registered mail, return receipt requested, or delivered to a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees.

12. Landlord shall use reasonable efforts to notify all successor owners, transferees, purchasers and mortgages of the Premises of the existence and terms of this Agreement.

13. The agreements contained herein may not be modified or terminated orally and shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Citicorp and its successors and assigns.

14. The agreements contained herein shall continue in full force and effect until Lender has confirmed in writing, that all of the Tenant's obligations and liabilities to Lender are paid and satisfied in full and all financing arrangements between Lender and Tenant have been terminated. Notwithstanding the foregoing, the agreements between Landlord and lender contained herein (except for sections 3 and 8) shall continue in full force and effect only until the end of the stated term of the Lease (including all extensions and renewals thereof).

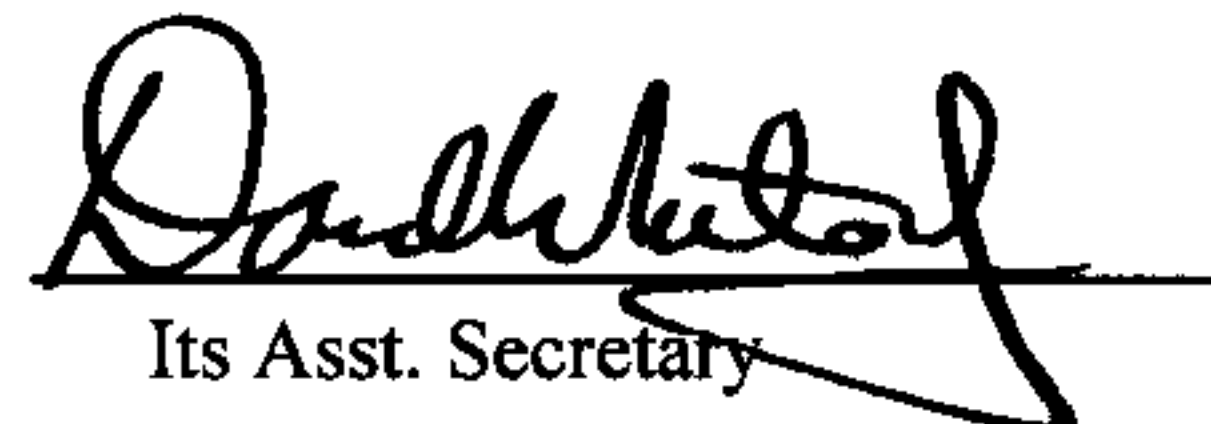
15. THIS AGREEMENT SHALL NOT IMPAIR OR OTHERWISE AFFECT TENANTS OBLIGATIONS TO PAY RENT AND ANY OTHER SUMS PAYABLE BY TENANT PURSUANT TO THE TERMS OF THE LEASE.

Executed and delivered as of the 30th day of March, 1999.

MONTCLAIR RESTAURANTS, INC.
("Landlord")

Attest:

By: 
Its Vice President
3601 Lorna Ridge Drive
Suite 100
Birmingham, AL 35216

By: 
Its Asst. Secretary

State of Alabama

County of Jefferson

On 31st March 1999 before me, Kathryn Sheffield, Notary
Date Name, Title of Officer-e.g. "Jane Doe, Notary"

personally appeared Rance Gilbert and David Whiteside

☒ personally known to me -OR- ☐ proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Kathryn Sheffield
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☒ CORPORATE OFFICER(S)

☐ PARTNER(S)

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ SUBSCRIBING WITNESS

☐ GUARDIAN/ CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING: _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST
BE ATTACHED TO THE
DOCUMENT AT THE RIGHT:

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above: _____

Exhibit “A”

STATE OF ALABAMA)

JEFFERSON COUNTY)

LEASE

AGREEMENT OF LEASE made the 31 day of March, 1999, between Montclair Restaurants, Inc., 3601 Lorna Ridge Drive, Hoover, Alabama ("Landlord"), and Pride Restaurants, LLC, a Delaware limited liability company, having offices in Birmingham, Alabama ("Tenant").

ARTICLE I

Demised Premises

Section 1.1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, leases to Tenant, and Tenant does lease and take from Landlord, certain premises (hereinafter "Demised Premises") used in connection with Burger King Franchise # 3228 and situated in Jefferson County, Alabama. A legal description is attached as Exhibit "A."

ARTICLE II

Term of Lease; Inspection

Section 2.1. Term. The term of this Lease shall begin on March 31, 1999, (the "Commencement Date"), and shall end upon expiration or termination of that certain Franchise Agreement between Burger King Corporation and Tenant dated as of March 31, 1999 unless extended, as provided in Article III.

The "First Lease Year" of the term shall be from the Commencement Date to the 31st day of December immediately subsequent to the Commencement Date.

Each lease year thereafter, except the last (partial) lease year, shall run for a period of twelve (12) consecutive calendar months from the day after expiration of the First Lease Year or preceding lease year, as the case may be.

Section 2.2. Recordable Memorandum. Promptly after the execution hereof, Landlord and Tenant shall execute instruments in recordable form, setting forth a description of the Demised Premises, the term of this Lease, rights of extension, if any, and such other information, excepting the rent reserved hereunder, as either party may reasonably request. Such recordable instrument may be recorded by either party hereto, and the party so recording such instrument shall pay the full recording fee therefor.

Section 2.3. Condition of Premises. Tenant acknowledges that it has inspected the

Demised Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "as is" condition. Except for the representations and warranties contained in this Lease, the Landlord or any representative of Landlord has not made any warranties or representations upon which Tenant relies with respect to the physical condition of the Demised Premises, except that Landlord holds fee simple title to the Demised Premises, subject to any outstanding mineral and mining rights and easements of record which the Tenant has examined and determined not material to its use of said Premises.

ARTICLE III

Option to Extend

Section 3.1. Tenant shall have the option, at the expiration of the original term, to extend the original term of this Lease for the life of the Burger King franchise covering the operation of a fast-food restaurant on the Demised Premises, together with any renewal of said franchise, but in no event longer than twenty (20) years beyond the expiration of the original lease term.

Such option to extend shall be exercised by written notice to Landlord at least twelve (12) months prior to the expiration of said original term or any extension thereof as the case may be, provided, however, if Tenant has not been granted a renewal of the Franchise at such time, Tenant's option to extend shall be exercised by written notice to Landlord promptly upon grant of such renewal. Upon the giving of such notice this Lease shall be extended or further extended.

ARTICLE IV

Rent

Section 4.1. For a period of seven years beginning on the Commencement Date, Tenant agrees to pay Landlord, at such place or places as Landlord may, by notice in writing to Tenant from time to time direct, rent at the yearly rate of Forty-Eight Thousand Dollars (\$48,000.00) payable on the first day of each month commencing on the first day of the first month following the Commencement Date in equal monthly installments of Four Thousand Dollars (\$4,000.00) each calendar month during the term hereof, and pro rata for the fraction of any month, except that in the first rent payment, Tenant shall also pay rent at said rate for any portion of the preceding calendar month during which the Lease is in effect.

Section 4.2. On the date which seven years following the Commencement Date (the "Adjustment Date"), the monthly rent set forth in Section 4.1 shall be increased to Five Thousand Dollars (\$5,000). In addition, on the Adjustment Date and on each of the fifth, tenth and fifteenth anniversary of the Adjustment Date, the monthly rent payable by Tenant shall be adjusted by the change, if any, from the Base Month in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers for the Birmingham, Alabama metropolitan area ("CPI"; 1982-1984 = 100). The "Base Month" for purposes of calculating the rent increase on the Adjustment Date and the fifth, tenth and fifteenth anniversary thereof shall be March of the years 2005, 2010, 2015, and 2020, respectively. The new monthly rent shall be calculated by multiplying the then current rent amount by a fraction, the numerator of which shall be the CPI of the calendar month two months prior to the Adjustment Date (or the fifth, tenth and fifteenth anniversary thereof, as

applicable), and the denominator of which shall be the CPI of the Base Month.

Section 4.3. Landlord and Tenant expressly agree that time is of the essence in the payment of all rent.

ARTICLE V

Utilities

Section 5.1. Utilities. Landlord represents that sewer facilities and utility facilities are located in rights-of-way adjacent to the Premises (including but not limiting the same to water, electric current, and gas). Tenant shall, as herein elsewhere provided for, be obligated to maintain all such facilities on the Premises and shall pay all charges, rates, fees, and assessments for the use of all utilities, including but not limited to tax fees, impact fees, permit fees, CERCLA fines, and fire dues.

ARTICLE VI

Use

Section 6.1. Use. Tenant may use the Demised Premises for any and all lawful purposes and specifically as a Burger King restaurant. Tenant shall pay for and erect or construct, at Tenant's own cost and expense, any and all future improvements on the Demised Premises, such as parking areas or other improvements, including any improvements required by Burger King Corporation. Tenant shall obtain Landlord's approval, subject to Article XII, of any sign it intends to erect, which approval shall not be unreasonably withheld.

Tenant shall not use the Demised Properties for any purpose or purposes other than the erection and operation of a Burger King restaurant without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 6.2. Injunction. In addition to all remedies at law or equity which Tenant or Landlord may have, the provisions of this Article may be enforced by either of them by means of injunction.

Section 6.3. Mortgage Protection. Notwithstanding any provisions of this Lease to the contrary, so long as the holder of any mortgage or deed of trust or its successors or assigns has an interest in the Demised Premises, either as holder of the note secured by a deed of trust or mortgage or as owner of the legal title in the mortgage or by acceptance of a deed or an assignment of lease in lieu of foreclosure, no default in any of the obligations of Landlord shall create a right on the part of the tenant to terminate this Lease and/or a right to any reduction in the rent payable pursuant to this Lease and/or any right to offset against the aforesaid rent by reason of any damages resulting from any such default and/or any cause of action for damages against the aforesaid holder of any mortgage or deed of trust.

ARTICLE VII

Repairs and Alterations

Section 7.1. Tenant shall repair and maintain in good order and condition the Demised Premises, including the outside and inside of exterior walls, roof, foundations, and structural portions of the canopy and structural members and the roof, gutters, and down spouts.

The Tenant agrees, during the term hereof and any extensions, to keep and maintain the interior of the Demised Premises and each and every part thereof, including, without limitation, all utilities, hookups and connections serving the Demised Premises (except as herein otherwise provided), and the exterior and interior portions of all doors, windows, plate glass, showcases, and other things in and about the Demised Premises, in good order, condition, and repair, including, without limitation, all wiring, plumbing, sewage, heating and air conditioning systems, pipes, conduits, and all and any other utility and sprinkler fixtures and equipment within (and without the Demised Premises to the extent that they serve the said Demised Premises), fixtures and interior walls, floors, ceilings, signs, and all interior and exterior building appliances, appurtenances, and similar equipment. The Tenant further covenants and agrees to keep the interior of the Demised Premises at all times in good order, condition, and repair as aforesaid, reasonable wear and tear excepted.

Section 7.2. Repair of Violations. The Tenant agrees that if any federal, state, county, or municipal government or any department or division thereof has or hereafter shall condemn the Demised Premises or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the use, occupation, and construction thereof, except as to any requirements necessitated by any nonretail use of the Demised Premises or any part thereof, or has ordered or required or shall hereafter order or require any building, alteration, or repair thereof or installations therein, except as to any requirements necessitated, by any nonretail use of the Demised Premises or any part thereof, the Tenant will, immediately, at Tenant's own cost and expense, rebuild or make such alterations, installations, and repairs as may be necessary to comply with such laws, orders, or requirements, except for those necessitated by any nonretail use of the Demised Premises or any part thereof. All such rebuilding, altering, installing, and repairing shall be done in accordance with the requirements of any said government, department, or division.

Landlord hereby represents and warrants that, as of the date of this Lease, it has no knowledge of, and should not reasonably be aware of, (i) any fact which may make the Demised Premises unsafe or not in conformity with the laws and regulations relating to the use, occupation and construction thereof or (ii) any building, alteration or repair of the Demised Premises or installations therein ordered or required by any federal, state, county or municipal government or any department or division thereof.

Section 7.3. Tenant Alterations. Tenant shall have the right, at its expense, from time to time, to redecorate the interior of the Demised Premises and to make such nonstructural alterations and changes in such interior parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not injure the safety of the structure of the Demised Premises or diminish its value, and shall be done in a good and workmanlike manner. Tenant may make interior structural alterations and additions to the Demised Premises after receiving written approval of Landlord. Landlord agrees that it shall not withhold such consent unreasonably. Landlord shall execute and deliver upon request of Tenant such instrument or instruments embodying the approval of Landlord which may be required by any public or quasi-public authority for the purpose of

obtaining any license or permit for the making of such alterations, changes and/or additions in, to, or upon such Demised Premises. Tenant shall be responsible for all repairs and/or damages resulting from any such alterations, changes, or installations.

ARTICLE VIII

Tenant's Covenants

Tenant covenants and agrees as follows:

Section 8.1. **Rent Payments.** To pay when due the said rent, and any and all other charges required to be paid by Tenant hereunder at the times and in the manner aforesaid.

Section 8.2. **Licenses and Surrender.** To procure any licenses and permits required for any use made of the Demised Premises by the Tenant; and upon the expiration or termination of this Lease, to remove its personal property, goods, and effects and those of all persons claiming under it and to yield up peaceably to Landlord the Demised Premises in good order, repair, and condition in all respects, reasonable wear and tear only excepted.

Section 8.3. **Mechanic's Liens.** That it shall not do or suffer anything to be done whereby the land and the building of which the Demised Premises are a part may be encumbered by any notice of intention to file or any mechanic's lien or otherwise and shall, whenever and as often as notice of intention to file or any mechanic's lien is filed against such land and/or building purporting to be for labor or materials furnished or to be furnished to Tenant or any of its subtenants, licensees, or concessionaires, discharge same within ten (10) days after the date of filing, by bonding or otherwise. Landlord shall not be liable for any labor or materials which shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the land and building of which the Demised Premises are a part, unless such labor or materials were performed or provided by or on behalf of Landlord. Tenant covenants and agrees to pay promptly when due the entire cost of any work to the Demised Premises, which shall at all times be free of liens for labor and materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims, costs, liabilities, suits, penalties, demands, or damage, including reasonable counsel fees, to any person or property occasioned by or growing out of such work.

Section 8.4. **Landlord's Access.** To permit Landlord and its agents to examine the Demised Premises at reasonable times, upon reasonable notice, and to show the Demised Premises to prospective purchasers, mortgages, and tenants (in the latter case only during the last six (6) months of the term of the Lease) provided that Landlord shall not thereby interfere with the conduct of Tenant's business; to permit Landlord to enter the Demised Premises to make such repairs, improvements, alterations, or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required by Landlord under the terms of this Lease, provided that such entry shall not unreasonably interfere with the conduct of Tenant's business.

Section 8.5. **Compliance with Law and Insurance Requirements.** To the extent that they are required solely as a result of the use by Tenant or Tenant's subtenants, licensees, or concessionaires of

the Demised Premises, the Tenant shall promptly comply with all laws, ordinances, and lawful orders and regulations affecting the Demised Premises and the cleanliness, safety, occupation, and use of the same, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, Rating Bureaus, and Fire Insurance Companies, organizations, and associations for the prevention of fires, at the Tenant's own cost and expense. The Tenant shall not permit or commit any waste.

Section 8.6. Maintenance and Taxes. In addition to installing those utility hookups required by Tenant in order to connect to the utilities installed by Landlord in rights-of-way adjacent to the Premises, Tenant shall maintain and repair said internal utilities throughout the term or renewal term of this Lease, and shall pay all charges, rates, fees, and assessments for the use of all utilities on the Premises, which apply to the term of the Lease during which Tenant is in possession of the Demised Premises.

In addition to the maintenance of all utilities on the Premises, Tenant shall be responsible for the maintenance of, and Tenant shall provide sufficient containers for deposit and collection of trash and rubbish and shall keep the Premises in a neat and orderly condition at all times. All trash, rubbish, and garbage shall be collected and stored in a sanitary and inoffensive manner, which shall include Tenant's obligation to screen from sight any refuse, garbage, or trash which is awaiting pickup and disposal.

Tenant shall make every effort to not only control the littering of the Premises, but also the littering of adjacent property by Tenant's customers.

Tenant shall also (a) clean off-premises parking adjacent to the Premises and (b) maintain such off-premises parking in the state at the Commencement Date and consistent with past practice, which obligation to clean and maintain shall apply only if such cleaning and maintenance becomes necessary as a result of the actual use of such off-premises parking adjacent to the Premises by Tenant's customers. In addition, Tenant shall clean adjacent rights-of-way of litter and rubbish left by Tenant's customers.

Tenant shall promptly pay and discharge any and all taxes, fire dues, rents, and assessments levied or imposed against the Premises and all improvements and structures erected thereon which accrue during the Tenant's possession of the Demised Premises. Landlord will cause the Premises to be separately assessed in the Jefferson County Tax Assessor's records, so that Tenant will be billed directly as if it were the owner of the Premises.

Tenant, at its own cost and expense, shall have the right to contest or pay under protest any such tax, charge, or assessment, and Tenant shall promptly pay any contested item if nonpayment in any way would jeopardize the Premises or improvements. At Tenant's request, Landlord will contest or pay under protest any such tax, charge, or assessment, but Tenant shall fully reimburse Landlord for any amounts which Landlord has paid, including all costs, fees, attorney's fee and expenses incurred by Landlord.

ARTICLE IX

Indemnity and Public Liability

Section 9.1. **Indemnification.** The Tenant agrees to indemnify and save harmless the Landlord from and against all liability, damage, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone in or about the Demised Premises except for the willful acts of the Landlord, and shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim, or claims. This Section shall not apply if the liability arises from the Landlord's willful failure to perform any covenant under this Lease to be performed by Landlord or if the liability arising from Landlord's gross negligence or wilful misconduct, but nothing herein contained shall be deemed to limit Tenant's obligation to maintain liability insurance for the benefit of Landlord and its designees as herein provided. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney's fees.

Section 9.2. **Liability Insurance.** The Tenant agrees to maintain in full force during the term hereof, a policy of public liability and property damage insurance under which the insurer agrees to indemnify and hold the Landlord and the Landlord's designees harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages referred to in Section 9.1 of this Article IX. Each and such policy may be in blanket form covering other locations of Tenant, as well as the Demised Premises, and shall be in such company as is reasonably approved by Landlord and is at the time authorized by the state of Alabama to issue such policy, which shall be noncancellable with respects to the Landlord and the Landlord's designees without thirty (30) days written notice to Landlord and Landlord's designees no later than five (5) days prior to the expiration of any such policy, and no later than five (5) days prior to the commencement of the term of this Lease. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury or property damage.

Section 9.3. **Common Area Release.** Except as herein otherwise provided including but not limited to Article VI, the Tenant agrees that its use and occupancy of the Demised Premises and its use of all other portions of the common areas (herein defined to mean the parking areas, roadways, malls, means of ingress and egress, and landscaped areas), which it is herein given the right to use, shall be at its own risk and releases, to the full extent permitted by law, the Landlord, and its agents, servants, contractors, and employees, from all claims and demands of every kind resulting from any accident, damage, or injury occurring therein, unless due to the gross negligence or willful acts of the Landlord, its agents, servants, contractors, or employees, or the willful failure of the Landlord to perform any covenant under this Lease to be performed by Landlord. The Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant, unless caused by the gross negligence or willful acts on the part of the Landlord, its respective agents, servants, or employees.

ARTICLE X

Assignment

Section 10.1. Assignment, Subletting. Tenant shall not assign this Lease nor sublet any of the Premises to any person without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Demised Premises, without Landlord's consent, to any affiliate of Tenant to whom the Franchise is transferred.

ARTICLE XI

Fixtures

Section 11.1. All counters, shelving, refrigerating, and other equipment and all other trade and light fixtures installed by or at the expense of Tenant or owned by Tenant, and all other erections, additions, and/or improvements made to, in, or on the Demised Premises by and at the expense of Tenant and susceptible of being removed from the Demised Premises without substantial injury thereto, shall remain the property of Tenant, and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof. Tenant will promptly cause, at Tenant's sole cost and expense, the prompt repair in a good and workmanlike manner, of any injury to the Demised Premises caused by an such removal.

ARTICLE XII

Signs

Section 12.1. Exterior Signs. Tenant shall have the right, at its expense and in conformity with and subject to all applicable laws and ordinances, to erect and thereafter, to replace, if it shall so elect:

(a) Signs on the Demised Premises, and if permitted by all authorities having jurisdiction thereof, on the roof and on the marquee, if any. Tenant's installation of a roof sign, if any, shall be made in such a manner that the rights of the Landlord or any of its assignees thereunder, under any roofing bond then in force, shall not be affected, and in such a manner so as not to overload the roof or any other structural portion of the Demised Premises, and Tenant shall repair all damages caused by such installation or removal;

(b) Illuminated signs at or near the entrances to the parking areas stating "in" and "out;" and

(c) Tenant's usual sign at the perimeter of the Demised Premises.

Section 12.2. Interior Signs. Tenant shall have the further right to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Demised Premises, including, without limitation, flat paper signs in the interior thereof.

ARTICLE XIII

Casualty Insurance

Section 13.1. **Insurance Requirements.** Tenant, at its own cost and expense, shall keep, or cause to be kept, all the Demised Premises, the appurtenances thereto, and equipment and facilities in and upon the Demised Premises and used in connection therewith (apart from the furniture, fixtures, and machinery and trade fixtures, and equipment and merchandise that may be owned by the Tenant or any of its subtenants, concessionaires, or licensees) insured for the benefit of Landlord, the Ground Owner, and the holder of any mortgage covering the Demised Premises or any part thereof (the "Mortgage") as their respective interests may appear during the term of this Lease, against loss or damage by fire and against loss or damage by other reasons as are covered by endorsements commonly known as "extended coverage" to the full extent of the replacement value (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor) but in no event in an amount less than reasonably required by the holder of any Mortgage. Such full replacement value shall be determined at Tenant's expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Landlord, given to Tenant, by the Engineering Department of the insurance company issuing the insurance or determined by application of appropriate construction cost indices reasonably acceptable to Landlord, Landlord's Mortgagee, and Tenant. No omission on the part of the Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article. The Tenant's obligations under the provisions of this Lease to furnish any insurance as is referred to in this Article shall be deemed complied with if such insurance shall be furnished by any subtenant, licensee, or concessionaire for the account and benefit of the Landlord and if such insurance shall otherwise comply with all the requirements of this Lease as to such insurance.

Section 13.2. **Adverse Additional Insurance.** Tenant shall not carry any additional insurance which shall have the effect of reducing the insurance coverage for the benefit of Landlord or the holder of any Mortgage pursuant to provisions of this Article nor of causing Landlord to become of a co-insurer under policies required to be carried by Tenant pursuant to this Article.

Section 13.3. **Premium Payments, Original Policies.** All insurance provided for in this Article shall be effected under valid and enforceable policies (which may cover the Demised Premises and other locations) in form reasonably satisfactory to the Landlord, issued by insurers of recognized responsibility which are licensed to do business under the laws of the United States and the state of Alabama, in which the Demised Premises are located.

Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates for the expiring policies therefor furnished pursuant to this Article, originals of the policies, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord or, at Landlord's request, the original policy shall be delivered to the holder of any Mortgage on the Demised Premises or any part thereof. If the original policies are delivered to other than Landlord, as in this paragraph provided, duplicate originals of such policies or certificates or memoranda thereof shall simultaneously be delivered to Landlord. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations provided that Tenant shall furnish Landlord or its designees a certificate of insurance that shall comply with all of the other requirements of this Lease with respect to the insurance involved, and such blanket insurance

shall be reasonably acceptable to any Mortgagee, and provided further that the certificate of such insurance shall separately state the amount of coverage and other coverage applicable to the Demised Premises.

Section 13.4. Named Insureds. All policies of insurance provided for in this Article shall name Landlord, the Ground Owner, the holder of any Mortgage on the Demised Premises or any part thereof, and, in the event of a sale and leaseback of Tenant's leasehold estate, the lessor under the sale-leaseback lease, as the insureds and, at the request of the Landlord, such policies of insurance shall be payable to any holder of any Mortgage or jointly to Landlord and such Mortgage holder and/or the lessor under any sale-leaseback lease.

Section 13.5. Collection Notice. Each policy or certificates therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord and to the holder of any Mortgage or lessor in any sale-leaseback transaction to whom a loss thereunder may be payable.

Section 13.6. Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to either or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord or Tenant, or anyone for whom Landlord or Tenant may have been responsible. Landlord and Tenant's policies, to the extent not prohibited or violation of such policies, shall include appropriate clauses (a) waiving all rights of subrogation against Landlord or Tenant, as the case may be, with respect to losses payable under such policies, and/or (b) agreeing that such policies shall not be invalidated should the insured waive in writing prior to a loss any and all rights of recovery against any party for losses covered by such policies. The parties agree that their policies shall include such clauses so long as the same shall be obtainable without extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Tenant shall, at Tenant's sole cost and expense, cooperate fully with Landlord in obtaining recovery and will execute any and all consents and other instruments and take any and all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinabove provided, and Landlord and Tenant shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Landlord or Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made pursuant to Landlord or Tenant's insurance as herein provided. Nothing contained in this Lease shall prohibit Tenant's use of reasonable insurance deductibles consistent with sound insurance practices and subject to the approval of the holder of any Mortgage.

ARTICLE XIV

Eminent Domain

Section 14.1. Complete Condemnation. If all the Premises and improvements thereon shall be taken by any governmental authority through condemnation or the right of eminent domain, or shall be sold in anticipation thereof, or if a portion of the Premises or improvements is so taken or sold and the

balance for the premises or improvements is not reasonably suitable for the continuing of Tenant's business, this Lease shall terminate; provided, however, that if such portion of the Premises is so taken or sold so as to otherwise cause the termination of this Lease, and Landlord can provide adjacent land which will enable Tenant, at its option and sole discretion, to continue to conduct its business substantially as it had prior to sale or condemnation, this Lease shall not terminate.

If the portion of the Premises so taken or sold does not prevent Tenant from substantially conducting its business in accordance with this Lease, the Lease shall remain in full force and effect.

Tenant may make claim for damages against the condemning authority for the loss of its structures and improvements or any other damages which it is entitled to claim under Alabama law, but in no event shall Tenant's claim or award diminish the fair market value of Landlord's entire property interest.

ARTICLE XV

Defaults

Section 15.1. Default and Termination. (a) If the Tenant shall default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided, and such default shall continue for more than ten (10) days after the rent is due; or

(b) If the Tenant shall default in the observance of any of the other terms, covenants, and conditions of this Lease, and such default shall continue for more than thirty (30) days after written notice specifying such default, or if this Lease shall pass to or devolve upon one other than Tenant, other than by merger or consolidation, except as herein provided, or if the entire Demised Premises shall be occupied by someone other than the Tenant, its successors, assigns, licensees, or subleases except as herein provided; or

(c) If Tenant shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be by any court adjudicated a bankrupt or take the benefit of any insolvency act or be dissolved pursuant thereto, voluntarily or involuntarily, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings other than bankruptcy proceedings and such appointment, petition for an arrangement or reorganization, if made in proceedings instituted by Tenant shall not be vacated within thirty (30) days after it has been made, or if made in proceedings instituted by other than Tenant shall not be vacated within one hundred twenty (120) days after it has been made (provided further that during said respective periods of thirty (30) days and one hundred twenty (120) days, all the covenants of this Lease to be performed by Tenant, including the payment of rent, shall continue to be performed).

(d) If Landlord is subject to liability to Burger King Corporation ("BKC") pursuant to Section 5 of that certain Conditional to Assignment of Franchise Agreements and Leases dated March ___, 1999 by and between BKC, Landlord, Tenant, Greg W. Gilbert, Arnold P. Whitmore and Harold W. Patrick (the "Conditional Consent") for a failure by Tenant to pay and/or perform, (a "Default"), or if Landlord is subject to liability to BKC or the Lessor under the Assignment and

Assumption of Lease Agreement and Consent to Assignment ("Assignment") dated March ____, 1999, by and between Montclair Restaurants, Inc., Greg Gilbert, Pride Restaurants, LLC, Arnold Whitmore, Harold W. Patrick and Madrus Realty Company Inc., for failure of Tenant to pay and/or perform any obligation under or pursuant to the Assignment or underlying Lease, Landlord, at its sole discretion, have the right, upon the expiration of the thirty (30) days after Landlord notifies Tenant in writing of the default and the default remains uncured, then for the duration of the Franchise Agreement and Lease relating to the Burger King restaurant subject to such default, shall have the option to assume all rights and obligations of Tenant under any agreement with BKC relating to the Burger King restaurant subject to such Default and to retain for Landlord's own use and benefit, all proceeds, profits and margins derived from the operation or sale of such Burger King restaurant. Landlord shall give prompt written notice to Tenant of any exercise of Landlord's right outlined in the immediately preceding sentence.

Upon assuming the said rights of the Tenant to operate the Burger King restaurant, Landlord shall have each and every right previously held by Tenant or its assigns under the said Franchise Agreement and/or Lease, including the right to retain all proceeds and/or profits from the operation and/or sale of the Burger King Restaurant and underlying Franchise Agreement, it being understood by the parties that the granting of this right to Landlord is necessary to protect Landlord because of the requirement by BKC that Landlord shall remain liable under the Franchise Agreement and Leases.

Nothing in this paragraph (d) shall be construed as a breach or default under any BKC agreement. Landlord agrees to honor any arrangement between BKC and Tenant relating to a Default, except nothing in this sentence shall relieve Tenant of its obligation to pay rent when due.

Then, upon the happening of any one or more of the above or other defaults, Landlord shall have the right, at its option, to either declare this Lease and the term hereof, upon a date specified in a notice, by registered or certified mail from the Landlord to the Tenant, to wholly cease and terminate with the same force and effect if ceased on the date of the expiration of the original term of this Lease. Alternatively Landlord may reenter said Demised Premises either by force or otherwise, and of the same have the possession as of its former estate, and/or may recover possession thereof in the manner prescribed by the statute relating to summary proceedings, or similar statutes (but Tenant shall remain liable to Landlord as hereinafter provided) it being understood that no demand for the rent and reentry for condition broken and no notice to quit possession or other notice prescribed by statute shall be necessary to enable the Landlord to recover such possession, but that all rights to any such demand any such reentry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant.

Section 15.2. Cure of Default. The failure of the Tenant to observe any term, covenant, or condition of the Lease other than the payment of rent shall not be deemed a default so long as Tenant, after receiving any notice as specified herein, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the curing of such default within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by facts or circumstances beyond its control.

Section 15.3. Reletting Deficiency. In case of such reentry, termination of lease, and/or dispossession by summary proceedings or otherwise,

(a) All rent due through the end of this Lease shall become due thereupon and be paid upon such reentry, dispossession, and/or termination of lease, together with such reasonable expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or putting the Demised Premises in such condition as the Tenant under the provisions hereof is required to maintain, or for preparing the same for rental;

(b) Landlord may relet the Demised Premises or any part of parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concession or free rent if reasonably required; and

(c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to perform, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages there shall be added to the said deficiency such expenses, attorneys' fees, brokerage and for keeping the Demised Premises in the condition as the Tenant under the provisions of this Lease is required to maintain or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alterations, repairs, replacements, and/or decorations in the Demised Premises as Landlord in Landlord's reasonable judgement considers advisable and necessary for the purpose of reletting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall not be obligated to relet the Demised Premises; provided however, that if Tenant presents to Landlord (or Landlord is approached by) a potential successor tenant willing and able to lease the Demised Premises, and such potential successor tenant and the terms of the reletting would be acceptable to a reasonable landlord under comparable circumstances, and Landlord refuses to relet the Demised Premises to such potential successor tenant, Tenant shall be released from all its obligations hereunder.

ARTICLE XVI

Miscellaneous Provisions

Section 16.1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease and the lien hereof as to the lien of any present or future first Mortgage, provided that the holder of any such Mortgage shall enter into a written agreement with Tenant to the effect that:

(a) In the event of foreclosure or other action taken under the Mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder so as to permit Landlord to terminate this Lease; and

(b) Such holder shall permit insurance proceeds to be used for any restoration and repair required by the provisions of this Lease; and

(c) Such holder will agree that in the event it or any successor or assign shall be in possession of the Demised Premises, that so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such Mortgagee will perform all obligations of Landlord required to be performed under this Lease.

Section 16.2. Cure of Default, Reimbursement. If Landlord or Tenant shall default in the performance or observance of any agreement, condition, or other provision contained in this Lease, on its part to be performed or observed, and shall not cure such default within the notice or time period provided for under the applicable provisions of this Lease, and in any case where no such notice in writing is required to be given from the other party specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), either party may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account for the defaulting party, and the defaulting party shall reimburse the other for any amount paid and any expense or contractual liability so incurred, and Tenant may deduct any such amount due it from rental payments next thereafter accruing, provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided, however, that Landlord or Tenant may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to the other party if it is necessary to protect the real estate or their perspective interests therein or to prevent injury or damage to persons or property.

Section 16.3. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants, and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy, and enjoy the Demised Premises and the common facilities of the Demised Premises without hindrance or molestation; but it is understood and agreed that this covenant, and any and all other covenants of the Landlord herein contained, shall be binding upon the Landlord and its successors or assign to the interest of the Landlord shall assume the obligations of the Landlord under this Lease from and after the date of the acquisition of Landlord's interest by such successor or assign. The aggregate personal liability of Landlord, and its successors and assigns, under the provisions of this Section and under all other provisions of this Lease, shall be limited to its equity in the premises of which the Demised Premises form a part. This limitation shall run in favor of the members of Landlord as individuals or either of them, who shall succeed to the interests of Landlord after its liquidation and dissolution and to their heirs, representatives, successors, and assigns.

Section 16.4. Landlord's Title. Tenant understands and acknowledges that Landlord is the owner of the fee interest in the Demised Premises. Tenant further acknowledges and agrees that it has examined the Landlord's title and is fully familiar therewith. Tenant further acknowledges and represents that it is entering into this Lease with full knowledge of the state and condition of the fee interest of the Landlord that would be discovered in a title search. Landlord represents and warrants to

Tenant that it has full right and authority to enter into this Ground Lease for the full term thereof and to perform Landlord's obligations under this Lease for the full term hereof and all extensions herein provided, but subject, however, to such exceptions and other title defects as would be discovered in a title search.

Section 16.5. Lease Termination. Upon the expiration or termination of this Lease, Tenant shall remove all personal property of Tenant, but shall not, however, remove any permanent improvements. If Tenant fails to remove its personal property, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant agrees to pay all reasonably necessary costs and expenses thereby incurred. Any personal property not removed by the Tenant within sixty (60) days following termination of this Lease shall be deemed abandoned by the Tenant, and Landlord may dispose of same as it sees fit. If, as the sole result of the removal of the Tenant's personal property by Tenant or on its behalf, any portion of the Demised Premises or of the building of which they are a part are damaged, the Tenant shall pay to the Landlord the reasonable cost of repairing such damages unless due to negligence of Landlord, its agents, servants, employees, and contractors. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. In the event the Tenant shall continue in occupancy of the Demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the term of this Lease, but Tenant, at the option of the Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month to month upon the covenants, provisions, and conditions, herein contained insofar as the same are applicable to a month-to-month tenancy at the rental in effect during the last lease year of the term, prorated for the period of such occupancy.

Section 16.6. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provisions. If any action by either party shall require the consent or approval of such action on any one occasion, the waiver or lack of consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and none of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 16.7. Disputes. It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest," and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest," and the performance of such work shall in no event be regarded as voluntary performance, and there shall survive the right on the part of said

party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease, and the amount so paid by the Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 16.8. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by sending the same by Federal Express, next day delivery, and any such notice or other communication shall be deemed to have been given when received or refused by the party to whom such notice or other communications shall be addressed. If intended for Landlord, the same shall be mailed to Suite 100, 3601 Lorna Ridge Drive, Hoover, Alabama with copy to David P. Whiteside, Jr. at 500 Farley Building, 1929 Third Avenue North, Birmingham, AL 35203, or at such other address as Landlord may hereafter designate by notice to Tenant; and if intended for Tenant, the same shall be mailed to Pride Restaurants, LLC, 110 Twelfth Street North Birmingham, Alabama with copy to Channing D. Johnson, Akin, Gump et al., 2029 Century Park East, Suite 2600, Los Angeles, California 90067, or at such other address or addresses as Tenant may hereafter designate by notice to Landlord. All notices of default shall specify the nature of any such default.

Section 16.9. Invalidity of Provisions. If any term or provision of this Lease or the application hereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.10. Captions and Definitions. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms of provisions of this Lease.

Wherever the word "building" is used in this Lease, it is intended that the same shall include any building or buildings, structure or structures, which are now or which may hereafter be erected on the Demised Premises or on the premises of which the Demised Premises may be a part.

Section 16.11. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 16.12. Force Majeure. It is further understood and agreed that with respect to any services to be furnished or repairs to be performed by either party during the term of this Lease, the party required so to furnish or perform the same shall in no event be liable for failure so to do when prevented by any cause beyond the reasonable control of such party such as strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or its servants, agents, employees, or any assignee, sublease, or successor in

interest to such other party. The time within which such services shall be performed or services rendered shall be extended for a period of time equivalent to the delay from such cause. The payment of rent shall not be considered a service under this section.

Section 16.13. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that they shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant; Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

(a) Tenant agrees to pay Landlord's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Landlord be at law or in equity.

(b) Landlord agrees to pay Tenant's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Tenant be at law or in equity.

Section 16.14. Taxes and Utility Expenses. (a)(1) Tenant shall during the term of this Lease pay and discharge punctually, as and when the same shall become due and payable, prior to the imposition of any penalty, all taxes, including special, area, and general assessments, water rents, rates, and charges of every kind and nature whatsoever, extraordinary as well as ordinary ("Taxes"), and each and every installment which shall or may during the term of this Lease accrue and be charged, levied, laid, assessed, imposed, and shall become due and payable, or liens upon or for or with respect to the Demised Premises, or any part thereof, or any buildings, appurtenances, or equipment thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules, or regulations of the federal, state, county, town, and city governments and of all other governmental authorities whatsoever (all of which shall be included in the term "Taxes" as heretofore defined) and all water rents, rates, and charges, sewer rents and charges for water, steam, heat, gas, hot water, electricity, light, and power, and other service or services, furnished to the Demised Premises or the occupants during the term of the Lease ("Utility Expenses").

(2) To the extent that the same may be permitted by law, Tenant shall have the right to pay any assessment for improvements assessed during the term of this Lease in annual installments, and Tenant shall pay and discharge punctually said installments as they shall become due and payable during this term of this Lease.

(3) Tenant shall be deemed to have complied with the foregoing provisions if payment of Taxes is made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Demised Premises, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same, in writing.

(4) Taxes due and payable in the year in which this lease shall commence and terminate, and whether or not the same have become liens upon the Demised Premises, shall be apportioned at the date that such taxes shall be determined.

(b) (1) Tenant shall have the right to contest or review all such Taxes by legal proceedings or in such other manner as it may deem suitable (which, if instituted, Tenant shall conduct promptly as its own cost and expense, and free of any expense to landlord, and, if necessary in the name of and with the cooperation of Landlord, and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly make any payment of Taxes as are required but under protest.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees, or orders.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant to the extent that Tenant shall have originally paid such Taxes. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application, individually (if legally required), or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Tenant shall at any time, and from time to time, designate; provided, however, that the foregoing shall not relieve Tenant of its obligations to pay Taxes and assessments as required hereunder.

(d) Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, or profit taxes that are or may be imposed upon Landlord, its successors or assigns.

Section 16.15. Estoppel Certificate. Each party agrees at any time, and from time to time, upon no less than ten (10) days' prior request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and, if such is the fact, in full force and effect (or, if there have been modifications, stating the modifications, and if such is the fact, that the Lease as modified is in full force and effect), and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defense being claimed and dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of Landlord's interest in the Demised Premises or any prospective holder of a Mortgage or by any other properly interested party. The execution, acknowledgment, and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging, or delivering the same as against the other party hereto or as against any other person, firm or corporation, and such statement may contain a reservation that such statement may contain a reservation that such claim or right of action is not waived or released thereby.

Section 16.16. Mitigation of Damages. Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by

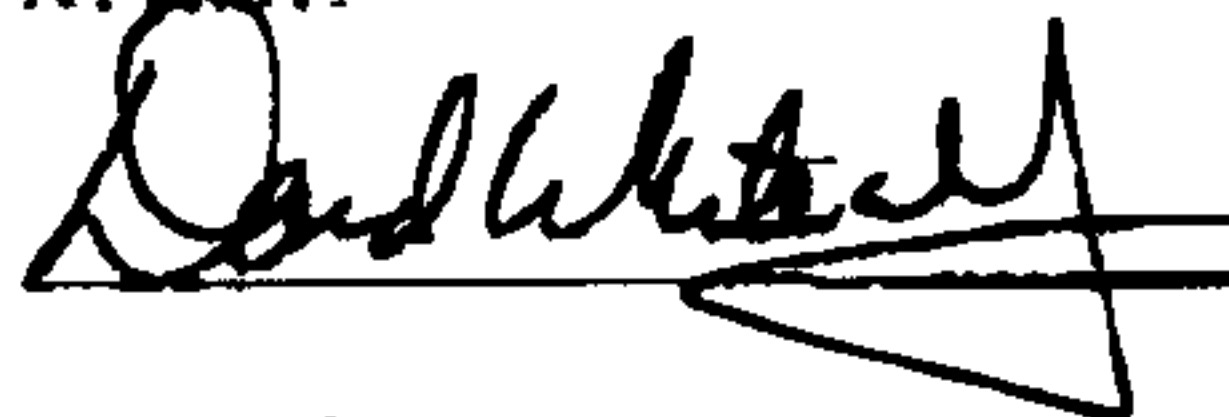
Section 16.16. Mitigation of Damages. Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease agreement committed by the other.

Section 16.17. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Alabama, as the same may, from time to time exist.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

LANDLORD:

ATTEST:



TENANT:

ATTEST:



MONTCLAIR RESTAURANTS, INC.

By 
Its President

PRIDE RESTAURANTS, LLC.

By 
Its Managing Owner

Exhibit "A"

3670 Lorna Road
Hoover, Alabama

LEGAL DESCRIPTION

ALL that tract or parcel of land lying and being in the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 19 South, Range 3 West of Jefferson County, Alabama and being more particularly described as follows:

Commencing at the point formed by the prolongation of the southeastern Right-of-Way of Lorna Road, a 120' R/W, and the southwestern Right-of-Way of Data Drive, a 60' R/W; thence running S 36°04'30" E for 50.62' to a point on the southwestern R/W of Data Drive and the TRUE POINT OF BEGINNING; thence running S 36°04'30" E along the southwestern R/W of Data Drive for 15.85' to a point; thence continuing along the southwestern R/W of Data Drive, following the curvature to the left an arc distance of 206.24', said arc subtending a chord bearing S 19°15'50" E for a distance of 203.30' and having a radius of 351.97', to a point; thence departing said R/W and running S 84°59'00" W for 105.19' to a point; thence running N 36°46'36" W for 205.00' to an iron pin, said iron pin being located on the southeastern R/W of Lorna Road; thence running N 53°13'24" E along said R/W for 100.73' to an iron pin; thence continuing along said R/W following the curvature to the right an arc distance of 79.15', said arc subtending a chord bearing S 81°25'33" E for 71.14' and having a radius of 50.00', to a point and the TRUE POINT OF BEGINNING.

Said tract containing 32,311 square feet or 0.7418 acres.

EXHIBIT A

Description of the Land

1555 Montgomery Highway, Hoover, AL

Lot 2, according to the Survey of Bruno's Addition to Hoover, as recorded in Map Book 141, Page 63, in the Probate Office of Jefferson County, Alabama.

EXHIBIT A

Description of the Land

517 Cahaba Park Circle, Birmingham, AL

Lot 4, according to the Survey of Cahaba Park South, as recorded in Map Book 9, Page 164, in the Probate Office of Shelby County, Alabama.

**REPLACEMENT FRANCHISE
ADDENDUM
Burger King® Restaurant # 3228**

This Replacement Addendum is made as of the 31 day of March, 1999, by and between BURGER KING CORPORATION, a Florida corporation ("BKC") and PRIDE RESTAURANTS, LLC, a Delaware limited liability company ("Franchisee"). This Addendum is part of the franchise agreement entered into by parties on the same date (the "Franchise Agreement") under which FRANCHISEE is licensed to own and operate the Burger King® Restaurant referred to as BK# 3228 (the "Franchised Restaurant"). The Franchise Agreement replaces and supersedes a Franchise Agreement that was previously in effect for the Franchise Restaurant and is for a term equal to the unexpired term of the previously effective Franchise Agreement.

1. FRANCHISE GRANT: TERM AND LOCATION

This paragraph replaces Paragraph 1 of the Franchise Agreement.

BKC grants to FRANCHISEE and FRANCHISEE accepts a franchise to use the Burger King System and the Burger King Marks only in the operation of a Burger King Restaurant at 3670 Lorna Road, Riverchase, Alabama more fully described in Exhibit "A" (the "Franchised Restaurant"), (the term "Franchised Restaurant" includes the real estate described on Exhibit "A" (the "Premises") and the restaurant "Building" and all other "Improvements" constructed thereon wherever the context permits or requires). The term of this Agreement (the "Term") commences on March 31, 1999 (the "Commencement Date") and shall expire on July 13, 2001, unless sooner terminated in accordance with the provisions of this Agreement. FRANCHISEE agrees to operate the Franchised Restaurant at the specified location for the entire Term. FRANCHISEE accepts this Franchise with the full and complete understanding that the franchise grant contains no promise or assurance of renewal. The sole and entire conditions under which FRANCHISEE will have the opportunity of obtaining a Successor Burger King Restaurant Franchise Agreement at expiration are those set forth in Paragraph 17. This franchise is for the specified location only and does not in any way grant or imply any area, market, or territorial rights proprietary to FRANCHISEE. *

2. FRANCHISE FEE: INITIAL OBLIGATIONS

No initial franchise fee is payable by FRANCHISEE in connection with the execution of the Franchise Agreement, notwithstanding any contrary provisions of Section 2 of the Franchise Agreement. FRANCHISEE acknowledges and agrees that BKC has fully performed all of its contractual obligations in connection with the development and opening of the Franchised Restaurant. These include, but are not limited to, the furnishing of standard building plans as appropriate, a pre-opening training program, pre-opening and opening supervision and assistance at the Restaurant, and assistance for the opening promotion program, and the loaning to FRANCHISEE a copy of the MOD Manual. FRANCHISEE acknowledges that BKC has no further obligation under the Franchise Agreement to perform such obligations, notwithstanding any contrary provisions of Section 6 of the Franchise Agreement.

The following provisions will be included as applicable.

3. REPAIR AND MAINTENANCE.

FRANCHISEE shall complete all required remodeling and repairs to bring the Franchised Restaurant into compliance with BKC's current repair and maintenance standards within six months of the commencement date in accordance with a scope of work attached as Exhibit "C".

97REPLAQ/REPLK3228

Any breach of Paragraph 3 shall constitute a material default under the Franchise Agreement for the Restaurant.

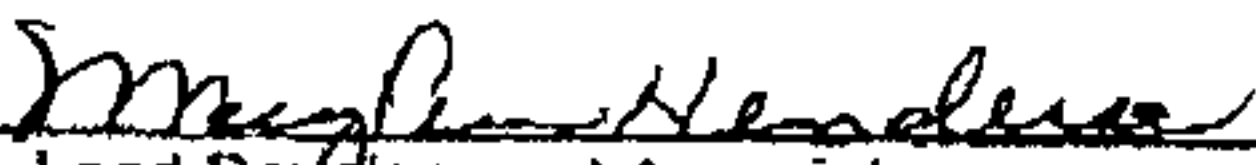
4. **CURRENT IMAGE.**

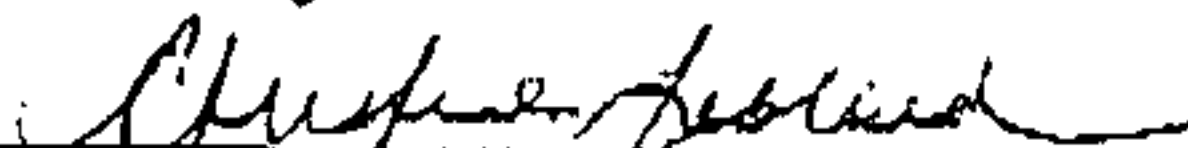
FRANCHISEE shall upgrade the exterior lighting at the Franchised Restaurant to bring the Franchise Restaurant into compliance with BKC's "Current Image" requirements for exterior lighting within six months of the commencement date.

Any breach of Paragraph 4 shall constitute a material default under the Franchise Agreement for the Restaurant.

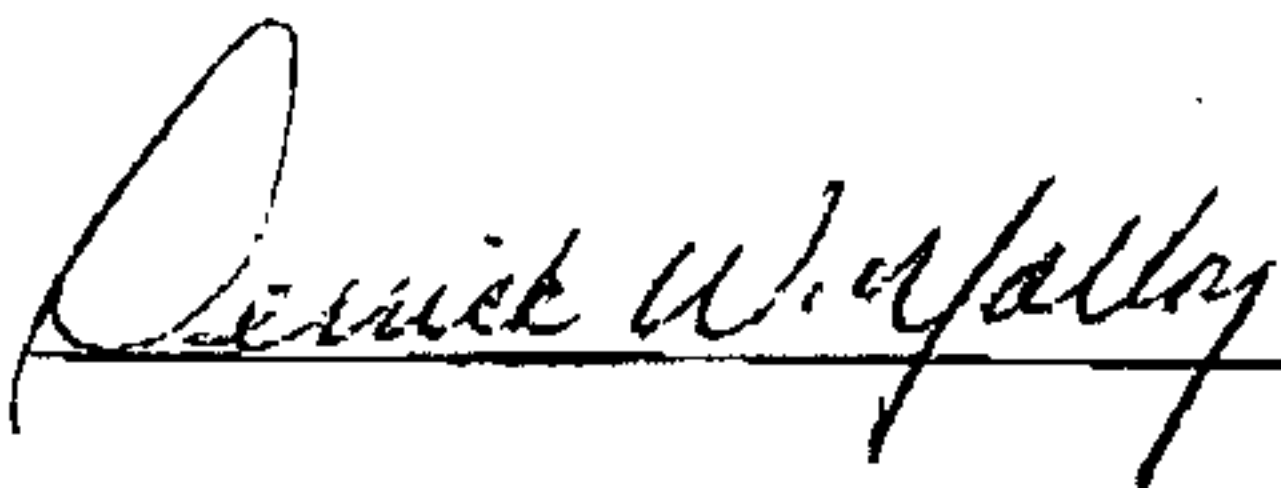
This Addendum is hereby executed by the parties effective on the date indicated on the first page of this Agreement.

BURGER KING CORPORATION

By: 
Lead Development Associate

Attest: 
Development Associate

WITNESSES:





FRANCHISEE:

PRIDE RESTAURANTS, LLC,
a Delaware limited liability company

By: 
Arnold P. Whitmore, Managing Owner

Attest: 

07REPLAD/REPL#3220

STATE OF ALABAMA)

JEFFERSON COUNTY)

LEASE

AGREEMENT OF LEASE made the 31 day of March, 1999, between Montclair Restaurants, Inc., 3601 Lorna Ridge Drive, Hoover, Alabama ("Landlord"), and Pride Restaurants, I.L.C., a Delaware limited liability company, having offices in Birmingham, Alabama ("Tenant").

ARTICLE I

Demised Premises

Section 1.1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, leases to Tenant, and Tenant does lease and take from Landlord, certain premises (hereinafter "Demised Premises") used in connection with Burger King Franchise # 4431 and situated in Jefferson County, Alabama, being the real estate described as Lot 2 of the Bruno's Addition to Hoover as recorded in Map Book 141 at Page 63 in the Office of the Judge of Probate of Jefferson County, Alabama.

ARTICLE II

Term of Lease; Inspection

Section 2.1. Term. The term of this Lease shall begin on March 31, 1999, (the "Commencement Date"), and shall end upon expiration or termination of that certain Franchise Agreement between Burger King Corporation and Tenant dated as of March 31, 1999 unless extended, as provided in Article III.

The "First Lease Year" of the term shall be from the Commencement Date to the 31st day of December immediately subsequent to the Commencement Date.

Each lease year thereafter, except the last (partial) lease year, shall run for a period of twelve (12) consecutive calendar months from the day after expiration of the First Lease Year or preceding lease year, as the case may be.

Section 2.2. Recordable Memorandum. Promptly after the execution hereof, Landlord and Tenant shall execute instruments in recordable form, setting forth a description of the Demised Premises, the term of this Lease, rights of extension, if any, and such other information, excepting the rent reserved hereunder, as either party may reasonably request. Such recordable instrument may be recorded by either party hereto, and the party so recording such instrument shall pay the full recording fee therefor.

Section 2.3. Condition of Premises. Tenant acknowledges that it has inspected the Demised Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "as is" condition. Except for the representations and warranties contained in this Lease, the Landlord or any representative of Landlord has not made any warranties or representations upon which Tenant relies with respect to the physical condition of the Demised Premises, except that Landlord holds fee simple title to the Demised Premises, subject to any outstanding mineral and mining rights and easements of record which the Tenant has examined and determined not material to its use of said Premises.

ARTICLE III

Option to Extend

Section 3.1. Tenant shall have the option, at the expiration of the original term, to extend the original term of this Lease for the life of the Burger King franchise covering the operation of a fast-food restaurant on the Demised Premises, together with any renewal of said franchise, but in no event longer than twenty (20) years beyond the expiration of the original lease term.

Such option to extend shall be exercised by written notice to Landlord at least twelve (12) months prior to the expiration of said original term or any extension thereof as the case may be, provided, however, if Tenant has not been granted a renewal of the Franchise at such time, Tenant's option to extend shall be exercised by written notice to Landlord promptly upon grant of such renewal. Upon the giving of such notice this Lease shall be extended or further extended.

ARTICLE IV

Rent

Section 4.1. For a period of seven years beginning on the Commencement Date, Tenant agrees to pay Landlord, at such place or places as Landlord may, by notice in writing to Tenant from time to time direct, rent at the yearly rate of Thirty-Six Thousand Dollars (\$36,000.00) payable on the first day of each month commencing on the first day of the first month following the Commencement Date in equal monthly installments of Three Thousand Dollars (\$3,000.00) each calendar month during the term hereof, and pro rata for the fraction of any month, except that in the first rent payment, Tenant shall also pay rent at said rate for any portion of the preceding calendar month during which the Lease is in effect.

Section 4.2. On the date which seven years following the Commencement Date (the "Adjustment Date"), the monthly rent set forth in Section 4.1 shall be increased to Five Thousand Dollars (\$5,000). In addition, on the Adjustment Date and on each of the fifth, tenth and fifteenth anniversary of the Adjustment Date, the monthly rent payable by Tenant shall be adjusted by the change, if any, from the Base Month in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers for the Birmingham, Alabama metropolitan area ("CPI"; 1982-1984 = 100). The "Base Month" for purposes of calculating the rent increase on the Adjustment Date and the fifth, tenth and fifteenth anniversary thereof shall be March of the years 2005, 2010, 2015, and 2020, respectively. The new monthly rent shall be calculated by multiplying the then current rent amount by a fraction, the numerator of which shall be the CPI of the calendar

month two months prior to the Adjustment Date (or the fifth, tenth and fifteenth anniversary thereof, as applicable), and the denominator of which shall be the CPI of the Base Month.

Section 4.3. Landlord and Tenant expressly agree that time is of the essence in the payment of all rent.

ARTICLE V

Utilities

Section 5.1. Utilities. Landlord represents that sewer facilities and utility facilities are located in rights-of-way adjacent to the Premises (including but not limiting the same to water, electric current, and gas). Tenant shall, as herein elsewhere provided for, be obligated to maintain all such facilities on the Premises and shall pay all charges, rates, fees, and assessments for the use of all utilities, including but not limited to tax fees, impact fees, permit fees, CERCLA fines, and fire dues.

ARTICLE VI

Use

Section 6.1. Use. Tenant may use the Demised Premises for any and all lawful purposes and specifically as a Burger King restaurant. Tenant shall pay for and erect or construct, at Tenant's own cost and expense, any and all future improvements on the Demised Premises, such as parking areas or other improvements, including any improvements required by Burger King Corporation. Tenant shall obtain Landlord's approval, subject to Article XII, of any sign it intends to erect, which approval shall not be unreasonably withheld.

Tenant shall not use the Demised Properties for any purpose or purposes other than the erection and operation of a Burger King restaurant without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 6.2. Injunction. In addition to all remedies at law or equity which Tenant or Landlord may have, the provisions of this Article may be enforced by either of them by means of injunction.

Section 6.3. Mortgage Protection. Notwithstanding any provisions of this Lease to the contrary, so long as the holder of any mortgage or deed of trust or its successors or assigns has an interest in the Demised Premises, either as holder of the note secured by a deed of trust or mortgage or as owner of the legal title in the mortgage or by acceptance of a deed or an assignment of lease in lieu of foreclosure, no default in any of the obligations of Landlord shall create a right on the part of the tenant to terminate this Lease and/or a right to any reduction in the rent payable pursuant to this Lease and/or any right to offset against the aforesaid rent by reason of any damages resulting from any such default and/or any cause of action for damages against the aforesaid holder of any mortgage or deed of trust.

ARTICLE VII

Repairs and Alterations

Section 7.1. Tenant shall repair and maintain in good order and condition the Demised Premises, including the outside and inside of exterior walls, roof, foundations, and structural portions of the canopy and structural members and the roof, gutters, and down spouts.

The Tenant agrees, during the term hereof and any extensions, to keep and maintain the interior of the Demised Premises and each and every part thereof, including, without limitation, all utilities, hookups and connections serving the Demises Premises (except as herein otherwise provided), and the exterior and interior portions of all doors, windows, plate glass, showcases, and other things in and about the Demised Premises, in good order, condition, and repair, including, without limitation, all wiring, plumbing, sewage, heating and air conditioning systems, pipes, conduits, and all and any other utility and sprinkler fixtures and equipment within (and without the Demised Premises to the extent that they serve the said Demised Premises), fixtures and interior walls, floors, ceilings, signs, and all interior and exterior building appliances, appurtenances, and similar equipment. The Tenant further covenants and agrees to keep the interior of the Demised Premises at all times in good order, condition, and repair as aforesaid, reasonable wear and tear excepted.

Section 7.2. Repair of Violations. The Tenant agrees that if any federal, state, county, or municipal government or any department or division thereof has or hereafter shall condemn the Demised Premises or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the use, occupation, and construction thereof, except as to any requirements necessitated by any nonretail use of the Demised Premises or any part thereof, or has ordered or required or shall hereafter order or require any building, alteration, or repair thereof or installations therein, except as to any requirements necessitated, by any nonretail use of the Demised Premises or any part thereof, the Tenant will, immediately, at Tenant's own cost and expense, rebuild or make such alterations, installations, and repairs as may be necessary to comply with such laws, orders, or requirements, except for those necessitated by any nonretail use of the Demised Premises or any part thereof. All such rebuilding, altering, installing, and repairing shall be done in accordance with the requirements of any said government, department, or division.

Landlord hereby represents and warrants that, as of the date of this Lease, it has no knowledge of, and should not reasonably be aware of, (i) any fact which may make the Demised Premises unsafe or not in conformity with the laws and regulations relating to the use, occupation and construction thereof or (ii) any building, alteration or repair of the Demised Premises or installations therein ordered or required by any federal, state, county or municipal government or any department or division thereof.

Section 7.3. Tenant Alterations. Tenant shall have the right, at its expense, from time to time, to redecorate the interior of the Demised Premises and to make such nonstructural alterations and changes in such interior parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not injure the safety of the structure of the Demised Premises or diminish its value, and shall be done in a good and workmanlike manner. Tenant may make interior structural alterations and additions to the Demised Premises after receiving written approval of Landlord. Landlord agrees that it shall not withhold such consent unreasonably. Landlord

shall execute and deliver upon request of Tenant such instrument or instruments embodying the approval of Landlord which may be required by any public or quasi-public authority for the purpose of obtaining any license or permit for the making of such alterations, changes and/or additions in, to, or upon such Demised Premises. Tenant shall be responsible for all repairs and/or damages resulting from any such alterations, changes, or installations.

ARTICLE VIII

Tenant's Covenants

Tenant covenants and agrees as follows:

Section 8.1. Rent Payments. To pay when due the said rent, and any and all other charges required to be paid by Tenant hereunder at the times and in the manner aforesaid.

Section 8.2. Licenses and Surrender. To procure any licenses and permits required for any use made of the Demised Premises by the Tenant; and upon the expiration or termination of this Lease, to remove its personal property, goods, and effects and those of all persons claiming under it and to yield up peaceably to Landlord the Demised Premises in good order, repair, and condition in all respects, reasonable wear and tear only excepted.

Section 8.3. Mechanic's Liens. That it shall not do or suffer anything to be done whereby the land and the building of which the Demised Premises are a part may be encumbered by any notice of intention to file or any mechanic's lien or otherwise and shall, whenever and as often as notice of intention to file or any mechanic's lien is filed against such land and/or building purporting to be for labor or materials furnished or to be furnished to Tenant or any of its subtenants, licensees, or concessionaires, discharge same within ten (10) days after the date of filing, by bonding or otherwise. Landlord shall not be liable for any labor or materials which shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the land and building of which the Demised Premises are a part, unless such labor or materials were performed or provided by or on behalf of Landlord. Tenant covenants and agrees to pay promptly when due the entire cost of any work to the Demised Premises, which shall at all times be free of liens for labor and materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims, costs, liabilities, suits, penalties, demands, or damage, including reasonable counsel fees, to any person or property occasioned by or growing out of such work.

Section 8.4. Landlord's Access. To permit Landlord and its agents to examine the Demised Premises at reasonable times, upon reasonable notice, and to show the Demised Premises to prospective purchasers, mortgages, and tenants (in the latter case only during the last six (6) months of the term of the Lease) provided that Landlord shall not thereby interfere with the conduct of Tenant's business; to permit Landlord to enter the Demised Premises to make such repairs, improvements, alterations, or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required by Landlord under the terms of this Lease, provided that such entry shall not unreasonably interfere with the conduct of Tenant's business.

Section 8.5. Compliance with Law and Insurance Requirements. To the extent that they are required solely as a result of the use by Tenant or Tenant's subtenants, licenses, or concessionaires of the Demised Premises, the Tenant shall promptly comply with all laws, ordinances, and lawful orders and regulations affecting the Demised Premises and the cleanliness, safety, occupation, and use of the same, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, Rating Bureaus, and Fire Insurance Companies, organizations, and associations for the prevention of fires, at the Tenant's own cost and expense. The Tenant shall not permit or commit any waste.

Section 8.6. Maintenance and Taxes. In addition to installing those utility hookups required by Tenant in order to connect to the utilities installed by Landlord in rights-of-way adjacent to the Premises, Tenant shall maintain and repair said internal utilities throughout the term or renewal term of this Lease, and shall pay all charges, rates, fees, and assessments for the use of all utilities on the Premises, which apply to the term of the Lease during which Tenant is in possession of the Demised Premises.

In addition to the maintenance of all utilities on the Premises, Tenant shall be responsible for the maintenance of, and Tenant shall provide sufficient containers for deposit and collection of trash and rubbish and shall keep the Premises in a neat and orderly condition at all times. All trash, rubbish, and garbage shall be collected and stored in a sanitary and inoffensive manner, which shall include Tenant's obligation to screen from sight any refuse, garbage, or trash which is awaiting pickup and disposal.

Tenant shall make every effort to not only control the littering of the Premises, but also the littering of adjacent property by Tenant's customers.

Tenant shall also (a) clean off-premises parking adjacent to the Premises and (b) maintain such off-premises parking in the state at the Commencement Date and consistent with past practice, which obligation to clean and maintain shall apply only if such cleaning and maintenance becomes necessary as a result of the actual use of such off-premises parking adjacent to the Premises by Tenant's customers. In addition, Tenant shall clean adjacent rights-of-way of litter and rubbish left by Tenant's customers.

Tenant shall promptly pay and discharge any and all taxes, fire dues, rents, and assessments levied or imposed against the Premises and all improvements and structures erected thereon which accrue during the Tenant's possession of the Demised Premises. Landlord will cause the Premises to be separately assessed in the Jefferson County Tax Assessor's records, so that Tenant will be billed directly as if it were the owner of the Premises.

Tenant, at its own cost and expense, shall have the right to contest or pay under protest any such tax, charge, or assessment, and Tenant shall promptly pay any contested item if nonpayment in any way would jeopardize the Premises or improvements. At Tenant's request, Landlord will contest or pay under protest any such tax, charge, or assessment, but Tenant shall fully reimburse Landlord for any amounts which Landlord has paid, including all costs, fees, attorney's fee and expenses incurred by Landlord.

ARTICLE IX

Indemnity and Public Liability

Section 9.1. **Indemnification.** The Tenant agrees to indemnify and save harmless the Landlord from and against all liability, damage, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone in or about the Demised Premises except for the willful acts of the Landlord, and shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim, or claims. This Section shall not apply if the liability arises from the Landlord's willful failure to perform any covenant under this Lease to be performed by Landlord or if the liability arising from Landlord's gross negligence or wilful misconduct, but nothing herein contained shall be deemed to limit Tenant's obligation to maintain liability insurance for the benefit of Landlord and its designees as herein provided. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney's fees.

Section 9.2. **Liability Insurance.** The Tenant agrees to maintain in full force during the term hereof, a policy of public liability and property damage insurance under which the insurer agrees to indemnify and hold the Landlord and the Landlord's designees harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages referred to in Section 9.1 of this Article IX. Each and such policy may be in blanket form covering other locations of Tenant, as well as the Demised Premises, and shall be in such company as is reasonably approved by Landlord and is at the time authorized by the state of Alabama to issue such policy, which shall be noncancellable with respects to the Landlord and the Landlord's designees without thirty (30) days written notice to Landlord and Landlord's designees no later than five (5) days prior to the expiration of any such policy, and no later than five (5) days prior to the commencement of the term of this Lease. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury or property damage.

Section 9.3. **Common Area Release.** Except as herein otherwise provided including but not limited to Article VI, the Tenant agrees that its use and occupancy of the Demised Premises and its use of all other portions of the common areas (herein defined to mean the parking areas, roadways, malls, means of ingress and egress, and landscaped areas), which it is herein given the right to use, shall be at its own risk and releases, to the full extent permitted by law, the Landlord, and its agents, servants, contractors, and employees, from all claims and demands of every kind resulting from any accident, damage, or injury occurring therein, unless due to the gross negligence or willful acts of the Landlord, its agents, servants, contractors, or employees, or the willful failure of the Landlord to perform any covenant under this Lease to be performed by Landlord. The Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant, unless caused by the gross negligence or willful acts on the part of the Landlord, its respective agents, servants, or employees.

ARTICLE X

Assignment

Section 10.1. Assignment, Subletting. Tenant shall not assign this Lease nor sublet any of the Premises to any person without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Demised Premises, without Landlord's consent, to any affiliate of Tenant to whom the Franchise is transferred.

ARTICLE XI

Fixtures

Section 11.1. All counters, shelving, refrigerating, and other equipment and all other trade and light fixtures installed by or at the expense of Tenant or owned by Tenant, and all other erections, additions, and/or improvements made to, in, or on the Demised Premises by and at the expense of Tenant and susceptible of being removed from the Demised Premises without substantial injury thereto, shall remain the property of Tenant, and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof. Tenant will promptly cause, at Tenant's sole cost and expense, the prompt repair in a good and workmanlike manner, of any injury to the Demised Premises caused by an such removal.

ARTICLE XII

Signs

Section 12.1. Exterior Signs. Tenant shall have the right, at its expense and in conformity with and subject to all applicable laws and ordinances, to erect and thereafter, to replace, if it shall so elect:

(a) Signs on the Demised Premises, and if permitted by all authorities having jurisdiction thereof, on the roof and on the marquee, if any. Tenant's installation of a roof sign, if any, shall be made in such a manner that the rights of the Landlord or any of its assignees thereunder, under any roofing bond then in force, shall not be affected, and in such a manner so as not to overload the roof or any other structural portion of the Demised Premises, and Tenant shall repair all damages caused by such installation or removal;

(b) Illuminated signs at or near the entrances to the parking areas stating "in" and "out;" and

(c) Tenant's usual sign at the perimeter of the Demised Premises.

Section 12.2. Interior Signs. Tenant shall have the further right to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Demised Premises, including, without limitation, flat paper signs in the interior thereof.

ARTICLE XIII

Casualty Insurance

Section 13.1. **Insurance Requirements.** Tenant, at its own cost and expense, shall keep, or cause to be kept, all the Demised Premises, the appurtenances thereto, and equipment and facilities in and upon the Demised Premises and used in connection therewith (apart from the furniture, fixtures, and machinery and trade fixtures, and equipment and merchandise that may be owned by the Tenant or any of its subtenants, concessionaires, or licensees) insured for the benefit of Landlord, the Ground Owner, and the holder of any mortgage covering the Demised Premises or any part thereof (the "Mortgage") as their respective interests may appear during the term of this Lease, against loss or damage by fire and against loss or damage by other reasons as are covered by endorsements commonly known as "extended coverage" to the full extent of the replacement value (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor) but in no event in an amount less than reasonably required by the holder of any Mortgage. Such full replacement value shall be determined at Tenant's expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Landlord, given to Tenant, by the Engineering Department of the insurance company issuing the insurance or determined by application of appropriate construction cost indices reasonably acceptable to Landlord, Landlord's Mortgagee, and Tenant. No omission on the part of the Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article. The Tenant's obligations under the provisions of this Lease to furnish any insurance as is referred to in this Article shall be deemed complied with if such insurance shall be furnished by any subtenant, licensee, or concessionaire for the account and benefit of the Landlord and if such insurance shall otherwise comply with all the requirements of this Lease as to such insurance.

Section 13.2. **Adverse Additional Insurance.** Tenant shall not carry any additional insurance which shall have the effect of reducing the insurance coverage for the benefit of Landlord or the holder of any Mortgage pursuant to provisions of this Article nor of causing Landlord to become of a co-insurer under policies required to be carried by Tenant pursuant to this Article.

Section 13.3. **Premium Payments, Original Policies.** All insurance provided for in this Article shall be effected under valid and enforceable policies (which may cover the Demised Premises and other locations) in form reasonably satisfactory to the Landlord, issued by insurers of recognized responsibility which are licensed to do business under the laws of the United States and the state of Alabama, in which the Demised Premises are located.

Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates for the expiring policies therefor furnished pursuant to this Article, originals of the policies, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord or, at Landlord's request, the original policy shall be delivered to the holder of any Mortgage on the Demised Premises or any part thereof. If the original policies are delivered to other than Landlord, as in this paragraph provided, duplicate originals of such policies or certificates or memoranda thereof shall simultaneously be delivered to Landlord. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations provided that

Tenant shall furnish Landlord or its designees a certificate of insurance that shall comply with all of the other requirements of this Lease with respect to the insurance involved, and such blanket insurance shall be reasonably acceptable to any Mortgagee, and provided further that the certificate of such insurance shall separately state the amount of coverage and other coverage applicable to the Demised Premises.

Section 13.4. Named Insureds. All policies of insurance provided for in this Article shall name Landlord, the Ground Owner, the holder of any Mortgage on the Demised Premises or any part thereof, and, in the event of a sale and leaseback of Tenant's leasehold estate, the lessor under the sale-leaseback lease, as the insureds and, at the request of the Landlord, such policies of insurance shall be payable to any holder of any Mortgage or jointly to Landlord and such Mortgage holder and/or the lessor under any sale-leaseback lease.

Section 13.5. Collection Notice. Each policy or certificates therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord and to the holder of any Mortgage or lessor in any sale-leaseback transaction to whom a loss thereunder may be payable.

Section 13.6. Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to either or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord or Tenant, or anyone for whom Landlord or Tenant may have been responsible. Landlord and Tenant's policies, to the extent not prohibited or violation of such policies, shall include appropriate clauses (a) waiving all rights of subrogation against Landlord or Tenant, as the case may be, with respect to losses payable under such policies, and/or (b) agreeing that such policies shall not be invalidated should the insured waive in writing prior to a loss any and all rights of recovery against any party for losses covered by such policies. The parties agree that their policies shall include such clauses so long as the same shall be obtainable without extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Tenant shall, at Tenant's sole cost and expense, cooperate fully with Landlord in obtaining recovery and will execute any and all consents and other instruments and take any and all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinabove provided, and Landlord and Tenant shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Landlord or Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made pursuant to Landlord or Tenant's insurance as herein provided. Nothing contained in this Lease shall prohibit Tenant's use of reasonable insurance deductibles consistent with sound insurance practices and subject to the approval of the holder of any Mortgage.

ARTICLE XIV

Eminent Domain

Section 14.1. Complete Condemnation. If all the Premises and improvements thereon shall be

taken by any governmental authority through condemnation or the right of eminent domain, or shall be sold in anticipation thereof, or if a portion of the Premises or improvements is so taken or sold and the balance for the premises or improvements is not reasonably suitable for the continuing of Tenant's business, this Lease shall terminate; provided, however, that if such portion of the Premises is so taken or sold so as to otherwise cause the termination of this Lease, and Landlord can provide adjacent land which will enable Tenant, at its option and sole discretion, to continue to conduct its business substantially as it had prior to sale or condemnation, this Lease shall not terminate.

If the portion of the Premises so taken or sold does not prevent Tenant from substantially conducting its business in accordance with this Lease, the Lease shall remain in full force and effect.

Tenant may make claim for damages against the condemning authority for the loss of its structures and improvements or any other damages which it is entitled to claim under Alabama law, but in no event shall Tenant's claim or award diminish the fair market value of Landlord's entire property interest.

ARTICLE XV

Defaults

Section 15.1. Default and Termination. (a) If the Tenant shall default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided, and such default shall continue for more than ten (10) days after the rent is due; or

(b) If the Tenant shall default in the observance of any of the other terms, covenants, and conditions of this Lease, and such default shall continue for more than thirty (30) days after written notice specifying such default, or if this Lease shall pass to or devolve upon one other than Tenant, other than by merger or consolidation, except as herein provided, or if the entire Demised Premises shall be occupied by someone other than the Tenant, its successors, assigns, licensees, or subleases except as herein provided; or

(c) If Tenant shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be by any court adjudicated a bankrupt or take the benefit of any insolvency act or be dissolved pursuant thereto, voluntarily or involuntarily, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings other than bankruptcy proceedings and such appointment, petition for an arrangement or reorganization, if made in proceedings instituted by Tenant shall not be vacated within thirty (30) days after it has been made, or if made in proceedings instituted by other than Tenant shall not be vacated within one hundred twenty (120) days after it has been made (provided further that during said respective periods of thirty (30) days and one hundred twenty (120) days, all the covenants of this Lease to be performed by Tenant, including the payment of rent, shall continue to be performed).

(d) If Landlord is subject to liability to Burger King Corporation ("BKC") pursuant to Section 5 of that certain Conditional to Assignment of Franchise Agreements and Leases dated March __, 1999 by and between BKC, Landlord, Tenant, Greg W. Gilbert, Arnold P. Whitmore

and Harold W. Patrick (the "Conditional Consent") for a failure by Tenant to pay and/or perform, (a "Default"), or if Landlord is subject to liability to BKC or the Lessor under the Assignment and Assumption of Lease Agreement and Consent to Assignment ("Assignment") dated March ____, 1999, by and between Montclair Restaurants, Inc., Greg Gilbert, Pride Restaurants, LLC, Arnold Whitmore, Harold W. Patrick and Madrus Realty Company Inc., for failure of Tenant to pay and/or perform any obligation under or pursuant to the Assignment or underlying Lease, Landlord, at its sole discretion, have the right, upon the expiration of the thirty (30) days after Landlord notifies Tenant in writing of the default and the default remains uncured, then for the duration of the Franchise Agreement and Lease relating to the Burger King restaurant subject to such default, shall have the option to assume all rights and obligations of Tenant under any agreement with BKC relating to the Burger King restaurant subject to such Default and to retain for Landlord's own use and benefit, all proceeds, profits and margins derived from the operation or sale of such Burger King restaurant. Landlord shall give prompt written notice to Tenant of any exercise of Landlord's right outlined in the immediately preceding sentence.

Upon assuming the said rights of the Tenant to operate the Burger King restaurant, Landlord shall have each and every right previously held by Tenant or its assigns under the said Franchise Agreement and/or Lease, including the right to retain all proceeds and/or profits from the operation and/or sale of the Burger King Restaurant and underlying Franchise Agreement, it being understood by the parties that the granting of this right to Landlord is necessary to protect Landlord because of the requirement by BKC that Landlord shall remain liable under the Franchise Agreement and Leases.

Nothing in this paragraph (d) shall be construed as a breach or default under any BKC agreement. Landlord agrees to honor any arrangement between BKC and Tenant relating to a Default, except nothing in this sentence shall relieve Tenant of its obligation to pay rent when due.

Then, upon the happening of any one or more of the above or other defaults, Landlord shall have the right, at its option, to either declare this Lease and the term hereof, upon a date specified in a notice, by registered or certified mail from the Landlord to the Tenant, to wholly cease and terminate with the same force and effect if ceased on the date of the expiration of the original term of this Lease. Alternatively Landlord may reenter said Demised Premises either by force or otherwise, and of the same have the possession as of its former estate, and/or may recover possession thereof in the manner prescribed by the statute relating to summary proceedings, or similar statutes (but Tenant shall remain liable to Landlord as hereinafter provided) it being understood that no demand for the rent and reentry for condition broken and no notice to quit possession or other notice prescribed by statute shall be necessary to enable the Landlord to recover such possession, but that all rights to any such demand any such reentry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant.

Section 15.2. Cure of Default. The failure of the Tenant to observe any term, covenant, or condition of the Lease other than the payment of rent shall not be deemed a default so long as Tenant, after receiving any notice as specified herein, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the curing of such default within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by facts or circumstances beyond its control.

Section 15.3. Reletting Deficiency. In case of such reentry, termination of lease, and/or dispossession by summary proceedings or otherwise,

(a) All rent due through the end of this Lease shall become due thereupon and be paid upon such reentry, dispossession, and/or termination of lease, together with such reasonable expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or putting the Demised Premises in such condition as the Tenant under the provisions hereof is required to maintain, or for preparing the same for rental;

(b) Landlord may relet the Demised Premises or any part of parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concession or free rent if reasonably required; and

(c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to perform, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages there shall be added to the said deficiency such expenses, attorneys' fees, brokerage and for keeping the Demised Premises in the condition as the Tenant under the provisions of this Lease is required to maintain or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alterations, repairs, replacements, and/or decorations in the Demised Premises as Landlord in Landlord's reasonable judgement considers advisable and necessary for the purpose of reletting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall not be obligated to relet the Demised Premises; provided however, that if Tenant presents to Landlord (or Landlord is approached by) a potential successor tenant willing and able to lease the Demised Premises, and such potential successor tenant and the terms of the reletting would be acceptable to a reasonable landlord under comparable circumstances, and Landlord refuses to relet the Demised Premises to such potential successor tenant, Tenant shall be released from all its obligations hereunder.

ARTICLE XVI

Miscellaneous Provisions

Section 16.1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease and the lien hereof as to the lien of any present or future first Mortgage, provided that the holder of any such Mortgage shall enter into a written agreement with Tenant to the effect that:

(a) In the event of foreclosure or other action taken under the Mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue

in full force and effect so long as Tenant shall not be in default hereunder so as to permit Landlord to terminate this Lease; and

(b) Such holder shall permit insurance proceeds to be used for any restoration and repair required by the provisions of this Lease; and

(c) Such holder will agree that in the event it or any successor or assign shall be in possession of the Demised Premises, that so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such Mortgagee will perform all obligations of Landlord required to be performed under this Lease.

Section 16.2. Cure of Default, Reimbursement. If Landlord or Tenant shall default in the performance or observance of any agreement, condition, or other provision contained in this Lease, on its part to be performed or observed, and shall not cure such default within the notice or time period provided for under the applicable provisions of this Lease, and in any case where no such notice in writing is required to be given from the other party specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), either party may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account for the defaulting party, and the defaulting party shall reimburse the other for any amount paid and any expense or contractual liability so incurred, and Tenant may deduct any such amount due it from rental payments next thereafter accruing, provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided, however, that Landlord or Tenant may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to the other party if it is necessary to protect the real estate or their perspective interests therein or to prevent injury or damage to persons or property.

Section 16.3. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants, and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy, and enjoy the Demised Premises and the common facilities of the Demised Premises without hindrance or molestation; but it is understood and agreed that this covenant, and any and all other covenants of the Landlord herein contained, shall be binding upon the Landlord and its successors or assign to the interest of the Landlord shall assume the obligations of the Landlord under this Lease from and after the date of the acquisition of Landlord's interest by such successor or assign. The aggregate personal liability of Landlord, and its successors and assigns, under the provisions of this Section and under all other provisions of this Lease, shall be limited to its equity in the premises of which the Demised Premises form a part. This limitation shall run in favor of the members of Landlord as individuals or either of them, who shall succeed to the interests of Landlord after its liquidation and dissolution and to their heirs, representatives, successors, and assigns.

Section 16.4. Landlord's Title. Tenant understands and acknowledges that Landlord is the owner of the fee interest in the Demised Premises. Tenant further acknowledges and agrees that it has

examined the Landlord's title and is fully familiar therewith. Tenant further acknowledges and represents that it is entering into this Lease with full knowledge of the state and condition of the fee interest of the Landlord that would be discovered in a title search. Landlord represents and warrants to Tenant that it has full right and authority to enter into this Ground Lease for the full term thereof and to perform Landlord's obligations under this Lease for the full term hereof and all extensions herein provided, but subject, however, to such exceptions and other title defects as would be discovered in a title search.

Section 16.5. Lease Termination. Upon the expiration or termination of this Lease, Tenant shall remove all personal property of Tenant, but shall not, however, remove any permanent improvements. If Tenant fails to remove its personal property, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant agrees to pay all reasonably necessary costs and expenses thereby incurred. Any personal property not removed by the Tenant within sixty (60) days following termination of this Lease shall be deemed abandoned by the Tenant, and Landlord may dispose of same as it sees fit. If, as the sole result of the removal of the Tenant's personal property by Tenant or on its behalf, any portion of the Demised Premises or of the building of which they are a part are damaged, the Tenant shall pay to the Landlord the reasonable cost of repairing such damages unless due to negligence of Landlord, its agents, servants, employees, and contractors. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. In the event the Tenant shall continue in occupancy of the Demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the term of this Lease, but Tenant, at the option of the Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month to month upon the covenants, provisions, and conditions, herein contained insofar as the same are applicable to a month-to-month tenancy at the rental in effect during the last lease year of the term, prorated for the period of such occupancy.

Section 16.6. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provisions. If any action by either party shall require the consent or approval of such action on any one occasion, the waiver or lack of consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and none of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 16.7. Disputes. It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest," and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under

the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest," and the performance of such work shall in no event be regarded as voluntary performance, and there shall survive the right on the part of said party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease, and the amount so paid by the Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 16.8. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by sending the same by Federal Express, next day delivery, and any such notice or other communication shall be deemed to have been given when received or refused by the party to whom such notice or other communications shall be addressed. If intended for Landlord, the same shall be mailed to Suite 100, 3601 Lorna Ridge Drive, Hoover, Alabama with copy to David P. Whiteside, Jr. at 500 Farley Building, 1929 Third Avenue North, Birmingham, AL 35203, or at such other address as Landlord may hereafter designate by notice to Tenant; and if intended for Tenant, the same shall be mailed to Pride Restaurants, LLC, 110 Twelfth Street North Birmingham, Alabama with copy to Channing D. Johnson, Akin, Gump et al., 2029 Century Park East, Suite 2600, Los Angeles, California 90067, or at such other address or addresses as Tenant may hereafter designate by notice to Landlord. All notices of default shall specify the nature of any such default.

Section 16.9. Invalidity of Provisions. If any term or provision of this Lease or the application hereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.10. Captions and Definitions. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms of provisions of this Lease.

Wherever the word "building" is used in this Lease, it is intended that the same shall include any building or buildings, structure or structures, which are now or which may hereafter be erected on the Demised Premises or on the premises of which the Demised Premises may be a part.

Section 16.11. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 16.12. Force Majeure. It is further understood and agreed that with respect to any services to be furnished or repairs to be performed by either party during the term of this Lease, the party required so to furnish or perform the same shall in no event be liable for failure so to do when prevented by any cause beyond the reasonable control of such party such as strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or

inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or its servants, agents, employees, or any assignee, sublease, or successor in interest to such other party. The time within which such services shall be performed or services rendered shall be extended for a period of time equivalent to the delay from such cause. The payment of rent shall not be considered a service under this section.

Section 16.13. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that they shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant; Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

(a) Tenant agrees to pay Landlord's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Landlord be at law or in equity.

(b) Landlord agrees to pay Tenant's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Tenant be at law or in equity.

Section 16.14. Taxes and Utility Expenses. (a)(1) Tenant shall during the term of this Lease pay and discharge punctually, as and when the same shall become due and payable, prior to the imposition of any penalty, all taxes, including special, area, and general assessments, water rents, rates, and charges of every kind and nature whatsoever, extraordinary as well as ordinary ("Taxes"), and each and every installment which shall or may during the term of this Lease accrue and be charged, levied, laid, assessed, imposed, and shall become due and payable, or liens upon or for or with respect to the Demised Premises, or any part thereof, or any buildings, appurtenances, or equipment thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules, or regulations of the federal, state, county, town, and city governments and of all other governmental authorities whatsoever (all of which shall be included in the term "Taxes" as heretofore defined) and all water rents, rates, and charges, sewer rents and charges for water, steam, heat, gas, hot water, electricity, light, and power, and other service or services, furnished to the Demised Premises or the occupants during the term of the Lease ("Utility Expenses").

(2) To the extent that the same may be permitted by law, Tenant shall have the right to pay any assessment for improvements assessed during the term of this Lease in annual installments, and Tenant shall pay and discharge punctually said installments as they shall become due and payable during this term of this Lease.

(3) Tenant shall be deemed to have complied with the foregoing provisions if payment of Taxes is made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Demised Premises, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same, in writing.

(4) Taxes due and payable in the year in which this lease shall commence and terminate, and whether or not the same have become liens upon the Demised Premises, shall be apportioned at the date that such taxes shall be determined.

(b) (1) Tenant shall have the right to contest or review all such Taxes by legal proceedings or in such other manner as it may deem suitable (which, if instituted, Tenant shall conduct promptly as its own cost and expense, and free of any expense to landlord, and, if necessary in the name of and with the cooperation of Landlord, and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly make any payment of Taxes as are required but under protest.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees, or orders.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant to the extent that Tenant shall have originally paid such Taxes. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application, individually (if legally required), or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Tenant shall at any time, and from time to time, designate; provided, however, that the foregoing shall not relieve Tenant of its obligations to pay Taxes and assessments as required hereunder.

(d) Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, or profit taxes that are or may be imposed upon Landlord, its successors or assigns.

Section 16.15. Estoppel Certificate. Each party agrees at any time, and from time to time, upon no less than ten (10) days' prior request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and, if such is the fact, in full force and effect (or, if there have been modifications, stating the modifications, and if such is the fact, that the Lease as modified is in full force and effect), and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defense being claimed and dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of Landlord's interest in the Demised Premises or any prospective holder of a Mortgage or by any other properly interested party. The execution, acknowledgment, and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging, or delivering the same as against the other party hereto or as against any other person, firm or corporation, and such statement may contain a reservation that such statement may contain a reservation that such claim or right of action is not waived or released thereby.

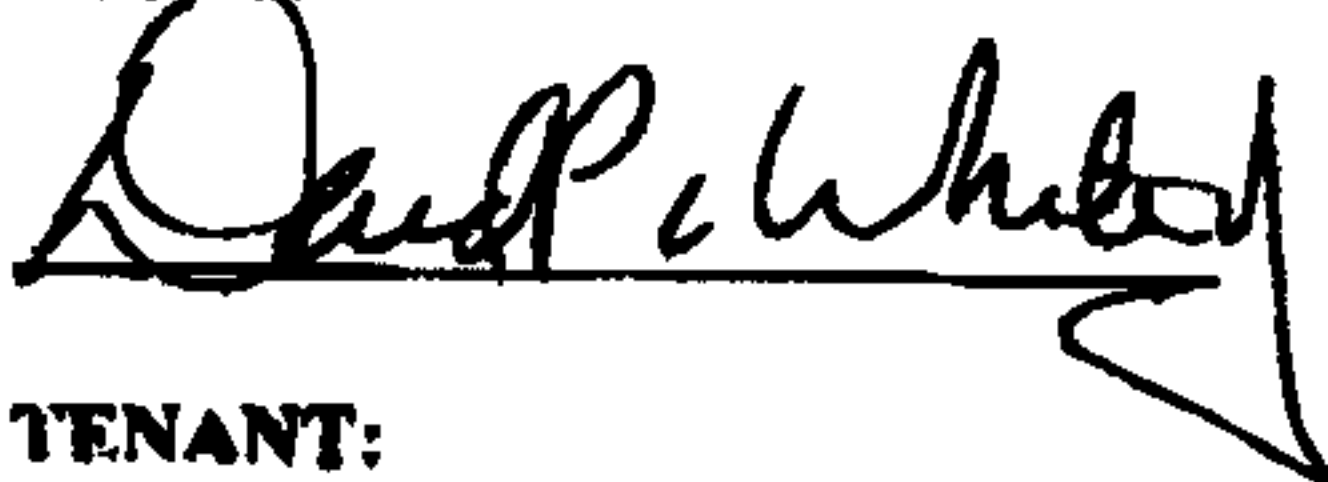
Section 16.16. Mitigation of Damages. Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease agreement committed by the other.

Section 16.17. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Alabama, as the same may, from time to time exist.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

LANDLORD:

ATTEST:



TENANT:

ATTEST:



MONTCLAIR RESTAURANTS, INC.

By


Its President

PRIDE RESTAURANTS, I.L.C.

By


Its Managing Owner

**REPLACEMENT FRANCHISE
ADDENDUM
Burger King® Restaurant # 4431**

This Replacement Addendum is made as of the 31 day of March, 1999, by and between BURGER KING CORPORATION, a Florida corporation ("BKC") and PRIDE RESTAURANTS, LLC, a Delaware limited liability company ("Franchisee"). This Addendum is part of the franchise agreement entered into by parties on the same date (the "Franchise Agreement") under which FRANCHISEE is licensed to own and operate the Burger King® Restaurant referred to as BK# 4431 (the "Franchised Restaurant"). The Franchise Agreement replaces and supersedes a Franchise Agreement that was previously in effect for the Franchise Restaurant and is for a term equal to the unexpired term of the previously effective Franchise Agreement.

1. FRANCHISE GRANT: TERM AND LOCATION

This paragraph replaces Paragraph 1 of the Franchise Agreement.

BKC grants to FRANCHISEE and FRANCHISEE accepts a franchise to use the Burger King System and the Burger King Marks only in the operation of a Burger King Restaurant at 1555 Montgomery Highway, Hoover, Alabama more fully described in Exhibit "A" (the "Franchised Restaurant"), (the term "Franchised Restaurant" includes the real estate described on Exhibit "A" (the "Premises") and the restaurant "Building" and all other "Improvements" constructed thereon wherever the context permits or requires). The term of this Agreement (the "Term") commences on March 31, 1999 (the "Commencement Date") and shall expire on March 30, 2005, unless sooner terminated in accordance with the provisions of this Agreement. FRANCHISEE agrees to operate the Franchised Restaurant at the specified location for the entire Term. FRANCHISEE accepts this Franchise with the full and complete understanding that the franchise grant contains no promise or assurance of renewal. The sole and entire conditions under which FRANCHISEE will have the opportunity of obtaining a Successor Burger King Restaurant Franchise Agreement at expiration are those set forth in Paragraph 17. This franchise is for the specified location only and does not in any way grant or imply any area, market, or territorial rights proprietary to FRANCHISEE. *

2. FRANCHISE FEE: INITIAL OBLIGATIONS

No initial franchise fee is payable by FRANCHISEE in connection with the execution of the Franchise Agreement, notwithstanding any contrary provisions of Section 2 of the Franchise Agreement. FRANCHISEE acknowledges and agrees that BKC has fully performed all of its contractual obligations in connection with the development and opening of the Franchised Restaurant. These include, but are not limited to, the furnishing of standard building plans as appropriate, a pre-opening training program, pre-opening and opening supervision and assistance at the Restaurant, and assistance for the opening promotion program, and the loaning to FRANCHISEE a copy of the MOD Manual. FRANCHISEE acknowledges that BKC has no further obligation under the Franchise Agreement to perform such obligations, notwithstanding any contrary provisions of Section 6 of the Franchise Agreement.

The following provisions will be included as applicable.

3. REPAIR AND MAINTENANCE.

FRANCHISEE shall complete all required remodeling and repairs to bring the Franchised Restaurant into compliance with BKC's current repair and maintenance standards within six months of the commencement date in accordance with a scope of work attached as Exhibit "C".

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FRANCHISEE shall provide to BKC, during the one-year period beginning on March 31, 2001 such evidence as BKC deems satisfactory, in BKC'S reasonable discretion, that the Franchised Restaurant is in good condition and repair and that the Franchised Restaurant is in full compliance with BKC's then-current repair and maintenance standards for Burger King Restaurants. FRANCHISEE's obligation under this Paragraph supersede the requirement in subparagraph 1 of Paragraph 5.B of the Franchise Agreement that FRANCHISEE furnish such evidence to BKC during the seventh and seventeenth years of the Term.

Any breach of Paragraph 3 shall constitute a material default under the Franchise Agreement for the Restaurant.

4. CURRENT IMAGE.

FRANCHISEE shall upgrade the exterior lighting at the Franchised Restaurant to bring the Franchise Restaurant into compliance with BKC's "Current Image" requirements for exterior lighting within six months of the commencement date.

During the one-year period beginning on March 31, 2001, FRANCHISEE shall remodel, improve and alter the exterior of the Franchised Restaurant to conform with the Current Image in effect on March 31, 2001. FRANCHISEE's obligations under this Paragraph supersedes the requirements in subparagraph 2 of Paragraph 5.B of the Franchise Agreement that FRANCHISEE conform the Franchised Restaurant to the specified Current Image during the tenth year of the Term.

Any breach of Paragraph 4 shall constitute a material default under the Franchise Agreement for the Restaurant.

This Addendum is hereby executed by the parties effective on the date indicated on the first page of this Agreement.

BURGER KING CORPORATION

By: *Maureen Henderson*
Lead Development Associate

Attest: *Charles Ireland*
Development Associate

WITNESSES:

Cerrick W. Kelly
Kristina N. Whitmore

FRANCHISEE:
PRIDE RESTAURANTS, LLC,
a Delaware limited liability company

By: *[Signature]*
Arnold P. Whitmore, Managing Owner

Attest: *[Signature]*

97REPLAD/REPL#4431

STATE OF ALABAMA)

SHELBY COUNTY)

LEASE

AGREEMENT OF LEASE made the 31 day of March, 1999, between Montclair Restaurants, Inc., 3601 Loma Ridge Drive, Hoover, Alabama ("Landlord"), and Pride Restaurants, L.L.C., a Delaware limited liability company, having offices in Birmingham, Alabama ("Tenant").

ARTICLE I

Demised Premises

Section 1.1. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, leases to Tenant, and Tenant does lease and take from Landlord, certain premises (hereinafter "Demised Premises") used in connection with Burger King Franchise # 5490 and situated in Shelby County, Alabama, being the real estate described as Lot 4, Cahaba Park South as recorded in Map Book 9 at Page 164 in the Office of the Judge of Probate of Shelby County, Alabama.

ARTICLE II

Term of Lease; Inspection

Section 2.1. Term. The term of this lease shall begin on March 31, 1999, (the "Commencement Date"), and shall end upon expiration or termination of that certain Franchise Agreement between Burger King Corporation and Tenant dated as of March 31, 1999 unless extended, as provided in Article III.

The "First Lease Year" of the term shall be from the Commencement Date to the 31st day of December immediately subsequent to the Commencement Date.

Each lease year thereafter, except the last (partial) lease year, shall run for a period of twelve (12) consecutive calendar months from the day after expiration of the First Lease Year or preceding lease year, as the case may be.

Section 2.2. Recordable Memorandum. Promptly after the execution hereof, Landlord and Tenant shall execute instruments in recordable form, setting forth a description of the Demised Premises, the term of this lease, rights of extension, if any, and such other information, excepting the rent reserved hereunder, as either party may reasonably request. Such recordable instrument may be recorded by either party hereto, and the party so recording such instrument shall pay the full recording fee therefor.

Section 2.3. Condition of Premises. Tenant acknowledges that it has inspected the Demised Premises and is fully satisfied with the physical condition thereof and agrees to accept the same in its present "as is" condition. Except for the representations and warranties contained in this Lease, the Landlord or any representative of Landlord has not made any warranties or representations upon which Tenant relies with respect to the physical condition of the Demised Premises, except that Landlord holds fee simple title to the Demised Premises, subject to any outstanding mineral and mining rights and easements of record which the Tenant has examined and determined not material to its use of said Premises.

ARTICLE III

Option to Extend

Section 3.1. Tenant shall have the option, at the expiration of the original term, to extend the original term of this Lease for the life of the Burger King franchise covering the operation of a fast-food restaurant on the Demised Premises, together with any renewal of said franchise, but in no event longer than twenty (20) years beyond the expiration of the original lease term.

Such option to extend shall be exercised by written notice to Landlord at least twelve (12) months prior to the expiration of said original term or any extension thereof as the case may be, provided, however, if Tenant has not been granted a renewal of the Franchise at such time, Tenant's option to extend shall be exercised by written notice to Landlord promptly upon grant of such renewal. Upon the giving of such notice this Lease shall be extended or further extended.

ARTICLE IV

Rent

Section 4.1. For a period of seven years beginning on the Commencement Date, Tenant agrees to pay Landlord, at such place or places as Landlord may, by notice in writing to Tenant from time to time direct, rent at the yearly rate of Forty-Eight Thousand Dollars (\$48,000.00) payable on the first day of each month commencing on the first day of the first month following the Commencement Date in equal monthly installments of Four Thousand Dollars (\$4,000.00) each calendar month during the term hereof, and pro rata for the fraction of any month, except that in the first rent payment, Tenant shall also pay rent at said rate for any portion of the preceding calendar month during which the Lease is in effect.

Section 4.2. On the date which seven years following the Commencement Date (the "Adjustment Date"), the monthly rent set forth in Section 4.1 shall be increased to Five Thousand Dollars (\$5,000). In addition, on the Adjustment Date and on each of the fifth, tenth and fifteenth anniversary of the Adjustment Date, the monthly rent payable by Tenant shall be adjusted by the change, if any, from the Base Month in the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers for the Birmingham, Alabama metropolitan area ("CPI"; 1982-1984 = 100). The "Base Month" for purposes of calculating the rent increase on the Adjustment Date and the fifth, tenth and fifteenth anniversary thereof shall be March of the years 2005, 2010, 2015, and 2020, respectively. The new monthly rent shall be calculated by multiplying the then current rent amount by a fraction, the numerator of which shall be the CPI of the calendar

month two months prior to the Adjustment Date (or the fifth, tenth and fifteenth anniversary thereof, as applicable), and the denominator of which shall be the CPI of the Base Month.

Section 4.3. Landlord and Tenant expressly agree that time is of the essence in the payment of all rent.

ARTICLE V

Utilities

Section 5.1. Utilities. Landlord represents that sewer facilities and utility facilities are located in rights-of-way adjacent to the Premises (including but not limiting the same to water, electric current, and gas). Tenant shall, as herein elsewhere provided for, be obligated to maintain all such facilities on the Premises and shall pay all charges, rates, fees, and assessments for the use of all utilities, including but not limited to tax fees, impact fees, permit fees, CERCLA fines, and fire dues.

ARTICLE VI

Use

Section 6.1. Use. Tenant may use the Demised Premises for any and all lawful purposes and specifically as a Burger King restaurant. Tenant shall pay for and erect or construct, at Tenant's own cost and expense, any and all future improvements on the Demised Premises, such as parking areas or other improvements, including any improvements required by Burger King Corporation. Tenant shall obtain Landlord's approval, subject to Article XII, of any sign it intends to erect, which approval shall not be unreasonably withheld.

Tenant shall not use the Demised Properties for any purpose or purposes other than the erection and operation of a Burger King restaurant without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Section 6.2. Injunction. In addition to all remedies at law or equity which Tenant or Landlord may have, the provisions of this Article may be enforced by either of them by means of injunction.

Section 6.3. Mortgage Protection. Notwithstanding any provisions of this Lease to the contrary, so long as the holder of any mortgage or deed of trust or its successors or assigns has an interest in the Demised Premises, either as holder of the note secured by a deed of trust or mortgage or as owner of the legal title in the mortgage or by acceptance of a deed or an assignment of lease in lieu of foreclosure, no default in any of the obligations of Landlord shall create a right on the part of the tenant to terminate this Lease and/or a right to any reduction in the rent payable pursuant to this Lease and/or any right to offset against the aforesaid rent by reason of any damages resulting from any such default and/or any cause of action for damages against the aforesaid holder of any mortgage or deed of trust.

ARTICLE VII

Repairs and Alterations

Section 7.1. Tenant shall repair and maintain in good order and condition the Demised Premises, including the outside and inside of exterior walls, roof, foundations, and structural portions of the canopy and structural members and the roof, gutters, and down spouts.

The Tenant agrees, during the term hereof and any extensions, to keep and maintain the interior of the Demised Premises and each and every part thereof, including, without limitation, all utilities, hookups and connections serving the Demises Premises (except as herein otherwise provided), and the exterior and interior portions of all doors, windows, plate glass, showcases, and other things in and about the Demised Premises, in good order, condition, and repair, including, without limitation, all wiring, plumbing, sewage, heating and air conditioning systems, pipes, conduits, and all and any other utility and sprinkler fixtures and equipment within (and without the Demised Premises to the extent that they serve the said Demised Premises), fixtures and interior walls, floors, ceilings, signs, and all interior and exterior building appliances, appurtenances, and similar equipment. The Tenant further covenants and agrees to keep the interior of the Demised Premises at all times in good order, condition, and repair as aforesaid, reasonable wear and tear excepted.

Section 7.2. Repair of Violations. The Tenant agrees that if any federal, state, county, or municipal government or any department or division thereof has or hereafter shall condemn the Demised Premises or any part thereof as unsafe or as not in conformity with the laws and regulations relating to the use, occupation, and construction thereof, except as to any requirements necessitated by any nonretail use of the Demised Premises or any part thereof, or has ordered or required or shall hereafter order or require any building, alteration, or repair thereof or installations therein, except as to any requirements necessitated, by any nonretail use of the Demised Premises or any part thereof, the Tenant will, immediately, at Tenant's own cost and expense, rebuild or make such alterations, installations, and repairs as may be necessary to comply with such laws, orders, or requirements, except for those necessitated by any nonretail use of the Demised Premises or any part thereof. All such rebuilding, altering, installing, and repairing shall be done in accordance with the requirements of any said government, department, or division.

Landlord hereby represents and warrants that, as of the date of this Lease, it has no knowledge of, and should not reasonably be aware of, (i) any fact which may make the Demised Premises unsafe or not in conformity with the laws and regulations relating to the use, occupation and construction thereof or (ii) any building, alteration or repair of the Demised Premises or installations therein ordered or required by any federal, state, county or municipal government or any department or division thereof.

Section 7.3. Tenant Alterations. Tenant shall have the right, at its expense, from time to time, to redecorate the interior of the Demised Premises and to make such nonstructural alterations and changes in such interior parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall not injure the safety of the structure of the Demised Premises or diminish its value, and shall be done in a good and workmanlike manner. Tenant may make interior structural alterations and additions to the Demised Premises after receiving written approval of Landlord. Landlord agrees that it shall not withhold such consent unreasonably. Landlord shall execute and deliver upon request of Tenant such instrument or instruments embodying the approval of Landlord which may be required by any public or quasi-public authority for the purpose of

obtaining any license or permit for the making of such alterations, changes and/or additions in, to, or upon such Demised Premises. Tenant shall be responsible for all repairs and/or damages resulting from any such alterations, changes, or installations.

ARTICLE VIII

Tenant's Covenants

Tenant covenants and agrees as follows:

Section 8.1. Rent Payments. To pay when due the said rent, and any and all other charges required to be paid by Tenant hereunder at the times and in the manner aforesaid.

Section 8.2. Licenses and Surrender. To procure any licenses and permits required for any use made of the Demised Premises by the Tenant; and upon the expiration or termination of this Lease, to remove its personal property, goods, and effects and those of all persons claiming under it and to yield up peaceably to Landlord the Demised Premises in good order, repair, and condition in all respects, reasonable wear and tear only excepted.

Section 8.3. Mechanic's Liens. That it shall not do or suffer anything to be done whereby the land and the building of which the Demised Premises are a part may be encumbered by any notice of intention to file or any mechanic's lien or otherwise and shall, whenever and as often as notice of intention to file or any mechanic's lien is filed against such land and/or building purporting to be for labor or materials furnished or to be furnished to Tenant or any of its subtenants, licensees, or concessionaires, discharge same within ten (10) days after the date of filing, by bonding or otherwise. Landlord shall not be liable for any labor or materials which shall attach to or affect the reversionary or other estate or interest of the Landlord in and to the land and building of which the Demised Premises are a part, unless such labor or materials were performed or provided by or on behalf of Landlord. Tenant covenants and agrees to pay promptly when due the entire cost of any work to the Demised Premises, which shall at all times be free of liens for labor and materials of good quality and complying with all governmental requirements; and to save Landlord harmless and indemnified from all injury, loss, claims, costs, liabilities, suits, penalties, demands, or damage, including reasonable counsel fees, to any person or property occasioned by or growing out of such work.

Section 8.4. Landlord's Access. To permit Landlord and its agents to examine the Demised Premises at reasonable times, upon reasonable notice, and to show the Demised Premises to prospective purchasers, mortgages, and tenants (in the latter case only during the last six (6) months of the term of the Lease) provided that Landlord shall not thereby interfere with the conduct of Tenant's business; to permit Landlord to enter the Demised Premises to make such repairs, improvements, alterations, or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required by Landlord under the terms of this Lease, provided that such entry shall not unreasonably interfere with the conduct of Tenant's business.

Section 8.5. Compliance with Law and Insurance Requirements. To the extent that they are required solely as a result of the use by Tenant or Tenant's subtenants, licensees, or concessionaires of

the Demised Premises, the Tenant shall promptly comply with all laws, ordinances, and lawful orders and regulations affecting the Demised Premises and the cleanliness, safety, occupation, and use of the same, and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, Rating Bureaus, and Fire Insurance Companies, organizations, and associations for the prevention of fires, at the Tenant's own cost and expense. The Tenant shall not permit or commit any waste.

Section 8.6. Maintenance and Taxes. In addition to installing those utility hookups required by Tenant in order to connect to the utilities installed by Landlord in rights-of-way adjacent to the Premises, Tenant shall maintain and repair said internal utilities throughout the term or renewal term of this Lease, and shall pay all charges, rates, fees, and assessments for the use of all utilities on the Premises, which apply to the term of the Lease during which Tenant is in possession of the Demised Premises.

In addition to the maintenance of all utilities on the Premises, Tenant shall be responsible for the maintenance of, and Tenant shall provide sufficient containers for deposit and collection of trash and rubbish and shall keep the Premises in a neat and orderly condition at all times. All trash, rubbish, and garbage shall be collected and stored in a sanitary and inoffensive manner, which shall include Tenant's obligation to screen from sight any refuse, garbage, or trash which is awaiting pickup and disposal.

Tenant shall make every effort to not only control the littering of the Premises, but also the littering of adjacent property by Tenant's customers.

Tenant shall also (a) clean off-premises parking adjacent to the Premises and (b) maintain such off-premises parking in the state at the Commencement Date and consistent with past practice, which obligation to clean and maintain shall apply only if such cleaning and maintenance becomes necessary as a result of the actual use of such off-premises parking adjacent to the Premises by Tenant's customers. In addition, Tenant shall clean adjacent rights-of-way of litter and rubbish left by Tenant's customers.

Tenant shall promptly pay and discharge any and all taxes, fire dues, rents, and assessments levied or imposed against the Premises and all improvements and structures erected thereon which accrue during the Tenant's possession of the Demised Premises. Landlord will cause the Premises to be separately assessed in the Jefferson County Tax Assessor's records, so that Tenant will be billed directly as if it were the owner of the Premises.

Tenant, at its own cost and expense, shall have the right to contest or pay under protest any such tax, charge, or assessment, and Tenant shall promptly pay any contested item if nonpayment in any way would jeopardize the Premises or improvements. At Tenant's request, Landlord will contest or pay under protest any such tax, charge, or assessment, but Tenant shall fully reimburse Landlord for any amounts which Landlord has paid, including all costs, fees, attorney's fee and expenses incurred by Landlord.

ARTICLE IX

Indemnity and Public Liability

Section 9.1. **Indemnification**. The Tenant agrees to indemnify and save harmless the Landlord from and against all liability, damage, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone in or about the Demised Premises except for the willful acts of the Landlord, and shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim, or claims. This Section shall not apply if the liability arises from the Landlord's willful failure to perform any covenant under this Lease to be performed by Landlord or if the liability arising from Landlord's gross negligence or wilful misconduct, but nothing herein contained shall be deemed to limit Tenant's obligation to maintain liability insurance for the benefit of Landlord and its designees as herein provided. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorney's fees.

Section 9.2. **Liability Insurance**. The Tenant agrees to maintain in full force during the term hereof, a policy of public liability and property damage insurance under which the insurer agrees to indemnify and hold the Landlord and the Landlord's designees harmless from and against all cost, expense, and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages referred to in Section 9.1 of this Article IX. Each and such policy may be in blanket form covering other locations of Tenant, as well as the Demised Premises, and shall be in such company as is reasonably approved by Landlord and is at the time authorized by the state of Alabama to issue such policy, which shall be noncancellable with respects to the Landlord and the Landlord's designees without thirty (30) days written notice to Landlord and Landlord's designees no later than five (5) days prior to the expiration of any such policy, and no later than five (5) days prior to the commencement of the term of this Lease. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) combined single limit, each occurrence, for bodily injury or property damage.

Section 9.3. **Common Area Release**. Except as herein otherwise provided including but not limited to Article VI, the Tenant agrees that its use and occupancy of the Demised Premises and its use of all other portions of the common areas (herein defined to mean the parking areas, roadways, malls, means of ingress and egress, and landscaped areas), which it is herein given the right to use, shall be at its own risk and releases, to the full extent permitted by law, the Landlord, and its agents, servants, contractors, and employees, from all claims and demands of every kind resulting from any accident, damage, or injury occurring therein, unless due to the gross negligence or willful acts of the Landlord, its agents, servants, contractors, or employees, or the willful failure of the Landlord to perform any covenant under this Lease to be performed by Landlord. The Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant, unless caused by the gross negligence or willful acts on the part of the Landlord, its respective agents, servants, or employees.

ARTICLE X

Assignment

Section 10.1. Assignment, Subletting. Tenant shall not assign this Lease nor sublet any of the Premises to any person without the prior written consent of Landlord. Notwithstanding the foregoing, Tenant may assign this Lease or sublet the Demised Premises, without Landlord's consent, to any affiliate of Tenant to whom the Franchise is transferred.

ARTICLE XI

Fixtures

Section 11.1. All counters, shelving, refrigerating, and other equipment and all other trade and light fixtures installed by or at the expense of Tenant or owned by Tenant, and all other erections, additions, and/or improvements made to, in, or on the Demised Premises by and at the expense of Tenant and susceptible of being removed from the Demised Premises without substantial injury thereto, shall remain the property of Tenant, and Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof. Tenant will promptly cause, at Tenant's sole cost and expense, the prompt repair in a good and workmanlike manner, of any injury to the Demised Premises caused by an such removal.

ARTICLE XII

Signs

Section 12.1. Exterior Signs. Tenant shall have the right, at its expense and in conformity with and subject to all applicable laws and ordinances, to erect and thereafter, to replace, if it shall so elect:

(a) Signs on the Demised Premises, and if permitted by all authorities having jurisdiction thereof, on the roof and on the marquee, if any. Tenant's installation of a roof sign, if any, shall be made in such a manner that the rights of the Landlord or any of its assignees thereunder, under any roofing bond then in force, shall not be affected, and in such a manner so as not to overload the roof or any other structural portion of the Demised Premises, and Tenant shall repair all damages caused by such installation or removal;

(b) Illuminated signs at or near the entrances to the parking areas stating "in" and "out;" and

(c) Tenant's usual sign at the perimeter of the Demised Premises.

Section 12.2. Interior Signs. Tenant shall have the further right to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Demised Premises, including, without limitation, flat paper signs in the interior thereof.

ARTICLE XIII

Casualty Insurance

Section 13.1. Insurance Requirements. Tenant, at its own cost and expense, shall keep, or cause to be kept, all the Demised Premises, the appurtenances thereto, and equipment and facilities in and upon the Demised Premises and used in connection therewith (apart from the furniture, fixtures, and machinery and trade fixtures, and equipment and merchandise that may be owned by the Tenant or any of its subtenants, concessionaires, or licensees) insured for the benefit of Landlord, the Ground Owner, and the holder of any mortgage covering the Demised Premises or any part thereof (the "Mortgage") as their respective interests may appear during the term of this Lease, against loss or damage by fire and against loss or damage by other reasons as are covered by endorsements commonly known as "extended coverage" to the full extent of the replacement value (exclusive of the cost of excavations, foundations, and footings below the lowest basement floor) but in no event in an amount less than reasonably required by the holder of any Mortgage. Such full replacement value shall be determined at Tenant's expense from time to time (but not more frequently than once in any twenty-four (24) calendar months) at the request of Landlord, given to Tenant, by the Engineering Department of the insurance company issuing the insurance or determined by application of appropriate construction cost indices reasonably acceptable to Landlord, Landlord's Mortgagee, and Tenant. No omission on the part of the Landlord to request any such determination shall relieve Tenant of any of its obligations under this Article. The Tenant's obligations under the provisions of this Lease to furnish any insurance as is referred to in this Article shall be deemed complied with if such insurance shall be furnished by any subtenant, licensee, or concessionaire for the account and benefit of the Landlord and if such insurance shall otherwise comply with all the requirements of this Lease as to such insurance.

Section 13.2. Adverse Additional Insurance. Tenant shall not carry any additional insurance which shall have the effect of reducing the insurance coverage for the benefit of Landlord or the holder of any Mortgage pursuant to provisions of this Article nor of causing Landlord to become of a co-insurer under policies required to be carried by Tenant pursuant to this Article.

Section 13.3. Premium Payments, Original Policies. All insurance provided for in this Article shall be effected under valid and enforceable policies (which may cover the Demised Premises and other locations) in form reasonably satisfactory to the Landlord, issued by insurers of recognized responsibility which are licensed to do business under the laws of the United States and the state of Alabama, in which the Demised Premises are located.

Upon the execution of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates for the expiring policies therefor furnished pursuant to this Article, originals of the policies, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord or, at Landlord's request, the original policy shall be delivered to the holder of any Mortgage on the Demised Premises or any part thereof. If the original policies are delivered to other than Landlord, as in this paragraph provided, duplicate originals of such policies or certificates or memoranda thereof shall simultaneously be delivered to Landlord. Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Demised Premises and other locations provided that Tenant shall furnish Landlord or its designees a certificate of insurance that shall comply with all of the other requirements of this Lease with respect to the insurance involved, and such blanket insurance shall be reasonably acceptable to any Mortgagee, and provided further that the certificate of such insurance shall separately state the amount of coverage and other coverage applicable to the Demised

Premises.

Section 13.4. Named Insureds. All policies of insurance provided for in this Article shall name Landlord, the Ground Owner, the holder of any Mortgage on the Demised Premises or any part thereof, and, in the event of a sale and leaseback of Tenant's leasehold estate, the lessor under the sale-leaseback lease, as the insureds and, at the request of the Landlord, such policies of insurance shall be payable to any holder of any Mortgage or jointly to Landlord and such Mortgage holder and/or the lessor under any sale-leaseback lease.

Section 13.5. Collection Notice. Each policy or certificates therefor issued by the insurer shall contain an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days' prior written notice to Landlord and to the holder of any Mortgage or lessor in any sale-leaseback transaction to whom a loss thereunder may be payable.

Section 13.6. Waiver of Subrogation. Landlord and Tenant hereby release each other from any and all liability or responsibility (to either or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord or Tenant, or anyone for whom Landlord or Tenant may have been responsible. Landlord and Tenant's policies, to the extent not prohibited or violation of such policies, shall include appropriate clauses (a) waiving all rights of subrogation against Landlord or Tenant, as the case may be, with respect to losses payable under such policies, and/or (b) agreeing that such policies shall not be invalidated should the insured waive in writing prior to a loss any and all rights of recovery against any party for losses covered by such policies. The parties agree that their policies shall include such clauses so long as the same shall be obtainable without extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Tenant shall, at Tenant's sole cost and expense, cooperate fully with Landlord in obtaining recovery and will execute any and all consents and other instruments and take any and all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinabove provided, and Landlord and Tenant shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Landlord or Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made pursuant to Landlord or Tenant's insurance as herein provided. Nothing contained in this Lease shall prohibit Tenant's use of reasonable insurance deductibles consistent with sound insurance practices and subject to the approval of the holder of any Mortgage.

ARTICLE XIV

Eminent Domain

Section 14.1. Complete Condemnation. If all the Premises and improvements thereon shall be taken by any governmental authority through condemnation or the right of eminent domain, or shall be sold in anticipation thereof, or if a portion of the Premises or improvements is so taken or sold and the balance for the premises or improvements is not reasonably suitable for the continuing of Tenant's business, this Lease shall terminate; provided, however, that if such portion of the Premises is so taken

or sold so as to otherwise cause the termination of this Lease, and Landlord can provide adjacent land which will enable Tenant, at its option and sole discretion, to continue to conduct its business substantially as it had prior to sale or condemnation, this Lease shall not terminate.

If the portion of the Premises so taken or sold does not prevent Tenant from substantially conducting its business in accordance with this Lease, the Lease shall remain in full force and effect.

Tenant may make claim for damages against the condemning authority for the loss of its structures and improvements or any other damages which it is entitled to claim under Alabama law, but in no event shall Tenant's claim or award diminish the fair market value of Landlord's entire property interest.

ARTICLE XV

Defaults

Section 15.1. **Default and Termination.** (a) If the Tenant shall default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein provided, and such default shall continue for more than ten (10) days after the rent is due; or

(b) If the Tenant shall default in the observance of any of the other terms, covenants, and conditions of this Lease, and such default shall continue for more than thirty (30) days after written notice specifying such default, or if this Lease shall pass to or devolve upon one other than Tenant, other than by merger or consolidation, except as herein provided, or if the entire Demised Premises shall be occupied by someone other than the Tenant, its successors, assigns, licensees, or subleases except as herein provided; or

(c) If Tenant shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be by any court adjudicated a bankrupt or take the benefit of any insolvency act or be dissolved pursuant thereto, voluntarily or involuntarily, or if a receiver or trustee of Tenant and/or its property shall be appointed in any proceedings other than bankruptcy proceedings and such appointment, petition for an arrangement or reorganization, if made in proceedings instituted by Tenant shall not be vacated within thirty (30) days after it has been made, or if made in proceedings instituted by other than Tenant shall not be vacated within one hundred twenty (120) days after it has been made (provided further that during said respective periods of thirty (30) days and one hundred twenty (120) days, all the covenants of this Lease to be performed by Tenant, including the payment of rent, shall continue to be performed).

(d) If Landlord is subject to liability to Burger King Corporation ("BKC") pursuant to Section 5 of that certain Conditional to Assignment of Franchise Agreements and Leases dated March __, 1999 by and between BKC, Landlord, Tenant, Greg W. Gilbert, Arnold P. Whitmore and Harold W. Patrick (the "Conditional Consent") for a failure by Tenant to pay and/or perform, a "Default"), or if Landlord is subject to liability to BKC or the Lessor under the Assignment and Assumption of Lease Agreement and Consent to Assignment ("Assignment") dated March __, 1999, by and between Montclair Restaurants, Inc., Greg Gilbert, Pride Restaurants, LLC, Arnold Whitmore,

Harold W. Patrick and Madrus Realty Company Inc., for failure of Tenant to pay and/or perform any obligation under or pursuant to the Assignment or underlying Lease, Landlord, at its sole discretion, have the right, upon the expiration of the thirty (30) days after Landlord notifies Tenant in writing of the default and the default remains uncured, then for the duration of the Franchise Agreement and Lease relating to the Burger King restaurant subject to such default, shall have the option to assume all rights and obligations of Tenant under any agreement with BKC relating to the Burger King restaurant subject to such Default and to retain for Landlord's own use and benefit, all proceeds, profits and margins derived from the operation or sale of such Burger King restaurant. Landlord shall give prompt written notice to Tenant of any exercise of Landlord's right outlined in the immediately preceding sentence.

Upon assuming the said rights of the Tenant to operate the Burger King restaurant, Landlord shall have each and every right previously held by Tenant or its assigns under the said Franchise Agreement and/or lose, including the right to retain all proceeds and/or profits from the operation and/or sale of the Burger King Restaurant and underlying Franchise Agreement, it being understood by the parties that the granting of this right to Landlord is necessary to protect Landlord because of the requirement by BKC that Landlord shall remain liable under the Franchise Agreement and Leases.

Nothing in this paragraph (d) shall be construed as a breach or default under any BKC agreement.

Then, upon the happening of any one or more of the above or other defaults, Landlord shall have the right, at its option, to either declare this Lease and the term hereof, upon a date specified in a notice, by registered or certified mail from the Landlord to the Tenant, to wholly cease and terminate with the same force and effect if ceased on the date of the expiration of the original term of this Lease. Alternatively Landlord may reenter said Demised Premises either by force or otherwise, and of the same have the possession as of its former estate, and/or may recover possession thereof in the manner prescribed by the statute relating to summary proceedings, or similar statutes (but Tenant shall remain liable to Landlord as hereinafter provided) it being understood that no demand for the rent and reentry for condition broken and no notice to quit possession or other notice prescribed by statute shall be necessary to enable the Landlord to recover such possession, but that all rights to any such demand any such reentry and any notice to quit possession or other statutory notices or prerequisites are hereby expressly waived by Tenant.

Section 15.2. Cure of Default. The failure of the Tenant to observe any term, covenant, or condition of the Lease other than the payment of rent shall not be deemed a default so long as Tenant, after receiving any notice as specified herein, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the curing of such default within a period of time which, under all prevailing circumstances, shall be reasonable. No default shall be deemed to continue if and so long as Tenant shall be so proceeding to cure the same in good faith or be delayed in or prevented from curing the same by facts or circumstances beyond its control.

Section 15.3. Reletting Deficiency. In case of such reentry, termination of lease, and/or dispossession by summary proceedings or otherwise,

(a) All rent due through the end of this Lease shall become due thereupon and be paid upon such reentry, dispossession, and/or termination of lease, together with such reasonable

expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or putting the Demised Premises in such condition as the Tenant under the provisions hereof is required to maintain, or for preparing the same for rental;

(b) Landlord may relet the Demised Premises or any part of parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concession or free rent if reasonably required; and

(c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to perform, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease. In computing such liquidated damages there shall be added to the said deficiency such expenses, attorneys' fees, brokerage and for keeping the Demised Premises in the condition as the Tenant under the provisions of this Lease is required to maintain or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this Lease, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. Landlord at Landlord's option may make such alterations, repairs, replacements, and/or decorations in the Demised Premises as Landlord in Landlord's reasonable judgement considers advisable and necessary for the purpose of reletting the Demised Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall not be obligated to relet the Demised Premises; provided however, that if Tenant presents to Landlord (or Landlord is approached by) a potential successor tenant willing and able to lease the Demised Premises, and such potential successor tenant and the terms of the reletting would be acceptable to a reasonable landlord under comparable circumstances, and Landlord refuses to relet the Demised Premises to such potential successor tenant, Tenant shall be released from all its obligations hereunder.

ARTICLE XVI

Miscellaneous Provisions

Section 16.1. Subordination. Tenant shall, upon the request of Landlord in writing, subordinate this Lease and the lien hereof as to the lien of any present or future first Mortgage, provided that the holder of any such Mortgage shall enter into a written agreement with Tenant to the effect that:

(a) In the event of foreclosure or other action taken under the Mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder so as to permit Landlord to terminate this Lease; and

(b) Such holder shall permit insurance proceeds to be used for any restoration and repair required by the provisions of this Lease; and

(c) Such holder will agree that in the event it or any successor or assign shall be in possession of the Demised Premises, that so long as Tenant shall observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such Mortgagee will perform all obligations of Landlord required to be performed under this Lease.

Section 16.2. Cure of Default, Reimbursement. If Landlord or Tenant shall default in the performance or observance of any agreement, condition, or other provision contained in this Lease, on its part to be performed or observed, and shall not cure such default within the notice or time period provided for under the applicable provisions of this Lease, and in any case where no such notice in writing is required to be given from the other party specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), either party may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account for the defaulting party, and the defaulting party shall reimburse the other for any amount paid and any expense or contractual liability so incurred, and Tenant may deduct any such amount due it from rental payments next thereafter accruing, provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided that it shall simultaneously notify the holder of any Mortgage of which Tenant shall have been notified in writing of the existence of such default, and Landlord may add any such amount due to it to the rental payment next thereafter accruing; provided, however, that Landlord or Tenant may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to the other party if it is necessary to protect the real estate or their perspective interests therein or to prevent injury or damage to persons or property.

Section 16.3. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all the terms, covenants, and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy, and enjoy the Demised Premises and the common facilities of the Demised Premises without hindrance or molestation; but it is understood and agreed that this covenant, and any and all other covenants of the Landlord herein contained, shall be binding upon the Landlord and its successors or assign to the interest of the Landlord shall assume the obligations of the Landlord under this Lease from and after the date of the acquisition of Landlord's interest by such successor or assign. The aggregate personal liability of Landlord, and its successors and assigns, under the provisions of this Section and under all other provisions of this Lease, shall be limited to its equity in the premises of which the Demised Premises form a part. This limitation shall run in favor of the members of Landlord as individuals or either of them, who shall succeed to the interests of Landlord after its liquidation and dissolution and to their heirs, representatives, successors, and assigns.

Section 16.4. Landlord's Title. Tenant understands and acknowledges that Landlord is the owner of the fee interest in the Demised Premises. Tenant further acknowledges and agrees that it has examined the Landlord's title and is fully familiar therewith. Tenant further acknowledges and represents that it is entering into this Lease with full knowledge of the state and condition of the fee interest of the Landlord that would be discovered in a title search. Landlord represents and warrants to Tenant that it has full right and authority to enter into this Ground Lease for the full term thereof and to perform Landlord's obligations under this Lease for the full term hereof and all extensions herein provided, but subject, however, to such exceptions and other title defects as would be discovered in a

title search.

Section 16.5. Lease Termination. Upon the expiration or termination of this Lease, Tenant shall remove all personal property of Tenant, but shall not, however, remove any permanent improvements. If Tenant fails to remove its personal property, Landlord may cause all of the said property to be removed at the expense of Tenant, and Tenant agrees to pay all reasonably necessary costs and expenses thereby incurred. Any personal property not removed by the Tenant within sixty (60) days following termination of this Lease shall be deemed abandoned by the Tenant, and Landlord may dispose of same as it sees fit. If, as the sole result of the removal of the Tenant's personal property by Tenant or on its behalf, any portion of the Demised Premises or of the building of which they are a part are damaged, the Tenant shall pay to the Landlord the reasonable cost of repairing such damages unless due to negligence of Landlord, its agents, servants, employees, and contractors. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. In the event the Tenant shall continue in occupancy of the Demised premises after the expiration of the term, such occupancy shall not be deemed to extend or renew the term of this Lease, but Tenant, at the option of the Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month to month upon the covenants, provisions, and conditions, herein contained insofar as the same are applicable to a month-to-month tenancy at the rental in effect during the last lease year of the term, prorated for the period of such occupancy.

Section 16.6. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provisions. If any action by either party shall require the consent or approval of such action on any one occasion, the waiver or lack of consent or approval on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and none of them, whether exercised by said party or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 16.7. Disputes. It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest," and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest," and the performance of such work shall in no event be regarded as voluntary performance, and there shall survive the right on the part of said party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not

legally required to perform under the provisions of this Lease, and the amount so paid by the Tenant may be withheld or deducted by Tenant from any rents herein reserved.

Section 16.8. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage prepaid, or by sending the same by Federal Express, next day delivery, and any such notice or other communication shall be deemed to have been given when received or refused by the party to whom such notice or other communications shall be addressed. If intended for Landlord, the same shall be mailed to Suite 100, 3601 Lorna Ridge Drive, Hoover, Alabama with copy to David P. Whiteside, Jr. at 500 Farley Building, 1929 Third Avenue North, Birmingham, AL 35203, or at such other address as Landlord may hereafter designate by notice to Tenant; and if intended for Tenant, the same shall be mailed to Pride Restaurants, LLC, 110 Twelfth Street North Birmingham, Alabama with copy to Channing D. Johnson, Akin, Gump et al., 2029 Century Park East, Suite 2600, Los Angeles, California 90067, or at such other address or addresses as Tenant may hereafter designate by notice to Landlord. All notices of default shall specify the nature of any such default.

Section 16.9. Invalidity of Provisions. If any term or provision of this Lease or the application hereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application for such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.10. Captions and Definitions. The captions in this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms of provisions of this Lease.

Wherever the word "building" is used in this Lease, it is intended that the same shall include any building or buildings, structure or structures, which are now or which may hereafter be erected on the Demised Premises or on the premises of which the Demised Premises may be a part.

Section 16.11. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

Section 16.12. Force Majeure. It is further understood and agreed that with respect to any services to be furnished or repairs to be performed by either party during the term of this Lease, the party required so to furnish or perform the same shall in no event be liable for failure so to do when prevented by any cause beyond the reasonable control of such party such as strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or its servants, agents, employees, or any assignee, sublease, or successor in interest to such other party. The time within which such services shall be performed or services rendered shall be extended for a period of time equivalent to the delay from such cause. The payment of rent shall not be considered a service under this section.

Section 16.13. Waiver of Trial by Jury. It is mutually agreed by and between Landlord and Tenant that they shall and hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other or any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant; Tenant's use or occupancy of the Demised Premises, and/or any claim of injury or damage.

(a) Tenant agrees to pay Landlord's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Landlord be at law or in equity.

(b) Landlord agrees to pay Tenant's reasonable attorney's fees and court costs incurred to enforce any provision of this Lease or for the collection of any sums due hereunder, whether such remedy sought by Tenant be at law or in equity.

Section 16.14. Taxes and Utility Expenses. (a)(1) Tenant shall during the term of this Lease pay and discharge punctually, as and when the same shall become due and payable, prior to the imposition of any penalty, all taxes, including special, area, and general assessments, water rents, rates, and charges of every kind and nature whatsoever, extraordinary as well as ordinary ("Taxes"), and each and every installment which shall or may during the term of this Lease accrue and be charged, levied, laid, assessed, imposed, and shall become due and payable, or liens upon or for or with respect to the Demised Premises, or any part thereof, or any buildings, appurtenances, or equipment thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules, or regulations of the federal, state, county, town, and city governments and of all other governmental authorities whatsoever (all of which shall be included in the term "Taxes" as heretofore defined) and all water rents, rates, and charges, sewer rents and charges for water, steam, heat, gas, hot water, electricity, light, and power, and other service or services, furnished to the Demised Premises or the occupants during the term of the Lease ("Utility Expenses").

(2) To the extent that the same may be permitted by law, Tenant shall have the right to pay any assessment for improvements assessed during the term of this Lease in annual installments, and Tenant shall pay and discharge punctually said installments as they shall become due and payable during this term of this Lease.

(3) Tenant shall be deemed to have complied with the foregoing provisions if payment of Taxes is made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Demised Premises, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same, in writing.

(4) Taxes due and payable in the year in which this lease shall commence and terminate, and whether or not the same have become liens upon the Demised Premises, shall be apportioned at the date that such taxes shall be determined.

(b) (1) Tenant shall have the right to contest or review all such Taxes by legal proceedings or in such other manner as it may deem suitable (which, if instituted, Tenant shall conduct promptly as its own cost and expense, and free of any expense to landlord, and, if necessary in the

name of and with the cooperation of Landlord, and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly make any payment of Taxes as are required but under protest.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees, or orders.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant to the extent that Tenant shall have originally paid such Taxes. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application, individually (if legally required), or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Tenant shall at any time, and from time to time, designate; provided, however, that the foregoing shall not relieve Tenant of its obligations to pay Taxes and assessments as required hereunder.

(d) Nothing herein or in this Lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, or profit taxes that are or may be imposed upon Landlord, its successors or assigns.

Section 16.15. Estoppel Certificate. Each party agrees at any time, and from time to time, upon no less than ten (10) days' prior request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and, if such is the fact, in full force and effect (or, if there have been modifications, stating the modifications, and if such is the fact, that the Lease as modified is in full force and effect), and if such is the fact, that there are no known defaults thereunder or, if there are, specifying the same and any offsets, counterclaims, or defense being claimed and dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of Landlord's interest in the Demised Premises or any prospective holder of a Mortgage or by any other properly interested party. The execution, acknowledgment, and delivery of any such statement shall not, however, affect any claim or right of action of the party executing, acknowledging, or delivering the same as against the other party hereto or as against any other person, firm or corporation, and such statement may contain a reservation that such statement may contain a reservation that such claim or right of action is not waived or released thereby.

Section 16.16. Mitigation of Damages. Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease agreement committed by the other.

Section 16.17. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Alabama, as the same may, from time to time exist.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first written above.

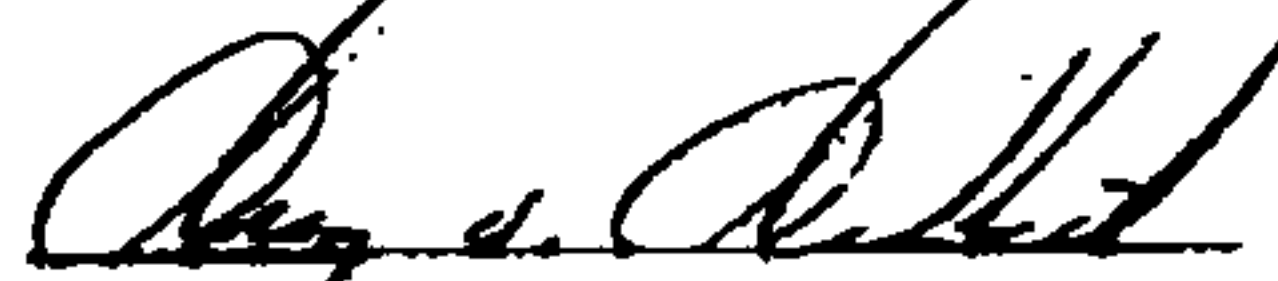
LANDLORD:

MONTCLAIR RESTAURANTS, INC.

ATTEST:



By



Its President

TENANT:

PRIDE RESTAURANTS, LLC.

ATTEST:



By



Its Managing Owner

**REPLACEMENT FRANCHISE
ADDENDUM
Burger King® Restaurant # 5490**

This Replacement Addendum is made as of the 31 day of March, 1999, by and between BURGER KING CORPORATION, a Florida corporation ("BKC") and PRIDE RESTAURANTS, LLC, a Delaware limited liability company ("Franchisee"). This Addendum is part of the franchise agreement entered into by parties on the same date (the "Franchise Agreement") under which FRANCHISEE is licensed to own and operate the Burger King® Restaurant referred to as BK# 5490 (the "Franchised Restaurant"). The Franchise Agreement replaces and supersedes a Franchise Agreement that was previously in effect for the Franchise Restaurant and is for a term equal to the unexpired term of the previously effective Franchise Agreement.

1. FRANCHISE GRANT: TERM AND LOCATION

This paragraph replaces Paragraph 1 of the Franchise Agreement.

BKC grants to FRANCHISEE and FRANCHISEE accepts a franchise to use the Burger King System and the Burger King Marks only in the operation of a Burger King Restaurant at 517 Cahaba Park Circle, Birmingham, Alabama more fully described in Exhibit "A" (the "Franchised Restaurant"). (the term "Franchised Restaurant" includes the real estate described on Exhibit "A" (the "Premises") and the restaurant "Building" and all other "Improvements" constructed thereon wherever the context permits or requires). The term of this Agreement (the "Term") commences on March 31, 1999 (the "Commencement Date") and shall expire on **February 24, 2007**, unless sooner terminated in accordance with the provisions of this Agreement. FRANCHISEE agrees to operate the Franchised Restaurant at the specified location for the entire Term. FRANCHISEE accepts this Franchise with the full and complete understanding that the franchise grant contains no promise or assurance of renewal. The sole and entire conditions under which FRANCHISEE will have the opportunity of obtaining a Successor Burger King Restaurant Franchise Agreement at expiration are those set forth in Paragraph 17. This franchise is for the specified location only and does not in any way grant or imply any area, market, or territorial rights proprietary to FRANCHISEE. *

2. FRANCHISE FEE: INITIAL OBLIGATIONS

No initial franchise fee is payable by FRANCHISEE in connection with the execution of the Franchise Agreement, notwithstanding any contrary provisions of Section 2 of the Franchise Agreement. FRANCHISEE acknowledges and agrees that BKC has fully performed all of its contractual obligations in connection with the development and opening of the Franchised Restaurant. These include, but are not limited to, the furnishing of standard building plans as appropriate, a pre-opening training program, pre-opening and opening supervision and assistance at the Restaurant, and assistance for the opening promotion program, and the loaning to FRANCHISEE a copy of the MOD Manual. FRANCHISEE acknowledges that BKC has no further obligation under the Franchise Agreement to perform such obligations, notwithstanding any contrary provisions of Section 6 of the Franchise Agreement.

The following provisions will be included as applicable.

3. REPAIR AND MAINTENANCE.

FRANCHISEE shall complete all required remodeling and repairs to bring the Franchised Restaurant into compliance with BKC's current repair and maintenance standards within six months of the commencement date in accordance with a scope of work attached as Exhibit "C".

87REPLAD/REPL#5490

FRANCHISEE shall provide to BKC, during the one-year period beginning on February 25, 2003 such evidence as BKC deems satisfactory, in BKC'S reasonable discretion, that the Franchised Restaurant is in good condition and repair and that the Franchised Restaurant is in full compliance with BKC's then-current repair and maintenance standards for Burger King Restaurants. FRANCHISEE's obligation under this Paragraph supersedes the requirement in subparagraph 1 of Paragraph 5.B of the Franchise Agreement that FRANCHISEE furnish such evidence to BKC during the seventh and seventeenth years of the Term.

Any breach of Paragraph 3 shall constitute a material default under the Franchise Agreement for the Restaurant.

4. CURRENT IMAGE.

FRANCHISEE shall upgrade the exterior lighting at the Franchised Restaurant to bring the Franchise Restaurant into compliance with BKC's "Current Image" requirements for exterior lighting within six months of the commencement date.

During the one-year period beginning on February 25, 2003, FRANCHISEE shall remodel, improve and alter the exterior of the Franchised Restaurant to conform with the Current Image in effect on February 25, 2003. FRANCHISEE's obligations under this Paragraph supersedes the requirements in subparagraph 2 of Paragraph 5.B of the Franchise Agreement that FRANCHISEE conform the Franchised Restaurant to the specified Current Image during the tenth year of the Term.

Any breach of Paragraph 4 shall constitute a material default under the Franchise Agreement for the Restaurant.

This Addendum is hereby executed by the parties effective on the date indicated on the first page of this Agreement.

BURGER KING CORPORATION

By: _____
Lead Development Associate

Attest: Christine Ziskind
Development Associate

WITNESSES:

David W. Updey

Arnold P. Whitmore

FRANCHISEE:
PRIDE RESTAURANTS, LLC,
a Delaware limited liability company

By: Arnold P. Whitmore
Arnold P. Whitmore, Managing Owner

Attest: George R. Reynolds

10/02/2000-34591
11:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
071 CJ1 221.00

97REPLAD/REPL#5480

2

State of Alabama - Jefferson County
I certify this instrument filed on:

2000 SEP 22 P.M. 12:39

Recorded and \$ _____ Mtg. Tax

and \$ 442.00 Deed Tax and Fee Amt.

\$ 179.50 Total \$ 621.50

GEORGE R. REYNOLDS, Judge of Probate



200011/3127