

## **LEASE TERMINATION AGREEMENT**

**THIS LEASE TERMINATION AGREEMENT** (this "Agreement") dated as of November 20, 2010 by and between **Mexican Restaurant, L.L.C.**, an Alabama limited liability company (the "Landlord"), having an address at 201 Southgate Drive, Pelham, Alabama 35124 and **2 Pesos Mexican Café, Inc.**, an Alabama domestic corporation (the "Tenant"), having an address at 201 Southgate Drive, Pelham, Alabama 35124.

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated as of November 18, 2009, which is attached hereto as Exhibit "A" and made a part hereof (the "Lease") pursuant to which Landlord leased certain real property described therein to Tenant, and Tenant has defaulted in its obligations under the Lease for failure to pay rent, among other things; and

**WHEREAS**, Landlord and Tenant desire to terminate the Lease prior to its scheduled termination date as full satisfaction of all claims between the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Termination. Landlord and Tenant agree that as of the date hereof the Lease shall be terminated and, subject to paragraph 3 below, Landlord and Tenant shall be relieved of all obligations and liabilities to each other arising thereafter under the Lease. The parties waive any and all notices that may be required under the Lease or at law or equity.

2. Release. Subject to paragraph 3 below, Landlord and Tenant hereby release and forever discharge each other, and their respective members, officers, directors, partners, employees and shareholders from any and all causes of actions, suits, debts, covenants, liabilities, damages, claims and demands whatsoever in law or in equity hereafter arising out of the Lease.

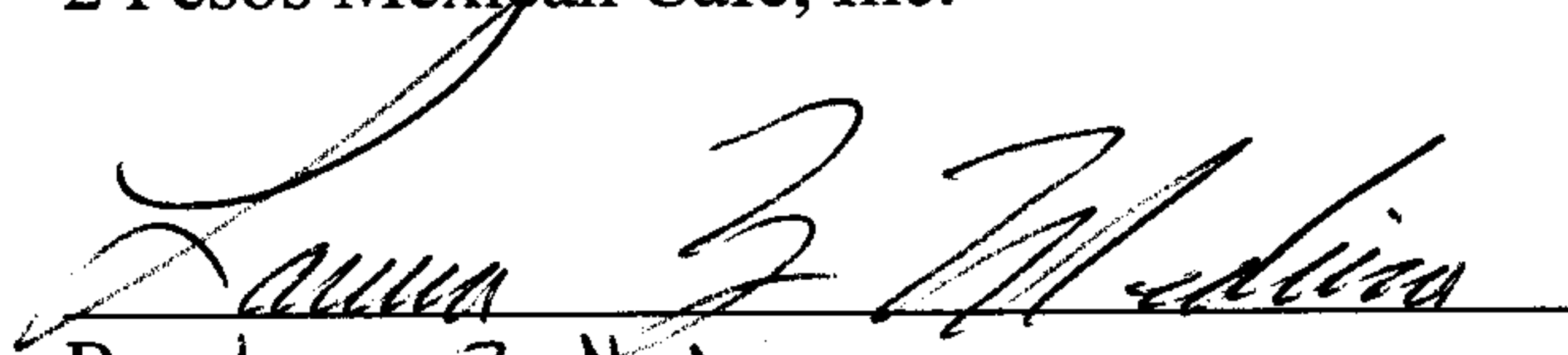
3. Indemnification. Notwithstanding anything herein to the contrary, Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses, including counsel fees, incurred by Landlord related to any claim made by a third party which results from or arises out of Tenant's use, occupancy or possession of the Demised Premises (as defined in the Lease) during the term of the Lease or which results from or arises out of any event, condition or circumstance from which Tenant would have responsibility under the Lease in the

absence of the termination thereof pursuant to the terms of this Agreement and not arising from Landlord's gross negligence or willful acts.


4. Entire Agreement; Binding. This Agreement represents the entire agreement between the parties. The conditions, covenants, and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day year first above written.

2 Pesos Mexican Café, Inc.


  
By: Laura Z. Medina  
Its: Member

Mexican Restaurant, L.L.C.


  
By: Carlos Medina  
Its: Member

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON )

Sworn to and subscribed before me, this the 30 day of November, 2010.

  
Notary Public  
My commission expires: 5-21-12

STATE OF ALABAMA                    )  
COUNTY OF Shelby                    )

  
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LEASE AGREEMENT

THIS LEASE, made this 18<sup>th</sup> day of November, 2009,  
between Mexican Restaurant, LLC, partnership (hereinafter called  
"Landlord") and 2 Pesos Mexican Café Inc., a corporation  
hereinafter called "Tenant"), which terms Landlord and Tenant  
shall include, whatever the context admits or requires, singular  
and plural, and the heirs, legal representatives, successors and  
assigns of the respective parties;

W I T N E S S E T H:

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

PREMISES:

Approximately 4,700 square feet, identified as number  
1, in the building known as Matter Building (hereinafter called  
the "demised premises" or the "leased premises"), the street  
address of which building is 201 Southgate Drive, located in the  
City of Pelham, Shelby County, Alabama.

TERM:

FOR THE TENANT TO HAVE AND TO HOLD for an initial term  
of one (1) years commencing on March 1, 1996, provided the



commencement date shall occur on the first day of a calendar month, and, if not, such term shall commence upon the first day of the calendar month next following the date of commencement. In the event such date of commencement of the term hereof shall not occur on the first day of a calendar month, rental for such fractional month occurring at the beginning of the term shall be prorated on the basis of the monthly rental.

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

I. USE:

The demised premises may be used by the Tenant for \*\*\*, and for no other or different use or purpose. The Tenant shall not exhibit, sell or offer for sale on the premises or in the building of which the premises are a part any article or thing except those articles and things essentially connected with the stated use of the premises by Tenant without the advance written consent of Landlord. Tenant shall not do or permit anything to be done in or about the premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance upon the building wherein the premises are situated. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the premises, and the cleanliness, safety, occupation, and use of the same. No auction, fire or bankruptcy sales may be conducted in the premises without Landlord's consent.

1. Tenant shall not perform any acts or carry on any practices which may injure the building of which the premises form a part or be a nuisance or menace to other tenants in the building, or use or permit the premises to be used in any manner or anything to be brought into or kept therein which, in the judgment of Landlord, shall in any way impair or tend to impair the character, reputation or appearance of the property as a high quality office building, or which will impair or interfere with or tend to impair or interfere with any of the services performed by Landlord for the property. Tenant shall not use or permit the use of any portion of the premises as sleeping apartments, lodging rooms, or for any unlawful or immoral purpose, nor shall Tenant permit any cooking in the premises, without the prior written approval of Landlord. Tenant shall keep the premises clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the premises and arrange for the regular pick-up of such trash and garbage at Tenant's expense.

2. All persons entering or leaving the building of which the demised premises are a part after hours on Monday through Friday, or at any time on Saturdays, Sundays or holidays, may be required to do so under such regulations as the Landlord may impose. The Landlord may exclude or expel any peddler.

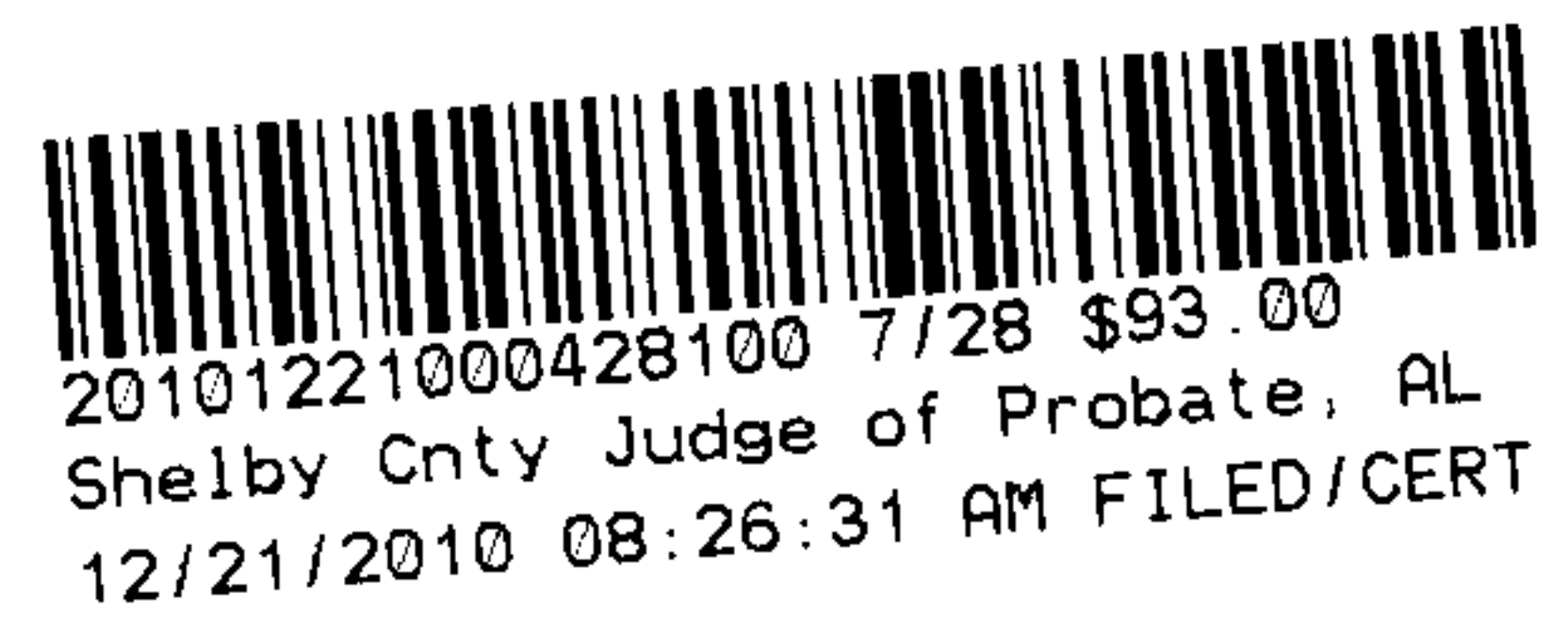
3. The Tenant shall not overload any floor. The Landlord may direct the time and manner of delivery, routing and removal, and the location of safes and other heavy articles.

4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used for any purpose other than for ingress and egress from Tenant's premises. The halls, passages, exits, entrances, elevators, stairways and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interests of the building and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom the Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. No tenant and no employees or invitees of any tenant shall go upon the roof or mechanical floors of the building.

5. Tenant shall see that the doors, and windows, if operable, of the premises are closed and securely locked before leaving the building of which the demised premises are a part and must observe strict care and caution that all water faucets or water apparatus, if any, are entirely shut off before Tenant or Tenant's employees leave the building, and that all electricity shall likewise be carefully shut off so as to prevent damage, save energy, and for any default or carelessness, Tenant shall make good all injuries or losses sustained by other tenants or occupants of the building or Landlord.

6. No additional locks or similar devices shall





be attached to any door or window without Landlord's prior written consent. No keys for any door other than those provided by the Landlord shall be made. If more than two keys for one lock are desired, the Landlord will provide the same upon payment by the Tenant. All keys must be returned to the Landlord at the expiration or termination of this Lease.

II. RENTAL:

1. Tenant agrees to pay to Landlord as rental for the demised premises during the first lease year the sum of One Hundred Thousand Eight Hundred Dollars and No Cents (\$100,800.00) per annum. The minimum guaranteed rental shall be paid in twelve (12) equal monthly installments of Eight Thousand Four Hundred Dollars and No Cents (\$8,400.00) per month, which installments shall be due and payable in advance promptly on the first day of each and every calendar month of the first lease year, and pro rata, in advance, for any partial month, without demand, the same being hereby waived and without any set-off or deduction whatsoever.

III. LATE CHARGE:

Any rental payment received by Landlord ten (10) days after the date due shall be subject to a ten percent (10%) late charge.

IV. PARKING AND COMMON AREAS:

Landlord hereby dedicates and grants to Tenant, Tenant's employees, agents, suppliers, customers and invitees, a non-exclusive right at all times to use, free of charge, during

the term of this Lease, and any extension thereof, all of the driveways, sidewalks, landscaped areas, and parking area surrounding the building of which the demised premises are a part and the stairways, elevators, halls, passages, exits, entrances and lobbies in the building (hereinafter called "common areas"), which common areas are acknowledged to be for use by such persons, along with others similarly entitled.

V. UTILITIES:

Tenant shall pay all charges for utility services furnished to the demised premises during the lease term.

VI. TENANT'S REPAIRS:

Tenant agrees to keep the interior of the demised premises in good condition and repair, excepting repairs under the responsibility or domain of Landlord as specified in this Lease, and excepting reasonable wear and tear.

Within the repair responsibilities of Tenant shall be included, but shall not be limited to: interior walls, partitions, ceilings, floors and flooring; fixtures (including bulb replacement); interior plumbing and wiring; heating, air-conditioning and grilles; and windows and plate glass; except such damage caused by faulty construction or settling of the building. Landlord hereby agrees to transfer to Tenant all warranties Landlord may have on any of the fixtures and equipment which are to be maintained by Tenant.

Tenant, at Tenant's expense, shall comply with all laws and ordinances, and all rules and regulations of all governmental





authorities and of all insurance bodies at any time in force, applicable to the premises or to the Tenant's use thereof, except that the Tenant shall not hereby be under any obligation to comply with any law, ordinance, rule or regulation requiring any structural alteration of or in connection with the premises, unless such alteration is required by reason of a condition which has been created by, or at the instance of, the Tenant, or as required by reason of a breach of any of the Tenant's covenants and agreements hereunder.

VII. LANDLORD'S REPAIRS:

The Landlord shall, at its cost and expense, keep and maintain the common areas (including parking area), and shall maintain the exterior of the building, including the roof, gutter, downspouts, exterior painting, masonry walls, foundation and structural members, and the exterior concealed plumbing and exterior wiring of the building in good condition and repair, and shall make any and all structural repairs to both the exterior and interior of said premises; provided, however, that the Landlord shall not be obligated to make or pay for any repairs to the building rendered necessary by the fault, act or negligence of the Tenant, or any of its servants, agents or employees.

Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in any part or appurtenance of the building's plumbing, electrical, heating, air-conditioning or other systems serving, located in or passing through the premises.



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Notwithstanding the provisions of this lease, Landlord shall not be responsible to Tenant for damages resulting from Landlord's failure to make repairs to the building unless Landlord shall have received written notice of the requirements for repair and shall have failed to act with reasonable promptness to remedy the conditions described in said notice; provided, however, this condition shall be inapplicable to Landlord's common areas and parking area repair responsibilities above stipulated.

VIII. INDEMNIFICATIONS:

Tenant agrees to indemnify and save harmless the Landlord from any claim or loss by reason of an accident or damage to any person or property happening on or about the demised premises; and Tenant further agrees to carry, at its expense, public liability insurance coverage in a company qualified to transact business in the state in which the demised premises are located, stipulating limits of liability of not less than \$500,000.00 for an accident affecting any one person; not less than \$1,000,000.00 for an accident affecting more than one person; and \$50,000.00 property damage. Certificate of such coverage from the insurer providing thirty (30) days' notice to Landlord prior to cancellation or termination and naming Landlord as an additional insured shall be furnished to Landlord.

IX. COMMON AREA MAINTENANCE CHARGE:

Tenant agrees to pay to Landlord, as additional rental, Tenant's pro rata share of Landlord's actual cost and expense in

maintaining the common areas, with Tenant's pro rata share based upon the proportion of the square footage of Tenant's demised premises to the total square footage in the building in which the demised premises are situated. Tenant agrees to pay such additional rental within ten (10) days from receipt from Landlord of a statement therefor.

X. CLEANLINESS:

Tenant shall at all times keep the interior of the demised premises in a reasonably neat and orderly condition. Tenant will not make or suffer any waste of the premises or permit anything to be done in or upon the demised premises creating a nuisance thereon.

XI. FIRE:

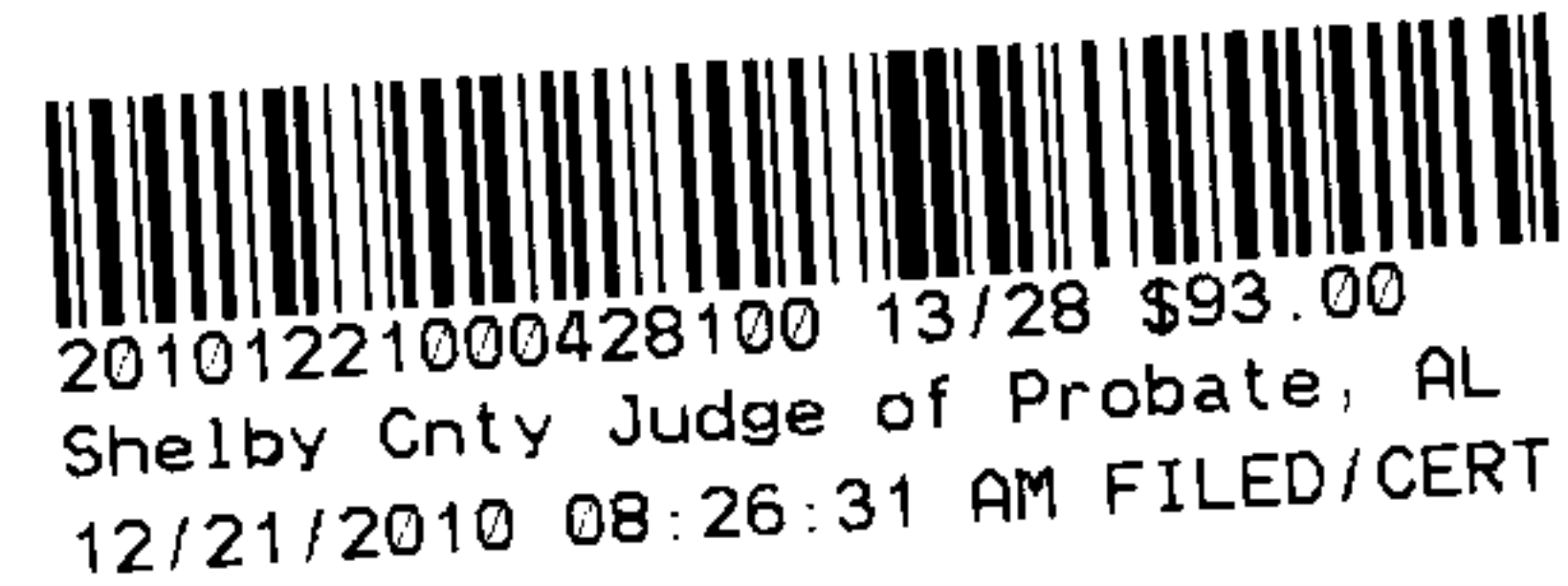
If the premises are made untenable in whole or in part by fire or other casualty, the rent, until repairs shall be made or the Lease terminated as hereinafter provided, shall be apportioned on a per diem basis according to the part of the premises which is usable by the Tenant, if, but only if, such fire or other casualty be not caused by the fault or negligence of the Tenant, its contractors, agents or employees. If such damage shall be so extensive that the premises cannot be restored to building standard by the Landlord within a period of four (4) months, either party shall have the right to cancel this Lease by notice to the other given at any time within thirty (30) days after the date of such damage; except that if such fire or casualty resulted from the Tenant's fault or negligence, the



Tenant shall have no right to cancel. If a portion of the building other than the premises shall be so damaged that, in the opinion of the Landlord, the building should be restored in such a way as to alter the premises materially, the Landlord may cancel this Lease by notice to the Tenant given at any time within thirty (30) days after the date of such damage. In the event of giving effective notice pursuant to this Section, this Lease and the term and the estate hereby granted shall expire on a date fifteen (15) days after the giving of such notice as fully and completely as if such date were the date hereinbefore set for the expiration of the term of this Lease. If this Lease is not so terminated, the Landlord will promptly repair the damage, at the Landlord's expense.

Tenant agrees, upon notice from Landlord, to remove such fixtures and other property from the leased premises as shall be required by Landlord for such restoration work and agrees to permit Landlord, its agents, servants, employees and contractors to enter upon the leased premises and remain thereon without molestation for the purpose of restoring the leased premises.

If Tenant desires to insure any merchandise or other property located within the demised premises, it shall do so at Tenant's expense; and Tenant expressly waives any and all claims against Landlord for loss or damage to any such merchandise or other property, whether or not covered by Tenant's insurance, regardless of the cause of such damage.



XII. QUIET ENJOYMENT:

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the premises without any encumbrance or hindrance by, from or through the Landlord.

XIII. CONDEMNATION:

If at any time during the term of this lease or any extension thereof all of the then demised premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and those authorized to exercise the right to purchase in lieu of such taking, this lease, the term hereby granted, any rights of extension hereof and any extension terms hereof shall terminate and expire on the date of such taking (or purchase), and the rent provided to be paid by Tenant shall be appropriately adjusted and apportioned and paid to such date. For the purposes of this Article, "take" or "taking" shall be deemed to include "purchase" pursuant to an agreement of the type hereinabove described and "award" shall be deemed to include the purchase price established by such agreement. If there is a partial taking of the demised premises by eminent domain, as the result of which the demised premises are reduced by not more than ten percent (10%), the term of this lease will continue and Landlord, at Landlord's expense, will restore the remaining premises to a complete architectural unit

of equal appearance and utility as they had previous to the taking, but there will be a pro rata reduction in the rent payable each month and Tenant will have no right to any of the proceeds of such taking. If on the other hand, the taking exceeds ten percent (10%) of the demised premises, Tenant may, at Tenant's option, terminate this lease by giving Landlord thirty (30) days' notice in writing; or in the event the improvements are condemned and ordered torn down or removed by a lawful authority, then the term of this lease shall cease as of the date possession shall be taken by such authority, and the rent will be apportioned as of the date of such taking. Whether the taking be of a portion or all of the building in which the demised premises are situated or of a portion or all of the common areas, including parking area or access thereto, Landlord shall be entitled to receive all of the proceeds from such award or purchase price, including any part of such award or purchase price as may be attributable to the unexpired leasehold interest or other rights of Tenant in the demised premises, and Tenant hereby assigns and transfers to Landlord all of Tenant's right to receive any part of such proceeds.

XIV. DEFAULT: The happening of any one or more of the following listed events (hereafter referred to singly as "event of default" and plurally as "events of default") shall constitute a breach of this lease agreement on the part of Tenant, namely:

1. The filing by or on behalf of Tenant of any petition or pleading to declare Tenant a bankrupt, or the



adjudication in bankruptcy of Tenant under any bankruptcy law or act.

2. The failure of Tenant to pay any rent payable under this lease agreement and the continued failure to pay the same for ten (10) days after Landlord puts Tenant on notice in writing that the rent has not been paid.

3. The failure of Tenant to fully and promptly perform any act required of Tenant in the performance of this lease (other than the payment of rent) or to otherwise comply with any term or provision thereof after ten-days' notice in writing from Landlord of Tenant's failure to perform.

4. The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Tenant.

5. The assignment by Tenant of all or any part of Tenant's property or assets for the benefit of Tenant's creditors.

The levy of execution attachment or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of any judgment, debt or claim.

Upon the happening of any event of default, Landlord, if Landlord shall elect, may (1) collect each installment of rental hereunder as and when the same matures, or (2) terminate the term of this lease agreement without further liability to Tenant hereunder, or (3) terminate Tenant's right to possession and occupancy of the premises without terminating the term of

this lease agreement, and in the event Landlord shall exercise such right of election the same shall be effective as of the date of written notice of Landlord's election given by the latter to Tenant at any time after the date of such event of default. Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession or occupancy of the premises without terminating the term hereof, Tenant shall promptly surrender possession and vacate the premises and deliver possession thereof to Landlord. If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of this lease, Landlord at Landlord's option may enter into the premises, remove Tenant's property and other evidence of tenancy and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Tenant in whole or in part from Tenant's obligation to pay the rent herein reserved for the full term hereof and in such case Tenant shall be liable for the difference in the rent received by Landlord and the rent due under this agreement for the remainder of said term. Upon and after entry into possession without termination of the term hereof, Landlord may, but need not, relet the premises or any part thereof for the account of Tenant to any person, firm or corporation other than Tenant for such rent, for such time, and upon such terms as Landlord in Landlord's sole discretion shall determine.

Upon termination or breach of this lease or re-entry

upon said premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Landlord owed by the Tenant, shall be and become immediately due and payable at the option of the Landlord and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Landlord. The Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney's fee in the event Landlord employs an attorney to collect any rents due hereunder by Tenant, or to protect the interest of Landlord in the event the Tenant is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Tenant upon the said premises, or upon the interest of the Tenant in this lease or in said premises, or in the event the Tenant violates any of the terms, conditions, or covenants on the part of the Tenant herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Tenant of all and singular the terms, conditions and covenants on the part of the Tenant herein contained, and all damages, and costs that the Landlord may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Tenant hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.





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XV. NOTICES:

All rent payments due hereunder and all notices required to be given to Landlord hereunder shall be sent to Landlord in care of \*\*\*, and to such other address as Landlord may direct from time to time by written notice forwarded to Tenant by Landlord. All notices required to be given by Landlord to Tenant hereunder shall be sent to Tenant at the demised premises, or to such address as Tenant may direct Landlord by written notice.

XVI. TERMINATION:

The Tenant will yield up the demised premises and all additions thereto (except signs, equipment and trade fixtures installed by Tenant at its expense) at the termination of the tenancy in as good and tenantable condition as the same are at the beginning of Tenant's occupancy, less reasonable wear and tear.

XVII. HOLDING OVER:

If Tenant retains possession of the premises or any part thereof after the termination of the lease term specified herein, Tenant shall pay the Landlord rent at double the monthly rate specified herein for the time the Tenant thus remains in possession and, in addition thereto, shall pay Landlord for all damages, consequential as well as direct, sustained by reason of the Tenant's retention of possession. If the Tenant remains in possession of the premises, or any part thereof, after the termination of the term, such holding over shall, at the election

of the Landlord expressed in a written notice to the Tenant and not otherwise, constitute a renewal of this Lease for one (1) year. The provisions of this Paragraph do not exclude the Landlord's rights of re-entry or any other right hereunder.

XVIII. ASSIGNMENT OR SUBLETTING:

Tenant may not assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or sublease the premises or any portion thereof unless the written consent of the Landlord be first obtained.

XIX. TENANT TO PAY PRO RATA PORTION OF AD VALOREM TAXES:

Beginning with the commencement date of the within lease, and each lease year thereafter during the primary term of this lease and any extensions hereof, Tenant agrees to pay to Landlord Tenant's pro rata amount of the assessments and ad valorem real estate taxes (or any other taxes adopted by proper governmental authorities as a substitute for and in the nature of real estate taxes) levied against the property and all improvements constructed thereon. The taxes which Tenant shall be required to pay shall be a fractional amount thereof, the numerator of which fraction is the number of square foot floor area of the demised premises and the denominator of which fraction shall be the total square foot area of the entire building in which the demised premises are situated. The amount of taxes for which Tenant is to reimburse Landlord in part, shall be less any abatements, discounts or refunds thereon. Tenant shall be responsible only for its pro rata share of such taxes

for any fractional lease year occurring during the period in which tenant shall be responsible for tax payments as hereinabove described. Upon request of Tenant, Landlord agrees to exhibit to Tenant the paid tax statements as evidence of the basis upon which such taxes are chargeable to Tenant, and such additional rental shall be payable by Tenant on demand after payment by Landlord. All taxes levied against the demised premises other than ad valorem real estate taxes shall remain the sole responsibility of Landlord. Tenant shall have the right from time to time to contest or protest or review by legal proceedings or in such other manner as may be provided, any such taxes, assessments or other governmental impositions aforementioned, and to institute such proceedings in the name of Landlord as Tenant may deem necessary, provided, however, any expenses incurred by reason thereof shall be borne by Tenant and such proceedings conducted free of all expense by Landlord.

XX. TENANT TO PAY PRO RATA PORTION OF LANDLORD'S INSURANCE

PREMIUMS:

Beginning with the commencement date of the within lease, and each lease year thereafter during the primary term of this lease and any extensions hereof, Tenant agrees to pay to Landlord Tenant's pro rata share of the insurance premiums paid by Landlord during the preceding lease year to carry the insurance referred to hereinabove. Tenant's pro rata share of such insurance premiums shall be determined by multiplying the amount of such insurance premiums so paid by Landlord by a



fraction, the numerator of which is the number of square feet of ground floor area contained in the building occupied by Tenant in said center and the denominator of which is the number of square feet of ground floor area in the entire building. Tenant shall be responsible only for its pro rata share of such insurance premiums for any fractional lease year occurring during the period in which Tenant shall be responsible for insurance premium payments as hereinabove described. Tenant agrees to pay its said pro rata share of such insurance premiums each year within ten (10) days from receipt from Landlord of a statement covering such premiums.

XXI. LIMITATION OF PERSONAL LIABILITY:

Anything in this lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the estate and property of Landlord in the land and building of which the demised premises are a part subject to rights of any mortgagee of the premises which may have priority, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord, in the event of any default or breach by Landlord with respect to any of the terms, covenants and conditions of this lease to be observed and/or performed by Landlord; and no other property or assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

XXII. NOTICE OF LANDLORD'S DEFAULT:

Anything in this lease to the contrary notwithstanding,



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Tenant agrees that it will not terminate this lease because of Landlord's default in performance hereof until Tenant has first given written notice as herein stipulated to Landlord and to any holder of a first mortgage encumbering the demised premises (provided Tenant has first been notified in writing of the name and address of said mortgage holder), specifying the nature of the default by Landlord and allowing Landlord and said mortgage holder, or either of them, thirty (30) days after date of such notice to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said thirty (30) day period.

XXIII. ATTORNEYS' FEE:

Tenant agrees to pay Landlord all reasonable attorneys' fees incurred in the event Landlord employs an attorney to collect any rental or other obligations due hereunder by Tenant, or in the event Tenant violates any of the terms, conditions or covenants on the part of Tenant herein contained.

XXIV. EXTENSIONS:

Tenant is herein granted three 3 successive extensions of this lease, each extension to be for a period of twelve 12 years. In the event Tenant exercises Tenant's option to extend the lease as provided for herein, the rental due for the extended term shall be as follows: {VT/s45/.

Such option privilege, if any, may be exercised by the Tenant giving to Landlord a notice in writing at least six (6) months before the expiration of the initial term, and if it may

be extended further, at least six (6) months before the expiration of the initial term, and if it may be extended further, at least six (6) months before the expiration of such extended term, stating the intention of the Tenant to exercise such option and the period for which such option is exercised, and thereupon this lease shall be so extended without the execution of any other or further document.

XXV. SECURITY DEPOSIT:

Landlord acknowledges receipt of the sum of \$2,000.00 from Tenant (except that if such sum is paid by check of Tenant, it is subject to Tenant's having sufficient funds to cover said check) as security for the full and faithful performance by Tenant of each and every term, covenant and condition contained in this Lease Agreement. In the event Tenant defaults in any of the terms, provisions, covenants and conditions of this Lease, including, but not limited to, the payment of any rental or monetary payment due hereunder, Landlord may use, apply or retain the whole or any part of the sum so deposited for the payment of any such sum in default, or for any other sum which Landlord may expend or be required to expend by reason of Tenant's default, including any damages or deficiencies in the reletting of the premises. In the event that Tenant shall fully and faithfully comply with all the terms and conditions of this Lease, and shall surrender the demised premises to Landlord upon the expiration of the term of this Lease in accordance with Section 17 herein, the said sum so deposited, or any remaining balance thereof, shall be



refunded to Tenant, without interest, within sixty (60) days from the expiration of this Lease Agreement.

XXVI. SUBORDINATION AND ESTOPPEL CERTIFICATE BY TENANT:

The Tenant agrees that this lease shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by the Landlord; and Tenant agrees, upon demand, without cost, to execute any instrument as may be required to effectuate such subordination.

Tenant, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or a deed in lieu thereof.

Tenant further agrees that from time to time upon not less than ten (10) days prior request by the Landlord, the Tenant will deliver to the Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and identifying the modifications), (b) the dates to which the rent and other charges have been paid, and (c) that, so far as the person making the certificate knows, the Landlord is not in default under any provisions of this Lease, and, if the Landlord is in default, specifying each such default of which the person making the certificate may have knowledge, it being understood that any such statement so delivered may be relied upon by any landlord under any ground or underlying lease, or any prospective purchaser, mortgagee, or any

assignee of any mortgage on the property.

XXVII. CERTAIN RIGHTS RESERVED TO THE LANDLORD: The Landlord reserves the following rights in connection with the demised premises and the building of which the same are a part:

1. To name the building and to change the name or street address of the building.
2. During the last ninety (90) days of the term, if during or prior to that time the Tenant vacates the premises, to decorate, remodel, repair, alter or otherwise prepare the premises for reoccupancy, without affecting Tenant's obligation to pay rental for the premises.
3. To constantly have pass keys to the premises.
4. On reasonable prior notice to Tenant, to exhibit the premises to prospective tenants during the last six (6) months of the term, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the property and to others having a legitimate interest at any time during the term.
5. At any time in the event of an emergency, and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions and improvements to the premises or to the building, as may be necessary or desirable for the safety, protection or preservation of the premises or the building or the Landlord's interests, or as may be necessary or desirable in the operation or improvement of the building or in order to comply with all laws, orders and requirements of governmental or other authority.

XXVIII. CONDITION OF PREMISES:

Tenant's taking possession of the premises shall be conclusive evidence as against the Tenant that the premises were in good order and satisfactory condition when the Tenant took possession, except as to latent defects. No promise of the Landlord to alter, remodel, repair or improve the premises or the building and no representation respecting the condition of the premises or the building have been made by Landlord to Tenant, other than as may be contained herein.

XXIX. BENEFIT:

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

XXX. TITLES:

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

XXXI. COMPLETE AGREEMENT:

This written lease contains the complete agreement of the parties with reference to the leasing of the demised premises. No waiver of any breach of covenant herein shall be construed as a waiver of the covenant itself or any subsequent breach thereof.

IN WITNESS WHEREOF, Landlord and Tenant have each



caused this lease to be executed, ALL IN DUPLICATE, on this the  
18<sup>th</sup> day of November, 2009.

{VT/s07/

\_\_\_\_\_  
Witness

Mexican Restaurant, LLC

By [Signature]

Its MEMBER

(LANDLORD)

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said  
County, in said State, hereby certify that Carlos Medina, whose  
name as owner of Mexican Restaurant, LLC, a partnership, is  
signed to the foregoing lease and who is known to me,  
acknowledged before me on this day that, being informed of the  
contents of said lease, Carlos Medina, as such owner and with  
full authority, executed the same voluntarily for and as the act  
of said partnership.

Given under my hand and official seal, this the 18<sup>th</sup>  
day of November, 2009.

[Signature]  
Notary Public  
My Commission Expires: 9/28/2011

2 Pesos Mexican Café, Inc.

By: Laura Medina

Its: President

TENANT

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Laura Medina, whose name as owner of 2 Pesos Mexican Café, Inc., a corporation, is signed to the foregoing lease and which is known to me, acknowledged before me on this day that, being informed of the contents of said lease, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 18<sup>th</sup> day of November, 2009.

[Signature]  
Notary Public  
My Commission Expires: 9/28/2011