

LEASE AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

1. THIS LEASE, made and entered into this 9 day of March, 2011, by and between D&R Property, LLC hereinafter called "LESSOR" and World Acceptance Corporation of Alabama d/b/a World Finance Corporation of Montevallo hereinafter called "LESSEE".

WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

2. **Description** – Lessor does hereby Lease unto Lessee and Lessee does hereby take from Lessor the Premises located at and described on the attached Exhibit "A", Site Plan, which details the Premises and the Building/Shopping Center of which the Premises are a part, and as follows:

Office space consisting of approximately 1716 square feet, located at 732 Main St., Montevallo, AL 35115

3. **Terms** - The term of this Lease shall be for thirty-six (36) months, beginning on the 1st day of April, 2011, and terminating on the 30th day of March, 2014, with monthly rental of \$1,287.00 (one thousand two hundred eighty seven dollars and 00/100s) plus, \$213.00 (two hundred thirteen dollars and 00/100s) a pro-rated share of CAM, taxes, and insurance, hereinafter called the "Initial Term", with rent payable monthly in advance, by the 10th of each month, with the option of Lessee to extend said term after expiration of "Initial Term" for an additional 36 months by giving to Lessor written notice thereof at least 30 days before the end of the previous term, during which additional term the monthly base rent shall be \$1415.70, provided Lessee is not in default under the terms and conditions of this Lease.

- a. Lessee shall have access to the Premises upon completion of landlord's work estimated to be March 15, 2011. In no event will rent commence prior to delivery of the space.
- b. Lessee and Lessor may record this Lease or a memorandum of this Lease at their sole expense and agree to execute such documents upon request.
- c. Any and all notices required shall be sent either Certified Mail, or recognized Overnight Courier to the Lessor or the Lessee as shown below or to such other address as a party may specify to the other by written notice in accordance herewith. Notice shall be deemed received on the date of receipt evidenced by the Certified Mail receipt or the Overnight Courier's statement of delivery. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed delivered seven (7) days after the date the notice was placed in the US mail or two (2) days after placing with the Overnight Courier.

AS TO LESSOR:

Name: D&R Property, LLC

Street Number
& Name 2107 5th Ave. North, Suite 100

City & State Birmingham, AL 35203

AS TO LESSEE:

Name: World Acceptance Corporation of Alabama
d/b/a World Finance Corporation of Montevallo

Street Number
& Name P.O. Box 6429 / 108 Frederick Street

City & State Greenville, SC 29606 / 29607

Shelby County, AL 04/27/2011
State of Alabama
Deed Tax: \$42.00



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4. **Late Payment** - Should the Lessee at anytime fail to pay said rent within 10 days after receipt of written notification from Lessor, Lessee will be in default and Lessor may pursue any remedy Lessor has at law to repossess the Premises. If Lessee fails to commence to cure any other provision within ten (10) days after receipt by Lessee of written notice from Lessor, Lessor may pursue any remedy Lessor has at law to repossess the Premises.
5. **Purposes** – Lessee agrees the Premises are to be used for the purposes of conducting a general finance and insurance business, including the arranging for the loaning of money, discounting all kinds of commercial paper, mortgages, conditional sales contracts, security agreements, catalog sales, in-house sales of electronics, tax preparation, and other related business activities. Lessor covenants that there are no exclusivity agreements with any other lessees in the building or center of which the Premises are a part that would prohibit Lessee from engaging in any of the services noted above. The Lessee use is limited to the services listed above and the Lessee will not engage in other any additional services without the Lessor's prior consent.
6. **Lessee's Repairs and Maintenance** – Lessee has the permission and right to redecorate the interior of the Premises and to make such improvements therein as are necessary for the conduct of its business that will not interfere with the structural support of the building. Lessee will be responsible for repairs to interior of Premises including above-floor portions of plumbing located within Leased Premises and the first \$500 annually of the cost of repair, maintenance and replacement of the heating, cooling or ventilation systems. Lessee shall return Premises to Lessor at expiration or termination of term or extension thereof in like condition, broom clean, reasonable wear, tear, casualty thereof, alterations, additions, erections, or improvements permitted pursuant to the Lease or permitted by the Lessor excepted. Lessee will procure an HVAC maintenance agreement for semi-annual service to the unit at its expense.
7. **Lessor's Repairs and Maintenance** - Lessor agrees to maintain at Lessor's expense the structural portions and foundation of the Premises and the interior electrical circuits and the exterior of Premises, including the roof, roof structure, gutters, outer walls, windows, doors, door closure devices, plate glass, down spouts, fire sprinkler systems, sidewalks, parking area, and electrical, and any below-floor or underground plumbing, sewer and other utilities. Lessor further agrees that it shall be responsible for all damage due/eradication of wood destroying or other insects, rodents or fowl. Subject to Lessee's annual obligation to pay the first \$500 of the cost of maintenance, repair or replacement of the heating, cooling or ventilation system, Lessor shall, at Lessor's expense maintain, repair or replace any heating, cooling or ventilation systems serving the Premises. Lessor covenants the Premises shall be in good, clean condition with all systems and utilities serving the Premises in good condition and working order with all utilities turned on and ready to be placed in Lessee's name if necessary. The Premises shall be in compliance with all laws, ordinances, orders, rules, regulations and other governmental requirements and requirements of the board of fire underwriters or insurance service office, relating to the use, condition, or occupancy of the Premises at the commencement of the Lease. The HVAC system serving the Premises shall be adequate to heat and cool the Leased Premises.

Payment of Common Area Expenses, Taxes and Insurance:

8. **Common Area Expenses** - Lessee's prorated share of Common Area Maintenance shall be determined by a fraction, the numerator of which is the number of square feet of leasable floor area in the Premises, which is 1716 and the denominator of which is the total number of leasable square feet within all the Buildings in the center, which is 9920.(herein 'Lessee's Prorated Share') The foregoing notwithstanding, the attached Exhibit B, Common Area Expense Exclusions, shall apply to this section and control. - Lessor shall furnish Lessee, no later than 120 days after Lessor's fiscal year, with an itemized statement of common area maintenance charges including requested copies of all charges and costs and Lessee has the further right to inspect and copy the Lessor's accounts and allocations of common area maintenance expenses at the shopping center office. Any excess or deficiency shall be paid within thirty (30) days after such statement is given. Lessor agrees to: 1. Maintain, repair, restore, repaint, and replace the common areas, including without limitation landscaping, asphalt, sidewalks, and utilities serving the common areas. 2. Keep the common areas illuminated until some period after the shopping center closes. 3. Clean the common areas and keep them free of accumulations of snow, ice, and debris. 5. Maintain public liability and property damage insurance for injuries or damage occurring in the common areas. Lessee's pro rated share of Common Area Maintenance during the first and last year of the Lease or any extension thereof shall be further pro rated by the number of days the Lessee is in possession is to 365. The Lessor will not close or change the common areas in such a way as to limit the Lessee's ease of access to its Premises or build any barriers (from fences to planters to bumper guards) in the common areas that may guide traffic away from Lessee's Premises. The Lessor shall not close or

change the common areas in such a way as to limit the Lessee's ease of access to its Premises or build any barriers (from fences to planters to bumper guards) in the common areas that may guide traffic away from Lessee's Premises. Lessor warrants that no changes to the Center or Common Areas by Lessor shall materially or adversely affect the parking, access or visibility to the Premises. Lessor agrees that Lessee's share of controllable Common Area Expenses (excluding taxes and insurance) shall not increase by more than 5% year over year. Lessor will execute a lease to a Yogurt shop in the space next to the space leased herein. The yogurt shop will remove the plantings from the planter outside their space, and install seating there in accordance with local codes. This will not remove any parking spaces or obstruct your entrance. This modification to a planter in the parking area is not to be considered a violation of this paragraph.

Taxes –

(a) Lessor shall pay all taxes, assessments, and other charges which may be levied, assessed or charged against the Demised Premises by governmental process and will make all payments required to be made under the terms of any mortgage which is now or may hereinafter become a lien on the Demised Premises. Lessee shall reimburse Lessor for Lessee's Prorated Share, within thirty (30) days after payment of such by Lessor. Lessor shall provide a copy of its tax receipt to Lessee.

(b) Lessee shall pay all operating license fees for the conduct of its business and ad valorem taxes levied upon its trade, fixtures, inventory and stock of merchandise.

(c) There shall be excluded from the tax bill to which Lessee contributes for the purposes of computing Lessee's Prorated Share (i) any increase in taxes caused by construction in the Shopping Center commenced subsequent to occupancy by Lessee hereunder until such time as such newly constructed space constitutes leasable floor area; (ii) income, excess profits, estate, single business, inheritance, succession, transfer, franchise, capital or other tax assessments upon Lessor or the rentals payable under this Lease; and (iii) assessments relating to the initial construction of the Shopping Center or capital improvements (but not replacements) subsequently constructed therein or with respect thereto.

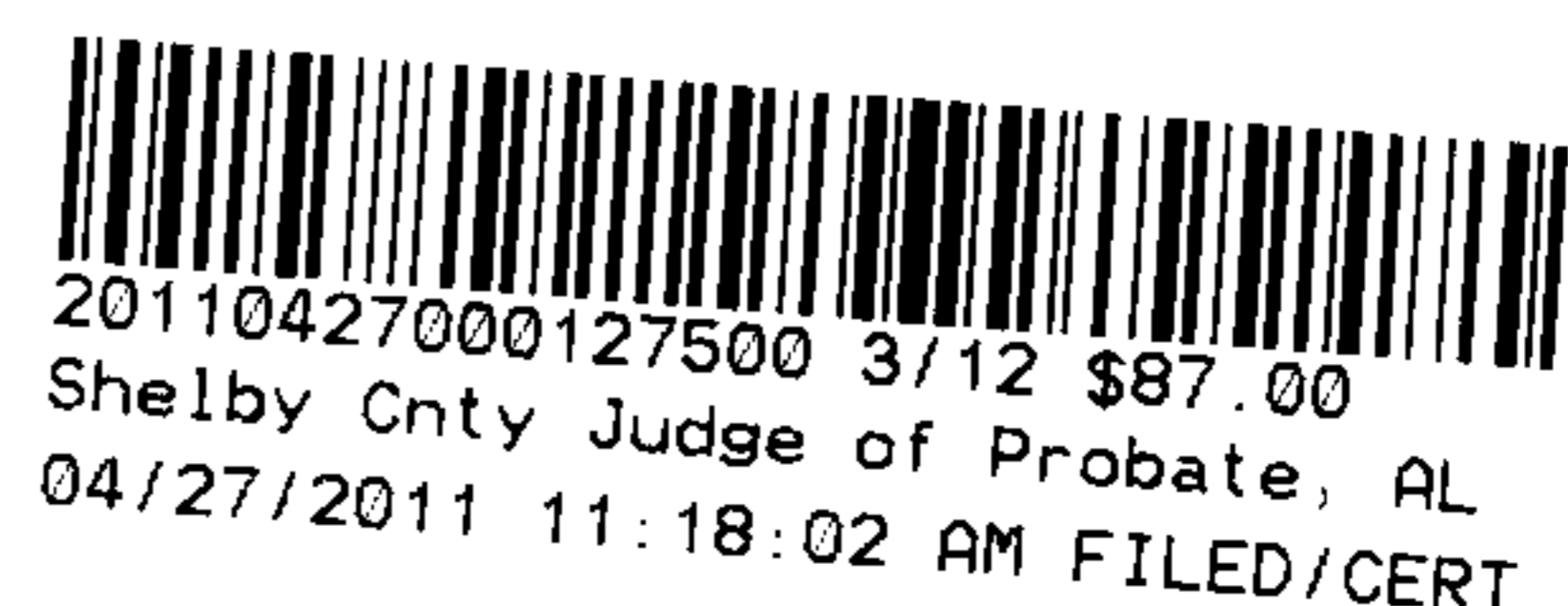
(d) In the event any part of the Shopping Center is separately assessed and the real estate taxes and assessments relating thereto are payable directly by the occupant thereof, then said taxes and assessments relating to such part of the Shopping Center shall be excluded from the computation of Lessee's Proportionate Share of the real estate taxes and assessments levied or assessed against the land and buildings comprising the Shopping Center.

Insurance - Lessee shall on an annual basis pay to Lessor Lessee's Prorated Share of the costs of Lessor maintaining and providing the insurance policies required of Lessor hereinafter described. Payment shall be due to Lessor within thirty (30) days after receipt of invoice and a copy of the paid insurance premiums.

9. **Access by Lessor** - Lessor may, upon 1 hour's notice to Lessee, except in the case of an emergency, in which case Lessor may enter the Premises with or without notice as may be reasonable, enter Premises during Lessee's business hours for the purpose of examining the same or making such repairs as necessary that do not materially interfere with Lessee's conduct of its business. Lessor shall try to perform all work outside Lessee's business hours if possible. Lessor shall give Lessee at least one day's notice prior to entering the Premises after Lessee's normal business hours.

10. **Utilities** - The cost of all gas, electricity, and other utilities used in the Premises during the term hereof shall be paid for by Lessee unless some or all are paid for by Lessor. Any impact or connection fees will be paid in full by Lessor (excluding any refundable utility deposits to be paid by Lessee).

11. **Assignment** - Lessee may assign this Lease Agreement or sublet the same or any part thereof to any person or corporation with the written consent of Lessor, it being understood that Lessor's consent will not be unreasonably withheld or delayed. Lessee, however, has the right, without Lessor's prior written consent and without further consideration, to assign the entire Lease to any subsidiary, affiliate or parent which it now has or which it may acquire in the future, provided Lessee or its successor remains responsible for the performance and fulfillment of the terms and obligations of this Lease.



12. **Erection and Removal of Signs** – *Upon the written approval of the Lessor and with governmental approval*, Lessee may place signs on both the exterior and interior of the Leased Premises for the purpose of indicating the nature of the business carried on by Lessee in said Premises and shall not damage the Leased Premises in any manner by such installation. At the termination of this Lease, Lessee may remove its signs, and any damage to the Premises caused by removal shall be promptly repaired by Lessee. It is agreed that any signs, trade fixtures, office furniture, fixtures, and equipment may be removed by Lessee at the expiration or earlier termination of the Lease Agreement, or any renewal or extension thereof.
13. **Casualty** – Should the Premises or the building of which the Premises are a part be partially or totally destroyed by fire or other cause or should be damaged by any cause to such an extent that rebuilding or repairs cannot be made within sixty (60) days from the date of the fire or other cause of damage, Lessee or Lessor shall have the option to terminate this Lease and Lessee's liability under the Lease shall cease as of the date of such damage. If, however, Lessee or Lessor does not exercise said option to terminate the Lease, Lessor shall rebuild and/or repair the Premises to substantially the same condition the Premises were in immediately prior to the casualty and allow Lessee an abatement in the rent and any additional rent until the Premises are ready for occupancy. In the event the Lease is terminated pursuant to this Part 12, any monies prepaid by Lessee shall be returned to Lessee by Lessor.
14. **Cure Lessor's Default** – If Lessor fails to commence to make any repairs or do any work required of Lessor by the provisions of this Lease and diligently pursue to completion, or in any other respect fails to commence to perform any covenant or agreement in this Lease on the part of the Lessor to be performed, Lessee, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by Lessee to Lessor notwithstanding any delay or forbearance in giving such notice, (or in case of any emergency, upon such notice, or without notice, as may be reasonable under the circumstances) Lessee may (a) pay said costs and other charges and cure such defaults all on behalf of and at the expense of Lessor, and do all necessary work and make all necessary payments in connection therewith, and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee and agrees that Lessee may withhold any and all rental payments thereafter becoming due to Lessor pursuant to the provisions of this Lease, or any extension thereof together with interest at the rate of ten percent (10%) per annum, and may apply the same to the payment of such indebtedness of Lessor to Lessee until such indebtedness is fully paid or (b) Lessee may terminate the Lease Agreement with thirty (30) days prior notice to Lessor. Nothing herein contained shall preclude Lessee from proceeding to collect the amount so paid by it as aforesaid without waiting for rental offsets to accrue; and if at the expiration of this Lease or any extension thereof there shall be any sums owing by Lessor to Lessee, this Lease may at the option of Lessee be extended and continue in full force and effect until sixty (60) days after the date when the indebtedness of Lessor to Lessee has been fully paid.
15. **Lessee's Remedies** – Any repairs to interior of Leased Premises or Lessee's personal property due to damage from Lessor's continued non-remedied default; i.e., roof, drainage pipes, wall leaks, etc. shall be paid for by Lessor per the provisions in section 14 of this Lease.
16. **Attorneys' Fees** – If Lessor or Lessee litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Lessor or Lessee is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation. For the purposes of the Lease, the successful litigant is the one who recovers the net judgment in claims for monetary damage and the one who recovers substantially the relief it sought in claims that do not involve monetary damages.
17. **Eminent Domain** - Should the Premises described herein, or any part thereof, be taken by condemnation or eminent domain by any local or political authority or subdivision thereof, having such power so that the Lessee cannot carry out its purpose or objects on said Premises, this Lease and Lessee's liabilities under the Lease shall terminate upon such taking. Any monies prepaid by Lessee shall be refunded to Lessee upon such termination.
18. **Adverse Legislation** – It is agreed by and between the parties hereto that if during the term of this Lease or any extension thereof any law, decision, regulation or condition exists, continues or is made effectual in this City, State, or Nation, which in the judgment of the Lessee adversely affects or makes it unprofitable for the Lessee to carry on its business in these Premises, then in any such event this Lease may be cancelled by the Lessee by serving a 90-day

written notice of cancellation on the Lessor or its authorized agent. This Lease is contingent upon Lessee being granted all licenses/permits necessary to operate where the Premises are located under the provisions of any municipal, county, state or Federal entities.

19. **Insurance**

A. Fire/Casualty Insurance by Lessor: During the Base Term and any Renewal Term, Lessor covenants and agrees to maintain in full force a policy or policies of insurance on the Building providing insurance protection against risks of direct physical loss, specifically including protection against damage or destruction by fire and other casualties excluding flood, earthquake and vandalism insurance (formerly known as "All Risk Insurance"). Said insurance shall be in the amount equal to the full replacement value of the permanent improvements thereon under a policy or policies issued by responsible insurance companies and authorized to do business in the State of AL. Lessee agrees that it will not do or keep anything in or about the Premises which will contravene the Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessor from procuring such policies from companies acceptable to the Lessor at reasonable rates. Lessor shall provide evidence of said insurance coverage to Lessee.

B. Fire/Casualty Insurance by Lessee: During the Base Term and any Renewal Term, Lessee covenants and agrees that at its sole of cost and expense it will maintain in full force a policy of insurance on the interior of the Premises and upon its personal property, fixtures, equipment and merchandise therein, etc. for which Lessee is contractually responsible] providing insurance protection against risk of direct physical loss, specifically including protection against damage or destruction by fire and other casualties, excluding flood, earthquake and vandalism insurance (formerly known as All Risk Insurance). Lessor agrees that it will not do or keep anything in or about the Premises which will contravene the Lessee's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessee from procuring such policies from companies acceptable to the Lessee at reasonable rates. Further, Lessor covenants and agrees that it will require all other lessees of the building/project/shopping center/etc. to carry, at a minimum, the insurance coverage specified herein. Lessee shall provide evidence of said insurance coverage to Lessor.

C. Liability Insurance by Lessor: Lessor shall, at its own expense, provide and keep in force a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to do business in the State of AL, protecting both the recovery being waived by the Lessor against Lessee, its successors and against any and all liability occasioned by occurrence, accident or disaster on the Demised Premises and/or the Common Improvements, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance, with proof of payment of premium, shall be deposited with the Lessee upon issuance.

D. Liability Insurance by Lessee: Lessee shall, at its own expense, provide and keep in force, for the benefit and protection of Lessor and Lessee as their respective interest may appear, a general liability policy or policies in standard form issued by reliable companies approved by both parties and licensed to business in the State of AL, protecting both the recovery being waived by the Lessee against Lessor, its successors and assigns against any and all liability occasioned by occurrence, accident or disaster on Demised Premises, the Building and/or the Property, such insurance to be written on an occurrence basis (not a claims made basis), to be in combined single amounts not less than \$1,000,000.00 and to have aggregate limits of not less than \$2,000,000.00 for each policy year. A renewal policy shall be secured not less than ten (10) days prior to the expiration of any policy and a certificate of the insurer evidencing such insurance, with proof of payment of premium, shall be deposited with the Lessor upon issuance.

E. Mutual Indemnification: The Lessee agrees to indemnify and hold and save Lessor, its agents, employees, tenants and visitors, harmless at all times during the primary term and any extension hereof, from and against any losses, damages, costs, or expenses on account of any claim for injury, including death, or damage either to person or property sustained which arises out of the use and occupancy of the Demised Premises by the Lessee, its agents, employees, invitees, and customers (except those resulting from Lessor's willful, negligent or unlawful acts or omissions). Lessor shall give Lessee notice of all claims made against the Lessor that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessee's written consent.

The Lessor agrees to indemnify and/or hold and save the Lessee harmless, at all times during the Base Term and any extension hereof, from and against any losses, damages, cost, or expenses on account of any claim for injury by a third party, including death or damage either to person or property, against the Lessee, which arises out of the use and occupancy of the Common Areas and/or Demised Premises by the Lessor, its agents, employees, invites, and customers (except those resulting from Lessee's willful, unlawful or negligent acts). Lessee shall give Lessor notice of all claims made against the Lessee that come within the scope of the indemnification in this paragraph and shall not settle any such claim without the Lessor's written consent.

F. Copies: All policies required by this Lease shall be in such form and with such insurance company as shall be reasonably satisfactory to both parties with provisions for at least ten (10) days notice to the party not responsible for procuring the policy. At least ten (10) days before the expiration of any such policy, the party responsible for procuring the insurance shall supply the other party with a substitute therefore or with evidence of payment of premiums therefore and a certificate of insurance detailing such coverage. In the event either party does not maintain the insurance herein called for, the other party may obtain said insurance and the party responsible for procuring the policy shall reimburse the other party for the premiums on said insurance on demand.

G. Mutual Subrogation: Lessor and Lessee hereby grant to each other, on behalf of any insurer providing insurance to either Lessor or Lessee as required by this Lease, improvements thereon or contents thereof, a waiver of any right of subrogation by any such insurer that each may acquire against the other by virtue of payment of any loss under such insurance. Each of the parties hereby waives any rights it may have against the other party on account of any loss or damage to its property (including the Premises and its contents) which arises from any risk ordinarily covered by fire and extended coverage insurance or any other insurance required to be carried hereunder, whether or not such other party may have been negligent or at fault in causing such loss or damage. Each party shall obtain a clause or endorsement in the policies of such insurance which either party obtains in connection with the Premises or Demised Premises to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the other party for loss covered by such insurance. Should Lessor or Lessee be unable, unwilling, or otherwise fail to obtain such waiver of subrogation from its insurance carrier, this subsection G, shall be void and considered deleted from the Lease Agreement.

20. **Environmental** - Lessor represents and warrants to Lessee that Lessor has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation or asbestos as those terms are defined in any hazardous substance laws and Lessor will indemnify and hold harmless Lessee, its directors, officers, employees and any assignees, Sub-Lessees or successors to Lessee's interest in the Premises, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, including without limitation all consequential damages, directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Lessor, its agents, or contractors prior to or after the execution of this Lease. The provisions of this Lease relating to hazardous substances will survive the expiration or termination of this Lease.
21. **Condition of Premises** – Lessor represents and warrants to Lessee that on the date of delivery of possession of the Premises to Lessee the Premises will be in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any similar body having jurisdiction over the Premises or the building of which the Premises are a part. Lessor further warrants the HVAC, electrical, and plumbing systems will be in good working order upon delivery of the Premises to the Lessee. Lessor will also complete any work as detailed on the attached Exhibit C, Lessor's Work.
22. **Liens** – This Lease does not grant a lien or any other express or implied security interest to Lessor with respect to Lessee's property.
23. **Parking** – Lessee's employees and business invitees shall have the right to use adequate designated parking spaces in the parking area adjacent to the Premises.
24. **Consent** – Lessor and Lessee covenant that any consent or approval required of either party herein shall not be unreasonably withheld or delayed.

Acknowledgment

State of Alabama

State of South Carolina

County of Jefferson

County of Greenville

The foregoing instrument was acknowledged before me this 5th day of March, 2011,

This foregoing instrument was acknowledged before me this 2 day of March, 2011,

by [Signature] its Manager

by Stacey K. Estes

[Signature]
Notary Public

[Signature]
Notary Public

My Commission Expires: 8-16-2014

My Commission Expires: 3/20/2019


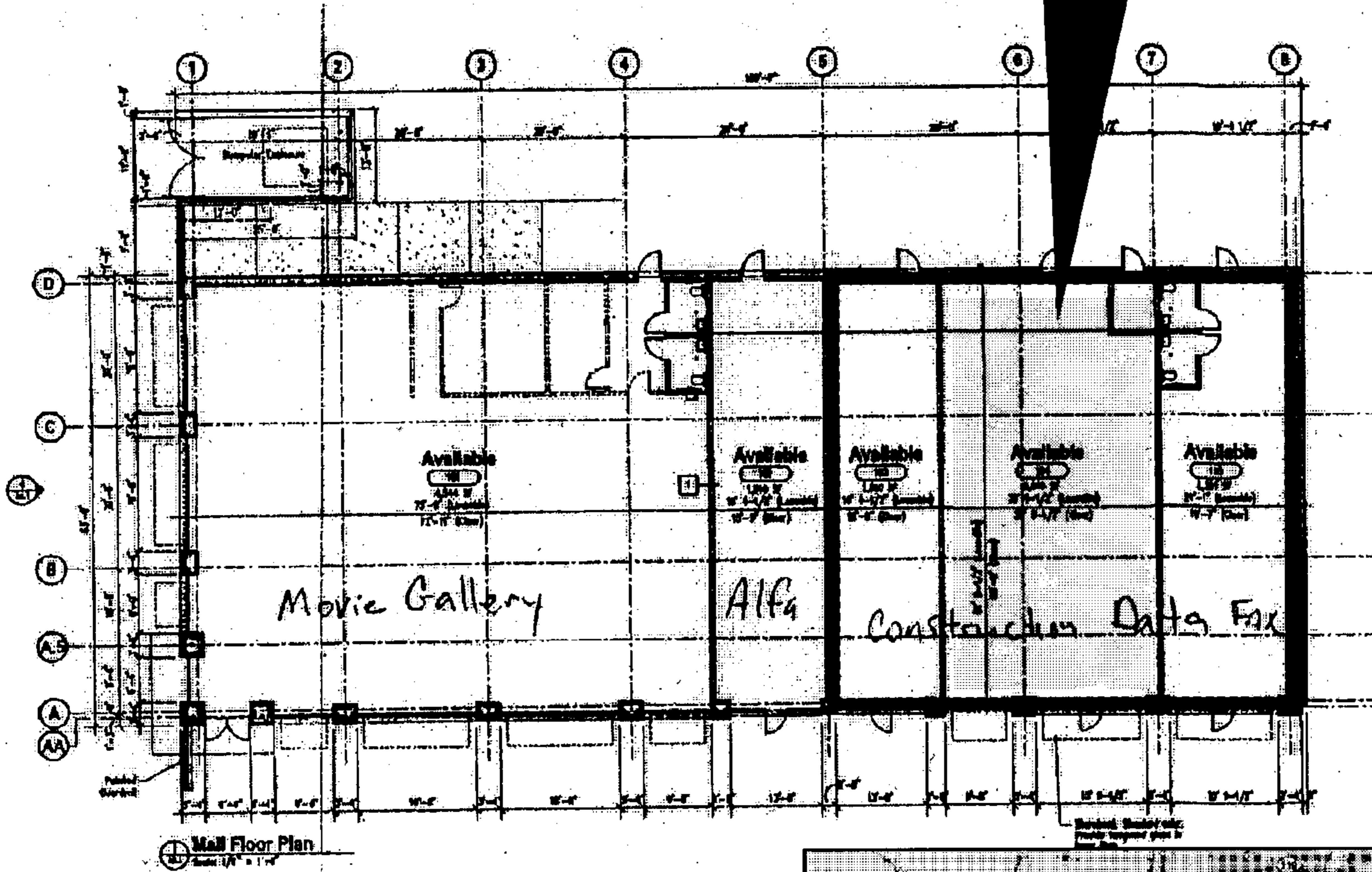
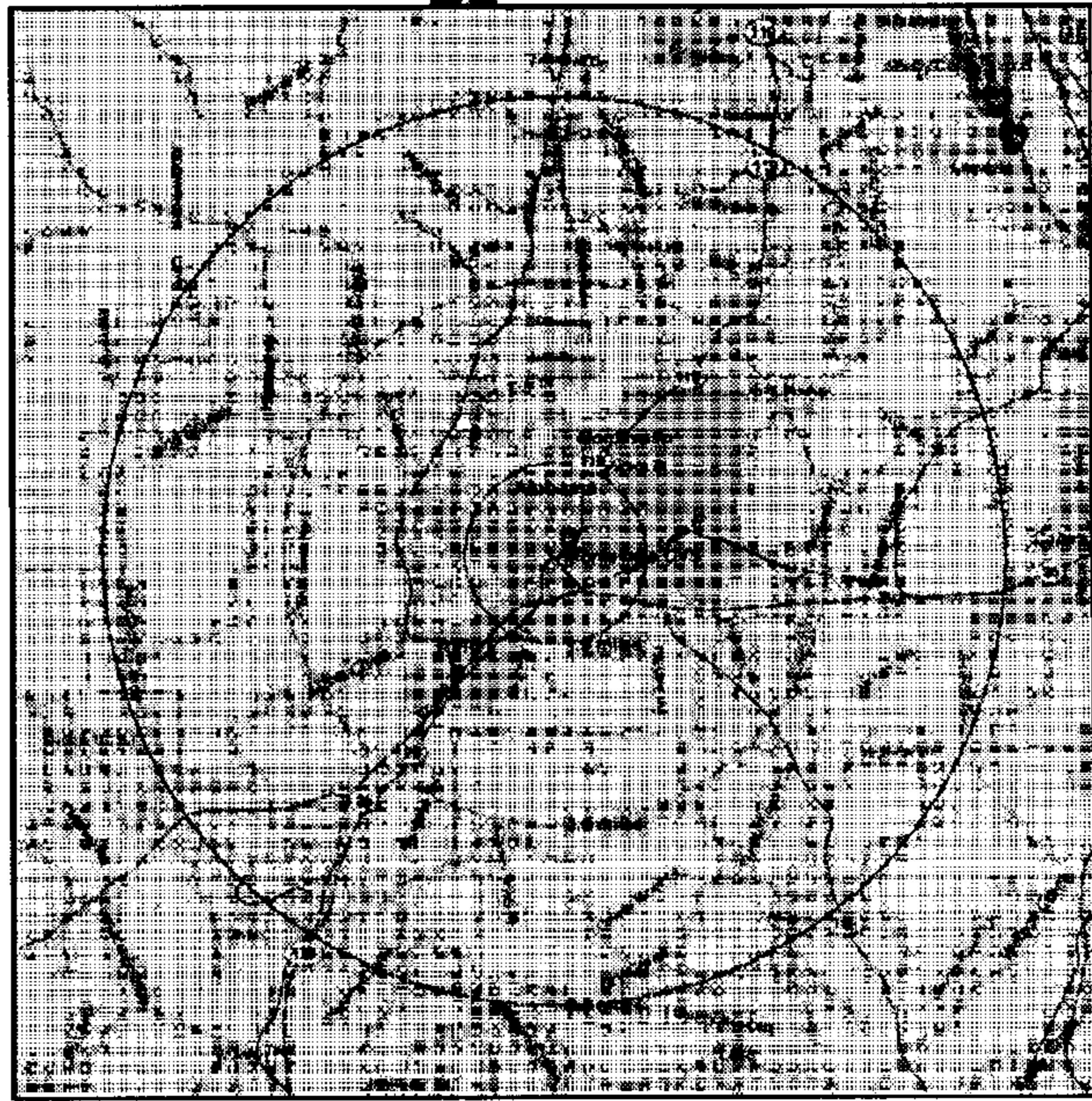

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Exhibit A
Site Plan

Available
Space



	1 Mile	3 Mile	5 Mile
2009 Population	3,945	8,671	13,897
Median HH Income	\$40,068	\$38,630	\$42,805




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EXHIBIT "B"
COMMON AREA EXPENSE EXCLUSIONS

These Common Area Expense exclusions supersede any Language in the Lease Agreement.

1. Costs of decorating, redecorating, or special cleaning or other services not provided on a regular basis to Tenants of the building. The costs for any merchants association dues or marketing fees.
2. Wages, salaries, fees and fringe benefits paid to administrative or executive personnel or officers or partners of Lessor unless employed at competitive rates as independent contractors.
3. Any Administrative or Management fees in excess of 10% of the total cost of acceptable Common Area Expenses exclusive of property taxes and insurance payments. Lessor may charge either an Administrative fee or a Management fee, but not both.
4. Any charge for depreciation of the building or equipment and any interest or other financing charge.
5. All costs relating to activities for the solicitation and execution of Leases of space in the building.
6. All costs and expenses of operating a garage or commercial space in the shopping center.
7. The cost of any electric current furnished to the Premises or any rentable area of the building for purposes other than the operation of building equipment and machinery and the lighting of public toilets, stairways, shaftways and building machinery or fan rooms. Lessor cannot exempt any Lessees within the Center from Common Area Maintenance fees.
8. The cost of correcting defects in the construction of the building or in the building equipment, except that conditions (not occasioned by construction defects) resulting from ordinary wear and tear will not be deemed defects for the purpose of this category.
9. The cost of any repairs made by Lessor because of the total or partial destruction of the building or common areas or the condemnation of a portion of the building or common areas that is not covered in Tenant's or Lessor's standard insurance policy.
10. The cost of any additions or capital improvements to the shopping center subsequent to the date of original construction.
11. The cost of any repairs, alterations, additions, changes, replacements, and other items that are properly classified as capital expenditures to the extent they upgrade or improve the building as opposed to replace existing items that have worn out.
12. Any operating expense representing an amount paid to a related corporation, entity, or person that is in excess of the amount that would be paid in the absence of such relationship.
13. The cost of tools and equipment used initially in the construction, operation, repair and maintenance of the shopping center.
14. The cost of any work or service performed for or facilities furnished to any Tenant of the building to a greater extent or in a manner more favorable to such Tenant than that performed for or furnished to Tenant.
15. The cost of alterations of space in the shopping center leased to other Tenants.
16. The cost of overtime or other expense to Lessor in curing its defaults or performing work expressly provided in this Lease to be born at Lessor's expense.

17. Amounts paid (including interest) on account of or to cure statutes, laws, notes, or ordinances by Lessor on any part of the shopping center.
18. Any costs for qualified expenses that were not amortized pursuant to the Internal Revenue Code of 1986 as amended.



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EXHIBIT 'C'
LESSOR'S WORK

In addition to language in Paragraph 21, Condition of Premises, Lessor will perform the following work:

- Build Interior Wall per Lessee's specifications
- Paint interior of premises a color of Lessee's choosing
- Lessee will provide Lessor with its color selection as soon as possible.



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