


EXHIBIT "A"

RECORDED SHORT FORM LEASE

PREPARED BY, RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

  
20120511000166130 1/8 \$206.00  
Shelby Cnty Judge of Probate, AL  
05/11/2012 12:08:05 PM FILED/CERT

**Irwin J. Fayne**  
Holland & Knight LLP  
515 East Las Olas Boulevard  
Suite 1200  
Fort Lauderdale, FL 33301

(space above this line for Recorder's use only)

SHORT FORM LEASE

This Memorandum of Lease (this "Memorandum") is dated as of the date of the last signature appearing below, by and between Bazaar 280, LLC, an Alabama limited liability company ("Landlord"), with an address of 3755 Corporate Woods Drive, Vestavia Hills, Alabama 35242, Attn: Real Estate -- Bodnar Investment Group, Inc., and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("Tenant"), with an address of c/o Cushman & Wakefield of Florida, Inc., Verizon Wireless Portfolio Management, 1907 U.S. Highway 301 North, Mail Code: FLG1-300, Tampa, Florida 33619, Attn: Real Estate Administration, Facsimile: (813) 246-3399, Verizon Property ID GLC#: 121706, with reference to the following facts:

On October 23, 2001, 280 Market Place, LLC, as predecessor in interest to Landlord, and Tenant entered into that certain Shopping Center Lease, as amended by that certain First Amendment to Shopping Center Lease (together, the "Lease"), whereby Tenant leases from Landlord approximately 2,800 square feet of retail space (the "Leased Premises") as shown on the site plan attached hereto as Exhibit "A" and made a part hereof. The Leased Premises is in that certain shopping center and located at 5363 Highway 280, in the city of Birmingham, county of Shelby, and state of Alabama, as legally described on Exhibit "B" attached hereto and made a part hereof. Concurrently with the date hereof, Landlord and Tenant entered into that certain Second Amendment to Shopping Center Lease (the "Second Amendment") for the Leased Premises.

NOW, THEREFORE, for and in consideration of the foregoing, Landlord and Tenant hereby agree as follows:

1. Agreement to Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Leased Premises, together with the right in common with others to use all Common Areas of the Shopping Center for their intended purposes (including for parking and for ingress and egress to the Leased Premises from the public roadway(s) adjacent to the Shopping Center), pursuant to the Lease and Second Amendment, at the rental and upon all of the terms and conditions set forth in the Lease and Second Amendment, which Lease and Second Amendment are incorporated herein by this reference. For purposes hereof, "Common Areas" shall mean the portions of the Shopping Center, whether now or hereafter owned by Landlord or now or hereafter made available by Landlord for use by tenants within the Shopping Center, that are or have been designated and approved by Landlord for common use by or for the benefit of more than one tenant of the Shopping Center, including but not limited to parking lots, access and perimeter roads, truck passageways, loading platforms, fire corridors, service corridors, landscaped areas, exterior walks, arcades, stairways, ramps, interior corridors, elevators, stairs, underground storm and sanitary sewers, utility lines, washrooms, drinking fountains, toilets, and other public facilities, bus stations, taxi stands, and the like, all of which are either owned solely by Landlord or which directly benefit the Shopping Center and for which Landlord has direct maintenance and repair obligations; but excluding all portions of the Shopping Center that are used or intended for the exclusive use by one tenant under the terms of its lease. In the event of any inconsistency between the terms and



conditions of this Memorandum and the terms and conditions of the Lease and Second Amendment, the terms and conditions of the Lease and Second Amendment shall govern and control.

2. Term. Concurrent with the execution of the Second Amendment, the Lease is hereby renewed for an additional three (3) years commencing as of June 1, 2012 and expiring May 31, 2015. Further, according to the Lease, Tenant has an option to renew the Term of the Lease for one (1) additional three (3) year period.

3. Additional Provisions. The Lease, as amended, contains, among other provisions, the following specific provisions:

A. Use: The furnishing of wireless and/or wireline communications services (including, without limitation, voice, data, paging, text messaging, television, video, fiber optic cable and internet access) and the sale and servicing of wireless and/or wireline communications equipment and related accessories and the sale and servicing of internet devices and wireless computing equipment and any services and items which are a technological evolution of any of the foregoing services, equipment and/or accessories.


B. Landlord agrees that neither it nor any related or affiliated entity shall enter into any agreement giving any third party the right, nor permit any third party during the Term, to conduct any business which is the same, or substantially the same, in whole or in part, as the furnishing of wireless and/or wireline communications services (including, without limitation, voice, data, paging, text messaging, television, video, fiber optic cable and internet access) and the sale and servicing of wireless and/or wireline communications equipment and related accessories and the sale and servicing of internet devices and wireless computing equipment, and any services and items which are a technological evolution of any of the foregoing services, equipment and/or accessories, within the Shopping Center. In the event of a breach or a threatened breach of this covenant, Tenant shall be entitled to any and all remedies which may be available in law or equity including, but not limited to, injunctive relief. With respect to the furnishing of television, video and internet access and the sale and servicing of internet devices and wireless computing equipment, as well as any items which are a technological evolution of any such devices and equipment, Tenant's exclusive shall only apply to direct competitors of Tenant, including, without limitation, AT&T, Sprint, T-Mobile and Radio Shack.

C. Landlord shall provide Tenant with its proportionate share of parking and shall not change the parking areas during the Lease Term.

D. Landlord shall not construct or permit the construction of any improvement which impedes or hinders access to and from or visibility of the Leased Premises from all roadways from which the Leased Premises are accessed and/or visible as of the effective date of the Lease or as of the Commencement Date, if the Shopping Center is not complete as of the effective date of the Lease.

4. Covenants Running with the Land. The covenants of Landlord set forth in the Lease and Second Amendment shall run with the land of the Leased Premises in accordance with the provisions of applicable law.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

  
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IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.

**LANDLORD:**


BAZAAR 280, LLC,  
an Alabama limited liability company

By: *Hunter Williams*  
Name: Hunter Williams  
Title: Manager  
Date: 4/4/12

**TENANT:**

CELLCO PARTNERSHIP d/b/a Verizon Wireless,  
a Delaware general partnership

By: *D-A*  
Name: Dean A. Jones  
Title: Director, RE/Facilities  
Date: 4/27/12 South Area

  
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STATE OF ALABAMA )  
COUNTY OF JEFFERSON ) : ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of APRIL, 2012, by HUNTER WILLIAMS the MANAGER of BAZAAR 280, LLC on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public Judith A. Lemsky  
Name of Notary Printed: JUDITH A. LEMSKY

My commission expires: 1-19-15 (NOTARY SEAL)

My commission number is:

STATE OF Georgia )  
COUNTY OF Fulton ) : ss.

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 2012, by Dean A. Jones, the Dir, RE/Fac of CELLCO PARTNERSHIP d/b/a/ Verizon Wireless, on behalf of the general partnership. He/She is personally known to me or has produced N/A as identification.

Notary Public Katharine C. Still  
Name of Notary Printed:

My commission expires: (NOTARY SEAL)

My commission number is:



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**EXHIBIT A TO MEMORANDUM OF LEASE**  
**DEPICTION OF PREMISES AND PARKING AREAS ON SITE PLAN**

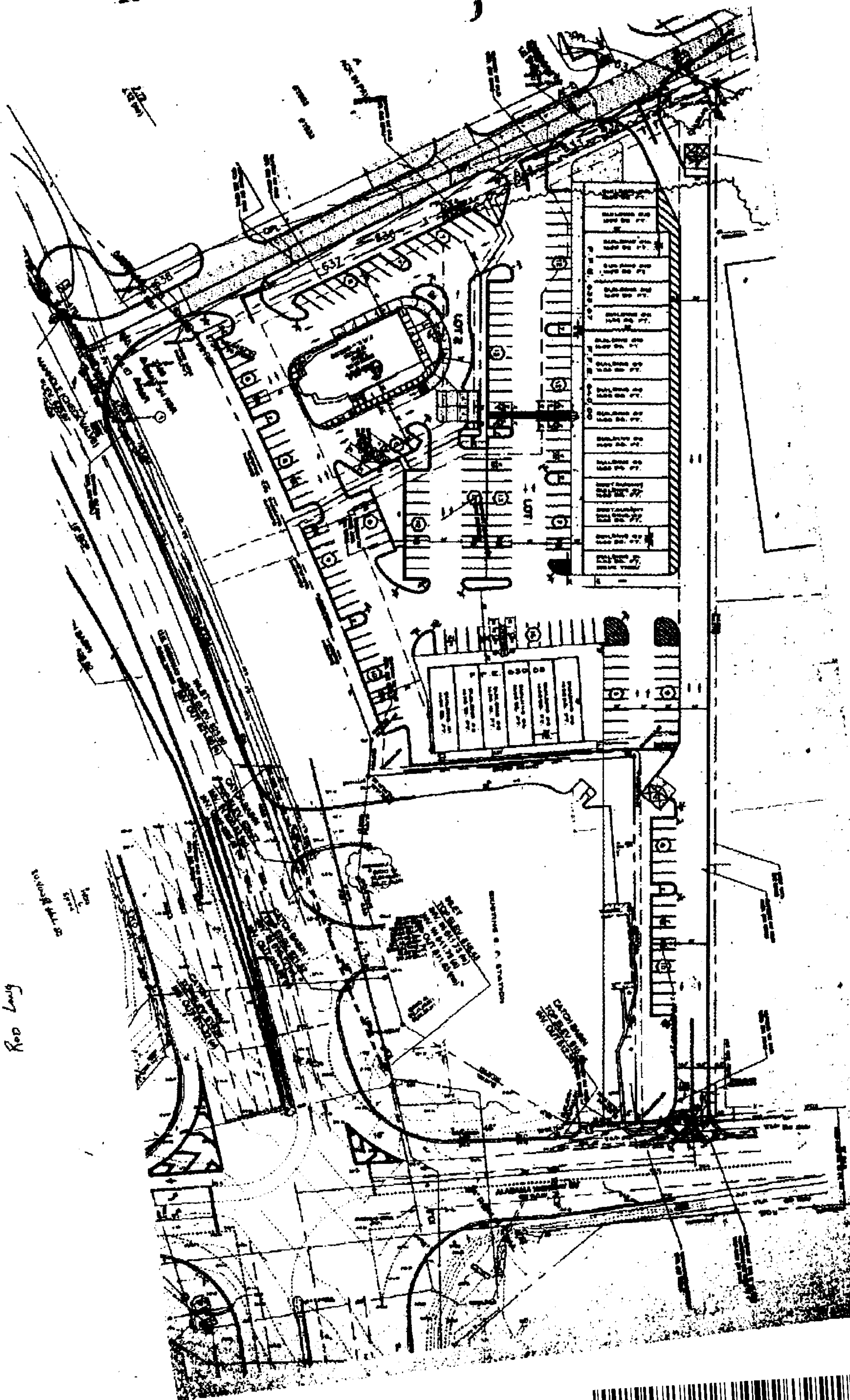
[See attached.]



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Rod Lany



**EXHIBIT B TO MEMORANDUM OF LEASE**  
**LEGAL DESCRIPTION**

**Situated in the Southwest ¼ of Section 32, Township 18 South, Range 1 West, City of Hoover, Shelby County, Alabama, and Being Lot Number 1 on the plat of Aultmans Addition to 280 which is to-be-recorded in the Real Estate Records of Shelby County, Alabama, a copy of which is attached hereto and incorporated herein by this reference.**



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