

STATE OF ALABAMA
SHELBY COUNTY

20130218000068190 1/52 \$165.00
Shelby Cnty Judge of Probate, AL
02/18/2013 11:13:12 AM FILED/CERT

VERIFIED STATEMENT OF LIEN

Comes now Retail Specialists, Inc., by and through Robert R. Jolly, Jr., its Broker, and files this statement in writing, verified by oath of Robert R. Jolly, Jr. who has personal knowledge of the facts herein set forth:

That Retail Specialists, Inc. claims a lien upon the following property, situated in Shelby County, Alabama to-wit:

See attached Exhibit "A"

This lien is claimed separately and severally, as to both the buildings and improvements thereon and the said land.

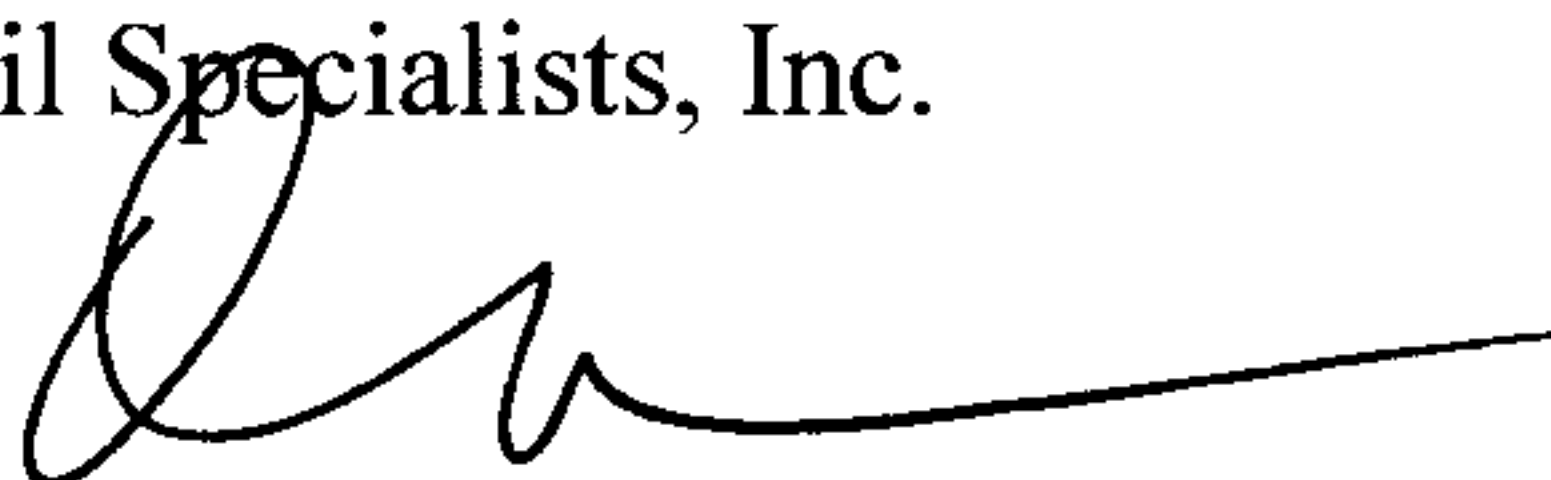
This lien is claimed to secure indebtedness for \$57,292.80 or 4.00% of the gross lease value, for being the procuring cause of a Lease Agreement (the "Lease") by and between Locke Pelham, LLC, as Landlord, and Mi Pueblo Supermarket, LLC, as Tenant, of the property described herein. A copy of the executed Lease is hereby attached as Exhibit "B". Exhibit B is attached hereto as evidence of the aforementioned indebtedness.

The name of the record title holder of the said property is: Locke Pelham, LLC with a notice address of:

Locke Pelham, LLC
c/o Bryant Management Services
3500 Lenox Road; Suite 200
Atlanta, Georgia 30326

Sworn to by the undersigned this the 12th day of February 2013.

Retail Specialists, Inc.



Robert R. Jolly, Jr.
Its: Broker

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Robert R. Jolly Jr. whose name as Broker of Retail Specialists, Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he as said Broker executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this 12th day of February, 2013.

SEAL

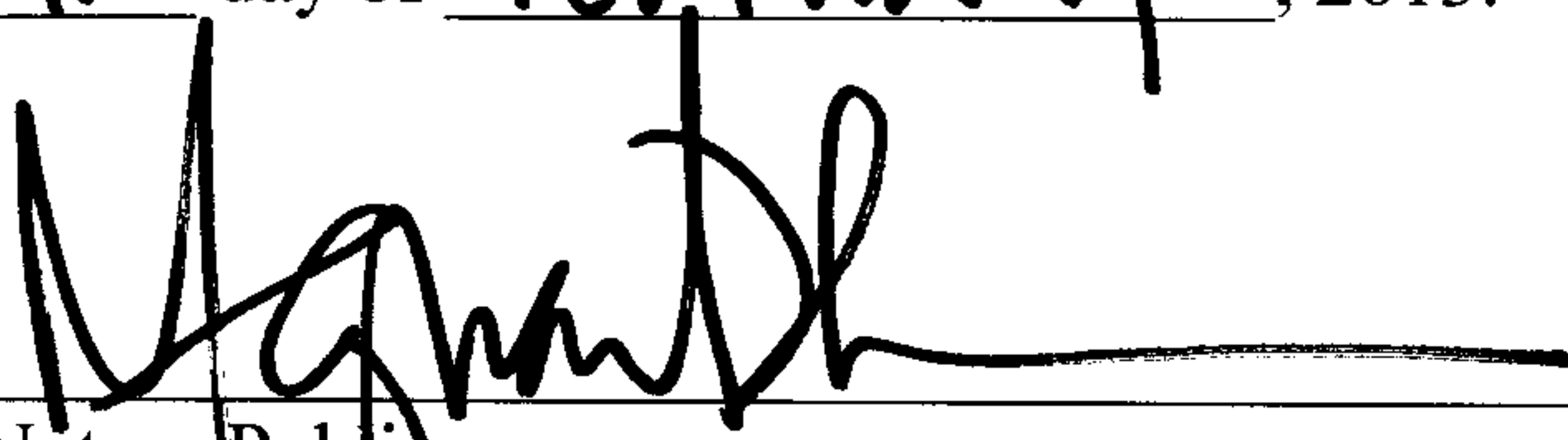

Notary Public
My Commission Expires MAY 15, 15

EXHIBIT "A"

Legal Description

Lot 1, according to the survey of Pelham Retail Group Subdivision, as recorded in Map Book 38, page 105, in the Probate Office of Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West, 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West, and the West right of way line of U. S. Highway 31; thence turn in an angle of 102° 18' to the left and run Northwesterly along the West right of way line of U. S. 31 Highway 1317.8 feet; thence turn an angle of 77° 42' to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of 92° 09' to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of 03° 28' to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle to the right of 84° 23' and run in an Easterly direction for a distance of 30.14 feet to an existing 3" iron pipe being the point of beginning; thence continue in an Easterly direction along the last mentioned course for a distance of 498.93 feet; thence turn an angle to the right of 79° 44' 01" and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of 79° 46' 18" and run in an Easterly direction for a distance of 189.68 feet to a point on the West right of way line of U.S. Highway #31; thence turn an angle to the left of 103° 34' 18" and run in a Northwesterly direction along the West right of way line of U. S. Highway #31 for a distance of 262.27 feet to the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of 16° 11' 30" and a radius of 2,905.99 feet; thence turn an angle to the right and run in a Northerly direction along the arc of said curve and along the West right of way line of U. S. Highway #31 for a distance of 821.23 feet to an existing 1 Y2 inch open top iron pipe; thence turn an angle to the left (84° 34' 10" from the chord of last mentioned curve) and run in a Westerly direction for a distance of 350.86 feet to an existing iron pin; thence turn an angle to the left of 103° 35' 12" and run in a Westerly direction for a distance of 100.65 feet to an existing cross being on the East right of way of the Old Birmingham Montgomery Highway or Shelby County Road #238; thence turn an angle to the left of 77° 19' 18" and run in a Southwesterly direction along the East right of way line of said Old Birmingham-Montgomery Highway for a distance of 786.17 feet, more or less, to the point of beginning. Containing 11.25 acres, more or less.

TOGETHER WITH the easements appurtenant to the property described above created pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements, by Pelham Retail Group, LLC, an Alabama limited liability company, dated June 6, 2007, recorded as Instrument No. 20070606000263300 in the Probate Office of Shelby County, Alabama

EXHIBIT "B"

20130218000068190 3/52 \$165.00
Shelby Cnty Judge of Probate, AL
02/18/2013 11:13:12 AM FILED/CERT

SHOPPING CENTER LEASE

THIS LEASE (the "**Lease**") made and entered into as of the 4th day of Dec., 2012, by and between Locke Pelham, LLC., a Georgia limited liability company ("**Landlord**"), and Mi Pueblo Supermarket, LLC., an Alabama limited liability company ("**Tenant**").

WITNESSETH:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. Where used in this Lease, the designated terms hereinafter set forth shall have the meanings ascribed thereto by the provisions of this Section 1.1:

(a) "**SHOPPING CENTER**" – shall mean that certain real property (the "Site") more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein together with all improvements now located or hereafter erected thereon, less any deletions pursuant to this Lease, plus such additions as Landlord may from time to time designate as comprising part of the Shopping Center. The "Site Plan" shall be the plan attached hereto as Exhibit "B" and by this reference incorporated herein is a schematic plan only intended to show the general layout of the Shopping Center. Landlord reserves the right to alter, vary, add to or omit in whole or in part the structures, common areas, and/or land areas shown on the Site Plan. This Site Plan is subject to change and modification by governmental authorities having jurisdiction. All measurements and distances are approximate. Landlord does not covenant or represent that any occupant (other than Tenant) indicated hereon is or will remain a tenant in either the space marked or in any other space in the Shopping Center and nothing set forth in this Site Plan is a representation, agreement or easement right except as specifically set forth in the Lease.

(b) "**PREMISES**" - that certain space located in a building erected or to be erected on the Site, containing approximately 43,200 square feet, depicted and outlined in red on the Site Plan, and being known as Suite No. 100. Landlord represents that the Premises shall contain no less than 43,200 rentable square feet and the parties agree that those measurements are final and binding for all calculations, changes or purposes of this Lease.

(c) "**TENANT'S TRADE NAME**" "Mi Pueblo Supermarket"

(d) "**TERM**" - the period of time commencing as of the date hereof and ending unless extended or sooner terminated as herein provided, at 12:00 o'clock (midnight) on the Six (6) Year Six (6) Month anniversary of the Rental Commencement Date (as hereinbelow defined).

(e) "**LEASE YEAR**" - each period (during the Term) of twelve (12) calendar months which begins on the Rental Commencement Date (as hereinbelow defined) or on any annual anniversary thereof, plus said shorter period (if any) which begins as aforesaid and ends on the date of the termination of this Lease.

(f) "**BASE RENT**" - the Base Rent shall be payable monthly in advance beginning on the "Rental Commencement Date" (as hereinbelow defined). Except as otherwise provided herein, Tenant shall pay as Base Rent to Landlord the following:

Year 1 (Months 1-6). Zero Dollars and 00/100 Cents (\$0.00) per annum in equal monthly installments of Zero Dollars and 00/100 Cents (\$0.00).

Year 1 (Months 7-9). Thirty-Three Thousand Dollars and 00/100 Cents (\$33,000.00) per annum in equal monthly installments of Eleven Thousand Dollars and 00/100 Cents (\$11,000).

Year 1 (Months 10-12). Sixty-Six Thousand Dollars and 00/100 Cents (\$66,000.00) per annum in equal monthly installments of Twenty-Two Thousand Dollars and 00/100 Cents (\$22,000).

Year 2 (Months 13-24). One Hundred and Ninety Four Thousand Four Hundred Dollars and 00/100 Cents (\$194,400.00) per annum in equal monthly installments of Sixteen Thousand Two Hundred Dollars and 00/100 Cents (\$16,200).

Year 3 (Months 25-36). Two Hundred and Sixteen Thousand Dollars and 00/100 Cents (\$216,000.00) per annum in equal monthly installments of Eighteen Thousand Dollars and 00/100 Cents (\$18,000).

Year 4 (Months 37-48). Two Hundred and Sixteen Thousand Dollars and 00/100 Cents (\$216,000.00) per annum in equal monthly installments of Eighteen Thousand Dollars and 00/100 Cents (\$18,000).

Year 5 (Months 49-60). Two Hundred and Twenty Four Thousand Six Hundred and Forty Dollars and 00/100 Cents (\$224,640) per annum in equal monthly installments of Eighteen Thousand Seven Hundred and Twenty Dollars and 00/100 Cents (\$18,720).

Year 6 (Months 61-72). Two Hundred and Twenty Four Thousand Six Hundred and Forty Dollars and 00/100 Cents (\$224,640) per annum in equal monthly installments of Eighteen Thousand Seven Hundred and Twenty Dollars and 00/100 Cents (\$18,720).

Year 7 (Months 73-78). One Hundred and Twelve Thousand Three Hundred and Twenty Dollars and 00/100 Cents (\$112,320.00) per annum in equal monthly installments of Eighteen Thousand Seven Hundred and Twenty Dollars and 00/100 Cents (\$18,720).

****During the 13th, 14th and 15th month of the Lease Term, Tenant will pay an additional \$11,000 per month as repayment for the rent reduction in Months 7-9.**

Said sums are payable in advance on the first day of the first full calendar month and on the first day of each calendar month thereafter during the Term and at the same rate for

fractions of a month if the Term shall begin on any day except the first day or shall end on any day except the last day of a calendar month.

Any rent (whether Base Rent, estimated payment to apply to Tenant's Proportionate Share or adjustment to rent) or other amount due from Tenant to Landlord under this Lease not paid within five (5) business days from the date that such sums are past due shall bear interest from the date due until the date paid at the annual rate of Two Percent (2%) above the prime rate charged by Bank of America (also called the Corporate Base Rate by said bank) on ninety (90) day commercial loans to its largest customers from time to time during such period (the "Late Fee"), but the payment of the Late Fee or any other time concession permitted hereunder shall not excuse nor cure any default by Tenant under this Lease. The covenants herein to pay rent (whether Base Rent, estimated payment to apply to Tenant's Proportionate Share or adjustment to rent) shall be independent of any other covenant set forth in this Lease. If the prime rate is no longer used by the said bank or it is not feasible to use the prime rate to calculate the interest rate charged herein, Landlord may use the prime rate published by the Wall Street Journal on the due date.

Base Rent and all of the rent provided herein shall be paid without deduction or off-set (except as otherwise set forth herein) in lawful money of the United States of America payable to Locke Pelham, LLC. or as designated from time to time by written notice from Landlord. The Management Agent has full and complete authority to act on behalf of Landlord in connection with all dealings with Tenant; provided however, that the Management Agent shall not have the power to amend or modify the terms of the within Lease.

(g) **"TENANT'S SHARE OF REAL ESTATE TAXES"** - as specified in Section 2.6.

(h) **"TENANT'S SHARE OF COMMON AREA COSTS"** - as specified in Section 2.7.

(i) **"TENANT'S SHARE OF INSURANCE PREMIUMS"** - as specified in Section 2.9.

(j) **"USE"** - Tenant shall use the Premises solely for the purpose of a grocery store.

(k) **"COMMON AREA"** - All areas and facilities in the Shopping Center designated for the general use, in common, of occupants of the Shopping Center, including the Tenant hereunder, its officers, agents, employees and customers. Common Areas shall include, to the extent provided, the parking areas, sidewalks, roadways, loading platforms, restrooms, ramps and landscaped areas. Landlord reserves the right to modify, alter, increase or decrease the area that Landlord may from time to time designate as Common Areas. The use of any Common Area is subject to such reasonable rules and regulations promulgated by Landlord for the safety, traffic flow, or any other commercially reasonable purpose.

(l) **"SECURITY DEPOSIT"** - the amount of \$15,700 and 00/100 of which \$0.00 shall be applied against the first due installment of Base Rent and Other Charges, the balance which amount shall be repaid, without interest, to Tenant within thirty (30) days after the termination of this Lease, provided Tenant shall comply with all terms of this Lease, and otherwise, the entire Security Deposit

held by Landlord shall be applied as provided in Sections 10.2 and 11.3 hereof. Landlord shall not be required to keep the Security Deposit separate from the general funds.

(m) **"CONSTRUCTION OBLIGATIONS"** - as specified in Article III.

(n) **"ADDRESSES FOR NOTICES"**

TO LANDLORD: Locke Pelham, LLC.
c/o Bryant Management Services
3500 Lenox Road
Suite 200
Atlanta, Georgia 30326

TO TENANT: Mi Pueblo Supermarket, LLC.
Attn: Joel Rivera
3010 Pelham Parkway
Pelham, Alabama 35124

(o) **"LIST OF EXHIBITS"** – The following exhibits are incorporated by reference as part of the Lease:

Rider - Special Provisions
Exhibit "A" - Legal Description
Exhibit "B" - Site Plan
Exhibit "C" – intentionally deleted
Exhibit "D" - Premises Acceptance Letter
Exhibit "E" - Estoppel Certificate Form
Exhibit "F" - Guaranty
Exhibit "G" - Final Waiver of Lien
Exhibit "H" - Rules and Regulations
Exhibit "I" – Sign Criteria

Section 1.2. Granting of the Premises. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises. Provided Tenant is not in default hereunder, Tenant shall be entitled to use the Common Areas in common with Landlord and the other tenants of the Shopping Center throughout the Term of this Lease.

It is expressly understood and agreed that nothing herein contained shall be construed as a grant or rental of or a conveyance of: any rights in the roof or exterior of the building or buildings of which the Premises constitute a part; the air space (occupied or not) above a horizontal elevation plane coterminous with the bottom edge of the structural steel framework supporting the roof of the Premises; the Common Area (except as hereinbefore specifically provided to the contrary); the air space (occupied or not) below a horizontal elevation plane coterminous with the finished floor level

of the Premises; or of the land upon which the Premises are located.

Section 1.3 Acceptance of Premises. By acceptance of possession of the Premises for performance of Tenant's work in the Premises, Tenant shall be deemed to have accepted the Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that all of the obligations imposed upon Landlord pursuant to Exhibit "C" of this Lease have been fully performed. Tenant agrees that promptly following the delivery of possession of the Premises to Tenant, Tenant shall execute the Premises Acceptance Letter in the form attached hereto as Exhibit "D."

Section 1.4 Quiet Enjoyment. Tenant, upon paying the rents herein reserved and performing and observing all other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

Section 1.5 Rental Commencement Date. Except as herein provided to the contrary, the phrase "Rental Commencement Date" shall mean the date of delivery and possession of the Premises is tendered to Tenant by Landlord, or such other date as agreed by the parties. Tenant shall execute and deliver to Landlord Exhibit D, "Premises Acceptance Letter," promptly after delivery has occurred. In the event the Rental Commencement Date shall not have occurred within one (1) year of the date hereof, this Lease shall be automatically null and void and of no force and effect.

Section 1.6 Failure to do Business. The parties covenant and agree that because of the difficulty or impossibility of determining Landlord's damages by way of loss of value of the Shopping Center because of diminished salability or mortgage ability or adverse publicity or appearance by Tenant's actions, should Tenant (a) fail to open for business in the Premises fully fixtured, stocked and staffed on the Rental Commencement Date, (b) vacate, abandon or desert the Premises, (c) cease operating or conducting its business in the Premises (except during any period the Premises are rendered untenable by reason of fire, casualty or permitted repairs or alterations), or (d) fail or refuse to maintain the business hours on the days or nights or a part thereof as provided in Section 4.2 (a) hereof, then in any of such events (hereinafter collectively referred to as "failure to do business"), Landlord shall give notice to Tenant giving Tenant ten (10) days to cure such event, and in the event such event has not been cured within such period of time, Landlord shall thereafter have the right, at its option, and as liquidated damages due to the impact of Tenant's failure to open for business or Landlord's ability to lease remaining space in the Shopping Center, and other rents, charges and sums herein reserved, but also an amount payable as additional rent equal to one hundred percent (100%) of the Base Rent reserved for the period of Tenant's failure to do business, computed at a daily rate for each and every day or a part thereof during such period; and Landlord and Tenant agree that such additional rent shall be deemed to be their best estimate of the damages which will be suffered by Landlord as a result of Tenant's failure to do business and such amount shall be payable as liquidated damages. Landlord shall also have the right to treat such failure to do business as a default under Section 10.1 of this Lease. Notwithstanding the above, Landlord

acknowledges that Tenant will be required to make improvements to the Premises, and in the event that Tenant is not open for business on the Rental Commencement Date for the reason that such improvements have not been completed for reasons that are not under the control of Tenant, Tenant shall not be in violation of this Section 1.6.

ARTICLE II RENT AND OTHER CHARGES

Section 2.1 Base Rent. Tenant shall pay Landlord without previous demand therefore and without any setoff or deduction whatsoever, except as expressly provided in this Lease, the Base Rent provided in Section 1.1(f), payable in equal monthly installments, in advance, on the first day of each and every calendar month throughout the Term. The Base Rent shall commence to accrue on the Rental Commencement Date. The first full rental payment date hereunder shall be the first day of the first calendar month following the Rental Commencement Date and on that date Tenant shall pay to Landlord the Base Rent set forth in Section 1.1(f) for the month beginning on such date plus a proportionate amount thereof for the period, if any, beginning on the Rental Commencement Date and ending on the day preceding such first rental payment date hereunder.

Section 2.2. Taxes, Common Area Charges and Insurance.

(a) **Taxes.** Commencing with the First (1st) Anniversary of the Commencement Date and thereafter during the Term hereof, Tenant shall pay promptly when due all taxes imposed upon Tenant's rent and business operation and upon all personal property of Tenant.

For purposes of this Lease, "Real Estate Taxes" shall mean and include any and all governmental levies, fees, charges, taxes or assessments of every kind and nature whatsoever which during the Term are levied, assessed, become due and payable or are imposed against the Shopping Center or any portion thereof or against Landlord by reason of its ownership and operation of the Shopping Center and its receipt of rents therefrom, extraordinary as well as ordinary, foreseen and unforeseen, including, without limitation, ad valorem taxes, rent taxes, water and sewer rents, all other governmental exactions arising in connection with the use, occupancy or possession of, or growing due and payable out of or for the Shopping Center or any part thereof and expenses directly incurred by Landlord in contesting the validity of, in seeking a reduction in, or in seeking to prevent an increase in any such tax(es); provided, however, that the phrase "Real Estate Taxes" shall not be deemed to include any inheritance, estate, succession, transfer, gift, franchise, corporation, general income or profit tax or capital levy or special assessment against the Shopping Center for permanent public improvements except as may be hereinafter specifically enumerated, and further shall not include any fines, assessments, fees or other charges for late payment or non-payment of taxes and assessments levied against the Shopping Center.

(b) **Common Area Charges.** Tenant shall reimburse Landlord for Tenant's Share of the Common Area Charges (deemed to include, without limitation, landscaping, sanitary control, cleaning, utilities, garbage dumpsters, HVAC maintenance for all Premises, termite and pest periodic inspection contracts, snow removal, resurfacing, painting, fire protection, security, traffic

control, repairs, policing) and tax and insurance costs. Said cost shall be estimated to be \$1.75 per square foot of the gross leasable area of the premises for the first full calendar year of the Term collected monthly; thereafter tenant shall pay a prorate share (calculated on a per square foot basis) of all common area cost for the immediately preceding calendar year. In addition Landlord shall be reimbursed for administrative fees (property management) not to exceed 4% of gross collected revenue. Landlord shall provide Tenant with a statement consisting of a copy of such tax bill indicating payment was made, together with reasonable evidence of the property to which it relates, a computation of Tenant's Share of such Real Property Taxes, and the manner in which Tenant's Share was calculated (including a statement of the square feet of gross leasable area in the Center). Any increase in the Real Property Taxes which results from a reassessment occasioned by the sale or transfer of the Center or any part thereof, or interest therein, shall not be chargeable to Tenant except once in any three (3) year period.

(c) **Insurance.** "Landlord's Insurance Costs" is defined as including the costs to Landlord of insurance obtained by Landlord in connection with the Shopping Center, including without limitation, any liability insurance or personal injury, death and property damage insurance, fire, theft, or other casualty insurance, Worker's Compensation Insurance covering personnel, fidelity bonds for personnel, and insurance against liability for defamation and claims of false arrest occurring in or about the Common Areas.

Tenant further agrees to pay on demand any increase in premiums that may be charged on insurance carried by Landlord resulting from Tenant's use or occupancy of the Premises or any other part of the Shopping Center.

Section 2.3. Tenant's Proportionate Share. "Tenant's Proportionate Share" shall mean (38 %), being the ratio that shall be the total number of square feet of Premises, and the denominator of which shall be the total number of square feet of floor space leasable in the Shopping Center.

Section 2.4. Payment and Estimate of Tenant's Proportionate Share. Commencing with the Commencement Date and thereafter during the Term, Tenant shall pay Tenant's Proportionate Share of Real Estate Taxes, Landlord's Operating Cost of the Common Area Charges and Landlord's Insurance Costs.

Tenant's Proportionate Share of Taxes, Landlord's Common Area Charges and Landlord's Insurance Costs shall be computed on the basis of periods of twelve (12) consecutive calendar months as designated by Landlord, and shall be paid by Tenant in equal installments in advance on the first day of each calendar month in an amount reasonably estimated by Landlord. For any period within the Term which is less than a full year, the annual charge shall be appropriately prorated. Within ninety (90) days after the end of each twelve (12) month period, Landlord will furnish the Tenant a statement showing in reasonable detail the amount of Tenant's Proportionate Share for the preceding period, any necessary adjustments shall thereupon be made, and the monthly payments to be made by Tenant for the ensuing year shall be estimated accordingly. Changes in applicable rentable square feet of Premises shall result in corresponding pro rata adjustments. Subject to adjustment as herein contemplated, Tenant shall pay Landlord in advance on the first day of each

calendar month as an initial estimate of Tenant's Proportionate Share the amount equal to 1/12 of an amount computed by multiplying the annual rate of One Dollar and 75/100 (\$1.75) times the total rentable square feet of the Premises (43,200 RSF x \$ 1.75 (\$75,600) ÷ 12 = (\$6,300 per month). Any estimated amounts that Tenant has paid that exceed Tenant's Proportionate Share for that year shall reduce the estimated amounts paid by Tenant during the following year. At the option of Landlord, the excess may be deducted from the payments due from Tenant either in one installment or deducted from payments due from Tenant over a reasonable period of time.

Section 2.5. Utility Charges and Waste Disposal. Tenant shall pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and other utilities supplied to the Premises, and any sewer fees, assessments, capacity charges, tap fees, and hook up charges for the Shopping Center. If any such utilities or charges are not separately metered or assessed or are only partially separated metered or assessed and are used in common with other tenants in the Shopping Center, Tenant will pay to Landlord a proportionate share of such charges for utilities used in common based on square footage of floor space leased to each tenant using such common facilities, in addition to Tenant's payments of the separately metered charges.

Landlord, at Landlord's cost, shall furnish, install and maintain, or cause to be maintained, adequate utility lines and service to serve the Premises, including separate meters to measure same. Tenant agrees to pay for all utilities used upon the Premises by Tenant, including, but not limited to, electricity, gas, water and sewer charges. Tenant, at its expense, shall provide for the daily removal of its trash, rubbish and garbage from the Premises to standard garbage dumpsters provided by Landlord as part of Common Area Charges. In addition, Landlord shall keep the Common Areas in a commercially reasonable clean condition as part of Common Area Expenses. Any extra cost or charge for garbage dumpsters or removal or Common Area trash removal or cleaning arising from or related to Tenant's specific use of the Premises that is in excess of standard cleaning, trash removal, garbage dumpster or removal shall be promptly paid by Tenant.

Landlord may install re-registering meters and collect any and all utility charges as aforesaid from Tenant, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished direct to the Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Premises may be furnished by Landlord or any agent employed by or independent contractor selected by Landlord, and Tenant shall accept the same therefrom to the exclusion of all other suppliers so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive. If utilities are metered, but an accurate meter reading is not possible, Tenant shall pay pursuant to the formula based on square footage.

Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute constructive eviction or entitle Tenant to an abatement of rents or other charges.

Section 2.6. Additional Rent. In addition to the Base Rent, all other payments to be made by Tenant hereunder shall be deemed for purposes of securing the collection thereof to be additional rent hereunder, whether or not the same be designated as such, and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the nonpayment of Base Rent. Landlord, at its election, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sum of money by reason of the failure or the neglect of Tenant to perform any of the provisions herein, and in the event Landlord shall at its election pay such reasonable sums or perform such reasonable acts requiring the expenditure of monies, Tenant agrees to reimburse and pay Landlord, upon demand, such reasonable sum, which shall be deemed for the purpose of securing the collection thereof to be additional rent hereunder.

ARTICLE III CONSTRUCTION OF PREMISES

The Premises shall be accepted by the Tenant in its "as-is" condition.

ARTICLE IV USE OF PREMISES

Section 4.1. Use of Premises. Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, the Fire Insurance Rating Organization, The Board of Fire Insurance Underwriters and Landlord's insurance carrier, Tenant shall use the Premises solely for the purposes contemplated by Section 1.1(j) and for no other purposes.

During the Term, Tenant shall keep the Premises open for business during normal hours of operation of the Shopping Center and, after the opening of the Premises, shall continue to actively and diligently operate its business therein in a high-grade and reputable manner throughout the Term.

Section 4.2. Additional Covenants of Tenant.

(a) Tenant's use of the Premises and the Common Areas shall be subject at all times during the Term to reasonable rules and regulations "Rules and Regulations" adopted by Landlord not in conflict with any of the express provisions hereof governing the use of the parking areas, walks, driveways, passageways, signs, exteriors of building, lighting and other matters affecting other tenants in, and the general management and appearance, of the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Landlord's initial Rules and Regulations are attached hereto as Exhibit F and made a part hereof by reference.

(b) All garbage and refuse shall be kept inside the Premises in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for

picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all loading areas in a clean manner satisfactory to the Landlord. If any part of the Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall place all garbage and refuse in plastic bags before depositing same in exterior containers at Tenant's expense. If Tenant does not place all garbage and refuse in containers, Landlord shall have the right to have said garbage removed at Tenant's expense and shall charge Tenant two (2) times actual expenses incurred by Landlord for said removal.

(c) No radio or television aerial or other devise shall be erected on the roof or exterior walls of the Premises or the building in which the Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or devise installed without such written consent shall be subject to removal at Tenant's expense without notice at any time. If the Landlord elects to so remove such aerial or devise, Landlord will charge Tenant two (2) times actual expenses incurred by Landlord for such removal.

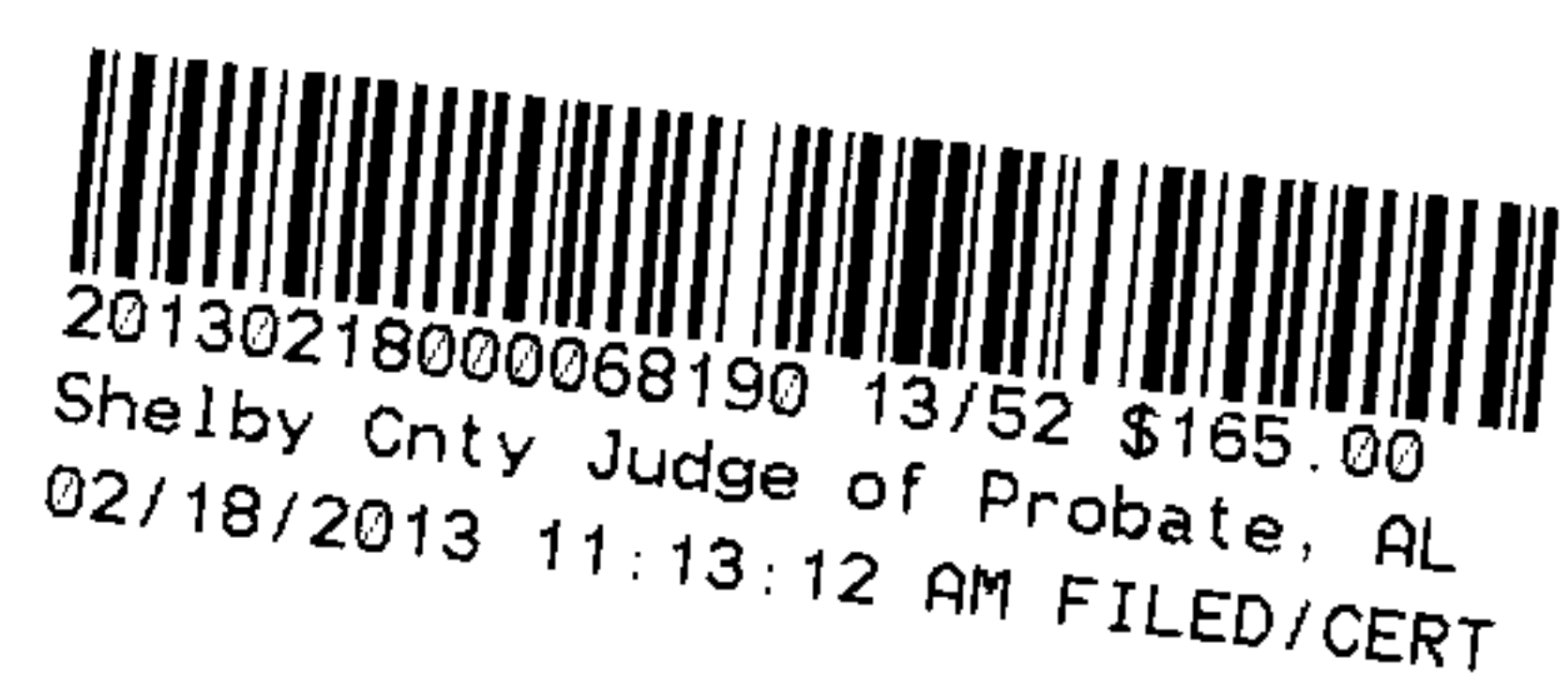
(d) No loud speakers, televisions, phonographs, radios, tape players, disc players or other devises shall be used in a manner so as to be heard or seen outside of the interior of the Premises and not on any porch or deck area that comprises part of the Premises without the prior written consent of Landlord.

(e) The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant agrees to reimburse Landlord an amount equal to two (2) times the cost incurred by Landlord as a result of any such breakage, stoppage or damage.

(f) Tenant at its expense shall contract for or reimburse Landlord for any extra expense incurred for termite and pest extermination services covering the Demised Premises, if extra services are required as the result of Tenant's use of the Premises as a restaurant, food preparation or storage or any use other than the retail sale of hard goods, financial or insurance services.

Section 4.3. Signs, Awnings and Canopies. Landlord may erect and maintain such suitable signs as it, in its sole discretion, may deem appropriate to advertise the Shopping Center. Tenant may erect and maintain only such signs as Landlord may approve and which are in compliance with any applicable municipal or government requirements. Landlord's sign criteria are attached hereto as Exhibit "J" and are made a part hereof by reference. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord prior to the installation thereof. Tenant shall also provide Landlord with a copy of the permit for installation of its sign prior to installation thereof. The electrical connection for such sign shall be made only by a licensed electrician at Tenant's cost.

Tenant shall keep insured and maintain such sign in good condition, repair and operating order at all times. If any damage is done to Tenant's sign, Tenant shall commence to repair same



within five (5) days or Landlord may at its option repair same at Tenant's expense, and Landlord may charge Tenant two (2) times the actual expense incurred by Landlord for such repair.

Tenant shall not place or permit to be placed or maintained on any door, exterior wall or window of the Premises any sign, awning, or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises nor place any structure, sign, obstruction or advertising device upon the Common Areas without first obtaining Landlord's written consent, provided, however, the foregoing shall not prevent Tenant from placing stickers detailing hours of operation, payment methods, and similar signs on the storefront. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times. All signs of Tenant visible from the Common Areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif and decor from time to time established by Landlord for the Shopping Center. If Tenant shall do any of the foregoing acts in contravention of this provision, then, in addition to and not in limitation of the Landlord's rights and remedies provided under Section 10.1 and Section 10.2 of this Lease, Landlord shall, after ten (10) days advance written notice to Tenant, have the right to remove such sign, awning, canopy, advertising matter or device, decoration, lettering, structure, sign obstruction, or any other thing and restore the Premises and/or the Common Areas to the condition thereof prior to such act, with two (2) times the amount of all costs, incidental and otherwise, of such removal and restoration to be paid by Tenant to Landlord as an additional charge.

Section 4.4. Retail Restriction Limit. Not applicable.

ARTICLE V INSURANCE REQUIRED OF TENANT

Section 5.1. Insurance Required of Tenant. Tenant shall obtain and maintain in full force during the Term the following insurance coverage with respect to the Premises:

(a) Comprehensive Public Liability Insurance, with contractual liability endorsement, on an occurrence basis with minimum limits of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury and/or property damage per occurrence.

(b) Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, and Flood (if required by Landlord/any mortgagee/governmental authority) Insurance in an amount adequate to cover the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all other contents located or placed therein.

(c) Intentionally omitted.

(d) Business Interruption Insurance covering those risks referred to in subparagraphs (b) and (c) above.

(e) Plate glass insurance covering the plate glass in the Premises, provided, however, Tenant shall have the right to self-insure for this risk.

(f) Worker's Compensation Insurance covering all persons employed, directly or indirectly, in connection with any finish work performed by Tenant or any repair or alteration authorized by this Lease or consented to by Landlord, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by laws of the State where the Premises are located or of the United States.

All of the aforesaid insurance except the Worker's Compensation Insurance required by Subparagraph (f) above shall be written in the name of Tenant and shall name Landlord, RAIT Financial Trust and designee(s) of Landlord as additional insureds, and shall be written by one or more responsible insurance companies licensed to do business in the State of Georgia; all such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores (provided such blanket policies meet the requirements of this Section 5.1); all such insurance shall contain endorsements that: Such insurance may not be canceled or amended with respect to Landlord, its designees or the Premises except upon thirty (30) days prior written notice to Landlord and any such designees by the insurance company; Tenant shall be solely responsible for payment of premiums and Landlord or its designees shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by such policy, Landlord or its designees shall be paid first by the insurance company for Landlord's loss. The minimum limits of the comprehensive public liability policy hereinafter set forth shall in no way limit or diminish Tenant's liability hereunder. Tenant shall deliver to Landlord at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of such policy, either a duplicate original or a certificate of insurance on all policies procured by Tenant in compliance with its obligations hereunder, together with evidence satisfactory to Landlord of the payment of the premiums thereof. If Tenant fails to obtain and provide any or all of the aforesaid insurance, then Landlord may, but shall not be required to, after a fifteen (15) day written notice to Tenant to cure and obtain insurance, purchase such insurance on behalf of Tenant and add the cost of such insurance as additional rent payable with the next due installment of Base Rent.

All liability insurance policies required to be obtained and maintained by Tenant hereunder shall contain endorsements deleting from such policies the "Care, Custody and Control," the "Alterations and Extraordinary Repairs" and the "Contract Liability" exclusions and all other exclusions of similar import or effect.

The minimum limits of the comprehensive public liability policy of insurance hereinbefore set forth shall be subject to increase at any time, and from time to time, after the commencement of the sixth (6th) Lease Year if Landlord shall deem same necessary for adequate protection and if Landlord requires increases in insurance for other tenants at the Shopping Center. Within thirty (30) days after demand thereof by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

Each party, as a material part of the consideration to be rendered to the other party under this Lease, to the extent permitted by Law, hereby waives all claims, except claims caused by or resulting from the material non-performance of the other party's obligations hereunder after notice to the other party or the negligent or intentional conduct of the other party, its agents, servants or employees which damaged party, its successor or assigns, may have against the other party, its agent, servants or employees for loss, theft or damage to the property and for injuries to persons in, upon or about the Premises or the Shopping Center from any cause whatsoever. Tenant will hold Landlord, its agents, servants, and employees exempt and harmless from and on account of any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the uses of the Premises by Tenant or arising from the failure of Tenant to keep the Premises in good condition as herein provided if non-performance by Landlord or negligence of Landlord, its agents, servants or employees does not contribute thereto. Landlord will hold Tenant, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the Premises or the Shopping Center by Landlord or arising from the failure of Landlord to perform the obligations and duties set forth in this Agreement, if non-performance or negligence of Tenant, its agents, servants or employees, does not contribute thereto. Neither party, its agents, servants, or employees, shall be liable to the other party for any damage by or from any act or negligence of any co-tenant or other occupant of the Shopping Center, or by any owner or occupant of adjoining or contiguous property, provided, however, Landlord shall use commercially reasonable efforts to enforce its occupancy or other agreements with such parties. Tenant agrees to pay for all damage to the Premises, as well as all damage to tenants or occupants thereof caused by Tenant's misuse or neglect of the Premises, its apparatus or appurtenance, or caused by any licensee, contractor, agent or employees of Tenant. Notwithstanding the foregoing provisions, neither Landlord nor Tenant shall be liable to one another for any loss, damage or injury caused by its act or neglect to the extent that the other party has recovered the amount of such loss, damage or injury from insurance and the insurance company is bound by this waiver of liability.

Particularly, but not in limitation of the foregoing paragraph, all property belonging to Tenant or any occupant of the Premises that is in the Shopping Center or the Premises shall be there at the risk of Tenant or other person only, and Landlord or its agent, servants, or employees (except in case of non-performance by Landlord or negligence or willful and wanton conduct of Landlord or its agents, servants, employees) shall not be liable for: damage to or theft of or misappropriation of such property; nor for any damage to property entrusted to Landlord, its agents, servants, or employees, if any, except in the case of gross negligence or willful misconduct by Landlord; nor for the loss of or damage to any property by theft or otherwise, by any means whatsoever, not for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, snow, water or rain which may leak from any part of the Premises or Shopping Center from pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever; nor for interference with the light or other incorporeal hereditaments, nor for any latent defect in the Premises or in the Shopping Center. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the Shopping Center or of defects therein or in the fixtures or equipment. In case any action or proceeding be brought against one party by reason of any obligation on the other party's part to be

performed under the term of this Lease, or arising from any act or negligence of the other party, or of its agent or employees, the other party, upon notice from the first party, shall defend the same at the other party's expense by counsel reasonably satisfactory to the first party. Tenant shall maintain in full force and effect during the term of this Lease (including any period prior to the beginning of the term during which Tenant has taken possession and including also any period of extension of the Term in which Tenant obtains possession), in companies licensed to do business in the State of Georgia and with recognized financial standing having a claim paying ability rating according to Best's Guide of A-7 or above; (i) fire and extended coverage insurance, including an endorsement for vandalism and malicious mischief, covering all Tenant's property in, on or about the Premises, with full waiver of subrogation rights against Landlord in an amount equal to the full replacement cost of such property. Each party shall carry general liability insurance insuring itself against all claims, demands or action for injury to or death of any one person in an amount of not less than Two Million (\$2,000,000.00) Dollars and for injury to or death of not more than one person in any one accident in an amount not less than Two Million (\$2,000,000.00) Dollars and for damage to property in an amount equal to the value of full replacement of the property.

Anything contained in this section to the contrary notwithstanding, any and all insurance which Tenant is obligated to carry under the terms of this Lease may be carried with Landlord's prior written approval, which shall not be unreasonably withheld or delayed, provided: (i) with respect to any loss incurred by reason of the occurrence of any risk required to be insured against by Tenant pursuant to this section, under any plan of self-insurance maintained in accordance with sound accounting practices which Tenant (and/or any corporate parent or affiliate) may from time to time have in force and effect; and provided further that such right to self-insure shall be available with respect to any permitted successor or assign of Tenant only if such permitted successor or assign is a publicly traded company having a net worth of at least \$250,000,000.00 and only if such company furnished to Landlord satisfactory evidence of the existence of a self-insurance reserve fully adequate for the risks covered by such plan of self-insurance; (ii) under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such policies specify the portion of the total coverage that is allocated to the Premises and that same is sufficient to meet all requirements herein; or (iii) partly under such a plan of self-insurance and/or partly under such "blanket" policies. Tenant shall notify Landlord at least thirty (30) days prior to the alteration or termination of any program of self-insurance maintained by Tenant in fulfillment of its obligations under this Lease.

All liability policies shall cover the entire Premises and shall name the other party, any mortgagees of Landlord, and all other parties designated by either party as additional parties insured. All insurance policies shall indicate that at least thirty (30) days prior written notice shall be delivered to all additional parties insured by the insurer prior to termination or cancellation of such insurance and each party shall provide Certificates of Insurance, not less than ten (10) days prior to the commencement date of the Term hereof, evidencing the aforesaid coverage to all insured parties. Neither party shall violate or permit a violation of any of the conditions or terms of any such insurance policies and shall perform and satisfy all reasonable requirements of the insurance company issuing such policies. Any insurance policy or bond procured to comply with any financial assurance requirement imposed by environmental regulations or any other casualty, property, or environmental impairment insurance obtained or provided to either party, shall name the other party

as an additional insured or beneficiary.

Tenant agrees, at its own expense, to comply with all rules and regulations of the Fire Insurance Rating Organization having jurisdiction of the Premises and to comply with all requirements imposed by Landlord's insurance carrier, if any. If gas is used in the Premises, Tenant shall install at its expense both manual and automatic gas cut-off devices.

Section 5.2. Waiver. Landlord and Tenant hereby grant to each other on behalf of any insurer providing insurance to either Landlord or Tenant as required by this Lease covering the Premises, improvements therein or contents thereof, a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance. Such waivers shall stand mutually terminated as of the date either Landlord or Tenant ceases to be empowered to grant same.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.1. Repairs by Landlord. Within a reasonable period after receipt of written notice from Tenant of the need thereof, Landlord shall make necessary structural repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs) of the Premises; necessary repairs to plumbing, pipes and conduits located outside the Premises or in the Common Areas; and necessary repairs to sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs where such repairs are made necessary by any act or omission or negligence of Tenant, any subtenant or concessionaire of Tenant, or their respective employees, agents, invitees, licensees, visitors or contractors, or by fire or other casualty or condemnation (except as provided in Article VIII).

Section 6.2. Repairs and Maintenance by Tenant. Except as provided herein to the contrary, Tenant covenants and agrees to keep and maintain in good order, condition and repair throughout the Term the Premises and every part thereof, including, without limitation: fixtures and equipment therein; the exterior and interior portions of all doors, windows and glass; electrical wiring and conduits; plumbing and sewage facilities within the Premises, including free flow of sewer lines therein; fixtures, heating, air conditioning (including exterior mechanical equipment and electrical equipment) other than the HVAC maintenance contracts Landlord maintains as part of Common Area Expenses; and interior walls, floors and ceilings, including compliance with applicable building codes relative to fire extinguishers. Any and all such repairs, alterations, replacements and modifications, ordinary and extraordinary, foreseen and unforeseen, shall be at Tenant's sole expense and shall be made using materials and labor of kind and quality equal to the original work. Tenant further agrees to furnish Landlord semiannually with written certifications by the company performing said inspections that such equipment is in good repair. All parts of the interior of the Premises shall be maintained in good condition and repair. Tenant will surrender the Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear or fire and other casualty resulting in termination by Landlord as provided in Article VIII hereof.

If (i) Tenant does not repair the Premises properly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Shopping Center or the Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any such event Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and Tenant shall pay to Landlord upon demand the total cost of such repairs plus interest in the amount of twelve percent (12%) per annum from the date such cost is incurred by Landlord until repaid by Tenant.

Before undertaking any alterations, additions, improvements or construction (including, without limitation, the initial construction of the Premises) Tenant shall obtain at its expense a public liability insurance policy (in addition to all other insurance required to be carried by Tenant hereunder) insuring Tenant and the Landlord and its assigns as named insured against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in Section 5.1 and Tenant shall require its contractors to obtain and maintain comprehensive public liability, Worker's Compensation and damage insurance in the same amount as set out in Section 5.1(a) and (b). Said comprehensive public liability insurance shall include "completed operations coverage."

Section 6.3. Hazardous Waste.

(a) Tenant agrees that Tenant, its agents, servants, employees, licensees, and contractors, shall not use, manufacture, store or dispose of any flammable explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials or other similar substances (collectively "Hazardous Materials") on, under or about the Premises. Without limiting the above, Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including, without limitation, reasonable attorney fees and costs, arising out of or in any way connected with the use, manufacture, storage, or disposal of Hazardous Materials by Tenant, its agents, servants, employees, licensees or contractors, on, under or about the Premises, including without limitation, the cost of any required or necessary repair, clean-up or detoxification in connection therewith provided such damages and costs were a result of Tenant's actions or omissions during the Term. The indemnity obligations of Tenant under this Section 6.3 shall survive any termination of this Lease.

(b) Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other Hazardous Materials as of the Commencement Date. Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Shopping Center, Building or the Premises, other than those Hazardous Materials brought onto such areas by or on behalf of Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance),

unless those Hazardous Materials were brought onto the Premises by or on behalf of Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorney fees) as a result of a breach of Landlord's representation and warranty set forth in this paragraph or the presence of Hazardous Materials in or about the Shopping Center, Building or the Premises, unless those Hazardous Materials were brought onto such areas by or on behalf of Tenant.

Section 6.4. Inspection. Landlord or its representatives shall have the right to enter the Premises during any business day, and in emergency at all times, during the Term. At any time within sixty (60) days prior to the expiration of the Term or any Renewal Term, Landlord may show the Premises to prospective purchasers or tenant, and within such period may attach to the Shopping Center or erect on the Premises a reasonable notice advertising said property for sale or letting. Landlord shall give Tenant such reasonable notice as necessary under the circumstances prior to any inspection or showing of the Premises.

Section 6.5. Obstructions. Tenant agrees to keep its loading facilities, if any, and the Common Areas immediately adjoining the Premises free from Tenant's trash, litter or obstructions.

ARTICLE VII ADDITIONS AND ALTERATIONS

Section 7.1. By Landlord. Landlord hereby reserves the right at any time and from time to time, provided access to the Premises is not materially and adversely affected, to make alterations or additions to the building in which the Premises are contained, and to construct other buildings adjoining the same. Landlord also reserves the right to construct other buildings or improvements in the Shopping Center, provided, however, that such constructions or additions shall not unreasonably interfere with the operations of Tenant's business hereunder except when such work is necessitated by emergency or required by structural need.

If an excavation shall be made upon land adjacent to the Premises, Tenant shall permit the person authorized to cause such excavation license to enter upon the Premises for the purpose of doing such work as such person deems necessary to preserve the wall of the building of which the Premises form a part from damage and to support the same by proper foundations and Tenant shall not be entitled to any claim for damages or indemnification against Landlord.

Section 7.2. By Tenant. Provided that Tenant shall not be in default Tenant may from time to time, at its own expense and upon compliance with the requirements of the last paragraph of Section 6.2 hereof, alter, renovate or improve the interior of the Premises provided the same be performed (i) in a good workmanlike manner; (ii) in accordance with accepted building practices and applicable laws, including, but not limited to, building codes and zoning ordinances; (iii) Tenant may make decorative nonstructural alterations and improvements that do not impact any of the Premises systems and do not involve any roof penetration to the interior of the Premises of \$5,000 or less annually without Landlord's prior consent (but with notice), provided the work is performed in a good and workmanlike manner, and (iv) so as not to weaken or impair the strength or lessen the

value of the building in which the Premises are located. No changes, alterations or improvements affecting the exterior of the Premises shall be made by Tenant without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Any work done by Tenant under the provisions of this Section 7.2 shall be conducted so as not to interfere with the use by the other tenants of their premises in the Shopping Center.

ARTICLE VIII DAMAGE, DESTRUCTION OR CONDEMNATION OF THE PREMISES

Section 8.1. Damage or Destruction. If all or any part of the Premises shall be damaged or destroyed by fire or other casualty, this Lease shall continue in full force and effect, unless terminated as hereinafter provided, and Landlord shall repair, restore or rebuild the Premises to their condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligation hereunder shall be limited to the proceeds actually received by Landlord under any insurance policy or policies, if any, which have not been required to be applied towards the reduction of any indebtedness secured by a mortgage or deed to secure debt covering the Shopping Center or any portion thereof.

Tenant agrees to notify Landlord in writing not less than thirty (30) days after the date Tenant opens for business in the Premises of the approximate actual cost of all permanent leasehold improvements and betterments installed or to be installed by Tenant in the Premises (whether same have been paid for entirely or partially by Tenant), but exclusive of Tenant's personal property, movable trade fixtures and contents. Similar notifications shall be given to Landlord not less than thirty (30) days prior to the commencement of any proposed alterations, additions or improvements to the Premises by Tenant subsequent to the initial construction of the Premises. If Tenant fails to comply with the foregoing provisions, any loss or damage Landlord shall sustain by reason thereof shall be borne by Tenant and shall be paid immediately by Tenant upon receipt of a bill therefor and evidence of such loss, and in addition to any other rights or remedies reserved by Landlord under this Lease, Landlord's obligations under this Article VIII to repair, replace and/or rebuild the Premises shall be deemed inapplicable and in lieu thereof Landlord may, at its election, either restore or require Tenant to restore the Premises to the condition which existed prior to such loss, and in either case Tenant shall pay the cost of such restoration.

Tenant covenants and agrees to reopen for business in the Premises within thirty (30) days after notice from Landlord that the Premises are ready for re-occupancy.

No damage or destruction to the Premises shall allow Tenant to surrender possession of the Premises or affect Tenant's liability for the payment of rents or charges or any other covenant herein

contained, except as may be specifically provided in this Lease.

Notwithstanding anything to the contrary contained in this Section 8.1 or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days' notice to Tenant if:

(a) The Premises or the building in which the Premises are located shall be damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; or

(b) The Premises shall be damaged or destroyed during the last three (3) years of the Term or any renewals thereof; or

(c) Any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

If the Premises shall be damaged or destroyed and in the event that Landlord has elected to continue this Lease, Landlord and Tenant shall commence their respective obligations under this Article as soon as is reasonably possible and prosecute the same to completion with all due diligence.

In the event of any termination of this Lease under the provisions of Section 8.1, this lease shall terminate at the end of the calendar month in which such notice of termination is given.

The Base Rent and Additional Rent shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the period of any damage, repair or restoration provided for in this Article VIII; provided further that in the event Landlord elects to repair any damage as herein contemplated, any abatement of Base Rent and Additional Rent shall end fifteen (15) days after notice by Landlord to Tenant that the Premises have been repaired. Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and any obligation to Tenant under the Lease to pay any other charges except Base Rent and Additional Rent shall remain in full force and nothing in this Section shall be construed to abate any other charges except Base Rent. Except for the abatement of Base Rent and Additional Rent hereinabove provided, Tenant shall not be entitled to any compensation or damage for loss in the use of the whole or any part of the Premises and/or any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

Unless this Lease is terminated by Landlord, Tenant shall repair, restore and refixture all parts of the Premises not insured under any insurance policies insuring Landlord in a manner and to a condition equal to that existing prior to its destruction or damage, including without limitation, all exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of personality of Tenant. The proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement. Tenant shall give to Landlord prompt written notice of any damage to or destruction of any portion of the Premises resulting from fire or other casualty.

Section 8.2. Condemnation. In the event that the whole of the Premises shall be taken under the power of eminent domain, this Lease shall thereupon terminate as of the date possession shall be so taken.

Anything in this Lease to the contrary notwithstanding, in the event more than fifteen percent (15%) of the Premises or more than twenty five percent (25%) of the then existing paved parking spaces of the Shopping Center or more than forty percent (40%) of the buildings in the Shopping Center exclusive of the Premises shall be taken, or conveyance made in lieu thereof, either party shall have the right to cancel and terminate this Lease as of the date of such taking upon giving notice to the other of such election within thirty (30) days after the date of such taking.

In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease, except for obligations existing on the effective date of such termination; provided, however, that if more than twenty five percent (25%) of the then existing paved parking spaces shall be appropriated or taken, Landlord may at its option nullify and vacate Tenant's right to cancel this Lease as hereinbefore provided by giving Tenant notice within thirty (30) days after the date of such taking that it will provide substitute parking within two hundred (200) feet of the front door of the Premises sufficient to cause the total number of paved parking spaces remaining after such substitution to be equal to the lesser of (i) the number of spaces required by local Code, or (ii) at least seventy-five percent (75%) of the number of spaces prior to such taking, in which event the lease shall remain in full force and effect.

If a portion of the Premises is taken, and if this Lease shall not be terminated as provided in the preceding paragraph, then the provisions of this Lease shall remain in full force and effect, except that the Base Rent (and Additional Rent) shall be reduced in the same proportion that the amount of rentable square feet remaining after such taking bears to the total rentable square feet immediately prior to such taking, and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the building in which the Premises are located so as to constitute the portion of the building not taken a complete architectural unit, but Landlord shall not be required to spend for such work an amount in excess of the net amount received by Landlord as damages for the part of the building within which the Premises are located. "Amount received by Landlord" shall mean that part of the award in condemnation which is free and clear to Landlord of any collection by mortgagees for the value of the diminished fee. Tenant at its own cost and expense, shall restore and refixture such part of the Premises as is not taken to as near its former condition as the circumstances will permit, including, without limitation, all exterior signs, trade fixtures, equipment, display cases, furniture, furnishings and other installations of personality of Tenant.

All compensation awarded or paid upon such total or partial taking of the Premises or the building within which the Premises are located shall belong to and be the property of Landlord without any participation by Tenant. Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for relocation costs, fixtures and other equipment installed by it but only to the extent that the same shall not reduce Landlord's award and only if such award shall be in addition to the award for the land and building (or portion thereof) containing the Premises. To the extent that the Tenant has a claim in condemnation proceedings, as

aforesaid, Tenant may claim from condemners, but not from Landlord, such compensation as may be recoverable by Tenant.

It is mutually agreed that (i) any reduction in the parking lot area, number of parking spaces in the Shopping Center, or the imposition of any restriction on the number of motor vehicles that may enter the Shopping Center by action or order of any governmental authority, quasi-governmental authority, or by any court having jurisdiction in the premises (other than by actual exercise of the power of eminent domain such that title passes to the condemning agency) shall not constitute such taking or condemnation under this Lease that would entitle Tenant to terminate the Lease, (ii) any such environmental condemnation or compliance by Landlord with any order, rule or regulation of such authority, with any judicial decree, or any such existing or future law shall not constitute a default under this Lease by Landlord so as to entitle Tenant to terminate this Lease and this Lease shall remain in full force and effect, and (iii) as between Landlord and Tenant, Landlord may, but shall not be obligated to, comply with any such order, rule, regulation, judicial decree or law.

ARTICLE IX MORTGAGE FINANCING

If any lending institution with which Landlord has negotiated or may negotiate interim or long-term financing for the Shopping Center or part thereof does not approve the credit rating of Tenant, or if such lending institution shall require change(s) in this Lease as a condition or one of the conditions of its approval of this Lease for such financing; and if within fifteen (15) days after notice from Landlord (i) Tenant fails or refuses to supply or execute guarantees which are stated by Landlord as necessary to secure the approval of Tenant's credit by any such lending institution, or (ii) if Tenant fails or refuses to execute with Landlord the amendment or amendments to this Lease accomplishing the change(s) which is/are state by Landlord to be needed in connection with approval of this Lease for purposes of such financing, or (iii) if for any reason, such financing in an amount satisfactory to Landlord cannot be obtained, Landlord shall have the right to cancel this Lease at any time prior to the Rental Commencement Date. In the event of cancellation by Landlord hereunder, this Lease shall be and become null and void and both parties shall automatically be released as of the date of Landlord's cancellation notice from any and all liability or obligation under this Lease,. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to agree, and Landlord shall not have any right of cancellation from Tenant's refusal to agree, to any modification of the provisions of this Lease relating to the amount of Base Rent reserved, the size or location of the Premises, the duration or commencement date of the Term, or the value of the improvements to be made by Landlord to the Premises prior to tender of possession.

Upon request of any mortgagee of record, Tenant shall give such mortgagee copies of all notices given by Tenant to Landlord hereunder, and Tenant shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any default by Landlord hereunder. Any such notice shall be sent to such department and address as such mortgagee shall direct Tenant in writing.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, the Building and/or the Land, and to any renewals, modifications, refinancings and extensions thereof, but Tenant agrees that any such Mortgagee shall have the right (without seeking or obtaining Tenant's consent) at any time to subordinate such mortgage, deed of trust or other lien to this Lease. Tenant agrees to cooperate and execute and deliver such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request within ten (10) days of the date of such request. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination and attornment instrument, the applicable Mortgagee must agree that this Lease shall not be divested by foreclosure or other default proceedings under the mortgage documents so long as Tenant is not in default under the terms of this Lease beyond any applicable cure period set forth herein.

ARTICLE X DEFAULT

Section 10.1 Default by Tenant. If Tenant shall vacate or abandon the Premises at any time during the Term, or if after ten (10) days written notice of non-payment when due, Tenant fails to pay any Base Rent, or other payment hereunder, or after fifteen (15) days written notice of non-performance fails to perform any other of the terms of this Lease to be observed or performed by Tenant, or, if such term or obligation (other than non-payment of monetary obligations) hereof cannot be performed within fifteen (15) days if Tenant fails within said fifteen (15) day period to commence and thereafter to diligently and continually pursue its obligation hereunder, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or suffers this Lease to be taken under any writ of execution or attachment, or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, in any one or more of such events, upon Landlord's service of a written five (5) day notice of cancellation upon Tenant specifying the nature of such default and Tenant's failure within said five (5) day period to comply with or remedy such default, then this Lease and the Term shall, at the option of Landlord, terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Premises to Landlord as if the Term ended by the expiration of the time affixed herein, but Tenant shall remain liable as hereinafter provided.

Section 10.2. Landlord's Rights on Default. If Tenant shall not have cured its default in the manner provided in Section 10.1 hereof, Landlord shall be entitled to apply the security deposit to Tenant's obligations hereunder without thereby diminishing or affecting any of Tenant's obligations hereunder for the payment of Base Rent or any other charges, and Landlord may immediately, or any time thereafter, re-enter the Premises and remove all persons and all or any

property therefrom, by any suitable action or proceeding at law, or by lawful force or otherwise, without being liable for any prosecution thereof or damage resulting therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements and Landlord may, at its option, repair, alter, remodel and change the character of the Premises as it may deem fit, and at any time relet the Premises or any part or parts thereof, as the agent of Tenant or otherwise. The exercise by Landlord of any right granted in the sentence immediately preceding shall not relieve Tenant from the obligation to make all payments of Base Rent or any other charges, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein, and if Landlord so desires all current and future monetary obligations of Tenant hereunder shall become immediately due and payable. Tenant throughout the remainder of the Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the net proceeds, if any, received by Landlord from re-letting, if any. Landlord shall not be required to re-let the Premises or exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default, provided, however, Landlord shall use good faith efforts to re-let the Premises. Subject to the immediately preceding sentence, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

This section shall apply to any renewal or extension of this Lease; and if Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Landlord may cancel such renewal or extension agreement by two (2) days prior written notice to Tenant.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed by law or in equity to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided. Notwithstanding any other provision hereof, Landlord shall not be required to take any affirmative action to mitigate its damages.

Section 10.3. Non-Waiver Provisions. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. No payment by Tenant or receipt by Landlord of a lesser amount than the rent and charges hereby reserved shall be deemed other than on account of the earliest rents and charges then unpaid (unless Landlord elects otherwise), nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents and charges due or Landlord may pursue any other remedy in this Lease provided or by law permitted, and no waiver by Landlord in favor of any other tenant or occupancy of the Shopping Center shall constitute a waiver in favor of the Tenant herein.

The maintenance of any action or proceeding to recover possession of the Premises, or any

installment or installments of Base Rent, or any other monies that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other monies that may be due or become due from Tenant. Any lawful entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder.

Section 10.4. Inability to Perform. Landlord and/or Tenant shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing, by cause or causes beyond the Landlord's and/or Tenant's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause, not within the reasonable control of the Landlord and/or Tenant. This Section 10.4 shall not apply to or modify Tenant's obligations under this Lease to make prompt payment to Landlord of Base Rent, and other charges due hereunder.

Section 10.5. Default by Landlord. Landlord shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until Landlord shall have failed to perform such obligation within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

Section 10.6. Expenses. In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease, or any right to either party hereto, the unsuccessful party of such litigation or arbitration shall pay all costs and expenses of the successful party, including reasonable attorney fees actually incurred. Moreover, if Landlord or Landlord's Affiliates, without fault, is made a party to any litigation instituted, Tenant shall indemnify Landlord and Landlord's Affiliates, against and save it harmless from all costs and expenses, including reasonable attorney fees actually incurred by it in connection therewith.

ARTICLE XI OTHER PROVISIONS

Section 11.1. Definition and Liability of Landlord. The term "Landlord" as used in this Lease shall mean only the owner or mortgagee in possession for the time being of the building in which the Premises are located or the owner of a leasehold interest in said building or the land thereunder so that in the event of sale of said building or leasehold interest or an assignment of this Lease or a demise of said building or land, Landlord shall be and is hereby entirely freed and relieved of all obligations of Landlord subsequently accruing.

It is specifically understood and agreed that there shall be no personal liability of Landlord in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies.

Section 11.2. Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rents nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Section 11.3. Security Deposit. Tenant has deposited with Landlord as security for the performance by Tenant of the terms of this Lease the Security Deposit set forth in Section 1.1(l) hereof. Landlord may use, apply or retain (without liability for interest) during the Term the whole or any part of the Security Deposit to the extent required for the payment of any rents or other sums as to which Tenant may be in default hereunder or for any sums which Landlord may expend or any damage Landlord may suffer by reason of Tenant's default in respect of any of the terms of this Lease, including, but not limited to, any deficiency or damage incurred in re-letting the Premises. The covenants in this Section 11.3 are personal covenants between Landlord and Tenant and not covenants running with the land, and in no event will Landlord's mortgagee(s) or any purchaser at a foreclosure sale or sale in lieu of foreclosure be liable to Tenant for the return of the Security Deposit.

Provided Tenant shall comply with all the terms of this Lease, the Security Deposit shall be applied by Landlord as provided in Section 1.1 hereof. In the event of a sale of the Shopping Center or assignment of this Lease by Landlord to any person other than a mortgagee, Landlord shall have the right to transfer the Security Deposit to its vendee or assignee, subject to the provisions of this Lease, and thereupon Landlord shall be released from any liability with respect to the Security Deposit, and such vendee or assignee shall be solely responsible to Tenant therefor.

Tenant shall not assign or encumber its interest in the Security Deposit, and neither Landlord nor its successors and assigns shall be bound by any attempted assignment or encumbrance.

Section 11.4. Indemnity. Tenant, during the Term, any extension or renewal thereof, and any period in which Tenant occupies or uses the Premises, and except for Landlord's gross negligence or willful and wanton acts or omissions, shall indemnify and save harmless Landlord, its agents, servants and employees, and Landlord's lessor, if any, from and against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, related to or arising in any manner whatsoever out of the use and occupancy of the Premises by Tenant, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees, concessionaires, invitees, licensees and customers. In the event Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Section 11.5. Damage to Property or Persons. Except with respect to the gross negligence or the willful and wanton acts of Landlord, its agents and employees: Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Premises or the Shopping Center, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant

could remove at the end of the Term as provided in Section 11.7 hereof; Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature; Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public, or quasi-public work; Landlord shall not be liable for any latent defect in construction except for a period of one (1) year from the date the general contractor constructing the Shopping Center substantially completes the initial construction of the Premises (the parties agree that any liability of Landlord under the preceding clause shall be limited to cost of repair only); and Landlord shall not be responsible for damage or loss of property of Tenant kept or stored on the Premises.

Section 11.6. Assignment or Subletting. Tenant shall not assign this Lease, or any interest therein, including assignments or transfers by operation of law, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Landlord; provided, however, upon ten (10) days written notice to Landlord, and provided that (i) Tenant is not in default of any of its obligations under the Lease Agreement; (ii) the use of the Premises shall be the same as Tenant's present use; (iii) Tenant remains obligated hereunder or such successor entity has equal or greater tangible net worth as Tenant. Notwithstanding the foregoing, Tenant shall have the right to assign or sublet all or a portion of the Premises to any subsidiary or affiliate corporation, partnership or other entity owned or controlled in whole or in part by the Tenant, or any entity that acquires all or substantially all of the assets of Tenant or otherwise merges with Tenant without Landlord's consent.

The following shall be deemed an assignment for purposes of this Lease: (1) If Tenant is a corporation or limited liability company, limited liability partnership or similar entity created or existing under Georgia law, the sale or transfer of a material portion of the assets of Tenant, or the merger, consolidation or reorganization of Tenant; (2) If Tenant is a partnership, the sale, transfer or other disposition of an interest in the partnership including the merger, consolidation or reorganization of any general partner therein.

Tenant shall, by notice in writing, advise Landlord of its intention from, on and after a stated date (which shall not be less than thirty (30) days after the date of Tenant's notice) to assign or to sublet any such part or all of the Premises for the balance or any part of the Term, Landlord will not unreasonably withhold its consent to Tenant's assigning or subletting the space covered by its notice, provided: (i) at the time thereof Tenant is not in default under this Lease; (ii) Landlord, in its sole discretion reasonably exercised, determines that the reputation, business, proposed use of the Premises and Shopping Center, the proposed use does not violate any exclusivity that Landlord has provided another tenant in the Shopping Center, compliance or prospective compliance governmental rules and laws, and financial responsibility of the proposed sublessee or occupant, as the case may be, of the Premises are satisfactory to Landlord; (iii) any assignee or subtenant shall

expressly assume all the obligations of this Lease on Tenant's part to be performed; (iv) such consent if given shall not release Tenant or any Guarantor of any of its obligations (including, without limitation, its obligation to pay rent) under this Lease; (v) Tenant agrees specifically to pay over to Landlord, as additional rent, all sums received by Tenant under the terms and conditions to such assignment or sublease, which are in excess of the amounts otherwise required to be paid pursuant to the Lease; and (vi) a consent to one assignment, subletting, occupation or use shall be limited to such particular assignment, sublease, occupation or use and shall not be deemed to constitute Landlord's consent to an assignment or sublease to or occupation by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Landlord, constitute a default under this Lease. Tenant will pay all of Landlord's costs associated with any such assignment or subletting including but not limited to reasonable legal fees not to exceed \$1,000.

Section 11.7. Surrender of Premises. At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear excepted, and Tenant shall surrender all keys for the Premises to Landlord at the place then fixed for payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination in this Lease.

Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have installed in the Premises, including, but not limited to, counters, shelving, showcases, chairs and unattached movable machinery purchased or provided by Tenant and which are susceptible to being moved without damage to the building of which the Premises are a part. Tenant shall repair any damage to the Premises caused by its removal of such fixtures and movables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs, together with a sum equal to twenty percent (20%) of such costs and expenses to cover Landlord's overhead in making such repairs for Tenant. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall-to-wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the interest and estate of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord whether initially installed or replaced. The Premises shall be left in a broom-clean condition. If Tenant shall fail to remove its trade fixtures or other property as provided in this Section 11.7, such fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and at the option of Landlord shall become the property of Landlord, or at Landlord's option may be removed by Landlord at Tenant's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Landlord.

Section 11.8. Holdover by Tenant. In the event that Tenant shall hold the Premises after any termination of this Lease pursuant to the provisions hereof, or any expiration of the Term (or extension thereof), such holding over shall be deemed to have created a tenancy from month to month terminable on thirty (30) day's written notice by either party to the other, upon a monthly rental basis, and otherwise subject to all the terms and provisions of this Lease, except as contemplated to the contrary in this Section 11.8. Such monthly rental shall be computed on the basis

of 150% of the sum of all rents payable by Tenant to Landlord during the last twelve (12) months of the Term (including, but not limited to, Base Rent and all other additional charges provided by this Lease.

If Tenant fails to surrender the Premises upon the termination of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall indemnify Landlord and hold Landlord harmless from loss or liability resulting from such failure, including, without limitation, any claims made by any succeeding tenant founded on such failure.

Section 11.9. Lien of Landlord for Rent, Taxes and Other Sums. Landlord shall have and Tenant hereby grants, a security interest in any furnishings, equipment, fixtures, inventory, accounts receivable, or other personal property of any kind belonging to Tenant, or the equity of Tenant herein, located on or derived from activities conducted in or upon the Premises. The security interest is granted for the purpose of securing the payment of Base Rent, and any other charges, assessments, penalties and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all other obligations of the Tenant hereunder. Upon Tenant's default or breach of any covenants of this Lease, Landlord shall have all remedies available under the laws of the State where the Premises are located, including, but not limited to, the right to take possession of the above-mentioned property and dispose of it by sale in a commercially reasonable manner. Tenant hereby agrees to sign a Financing Statement at Landlord's request for the purpose of serving notice to third parties of the security interest herein granted.

Section 11.10. Liens. Tenant shall discharge any lien filed against the Shopping Center or any part thereof for work done or materials furnished at Tenant's request with respect to the Premises within ten (10) days after such lien is filed. If Tenant fails to keep this covenant, in addition to any other remedies available to Landlord under this Lease or otherwise, Landlord may at its option discharge such lien, in which event Tenant agrees to pay Landlord a sum equal to the amount of the lien thus discharged by Landlord plus all costs and expenses, including, without limitation, reasonable attorney fees and court costs, incurred by Landlord in discharging such lien.

Section 11.11. Late Payments. Should Tenant fail to pay when due any installment of Base Rent, or any other sum payable to Landlord under the terms of this Lease, then interest at the highest lawful rate of interest per annum permitted in the State wherein the Shopping Center is situated, but not to exceed the rate of sixteen percent (16%) per annum, shall accrue from and after the date on which any such sum shall be due and payable, and such interest together with a late charge of \$150.00 to cover the extra expense involved in handling such delinquency shall be paid by Tenant to Landlord at the time of payment of the delinquent sum.

Section 11.12. Consents. Where the consent or approval of Landlord shall be required under the terms of this Lease, such consent or approval may be granted in Landlord's sole discretion, unless otherwise expressly provided for herein. With respect to any provision of this Lease which either expressly provides or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives any claim for, damages incurred by Tenant by reason of Landlord's

failure to comply therewith, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance, and recovery of expenses as authorized by Section 10.6 hereof.

Section 11.13. Waiver of Right of Redemption. Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

Section 11.14. Notices. Whenever notice or any other communication shall or may be given to either of the parties by the other, each such notice or communication shall be sent by registered or certified mail with return receipt requested to the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice or communication under this Lease shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.

Section 11.15. Recording and Short Form Lease. Tenant agrees not to record this Lease without the express written consent of Landlord and further agrees to execute, acknowledge and deliver at any time after the date of this Lease, at the request of Landlord, a "short form lease" suitable for recording. All recording costs, fees or charges due and payable upon the recording of such "short form lease" (including, without limitation, any and all taxes due or collectible upon such recording) shall be payable in full by the party recording same.

Section 11.16. Entire and Binding Agreement. This Lease, including all exhibits and attachments, contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all parties hereto or their successors in interest. All prior conversations or writings between the parties hereto or their representatives with respect to the Premises are merged herein and extinguished. Tenant acknowledges that it has not relied on any estimation, representation or statement of opinion or fact by Landlord or its agents or employees in entering into this Lease other than as may be expressly provided herein. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease.

Section 11.17. Provisions Severable. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of 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 11.18. Captions. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed as in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 11.19. Rider. A Rider, consisting of one (1) page, Section I is attached hereto and made a part hereof.

Section 11.20. Estoppel Certificates. Tenant agrees that it will, from time to time upon request by Landlord and within ten (10) days of such request, cooperate and execute and deliver to such persons as Landlord shall request an estoppel certificate in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that, to the best knowledge of Tenant, Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require. In the event that Tenant should fail to execute any such estoppel certificate within ten (10) days after requested by Landlord, Tenant shall be deemed to have approved the contents of such estoppel certificate in the form submitted to Tenant by Landlord, and Landlord is hereby authorized to so certify.

Section 11.21. Guaranty. A Guaranty Agreement is attached hereto and made a part hereof.

Section 11.22. Broker Notification. Retail Works, as "Landlord's Broker," is a licensed real estate broker operating under the laws of the State of Georgia.

Section 11.23. Broker. In consideration of and as compensation for the service rendered by Broker in procuring the Lease and the occupancy by Tenant of the Premises, Landlord agrees to pay Tenant's Broker, 4% of aggregate non-cancelable rental, pursuant to a separate agreement.

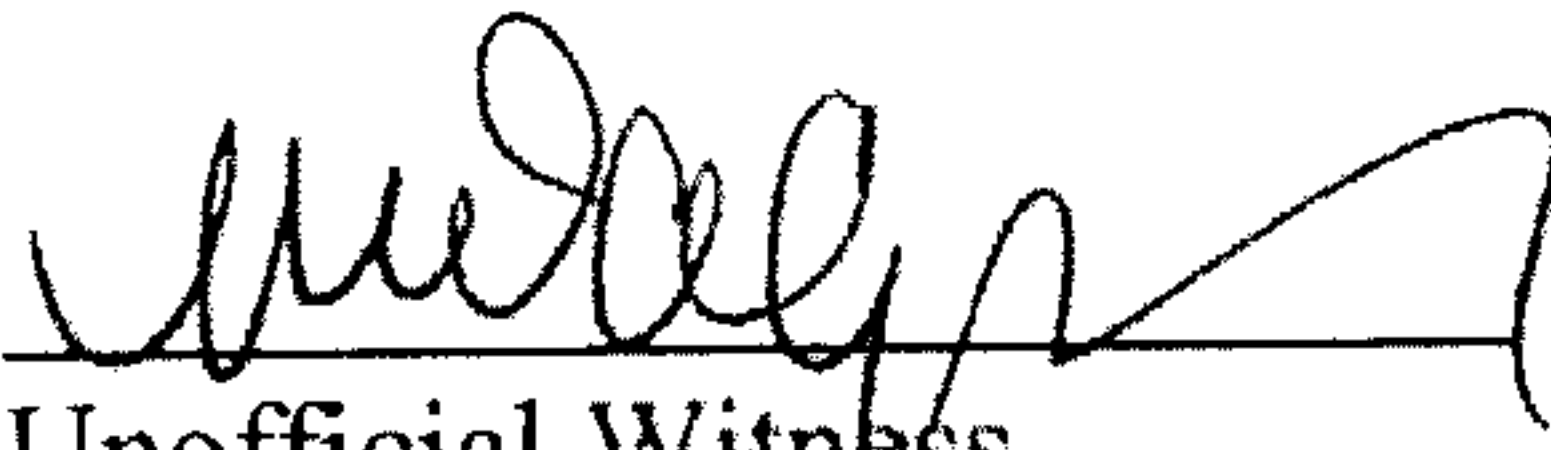
Section 11.24. Compliance with the Americans with Disabilities Act. Notwithstanding any other provision of this Lease to be contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county and local laws, regulations and building codes (collectively the "ADA"). Tenant shall make all alterations to the Premises required by the ADA and shall use and occupy the Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease. At Landlord's sole option, Landlord may (but shall not be obligated to) make any alterations to the Premises deemed necessary by Landlord to comply with the ADA and Tenant shall reimburse Landlord for such costs, upon demand, as additional rent. No approval by Landlord of alterations made by Tenant shall constitute a warranty by Landlord that such alterations comply with the ADA. In addition, Landlord does not warrants that the Premises, the Building, the parking lot, common areas or improvements provided by Landlord during the term of this Lease comply with the ADA. To the extent that Landlord is required to place and keep the Building, parking lot or common areas in compliance with the ADA, then Landlord shall be entitled to include its expenses of compliance as additional rent and Tenant shall be responsible for its proportionate share thereof pursuant to this Lease.

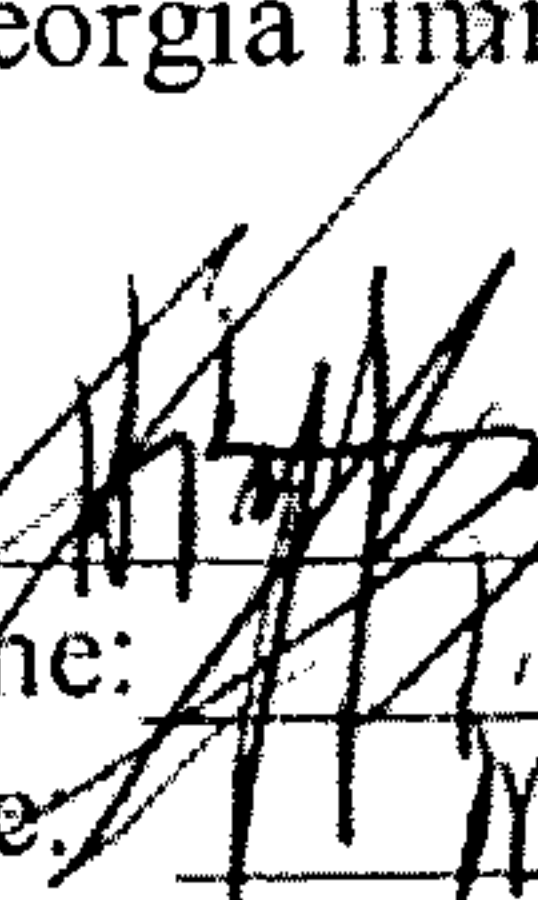
SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first above written.

LANDLORD:

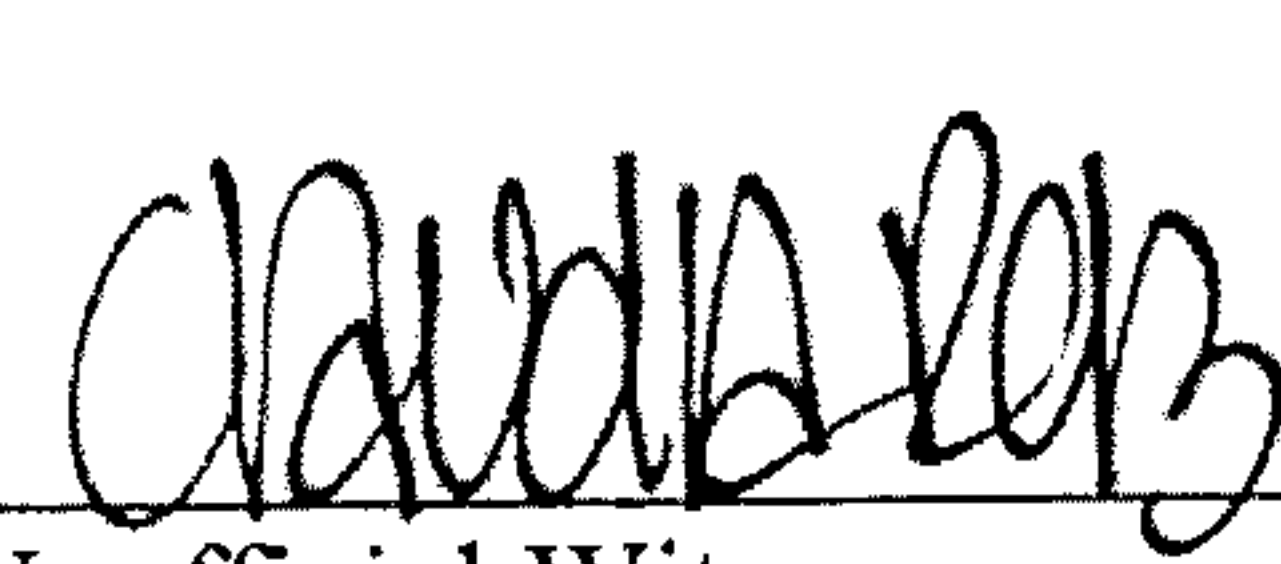
Locke Pelham, LLC.
a Georgia limited liability company



Unofficial Witness

By: 
Name: Richard Bryant
Title: Manager

TENANT:

Mi Pueblo Supermarket LLC.


Unofficial Witness

By: 
Its: owner / President.

RIDER

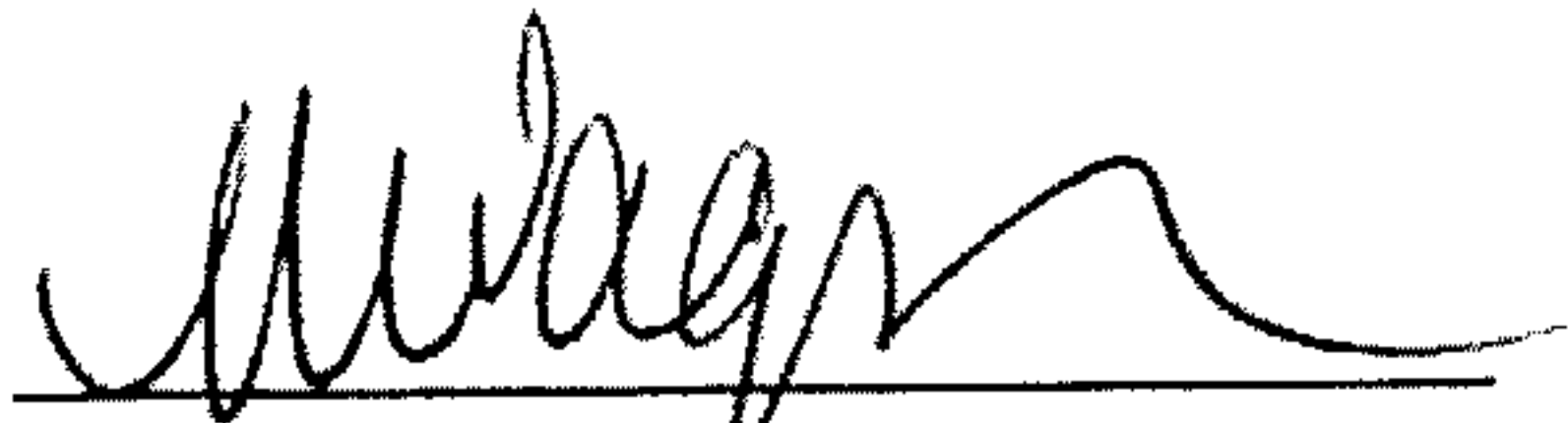
Special Provisions

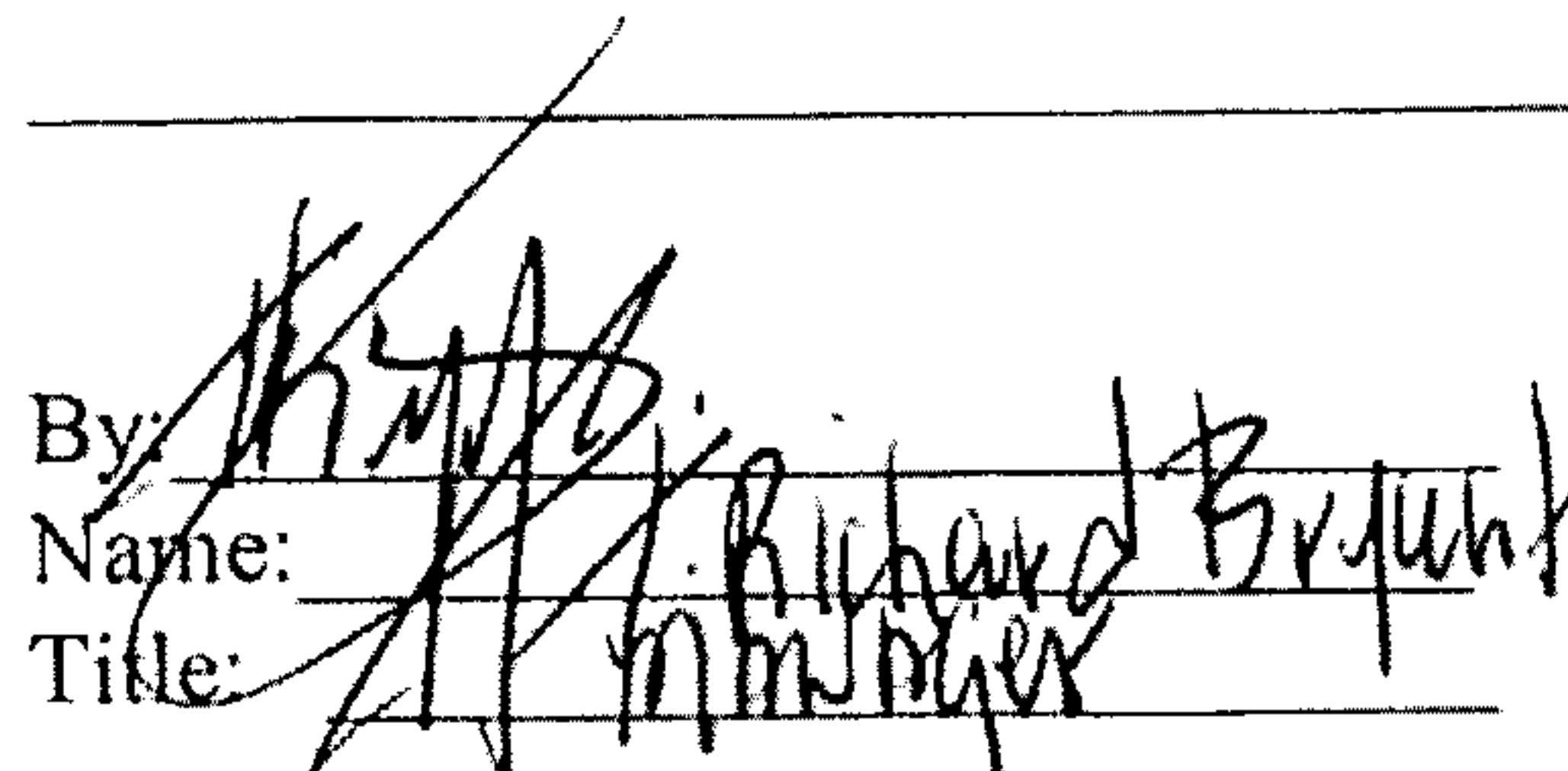
Notwithstanding anything to the contrary, in the event of a conflict between the terms of the Lease and the terms of this Rider, the terms of this Rider shall govern.

1. Option to Renew: Provided the Tenant is not in default of the Lease Agreement, Tenant shall have the right to renew the lease for one (1) five (5) year term. Rent for Year 1 of the Option Period shall be three percent (3%) greater than the prior year and shall increase by three percent (3%) every year thereafter. To exercise this option, Tenant shall provide Landlord with written notice of its intention to extend the term at least one hundred twenty (120) days prior to the expiration of the current term ("Notice Deadline"). If Tenant fails to provide notice in writing on or before the Notice Deadline as required hereby or if Tenant is in default or if amounts due and owing to Landlord remain unpaid, Tenant shall have no option to extend the term of the Lease and the option granted herein shall be null and void and of no force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Rider as of the day and year first above written.

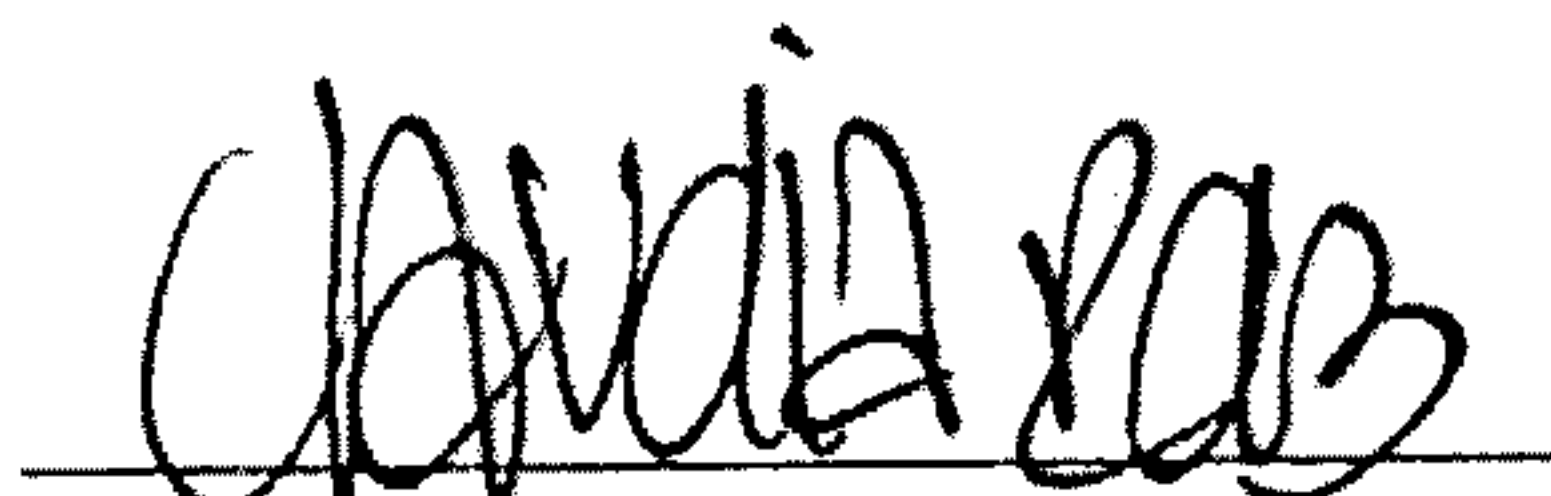
LANDLORD:
Locke Pelham, LLC.
a Georgia limited liability company


Unofficial Witness

By: 
Name: Richard Bruner
Title: Manager

TENANT:

Mi Pueblo Supermarket LLC.


Unofficial Witness

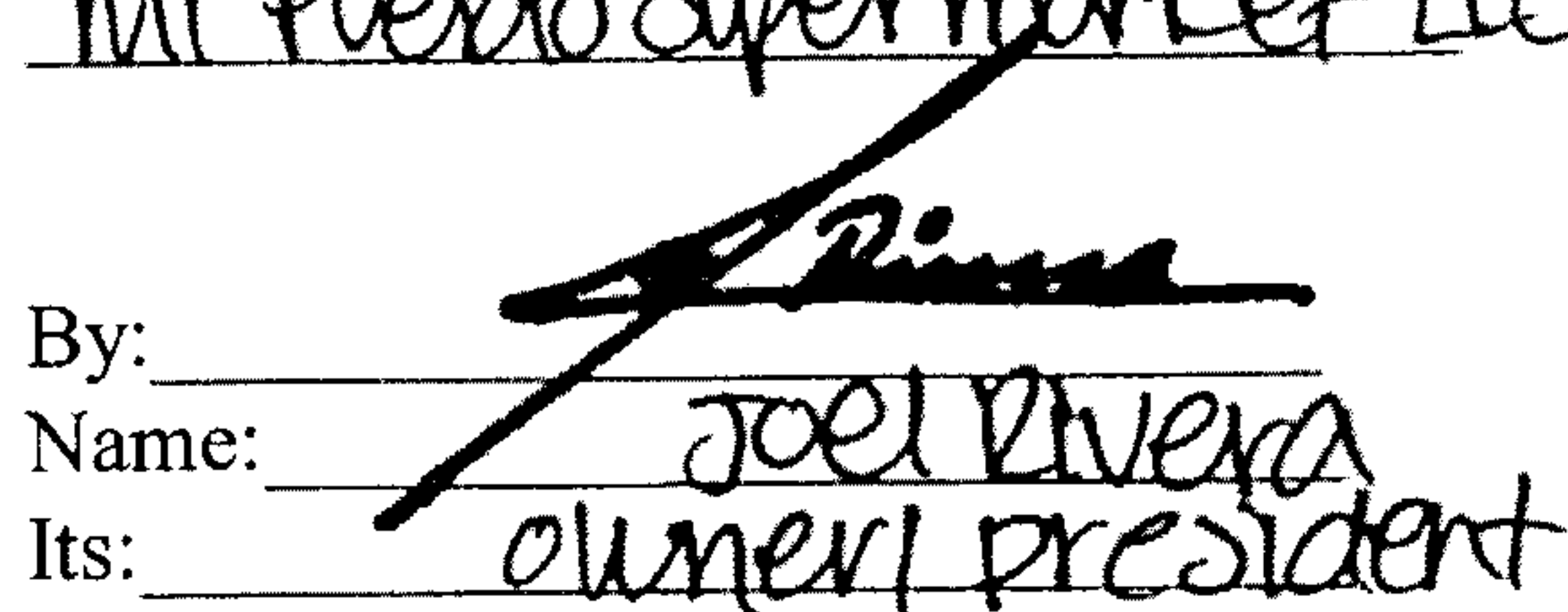
By: 
Name: Joel Rivera
Its: owner/ president

EXHIBIT "A"

Legal Description

Lot 1, according to the survey of Pelham Retail Group Subdivision, as recorded in Map Book 38, page 105, in the Probate Office of Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, run Easterly along the South boundary line of Section 13, Township 20 South, Range 3 West, 764.69 feet, more or less, to the point of intersection of the South boundary line of Section 13, Township 20 South, Range 3 West, and the West right of way line of U. S. Highway 31; thence turn in an angle of $102^{\circ} 18'$ to the left and run Northwesterly along the West right of way line of U. S. 31 Highway 1317.8 feet; thence turn an angle of $77^{\circ} 42'$ to the left and run Westerly 878.51 feet to a point in the center of the Old Birmingham-Montgomery Highway; thence turn an angle of $92^{\circ} 09'$ to the right and run Northeasterly along the center of the Old Birmingham-Montgomery Highway for 303.24 feet; thence turn an angle of $03^{\circ} 28'$ to the right and continue Northeasterly along the center of the Old Birmingham-Montgomery Highway for 292.83 feet; thence turn an angle to the right of $84^{\circ} 23'$ and run in an Easterly direction for a distance of 30.14 feet to an existing 3" iron pipe being the point of beginning; thence continue in an Easterly direction along the last mentioned course for a distance of 498.93 feet; thence turn an angle to the right of $79^{\circ} 44' 01''$ and run in a Southeasterly direction for a distance of 299.47 feet; thence turn an angle to the left of $79^{\circ} 46' 18''$ and run in an Easterly direction for a distance of 189.68 feet to a point on the West right of way line of U.S. Highway #31; thence turn an angle to the left of $103^{\circ} 34' 18''$ and run in a Northwesterly direction along the West right of way line of U. S. Highway #31 for a distance of 262.27 feet to the point of beginning of a curve, said curve being concave in an Easterly direction and having a central angle of $16^{\circ} 11' 30''$ and a radius of 2,905.99 feet; thence turn an angle to the right and run in a Northerly direction along the arc of said curve and along the West right of way line of U. S. Highway #31 for a distance of 821.23 feet to an existing 1 Y2 inch open top iron pipe; thence turn an angle to the left ($84^{\circ} 34' 10''$ from the chord of last mentioned curve) and run in a Westerly direction for a distance of 350.86 feet to an existing iron pin; thence turn an angle to the left of $1^{\circ} 35' 12''$ and run in a Westerly direction for a distance of 100.65 feet to an existing cross being on the East right of way of the Old Birmingham Montgomery Highway or Shelby County Road #238; thence turn an angle to the left of $77^{\circ} 19' 18''$ and run in a Southwesterly direction along the East right of way line of said Old Birmingham-Montgomery Highway for a distance of 786.17 feet, more or less, to the point of beginning. Containing 11.25 acres, more or less.

TOGETHER WITH the easements appurtenant to the property described above created pursuant to that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements, by Pelham Retail Group, LLC, an Alabama limited liability company, dated June 6, 2007, recorded as Instrument No. 20070606000263300 in the Probate Office of Shelby County, Alabama

EXHIBIT "B"

Site Plan

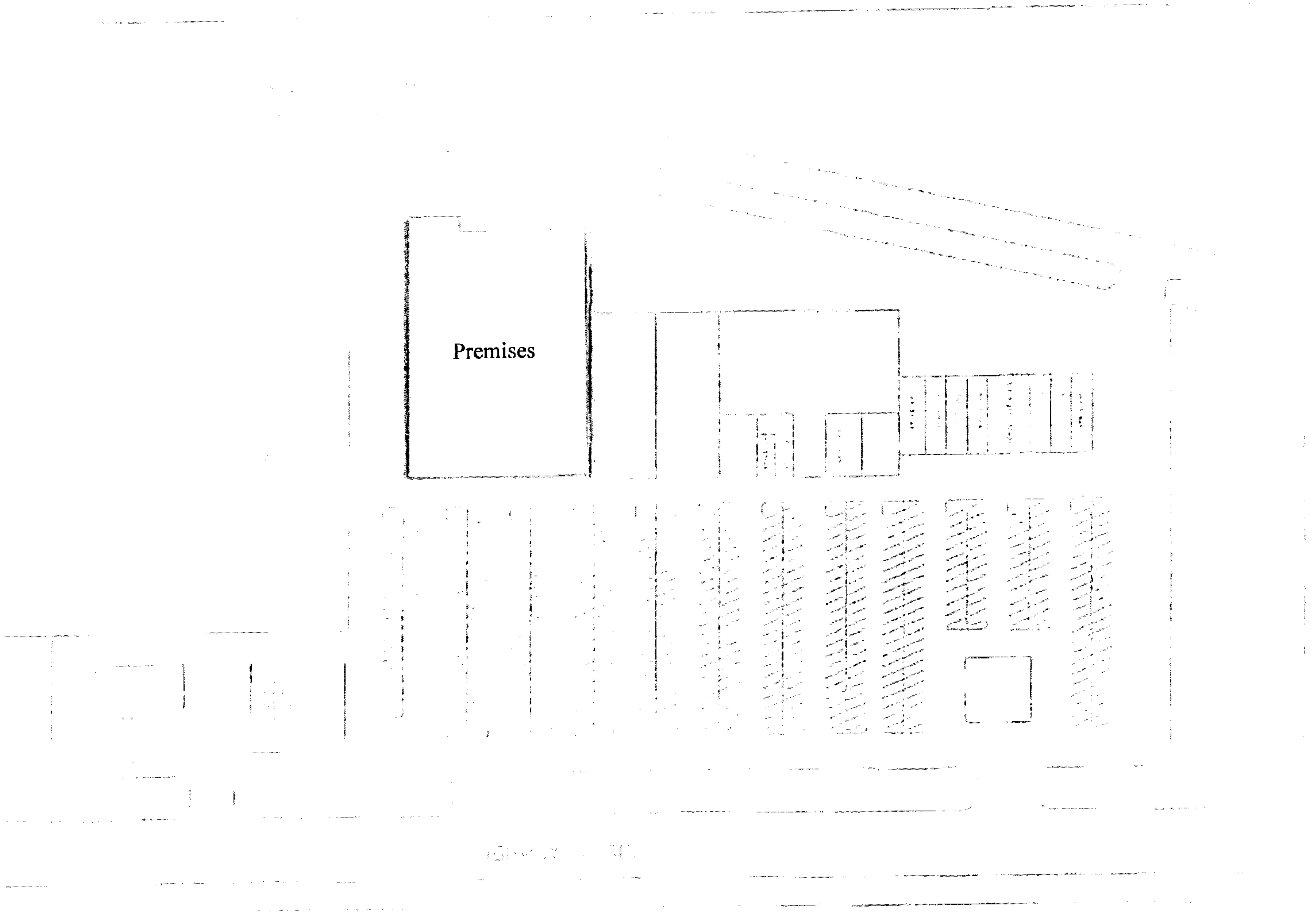


EXHIBIT "C"

Intentionally Deleted

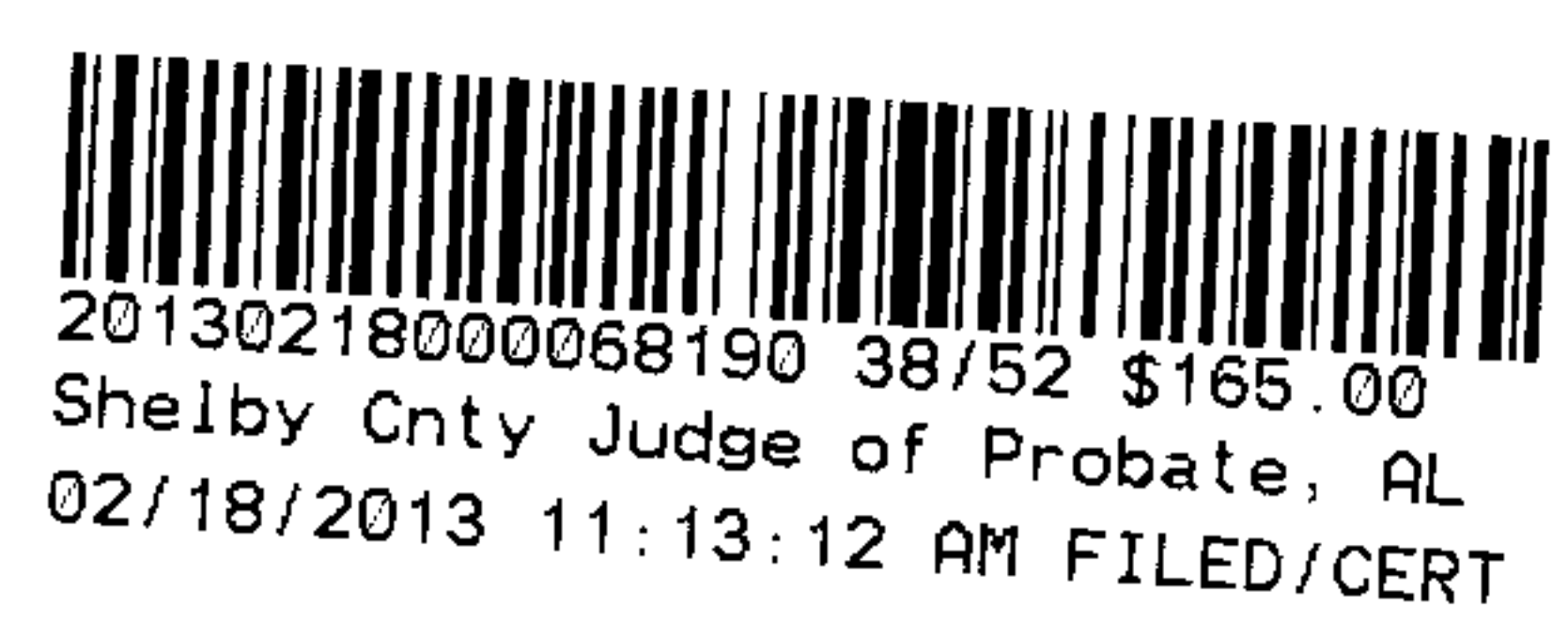


EXHIBIT "D"

Acceptance of Premises

Tenant Name:

Location:

Suite:

Date space is being tendered to Tenant:

Commencement Date:

Expiration Date:

Rental Commencement Date shall be:

Tenant has inspected the premises and acknowledges that the Landlord has completed its construction responsibilities pursuant to Exhibit "C" of the Lease dated _____. This does not relieve Landlord of his responsibilities for any latent defects nor his repair and maintenance responsibilities under this Lease.

The following items have not been completed and Landlord agrees to complete these items within ten (10) working days.

Tenant acknowledges that Landlord has provided keys to the Premises and that Tenant is aware that Landlord cannot warrant that there are no additional duplicates of said keys and that Tenant has been advised to have all locks rekeyed for his protection.

"TENANT"

BY: _____

DATE: _____

EXHIBIT "E"

Estoppel Certificate by Tenant

The undersigned hereby certifies that the undersigned is the Tenant under that certain Lease Agreement (the "**Lease Agreement**") dated _____, 2012, between _____ ("**Landlord**") and _____ or an entity to be determined prior to the Commencement Date ("**Tenant**") and does hereby warrant and represent as follows:

1. The Lease Agreement includes all the covenants and agreements between Landlord and Tenant covering the leased premises described therein, and the Lease Agreement has not been altered, amended, modified or changed in any respect. The Tenant has accepted possession of the premises and is currently in possession of same or intends to occupy the property on or about _____. The Lease Agreement is presently in full force and effect in accordance with its terms, with there being no separate or side agreements between Landlord and Tenant, and no offset or abatement of rent exists with respect thereto except as specifically provided for in the Lease Agreement. The present Base Rent payment due and payable under the Lease Agreement is \$ _____ per month.
2. To the actual knowledge and belief of Tenant, no default by Landlord or by Tenant has occurred under the Lease Agreement as of the date hereof, and no event has occurred which, by the passage of time or expiration of any grace period covered in the Lease Agreement, would constitute a default.
3. Any improvements required to be made by Landlord under the terms of the Lease Agreement have been completed to the full satisfaction of the Tenant.
4. No rent has been prepaid under the Lease Agreement except for the normal prepayment for no more than one (1) calendar month which occurs when rent is paid on the first day of the month. A deposit representing the first month's rent and security deposit in the amount of \$ _____ has been paid by Tenant to Landlord.
5. All tax, utility and common area maintenance payments which are currently due and payable and which are the obligation of Tenant under the Lease Agreement have been paid.

This _____ day of _____, 2012.

"TENANT"

BY: _____

Its: _____

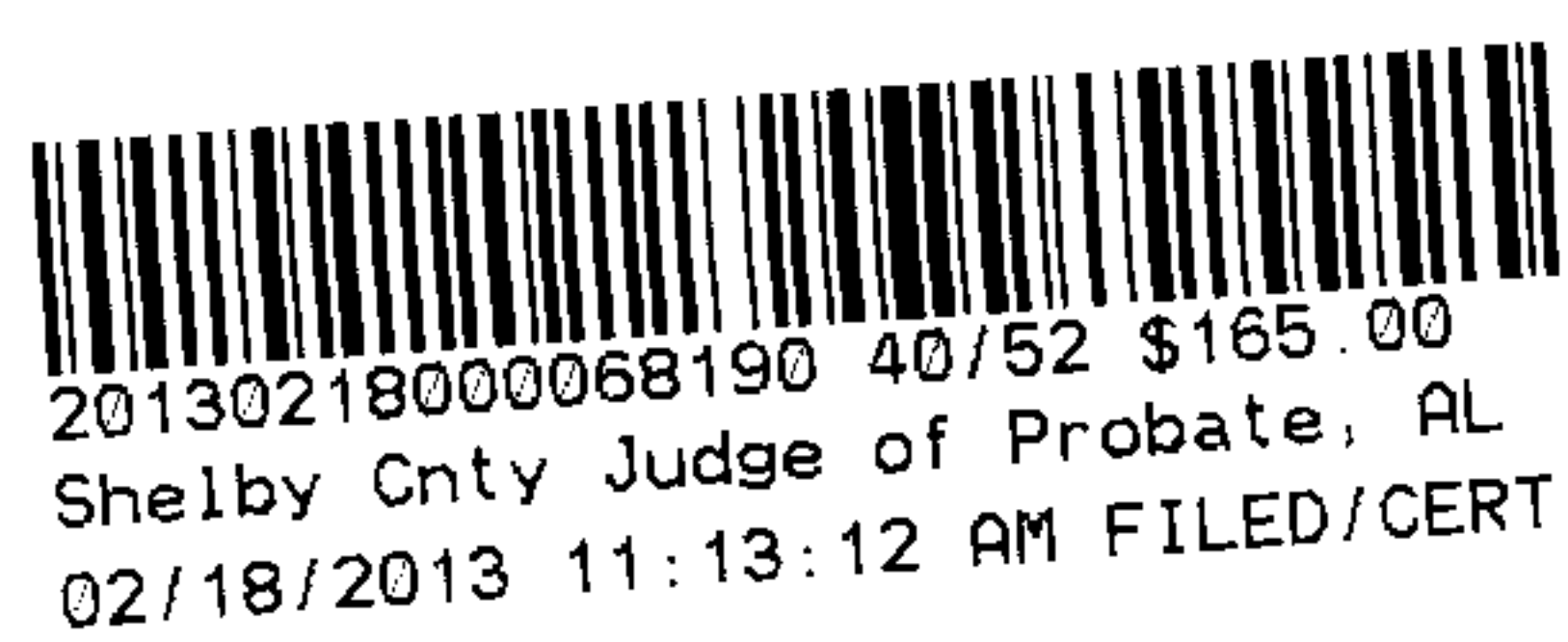


EXHIBIT "F"

Guaranty

THIS GUARANTY is made as of _____, 2012, by Joel Rivera, an individual ("**Guarantor**"), having an address at 161 Shelby Spring Farm, Calera, Alabama, 35040, to Locke Pelham, LLC. ("**Landlord**"), having an address at c/o Bryant Management Services, 3500 Lenox Road, Suite 200, Atlanta, Georgia 30326.

WHEREAS, Landlord has leased Mi Pueblo Supermarket, LLC., ("**Tenant**"), certain space (the "**Premises**") located at Pelham Plaza Shopping Center, pursuant to that certain lease by and between Landlord and Tenant dated as of _____, 2012 (the "**Lease**"); and

WHEREAS, Guarantor is materially benefited by the Lease, and Guarantors execution of this Guaranty is a material inducement to Landlord to enter into the Lease.

NOW THEREFORE, Guarantor agrees with Landlord as follows:

1. Guarantor unconditionally and irrevocably guarantees that all rent due and all tenant improvement costs provided for in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe its covenants thereunder. If any such sum or covenant is not timely paid, performed or observed, then Guarantor shall, promptly after notice thereof and by the later of (i) the expiration of any applicable grace period specified in the Lease, and (ii) the time specified in the notice, pay the same regardless of: (a) any defense or right of offset or counterclaim which Tenant or Guarantor may have or assert against Landlord, (b) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (c) termination of the Lease as a result of Tenant's default, or (d) any other condition or contingency. Guarantor shall also pay all expenses of collecting such sum or any part thereof or of otherwise enforcing this Guaranty, including reasonable attorneys' fees and court costs. This Guaranty is irrevocable, unconditional and absolute. As used herein, the Guaranty Period shall mean the period from the Commencement Date of the Lease and extending for 36 months thereafter.

2. Guarantor's obligations and covenants under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto: (a) Landlord's waiver of the performance of observance by Tenant, Guarantor or any other party, of any covenant or condition contained in the Lease or this Guaranty; (b) any extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or of this Guaranty; (c) any assignment of the lease or subletting of the Premises or any part thereof; (d) any modification or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease or this Guaranty; (e) any extension or renewal of the Lease;

(f) any expansion or reduction in the size of the Premises; (g) the doing or the omission of any act referred to in the Lease or this Guaranty (including the giving of any consent referred to in the Lease or this Guaranty); (h) Landlord's failure or delay to exercise any right or remedy available to Landlord or any action on the part of Landlord granting indulgence or extension in any form whatsoever; (i) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of Tenant's or Guarantor's assets; or (j) the release of Tenant or Guarantor from the performance or observation of any covenant or condition contained in the Lease or this Guaranty by operation of law.

3. If the lease is rejected or disaffirmed by Tenant or Tenant's trustee in bankruptcy pursuant to bankruptcy law or any other law affecting creditor rights, then Guarantor shall, and do hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of tenant under the lease to the same extent as if: (a) Guarantor shall, upon Landlord's request promptly confirm in writing such assumption.

4. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant are hereby waived by Guarantor. Guarantor hereby waives presentment, notice of dishonor, protest and notice of non-payment or non-performance.

5. This Guaranty (a) shall be governed by the laws of the State of Georgia, (b) may not be modified or amended except by a written agreement duly executed by the parties, and (c) shall be binding upon, and inure the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

6. Guarantor's liability shall be primary and joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any remedy against Tenant, and may proceed against Tenant and Guarantor, separately or concurrently. If more than one natural person and/or entity shall constitute Guarantor, then the liability of each such person and/or entity shall be joint and several.

7. Within five (5) business days after the Landlord's written request, Guarantor shall execute and deliver to Landlord a written statement certifying any matter concerning this Guaranty or the Lease as Landlord may request.

8. All claims which Guarantor may have against Tenant by reasons of the Guaranty, whether by way of subrogation to any positions of Landlord or for contribution or reimbursement, shall be subordinate to any outstanding claims which Landlord may have against Tenant. No such failure on the part of Landlord shall release Guarantor of any of its liability under this Guaranty.

9. Any notice which Landlord may elect to send shall be binding upon guarantor if mailed to Guarantor's address set forth above or last address known to Landlord, by United States certified

mail return receipt requested.

11. Time is of the essence with respect to each obligation of Guarantor.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the date first above written.

WITNESS:

GUARANTOR:

BY: _____

Address: _____

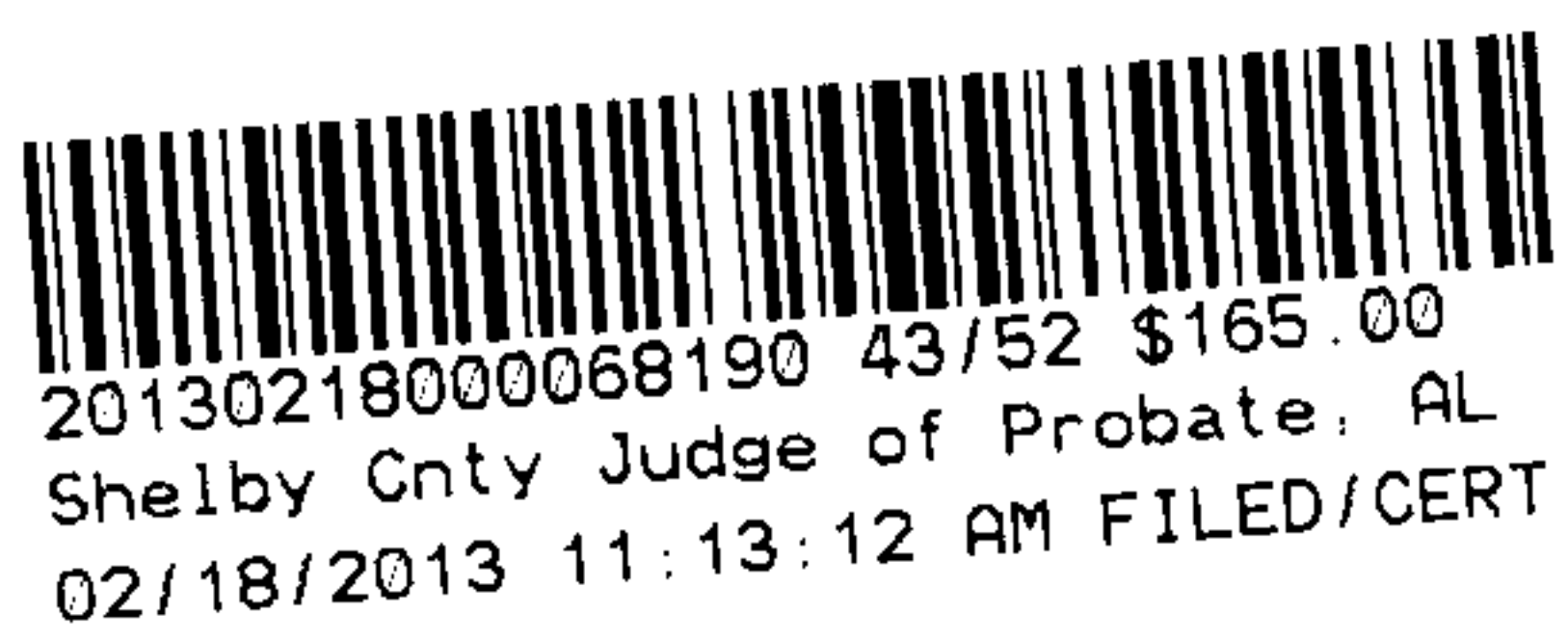


EXHIBIT "G"

Final Waiver of Lien

STATE OF

SS:

COUNTY OF

TO WHOM IT MAY CONCERN:

WHEREAS, _____ (business name), doing business at _____ (address) has been retained by _____ to furnish _____ for the Premises known as Suite _____, _____ Shopping Center, _____ (Street), _____ (County) _____ (City), _____ (State) and now, through its owner or duly authorized agent, wishes to waive and discharge all charges, liens or claims of liens whether now existing or capable of being asserted by virtue of work done at or within the Premises.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of _____ Dollars (\$____) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby forever waive and release any and all actual or potential liens or claims or notice or intent of lien under the statutes of the state in which the Premises is located relating to mechanic's, supplier's or artisan's or any other charges or liens, on the above Premises and improvements thereon, and on the monies or other considerations due or to become due from the Owner, on account of labor or services, material, equipment, fixtures or apparatus heretofore furnished by the undersigned for the above Premises of which may be furnished by the undersigned for the above Premises in accordance with any existing obligation of the undersigned at any time hereafter. All recipients of this final Waiver shall be entitled to rely on the truth and accuracy of its contents.

The undersigned has placed his hand and seal below on this ____ day of _____, 2008.

BUSINESS NAME:

[CORPORATE SEAL]

Signature:

Name:

Title:

NOTE: If the waiver is for a corporation, the corporate name should be used, corporate seal affixed and the title of officer signing waiver should be set forth.

STATE OF

COUNTY OF

SS:

BEFORE ME, the undersigned, a notary Public in and for Said County and State, on this day personally appeared _____ known to me to be the person and, (if applicable, Officer) whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the _____ (business entity), and that he executed the same as the act of such _____ (business entity) for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this ____ day of _____, 2008.

Notary Public

EXHIBIT "H"

Rules and Regulations

The following Rules and Regulations shall remain in full force and effect until Tenant is notified in writing, by Landlord, of any changes and amendments:

1. Tenant shall conduct its business in the Premises at least six (6) days per week, Monday through Saturday, a minimum of forty (40) hours per week. Tenant shall not close the business in excess of 24 hours during the days set forth above without the express written approval of Landlord. A vacation or abandonment of premises or cessation of operations by any other tenant(s) in the Shopping Center shall not in any way release Tenant from Tenant's obligations under this Lease, such obligations being independent covenants of this Lease.

2. All garbage and refuse shall be kept inside the Premises in the kind of container specified by Landlord, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse and garbage and maintain all loading areas in a clean manner satisfactory to the Landlord. If any part of the Tenant's business shall consist of the preparation and/or sale of food, including without limitation the operation of a restaurant, snack shop or food market, Tenant shall place all garbage and refuse in plastic bags before depositing same in exterior containers at Tenant's expense. If Tenant does not place all garbage and refuse in containers, Landlord shall have the right to have said garbage removed at Tenant's expense and shall charge Tenant two (2) times actual expenses incurred by Landlord for said removal.

3. No radio or television aerial or other devise shall be erected on the roof or exterior walls of the Premises or the building in which the Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or devise installed without such written consent shall be subject to removal at Tenant's expense without notice at any time. If the Landlord elects to so remove such aerial or devise, Landlord will charge Tenant two (2) times actual expenses incurred by Landlord for such removal.

4. No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. If the Landlord furnishes background music for the Premises and Tenant desires to purchase same, it will be furnished by Landlord at a monthly rate to be established by Landlord, which shall be subject to reasonable increases as required by increased costs.

5. The plumbing facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant agrees to reimburse Landlord an amount equal to two (2) times the cost incurred by

Landlord as a result of any such breakage, stoppage or damage.

6. Tenant at its expense shall contract for termite and pest extermination services covering the Premises, to be rendered not less frequently than semiannually pursuant to the schedule set forth in Exhibit "F". Tenant shall deliver to Landlord certificates evidencing such services, without the prior request of Landlord.

7. Tenant shall not burn any trash or garbage or any kind in the Premises or within the Shopping Center.

8. Tenant shall keep any display windows or signs in or on the Premises well lighted during the hours that the lights in the parking lot are in operation.

9. Tenant shall keep and maintain the Premises (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.

10. Tenant at its expense shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Shopping Center.

11. Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.

12. Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in the Premises.

13. Tenant shall store and/or stock in the Premises only such merchandise as Tenant is permitted to offer for sale in the Premises pursuant to this Lease.

14. Tenant shall not conduct or permit any fire, bankruptcy, auction or **"going out of business"** sale (whether real or fictitious) in the Premises, without prior written consent of Landlord, or utilize any unethical method of business operation. No **"sidewalk sales"** will be permitted at any time.

15. Tenant shall not perform or permit any act nor carry on or permit any practice which may damage, mar or deface the Premises or any other part of the Shopping Center.

16. Tenant shall not use any fork-lift truck, tow truck or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved by Landlord in writing.



17. Tenant shall not place a load on any floor in the Premises or in the Shopping Center exceeding the floor load which such floor was designed to carry, nor shall Tenant install, operate or maintain in the Premises any heavy item or equipment in such manner as to achieve an improper distribution of weight.

18. Tenant shall not install, operate or maintain in the Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord.

19. Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Landlord or any of the other occupants of the Shopping Center or their customers, agents, or invitees or any others lawfully in or upon the Shopping Center. Upon Notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

20. Tenant shall not use or occupy the Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Premises, the Shopping Center or the neighborhood in which the Shopping Center is located.

21. Tenant shall not store, display, sell or distribute any dangerous materials (including, without limitation, fireworks) unless specifically permitted in this Lease.

22. All loading and unloading of goods shall be done only in the areas and through the entrances designated for such purposes by Landlord.

23. The delivery or shopping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises or Shopping Center.

24. Tenant shall not place or permit any obstructions or merchandise in the outside areas immediately adjoining the Premises.

25. Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other Common Areas.

26. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam or vapors; or any loud or disturbing noises, sounds or vibration to originate in or to be emitted from the Premises.

27. Tenant shall maintain the show windows in a clean, neat and orderly condition.
28. Tenant shall at all times maintain a required number of suitable fire extinguishers on its Premises for use in case of local fires, including electrical or chemical fires.
29. Heating, ventilating, and air conditioning shall be thermostatically controlled in the Premises.
30. Landlord reserves the right to rescind, amend, alter or waive any of the foregoing rules or regulations at any time when, in its judgment, it deems it necessary, desirable or proper for its best interest, and for the best interest of the tenants, and no such rescission, amendment, alteration or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other Tenant. Landlord shall not be responsible to any Tenant for the non-observance or violation by any other Tenant of any of these rules and regulations at any time.
31. Tenant and Tenant's employees and agents shall not park in any part of the Shopping Center other than the employee parking areas designated therefor by the Landlord.
32. Tenant agrees that at all times and notwithstanding any termination or expiration of this Lease it will hold in strict confidence and not disclose to any third party the terms or provisions of this Lease (Confidential Information), except as approved in writing by the Landlord. Tenant shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Tenant acknowledges that their breach of this Agreement may cause irreparable harm to Landlord for which Landlord is entitled to seek injunctive or other equitable relief as well as monetary damages.

EXHIBIT "I"

Sign Criteria

All signs will be with the approval of the Landlord, such approval not to be unreasonably withheld. The location of the sign will be determined by the Landlord. The construction and erection of the sign will be done at Tenant's sole expense by a sign company recommended by Landlord in order to assure conformity of design, material and final appearance.

A. Primary Signs

1. Each merchant shall be limited to one (1) primary sign consisting of individually illuminated letters mounted to a raceway with painted aluminum channels. The acrylic faces shall be white or other color proposed by the tenant and approved by the Landlord.
2. The overall size of the sign shall vary with a minimum 2'-0" setback from the adjacent shops on each side or the end of the building. The maximum sign length shall not exceed 70% of the length of the store front. The sign height shall fit within the tenants lease space, the overall size restrictions and be approved by the landlord.

I. APPROVAL

A All signage shall be reviewed by the Landlord prior to fabrication and installation. Shop drawings shall be submitted to the Landlord for approval which indicates the following:

1. Sign and spacing of letters
2. Type and color of materials for letters
3. Installation methods (see attached detail)

B. The shop drawing submittal shall include four (4) sets of prints. Signs previously used by merchants must conform to the conditions and limitations of this document. Any re-use of an existing sign must conform to new signage specification and be approved by the Landlord.

II. PERMITS

A. Permits are required by the local governmental authority, prior to the erection of any temporary or permanent signs. The landlord's signature is required on all drawings



submitted to the governmental authority for permits. After obtaining design approval from the Landlord, each Merchant shall obtain the required permits from the local governmental authority. The Landlord will require a copy of the permit prior to installation of any sign.

III. RESTRICTIONS

- A. All shop merchant signs shall consist of the nature of the store only. Sign graphics and colors will be limited to the merchants nationally recognized trademark, logo and/or logotype.
- B. The fabrication, installation and operation of all signs shall be subject to the following restrictions:
1. No flashing, moving or blinking illumination will be permitted.
 2. No animation shall be permitted.
 3. The name and/or stamp of the sign company shall not be exposed to view.
- C. The following type of signs are prohibited:
1. Outrigger signs
 2. Moving signs
 3. Rooftop signs
 4. Iridescent signs
 5. Painted signs
 6. Exterior neon signs (neon shall be permitted on interior side of storefront glass)
- D. No sign will be placed in the final position without approval of the Landlord's job representative.
- E. All signs shall be fabricated and installed in compliance with all current applicable building codes and the county sign ordinance.
- F. Temporary promotional signs (balloons, banners, canopies, vehicles, towers, floats, etc.) require approval of Landlord unless prior approval is conveyed in Merchant's/Tenant's lease.
- G. The Landlord reserves the right to remove any sign in the event of major new construction to the buildings.

- H. All signs shall be UL listed and comply with requirements of the Georgia State Building Code.
- I. Required cut off switches shall be constructed as an integral part of the sign or remotely located as allowable by code. Either configuration shall be located so as not to be visibly obtrusive and approved by the Landlord.

