

Prepared by:

Blalock Walters, P.A.
P.O. Box 469
Bradenton FL 34206

Return to:
Burke's Outlet Stores, Inc.
Real Estate Department
700 13th Avenue East
Bradenton, Florida 34208

BURKE'S OUTLET STORE #540
INVERNESS HEIGHTS SHOPPING CENTER
US HWY 280 & VALLEYDALE ROAD
CITY OF HOOVER, COUNTY OF SHELBY, STATE OF ALABAMA
21,306 SF

SHORT FORM LEASE

THIS SHORT FORM LEASE, dated as of the 30th day of November, 2013, by and between **INVERNESS HEIGHTS SHOPPING CENTER, L.P.**, an Alabama limited partnership (hereinafter referred to as the "Landlord") pursuant to a ground lease dated April 20, 2005 (the "Ground Lease") with **THIRD CREEK, L.L.C., MATTHIAS D. RENNER FAMILY, L.L.C.** and **KENNETH J. WEBER FAMILY L.L.C.** (collectively, "Ground Lessors/Owners"), whose address is 9986 Manchester Road, St. Louis, Missouri 63122, and **BURKE'S OUTLET STORES, LLC**, a Texas limited liability company (hereinafter referred to as the "Tenant"), whose address is 700 13th Avenue East, Bradenton, Florida 34208.

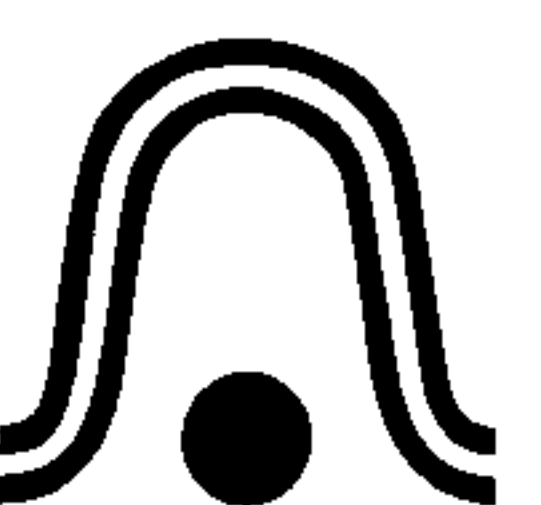
WITNESSETH:

Landlord hereby demises and leases unto Tenant and Tenant hereby hires and takes from Landlord, upon and subject to the covenants and agreements set forth in that certain Lease dated November ____, 2013, (the "Lease"), made between Landlord and Tenant, certain premises ("Demised Premises") comprising part of the Inverness Heights Shopping Center, located upon the tract of land ("Entire Premises") described in **Exhibit "A"** attached hereto and made a part hereof, and consisting of a parcel of land, together with the building erected or to be erected thereon by Landlord, as provided in the Lease.

TO HAVE AND TO HOLD the Demised Premises for a term commencing on the date Tenant opens its store thereon to the public for business, or on such earlier date as is provided in the Lease and unless extended or sooner terminated as therein provided, continuing thereafter through the period ending January 31, 2022 as set forth in the Lease.

TOGETHER WITH all appurtenances thereto and the right and privilege on the part of Tenant, its customers, employees and invitees to use, throughout the term of the Lease and all extensions thereof, in common with the other tenants, their customers, employees and invitees, the parking areas, streets, driveways, aisles, sidewalks, malls and other "Common Areas", as therein defined provided or to be provided within the Entire Premises.

Landlord and Tenant desire to record this Short Form Lease for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions of the Lease, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. Specifically, the Lease contains, among others, the following covenants and agreements between the parties:




1. The Demised Premises consist of a retail store building containing approximately 21,306 square feet of floor area.

2. The Lease grants to Tenant two (2) successive options to extend the term thereof for additional periods of five (5) years each.

3. The Lease is subject to a Declaration of Easements, Covenants and Restrictions dated July 20, 2003 made by Kimco Birmingham L.P. and recorded in the Public Records of Shelby County, Alabama at 20030731000493820, as amended (the "Declaration"). Landlord agrees with respect to the Outparcels as defined in the Declaration that any buildings and improvements erected thereon shall not exceed one story, nor a height of twenty-five (25) feet above the finished floor elevation (excluding any cupola, accoutrements, facade, air conditioning unit, signage). Any rooftop equipment shall be adequately screened and no rooftop signs shall be permitted. Landlord further agrees and covenants and said Outparcels will be maintained in a neat and clean condition and that the ground vegetation on such outparcels will be regularly cut, and the parcels will be landscaped and maintained in conformity with the rest of the Shopping Center and the terms of the Declaration. No other outbuilding or outparcels will be developed within the Protected Parking Area depicted on the Site Plan attached hereto as **Exhibit "B"**. During the term of the Lease, The Declaration shall not be terminated, nor shall the Declaration be amended in regard to matters affecting Tenant's use of the Demised Premises, nor shall Landlord give its consent under the Declaration for matters affecting Tenant's use of the Demised Premises without Tenant's prior written consent.

4. This Short Form Lease is being recorded in lieu of recording the Lease itself for the purpose of placing the public on notice of inquiry as to the specific provisions, terms, covenants and conditions thereof, and nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created hereby, all of which remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms hereof, the terms of the Lease shall be controlling. Landlord will record this Short Form Term Lease within ten (10) days of Lease execution and return to Tenant as soon as reasonably practicable after recordation.

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SIGNATURE PAGE TO FOLLOW**


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused this Short Form Lease to be executed the day, month, and year first above written.

WITNESSES:

[Signature]
Signature
Tamara S Avery
Print Name
[Signature]
Signature
MICHAEL NUGENT
Print Name, As to Landlord

LANDLORD:

INVERNESS HEIGHTS SHOPPING CENTER, L.P.,
an Alabama limited partnership

By: IH MGMT, INC.,

Its: General Partner

By: [Signature]
THOMAS R. GREEN
Its: President

GROUND LESSORS/OWNERS:

THIRD CREEK, L.L.C., &
MATTHIAS D. RENN R FAMILY L.L.C., and
KENNETH J. WEBER FAMILY L.L.C.

By: [Signature]
MATTHIAS D. RENN R
Its: Manager of each of the above entities

TENANT:

BEALL'S OUTLET STORES, INC.,
a Florida corporation

By: [Signature]
JAMES C. SIMPSON
Its: Vice President of Real Estate

STATE OF Missouri
COUNTY OF St. Louis

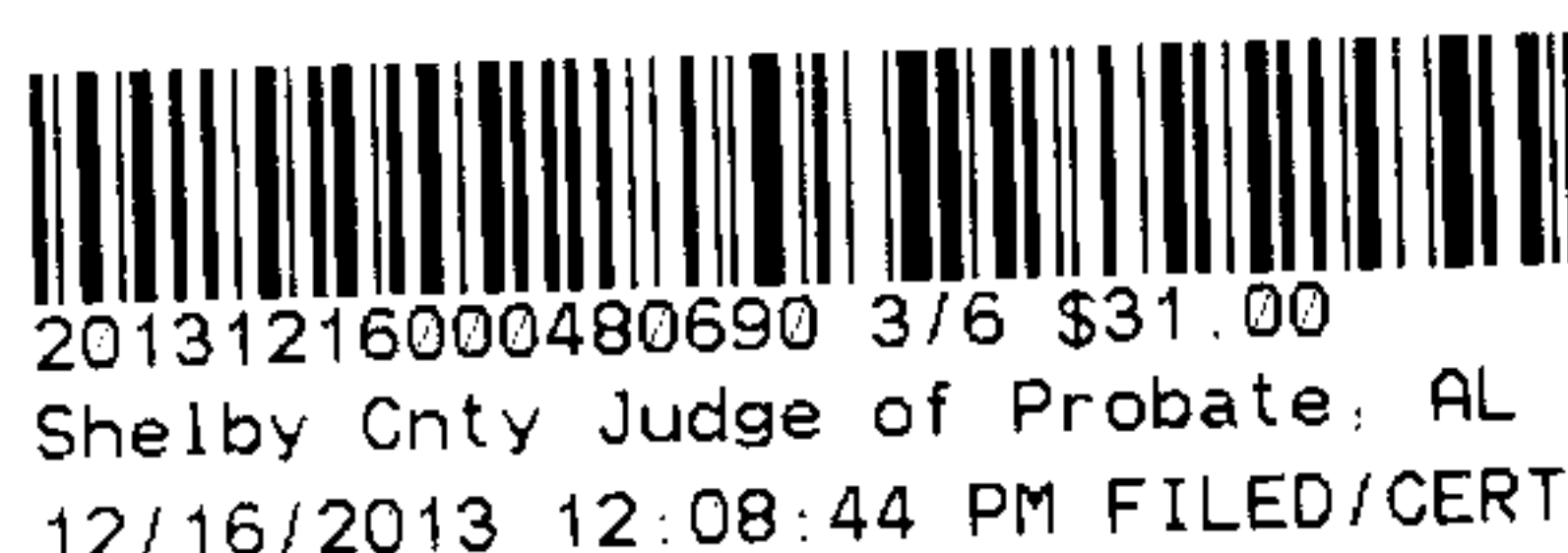
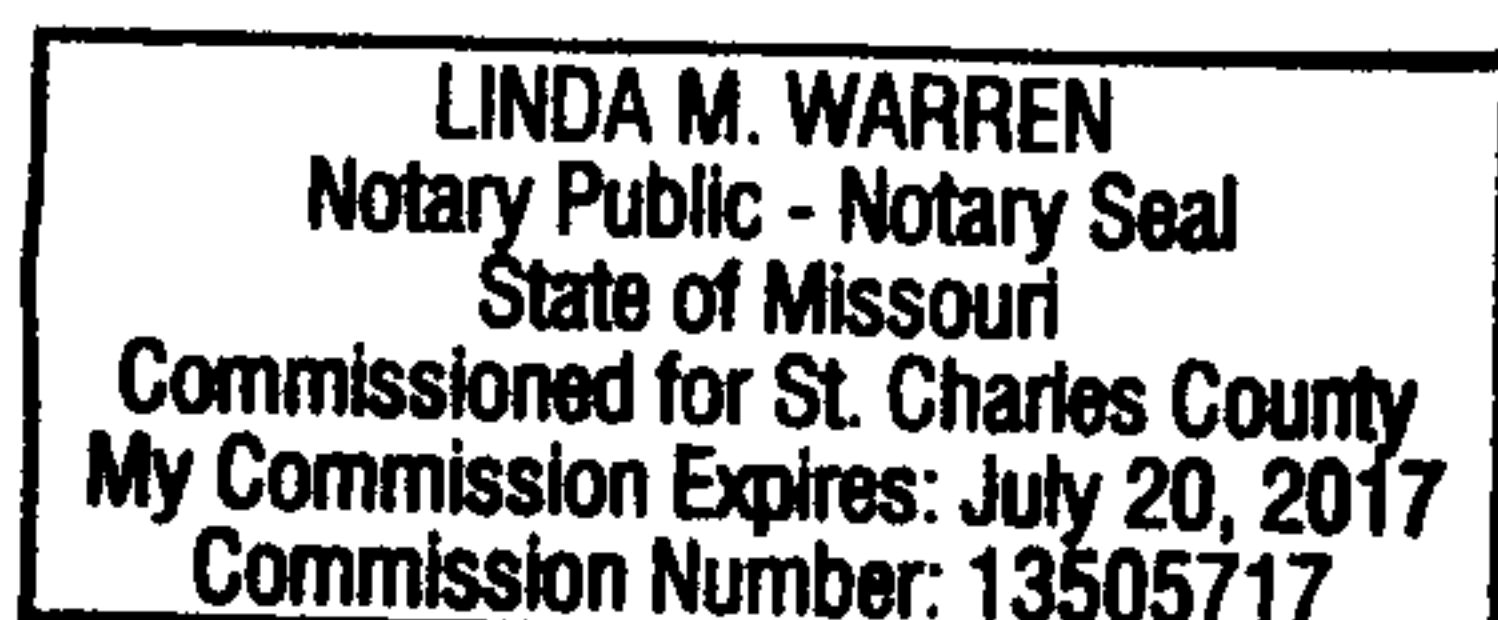
The foregoing instrument was subscribed and sworn to before me this 30 day of November, 2013, by **THOMAS R. GREEN**, as President of IH MGMT, INC., General Partner of **INVERNESS HEIGHTS SHOPPING CENTER, L.P.**, an Alabama limited partnership,

- ☒ who is personally known to me,
☐ who produced _____ as identification, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein
expressed under authority duly vested in him by said partnership.

My Commission Expires:

[Signature]
Signature

Print Name
NOTARY PUBLIC - STATE OF _____
Commission No. _____

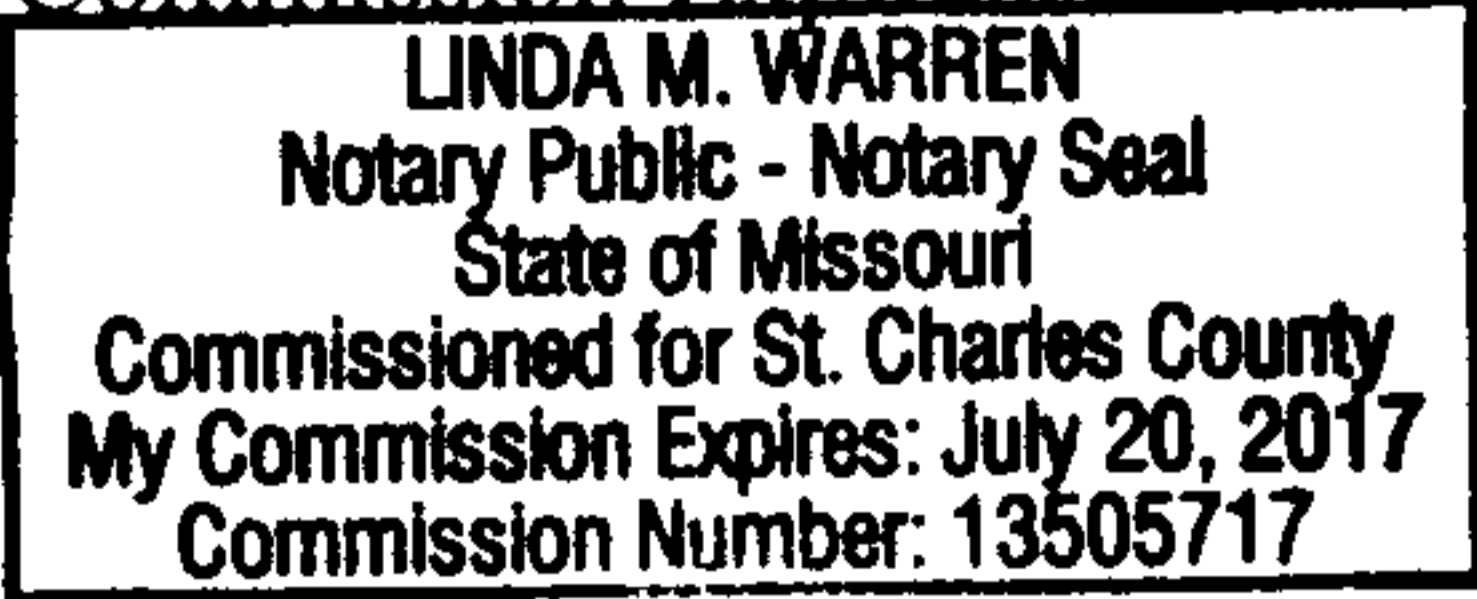


STATE OF Missouri
COUNTY OF St. Louis

The foregoing instrument was subscribed and sworn to before me this 30 day of November, 2013, by **MATTHIAS D. RENNER**, as Manager of **THIRD CREEK L.L.C.**, **MATTHIAS D. RENNER FAMILY L.L.C.** and **KENNETH J. WEBER FAMILY L.L.C.**,

- ☒ who is personally known to me,
☐ who produced _____ as identification, and who
acknowledged before me that he executed the same freely and voluntarily for the purposes therein
expressed under authority duly vested in him by said companies.

My Commission Expires:



Linda M. Warren
Signature

Print Name

NOTARY PUBLIC - STATE OF _____

Commission No. _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 27th day of November, 2013, by **JAMES C. SIMPSON**, as Vice President of Real Estate of **BEALL'S OUTLET STORES, INC.**, a Florida corporation,

- ☒ who is personally known to me,
☐ who produced _____ as identification, and
who acknowledged before me that he executed the same freely and voluntarily for the purposes
therein expressed under authority duly vested in him by said corporation.

My Commission Expires:



Lauri Mendoza
Signature

Print Name

NOTARY PUBLIC - STATE OF FLORIDA

Commission No. _____




20131216000480690 4/6 \$31.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
Legal Description

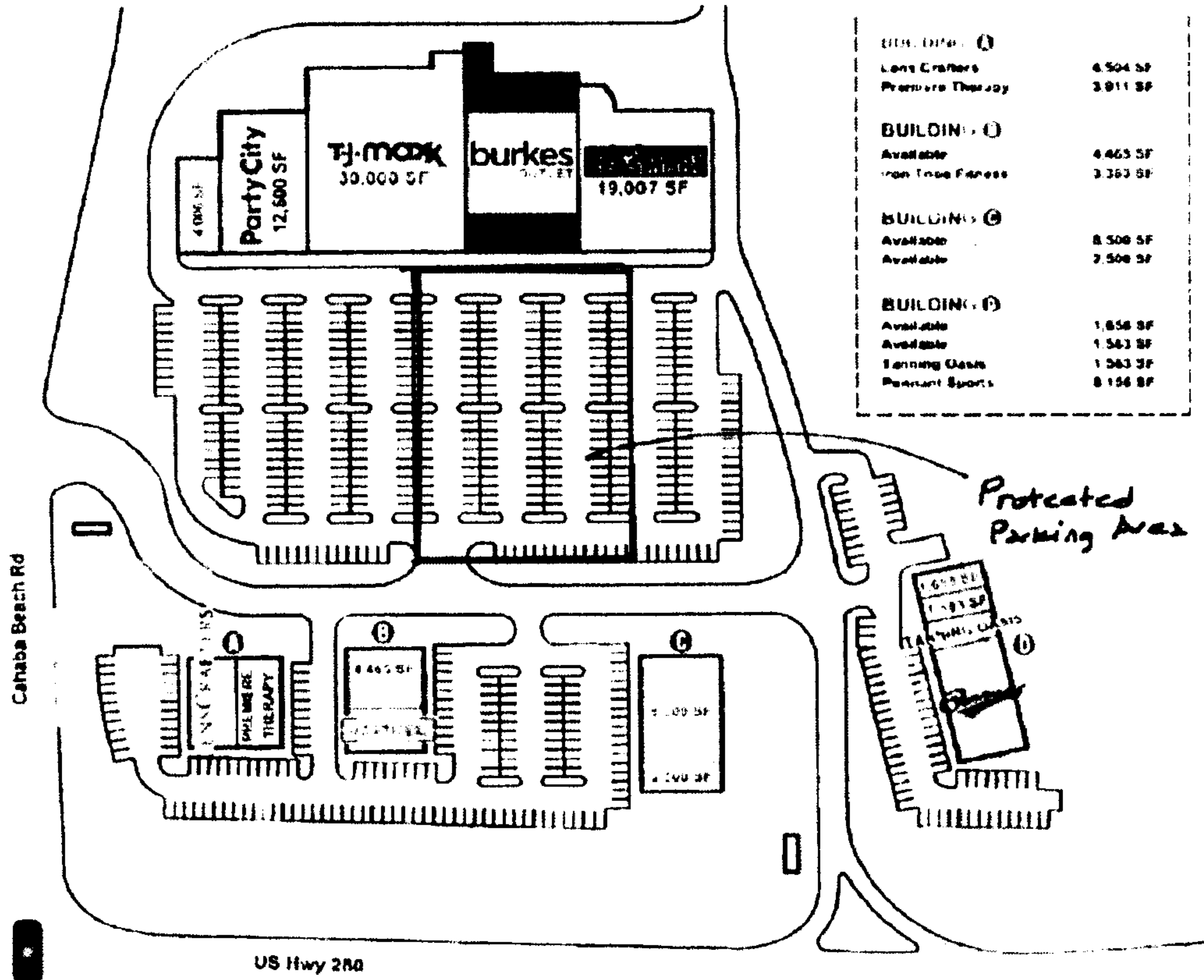
Lots 1, 2, 3, according to the Survey of Cypress Equities Addition to Hoover, as recorded in Map Book 31, page 79, in the office of the Judge of Probate of Shelby County, Alabama, being situated in Shelby County, Alabama.


20131216000480690 5/6 \$31.00
Shelby Cnty Judge of Probate, AL
12/16/2013 12:08:44 PM FILED/CERT



Site Plan

Site Plan



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