


LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into as of the 10 day of March, 2014, by and between Chelsea Towne Station LLC, hereinafter referred to as "Lessor" and World Acceptance Corporation of Alabama d/b/a World Finance Corporation of Chelsea, hereinafter referred to as "Lessee".

DEFINITIONS AND BASIC PROVISIONS

- (a) "Lessor": Chelsea Towne Station LLC
- (b) Lessor's Tax Id #: _____
- (c) Lessor's Address: c/o Ponder Properties Commercial Real Estate LLC.
850 Corporate Parkway- Suite 106
Birmingham, Ala. 35242
- (d) "Lessee": World Acceptance Corporation of Alabama
- (e) Lessee's Trade Name: World Finance Corporation (signage reads
"World Finance Loans and Taxes")
- (f) Lessee's Address: 108 Frederick Street
P.O. Box 6429 (29606)
Greenville, SC 29607
Attention: Lease Administration Department
- (g) "Leased Premises": A retail unit approximately **800** square feet in area, **[in the Chelsea Towne Station Shopping Center,]** located on real property in Shelby County, as described in Exhibit "A" (Legal Description) with a physical address of 109 Foothills Parkway, Suite 112, Chelsea, AL 35043 **[as shown in Exhibit "A-1" (Site Plan).]**
- (h) Permitted Use Of Leased Premises: Lessee shall be permitted to use the Leased Premises for the purpose of conducting a general finance and insurance business, including the arranging for the loaning of money, discounting all kinds of commercial paper, mortgages, conditional sales contracts, security agreements, catalog sales, in-house sales of electronics, tax preparation, and other related business activities. Lessor covenants that there are no exclusivity agreements with any other lessees in the building or center of which the Leased Premises are a part.
- (i) "Initial Term": The Initial Term shall be for a period of twenty-six (26) months.
- (j) Twenty six months with the first two months free.

Shelby County, AL 05/07/2014
State of Alabama
Deed Tax: \$19.00


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Lessee <i>SRE</i>	Lessor <i>D.D.</i>

Rent Commencement Date: The later to occur of: a) sixty (60) days following delivery of possession to Lessee or b) Lessee opening for business in the Leased Premises.

Lease Expiration Date: Number of Initial Term Months plus any remaining partial days so that the Lease expires on the last day of the month, unless sooner terminated as hereinafter provided.

(k) Gross Rent: During the term of the Lease, the Gross Rent for the Leased Premises shall be in accordance with the following schedule:

<u>Months</u>	<u>Monthly</u>	<u>Annually</u>
1-2	\$0.00	\$0.00
3 – 26	\$800.00 plus water /sewage of \$49.00 per month	\$9600.00

(l) Lessee Improvement Allowance: N/A


(m) Renewal Term Rent: Provided that Lessee is not in default on any of the Lease provisions, Lessee has a one (1) time option to renew this Lease for thirty six (36) months with a five percent (5%) increase over the previous term, by providing Lessor with a thirty (30) day written notice.

(n) Signs: At Lessee's sole expense, Lessee shall have the right to erect its standard fascia and pylon signage (if available now or in the future) which will adhere to its prototypical signage program (See Exhibit "C").

(o) Condition of Leased Premises: Lessor represents and warrants to Lessee that on the date of delivery of possession of the Leased Premises to Lessee the Leased Premises will be in compliance with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, and occupancy of the Leased Premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any similar body having jurisdiction over the Leased Premises or the building of which the Leased Premises are a part (including but not limited to ADA requirements). Lessor further warrants the HVAC, electrical, and plumbing systems will be in good working order, complete with working hot water heater, upon delivery of the Leased Premises to the Lessee, with the utilities ready to be placed in Lessee's name. Lessor will also complete any work as detailed on the attached Exhibit "B", Lessor's Work.

Each of the foregoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

GENERAL LEASE TERMS


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1. **Late Payment** – Lessee shall pay rent by the 5th day of each month. Should Lessee at anytime fail to pay said rent within fifteen (15) days after receipt of written notice from Lessor, Lessee will be in default and Lessor may pursue any remedy Lessor has at law to repossess the Leased Premises. If Lessee fails to commence to cure any other provision within thirty (30) days after receipt by Lessee of written notice from Lessor, Lessor may pursue any remedy Lessor has at law to repossess the Leased Premises.


2. **Lessee's Repairs and Maintenance** – Lessee has the permission and right to redecorate the interior of the Leased Premises and to make such improvements therein as are necessary for the conduct of its business that will not interfere with the structural support of the building. Lessee shall be responsible for interior repairs to the Leased Premises including above-floor portions of plumbing located within Leased Premises. Lessor, at Lessor's expense, shall warrant that the HVAC systems are in good, working order for the first twelve (12) months of the Initial Term. Thereafter, Lessee shall be responsible for all maintenance and repairs of HVAC systems throughout the entire term of the Lease up to \$500.00 annually, provided that the Lessee has in place a Maintenance contract to service the unit and replace the filters on a quarterly basis. Lessee shall return Leased Premises to Lessor at expiration or termination of term or extension thereof in like condition, broom clean, reasonable wear, tear, casualty thereof, alterations, additions, erections, or improvements permitted pursuant to the Lease or permitted by the Lessor excepted.

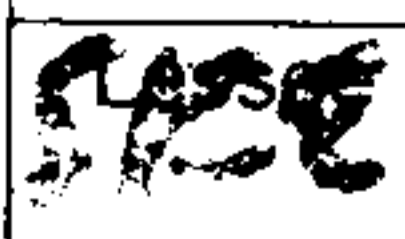
3. **Lessor's Repairs and Maintenance** - Lessor agrees to maintain at Lessor's expense, all structural, foundation and exterior portions of the Leased Premises and/or Shopping Center, including the roof, roof structure, supporting columns, gutters, down spouts, outer walls, windows, doors, door closure devices, plate glass, fire sprinkler systems, exterior lighting, exterior electrical, interior electrical circuits, light ballasts, and any below-floor or underground plumbing, sewer and other utilities. Lessor further agrees that it shall be responsible for all eradication of wood-destroying or other insects, rodents or fowl, and any damage caused thereby. Lessor shall warrant that the HVAC systems are in good, working order for the first twelve (12) months of the Initial Term. Thereafter, Lessor shall pay costs in excess of Lessee's \$500.00 annual contribution to maintain, repair or replace any HVAC systems serving the Leased Premises. The HVAC system serving the Leased Premises shall be adequate to heat and cool the Leased Premises, but shall not be less than the minimum requirements of any applicable state, city, or local building code.

4. **Common Area Maintenance, Payment of Taxes and Payment of Insurance:**

Common Area Maintenance – Lessor, at Lessor's sole cost and expense shall maintain in good repair, and in a clean and orderly condition, all of the Common Areas, including without limitation all walkways, all parking areas and driveways, removal of debris and snow/ice, all exterior lighting for the Common Areas and all landscaping, and in general, Lessor shall maintain the facilities as a first class shopping center.

Modification of Common Areas - The Lessor shall not close or change the common areas in such a way as to limit the Lessee's ease of access to its Leased Premises or build any barriers (from fences to planters to bumper guards) in the common areas that may guide traffic away from its Leased Premises. Lessor warrants that no changes to the shopping center or Common Areas


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by Lessor shall materially or adversely affect the parking, access or visibility to the Leased Premises.

Payment of Taxes –


(a) Lessor, at Lessor's sole cost and expense shall pay all taxes, assessments, and other charges which may be levied, assessed or charged against the Leased Premises by governmental process and will make all payments required to be made under the terms of any mortgage which is now or may hereinafter become a lien on the Leased Premises.


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

Payment of Insurance –

Lessor, at Lessor's sole cost and expense, shall pay the costs of maintaining and providing the insurance policies required of Lessor hereinafter described. Lessee, at Lessee's sole cost and expense, shall pay the costs of maintaining and providing the insurance policies required of Lessee hereinafter described.

5. **Access by Lessor** - Lessor may, upon reasonable notice to and approval by Lessee, except in the case of an emergency, in which case Lessor may enter the Leased Premises with or without notice as may be reasonable, enter Leased Premises during Lessee's normal business hours for the purpose of examining the same or making such repairs as necessary that do not materially interfere with Lessee's conduct of its business. Lessor shall try to perform all work outside Lessee's business hours if possible. Lessor shall give Lessee at least one day's notice prior to entering the Leased Premises after Lessee's normal business hours.
6. **Utilities** - The cost of all gas, electricity, and other utilities used in the Leased Premises during the term hereof shall be paid for by Lessee unless some or all are paid for by Lessor. Any impact or connection fees will be paid in full by Lessor (excluding any refundable utility deposits to be paid by Lessee).
7. **Assignment** - Lessee may assign this Lease Agreement or sublet the same or any part thereof to any person or corporation with the written consent of Lessor, it being understood that Lessor's consent will not be unreasonably withheld or delayed. Lessee, however, has the right, without Lessor's prior written consent and without further consideration, to assign the entire Lease to any subsidiary, affiliate or parent which it now has or which it may acquire in the future, provided Lessee or its successor remains responsible for the performance and fulfillment of the terms and obligations of this Lease.
8. **Erection and Removal of Signs** - Lessee may place signs on both the exterior and interior of the Leased Premises pursuant to its Prototypical Signage (attached as Exhibit "C") for the purpose of indicating the nature of the business carried on by Lessee in said Leased Premises and shall not damage the Leased Premises in any manner by such installation. At the termination of this Lease, Lessee may remove its signs, and any damage to the Leased Premises caused by removal shall be promptly repaired by Lessee. It is agreed that any signs, trade fixtures, office


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furniture, fixtures, and equipment may be removed by Lessee at the expiration or earlier termination of the Lease Agreement, or any renewal or extension thereof. Lessor at Lessor's expense shall remove all existing fascia signage from prior lessees at full lease execution.

- 9. Damage** – Should the Leased Premises or the building of which the Leased Premises are a part be partially or totally destroyed by storm, wind, fire or other cause or should be damaged by any cause to such an extent that rebuilding or repairs cannot be made within sixty (60) days from the date of the fire or other cause of damage, Lessee or Lessor shall have the option to terminate this Lease and Lessee's liability under the Lease shall cease as of the date of such damage. If, however, Lessee or Lessor does not exercise said option to terminate the Lease, Lessor shall rebuild and/or repair the Leased Premises to substantially the same condition the Leased Premises were in immediately prior to the casualty and allow Lessee abatement in the rent until the Leased Premises are ready for occupancy. In the event the Lease is terminated pursuant to this Section 9, any monies prepaid by Lessee shall be returned to Lessee by Lessor.
- 10. Cure Lessor's Default** – If Lessor fails to commence to make any repairs or do any work required of Lessor by the provisions of this Lease and diligently pursue to completion, or in any other respect fails to commence to perform any covenant or agreement in this Lease on the part of the Lessor to be performed, Lessee, after the continuance of any such failure or default for ten (10) days after notice in writing thereof is given by Lessee to Lessor notwithstanding any delay or forbearance in giving such notice, (or in case of any emergency, upon such notice, or without notice, as may be reasonable under the circumstances) Lessee may (a) pay said costs and other charges and cure such defaults all on behalf of and at the expense of Lessor, and do all necessary work and make all necessary payments in connection therewith, and bill Lessor together with interest at the rate of ten percent (10%) per annum, and may apply the same to the payment of such indebtedness of Lessor to Lessee until such indebtedness is fully paid; if at the expiration of this Lease or any extension thereof there shall be any sums owing by Lessor to Lessee, this Lease may at the option of Lessee be extended and continue in full force and effect until sixty (60) days after the date when the indebtedness of Lessor to Lessee has been fully paid (b) Lessee may terminate the Lease Agreement with thirty (30) days prior notice to Lessor.
- 11. Lessee's Remedies** – Any repairs to interior of Leased Premises or Lessee's personal property due to damage from Lessor's continued non-remedied default; i.e., roof, drainage pipes, wall leaks, etc. shall be paid for by Lessor per the provisions in Section 10 of this Lease.

In the event the Leased Premises experience water intrusion from an area of Lessor's responsibility (roof, outer walls, down spouts, foundation, etc.); Lessee shall exercise all rights pursuant to the provisions in Section 10 of this Lease.

- 12. Attorneys' Fees** – If Lessor or Lessee litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Lessor or Lessee is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation. For the purposes of the Lease, the successful litigant is the one who recovers the


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net judgment in claims for monetary damage and the one who recovers substantially the relief it sought in claims that do not involve monetary damages.


13. Eminent Domain - Should the Leased Premises described herein, or any part thereof, be taken by condemnation or eminent domain by any local or political authority or subdivision thereof, having such power so that the Lessee cannot carry out its purpose or objects on said Leased Premises, this Lease and Lessee's liabilities under the Lease shall terminate upon such taking. Any monies prepaid by Lessee shall be refunded to Lessee upon such termination.

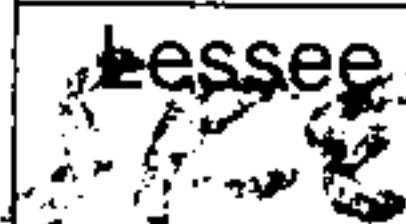
14. Adverse Legislation – It is agreed by and between the parties hereto that if during the term of this Lease or any extension thereof any law, decision, regulation or condition exists, continues or is made effectual in this City, State, or Nation, which in the judgment of the Lessee adversely affects or makes it unprofitable for the Lessee to carry on its business in these Leased Premises, then in any such event this Lease may be cancelled by the Lessee by serving a thirty (30) day written notice of cancellation to the Lessor or its authorized agent. This Lease is contingent upon Lessee being granted all licenses/permits necessary to operate where the Leased Premises are located under the provisions of any municipal, county, state or Federal entities.

15. Insurance Coverage by Lessor and Lessee:

a. **Fire/Casualty Insurance by Lessor:** During the Initial Term and any Renewal Term, Lessor covenants and agrees to maintain in full force a policy or policies of insurance on the Building providing insurance protection against risks of direct physical loss, specifically including protection against damage or destruction by fire and other casualties excluding flood, earthquake and vandalism insurance (formerly known as "All Risk Insurance"). Said insurance shall be in the amount equal to the full replacement value of the permanent improvements thereon under a policy or policies issued by responsible insurance companies and authorized to do business in the State of Alabama. Lessee agrees that it will not do or keep anything in or about the Leased Premises which will contravene the Lessor's policies insuring against loss or damage by fire or other hazards, or which will prevent the Lessor from procuring such policies from companies acceptable to the Lessor at reasonable rates. **Lessor shall provide evidence of said insurance coverage to Lessee which shall include a waiver of right of subrogation as further described in Paragraph 15(f) of the Lease.**

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


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

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

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

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

F. Mutual Subrogation: Lessor and Lessee hereby grant to each other, on behalf of any insurer providing insurance to either Lessor or Lessee as required by this Lease, improvements thereon or contents thereof, a waiver of any right of subrogation by any such insurer that each may acquire against the other by virtue of payment of any loss under such insurance. Each of the parties hereby waives any rights it may have against the other party on account of any loss or



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damage to its property (including the Leased Premises and its contents) which arises from any risk ordinarily covered by fire and extended coverage insurance or any other insurance required to be carried hereunder, whether or not such other party may have been negligent or at fault in causing such loss or damage. Each party shall obtain a clause or endorsement in the policies of such insurance which either party obtains in connection with the Leased Premises or Leased Premises to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against the other party for loss covered by such insurance. Should Lessor or Lessee be unable, unwilling, or otherwise fail to obtain such waiver of subrogation from its insurance carrier, this subsection F, shall be void and considered deleted from the Lease Agreement.

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


16. Environmental - Lessor represents and warrants to Lessee that Lessor has no knowledge and has received no notice of any pollution, health, safety, fire, environmental, sewerage or building code violation or asbestos as those terms are defined in any hazardous substance laws and Lessor will indemnify and hold harmless Lessee, its directors, officers, employees and any assignees, Sub-Lessees or successors to Lessee's interest in the Leased Premises, from and against any and all losses, claims, damages, penalties, and liability, including all out-of-pocket litigation costs and the reasonable fees and expenses of counsel, including without limitation all consequential damages, directly or indirectly arising out of the use, generation, storage, release, or disposal of hazardous materials by Lessor, its agents, or contractors prior to or after the execution of this Lease. The provisions of this Lease relating to hazardous substances will survive the expiration or termination of this Lease.

17. Liens – This Lease does not grant a lien or any other express or implied security interest to Lessor with respect to Lessee's property.

18. Parking – Lessee's employees and business invitees shall have the right to use adequate designated parking spaces in the parking area adjacent to the Leased Premises.

19. Consent – Lessor and Lessee covenant that any consent or approval required of either party herein shall not be unreasonably withheld or delayed.

20. Marketable Title – Lessor covenants that it has good and marketable title to the Leased Premises in fee simple absolute and that the same is subject to no leases, tenancies, agreements, encumbrances, liens or defects in title. Lessor further covenants that there are no restrictive covenants, zoning or other ordinances or regulations, which will prevent Lessee from conducting its usual business in the Leased Premises.


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- 21. Quiet Possession** – If Lessee is not in default under the covenants of this Lease on the part of the Lessee to be performed, Lessor will guarantee to Lessee the quiet, peaceful and uninterrupted possession of the Leased Premises and Lessor covenants that the Lessee's possession of the Leased Premises shall not be disturbed by anyone claiming by, through, or under the Lessor. This Lease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, as the case may be.
- 22. Time of Essence** - Time is of the essence in the performance of this Lease. The terms of this Lease will be binding only if accepted by Lessor within fifteen (15) days of date the Lease is executed by Lessee as shown below.
- 23. Recordation of Lease** - Lessee and Lessor may record this Lease or a memorandum of this Lease at their sole expense and agree to execute such documents upon request.
- 24. Notices** - Any and all notices required shall be sent either Certified Mail or recognized Overnight Courier to the Lessor or the Lessee contained herein or to such other address as a party may specify to the other by written notice in accordance herewith. Notice shall be deemed received on the date of receipt evidenced by the Certified Mail receipt or the Overnight Courier's statement of delivery. If any such notices are refused, or if the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed delivered seven (7) days after the date the notice was placed in the US mail or two (2) days after placing with the Overnight Courier.

[SIGNATURE PAGE TO FOLLOW]



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Lessee [Signature]	Lessor P.O.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed and delivered on the 6th day of March, 2014.

LESSOR:

Chelsea Towne Station LLC

LESSEE:

World Acceptance Corporation of Alabama

David Dawoud
By:

Stacey K. Estes
By: Stacey K. Estes
VP, Lease Administration

Witnesses as to Lessor:

1. [Signature]
2. _____

Witnesses as to Lessee:

1. Shawonk. Curve
2. Lauren K. [Signature]

Acknowledgment

State of Alabama
County of Shelby

State of South Carolina
County of Greenville

The foregoing instrument was acknowledged before me this 6th day of March, 2014,

This foregoing instrument was acknowledged before me this 5 day of March, 2014.

by [Signature]

by Stacey K. Estes

Notary Public

Crystal C. Pelley
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 1, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS


My Commission Expires: _____

My Commission Expires: **My Commission Expires**
March 20, 2019



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<u>[Signature]</u>	<u>D.P.</u>

EXHIBIT "A"
LEGAL DESCRIPTION


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05/07/2014 10:23:57 AM FILED/CERT



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EXHIBIT "A-1"
SITE PLAN



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05/07/2014 10:23:57 AM FILED/CERT

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EXHIBIT "B"
LESSOR'S WORK

In addition to language in Section [n] (Condition of Leased Premises), Lessor, at Lessor's sole cost and expense, will perform the following work:

- Lessor will remove, at Lessor's expense, the walls indicated on the attached Exhibit B-1.


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05/07/2014 10:23:57 AM FILED/CERT



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EXHIBIT " C"
PROTOTYPICAL SIGNAGE

Reflex Blue



Typical Layout Used For:

Pantone 185



Raceway Mounted Channel Letters



New Wall/ Pylon Sign and Replacement Faces

TRADE NAMES

 **Freeman Finance**  *Midwestern Loans, Inc.*

 **Peoples Finance**  **Colonial Finance**

 **World Acceptance Corporation**

 **General Credit Company**

 **Personal Credit Plan**



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