

1. Shopping Center Lease Agreement

1.1 INTRODUCTION

THIS LEASE AGREEMENT made and entered into <<Lease Signed Date>>, by and between **Liberty Properties**, an Alabama company or its assigns (referred to herein as "Landlord"), and <<Tenants (Financially Responsible)>>, (referred to herein as "Tenant"), and ???????? (referred to herein as "Guarantor").

1.2 PREMISES: TERM; RENTAL; USE; DEFINITIONS; ETC.

DESCRIPTION: For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, Landlord hereby leases premises to Tenant, and Tenant leases and accepts, subject to the terms and conditions of this Lease, which has or shall have a front footage of approximately__ feet, a depth of approximately__ feet, and containing approximately square feet (__) (referred to herein as "Demised Premises"), and being shaded in red on the attached plot plan, incorporated herein and marked Exhibit A, which illustrates **Dean Plaza**, Shopping Center, located at **231 North Dean, Suite** in the City of Auburn, County of Lee, and State of Alabama. *?????Exhibit A is not included in this document?????*

1.3 TERM

The original Lease Term shall commence as provided in Section 2.1 and shall be for a period of **Five (5)** Lease Years, as hereinafter defined (referred to herein as the "Base Term"), unless sooner terminated hereby.

1.4 OPTION TERM

If Tenant is not in default under any of the terms of this Lease, the Tenant shall have an option (referred to herein as the "Option" or "Options") to lease the Demised Premises after the termination of the Base Term for _____ (____) additional _____ (____) year period(s) (referred to herein as the "Option Term" or "Option Terms") upon the same terms and conditions set forth herein except for the payment of rent as hereinafter set forth. The Tenant shall exercise the Option or Options by giving notice to the landlord in writing by certified mail, return receipt requested, not less than one hundred eighty (180) days before the expiration of the Base Term and thereafter, not less than one hundred eighty (180) days before the expiration of the applicable Option Term.

1.5 COMMENCEMENT OF MINIMUM RENT

Tenant shall submit to Landlord the first minimum monthly rent payment on the date of execution of this Lease. The second minimum monthly rent payment, in the amount defined in section 3.1, shall be due thirty (30) days after the Commencement Date of the Base Term.

1.6 MINIMUM RENT

Tenant shall pay to Landlord during the Base Term as rent for the demised premises, pursuant to Section 3.1, the minimum monthly rent for the respective Lease Years as follows:

LEASE YEAR	RENT PSF	MINIMUM ANNUAL RENT	MINIMUM MONTHLY RENT
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1.7 COMMENCEMENT OF OTHER TENANT CONTRIBUTIONS

Tenant's obligation to pay Tenant's estimated share for common area maintenance, insurance, and real estate taxes pursuant to Section 3.9 shall begin on the Commencement Date of the Base Term.

1.8 PERCENTAGE RENT AND BASE SALES

In addition to the payment of minimum rent, Tenant shall pay to Landlord, pursuant to Section 3.2, during each calendar year of the Lease Term, as percentage rent, _____ percent (____%) annual gross receipts of Tenant, as defined in Section 3.2, in excess of _____ Dollars (\$_____) (referred to herein as "Minimum Base Sales").

1.9 SECURITY DEPOSIT

Tenant shall deposit with Landlord on the execution date of this Lease, pursuant to Section 3.5, a security deposit in the amount of <<Security Deposit Charges>>.

1.10 TENANT'S USE

The Demised Premises shall be used by Tenant for _____ and for no other use whatsoever without Landlord's prior written consent.

1.11 GUARANTOR

Guarantor (whether one or more persons, partnerships or corporations referred to herein as the "Guarantor") shall guarantee jointly and severally, the payment and performance of all of Tenant's obligations under the terms of this Lease pursuant to Section 13.

1.12 NOTICES

All notices by either party to the other shall be made by depositing such notice in the certified mail of the United States of America, return receipt requested, and such notice shall be deemed to have been served on the date of such depositing in the certified mail unless otherwise provided. All notices shall be addressed as follows:

If to Landlord: _____

With Copies to: _____

If to Tenant: _____

or at such other address as the parties may from time to time designate in the manner provided in this Section

1.13 EXCEPTION AND RESERVATION

Landlord reserves and excepts from the within Demised Premises the roof and exterior walls of the building or buildings of which the Demised Premises are a part, and further reserves the right to construct additional floors on the building of which the Demised Premises are a part and such right in, over and upon the Demised Premises as may be reasonably necessary or advisable for the servicing of the Demised Premises or of other portions of the shopping center.

The Demised Premises shall extend to the exterior faces of exterior walls or to the building line where there is no wall, or the center line of those walls separating the Demised Premises from the other leased premises in the shopping center, but reserving and excepting to Landlord the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through hung ceiling space, column space, and partitions, in or beneath the floor slab or above or below the Demised Premises or other parts of shopping center.

1.14 DEFINITIONS

The term "shopping center" or "center" herein shall be deemed to mean the entire proposed development including any and all proposed structures (whether reflected in Exhibit A or hereafter incorporated in the center during the Lease Term), parking facilities, common facilities, and the like to be built on the property shown on said Exhibit A, as the same may from time to time be reduced, or as the same

may from time to time be increased by the addition of other land, together with structures and the like thereon which may from time to time be included by Landlord in the development. The term "shopping center" or "center" shall not include outparcels as shown on Exhibit A or future outparcels which may be developed.

The term "common areas" herein shall include parking areas, driveways, entrances and exits thereto, service roads, loading facilities, sidewalks, ramps, landscaped areas, exterior stairways, and all other areas and facilities constructed or to be constructed for use in common by the Tenant and all other tenants in the shopping center and their agents, employees and business invitees, subject, however, to the terms of this Lease and reasonableness and regulations prescribed from time to time by the Landlord

The term "pro-rata share" herein shall be deemed to mean a fraction the numerator of which shall be the square footage of the Demised Premises and the denominator of which shall be the square footage of all leasable space in the shopping center on December 31 of each Lease Year; provided, however, in the event another tenant in the shopping center provides its own, or pays directly, any portion or all of the common area maintenance, insurance premiums, real estate taxes, or any other service or expense provided for herein The denominator used in the calculation to determine Tenant's pro rata share of that particular expense or service, shall be the square footage of all leasable space in the shopping center on December 31 of each Lease Year less the square footage of such other tenant.

The term "Lease Year" shall mean the period beginning on the Commencement Date and terminating twelve months later, plus such additional number of days as are required for the first lease Year to terminate on the last day of the last month of the first Lease Year. Thereafter, the term "Lease Year" shall mean the next twelve (12) months immediately following the previous Lease Year.

The term "Lease Term" shall include the Base Term of this Lease, plus any Option Terms exercised by Tenant and any other extensions of the term of this Lease, unless sooner terminated hereby.

1.15 BASE TERM COMMENCEMENT

COMMENCEMENT DATE: The Base Term shall commence on the earlier of the following dates (referred to herein as "Commencement Date"): (i) the date which is thirty (30) days after Tenant has been notified in writing by Landlord that the Demised Premises is ready for occupancy, or (ii) the date on which Tenant shall open the Demised Premises for business; provided, however, Tenant shall be required to open the Demised Premises for business, within sixty (60) days after Tenant has been notified in writing by Landlord that the Demised Premises is ready for occupancy.

1.16 PRIOR INSTALLATION

Tenant, prior to the Commencement Date, shall, with the prior consent of Landlord, be permitted to install fixtures and equipment. Any work done by Tenant prior to completion of the Demised Premises shall be done in a manner as will not interfere with the progress of the work by Landlord of completing construction and Landlord shall have no liability or responsibility of loss of, or any damage to fixtures, equipment or other property of Tenant so installed or placed on the Demised Premises.

1.17 RENT AND OTHER TENANT CONTRIBUTIONS

MINIMUM RENT: Tenant shall pay to Landlord as rent for the Demised Premises the minimum monthly rent set forth in Section 1.5, with the first and second minimum monthly rent payments commencing on the dates provided in Section 1.4. Provided, however, the amount of the second minimum monthly rent payment shall be determined by multiplying the minimum monthly rent by a fraction, the numerator of which shall be the lesser of (i) the number of days from and including the Commencement Date through the last day of the month in which the Commencement Date occurs, or (ii) thirty (30) days; and the denominator of which shall be thirty (30) days. The next minimum monthly rent payment shall be due on the first day of the next month after the second minimum monthly rent payment is due, and thereafter minimum monthly rent payments shall be due on the first day of each and every calendar month during the Lease Term.

During any Option term of this Lease, as described and set forth in Section 1.3 hereof, Tenant shall pay to Landlord, in the same manner provided in this Section 3.1, as minimum monthly rent the greater of (i) the original minimum monthly rental increased by three percent (3%) per annum, compounded annually for the number of years in the Base Term of this Lease plus any previously exercised option Terms, or (ii) the original minimum monthly rental multiplied by a fraction, the numerator of which shall be the index number ("Index Number") indicated on the Consumer Price Index ("CPI" issued by the Bureau of Labor Statistics of the United States Department of Labor, under the U.S. City Average – All Urban Consumers (1982-84=100) index column, for the first month that the applicable Option Term will commence, and the denominator of which shall be the Index Number for the month immediately preceding the month and year in which the original Commencement Date of this Lease occurs. If there shall be no "CPI" at the time of the applicable Option Term, the most comparable substitute index shall be utilized by the parties hereto.

1.18 PERCENTAGE RENT

Within fifteen (15) days following each calendar quarter of the Lease Term, Tenant shall mail to Landlord a statement showing gross receipts made by Tenant in the Demised Premises during the preceding quarter. Percentage rent, if any, shall accompany such statement with the minimum Base Sales figure to be adjusted proportionately for each quarter, and also to be adjusted proportionately for partial years at the beginning and end of the Lease Term. Within forty five (45) days following the end of each calendar year, the Landlord and the Tenant shall, if necessary, adjust for any overage or underage in percentage rent for the preceding calendar year. Failure on the part of the Tenant to deliver the statement of gross receipts on any due date and the prompt payment of any rent determined to be due shall constitute a default under this Lease and all of the remedies provided under Article IX hereof shall apply.

1.19 GROSS RECEIPTS

The term "gross receipts" as used herein, is defined as the aggregate of all gross sales of Tenant and licensees, concessionaires, and sublessees of Tenant, from all business conducted upon or from the Demised Premises. Such sales shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services performed on or from the Demised Premises, together with the amount of all orders taken or received at the Demised Premises, whether such orders be filled therefrom or elsewhere, and shall include sales made from vending or same devices in the Demised Premises. Cash refunds to purchasers or allowances made on merchandise claimed to be defective or unsatisfactory shall be deducted from gross sales to the extent that the same were previously included in gross sales; and there shall be deducted from gross sales the sales price of merchandise returned by customers for exchange provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross sales shall not include any sales, use or gross receipts tax imposed by any federal, state, municipal or other governmental authority directly on sales and which must be paid by Tenant, whether or not collected from its customers. No franchise or capital stock tax and no income, occupation or similar tax or license fee based upon income, sales or profits shall be deducted from gross sales.

1.20 RIGHT TO AUDIT

The Landlord may cause an audit to be made of Tenant's records pertaining to the determination of gross receipts provided that same shall be initiated within ninety (90) days after receipt of the statements showing gross receipts referred to in Section 3.2 above. Said audit shall be at the expense of Landlord unless the same shall indicate a discrepancy in excess of 2% of the gross receipts reported, in which event the Tenant shall bear the expense of said audit. All records furnished Landlord shall be confidential except that Landlord may furnish copies to any lender of the Landlord.

1.21 SECURITY DEPOSITS

As a security for the prompt and punctual performance of all obligations required to be performed hereunder by Tenant, the Tenant shall deposit with the Landlord, on the date of execution of this Lease the amount of the security deposit referred to in Section 1.8. No interest shall accrue to Tenant on such security deposit. In the event of any default hereunder by Tenant, Landlord may utilize such deposit to offset either in whole or in part any obligations of the Tenant hereunder. In the event the Tenant does not default hereunder, the security deposit shall be returned to the Tenant at the expiration of the Lease Tenant, without any interest thereon; however, Tenant expressly acknowledges that Tenant will not hold any lender of the Landlord liable for the return of all or any part of the security deposit unless the security deposit is escrowed with such lender. The Tenant agrees that the security deposit is not to be considered as the last month's rent and that Tenant may not elect to apply such security deposit towards the payment of rent or any other amount due hereunder.

1.22 TAXES

Landlord agrees to pay each year the annual taxes due for the land and improvements constituting the shopping center with the Tenant to pay to Landlord its pro rata share of such taxes during the Lease Term as provided in Section 3.9. Such annual taxes shall encompass all taxes assessed with respect to the ownership, management, or operation of the shopping center and levied on real estate owners as such rather than persons generally and shall include, by way of illustration and not limitation, all real estate taxes, ad valorem taxes and assessments, general and special assessments, business and occupation taxes, taxes on real estate rental receipts, and taxes on Landlord's gross receipts. In the event any tax shall be assessed upon rent by any governmental authority, Tenant shall pay its pro rata share of said tax as additional rent. In the event Landlord shall elect to contest the amount of such taxes, all expenses incurred in such contest, including reasonable attorneys' fees, shall be considered as tax expenses under the terms of this Section, and Tenant shall pay its pro rata share of such tax expenses upon demand. In the event the method of taxation applicable to rental property shall be modified, a modification agreement with respect to this Section shall be executed by Landlord and Tenant to equitably apply to said revised tax system.

In addition to Tenant's proportionate share of the taxes outlined above, Tenant shall pay to the Landlord or the appropriate agency any and all sales, excise and other taxes (not including, however, Landlord's income taxes) levied, imposed or assessed by any state or local governmental authority or agency, or quasi governmental authority or agency, upon the rental and/or other amounts payable hereunder by Tenant. Tenant shall also be solely responsible for and pay within the time provided by law all taxes imposed on its inventory, furniture, trade fixtures, apparatus, leasehold improvements (installed by or on behalf of Tenant), equipment and any other of Tenant's personal or other property.

1.23 INSURANCE

Landlord does agree to pay each year the premiums charged for fire and extended coverage insurance on the improvements constructed and/or installed by the Landlord in the center and for rent insurance thereon, and the premiums charged for liability insurance on the common areas, with the Tenant to pay to Landlord its pro rata share of such insurance premiums as provided in Section 3.9.

1.24 COMMON AREA MAINTENANCE

Landlord agrees to provide each year common area maintenance for the center, such common area maintenance to include, without limitation, the operating, managing, equipping, lighting, repairing, replacing, and maintaining of the common areas, specifically including landscaping, gardening and irrigation, the maintenance, repairing, and replacement of the parking lot and sidewalks, window cleaning, seasonal decorations, line painting, cost of signage, directional markers, guardrails, water and sewer charges, fire protection, maintenance

of storm sewers and drains, any insurance loss for which a deductible is paid by Landlord, lighting, traffic control, if any, sanitary control, removal of snow, trash, rubbish and garbage, the cost of personnel to implement such services and to direct parking and to police the common areas, amortization of capital expenditures which relate to repair and maintenance of the common areas, and for equipment utilized by Landlord to perform such common area maintenance, and ten percent (10%) of all the foregoing costs to cover the administrative costs relative to the operation of the said common areas, Tenant shall pay Landlord its pro-rata share of such common area maintenance as provided in Section 3.9.

1.25 PAYMENT OF TAXES, INSURANCE, AND COMMON AREA MAINTENANCE CHARGES

Landlord shall estimate for each succeeding calendar year the Tenant's pro rata share of the expenses enumerated in Sections 3.6, 3.7, and 3.8 hereof, and in the event Landlord elects not to install metered water to service the Demised Premises or sub-metered water service, Tenant's share of the annual cost to provide water service to the Demised Premises pursuant to Section 4.2 (the "Tenants Estimated Share"). Tenant shall pay, one twelfth (1/12) of the Tenant's Estimated share in advance on the first day of each month, with Tenant's estimated share to begin pursuant to Section 1.6, with such amount to be prorated for any partial month at the beginning of the Base Term (based on a 30 day month). Within sixty (60) days after the expiration of such calendar year, the Landlord shall forward to the Tenant an itemized statement showing the Tenant's actual pro rata share of the expenses enumerated in Sections 3.6, 3.7, and 3.8 hereof (the "Tenant's Actual Share"). Should the Tenant's Actual Share differ from the Tenant's Estimated Share, then, within thirty (30) days after the date of Landlord's itemized statement, either Landlord shall refund to Tenant any amount paid by Tenant in excess of the Tenant's Actual Share, or Tenant shall remit to Landlord any amount by which the Tenant's Estimated Share was deficient. **The initial estimate for payment of taxes, insurance, and common area maintenance charges, is \$ _____ per square foot annually or \$ _____/month.**

1.26 LATE CHARGES

In the event of the failure of the Tenant to pay any minimum rent, percentage rent, Tenant's contributions for taxes, common area maintenance, and insurance (either Tenant's Estimated Share or Actual Share) or any other charges due hereunder within five (5) days of the date such amount is due, the Tenant shall be liable to the Landlord for a late charge equal to ten percent (10%) in order to reimburse Landlord for its additional administrative costs as a result of such breach. Imposition of such late charge shall not abrogate or limit any rights or remedies which the Landlord may otherwise have hereunder.

1.27 METHOD OF PAYMENTS

All minimum monthly rent, percentage rent, Tenant's contributions for taxes, common area maintenance, and insurance (either Tenant's Estimated Share or Actual Share) or any other charges due hereunder due during the Lease Term shall be paid by Tenant without previous demand therefor and without any diminution, abatement, set off or deduction whatsoever. Further, all such minimum monthly rent payments shall be paid in advance, in lawful money of the United States by check, money order or bank draft at the address for Landlord given in Section 1.11 or such other address as Landlord may hereafter designate. Landlord reserves the right not to accept cash payments for security reasons. Tenant Payments and Service Requests must be paid/made electronically via Tenant Online Portal.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Agreement Terms Continued

2.1 USE OF PREMISES

TENANT'S USE: The Demised Premises shall be used and occupied by Tenant solely for the use described in Section 1.9 and for no other use whatsoever without Landlord's prior written consent. The character of the Tenant and the use of the Demised Premises as restricted by this Lease are additional consideration and inducement for Landlord to enter into this Lease. Tenant shall comply with all rules, regulations and laws of any governmental authority, and the Landlord's insurance carrier with respect to use and occupancy of the Demised Premises, and shall not violate in any manner the Declaration of Easements and Covenants or any of the exclusive use rights or restrictive covenants granted by Landlord to any other tenants or owners in the shopping center, or in the outparcels, with such exclusives and restrictions to be available for Tenant's inspection.

2.2 UTILITIES

Tenant agrees to pay for Tenant's requirements of electric current, gas, sewer, heat, water and all other utilities and all taxes or charges on such utility services which are used on or attributable to its Demised Premises including any charges made by any utility company or municipality to furnish such service, commencing on the earlier of the following dates: (i) the date Tenant accepts possession of the Demised Premises, or (ii) the Commencement Date. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities

to the Demised Premises. In the event Landlord elects not to install a separate water meter to service the Demised Premises, Landlord shall install a common water meter to provide water service to other tenants in the shopping center and to the Demised Premises.

2.3 UTILITY DEREGULATION

Landlord has advised Tenant that presently Alabama Power Company ("Electric Service Provider") is the utility company selected by landlord to provide electricity service for the project. Notwithstanding the foregoing, if permitted by Law, Landlord shall have the right at any time and from time to time during the Lease Term to either contract for service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternate Service Provider") or continue to contract for service from the Electric Service Provider; provided, however, in Landlord's reasonable business judgment that such charges for electrical services are at rates competitive within the market area.

Tenant shall cooperate with Landlord, the Electric Service Provider, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Electric Service Provider, and any Alternate Service Provider reasonable access to the projects electric lines, feeders, risers, wiring, and any other machinery within the Premises.

Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of the electric energy furnished to the Premises, or if the quantity or character of the electric energy supplied by the Electric Service Provider or any Alternate Service Provider is no longer available or suitable for Tenant's requirements, and no such change, failure, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of rent, or relieve Tenant from any of its obligations under the Lease unless such change, failure, defect, unavailability or unsuitability shall result from Landlord's neglect or willful conduct.

2.4 SIGNS

Tenant shall not place or paint on the facade, or on any exterior door, wall or window of the Demised Premises any sign or advertising matters without first obtaining Landlord's written approval and consent. Tenant agrees to maintain such signs or advertising matter as approved by Landlord in good condition, repair, and in operating condition at all times. Tenant may erect and maintain only such signs that conform with the attached sign criteria, incorporated herein and marked Exhibit B, and shall comply with applicable ordinances or other governmental restrictions. The determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant. Tenant shall submit to Landlord detailed drawings of its sign for review and approval by Landlord, prior to ordering, purchasing or erecting its sign.

Tenant's signage along the front canopy must use exactly the existing awning material as other awnings. Tenant to provide art work to landlord for approval. Landlord's sign criteria must be followed, which includes white lettering of specific sizes and exact blue awning. Additionally, all costs for signage/awning and on the pylon sign will be at Tenant's expense and must be approved by Landlord prior to installation.

2.5 CONTINUOUS OCCUPANCY

Tenant shall open the Demised Premises for business on the date provided in Section 2.1 and operate all of the Demised Premises during the entire Lease Term with due diligence and efficiency and carry at all times in the Demised Premises a complete inventory of merchandise so as to produce the maximum gross receipts from the Demised Premises. Tenant agrees that it will keep its place of business in the center open continuously during the Lease Term throughout all normal business hours and days, and will not cease operations in said Demised Premises without the express written consent of the Landlord. In the event Tenant closes its business during normal business hours and days without Landlord's prior written consent, Tenant shall pay to Landlord upon demand two (2) times the minimum daily rent (defined as the minimum monthly rent divided by 30 for each day during such periods that Tenant's business in the Demised Premises is closed).

2.6 CONSTRUCTION, MAINTENANCE & REPAIRS, REGULATIONS

INITIAL CONSTRUCTION: Landlord covenants at Landlord's expense, to construct the Demised Premises for Tenant's use and occupancy in accordance with the description of Landlord and/or Tenant work attached hereto as Exhibit C ("Description of Landlord's Work and Tenant's Work:"). Within thirty (30) days after the date hereof, Tenant hereby agrees to have plans and specifications prepared, at Tenant's expense, for Tenant's interior finish of the Demised Premises. Tenant agrees to submit such plans and specifications, or any other work desired by Tenant, which is not included on Exhibit C ("Additional Tenant Finishes") shall be at Tenant's expense, whether such work is performed by Landlord or Tenant. After Landlord's review and approval of Tenant's plans and specifications, Landlord and Tenant shall mutually agree which tenant finish items each party is to perform. In the event Landlord performs any Additional Tenant Finishes, Tenant shall submit to Landlord the amount of such Additional Tenant Finishes prior to the date Landlord starts construction on such Additional Tenant Finishes. Landlord agrees to deliver possession of the Demised Premises to Tenant with construction completed pursuant to Landlord's and Tenant's agreement as promptly as possible, subject however, to minor punch list items and to delays occasioned by strike, casualty, fire, injunction, inability to secure materials, restraint of law, action of the elements, or any other cause beyond the control of Landlord. On the date Tenant takes possession of the Demised Premises to install fixtures, Tenant agrees that the Demised Premises is thereby accepted by Tenant and that the act of taking possession of the Demised Premises shall constitute Tenant's acknowledgement that the Demised Premises were delivered in good condition in accordance with the terms of this Lease. Notwithstanding anything herein to the contrary, Landlord's failure, after Tenant has accepted the Demised Premises, to correct deficiencies in work performed by Landlord shall in

no event allow Tenant the right to terminate this Lease, or give rise to any right of offset or deduction by Tenant from any amount due under this Lease, it being understood that Tenant has no such rights under this Lease.

2.7 TENANT'S DUTY TO REPAIR

The following shall apply except as provided for herein:

Tenant shall keep and maintain in good order, condition, and repair (including any such replacement and restoration as is required for that purpose) the Demised Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior portion of all doors, windows, plate glass, store front, all plumbing and sewage facilities within the Demised Premises including free flow up to the main sewer line, fixtures, heating, ventilating and air conditioning and electrical systems (whether or not located in the demised Premises, but exclusively serving the Demised Premises), sprinkler systems, if any, walls, floors and ceilings, meters applicable to Tenant's Demised Premises, and all installations made by Tenant under the terms of this Lease and any exhibits attached hereto. Landlord shall have the right to provide monthly servicing and maintenance of the heating, ventilating and air conditioning system and Tenant hereby agrees to reimburse Landlord for the cost of such monthly servicing upon receipt of an invoice from Landlord. Tenant shall also make any repairs required to be made in the demised Premises due to burglary of the Demised Premises or other illegal entry into the Demised Premises or any damage to the Demised Premises due to a strike involving the Tenant or its employees.

Tenant shall keep and maintain the Demised Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Demised Premises and all appurtenances thereto. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, Landlord may, but shall not be required to, make and complete said repairs and Tenant shall pay the cost thereof to Landlord as additional rent upon demand, together with interest on any sums expended by Landlord at the maximum interest rate allowable under Alabama law. Tenant shall allow no nuisance of any nature whatsoever to exist with respect to the Demised Premises.

2.8 RULES AND REGULATIONS

Tenant agrees to comply with all reasonable rules and regulations now or hereunder adopted by Landlord and expressly agrees to comply with the following:

1. All deliveries to and from the Demised Premises shall be done in the areas and through the entrances designated for such purposes by Landlord.
2. All garbage and refuse shall be kept inside the Demised Premises in an acceptable container, or shall be placed outside of the Demised Premises in acceptable containers prepared for collection in the manner and at the times and places specified by Landlord, with all such containers to comply with any and all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant pay the cost of removal of any of Tenant's refuse and garbage and maintain all common loading areas in a clean manner satisfactory to Landlord.
3. No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of Landlord.
4. 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. All grease traps, if any, shall be installed and maintained in accordance with Landlord's requirements
5. Tenant shall not burn any trash or garbage of any kind in the Demised Premises or within the shopping center;
6. Tenant shall not conduct, permit or advertise for any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the Demised Premises, or utilize any unethical method of business operation.
7. Tenant shall not install, operate or maintain in the Demised 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) beyond its capacity for proper and safe operation as determined by Landlord.
8. Tenant shall not use or occupy the Demised Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Demised Premises, the Shopping Center and/or neighborhood in which the Shopping Center is located.

2.9 SURRENDER OF PREMISES

At the termination of the Lease Term, the Tenant does agree to deliver the Demised Premises in a broom clean condition and in the same condition as received by it on the Commencement Date (subject to the removals hereinafter required), reasonable wear and tear excepted, and shall surrender all keys for the Demised Premises to Landlord at the place then fixed for the payment of rent. Provided Tenant is not in default, Tenant, during the last thirty (30) days of such term, shall remove from the Demised Premises all its trade fixtures, counters, shelving, and other unattached items, and, to the extent required by Landlord by written notice, any other installations, alterations or improvements, before surrendering the Demised Premises as aforesaid and shall repair any damage to the Demised Premises caused by such removal. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease term. Any items remaining in the Demised Premises on the termination date of this Lease shall be deemed abandoned for all purposes and shall become the property of Landlord and the latter may dispose of the same without liability of any type or nature. 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 freehold and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced).

2.10 LANDLORD'S DUTY TO REPAIR

Landlord shall keep and maintain the foundation, exterior walls and roof of the building in which the Demised Premises are located and the structural portions of the remised Premises which were installed by Landlord, exclusive of doors, door frames, door checks, windows, and window frames located in exterior building walls, in good repair except that Landlord shall not be called upon to make any such repairs occasioned by the act or neglect of Tenant, its agents, employees, invitees, licensees or contractors. Landlord shall not be called upon to make any other improvements or repairs of any kind upon the Demised Premises and appurtenances. Any of the foregoing repairs required to be made by reason of the negligence of Tenant, its agents, etc., as above described, shall be the responsibility of the Tenant notwithstanding the provisions above contained in this Section.

2.11 TENANT'S ALTERATIONS

Tenant shall not alter the Demised Premises (except for repairs as aforesaid), and shall not install any fixtures or equipment to be used in connection with Tenant's business which affect the Demised Premises in any manner without first obtaining the written approval of Landlord as to such improvements, and the manner in which said fixtures and equipment are to be installed and located in the Demised Premises.

2.12 MECHANIC'S LIENS

If Tenant makes any alterations or improvements in the Demised Premises, Tenant must pay for same when made. Notwithstanding anything to the contrary in this Lease, Tenant or any person dealing with or under Tenant, shall not charge the rents of the Demised Premises, or the property of which the Demised Premises form a part, or the interest of Landlord in the estate of the Demised Premises, or any person under and through whom Landlord has acquired its interest in the estate of the Demised Premises, with a mechanic's lien or encumbrance of any kind, and under no circumstances shall Tenant be construed to be the agent, employee or representative of Landlord in the making of any such alterations or improvements to the Demised Premises. If a mechanic's or materialsmen's lien is threatened or filed by any contractor or supplier, Tenant will promptly pay same or take steps to have the lien discharged of record, or bond said lien of the Premises pursuant to Alabama Law. If same is not removed within ten (10) days from the date of written notice from Landlord, Landlord shall have the right at Landlord's option of (i) paying the same or any portion thereof and the amounts so paid, including attorneys' fees and expenses incurred in connection therewith and interest at the maximum rate permitted by Alabama law on any sums paid or advanced, shall be deemed to be additional rent due from Tenant to Landlord immediately upon demand, and/or (ii) to pursue any other remedies for default by Tenant as provided herein. Tenant will indemnify and save Landlord harmless from and against all loss, claim, damage, cost or expense suffered by Landlord by reason of any repairs, installations or improvements, made by Tenant, including reasonable attorneys' fees of the Landlord.

2.13 ROOF

Tenant will not cause or permit accumulation of any debris or extraneous matter on the roof of the Demised Premises, will not in any manner cut or drive nails into or otherwise mutilate the roof of the Demised Premises and will be responsible for any damage caused to the roof by any acts of the Tenant, its agents, servants, employees or contractors of any type or nature.

2.14 INSURANCE

LIABILITY OF TENANT: Tenant shall protect, indemnify and save harmless Landlord, Landlord's agents, servants, and employees and Landlord's Lessor, if any from and against all and any liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property in, on or about the Demised Premises, or any other area of the shopping center which may be occupied exclusively or non exclusively by Tenant, arising out of or resulting in any way from any act or omission of Tenant, its agents, invitees, servants and employees, in the use of the Demised Premises, or such other area, during the Lease Term.

2.15 NOTICE OF CLAIM OR SUIT

Tenant agrees to promptly notify Landlord of any claim, action, proceeding or suit instituted or threatened against the Landlord. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option the attorneys' fees and costs incurred in connection with said litigation by Landlord.

2.16 LIABILITY INSURANCE

Tenant agrees to maintain at its expense at all times during the Lease Term, full general liability insurance specifically insuring the contractual obligations of Tenant hereunder and properly protecting and indemnifying Landlord and naming Landlord and Landlord's lender as additional insureds in an amount not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence for injuries or damages to persons, and not less than One Million Dollars (\$1,000,000) for damage to or destruction of property.

The minimum limits of comprehensive general liability policy of insurance shall be subject to increase at any time, and from time to time, if the Landlord shall deem the same necessary for adequate protection. Within thirty (30) days after demand therefore by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

2.17 PLATE GLASS INSURANCE

Tenant shall keep and maintain in force during the Lease Term plate glass insurance upon windows and doors in the Demised Premises, and shall deliver certificates of such insurance to Landlord.

2.18 DRAM SHOP INSURANCE

In the event that at any time during the Lease Term, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Demised Premises, (the foregoing provision shall not authorize the use of the Demised Premises for such purposes without the express consent of the Landlord being set forth otherwise in this Lease), Tenant shall, at its sole expense, obtain, maintain and keep in force, adequate Dram Shop insurance protecting both Tenant and Landlord in connection therewith with policy limits covering the full amount of potential liability provided for from time to time under the laws of the state where the Demised Premises are located.

2.19 INSURANCE CERTIFICATES

Tenant shall deliver to Landlord certificates of each insurance policy required under Sections 6.3, 6.4, and 6.5, with each such certificate to declare that the respective insurer may not cancel the same in whole or in part without giving Landlord and Landlord's lender written notice of its intention so to do at least thirty (30) days in advance. Such policies shall be written by insurers licensed to do business in the state where the Demised Premises are located, and shall be acceptable to Landlord. In the event Tenant shall fail to procure any or all of such insurance policies Landlord may procure the same and Tenant shall immediately reimburse Landlord for such premium. In the event Landlord is unable to procure any or all of such insurance policies, Tenant shall suspend the sales of any merchandise or cease any action which is preventing the procurement of, or relates to, the respective insurance policy until such coverage is in force.

2.20 PROPERTY OF TENANT

Tenant agrees that all property owned by it in, on or about the Demised Premises shall be at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, plumbing, electricity or electrical apparatus, the elements or other similar causes, and whether or not originating in the Demised Premises or elsewhere, irrespective of whether or not Landlord may be deemed to have been negligent with respect thereto, and provided such damage or loss is not the result of an intentional wrongful act of Landlord.

2.21 WAIVER OF SUBROGATION

Tenant agrees that, if any property owned by it and located in, on, or about the Demised Premises shall be damaged or destroyed by an insured peril, Landlord shall not have any liability to Tenant, nor to any insurer of Tenant, for or in respect of such damage or destruction, and Tenant shall require all policies of risk insurance carried by it on its property in, on and about the Demised Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its rights of subrogation against Landlord.

2.22 FIRE OR OTHER CASUALTY

PARTIAL DESTRUCTION: In the event of the partial destruction of the building or improvements located on the Demised Premises by fire or any other casualty, Landlord shall restore or repair said building and improvements, with reasonable diligence, to the condition they were in immediately prior to the date of the destruction. A just and proportionate part of the rent payable by Tenant to the extent that such damages or destruction renders the Demised Premises untenable shall abate from the date of such damage or destruction until the Demised Premises are repaired or restored.

2.23 SUBSTANTIAL DESTRUCTION

If the Demised Premises shall be so damaged by fire or other casualty as to be substantially destroyed, then Landlord shall have the option to terminate this Lease by giving Tenant written notice within thirty (30) days after such destruction, and any unearned rent shall be apportioned and returned to Tenant. If Landlord does not elect to cancel this Lease as aforesaid, then the same shall remain in full force and effect and Landlord shall proceed with all reasonable diligence to repair and replace the Demised Premises to the condition they were in prior to the date of such destruction and, for any period of time the Demised Premises may be rendered untenable, the rent shall be abated to the same extent.

2.24 RIGHTS OF LANDLORD'S LENDER

Notwithstanding anything contained herein to the contrary, the obligation of the Landlord with respect to repairing or rebuilding the Demised Premises under this Article VII is subject to the prior right of the Landlord's lender to receive insurance proceeds as a result of a fire or other casualty, with any obligation of the Landlord to be limited to the extent insurance proceeds are received by the Landlord for such repair or rebuilding.

2.25 RIGHT OF TERMINATION

Notwithstanding anything else to the contrary contained in this Article VII or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days written notice to Tenant given within one hundred and eighty (180) days after the occurrence of any one of the following: (i) The Demised Premises and/or the building in which the Demised Premises are located shall be damaged or destroyed as a result of an occurrence that is not covered by Landlord's insurance; or (ii) the Demised Premises and/or building in which the Demised Premises are located shall be damaged or destroyed and the cost to repair the same shall amount to more than twenty five percent (25%) of the cost of replacement thereof; or (iii) the Demised Premises shall be damaged or destroyed during the last one (1) year of the Lease Term; or (iv) any or all of the buildings or common areas of the shopping center are damaged (whether or not the Demised Premises are damaged) to such an extent that, in the sole judgement of the Landlord, the center cannot be operated as an economically viable unit.

2.26 TENANT TRADE FIXTURES

In the event of the partial or substantial destruction of the Demised Premises due to fire or other casualty, Landlord shall not be liable to Tenant for damages to Tenant's business or for damage or replacement or repair of Tenant's personal property (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease) or to any leasehold improvements installed in the Demised Premises, all of which damage, replacement or repairs shall be undertaken and completed by Tenant promptly.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Agreement Terms Continued

3.1 ASSIGNMENT AND SUBLETTING

TENANT ASSIGNMENT: Tenant shall not assign, transfer or encumber this Lease without the prior written consent of Landlord and shall not sublet or allow any other tenant to come in, with, or under, Tenant without like written consent. In no event shall Tenant assign or sublet the Demised Premises or any portion thereof for any use which will violate the Declaration of Easements and Covenants or exclusive or restrictive use rights granted to any other tenant in the shopping center or the outparcels. Any assignment or subletting, notwithstanding the consent of the Landlord, shall not in any manner release the Tenant herein from its continued liability for the performance of the provisions of this Lease and any amendments or modifications hereto. The acceptance of any rental payments by the Landlord from any alleged assignee shall not constitute approval of the assignment of this Lease by the Landlord.

3.2 BANKRUPTCY, ETC.

Neither this Lease, nor any interest therein, nor any estate created hereby, shall pass to any trustee or receiver in bankruptcy, nor to any other receiver or assignee for the benefit of creditors or otherwise by operation of law.

3.3 NOTICE OF CONTEMPLATED ASSIGNMENT

In the event Tenant shall desire to assign, transfer or sublet the Demised Premises to any other person or entity or in the event that Tenant is a corporation, limited or general partnership, or other entity, and shall elect to transfer control by a sale of the beneficial interest in such entity, then Tenant shall notify Landlord in writing of such intention and shall furnish Landlord in writing of such information as to the contemplated successor. Landlord shall have twenty (20) days after receipt of such notice and supporting data to adopt one of the three following alternatives: (i) to approve the proposed assignment, transfer or subletting (or stock sale or transfer where applicable), in which case Tenant shall continue to be liable along with the said assignee for the fulfillment of all of Tenant's obligations for the remainder of the Lease Term; (ii) to disapprove the same in which case this Lease shall continue in full force and effect with Tenant continuing to occupy the Demised Premises under the terms hereof; or (iii) to elect to cancel this lease by written notice to the Tenant specifying the date of such cancellation whereupon the tenant shall pay rental and other charges to the date of such cancellation, shall vacate the Demised Premises on the said date and shall thereafter have no further obligations to Landlord nor shall Landlord have any further obligations to Tenant.

3.4 DEFAULT AND REMEDIES

EVENTS OF DEFAULT: The occurrence of any of the events described in subparagraphs 9.1.1 through 9.1.5, shall constitute an Event of Default under this Lease.

1. Failure by Tenant to pay in full any rental or other sum payable hereunder within five (5) days of the date such payment is due.

2. Default by Tenant in the observance or performance of any of the terms, covenants, agreements or conditions contained in this Lease, other than as specified in subparagraph 9.1.1 for a period of fifteen (15) days after notice thereof to Tenant by Landlord.
3. Filing by Tenant of a voluntary petition in bankruptcy or a voluntary petition or answer seeking reorganization, arrangement, or readjustment of the debts of Tenant or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, State or Federal, now or hereafter existing, or any action by Tenant indicating consent to approval of, or acquiescence in, any such petition or proceeding; the application by Tenant for, or the appointment by Tenant's consent or acquiescence of, a receiver or trustee of Tenant, or for all or a substantial part of the property of Tenant; the making by Tenant of any general assignment for the benefit of creditors of Tenant; or the inability of Tenant, or the admission of Tenant of the inability thereof, to pay the debts of Tenant as such mature.
4. The filing of any involuntary petition against Tenant in bankruptcy or seeking reorganization, arrangement, or readjustment of the debts of Tenant or for any other relief under the Bankruptcy Act, as amended, or under any other insolvency act, law, rule or regulation, State or Federal, now or hereafter existing, or the involuntary appointment of a receiver or trustee of Tenant or for all or a substantial part of the property of Tenant; or the issuance of attachment, execution or other similar process against any substantial part of the property of Tenant and the continuation of any such process for a period of forty five (45) days undismissed, unbonded, or undischarged.
5. The insolvency of Tenant.

3.5 REMEDIES

Whenever any Event of Default shall have happened and be subsisting, Landlord may, to the extent permitted by law, take anyone or more of the remedial steps described in subparagraphs 9.2.1 through 9.2.5, subject, however, to the right, title and interest of any lender of the Landlord.

1. Landlord may, at its option, declare all installments of minimum rent, as adjusted at the time of default to credit the reasonable rental rate of the Demised Premises for the remainder of the Lease Term, to be immediately due and payable.
2. Landlord may re-enter and take possession of the Demised Premises and improvements without terminating this Lease, and sublease in their entirety the same for the account of Tenant, holding Tenant liable for the difference in the rent and other amounts actually paid by such sublessee in such subletting and the rents and other amounts payable by Tenant hereunder.
3. Landlord may, upon ten (10) days written notice to Tenant terminate this Lease, exclude with or without legal process, Tenant from possession, of the Demised Premises and improvements holding Tenant liable for all rent and other amounts payable by Tenant hereunder.
4. In the event of any such default or breach, Landlord shall have the right, at its option, from time to time, without terminating this Lease upon ten (10) days' written notice to Tenant, to re-enter and re-let the Premises, or any part thereof, with or without legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting and collection including necessary renovation and alterations of the Premises, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein however shall be construed to require Landlord to reenter and re let in any event. Landlord shall use reasonable business efforts to relet. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of the Premises in excess of the rent provided in this Lease.
5. Landlord may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of Tenant under this Lease, and in connection with such actions, to recover any or all damages to Landlord for Tenant's violation or breach of this Lease. Tenant hereby expressly waives the right to a trial by jury.

3.6 APPLICATION OF FUNDS

If any statute or rule of law shall validly limit the amount of any final damages described in Subsection 9.1 to less than the amount agreed upon, Landlord shall be entitled to the maximum amount allowable under such statute or rule of law. All rents, and all other income derived from operation of the improvements by Landlord's sublessee, to the extent such are not paid and applied by any sublessee or new tenant of the Demised Premises, shall be applied first, to the cost of administration and collection of rents by Landlord; and second, to the payment of rent and other amounts due and owing Landlord hereunder. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder, and that applied by Landlord to said rents in the manner hereby authorized.

No payments by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check, or any letter accompanying any check or payment as rent, 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 rent or to pursue any other remedy provided in this Lease.

3.7 NO REMEDY EXCLUSIVE

No remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission by Landlord to exercise any right or power accruing upon any default of

Tenant shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised by Landlord at any time, from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice, other than such notice as is herein expressly required by this Lease.

3.8 ATTORNEY'S FEES AND EXPENSES

In the event that Landlord shall be required to engage legal counsel for the enforcement of any of the terms of this Lease, whether such employment shall require institution of suit or other legal services required to secure compliance on the part of Tenant, Tenant shall be responsible for and shall promptly pay to Landlord the reasonable value of said attorneys, fees, and any other expenses incurred by Landlord as a result of such default.

3.9 COMMON AREAS

CONTROL OF COMMON AREAS: All common areas shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to the use of all such common areas and facilities. Landlord shall have the right to operate and maintain the same in such manner as Landlord, in its sole discretion, shall determine from time to time, including without limitation, the right to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of said common areas and facilities. Tenant shall not use the sidewalks adjacent to the Demised Premises or any other part of the common areas for business purposes without the previous written consent of Landlord; all merchandise and coin vending machines of any description shall be kept within the Demised Premises. Landlord shall have the exclusive right at any and all times to close any portion of the common areas for the purpose of making repairs, changes or additions thereto, and to change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas, and to enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines. In the event that the lighting controls for the common areas shall be located in the Demised Premises, then Landlord in such event shall have the right to enter the Demised Premises for the purpose of adjusting or otherwise dealing with the said controls as required. **The initial estimate for payment of taxes, insurance, and common area maintenance charges, is \$ _____ per square foot annually or \$??\$/month.**

3.10 EMPLOYEE PARKING AREA

Tenant and its employees shall park their motor vehicles in such areas as Landlord shall from time to time designate as employee parking areas. Tenant agrees that all loading and unloading operations shall be conducted so as not to obstruct or hinder the operation of the businesses of the other tenants in the shopping center, nor will Tenant unreasonably block or obstruct any street, sidewalk or right-of-way adjacent to or comprising part of the shopping center.

3.11 EMINENT DOMAIN

PARTIAL TAKING: If a portion of the Demised Premises shall be taken, as herein provided, for public improvements or otherwise, under the exercise of the right of eminent domain and the Demised Premises shall continue to be reasonably suitable for the use which is herein authorized, then the rental herein provided shall be reduced from the date of such taking in direct proportion to the reduction in usefulness of the Demised Premises.

3.12 SUBSTANTIAL TAKING

If the Demised Premises hereby leased or a part thereof sufficient to render the Demised Premises wholly unfit for the use herein authorized shall be condemned or acquired by grant or otherwise, for the widening of streets or for other public improvements, or shall otherwise be taken in the exercise of the right of eminent domain, Landlord or Tenant shall have the right, at their option, to terminate and cancel this Lease on thirty (30) days prior written notice to the other, and, under this Article XI, Tenant shall be liable only for rents and other charges accrued and earned to the date of surrender of possession of the Demised Premises to Landlord and for the performance of other obligations maturing prior to said date.

3.13 AWARD

Tenant shall not be entitled to participate in or receive any part of the damages or award which may be paid to or awarded Landlord by reason of a taking under this Article XI except where said award shall provide for moving or other reimbursable expenses for the Tenant under applicable statute.

3.14 GENERAL PROVISIONS

LANDLORD'S RIGHT OF ENTRY: Landlord reserves the right but not the obligation, except as otherwise herein specifically provided, at all reasonable times during the Lease Term for Landlord or Landlord's agents to enter the Demised Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or tenants, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant shall not be personally present to open and permit an entry into the Demised Premises, at any time, when for any reason an entry into the Demised Premises, at any time, when for any reason an entry therein

shall be necessary or permissible, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter same, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Lease. Tenant shall not change the locks to the Demised Premises unless Landlord is provided with a master key or other suitable means allowing Landlord immediate entry to the Demised Premises.

3.15 QUIET ENJOYMENT

Landlord agrees that, if the rent is being paid in the manner and at the time prescribed in this Lease and the covenants and obligations of the Tenant are being all and singularly kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Demised Premises during the Lease Term, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

3.16 WAIVER

Waiver by Landlord of any default, breach or failure of Tenant under this Lease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Tenant of any of the covenants or undertakings of Tenant, Landlord nevertheless may accept from Tenant any payment or payments hereunder without in any way waiving Landlord's right to exercise the right of re entry hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were actually accepted by Landlord.

3.17 SUBORDINATION

This Lease shall be, and hereby is, subordinate to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or re financing, now or hereafter in force against the real estate and/or buildings of which the Demised Premises are a part or against any buildings hereafter placed upon said real estate of which the Demised Premises are a part. Tenant agrees to promptly execute whatever instruments are reasonably necessary to further evidence such subordination.

3.18 RECORDING

Tenant, upon request of Landlord, shall join in the execution of a memorandum of this Lease for the purpose of recordation. Such memorandum shall describe the parties, the Demised Premises, and the Lease Term, and shall incorporate this Lease by reference and include such other provisions as Landlord deems appropriate to effectuate the purpose of such recordation.

3.19 AMENDMENT

All amendments to this Lease shall be in writing and executed by the parties or their respective successors in interest.

3.20 FINANCING

It is understood that Landlord must obtain financing satisfactory to Landlord in order to make the improvements required hereunder. In the event Landlord shall be unable to obtain said financing and so long as the Commencement Date has not occurred, Landlord shall have the right and option at any time prior to one year after the date hereof to cancel this Lease.

If any lending institution with which Landlord has negotiated or may negotiate interim or long term financing for the shopping center, or any part thereof, does not approve the credit rating of Tenant, or if such lending institution shall require a change or changes in this Lease, and if within fifteen (15) days after notice from Landlord (i) Tenant fails or refuses to supply or execute guaranties which are required by any such lending institution, or (ii) Tenant fails or refuses to execute with Landlord the amendment or amendments to this Lease accomplishing the change(s) that are required by any such lending institution, Landlord shall have the right to cancel this Lease at any time prior to the Commencement Date. Notwithstanding anything herein to the contrary, Tenant shall not be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modifications to the provisions of this Lease relating to the amount of minimum rent and/or percentage rent, the size and/or location of the Demised Premises, the Lease Term, or a reduction of the improvements to be made by the Landlord to the Demised Premises prior to tender of possession. In the event of cancellation by Landlord, in accordance with any of the provisions in this Section 12.7, this Lease shall be and become null and void and both parties shall automatically be released as of the date of the Landlord's cancellation notice from any and all liabilities or obligations under this Lease except Landlord shall return the security deposit, if any, made by Tenant.

3.21 DOCUMENTATION: RIGHT TO CURE

Tenant does covenant and agree to execute and deliver to Landlord within ten (10) days from date of request such supplemental documents as may be required by Landlord's lender in connection with this Lease, including estoppel certificates in the form as may be required by the said lender, which certificates may include information as to any modifications of this Lease, dates of commencement of term and the termination date of this Lease, and whether or not Landlord is in default hereunder. If Tenant fails or refuses to furnish such certificates within the time provided, it will be conclusively presumed that this Lease is in full force and effect in accordance with its terms and the Landlord is not in default.

Tenant agrees to give any lender of the Landlord and/or trust deed holder, by certified mail, a copy of any notice of default served upon the Landlord, provided that prior to such notice, Tenant has been notified in writing (by way of notice of assignment of rents and leases, or otherwise) of the addresses of such lender and/or trust deed holder. Tenant further agrees that if Landlord shall have failed to cure such default as required by the terms of this Lease, then the lender and/or trust deed holder shall have the same right to cure any such default within the time period afforded the Landlord after receipt of notice; or, if such default cannot be cured within that time, then such additional time as may be necessary if within such period of time the lender and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being diligently pursued..

3.22 HOLDING OVER

Any holding over after the expiration of the term with the consent of Landlord shall be construed to be a tenancy from month to month at the rents herein specified. Any holding over after the expiration of the term without the consent of Landlord shall be deemed to be a tenancy at will.

3.23 PARTIAL INVALIDITY

If any term or condition of this Lease or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Lease and the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

3.24 SUCCESSORS

The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representative, successors and assigns of each of the parties, except that no assignment or subletting by Tenant without the written consent of Landlord shall vest any right in the assignee or sublessee of Tenant.

3.25 GOVERNING LAW

This Lease shall be governed by, and construed in accordance with, the laws of the state of Alabama.

3.26 INABILITY TO PERFORM

If Landlord is delayed or prevented from any of its obligations under this Lease by reason of strike or labor troubles, Acts of God, or any cause whatsoever beyond Landlord's control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord.

3.27 LANDLORD'S LIEN

The Tenant hereby pledges, assigns and grants a security interest to the Landlord in all of the furniture, fixtures, and other personal property of the Tenant which are or may be put in, on and about the Demised Premises as security for the payment of the rent herein reserved. The lien hereby created may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. The tenant hereby waives all right of homestead or exemption in such furniture, fixtures and other personal property to which it may be entitled under the constitution and laws of the state where the Demised Premises is located. Tenant agrees to give Landlord notice of the name and address of any party holding or claiming a security interest in any of such Tenant's property, or leasing or mortgaging any of such property to Tenant, from time to time as such interests or claims arise throughout the Lease Term. 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.

3.28 LANDLORD'S EXCULPATORY CLAUSE

The term "Landlord" as used in this Lease means only the fee simple owner or ground lessee for the time being of the land upon which the Demised Premises have been, or are to be constructed, so that in the event of any sale or sales of such land, or assignment, transfer, or other conveyance of its rights under this Lease, the Landlord shall be and hereby is entirely freed from and relieved of all covenants and obligations of Landlord hereunder and it shall be deemed and construed, without further agreement between the parties or their successors in interest, or between the parties and the purchaser at any such sale, or the successor to the Landlord by reason of an assignment, transfer or other conveyance of its rights under this Lease, that such purchaser or successor has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

Tenant acknowledges and agrees that the liability of Landlord under this Lease shall be limited solely to Landlord's interest in the shopping center and any judgements rendered against Landlord shall be satisfied solely out of the proceeds of sale of its interest in the shopping center. No personal judgement shall lie against Landlord and any judgment so rendered shall not give rise to any right of execution or levy against the assets of the Landlord. The provisions hereof shall inure to Landlord's successors and assigns including any mortgagee.

Notwithstanding the provisions of this Section 12.15, Tenant expressly agrees that the lender of the Landlord shall not be held subject to any liability or obligation to Tenant under this Lease or otherwise, unless and until such lender obtains title to the Demised Premises as a result of foreclosure or otherwise; and, in such event, Landlord's lender shall be subject only to those liabilities or obligations arising subsequent to the date lender obtains title to the Demised Premises.

3.29 RULE AGAINST PERPETUITIES

If the Lease Term shall not have commenced within two (2) years from the date appearing on page one of this Lease, then this Lease shall thereupon become null and void and have no further force and effect whatsoever in law or in equity.

3.30 INDOOR AIR QUALITY

Tenant has fully investigated the plans for the proposed Premises or waived its right to do so and is fully familiar with the proposed Premises and every part thereof, including, without limitation, the indoor air quality (IAQ) generally, and the HVAC system (including any Americans with Disabilities Act (ADA) compliance), and Tenant agrees to accept the same in its as-completed state as defined on "Exhibit C".

Landlord has made no express representations or warranties and disclaims any implied representations or warranties relating to the condition of the Premises, or any part thereof, including, without limitation, the building systems, the IAQ within the premises and the environmental condition of the premises. Except Landlord does warrant that as of the date Tenant takes possession of the Premises the existing HVAC system owned by Landlord and electrical system will be in good working order.

Tenant shall comply with all current and future federal, state, and local environmental and IAQ laws, regulations, and industry standards, including, without limitation, any restrictions on smoking in the workplace to the extent applicable to Tenant or the Premises.

The Premises shall not be used for any dangerous, noxious, or offensive trade or business or for any purpose, trade, or business that will adversely affect the IAQ for the Premises or (including any common areas);

Tenant will at all times use and operate the Premises in such a manner as to minimize the risk of IAQ problems, 'sick-building syndrome,' and/or any diagnosable illness that can be identified and attributed directly to contaminants in the premises;

Tenant will take all steps necessary to prevent inadequate ventilation, emission of chemical contaminants from indoor and/or outdoor sources, and/or emission of biological contaminants. Tenant will assure adequate ventilation and operation of any HVAC systems and/or office equipment under its control;

Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds) in the Premises, and will take all steps necessary to prevent the release of such contaminants from adhesives, machinery, supplies, and cleaning agents). Tenant will not bring, generate, treat, store, or dispose of any chemicals, materials, or other potential pollution sources without Landlord's prior consent. Notwithstanding the foregoing, the levels of these chemicals, materials, or other potential pollution sources shall not exceed legal limits.

Tenant shall cooperate in all respects with rules and regulations promulgated by landlord regarding the management of the IAQ in the project and in the development and implementation of an IAQ management plan for the project that integrates monitoring, operations, maintenance, building staff training, and building renovation activities. Tenant's lease obligations regarding IAQ shall survive the early termination or expiration of this Lease.

All materials used in connection with any alteration or refurbishment of the Premises, before or during the Lease Term including, without limitation, paint, carpet, wall, or window coverings, carpet glues, and other chemicals, shall be subject to Landlord's prior written approval. Any such approval shall not be deemed a representation or warranty that the materials so approved are in compliance with laws (including IAQ laws) or that same do not affect the IAQ in the Premises.

Landlord shall have the right, but not the obligation, at all times during the Lease Term to inspect the Premises and conduct such tests and investigations (including, without limitation, a Phase I Indoor AIR Quality audit) to evaluate the IAQ in the Premises and/or the project. Landlord's entry may be made at any time either during or after Tenant's business hours. However, Landlord shall take all reasonable steps in Landlord's reasonable business judgment not to disrupt Tenant's business or to cause concern among Tenant's members.

Tenant will cooperate with Landlord and will, at any time, allow Landlord and Landlord's representatives access to any Tenant's records with respect to the Premises for environmental inspection purposes. Tenant will make available its personnel to respond to interview questions posed by landlord, Landlord's representatives, or an environmental consultant.

All costs and expenses relating to monitoring and maintaining suitable IAQ in the building and regularly inspecting, monitoring, maintaining, and repairing the building's existing HVAC system owned by Landlord; hiring outside consultants to investigate and identify the sources of any suspected IAQ problems that may be identified; remedying any such problems; modifying, renovating, or encapsulating any portion of the project, building systems, or building components reasonably required to continuously and efficiently maintain acceptable IAQ in the project, and complying with any and all local, state, and federal laws, rules, regulations or real estate industry standards relating to IAQ shall be included in the operating expenses/cam costs definition.

3.31 ENVIRONMENTAL HAZARDS

(1) "Hazardous substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as these laws have been amended or supplemented.

3.32 TENANT'S RESTRICTIONS

Tenant shall not cause or permit to occur: (i) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (ii) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically disclosed on Schedule A to this Lease.

3.33 ENVIRONMENTAL CLEAN-UP

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(ii) Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; provided that to the extent that either (i) any Hazardous Substances was not brought to the Premises by Tenant or (ii) the deposit, spill, discharge or other release of Hazardous Substances was not the direct result of any act or omission of Tenant, Tenant's agents, Tenant's contractors, subcontractors, or materialmen, Tenant shall not be responsible for the investigation or clean-up cost set forth herein.

(iii) Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans; provided that to the extent that either (a) any Hazardous Substances was not brought to the Premises by Tenant or (b) the deposit, spill, discharge or other release of Hazardous Substances was not the direct result of any act or omission of Tenant, Tenant's agents, Tenant's contractors, subcontractors, or materialmen, Tenant shall not be responsible for the investigation or clean-up cost set forth herein.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is required by Landlord, if Tenant fails to fulfill any duty imposed under this Paragraph (3) within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph (3).

(v) Tenant's obligations and liabilities under this Section 12.18 shall survive the expiration or early termination of this Lease.

3.34 TENANT'S INDEMNITY

Tenant shall indemnify, defend, and hold harmless Landlord, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws, provided that to the extent that either (i) any Hazardous Substance was not brought to the Premises by Tenant or (ii) the deposit, spill, discharge or other release of Hazardous Substances was not the direct result of any act or omission of Tenant, Tenant's agents, Tenant's contractors, subcontractors, or materialmen, Tenant shall not be responsible for the investigation or clean-up cost set forth herein. Tenant's obligations and liabilities under this Section 12.18.4 shall survive the expiration or early termination of this Lease.

3.35 TELECOMMUNICATIONS

Tenant shall specify in writing to Landlord, prior to any installation or usage in any manner of the Premises, all the equipment to be installed (including, without limitation, antenna(s), cabling, wiring). Any change in equipment by Tenant shall require the prior written consent of Landlord.

Tenant may, at its sole expense, make such installations on the Premises as are shown on an Exhibit to be, annexed hereto. However, before making any installations on the Roof Premises, in order to prevent damage to the roof of the voiding or other problems with the enforcement of the warranty of the roof, Tenant agrees to (i) provide Landlord and Landlord's roofing contractor and/or other designee with Tenant's plans and specifications for any such installation and (ii) obtain Landlord's prior written consent to such installation; and if Landlord requires, Tenant will, at its sole cost and expense, have such roofing contractor and/or designee perform any work that affects the roof or roof warranty or have such roofing contractor and/or designee present during such installation. Once such installation has been made, Tenant will not make any material alterations to same without obtaining the prior written consent of Landlord.

Landlord shall have the right to disapprove any installations or alterations that may void or adversely affect the roof warranty.

Tenant shall install all equipment, at the sole costs, expense, and risk of Tenant, and shall do so in a good, workmanlike manner and in compliance with all federal, state, and local building, zoning, electric, telecommunications, and safety codes, ordinances, standards, regulations, laws and requirements, including, without limitation, those of the Federal Communications Commission. Tenant, at its sole cost and expense, shall obtain any permits, licenses, variances, or other approvals required with respect to the installation or operation of the equipment to be installed by Tenant or to the alterations to be performed by Tenant. Tenant shall deliver true and complete copies thereof to landlord prior to commencing any installations or alterations.

Tenant, at its sole cost and expense, shall comply with all applicable laws relating to the project, to the extent that compliance with same arises out of Tenant's use of the Premises, including without limitation, its installation or operation of the equipment thereof.

Landlord shall have the right to enter the Premises at any time in the event of an emergency and at all reasonable times and upon reasonable notice for the purpose of. (i) inspecting same; (ii) making any repairs to the Premises and performing any work therein as may be necessary, in Landlord's judgment; or (iii) exhibiting the Premises for purpose of sale, lease, or financing.

Landlord may, at any time, relocate the Tenant's equipment including, without limitation, the antenna and any wiring, to an alternative site (the "Relocation Site") within and/or on top of the Building upon ten days' notice to Tenant. Upon relocation of Tenant, the Tenant's means of access and utility lines will be relocated by Landlord or, at Landlord's option, by Tenant as required to operate and maintain Tenant. And thereafter all references to the Premises in the Lease will be deemed to be references to the Relocation Site. Except as expressly provided in this Paragraph, in no event will the relocation of

Tenant's equipment, or any part thereof, under this Article affect, alter, modify, or otherwise change any of the terms and conditions of the foregoing Lease.

Anything to the contrary contained herein notwithstanding, if, during the Lease Term Landlord, in its reasonable business judgment, believes that Tenant's use of the Premises poses a human health or environmental hazard that cannot be remediated or has not been remediated within thirty (30) days after Tenant has been notified thereof, then (i) Tenant shall immediately cease all operations on the Premises; (ii) the Lease shall terminate on thirty (30) days' prior notice to Tenant; and (iii) Tenant shall remove all equipment in the Premises installed by Tenant within thirty (30) days thereafter.

3.36 GUARANTY

As an inducement to the Landlord for entering into this Lease, Guarantor hereby guarantees to the Landlord, its successors and assigns, jointly and severally, the prompt and punctual performance and observance of each and every covenant, condition and agreement of this Lease to be performed and observed by the Tenant, its successors and assigns, including without limitation any and all payments and charged due by Tenant due hereunder, and expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall not be terminated, affected or impaired by the Landlord pursuing any of rights or remedies for a default by Tenant reserved to the Landlord pursuant to the provisions of this Lease, or by waiver by the Landlord of, or the failure of the Landlord to, enforce and indulgence or extension of time to the Tenant, all of which may be given action or actions for payment, damages or performance against Grantor, or make demand upon Guarantor, whether or not an action is brought against Tenant and without exhausting all other remedies available to Landlord hereunder against Tenant or Guarantor. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any amendment, modification, renewal or extension by the Tenant of this Lease, to all of which the Guarantor hereby consents in advance. No assignment or transfer of this Lease unless otherwise agreed to by Landlord shall operate to extinguish or diminish the liability of the Guarantor under this Guaranty.

3.37 ADA COMPLIANCE:

Notwithstanding any term or provision to the contrary contained in this Lease, the obligations of Landlord and Tenant with respect to Title III of the Americans with Disabilities Act (the "Act"), as the same may be amended from time to time, shall be governed by this Section 3.37

Tenant shall be responsible for ensuring that the Leased Premises are in compliance with the Act at all times, and Tenant shall make, at Tenant's cost and expense, any and all alterations and additions to the Leased Premises (both structural and non-structural) that may be necessary from time to time to keep or bring the Leased Premises in compliance with the Act. Tenant shall indemnify and hold Landlord harmless from all claims, suits, actions, damages and liability (including costs and expenses of defending against the aforesaid) arising from Tenant's failure to discharge its responsibilities under this Paragraph 3.37.

From and after the Commencement Date of this Lease, Landlord shall be responsible for ensuring that the Common Area of the Shopping Center is in compliance with the Act at all times, and Landlord shall make, at Landlord's cost and expense, all alterations and additions to the Common Area, both structural and non-structural, that may be necessary from time to time to keep or bring the Common Area in compliance with the Act. Landlord shall indemnify and hold Tenant harmless from all claims, suits, actions, damages and liability (including costs and expenses of defending against the aforesaid) arising from Landlord's failure to discharge its responsibilities under this Paragraph 3.37.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Exhibits

4.1 SHOPPING CENTER SIGN REGULATIONS

Dean Plaza, Auburn, AL

1. Tenant's signs shall be store identity signs only, limited to store name. Tenant signs shall be positioned on the front face of the awning as noted below. No rooftop or other signs will be permitted on this building.
2. Each tenant shall submit its sign design to the Landlord for approval, prior to fabrication and installation. The following constitute the minimum data required:
 1. Layout of name for signage.
 2. Construction and installation details from the fabricator.
 3. Three copies of the drawings shall be submitted.
3.
 4. Tenant's signs shall be individual, awning sign by Sign, Inc with dark blue background and white letters.
 5. Tenant's signs shall be limited to letters not to exceed 18 inches in height on first line and 8 inches in height on second line. The use of predominately, decorative sculpture, coat of arms, shields or other such logos, will be permitted if approved, provided the size of such devices does not exceed 18 inches in height.
 6. Tenants shall be limited to one sign per store on the front side. No signs permitted on side of building. The maximum length of Tenant's lettering may be 70% of the frontage width, projected from the sidewalls of each space, but no letter shall be nearer than three feet to the corner of the Tenant's limit line.
 7. At those spaces where the canopy is non-standard because of a vertical or horizontal step in the building, the signage position shall be as directed by the Landlord, similar to that contained herein. No exposed neon lighting shall be used on signs, symbols, or decorative elements. No exposed neon lighting will be acceptable if visible when viewed from the ground.
 8. Tenant's lettering on doors, windows, or show windows may not be illuminated and may not exceed 2 inches in height. Lettering to be white. No decal, symbol, etc., may be affixed to Tenant's doors, windows, or show windows except with special written permission of the Landlord.
 9. Tenant shall not employ paper signs to be applied to the interior or exterior of the storefront glass or other materials.
 10. Tenant shall not employ any flashing motion, moving action or audible signs.
 11. The Landlord has furnished a junction box and power to the power panel for each lease space. The Tenant will bear all costs for sign materials, controls, equipment and installation beyond this point.
 12. The Landlord reserves the right to permit signage that does not meet the above specifications, and to change the sign requirements at any time. Existing signs which meet the then applicable sign requirements at the time of installation will not be affected by changes in requirements. If Landlord waives these provisions for one or more tenants, it does not change the existing sign requirements for other tenants.

4.2 DESCRIPTION OF LANDLORD WORK AND TENANT WORK

A. Description of Landlord's Work

N/A

B. Tenant's Work includes, but it not limited to, the following:

N/A

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Sign and Accept

5.1 ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed