

Baseline Plaza
3050 Highway 5 North
Thomasville, Alabama 36784

RENTAL APPLICATION

The undersigned hereby makes an application to rent unit/suite # _____ located at:

Anticipated move date of _____ at a monthly rent of \$ _____ and security deposit of \$ _____.

PLEASE TELL US ABOUT YOURSELF

Applicant Name _____ Home Phone () _____
Date of Birth _____ Social Security # _____
Email Address: _____ (optional) Other Phone () _____

Co-Applicant Name _____ Home Phone () _____
Co-Applicant Date of Birth _____ Social Security # _____
Date of Birth _____

PLEASE GIVE RENTAL HISTORY

Current Address _____ Apt# _____ City _____
State _____ Zip _____
Month/Year Moved In _____ Reasons for Leaving _____
Rent \$ _____
Owner/Agent _____ Phone () _____
Previous Address _____ Rent \$ _____
Owner/Agent _____ Phone () _____

PLEASE DESCRIBE YOUR CREDIT HISTORY

Have you declared bankruptcy in the past seven (7) years? YES NO

Have you ever been evicted from a rental unit or suite? YES NO

Have you had two or more late rental payments in the past year? YES NO

Have you ever willfully or intentionally refused to pay rent when due? YES NO

What is your Current income ? \$ _____

What is your source of income ? _____

What do you estimate to be the cost of setting up or remodeling the store ? \$ _____

How long will it take to complete the remodeling ? _____

What is the source of Funds for the remodeling ? _____

When would you want to take possession of the store ? _____

PLEASE PROVIDE YOUR EMPLOYMENT INFORMATION

Current Employment:

Your Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ Employed as _____

Employer/Supervisor Name _____ Phone () _____

Salary \$ _____ per _____.

Past Employment:

Your Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ Employed as _____

Employer/Supervisor Name _____ Phone () _____

Salary \$ _____ per _____.

Your Status: _____ Full Time _____ Part Time _____ Student _____ Unemployed

Employer _____

Dates employed _____ Employed as _____

Employer/Supervisor Name _____ Phone () _____

Salary \$ _____ per _____.

If you have any other source of income that you would like us to consider, Please list income, Source and person (banker, employer, etc) Who we may contact for confirmation. You do not have to reveal Alimony, child support, or spouse's annual income unless you want us to consider it in this application.

Amount \$ _____ Source/Contact _____

Name _____

PLEASE LIST YOUR REFERENCES

Banking Accounts:

Name _____ Type of Account _____ Account Number _____

Name _____ Type of Account _____ Account Number _____

List 1 Personal Reference:

Name _____ Address _____

Phone _____ Relationship _____

List 1 Business Reference:

Name _____ Address _____

Phone _____ Relationship _____

List 1 Banking Reference (ex. Someone who works at a bank that you might know):

Name _____ Address _____

Phone _____ Relationship _____

Driver's License:

Your Driver's License Number _____ State _____

Vehicle Information:

Make / Model _____ Year _____ License Plate State _____

ADDITIONAL INFORMATION:

Please give any additional information that might help owner/management evaluate this application?

Where may we reach you to discuss this application?

Day Phone # () _____ Night Phone # () _____

I hereby apply to lease the above described premises for the term and upon the set conditions above set forth and agree that the rental is to be payable the first day of each month in advance. As an inducement to the owner of the property and to the agent to accept this application. I warrant that all statements above set forth are true; however, should any statement made above be a misrepresentation or not a true statement of facts, all of the deposit will be retained to offset the agent's cost, time, and effort in processing my application.

I hereby deposit \$ _____ as earnest money to be refunded to me if this application is not accepted Upon acceptance, this deposit shall be retained as part of the security deposit. When so approved and accepted, I agree to execute a lease for _____ years. If the application is not approved or accepted by the owner or agent, the deposit will be refunded, the application hereby waiving any claim for damages by reason off non-acceptance which the owner or agent may reject. I recognize that as a part of your procedure for processing my application, and investigative consumer report may be prepared whereby information is obtained through personal interviews with others with whom I may be acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living.

The above information, to the best of my knowledge, is true and correct.

Please sign: X _____
Name of Applicant Date

**AUTHORIZATION
Release of Information**

I agree to permit an investigation of my credit, tenant history, banking and employment for the purposes of renting a commercial space with this owner/manager at the above plaza.

Name (please print)

X _____
Signature Date

MAIL AND FAX APPLICANTION TO:

Baseline Plaza, LLC
7180 NW 21st Street
Ocala, Florida 34482
(904) 212-0114 FAX

APPLICANT: PLEASE DO NOT WRITE BELOW (FOR OFFICE USE ONLY)

Deposit of \$ _____ Received by _____
Date _____

OFFICE NOTES:



DATE: ____ / ____ / ____

PERSONAL FINANCIAL STATEMENT

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner

Name	Business Phone
Residence Address	Residence Phone
City, State, & Zip Code	
Business Name of Applicant	

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on hand & in Banks	\$ _____	Accounts Payable	\$ _____
Savings Accounts	\$ _____	Notes Payable to Banks and Others	\$ _____
IRA or Other Retirement Account	\$ _____	(Describe in Section 2)	
Accounts & Notes Receivable	\$ _____	Installment Account (Auto)	\$ _____
Life Insurance-Cash Surrender Value Only	\$ _____	Mo. Payments \$ _____	
(Complete Section 8)		Installment Account (Other)	\$ _____
Stocks and Bonds	\$ _____	Mo. Payments \$ _____	
(Describe in Section 3)		Loan on Life Insurance	\$ _____
Real Estate	\$ _____	Mortgages on Real Estate	\$ _____
(Describe in Section 4)		(Describe in Section 4)	
Automobile-Present Value	\$ _____	Unpaid Taxes	\$ _____
Other Personal Property	\$ _____	(Describe in Section 6)	
(Describe in Section 5)		Other Liabilities	\$ _____
Other Assets	\$ _____	(Describe in Section 7)	
(Describe in Section 5)		Total Liabilities	\$ _____
Total	\$ _____	Net Worth	\$ _____
		Total	\$ _____

Section 1. Source of Income	Contingent Liabilities
Salary	As Endorser or Co-Maker
Net Investment Income	Legal Claims & Judgments
Real Estate Income	Provision for Federal Income Tax
Other Income (Describe below)*	Other Special Debt

Description of Other Income in Section 1.

*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly,etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation /Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

Section 6. Unpaid Taxes. (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

Section 7. Other Liabilities. (Describe in detail.)

Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)

I authorize River I, LLC to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of obtaining a rental unit at 5658 Riverdale Rd., College Park, GA 30349. I understand FALSE statements may result in denial of rental application

Signature: _____ Date: _____ Social Security Number: _____

Signature: _____ Date: _____ Social Security Number: _____

COMMERCIAL LEASE

LEASE, made on this the ____ day of _____, 2009 between **Baseline Plaza, LLC** having its principal place of business at 7180 NW 21st Street, Ocala, Florida 34482, hereinafter referred to as Lessor, and _____ 3050 Highway 5 North, Unit # _____, Thomasville, Alabama 36784, herein referres to as Lessee witnesseth:

For and in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION ONE
INITIAL TERM AND RENT**

The initial term of this lease shall be Three (3) years.

Tenant will pay Landlord rent in equal consecutive monthly installments on or before the 1st day of each month during the term of this lease. The rent will be paid in advance at the address specified by the Landlord, without prior demand and without any abatement deduction of setoff. If the commencement date occurs on a date other than the 1s day of a calendar month, or if the expiration date occurs on a day other than the last day of a calendar month, then the rent for the fractional month will be prorated on a daily basis.. Lessee further agrees to pay a late payment charge of 10 percent or \$200 Dollars (which ever is greater) per month of the amount of rent in default on the fifth day of each month. If rental is mailed, the postmark date will determine the date of payment. If any check for rent is returned to Lessor or his or her agent for insufficient funds or other reason, late charges will continue until rent is actually paid by Lessee.

Rent for the _____ Square feet space is as follows:

Year One -
Year Two -
Year Three -

**SECTION TWO
OPTION TO RENEW**

Lessee shall have the option of renewing this lease for an additional 3 year term. Should Lessee desire to exercise the option to renew, notice shall be provided to Lessor, in writing, no less than 120 days prior to the end of the initial lease term. The Base Rent for the additional 3 years of this lease shall be as follows and all other terms and conditions of this Lease shall apply during the additional term:

N/A

**SECTION THREE
PREMISES-SHOPPING CENTER LEASE**

The Premises are:
3050 Highway 5 North
Store: Unit # _____
North Chase Shopping Center, City of Thomasville, County of Clarke, State of Alabama.

The Premises are depicted to this Lease. The Premises do not include, and Landlord reserves the exterior walls and roof of the Premises, the land beneath the Premises, and the pipes, ducts, conduits, wires, fixtures, and equipment above the suspended ceiling, and structural elements that serve the Premises or the Shopping Center. Landlord's reservation includes the rights to install, inspect, maintain, use, repair, and replace those areas and items and to enter the Premises in order to do so.

SECTION FOUR COMMENCEMENT OF TERM

The Term will commence on the earlier of:

- (a) the date on which Tenant opens the Premises for business to the public, or
- (b) Seven (7) days after the delivery of the Premises to Tenant by Landlord. Delivery will be established by a written notice by Landlord to Tenant specifying the date upon which the Premises will be delivered to Tenant.

SECTION FIVE UTILITIES

Tenant will pay all initial utility deposits and fees, and all monthly service charges for water, electricity, sewage, gas, telephone, and any other utility services furnished to the Premises and the improvements on the Premises during the entire Term of this Lease. If any such services are not separately metered or billed to Tenant but rather are billed to and paid by Landlord, Tenant will pay to Landlord its pro rata share of the cost of such services, as determined by Landlord, together with its pro rata share of the cost of making such determination. Landlord will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

SECTION SIX COMMON AREA MAINTENANCE, PROPERTY TAXES AND LIABILITY INSURANCE

Tenant shall pay .___ per sq ft for Common Area Maintenance of their leased space. In the event the cost of Common Area Maintenance increases in the remaining years of the lease, or any renewal thereof, there shall be an increase of not more than 5% by the Lessee for Common Area Maintenance Charges. Said Common Area Maintenance charge will be divided into 12 equal installments and payable on the 1st day of each calendar month.

Common area maintenance shall include but is not limited to the following: Cleaning, window washing, landscaping, lighting, heating, air conditioning, maintaining, repairing and replacing (except to the extent proceeds of insurance or condemnation awards are available minus any deductibles or losses) the walls, roof, window and/or other structure and/or aesthetic components of the center, maintaining, repairing, replacing, cleaning, lighting, removing snow and ice from, painting, and landscaping all vehicle parking areas and other outdoor Common Areas, including any Shopping Center pylon and sign; providing security; seasonal holiday decorations; removing trash from the Common Areas; providing public liability, property damage and , and such other insurance as Landlord deems appropriate ; total compensation and benefits (including premiums for workman's compensation and other insurance) paid to or on the behalf of employees; personal property taxes; supplies; fire protection and fire hydrant charges; steam, water, and sewer charges; gas, electricity , and telephone utility charges; licenses and permit fees; supplying music to the common areas; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing such equipment; managerial fees and costs associated with managing the center.

Lessee shall pay their prorata share of property & liability insurance and for property taxes. In the event the cost of [property & liability insurance and/or property taxes increases in

the remaining years of the lease, or any renewal thereof, there shall be a prorata increase in the amounts paid by the Lessee for property & liability insurance and property taxes. Said property & liability insurance payment and said property tax payment will be divided into 12 equal installments and payable on the 1st day of each calendar month.

**SECTION SEVEN
INSURANCE--WAIVER OF SUBROGATION**

All insurance policies of property insurance carried by Landlord or Tenant in covering the Premises, its contents, and the property of either of them in the Premises will waive any right of the insurer to subrogation against the other to the extent permitted by law. Landlord and Tenant agree that their policies will include such a waiver or an endorsement to them so long as the waiver or endorsement is available without cost. If a cost is imposed, the one whose insurer imposes it will advise the other of the cost and its amount and the other may pay it but will not be obligated to do so. The failure of any insurance policy to include such a waiver or endorsement will not affect this Lease.

**SECTION EIGHT
COMPLIANCE WITH LAWS**

Lessee will not use or occupy, or permit any portion of the Premises to be used or occupied, (a) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement, now or after the date of this Lease affecting the Premises; or (b) for any disreputable business or purpose; or (c) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the Building in which the Premises are located or its contents. Lessee will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Building in which the Premises are located. The cost of such compliance (including without limitation capital expenditures) will be borne by Lessee.

Any increase in the cost of any insurance carried by Landlord attributable to Lessee's activities, property, or improvements in the Premises or Lessee's failure to perform and observe its obligations and covenants under this Lease will be payable by Lessee to Landlord, from time to time, on demand. A schedule or "make up" of rates for the Premises or Building of which the Premises are a part issued by the body making its fire insurance rates will be, as between Landlord and Lessee, conclusive evidence of the facts stated in it and of the items and charges in the fire insurance rates then applicable. The final judgment of any court, or the admission of Lessee, that Lessee has violated any law or requirement of governmental or insurance authorities affecting the Premises or Building of which the Premises are a part will be conclusive evidence of such violation as between Landlord and Lessee.

**SECTION NINE
ASSIGNMENT**

Lessee will not assign this Lease in whole or in part and will not sublease the Premises in whole or in part without Landlord's prior written consent. Landlord may withhold its consent arbitrarily and capriciously. Landlord and Lessee have fully bargained for this provision with the intention that Landlord has absolutely no obligation to consider a proposed assignment or sublease.

SECTION TEN

SIGNS

(a) Lessee will purchase and erect one sign on the front of the Premises before Lessee opens for business, in accordance with Landlord's sign criteria attached to this Lease as Exhibit "B." Lessee will maintain, repair, and replace the sign as required by Landlord during this Lease. At the end of this Lease, the sign will immediately become the property of Landlord.

(b) Lessee will keep the display windows and signs of the Premises well lighted during business hours and until 12:00 midnight each night or such earlier time as may be prescribed by any applicable policies or regulations adopted by any utility or governmental agency, and will maintain adequate night lights after that hour or period.

(c) Without the prior written consent of Landlord, Lessee will not place or permit to be placed (1) any sign, advertising material, or lettering upon the exterior of the Premises or (2) any sign, advertising material, or lettering upon the exterior or interior surface of any door or show window or at any point inside the Premises from which the same may be visible from outside the Premises. Upon request of Landlord, Lessee will immediately remove any sign, advertising material, or lettering that Lessee has placed or permitted to be placed in violation of the provisions of the preceding sentence, and if Lessee fails so to do, Landlord may enter the Premises and remove such sign, advertising material, or lettering at Lessee's expense. Lessee will comply with such regulations as may from time to time be promulgated by Landlord governing signs, advertising material, or lettering of all Lessees in the retail area; however, Lessee will not be required to change any sign or lettering that was in compliance with applicable regulations at the time it was installed or placed in, on, or about the Premises.

SECTION ELEVEN

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, stairways, and elevators (if any) of the Shopping Center will not be obstructed by Lessee or used by Lessee for any purpose other than ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, and stairways are not for the general public, and Landlord will in all cases retain the right to control and prevent access to them by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation, and interests of the Shopping Center and its Lessees; however, such access will be permitted to persons with whom any Lessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No Lessee and no employee or invitee of any Lessee will go upon the roof of the Shopping Center.

2. No sign, placard, picture, name, advertisement, or notice visible from the exterior of the Premises will be inscribed, painted, affixed, or otherwise displayed by Lessee on any part of the Shopping Center without the prior written consent of Landlord. Landlord will adopt and furnish to Lessee general guidelines relating to signs inside the Shopping Center and the sales floor. Lessee agrees to comply with those guidelines. All approved signs or lettering on doors will be printed, painted, affixed, or inscribed at the expense of the Lessee by a person approved in writing by Landlord. Material visible outside the Shopping Center will not be permitted.

3. The Premises will not be used for lodging or the storage of merchandise held for sale to the public, and unless ancillary to a restaurant or other food service use specifically authorized in the lease of a particular Lessee, no cooking will be done or permitted by Lessee on the Premises. The preparation of coffee, tea, hot chocolate, and similar items for Lessees and their employees and invitees will be permitted.

4. Landlord will furnish Lessee with two keys free of charge. Landlord may make reasonable charge for any additional keys. Lessee will not have any keys made. Lessee will not alter any lock or install a new or additional lock or any bolt on any door of the Premises without

the prior written consent of Landlord; Lessee will furnish Landlord with a key for each of those locks. Lessee, upon the termination of its tenancy, will deliver to Landlord all keys to doors in the Shopping Center that have been furnished to Lessee.

5. Lessee will not use or keep in the Premises or the Shopping Center any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord. Lessee will not use, keep, or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Shopping Center by reason of noise, odors, or vibrations, or interfere in any way with other Lessees or those having business in the Shopping Center.

6. In the case of invasion, mob, riot, public excitement, or other circumstances rendering such action advisable in Landlord's opinion, Landlord may prevent access to the Shopping Center by such action as Landlord may deem appropriate, including closing entrances to the Shopping Center.

7. The toilet rooms, toilets, urinals, wash bowls, and other apparatus will not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever will be thrown in them. The expense of any breakage, stoppage, or damage resulting from the violation of this rule will be borne by the Lessee who, or whose employees or invitees, caused the breakage, stoppage, or damage.

8. Except with prior written consent of Landlord, Lessee will not sell, or permit the sale in the Premises, or use or permit the use of any common area for the sale of newspapers, magazines, periodicals, or theater tickets. Lessee will not carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting, or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Shopping Center. The Premises will not be used for manufacturing of any kind, or any business or activity other than that specifically provided in the Lease.

9. Lessee will not use any advertising media that may be heard outside of the Premises, and Lessee will not place or permit the placement of any radio or television antenna, loudspeaker, sound amplifier, phonograph, searchlight, flashing light, or other device of any nature on the roof or outside of the boundaries of the Premises (except for Lessee's approved identification sign or signs) or at any place where they may be seen or heard outside of the Premises.

10. All loading and unloading of merchandise, supplies, materials, garbage, and refuse will be made only through such entryways and elevators (if any) and at such times as Landlord will designate. In its use of the loading areas, Lessee will not obstruct or permit the obstruction of the loading area and at no time will park or allow its officers, agents, or employees to park vehicles in the loading areas except for loading and unloading.

11. Landlord will have the right, exercisable without notice and without liability to any Lessee, to change the name and street address of the Shopping Center.

12. The freight elevator, if any, will be available for use by all Lessees in the Shopping Center, subject to reasonable scheduling that Landlord in its discretion may deem appropriate. The persons employed to move such equipment in or out of the Shopping Center must be acceptable to Landlord. Landlord will have the right to prescribe the weight, size, and position of all equipment, materials, furniture, or other property brought into the Shopping Center. Heavy objects will, if considered necessary by Landlord, stand on wood strips of such thickness as is necessary to distribute the weight properly. Landlord will not be responsible for loss of or damage to that property from any cause, and all damage done to the Shopping Center by moving or maintaining that property will be repaired at the expense of Lessee.

13. The directory of the Shopping Center (if any) will be provided for the display of the name and location of Lessees, and Landlord reserves the right to exclude any other names from the directory. Any additional name that Lessee desires to place upon the directory must first be

approved by Landlord, and, if so approved, a charge will be made for the additional name.

14. No curtains, draperies, blinds, shutters, shades, screens, or other coverings, hangings, or decorations will be attached to, hung, or placed in, or used in connection with any window of the Shopping Center without the prior written consent of Landlord.

15. Lessee will assure that the doors of the Premises are closed and locked and that all water faucets, water apparatus, and utilities are shut off before Lessee or Lessee's employees leave the Premises, so as to prevent waste or damage. For any default or carelessness in this regard, Lessee will pay for all injuries sustained by other Lessees or occupants of the Shopping Center or by Landlord.

16. Landlord may waive any one or more of these rules and regulations for the benefit of any particular Lessee or Lessees, but no waiver by Landlord will be construed as a waiver of those rules and regulations in favor of any other Lessee or Lessees, nor prevent Landlord from enforcing any those rules and regulations against any or all of the Lessees of the Shopping Center.

17. These rules and regulations are in addition to and will not be construed to modify, alter, or amend, in whole or in part, the Lease.

18. Landlord reserves the right to make such other and reasonable rules and regulations as its judgment may from time to time be needed for the safety, care, and cleanliness of the Shopping Center, and for the preservation of good order in it.

**SECTION TWELVE
COMMON AREAS
(GRANT OF RIGHTS IN COMMON AREAS)**

Landlord grants Lessee and Lessee's customers and invitees the nonexclusive right to use the Common Areas, in common with others to whom the Landlord has granted or will grant a similar right.

**SECTION THIRTEEN
COMMON AREAS (DEFINITION)**

The term "Common Areas" means the parking areas, roadways, pedestrian sidewalks, driveways, sidewalks, mall, whether open or closed, delivery areas, trash removal areas, landscaped areas, security areas, public washrooms, and all other areas or improvements that may be provided by Landlord for the common use of the Lessees in the Shopping Center.

**SECTION FOURTEEN
COMMON AREAS
(LANDLORD'S RESERVED RIGHTS IN THE COMMON AREA)**

Landlord reserves these rights with respect to the Common Areas:

(a) To establish reasonable rules and regulations for the use of the Common Areas (including without limitation the delivery of goods and the disposal of trash);

(b) To use or permit the use of such Common Areas by others to whom Landlord may grant or may have granted such rights in such manner as Landlord may from time to time designate, including but not limited to truck and trailer sales and special promotional events;

(c) To close all or any portion of the Common Areas to make repairs or changes, to prevent a dedication of the Common Areas or the accrual of any rights to any person or the public, or to discourage non-customer use or parking;

(d) To construct additional buildings in the Common Areas and to change the layout of such Common Areas, including the right to add to or subtract from their shape and size, whether by the addition or relocation of buildings, improvements or otherwise;

(e) To enter into operating agreements with respect to the Common Areas; and

(f) To do such other acts in and to the Common Areas as in Landlord's judgment may be desirable.

SECTION FIFTEEN

REPAIRS

(a) Lessee will at all times during the term of this lease keep and maintain, at its own cost and expense, in good order, condition, and repair the Premises (including without limitation all improvements, fixtures, and equipment on the Premises), and will make all repairs and replacements, interior and exterior, above or below ground, and ordinary or extraordinary. Landlord will keep in good order, condition, and repair the foundations, and exterior walls (excluding the interior of all walls and the exterior and interior of all doors, plate glass, display, and other windows excluding interior ceiling) of the Premises, except for (i) any damage caused by any act, negligence, or omission of Lessee or Lessee's employees, agents, contractors, or customers, (ii) reasonable wear and tear, and (iii) any structural alterations or improvements required by any governmental agency by reason of Lessee's use and occupancy of the Premises. As a condition precedent to all obligations of Landlord to repair the Shopping Center, Lessee will notify Landlord in writing of the need for such repair. If Landlord fails to commence the making of repairs within thirty (30) days after such notice, and the failure to repair has materially interfered with Lessee's use of the Premises, Lessee's sole right and remedy for such failure on the part of the Landlord will be to cause such repairs to be made and to charge Landlord the reasonable cost of such repairs. If the repair is necessary to end or avert an emergency and if Landlord after receiving notice from Lessee of such necessity fails to commence repair as soon as reasonably possible, Lessee may do so at Landlord's cost, without waiting thirty (30) days.

(b) Lessee's obligation to keep and maintain the premises in good order, condition, and repair include without limitation all plumbing and sewage facilities in the Premises, floors (including floor coverings), doors, locks, and closing devices, window casements and frames, glass and plate glass, grilles, all electrical facilities and equipment, HVAC systems and equipment, and all other appliances and equipment of every kind and nature, and all landscaping upon, within, or attached to the Premises. In addition, Lessee will at its sole cost and expense install or construct any improvements, equipment, or fixtures required by any governmental authority or agency as a consequence of Lessee's use and occupancy of the Premises. Lessee will replace any damaged plate glass within forty-eight (48) hours after the occurrence of such damage.

(c) Landlord will assign to Lessee, and Lessee will have the benefit of, any guarantee or warranty to which Landlord is entitled under any purchase, construction, or installation contract relating to a component of the Premises that Lessee is obligated to repair and maintain. Lessee will have the right to call upon the contractor to make such adjustments, replacements, or repairs that are required to be made by the contractor under such contract.

(d) Upon the expiration or termination of this Lease, Lessee will surrender the Premises to Landlord in good order, condition, and repair, ordinary wear and tear excepted. To the extent allowed by law, Lessee waives the right to make repairs at Landlord's expense under the provisions of any laws permitting repairs by a Lessee at the expense of a Landlord.

SECTION SIXTEEN

ALTERATIONS

Lessee will not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixture or equipment to the Premises, without first obtaining Landlord's written consent. Any alterations, additions, or improvements to the Premises consented to by Landlord will be made by Lessee at Lessee's sole cost and expense according to plans and specifications approved by Landlord, and any contractor or person selected by Lessee to make them must first be approved by Landlord. Landlord may require, at its option, that Lessee provide Landlord at Lessee's sole cost a lien and completion bond, or payment

and performance bond, in an amount equal to twice the estimated cost of any contemplated alterations, fixtures, and improvements, to insure Landlord against any liability for mechanics' or material men's liens and to ensure the completion of such work. All alterations, additions, fixtures, and improvements, whether temporary or permanent in character, made in or upon the Premises either by Lessee or Landlord (other than furnishings, trade fixtures, and equipment installed by Lessee), will be Landlord's property and, at the end of the Term of this Lease, will remain on the Premises without compensation to Lessee. If Landlord requests, Lessee will remove all such alterations, fixtures, and improvements from the Premises and return the Premises to the condition in which they were delivered to Lessee. Lessee will immediately and fully repair any damage to the Premises occasioned by the removal.

SECTION SEVENTEEN

END OF TERM

At the end of this Lease, Lessee will surrender the Premises in good order and condition, ordinary wear and tear excepted. If there is then no Event of Default, Lessee may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Lessee, whether or not the trade fixtures or equipment are fastened to the Premises. Lessee will not remove any trade fixtures or equipment without Landlord's prior written consent if the trade fixtures or equipment are used in the operation of the Building or if the removal of the fixtures or equipment will impair the structure of the Building. Whether or not there is then an Event of Default, Lessee will remove the alterations, additions, improvements, trade fixtures, equipment, and furniture as Landlord has requested in accordance with Section 16 [alterations provision]. Lessee will fully repair any damage occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, improvements and other personal property not removed will conclusively be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Lessee or to any other person and without obligation to account for them. Lessee will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or the Premises caused by removal of such property, and will hold Landlord harmless from loss, liability, or expense arising from the claims of third parties such as lenders whose loans are secured by such property. Lessee's obligation to observe and perform this covenant will survive the end of this Lease.

SECTION EIGHTEEN

DAMAGE AND DESTRUCTION

(a) If the Premises or the portion of the shopping center necessary for Lessee's occupancy is damaged or destroyed during the term of this Lease by any casualty insurable under standard fire and extended coverage insurance policies, Landlord will repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction.

(b) Landlord's obligation under this paragraph will not exceed the lesser of (1) with respect to the Premises, the scope of Building standard improvements installed by Landlord in the original construction of the Premises or (2) the extent of proceeds received by Landlord of any insurance policy maintained by Landlord.

©) The minimum rent will be abated proportionately during any period in which, by reason of any damage or destruction not occasioned by the negligence or willful misconduct of Lessee or Lessee's employees or invitees, there is a substantial interference with the operation of the business of Lessee. The abatement will be proportional to the area of the Premises that Lessee may be required to discontinue for the conduct of its business. The abatement will continue for the period commencing with the destruction or damage and ending with the completion by the

Landlord of the work, repair, or reconstruction that Landlord is obligated to do.

(d) If the Premises, or the portion of the shopping center necessary for Lessee's occupancy, is damaged or destroyed (1) to the extent of ___ % or more of the then-replacement value of either, (2) in the last three (3) years of the term of this Lease, (3) by a cause or casualty other than those covered by fire and extended coverage insurance, or (4) to the extent that it would take, in Landlord's opinion, in excess of ninety (90) days to complete the requisite repairs, then Landlord may either terminate this Lease or elect to repair or restore the damage or destruction. If this Lease is not terminated pursuant to the preceding sentence, this Lease will remain in full force and effect. Landlord and Lessee waive the provisions of any law that would dictate automatic termination or grant either of them an option to terminate in the event of damage or destruction. Landlord's election to terminate under this paragraph will be exercised by written notice to Lessee given within sixty (60) days after the damage or destruction. The notice will set forth the effective date of the termination of this Lease.

(e) Upon the completion of any of the work, repair, or restoration by Landlord, Lessee will repair and restore all other parts of the Premises, including without limitation non-building standard Leasehold improvements and all trade fixtures, equipment, furnishings, signs, and other improvements originally installed by Lessee. Lessee's work will be subject to the requirements of Section [alterations paragraph].

(f) During any period of reconstruction or repair of the Premises, Lessee will continue the operation of its business in the Premises to the extent reasonably practicable.

SECTION NINETEEN EMINENT DOMAIN

(a) The term "total taking" means the taking of the fee title or Landlord's master leasehold estate to so much of the Premises or a portion of the Shopping Center as is necessary for Lessee's occupancy, by right of eminent domain or other authority of law, or a voluntary transfer under the threat of the exercise of the right of eminent domain or other authority, that the Premises are not suitable for Lessee's intended use. The term "partial taking" means the taking of only a portion of the Premises or the Shopping Center that does not constitute a total taking.

(b) If a total taking occurs, this Lease will terminate as of the date of the taking. The phrase "date of the taking" means the date of taking actual physical possession by the condemning authority or an earlier date on which the condemning authority gives notice that it is deemed to have taken possession.

(c) If a partial taking of more than ___ % of the leaseable area of the Premises occurs during the Term of this Lease, either Landlord or Lessee may cancel this Lease by written notice given within thirty (30) days after the date of the taking, and this Lease will terminate as to the portion of the Premises taken on the date of the taking. If the Lease is not terminated, this Lease will continue in full force and effect as to the remainder of the Premises. The Minimum Rent payable by Lessee for the balance of the Term will be abated in the proportion that the leaseable area of the Premises taken bears to the leaseable area of the Premises immediately prior to the taking, and Landlord will make all necessary repairs or alterations to make the remaining premises a complete architectural unit. Lessee will have no right to cancel this lease if ___ % or less of the leaseable area of the Premises is taken.

(d) All compensation and damages awarded for the taking of the Premises, any portion of the Premises, or the whole or any portion of the Common Areas or Shopping Center will belong to Landlord. Lessee will not have any claim or be entitled to any award for diminution in value of its rights under this Lease or for the value of any unexpired term of this Lease; however, Lessee may make its own claim for any separate award that may be made by the condemner for Lessee's loss of business or for the taking of or injury to Lessee's improvements, or on account of any cost or loss Lessee may sustain in the removal of Lessee's trade fixtures, equipment, and furnishings,

or as a result of any alterations, modifications, or repairs that may be reasonably required by Lessee in order to place the remaining portion of the Premises not taken in a suitable condition for the continuance of Lessee's occupancy.

(e) If this Lease is terminated pursuant to the provisions of this Section, then all rentals and other charges payable by Lessee to Landlord under this Lease will be paid to the date of the taking, and any rentals and other charges paid in advance and allocable to the period after the date of the taking will be repaid to Lessee by Landlord. Landlord and Lessee will then be released from all further liability under this Lease.

SECTION TWENTY SUBORDINATION AND ATTORNMENT

(a) Subordination. This Lease and Lessee's rights under this Lease are subject and subordinate to any ground lease or underlying lease, first mortgage, first deed of trust, or other first lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them (each a "Superior Lien") that now or at any subsequent time affects the Premises or any interest of Landlord in the Premises or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that the recorded instrument evidencing the Superior Lien expressly provides that this Lease is superior to the Superior Lien). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Lessee will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, documents requested by Landlord, any ground landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this paragraph (a), to confirm or effect the subordination. If Lessee does not execute, acknowledge, and deliver any of those documents within twenty (20) days after written demand, Landlord, its successors and assigns will be entitled to execute, acknowledge, and deliver those documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee constitutes and irrevocably appoints Landlord, its successors and assigns, as Lessee's attorney-in-fact to execute, acknowledge, and deliver those documents on behalf of Lessee.

(b) Attornment. If the holder of any mortgage, indenture, deed of trust, or other similar instrument described in paragraph (a) succeeds to Landlord's interest in the Premises, Lessee will pay to it all Rents and Additional Rent subsequently payable under this Lease. Lessee will, upon request of any one succeeding to the interest of Landlord, automatically become the Lessee of, and attorn to, the successor without change in this Lease. The successor will not be bound by (i) any payment of Rent for more than one month in advance, or (ii) any amendment or modification of this Lease made without its written consent, or (iii) any claim against Landlord arising prior to the date that the successor succeeded to Landlord's interest, or (iv) any claim or offset of Rent against Landlord. Upon request by the successor and without cost to Landlord or the successor, Lessee will execute, acknowledge, and deliver documents confirming the attornment. The document of attornment will also provide that the successor will not disturb Lessee in its use of the Premises in accordance with this Lease. If Lessee fails or refuses to execute, acknowledge, and deliver those documents within twenty (20) days after written demand, the successor will be entitled to execute, acknowledge, and deliver those documents on behalf of Lessee as Lessee's attorney-in-fact. Lessee constitutes and irrevocably appoints the successor as Lessee's attorney-in-fact to execute, acknowledge, and deliver those documents on behalf of Lessee.

**SECTION TWENTY-ONE
LANDLORD'S ACCESS**

Landlord, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders, or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease, (d) supply cleaning service and any other service that this Lease requires Landlord to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs that this Lease requires Landlord to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Building; however, all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible. Landlord may install any and all materials, tools and equipment, structural elements, pipes, ducts, conduits, wires, and other mechanical equipment serving other portions, Lessees, or occupants of the Project in, through, under, or above the Premises without constituting an actual or constructive eviction of Lessee. No exercise by Landlord of any rights provided in this Section will entitle Lessee to any damage for any inconvenience, disturbance, loss of business, or other damage to Lessee occasioned nor to any abatement of Rent.

Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. Landlord will at all times have a key to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). Landlord will have the right to use any means that Landlord may deem proper to open doors in the Premises and to enter the Premises in an emergency. No entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises, or a detainer of the Premises, or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor will the entry entitle Lessee to damages or an abatement of Rent or other charges that this Lease requires Lessee to pay.

**SECTION TWENTY-TWO
ENVIRONMENTAL PROVISION
COMPLIANCE WITH ENVIRONMENTAL LAWS**

Lessee represents, warrants, and covenants to Landlord that:

(a) Lessee and the Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (g) all as amended and modified from time to time (collectively, "Environmental Laws"). Lessee will obtain and comply with all governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws. Lessee will conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all hazardous materials on, from or affecting the Premises in accordance with all applicable Environmental Laws and to the satisfaction of Landlord.

(b) Lessee will not permit to occur any release, generation, manufacture, storage, treatment, transportation, or disposal of "hazardous material," as that term is defined in subparagraph (g), on, in, under, or from the Premises. Lessee will promptly notify Landlord, in writing, if Lessee has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises; and if any hazardous material is found on the Premises, Lessee, at its own cost and

expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Lessee will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Premises or compliance with Environmental Laws. Lessee will promptly supply Landlord with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to Environmental Laws. Lessee will promptly cure and have dismissed with prejudice any such actions and proceeding to the satisfaction of Landlord. Lessee will keep the Premises free of any lien imposed pursuant to any Environmental Law. Lessee will promptly notify Landlord of any liens threatened or attached against the Premises pursuant to any Environmental Law. If such a lien is filed against the Premises, then, within the earlier of twenty (20) days or five (5) days less than the period to remove the liens set forth in any underlying mortgage or lease from the date that the lien is placed against the Premises, and before any governmental authority commences proceedings to sell the Premises pursuant to the lien, Lessee will either (1) pay the claim and remove the lien from the Premises; or (2) furnish either (I) a bond or cash deposit reasonably satisfactory to Landlord and Landlord's title insurance company in an amount not less than the claim from which the lien arises; or (ii) other security satisfactory to Landlord and to any superior mortgagee or lessee in an amount not less than that which is sufficient to discharge the claim from which the lien arises.

(d) Landlord and Landlord's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by Landlord, may (but without the obligation or duty so to do), at any time and from time to time, on not less than ten (10) business days' notice to Lessee (except in the event of an emergency in which case no notice will be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as Landlord and Lessee may agree. If Lessee is not in compliance, Landlord will have the right, in addition to Landlord's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as Landlord in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. Landlord will use reasonable efforts to minimize interference with Lessee's business but will not be liable for any interference caused by Landlord's entry and remediation efforts. Upon completion of any sampling or testing Landlord will (at Lessee's expense if Landlord's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by Landlord's sampling and testing.

(e) If Lessee fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any hazardous material from the Premises. The costs of hazardous material removal and any other cleanup (including transportation and storage costs) will be additional rent under this lease, whether or not a court has ordered the cleanup, and such costs will become due and payable on demand by Landlord. Lessee will give Landlord, its agents, and employees access to the Premises to remove or otherwise clean up any hazardous material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any hazardous material, and this Lease will not be construed as creating any such obligation.

(f) Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Landlord and at Lessee's sole cost), and hold Landlord and Landlord's affiliates, shareholders, directors,

officers, employees, and agents free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Landlord or any of them in connection with or arising from or out of:

(1) any hazardous material on, in, under, or affecting all or any portion of the Premises;
(2) any misrepresentation, inaccuracy, or breach of any warranty, covenant, or agreement contained or referred to in this paragraph;

(3) any violation or claim of violation by Lessee of any Environmental Law; or

(4) the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of hazardous material. This indemnification is the personal obligation of Lessee and will survive termination of this Lease. Lessee, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recovery action against Landlord under CERCLA, as that term is defined in subparagraph (g), or any state equivalent or any similar law now existing or enacted after this date. To the extent that Landlord is strictly liable under any such law, regulation, ordinance, or requirement, Lessee's obligation to Landlord under this indemnity will likewise be without regard to fault on the part of Lessee with respect to the violation or condition that results in liability to Landlord.

(g) The provisions of this Section will be in addition to any and all obligations and liabilities Lessee may have to Landlord at common law, and will survive this Lease.

(h) For purposes of this Lease, "hazardous material" means: (i) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, all as amended and amended after this date; (ii) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6901, et seq., as amended and amended after this date; (iii) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended or amended after this date; (iv) crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011, et seq., as amended and amended after this date; (vi) asbestos in any form or condition; and (vii) polychlorinated biphenyls (PCBs) or substances or compounds containing PCBs.

SECTION TWENTY-THREE

INDEMNIFICATION - MULTI-Lessee BUILDING

Lessee will indemnify Landlord, its officers, directors, members, shareholders, partners, lenders, agents, and employees against, and hold them harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Premises.

If any action or proceeding is brought against Landlord, its officers, directors, members, shareholders, partners, lenders, employees, or agents, by reason of any such claim, Lessee, upon notice from Landlord, will defend the claim at Lessee's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to the indemnification in

Section 23 [environmental provision], and will survive the expiration or termination of this Lease.

Landlord will indemnify Lessee, its officers, directors, members, shareholders, partners, lenders, agents, and employees against, and hold them harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including without limitation consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) arising in the Common Areas.

If any action or proceeding is brought against Lessee, its shareholders, partners, lenders, employees, or agents, by reason of any such claim, Landlord, upon notice from Lessee, will defend the claim at Landlord's expense with counsel reasonably satisfactory to Lessee. This indemnification is given in addition to the indemnification in Section 23 [environmental provision], and will survive the expiration or termination of this Lease.

SECTION TWENTY-FOUR SECURITY CASH DEPOSIT

Lessee has deposited \$ _____ with Landlord as security for Lessee's payment of Rent and performance of its other obligations under this Lease, and any renewals or extensions of this Lease. If Lessee defaults in its payment of Rent or performance of its other obligations under this Lease, Landlord may use all or part of the security deposit for the payment of Rent or any other amount in default, or for the payment of any other amount that Landlord may spend or become obligated to spend by reason Lessee's default, or for the payment to Landlord of any other loss or damage that Landlord may suffer by reason of Lessee's default. If Landlord so uses any portion of the security deposit, Lessee will restore the security deposit to its original amount within five (5) days after written demand from Landlord. Landlord will not be required to keep the security deposit separate from its own funds and Lessee will not be entitled to interest on the security deposit. The security deposit will not be a limitation on Landlord's damages or other rights under this Lease, or a payment of liquidated damages, or an advance payment of the Rent. Landlord will return the unused portion of the security deposit to Lessee within sixty (60) days after the end of the Term; however, if Landlord has evidence that the security deposit has been assigned to an assignee of the Lease, Landlord will return the security deposit to the assignee. Landlord may deliver the security deposit to a purchaser of the Premises and be discharged from further liability with respect to it.

SECTION TWENTY-FIVE COVENANT OF QUIET ENJOYMENT

So long as Lessee pays the Rent, and performs all of its obligations in this Lease, Lessee's possession of the Premises will not be disturbed by Landlord, its successors, and assigns.

SECTION TWENTY-SIX LIMITATION ON Lessee'S RECOURSE

Lessee's sole recourse against Landlord, and any successor to the interest of Landlord in the Premises, is to the interest of Landlord, and any successor, in the Premises and the Building of which the Premises are a part. Lessee will not have any right to satisfy any judgment that it may have against Landlord, or any successor, from any other assets of Landlord, or any successor, hi this Section the terms "Landlord" and "successor" include the shareholders, venturers, and partners of Landlord and any successor as well as the officers, directors, and employees of Landlord and any successor. The provisions of this Section are not intended to limit Lessee's right to seek injunctive relief or specific performance, or Lessee's right to claim the proceeds of insurance (if any) specifically maintained by Landlord for Lessee's benefit.

SECTION TWENTY-SEVEN
DEFAULT-EVENTS OF DEFAULT

The following occurrences are "Events of Default":

(a) Lessee defaults in the due and punctual payment of Rent, and the default continues for five (5) days after notice from Landlord; however, Lessee will not be entitled to more than one (1) notice for default in payment of Rent during any twelve-month period, and if, during the twelve (12) months after any such notice, any Rent is not paid when due, an Event of Default will have occurred without further notice;

(b) Lessee vacates or abandons the Premises;

(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subjected to any attachment by any creditor of Lessee or claimant against Lessee, and the attachment is not discharged within fifteen (15) days after its levy;

(d) Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

(e) Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee's property, and the proceedings are not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment;

(f) Lessee fails to take possession of the Premises on the commencement date of the term;
or

(g) Lessee breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after notice by Landlord to Lessee.

SECTION TWENTY-EIGHT
DEFAULT-LANDLORD'S REMEDIES

If any one or more Events of Default set forth in Section 27 [the default provision] occurs, then Landlord may, at its election:

(a) give Lessee written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee's right to possession of the Premises will cease and the Lease will be terminated (except as to Lessee's liability set forth in this paragraph (a), as if the expiration of the term fixed in the notice were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this paragraph (a), Lessee will remain liable to Landlord for damages in an amount equal to the Rent and other sums that would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been terminated, less the net proceeds, if any, of any re-letting of the Premises by Landlord subsequent to the termination, after deducting all of Landlord's expenses in connection with the re-letting, including without limitation, the expenses set forth in paragraph (b)(2). Landlord will be entitled to collect those damages from Lessee monthly on the days on which the Rent and other amounts would have been payable under this Lease if this Lease had not been terminated and Landlord will be entitled to receive those damages from Lessee on those days. Alternatively, at the option of Landlord, if this Lease is terminated, Landlord will be entitled to recover from Lessee (a) the worth at the time of award of the unpaid Rent that had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of the Rent loss that Lessee proves could reasonably have been avoided; (c) the worth at the time of award of the amount by which the unpaid Rent

for the balance of the term of this Lease after the time of award exceeds the amount of the Rent loss that Lessee proves could reasonably be avoided; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result from that failure. The "worth at the time of award" of the amount referred to in clauses (a) and (b) is computed by allowing interest at the highest rate permitted by law. The worth at the time of award of the amount referred to in clause (c) is computed by discounting the amount at the discount rate of the Federal Reserve Bank of Atlanta at the time of award. For the purpose of determining unpaid rental under clause, the monthly Rent reserved in this Lease will be deemed to be the sum of the Rent due under paragraph (the minimum rent paragraph) and the amounts last payable by Lessee pursuant to paragraph [the operating expense paragraph] for the calendar year in which the award is made; or

(b) (1) without demand or notice, re-enter and take possession of the Premises, or any part of the Premises; repossess the Premises as of Landlord's former estate; expel Lessee and those claiming through or under Lessee from the Premises; and remove the effects of both or either, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of Rent or preceding breach of covenants or conditions. If Landlord elects to re-enter, as provided in this paragraph (b), or if Landlord takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises, either alone or in conjunction with other portions of the Building of which the Premises are a part, in Landlord's or Lessee's name but for the account of Lessee, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free Rent, and the alteration and repair of the Premises) as Landlord, in its uncontrolled discretion, may determine. Landlord may collect and receive the Rents for the Premises. Landlord will not be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any Rent due upon re-letting. No re-entry or taking possession of the Premises by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Lessee. No notice from Landlord under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Landlord to terminate this Lease unless the notice specifically says so. Landlord reserves the right following any re-entry or re-letting, or both, to exercise its right to terminate this Lease by giving Lessee written notice, and, in that event, the Lease will terminate as specified in the notice.

(2) if Landlord elects to take possession of the Premises according to this paragraph (b) without terminating the Lease, Lessee will pay Landlord (I) the Rent and other sums that would be payable under this Lease if such repossession had not occurred, less (ii) the net proceeds, if any, of any re-letting of the Premises, after deducting all of Landlord's expenses incurred in connection with such re-letting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparation for re-letting. If, in connection with any re-letting, the new lease term extends beyond the existing term or the Premises covered by re-letting include areas that are not part of the Premises, a fair apportionment of the Rent received from such reletting and the expenses incurred in connection with such re-letting will be made in determining the net proceeds received from re-letting. In addition, in determining the net proceeds from re-letting, any Rent concessions will be apportioned over the term of the new lease. Lessee will pay such amounts to Landlord monthly on the days on which the Rent and all other amounts owing under this Lease would have been payable if possession had not been retaken, and Landlord will be entitled to receive the Rent and other amounts from Lessee on those days.

(c) Commence one or more suits or suits for the recovery of the Rent and other amounts and damages set forth in this paragraph may be brought by Landlord, from time to time, at Landlord's election, and nothing in this Lease will be deemed to require Landlord to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Landlord of any right or remedy will not preclude the simultaneous or later exercise by Landlord of any other rights or remedies. All rights and remedies are cumulative and nonexclusive.

SECTION TWENTY-NINE **DEFAULT-LANDLORD'S LIEN**

To secure the payment of all Rent and its performance of this Lease, Lessee grants to Landlord an express first and prior contractual lien and security interest on all property (including fixtures, equipment, chattels, and merchandise) that may be placed in the Premises, and also upon all proceeds of any insurance that may accrue to Lessee by reason of the destruction or damage of that property. Lessee will not remove that property from the Premises (except in the ordinary course of business) without the written consent of Landlord until all arrearages in Rent have been paid. Lessee waives the benefit of all exemption laws in favor of this lien and security interest. This lien and security interest is given in addition to Landlord's statutory lien and is cumulative with it. Upon the occurrence of an Event of Default, these liens may be foreclosed with or without court proceedings by public or private sale, so long as Landlord gives Lessee at least fifteen (15) days' notice of the time and place of the sale. Landlord will have the right to become the purchaser if it is the highest bidder at the sale. Contemporaneously with its execution of this Lease, and if requested by Landlord after such execution, Lessee will execute and deliver to Landlord Uniform Commercial Code financing statements in form and substance sufficient (upon proper filing) to perfect the security interest granted in this paragraph. If requested by Landlord, Lessee will also execute and deliver to Landlord Uniform Commercial Code continuation statements in form and substance sufficient to reflect any proper amendment of, modification in, or extension of the security interest granted in this Section.

SECTION THIRTY **ARBITRATION**

These procedures will govern any arbitration according to this Lease:

(a) Arbitration will be commenced by a written demand made by Landlord or Lessee upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the petitioner. Within ten (10) days after its receipt of the written demand, the respondent will give the petitioner written notice of the name and address of its arbitrator. The respondent may also respond with an answer; the respondent must raise issues that would be compulsory counterclaims under applicable rules of civil procedure. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give Landlord and Lessee written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will select a time, date, and place for a hearing and will give Landlord and Lessee thirty (30) days' prior written notice of it. The date for the hearing will not be more than sixty (60) days after the date of appointment of the third arbitrator. The first two arbitrators maybe partial. The third arbitrator must be neutral. All of the arbitrators must have

these qualifications: [qualifications of arbitrators].

(b) At the hearing, Landlord and Lessee will each be allowed to present testimony, tangible evidence, and cross-examine each other's witnesses. The arbitrators may make additional rules for the conduct of the hearing or the preparation for it. The arbitrators will render their written decision to Landlord and Lessee not more than thirty (30) days after the last day of the hearing.

(c) If the respondent fails to appoint its arbitrator within the time specified or if the two arbitrators appointed are unable to agree on an appointment of the third arbitrator within the time specified, either Landlord or Lessee may petition a Judge of the Circuit Court of Clarke County, Alabama to appoint a third arbitrator, upon five (5) days' prior written notice before filing its petition.

(d) The arbitration will be governed by the Arbitration Law of the State of Alabama and, when not in conflict with that law, by the general procedures in the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Thomasville, Alabama.

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(e) The arbitrators will not have power to add to, modify, detract from, or alter in any way the provisions of this Lease or any amendments or supplements to this Lease. The arbitrators may award any relief they deem proper, including without limitation, damages, injunction, specific performance, and attorneys' fees and costs. The written decision of at least two arbitrators will be conclusive and binding upon Landlord and Lessee. No arbitrator is authorized to make an award of punitive or exemplary damages.

(f) Unless the arbitrators decide otherwise, Landlord and Lessee will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

(g) The decision of the arbitrators will be final and non-appealable, and may be enforced according to the laws of the State of Alabama.

(h) This provision will be effective as to matters arising after the end of the Lease.

SECTION THIRTY-ONE HOLDING OVER

If Lessee remains in possession of Premises after expiration of the term hereof, Lessee shall be a lessee at will at a rental rate of three times that in effect at end of lease; and there shall be no renewal of this lease by operation of law.

SECTION THIRTY-TWO TIME OF THE ESSENCE

Time is of the essence of each and every provision of this Lease.

SECTION THIRTY-THREE FORCE MAJEURE

The performance by Landlord and Lessee of their obligations under this Lease will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed but no delays resulting from changes in economic or market conditions, or financial or internal problems of the party delayed, or problems that can be satisfied by the payment of money. As a condition to the right to claim a delay, the delayed party will

notify the other within seven (7) days after the delay occurs and describe on at least a weekly basis in reasonable detail the nature and status of its efforts to end the delay.

**SECTION THIRTY-FOUR
NO LIGHT AND AIR EASEMENT**

The reduction or elimination of Lessee's light, air, or view will not affect Lessee's liability under this Lease, nor will it create any liability of Landlord to Lessee.

**SECTION THIRTY-FIVE
NO PARTNERSHIP**

This Lease is not intended to create a partnership or joint venture between Landlord and Lessee, or to create a principal-and-agent relationship between them. The percentage rent is intended only as a method of computing rent.

**SECTION THIRTY-SIX
MODIFICATION AND
FINANCING CONDITIONS**

Landlord has obtained financing and intends to obtain further financing that is secured by mortgages or deeds of trust encumbering the Premises. Landlord may also elect to enter into a ground lease of the Premises. If any mortgage lender requires any modification of this Lease as a condition to such financing or pursuant to rights of approval set forth in the mortgage or deed of trust encumbering the Premises, or if any ground lessee requires any modification of this Lease as a condition to such ground lease or pursuant to rights of approval set forth in the ground lease, Lessee agrees to execute such modification, so long as such modification: (a) does not increase the Rent or Lessee's share of any costs in addition to Rent; (b) does not materially interfere with Lessee's use or occupancy; and (c) if requested by a mortgage lender with a lien on the Premises as of the date of this Lease, or a ground lessee in effect as of the date of this Lease, has been requested prior to thirty (30) days after the date of this Lease. If Lessee refuses to execute any such modification within ten (10) days after it is delivered to Lessee, Landlord will have the right by notice to Lessee to cancel this Lease. Upon such cancellation Landlord will refund any unearned rent or security deposit, and neither Landlord nor Lessee will have any liability under this Lease after the date of cancellation.

**SECTION THIRTY-SEVEN
ESTOPPEL CERTIFICATES**

Within no more than thirty (30) days after written request by Landlord, Lessee will execute, acknowledge, and deliver to Landlord a certificate stating: (a) that this Lease is unmodified and in full force and effect, or, if the Lease is modified, the way in which it is modified accompanied by a copy of the modification agreement; (b) the date to which Rent and other sums payable under this Lease have been paid; (c) that no notice has been received by Lessee of any default that has not been cured, or, if such a default has not been cured, what Lessee intends to do in order to effect the cure, and when it will do so; (d) that Lessee has accepted and occupied the Premises; (e) that Lessee has no claim or offset against Landlord, or, if it does, stating the circumstances that gave rise to the claim or offset; (f) that Lessee is not aware of any prior assignment of this Lease by Landlord, or, if it is, stating the date of the assignment and assignee (if known to Lessee); and (g) such other matters as may be reasonably requested by Landlord. Any certificate may be relied upon by

any prospective purchaser of the Premises and any prospective mortgagee or beneficiary under any deed of trust or mortgage encumbering the Premises. If Landlord submits a completed certificate to Lessee, and Lessee fails to object to its contents within fourteen (14) days after its receipt of the completed certificate, the matters stated in the certificate will conclusively be deemed to be correct. Furthermore, Lessee irrevocably appoints Landlord as Lessee's attorney-in-fact to execute and deliver on Lessee's behalf any completed certificate to which Lessee does not object within fourteen (14) days after its receipt.

**SECTION THIRTY-EIGHT
NO WAIVER**

No waiver of any condition or agreement in this Lease by either Landlord or Lessee will imply or constitute its further waiver of that or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender will be valid unless in writing signed by Landlord. The delivery of Lessee's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Lessee, nor receipt from Landlord, of a lesser amount than the rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated rent. No endorsement or statement on any check, or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Lessee, Landlord may collect rent from the assignee, subLessee, or occupant and apply the net amount collected to the rent reserved in this lease. That collection will not be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of the assignee, subLessee, or occupant as Lessee, or a release of Lessee from the complete performance by Lessee of its covenants in this Lease.

**SECTION THIRTY-NINE
ACKNOWLEDGEMENT OF EXCLUSIVE RIGHTS**

Lessee hereby acknowledges and agrees to abide by the exclusive rights of Hibbett's Sporting Goods in the sale of sporting goods, athletic shoes, athletic apparel and sports fan-licensed products as shown by Exhibit "C" attached hereto.

**SECTION FORTY
JOINT AND SEVERAL LIABILITY**

If Lessee is composed of more than one signatory to this Lease, each signatory will be jointly and severally liable with each other signatory for payment and performance according to this Lease.

**SECTION FORTY-ONE
AUTHORITY**

If Lessee signs this lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Landlord that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the state in which the Premises are located, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so.

Upon Landlord's request, Lessee will provide evidence satisfactory to Landlord confirming these representations.

SECTION FORTY-TWO

CAPTIONS, EXHIBITS, GENDER, AND NUMBER

The captions and table of contents are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. The exhibits to this Lease are incorporated into the Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

SECTION FORTY-THREE

ENTIRE AGREEMENT

This Lease contains the entire agreement between Landlord and Lessee with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those that are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Lessee to one another with respect to this Lease.

SECTION FORTY-FOUR

ENTIRE AGREEMENT

(BROAD PROVISION REGARDING THE PREMISES)

Lessee has inspected the Premises and is familiar with their physical condition. Landlord has not made and does not make any representations about the Premises, including without limitation, any representations as to their physical condition, size, suitability for Lessee's use, habitability, or Lesseeability. Lessee acknowledges that no such representations have been made and that Lessee agrees to take the Premises in their condition on the Commencement Date. All understandings and agreements between Landlord and Lessee are merged into this Lease which fully expresses their agreement with neither Landlord nor Lessee relying upon any representation not embodied in this Lease.

SECTION FORTY-FIVE

AMENDMENT

This Lease can be amended only by a written document signed by Landlord and Lessee.

SECTION FORTY-SIX

SEVERABILITY

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Lease that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

SECTION FORTY-SEVEN

NOTICES

Every notice, request, demand, consent, approval, or other communication required or permitted under this Lease must be written and must identify by name and number the section of the Lease to which it relates. Every notice will be given only (a) by personal delivery; or (b) by personal service pursuant to the Federal Rules of Civil Procedure, in which event it will be deemed received upon service; or (c) by

deposit in any depository regularly maintained by the United States Postal Service, postage pre-paid, certified mail, return receipt requested, addressed in accordance with this Section, in which event it will be deemed received on the 5th day after deposit; or (d) by nationally recognized courier service that regularly provides written evidence of the date of delivery, in which event it will be deemed received on the day of delivery; or (e) by telecopy, in which event it will be deemed received upon the sender's receipt of evidence of complete and successful transmission of the entire notice during normal business hours.

Landlord: Baseline Plaza, LLC
Postal Notice - Baseline Plaza, LLC
7180 NW 21st Street
Ocala, Florida 34482

Overnight Delivery - Baseline plaza, LLC
7180 NW 21st Street
Ocala, Florida 34482

Fax No. (352) 873-3144
Telephone No. (352) 873-8523

Lessee: _____

Postal Notice: _____

Overnight Notice: _____

Fax No. () ____ - ____
Telephone. () ____ - ____

Notices may be given by an agent on behalf of Landlord or Lessee. Either Landlord or Lessee may change its or add (up to two additional) addresses, addressees, or fax numbers for purposes of this Section by giving ten (10) days' prior notice according to this Section. If a notice is given by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section. If a notice is given to more than one recipient, it will be deemed received only upon the date of receipt by Landlord or Lessee, as the case may be, and not any other recipient. Any notice from Landlord to Lessee will also be deemed to have been given if delivered to the Premises, addressed to Lessee, whether or not Lessee has vacated or abandoned the Premises.

**SECTION FORTY-EIGHT
GOVERNING LAW AND VENUE**

This Lease will be governed by the law of Alabama and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the Circuit Court of Clarke County, State of Alabama.

