

TENANT'S LEASE

LEASE dated this _____ day of _____, 2017 by and between **IN DESIGN REALTY**, a Georgia Corporation having an office at **240 Eagles Landing Way, McDonough, GA 30253** as landlord (Landlord), _____, a Georgia Corporation, having an office at _____ as tenant (Tenant).

WITNESSETH:

1. Warranties of Landlord

Landlord hereby warrants and represents to Tenant that:

- (a) Landlord is the owner in fee simple of the land and improvements described on Exhibit A attached hereto. (Said land, and all improvements that may from time to time be thereon, are hereinafter collectively called the Shopping Center, and are delineated on the plot plan attached hereto as Exhibit B).
- (b) The demised premises, as hereinafter defined, which were formally occupied as Real Estate Company, are vacant and free and clear of all tenancies and occupancies, and neither *such Real Estate Company*, nor any entity affiliated or related thereto or to *Southern Realtors* has any right of occupancy or otherwise therein.
- (c) No lease or agreement with any other tenant of the Shopping Center limits or restricts the uses to which Tenant may put the demised premises.
- (d) Landlord, and no other party, has the right to lease the demised premises.

2. Demise

(a) In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant and Landlord to be paid, performed and observed, Landlord does hereby demise and lease to Tenant, and Tenant hereby takes and hires from Landlord, the single-story building, including the sidewalk directly in front and alongside thereof, as indicated on the plan attached hereto as Exhibit C (the demised premises), together with the non-exclusive right to use, in common with others, the automobile parking areas and all Common Facilities, as such term is defined in Article 6 hereof, TO HAVE AND TO HOLD for the Term as defined in Article 3 hereof, yielding and paying the rents and additional rents hereinafter set forth.

3. Term and Renewal and Cancellation Options

- (a) The original term of this lease shall be a period commencing upon the term commencement date (as herein defined), and terminating on the **30th Day of November 2020**, unless sooner terminated as in this lease provided.
- (b) Tenant shall have the right, at its election, to extend the original term of this lease for 2 extension periods of 3 years each, each commencing upon the expiration of the original term or the original term as previously extended (as

the case may be), provided that (i) Tenant shall give Landlord notice of the exercise of each election at least 3 months prior to the expiration of the preceding term, and (ii) in no event shall the Term extend beyond the **30th day of November, 2026**. Prior to the exercise by Tenant of any of said elections to extend the original term, the expression "the Term" or any equivalent expression shall mean the original term; after the exercise by Tenant of any of the aforesaid elections, the expression "the Term" or any equivalent expression shall mean the original term as it may have been extended. Except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the additional period or periods to which the original term shall be extended as aforesaid.

(c) The term commencement date shall occur on _____, 20__ . And shall end on the 36th month ending on _____.

(d) Tenant shall have the right, upon the execution of this to enter the demised premises and make such improvements thereto as it shall have the right to make and install therein fixtures, supplies, merchandise, and other property upon all of the terms and provisions of this lease.

4. Rent

(a) During the Term of this lease Tenant agrees to pay to Landlord a minimum annual rent (the Minimum Rent) at the rates set forth below, in monthly installments of one-twelfth thereof payable in advance upon the first day of each calendar month included within the Term without set-off, deduction, or diminution except as expressly provided in this lease. Rent for any fraction of a month at the commencement and/or termination of the term of this lease shall be prorated. All rent and other payments to be made by Tenant to Landlord shall be made payable to IN DESIGN REALTY, herein called Landlord, and sent to Landlord at the place to which notices to Landlord are required to be sent unless Landlord shall direct otherwise by notice to Tenant.

(b) All costs, charges, expenses, and adjustments of rent which Tenant assumes, agrees or is obligated to pay to Landlord pursuant to this lease shall be deemed additional rent, and in the event of non-payment thereof, Landlord shall have all the rights and remedies with respect thereto as are provided for herein in case of nonpayment of rent. Tenant shall pay all Minimum Rent and additional rent in lawful money of the United States which shall be legal tender in payment of all debts, public and private.

(c) Minimum Rent shall be payable at the following annual rates (the term "lease year" shall mean the period from the commencement date to the _____, and each calendar year thereafter):

During the first 2 lease years, Minimum Rent shall be at the rate of \$ _____ per annum; or \$ _____ per Month.

During the 2 through 3 lease years, Minimum Rent shall be at the rate of \$ _____ per annum, which constitutes a market standard increase of 4%, or \$ _____ per Month

5. Common Facilities

(a) All portions of the Shopping Center neither leased nor intended to be leased at the time to Tenant or other tenants are herein referred to as Common Facilities, shall be subject to the exclusive control and management (subject to any express provisions of this lease) of Landlord, and shall include, without limitation: all parking areas, access roads, employee parking areas, the truck way or ways, driveways, delivery passages, package pickup stations, pedestrian sidewalks, ramps, landscaped and planted areas, retaining walls, stairways, bus stops, first aid station, lighting facilities, comfort stations, and other areas and improvements.

(b) Landlord shall have the right: to establish, modify and enforce reasonable, uniform and non-discriminatory rules and regulations with respect to the Common Facilities, subject to Tenant's prior written approval which shall not be unreasonably withheld, which Tenant will follow as long as all other tenants are similarly obligated to follow them; to change the areas, locations, and arrangements of parking areas and other common facilities; to regulate traffic flow and delivery truck flow; to restrict parking by tenants, their officers, agents, and employees to employee parking areas; to close all or any portion of said parking areas or other common facilities to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; to close temporarily portions of the said areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, and customers. Notwithstanding any contrary provision provided in this paragraph (b), Landlord agrees that Landlord shall not, without Tenant's prior written consent: (i) Change the layout or availability of the Common Facilities or parking space areas without Tenant's written consent, (ii) construct any new structures on the Common Facilities or parking areas or construct additions to existing structures, without Tenant's written consent, (iii) modify any easement or agreement pertaining to the use of, or ingress to or egress from, the parking areas, (iv) impose any parking charges, (v) close the parking areas for more than 1 day per year to prevent dedication, (vi) temporarily or permanently close the parking areas or Common Facilities, in whole or part, during Tenant's store hours, except during the conduct of maintenance and repairs which shall be diligently performed to minimize the closing period, (vi) reduce the number of parking spaces existing on the date hereof, and (vii) enter into written agreements to permit parking by persons other than tenants, customers, and invitees of the Shopping Center. In addition, Landlord agrees to maintain security for the Shopping Center comparable to the standards of security utilized and maintained by Tenant at its shopping center on the 1st day of April 2014, and further agrees to keep the Common Facilities, parking areas and egress, open and adequately lighted for at least one hour after Tenant closes the demised premises for business.

7. Expense of Common Facilities and Insurance

(a) Landlord shall operate and maintain the Common Facilities in a manner and quality similar to that employed generally in a majority of the other shopping centers in the *Metropolitan Atlanta Area*. The "Landlord's Operating Costs" shall mean all costs and expenses incurred by Landlord in connection with operating, repairing and maintaining the Common Facilities, as well as the premiums for Insurance as defined in this Article, and shall include, without limitation all costs and expenses of: operating, repairing, lighting (including electricity), cleaning, painting, striping, policing and security (including cost of uniforms, equipment, payroll, fringe benefits and all employment taxes); insurance, including liability insurance for personal injury, death and property damage, insurance against fire, extended coverage, theft, or other casualties, worker's compensation insurance covering personnel, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring in and about the Common Facilities area, plate glass insurance for glass exclusively serving the Common Facilities area; clearing and removal of snow, ice, and sanding and salting; debris and rubbish removal; regulation of traffic; supplies; maintaining and repairing pavements, curbs, walkways, landscaping, drainage, pipes, ducts, conduits, and similar items, lighting facilities, sprinkler systems, and fire extinguishers not within any leased space; pest control and exterminating of the Common Facilities; maintaining and repairing pylon and other common signage; administrative costs reimbursement which shall not exceed five (5%) percent of the total cost of operating, repairing and maintaining the Common Facilities. Such costs and expenses shall not include depreciation or any capital

expenditures.

(d) Tenant agrees to maintain in force throughout the Term not less than the following insurance (i) comprehensive public liability insurance with respect to the Leased Premises with minimum limit of \$2,000,000 for bodily injury or death and damage to property, and Landlord shall be an additional insured thereon, and (ii) insurance against fire, extended coverage and other casualties generally covered in shopping centers, covering the Shopping Center including the demised premises, in an amount equal to replacement cost excluding foundations and footings (initially to be for \$2,000,000, and if there is no Institutional Mortgagee, naming Tenant as additional loss payee. Each such policy shall provide that it will not be canceled without 30 days' written notice to Landlord. Tenant agrees to deliver to Landlord certificate of such insurance not less than 30 days prior to the commencement of the Term and not less than 30 days prior to the expiration date of each policy. The liability insurance limits set forth in clause (i) above shall be increased as reasonably required by Landlord to reflect greater amounts of coverage generally being carried by shopping centers in the metro Atlanta area.

8. Use and Operation of Demised Premises

(a) The demised premises shall be used as a _____ in the Henry County area , as such operation may change from time to time, and for no other purpose.

(b) Except for closings for periods of up to 14 days for the purpose of conducting alterations, Tenant agrees to keep the demised premises open continuously during the hours _____ are open or the hours _____ is open, as Tenant elects, and to operate in the manner in which typical barber shops are then operated. Tenant will at its expense: (a) maintain the demised premises in a clean, orderly and sanitary condition and free of emanating odors, and vermin, and shall keep in force a pest control contract throughout the Term; (b) keep any garbage, trash, rubbish and refuse within or to the rear of the demised premises, tidily stored in rat-proof containers until removed; (c) have garbage, trash, rubbish or refuse removed as reasonably required; and (d) not allow any advertising medium (such as loudspeakers, public address systems or amplifiers) to be audible outside the demised premises, and Landlord shall not permit such in the balance of the Shopping Center. All new leases, or renewal agreements, of space in the Shopping Center shall contain clauses (a) to (d)

(c) Anything herein to the contrary notwithstanding, Tenant shall not use or permit all or any part of the demised premises to be used for the: (1) storage or purpose of sale of alcoholic beverages in the demises premises; (2) conduct of a manufacturing, printing or electronic data processing business, except that Tenant may operate business office reproducing equipment, electronic data processing equipment and other business machines for Tenant's own requirements (but shall not permit the use of any such equipment by or for the benefit of any party other than Tenant); (3) rendition of any health or related services; (4) conduct of the business of an employment agency or executive search firm; (5) conduct of any public auction, gathering, meeting or exhibition; (6) conduct of a stock brokerage office or business; and (7) occupancy of a foreign, United States, state, municipal or other governmental or quasi-governmental body, agency or department or any authority or other entity which is affiliated therewith or controlled thereby.

(d) Tenant shall not use or permit all or any part of the demised premises to be used so as to impair the Building's character or dignity or impose any additional burden upon Landlord in its operation.

9. Repairs

(a) Landlord will make all structural repairs to the demised premises and will keep in good order and repair the roof, foundations, subsurface conditions and the exterior of the demised premises, and the plumbing system serving the demised premises (up to Tenant's connection point thereto), except any doors, windows and glass, upon knowledge or notification of the necessity for such repairs, and further provided that if the need for the repair shall be attributable to any act or omission of Tenant, its concessionaires, officers, employees, licensees, invitees, or contractors, Tenant shall be responsible therefor. Landlord shall be under no liability for repair, maintenance or alteration with respect to the demised premises or any part thereof, or any plumbing, electrical, or other mechanical installations therein, or any cleaning or painting thereof, except as may be expressly set out in this Lease or unless due to negligence of Landlord, its officers, employees, licensees, invitees, concessionaires, or contractors.

(b) Tenant will keep all non-structural elements and the interior of the demised premises, together with all electrical, plumbing, ventilating, heating, air conditioning, elevator, escalator, and other mechanical installations therein, including sprinklers, in good order and repair at its expense; and will surrender the demised premises at the expiration of the Term or at such other time as it may vacate the same in as good condition as when received, excepting ordinary wear and tear or damage by fire or by casualty; provided, however, that if the need for the repair shall be attributable to any act or omission of Landlord, its concessionaires, officers, employees, licensees, invitees, or contractors, Landlord shall be responsible therefor. Tenant will not overload the electrical wiring and will install at its expense, any additional electrical service or wiring which may be required in connection with Tenant's apparatus.

(c) Notwithstanding the provisions of the preceding subsection (b), at such time as replacement of any heating, air conditioning, ventilating, elevator or escalator system is necessary due to the fact that it has deteriorated to the degree that repair is no longer economically feasible and normal, sound operating practice would require the replacement thereof, Tenant shall give written notice thereof to Landlord, accompanied by the written statement of a reputable independent engineer licensed or specializing in the field or reputable manufacturer (e.g., Westinghouse as to elevators and escalators) confirming that the replacement is then necessary as aforesaid, and Landlord shall promptly cause the replacement to be accomplished. If, however, Landlord disputes the opinion of such engineer or manufacturer, Landlord shall nonetheless (subject to Article 35) perform such replacement, but the matter shall be submitted to arbitration pursuant to the provisions of Article 34 hereof, and if the determination therein is that the replacement was not necessary under the foregoing criteria, Tenant shall promptly pay to Landlord all or such part of the cost, with interest thereon, as the arbitration award directs.

(d) Lessee, at its sole cost and expense, shall regularly monitor the premises for the presence of mold or any conditions that reasonably can be expected to give rise to mold and shall promptly notify the Lessor in writing if Lessee suspects mold at the premises.

10. Fire or Other Casualty

(a) If the demised premises, or any part thereof, shall be damaged or destroyed by fire or other casualty, then Tenant shall promptly give notice thereof to Landlord and, unless this lease shall be terminated pursuant to Section (b) of this Article, Landlord shall proceed with reasonable diligence to repair or restore the demised premises to substantially the same condition they were in immediately prior to the casualty. If the damage to the demised premises shall in Tenant's sole business judgment render the whole or any part thereof unsuitable for the use for which they were intended, Minimum Rent and additional rent shall be suspended or abated until the demised premises shall be repaired or restored to substantially the same condition they were in immediately prior to such casualty.

(b) It is agreed and understood that if the demised premises shall be damaged or destroyed by fire or other casualty

to the extent of 30% or more of its insurable value or the Shopping Center is so damaged or destroyed to the extent of 50% or more of its insurable value, either Landlord or Tenant may elect to terminate the Term of this lease by notice to the other within 30 days after such damage or destruction. In the event of such election, the termination shall become effective on the 30th day after the giving of the notice of termination, rent shall be apportioned and adjusted as of the date of fire or casualty, and Landlord shall not be obligated to repair or restore any damage or destruction caused by fire or other casualty and all the insurance proceeds from policies carried by Landlord (excluding Tenant's insurance on its property) shall belong to Landlord. Notwithstanding the foregoing, Landlord shall not have such right to elect to terminate this lease if Tenant shall agree (i) if the then Term would expire within 1 year beyond the date of repair and restoration and reopening of the store, to extend the Term so that, it expires not sooner than 5 years beyond such date, subject, however, to its right to cancel as set forth in clause (ii) below, and (ii) to relinquish and waive its right to cancel this lease pursuant to paragraph (d) of Article 3 during the period ending 5 years beyond the date of repair and restoration by Landlord and reopening of the store. If there are more than 5 years left in the Term, Landlord shall not have the right to elect to terminate unless Tenant fails to agree to clause (ii) above.

(c) Supplementing paragraph (b), if Landlord can and does cancel, but within 3 years thereafter reconstructs the demised premises as a restaurant, Tenant shall have the right to reinstate this lease thereto only by so electing not later than within 30 days after notice by Cruisers Investments of the reconstruction from Sterrs if Cruisers has not given such notice.

(d) Tenant agrees that it will maintain at all times during the term of this lease with respect to its trade fixtures and personal property, insurance against loss or damage by fire with extended coverage in an amount not less than 20% of the full insurable value thereof, with responsible insurers. Tenant agrees that not less than 30 days prior to the commencement of the term of this lease and not less than 30 days prior to the expiration of each policy of such insurance, to deliver to Landlord certificates of such insurance (except as to initial insurance, it may furnish a binder with the certificate to follow in ordinary course), or the renewals thereof, as the case may be. In reliance thereon, Landlord shall not carry any insurance covering such trade fixtures and personal property and shall have no liability for the repair or replacement thereof, and Landlord shall not be entitled to any proceeds of Tenant's insurance thereon. Unless Landlord carries sprinkler leakage and water damage legal liability insurance, Landlord shall not be responsible for the risks covered by such insurance in the demised premises.

(e) Tenant may, if it elects, self insure plate glass.

11. *Eminent Domain*

(a) If during the Term of this lease the whole of the demised premises shall be appropriated by right of eminent domain, then the Term of this lease shall cease as of the time of such appropriation, and rent shall be apportioned and adjusted as of the time of termination. Tenant shall have the right at its election to continue to occupy the demised premises, to the extent permitted by law, for all or such part as Tenant may elect, of the period between the time of such appropriation and the time when physical possession of the demised premises shall be taken, subject to the provisions of this lease insofar as the same may be made applicable to such occupancy by Tenant, but the amount, if any, charged Tenant by the taking authority or its assigns for rent or use and occupancy shall be deductible from the rent paid or payable by Tenant hereunder.

(b) If by right of eminent domain,

(i) a part of the demised premises shall be appropriated and if as a result thereof the ground floor area of the demised premises shall be reduced by more than 20%, or

(ii) a part of the Common Facilities shall be appropriated and if as a result thereof the parking areas shall be reduced

by more than 20%.

In the event of a termination under the provisions of this Article, the termination shall be effective as of the time of the appropriation and rent shall be apportioned and adjusted as of the time of termination. Tenant shall have the right at its election to continue to occupy the demised premises, to the extent permitted by law, for all or such part, as Tenant may elect, between the time of such appropriation and the time of physical possession thereunder, subject to the provisions of this lease insofar as the same may be made applicable to such occupancy by Tenant but the amount charged by the taking authority or its assigns for rent or use and occupancy between the time of appropriation and time of termination shall be deductible from rent paid or payable hereunder. If there shall be an appropriation by right of eminent domain and if the Term of this lease shall not be terminated as aforesaid, then the Term of this lease shall continue in full force and effect, and Landlord shall, within a reasonable time after physical possession is taken of the premises appropriated, restore what may remain of the demised premises, and of the common areas and Common Facilities to an integral unit in substantially the same condition they, respectively, were in prior thereto, subject to reduction in size thereof. A just proportion of the Minimum Rent, according to the nature and extent of the permanent injury to the demised premises shall be abated for the balance of the Term and Tenant's Share shall be adjusted pro-rata.

(c) The proceeds received from any award from any taking by eminent domain or by reason of any act of any public authority, (after deducting costs of restoration, if any is required hereunder) shall be distributed as follows:

(i) First, to the unpaid principal balance and accrued interest on any first lien mortgage held by an Institutional Mortgagee (as defined in Article 29);

It is agreed and understood, however, that Tenant may institute a separate proceeding seeking special damages for trade fixtures and relocation expenses.

12. Alterations

(a) Tenant shall not make any structural alterations, improvements or installations to or upon the demised premises without on each occasion obtaining the prior written consent of Landlord, which consent Landlord agrees not unreasonably to delay or withhold. Landlord agrees that Tenant may at any time and from time to time make any non structural alterations, improvements or installations to or upon the demised premises. Tenant agrees that any repairs, alterations, other improvements or installations made by it, structural or non-structural, shall be done in a good and workmanlike manner and in conformity with all laws, ordinances and regulations of all public authorities having jurisdiction, that materials of good quality shall be employed therein and that the structure of the demised premises will not be endangered or impaired thereby. It is agreed and understood that upon the expiration of the Term, Landlord will accept the demised premises as altered pursuant to the provisions hereof without any obligation upon Tenant to restore the same to their former condition except for alterations made by Tenant in connection with installation of a car care facility which shall be restored by Tenant within a reasonable period of time after the Term if Landlord shall so request prior to the end of the Term.

(b) All repairs, alterations, improvements or installations made to or upon the demised premises which are so attached to the realty that the same will be by law deemed to be a part of the realty shall (subject, however, to the provisions of the following sentence) be the property of Landlord and remain upon and be surrendered with the demised premises as a part thereof upon the termination of the Term. Notwithstanding the foregoing, all trade fixtures and signs, whether by law deemed to be a part of the realty or not, installed at any time or times by Tenant or anyone claiming under Tenant, shall remain the property of Tenant or persons claiming under Tenant and may be removed by Tenant or anyone claiming under Tenant at any time or times during the term of this lease or any occupancy by Tenant thereafter. Tenant agrees to repair any and all damage to the demised premises occasioned by the removal by Tenant or anyone claiming under Tenant of any property from the demised premises, ordinary wear and tear and damage by casualty or condemnation excepted.

(c) Tenant agrees that it will procure all necessary permits before making any repairs, alterations, improvements or installations. Except as provided in Article 36, Tenant agrees to pay promptly when due the entire cost of any work done by Tenant upon the demised premises. Tenant agrees to save harmless and indemnify Landlord from any and all injury, loss, claims or damages to any person or property occasioned by or arising out of the doing of any such work, except if resulting from Landlord's act or omission.

(d) Subject to the provisions of applicable law, Landlord agrees that Tenant may erect and maintain signs upon the interior and exterior of the demised premises similar in character and dignity to those generally used by Tenant at other restaurants.

(e) In the event any mechanics' lien shall at any time, whether before, during or after the Term, be filed against any part of the Shopping Center by reason of work, labor, services or materials performed or furnished to either (i) Landlord or (ii) Tenant or to anyone holding through or under Tenant, Landlord as to (i), or Tenant, as to (ii), shall within 30 days cause the same to be discharged of record by bonding or otherwise. If the party so obligated to do so shall fail to cause such lien to be so discharged then, in addition to any other right or remedy of the other party, it may discharge the same by paying the amount claimed to be due, and the amount so paid and all costs and expenses, including reasonable attorney's fees incurred in procuring the discharge of such lien, shall be due and payable, if by Tenant the 15th day of the next following month or if the Term has terminated then upon demand, and if by Landlord then upon demand.

(f) Landlord agrees to save harmless and indemnify Tenant from any and all injury, loss, claims or damages to any person or property occasioned by or arising out of the doing of any repairs, alterations, improvements or installations by Landlord, except if resulting from Tenant's act or omission.

(g) Any investment tax credit or other tax benefit resulting from alterations made and paid for by Tenant shall belong to Tenant, and Landlord shall make such tax elections as are reasonably requested to accomplish this.

(h) All work performed or installations made by Tenant or by Landlord (at Tenant's request and expense) in and to the demised premises shall be done in compliance with the requirements of the Local Laws of the state of Georgia of Henry County, as heretofore and hereafter amended.

(i) Landlord shall not be responsible for any damage to Tenant's fire control or detection devices nor shall Landlord have any responsibility for the maintenance or replacement thereof. Tenant shall indemnify Landlord from and against all loss, damage, liability or expense (including, without limitation, reasonable attorney's fees and disbursements) suffered or incurred by Landlord by reason of the installation and/or operation of any such devices.

(j) All work and installations required to be undertaken by Tenant pursuant to this Article shall be performed at Tenant's sole cost and expense and in accordance with plans and specifications and by contractors previously approved by Landlord.

(k) The fact that Landlord shall have heretofore consented to any installations or alterations made by Tenant in the demised premises shall not relieve Tenant of its obligations pursuant to this Article with respect to such installations or alterations.

13. Laws and Ordinances

(a) Tenant shall not do, and shall not permit to be done any act or thing in or upon the demised premises or the Shopping Center which will invalidate or be in conflict with the Certificate of Occupancy for the demised premises or violate any laws, orders, rules or regulations of any governmental authority (Laws). Tenant shall, at its expense, comply with all thereof which shall with respect to the occupancy, use or manner of use of, or installations in, the demised premises or with respect to any abatement of nuisance, impose any violation, order or duty upon Landlord or Tenant arising from, or in connection with, Tenant's occupancy, use or manner of use of the demised premises, or any installations therein, or required by reason of a breach of any of Tenant's covenants or agreements hereunder, whether or not such Laws shall be presently in effect or hereafter enacted or issued, and whether or not any work required shall be ordinary or extraordinary or foreseen or unforeseen at this time; but subject to the following paragraph (b).

(b) Tenant shall not be obligated under paragraph (a) above to make any structural alteration unless necessitated by the use or manner of use by Tenant of the demised premises for other than normal department store uses. Landlord shall comply with Laws which are not Tenant's obligation under this Article.

(c) If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business and if the failure to secure such license or permit would, in any way, affect Landlord or the demised premises, Tenant, at Tenant's expense, shall procure and maintain such license or permit, and submit copies of the same to Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the terms and conditions of each such license or permit.

15. Assignment and Subletting

(a) Tenant covenants and agrees, for Tenant and Tenant's heirs, distributees, executors, administrators, legal representatives, successors, and assigns, that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, or advertised for assignment, mortgaged, pledged, encumbered or otherwise transferred, by operation of law or otherwise, and that neither the demised premises, nor any part thereof, will be sublet, licensed or occupied by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, without the prior written consent of Landlord in every case except as expressly provided in this Article. Any direct or indirect transfer of stock of Tenant shall not be deemed an assignment hereunder and shall not require the consent of Landlord.

(b) Tenant may NOT without obtaining Landlord's consent, enter into subleases and licensee agreements to occupy space in the demised premises.

(c) Notwithstanding the foregoing provisions of the Article, this Lease may be assigned to any corporation into which or with which Tenant may be merged or consolidated, or to any corporation which shall purchase all of the assets of Tenant, or assigned or sublet in whole or in part to any subsidiary or affiliate of Tenant, provided each of the following conditions shall be complied with:

(i) If such assignment shall be to a successor by merger or consolidation, or by acquisition of assets, such successor shall have acquired all or substantially all of the assets, and assumed all of the liabilities under this lease, of the assignor, and shall have been approved in writing by Landlord which approval shall not be unreasonably withheld;

(ii) If such assignment shall be to a subsidiary or affiliate, such subsidiary or affiliate shall have assumed in writing all of the liabilities hereunder of the assignor, and the assignor shall have expressly agreed in writing to continue to remain jointly and severally liable as Tenant hereunder (including all extension periods) and Landlord's approval shall not be required.

(d) Each permitted assignee or transferee (excluding sublessees and licensees) shall in writing prior to the effective date thereof deliver to Landlord an instrument whereby it shall assume the payment of the Minimum Rent, Percentage Rent and additional rent, and the due performance of and compliance with all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed or complied with for the Term of this Lease.

(e) Tenant shall neither: (1) publicly advertise for the assignment, subletting or occupancy of all or any part of the demised premises; nor (2) assign this lease to or sublet to or permit the occupancy of all or any part of the demised premises by any other party.

(g) Landlord may, within 30 days after its receipt of Tenant's Notice, by notice to Tenant (Landlord's Notice), allow Tenant to sublease the space or assign the Lease or require Tenant to (1) sublease the Space to Landlord or its nominee, or (2) terminate this lease.

(h) Any such sublease shall contain substantially the following provisions:

(i) "In the event of a default under any underlying lease of all or any portion of the premises demised hereby which results in the termination of such lease, the subtenant hereunder shall, at the option of the lessor under any such lease (Underlying Lessor), attorn to and recognize the Underlying Lessor as landlord hereunder and shall, promptly upon the Underlying Lessor's request, execute and deliver all instruments necessary or appropriate to confirm such attornment and recognition. The subtenant hereunder hereby waives all rights under any present or future law to elect, by reason of the termination of such underlying lease, to terminate this sublease or surrender possession of the premises demised hereby."

(ii) "This sublease may not be assigned or the premises demised hereunder further sublet, in whole or in part, without the prior written consent of the Underlying Lessor."

(i) Landlord's consent to any assignment or sublease shall neither release Tenant from its liability for the performance of Tenant's obligations hereunder during the balance of the Term nor constitute its consent to any (1) further assignment of this lease or of any permitted sublease or (2) further sublease of all or any portion of the premises demised hereunder or under any permitted sublease. If a sublease to which Landlord has consented is assigned or all or any portion of the premises demised thereunder is sublet without the consent of Landlord in each instance obtained, Tenant shall immediately terminate such sublease, or arrange for the termination thereof, and proceed expeditiously to have the occupant thereunder dispossessed.

16. Bankruptcy

(a) If at any time during the Term there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, and within 30 days thereafter Tenant fails to secure a discharge thereof, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors under any statute either of the United States or of any State, this Lease, at the option of Landlord, exercised by written notice to Tenant within a reasonable time after notice to Landlord of the happening of any one or more of such events, may be canceled and terminated, in which event the Term of this Lease shall expire and neither Tenant nor any Person claiming through or under Tenant or as a successor to Tenant's rights in this Lease by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the demised premises, but shall forthwith quit and surrender the demised premises, and Landlord shall be entitled to damages as permitted by law.

(b) Notwithstanding any provision to the contrary contained in paragraph (a) of this Article, as long as no Event of Default has occurred and is continuing and Tenant is paying all Minimum Rent and additional rent, Landlord shall not enforce any of its rights under paragraph (a).

(c) Without limiting any of the provisions contained herein, if, pursuant to the Bankruptcy Code of 1978, as the same may be amended, Tenant is permitted to assign this Lease in disregard of the obligations contained in Articles 11 and 43 hereof, Tenant agrees that adequate assurance of future performance by the assignee permitted under such Code shall mean the deposit of cash security with Landlord in an amount equal to the sum of *[number of years]* years' Fixed Rent then reserved hereunder plus an amount equal to all additional rent payable under this lease for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Landlord, without interest, for the balance of the Term as security for the full and faithful performance of all of the obligations under this lease on the part of Tenant yet to be performed. If Tenant receives or is to receive any valuable consideration for such an assignment of this lease, such consideration, after deducting therefrom (A) the brokerage commissions, if any, and other expenses reasonably incurred by Tenant for such assignment and (B) any portion of such consideration reasonably designated by the assignee as paid for the purchase of Tenant's property in the demised premises, shall be and become the sole and exclusive property of Landlord and shall be paid over to Landlord directly by such assignee. In addition, adequate assurance shall mean that any such assignee of this lease shall have a net worth, exclusive of good will, equal to at least fifteen (15) times the aggregate of the Fixed Rent reserved hereunder plus all additional rent for the preceding calendar year as aforesaid.

17. Defaults, Remedies, Damages

(a) If any one or more of the following events (Events of Default) shall occur:

If Tenant shall default in the payment of any charge or amount payable hereunder by Tenant to Landlord which has been determined by an arbitration award or final judgment of any court to be due and payable, and such default shall continue for 30 days after written notice to Tenant, then Landlord may at any time thereafter give to Tenant a notice of termination of the Term of this Lease setting forth a termination date 30 days from the date of the giving of such notice, and, upon the giving of such notice, this Lease and the Term and estate hereby granted shall expire and terminate upon the expiration of said 30 days with the same effect as if that day were the date hereinbefore set for expiration of the Term of this Lease, but Tenant shall remain liable for damages as provided in this Article. In such event, Tenant shall forthwith quit and surrender possession of the demised premises, and Landlord may, without notice to Tenant, immediately or at any time thereafter re-enter into or upon the demised premises or any part thereof, either by summary dispossession proceedings or by any suitable action or proceeding at law, and may repossess the same, and may remove any persons or property therefrom, to the end that Landlord may have, hold and enjoy the demised premises again as and of its first estate and interest therein. Landlord shall not be permitted to institute a summary dispossession proceeding except as specifically provided herein. The words "re-enter", "re-entry" and "re-entered" as used in this Lease are not restricted to their technical legal meanings. In the event that Landlord shall reenter the demised premises under the provisions of this Article or in the event of the termination of this Lease of re-entry by or under any summary dispossession or other proceeding or action or any provision of law, Tenant shall thereupon pay to Landlord the Minimum Rent, Percentage Rent, additional rent and any other charges payable hereunder by Tenant to Landlord up to the time of such termination of this Lease, or of such recovery of possession of the demised premises by Landlord, as the case may be, plus the reasonable expenses incurred or paid by Landlord in terminating this Lease or of re-entering the demised premises and securing possession thereof, including, without limitation, reasonable attorney's fees and Tenant shall also pay to Landlord damages as provided herein.

(b) In the event of a breach or threatened breach on the part of Tenant with respect to any of the covenants, agreements, terms, provisions or conditions on the part of or on behalf of Tenant to be kept, observed or performed, Landlord shall also have the right of injunction in accordance with applicable law.

(c) The specified remedies to which Landlord may resort under this Lease are cumulative and concurrent and are not intended to be exclusive of each other or of any other remedies or means of redress to which Landlord may lawfully be entitled at any time, and Landlord may invoke any remedy allowed under the Lease or at law or in equity as if specific remedies were not herein provided for.

(d) In the event of any termination of this Lease under any summary dispossession or other proceeding or action or any provision of law or in the event that Landlord shall re-enter the Demised Premises under the provisions of this Lease, Tenant will pay to Landlord as damages sums equal to the Minimum Rent, and additional rent (if any) which would have been payable by Tenant had this Lease not so terminated, or had Landlord not so re-entered the demised premises, payable upon the due dates therefor specified herein following such termination or such re-entry and until the date hereinbefore set for the expiration of the full term hereby granted; provided, however, that if Landlord shall re-let the demised premises during said period, Landlord shall credit Tenant with the net rents received by Landlord from such reletting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such reletting the reasonable expenses incurred or paid by Landlord in terminating this Lease or of re-entering the demised premises and of securing possession thereof, including, without limitation, reasonable attorney's fees; provided, that (x) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, (y) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this paragraph to a credit in respect of any net rents from a reletting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit.

(e) Landlord agrees to use reasonable efforts to re-let the demised premises in order to mitigate the damages for which Tenant may be liable.

(f) Tenant, for Tenant, and on behalf of any and all persons, firms, corporations and associations claiming through or under Tenant, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the demised premises or to have a continuance of this Lease for the term hereby demised after Tenant is dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the expiration or termination of this Lease as herein provided or pursuant to law. It is further mutually agreed that in the event Landlord commences any summary proceeding for non-payment of rent (and which summary proceeding may be commenced only as expressly permitted by this Article), Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

19. Utilities

Landlord agrees, prior to the commencement of the Term, to bring gas, electric, water and sewer service to the hook-up point for the demised premises, if not presently in place and to furnish a building meter for each utility if not now existing. During the Term of this lease Tenant shall at its expense arrange directly with the utility corporation serving the demised premises for, and pay for, all electricity, gas, sewer service and water furnished or required in the demised premises. Municipal charges for sewerage disposal based on water consumption shall also be borne by Tenant to the extent applicable only to the demised premises. Landlord shall incur no liability whatsoever and the obligations of Tenant under this Lease shall not be diminished or affected by reason of the unavailability, change or cessation of any utility service, provided, however, if cessation of utilities is due to act or omission of Landlord and causes closing of the demised premises all rent and additional rent shall abate during the continuance thereof.

20. Insurance

(a) Tenant will keep in force at its expense as long as this Lease remains in effect and during such other time as

Tenant occupies the demised premises or any part thereof, comprehensive public liability insurance, including contractual liability, with respect to the demised premises with reputable companies with minimum limits of \$2,000,000 on account of bodily injuries to or death and \$2,000,000 Dollars on account of damage to property, and adequate fire and extended coverage insurance on Tenant's personal property, including inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant. Tenant will further deposit copies of policies of such liability insurance or certificates thereof with Sterrs initially, binders with certificates in due course, which policies shall name Landlord as additional named insured, and shall also contain a provision stating that such policy or policies shall not be canceled except after 30 days' written notice to Landlord. Such liability insurance limits set forth above shall be increased as reasonably required by Landlord to reflect greater amounts of coverages generally being carried for restaurants in the metro Atlanta area.

Landlord shall be named as an additional insured in the aforesaid insurance policies and the policies shall provide that Landlord shall be afforded 30 days prior notice of cancellation of said insurance. Tenant shall deliver certificates of insurance evidencing such policies. All premiums and charges for the aforesaid insurance shall be paid by Tenant and if Tenant shall fail to make such payment when due, Landlord may make it and the amount thereof shall be repaid to Landlord by Tenant on demand and the amount thereof may, at the option of Landlord, be added to and become a part of the additional rent payable hereunder. Tenant shall not violate or permit to be violated any condition of any of said policies and Tenant shall perform and satisfy the requirements of the companies writing such policies.

(b) Each of Landlord and Tenant hereby releases the other to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the other party, or any persons claiming under it, provided, however, this release shall be in force and effect only with respect to loss or damage occurring during such time as releasor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect said policies or the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its fire and extended coverage insurance policies will include such a clause as long as the same is obtainable and is includible without extra cost, or if an extra cost is chargeable therefor, as long as the other party pays such extra cost. If extra cost is chargeable there for, each party will advise the other thereof and of the amount thereof, and the other party, as its election, may pay the same but shall not be obligated to do so. Except as provided in this paragraph (b), no other provision in this lease contained shall be deemed to release either party hereto from liability for damages resulting from the fault or negligence of said party or its agents.

21. Inspections by Landlord

Tenant will permit Landlord, its agents, employees, mortgagees and contractors and prospective tenants, lenders and purchasers, to enter all parts of the demised premises during Tenant's business hours to inspect the same and to enforce or carry out any provisions of this Lease provided Tenant is given *[number of days]* days notice (except in emergency) and Tenant's business shall not be unreasonably interfered with.

22. Short Lease Recording

The parties hereto agree that upon request of either party each will execute, acknowledge and deliver a short form of lease in recordable form but excluding explicit financial provisions.

22. Self-Help

(a) If Tenant shall default in the performance or observance of any agreement or condition of this lease contained in its part to be performed or observed and shall not cure such default within 30 days after notice from Landlord specifying the default shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence and specifying that Landlord intends to exercise its rights under this Article, Landlord may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any reasonable amount paid or contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, and Tenant agrees to reimburse Landlord therefor or save Landlord harmless there from, with interest as provided in Article 16; provided that Landlord may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to Tenant if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein, or to prevent injury or damage to persons or property.

(b) If Landlord shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed, or shall default in the payment of any real estate tax, and if Landlord shall not cure such default within 30 days after notice from Tenant specifying the default shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence and specifying that Tenant intends to exercise its rights under this Article, Tenant may at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Landlord, and any amount paid or any contractual liability incurred by Tenant in so doing shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom, with interest as provided in Article 16; provided that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, but after said notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Tenant's interest therein or to prevent injury or damage to persons or property. If Landlord shall fail to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder, said amount may be deducted by Tenant from the next or any succeeding payments of rent due hereunder.

(c) In the case of emergency, notices required pursuant to Sections (a) and (b) or this Article 23 may be given orally, or in any other reasonably due and sufficient manner having regard to the emergency and the attending circumstances. If any such notice shall not be given in the manner described in Article 31 hereof, then, as soon thereafter as may be practicable, such notice shall be followed-up by notice given in the manner described in said Article.

24. Delays

In any case where either party hereto is required to do any act (other than make a payment of money), delays caused by or resulting from Act of God, war, civil commotion, insurrection, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's control shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time or "a reasonable time". In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for reasonable delays in the collection of such proceeds and awards.

25. Performance Under Protest

It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment under protest and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said party to institute suit for the recovery of such sum, and if it shall be adjudged

that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this lease; and if at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof under protest and the performance of such work shall in no event be regarded as a voluntary performance, and there shall survive the right on the part of said party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this lease. The provisions of this Article shall not limit Tenant's right to offset rent as provided in the last sentence of paragraph (b) of Article 23.

26. Estoppel Certificates

(a) Tenant agrees, from time to time, upon not less than 30 days prior notice from Landlord to execute, acknowledge and deliver to Landlord or to the holder of any mortgage affecting the demised premises, or any other party specified by Landlord or the holder of any such mortgage, a statement certifying that this lease is unmodified and in full force and effect there have been modifications, that this lease is in full force and effect as modified and stating the modifications the dates to which the rent and other charges payable hereunder have been paid, and stating whether or not, to the best knowledge of the signer of such certificate, Landlord is in default in performance of any covenant, agreement or condition contained in this lease and, if so, specifying each such default of which the signer may have knowledge, and further certifying as to such other matters relating to this lease as may be reasonably requested by the party requesting the statement it being intended that any such statement delivered pursuant to his Section may be relied upon by an prospective purchaser of the Shopping Center or by an prospective mortgage holder or any prospective assignee of any mortgage holder.

(b) Landlord agrees, from time to time, upon not less than 30 days prior notice from Tenant, to execute, acknowledge and deliver to Tenant, or any other party specified by Tenant, a statement certifying that this lease is unmodified and in full force and effect there have been modifications, that the same is in full force and effect as modified and stating the modifications, the dates to which the rent and other charges payable hereunder have been paid, and stating whether or not, to the best knowledge of the signer of such certificate, Tenant is in default in the performance of any covenant, agreement or condition contained in this lease and, if so, specifying each such default of which the signer may have knowledge, and further certifying as to such matters relating to this lease as may be reasonably requested by the party requesting the statement, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective assignee of Tenant.

27. Covenant of Quiet Enjoyment

Landlord covenants that upon Tenant paying the rent and additional rent and observing and performing all the terms, agreements, covenants, provisions and conditions of this Lease on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the demised premises for the purposes forth in paragraph (a) of Article 8, subject nevertheless to the terms and conditions of this Lease.

28. Broker

Tenant warrants and represents to Landlord to induce landlord to enter into this Lease in reliance thereon, that NO broker was employed or negotiated or employed in connection with this transaction. In reliance on said representation, Tenant agrees that Landlord shall not be liable for payment of commission to such broker, and indemnifies and holds Tenant harmless from any claim by such broker for commission, or any claim by any other

broker which does not claim to have negotiated for or been employed by Tenant, for commission in this transaction.

29. Subordination

(a) This Lease and all of Tenant's rights hereunder, are and shall, to the extent Landlord in its sole discretion may elect, be subject and subordinate to any first lien mortgage hereafter made to or held by an Institutional Mortgagee, as hereinafter defined, affecting the title to the Shopping Center or any part or parts of the Shopping Center and to all advances heretofore or hereafter made under any such fee mortgage and to all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any such fee mortgage; provided however, that the holder of such mortgage shall furnish to Tenant (on the customary form of such Institutional Mortgagee), an agreement in recordable form to the effect that as long as Tenant is not in default of its obligations under this lease (a) the right of Tenant, and its invitees, licensees, customers and employees to use and enjoy the demised premises and the Common Facilities as in this lease provided shall not be disturbed by the holder or holders of any such mortgage, or by anyone claiming by, through or under such holders, (b) Tenant shall not be named or joined as a party defendant which may be brought in any foreclosure proceedings arising from such mortgage, (c) any such proceedings shall not in any way affect or impair Tenant's rights under this lease, (d) the casualty insurance proceeds will be applied to restoration in a manner consistent with the provisions of Article 11, and (e) such mortgagee shall not be bound by or liable for (i) any act, omission, offset or defense against any prior landlord if Tenant failed to comply with paragraph (d) of this Article, or (ii) any act in violation of Section (b) of this Article; and Tenant shall execute, acknowledge and deliver counterparts thereof upon request. Notwithstanding the foregoing, Landlord shall obtain non-disturbance agreements in form reasonably satisfactory to Tenant incorporating clauses (a) through (e) of this paragraph, from all holders of existing mortgages covering the Shopping Center, or any part thereof, within 30 days from the execution hereof.

(b) Tenant agrees that the Term of this Lease may not be canceled (other than as specifically provided in this lease including, without limitation, paragraph (d) of Article 3), abridged, or otherwise modified, and any attempted cancellation or termination of this Lease by Landlord here under pursuant to any provision of this Lease giving Landlord the right so to cancel or terminate, shall not be effective, and Tenant shall not prepay any item of rent or additional rent at any time more than 30 days in advance of the due date thereof, without the prior written consent to such cancellation, abridgement, modification, termination or prepayment by the holder of any then existing mortgage to which this Lease is subordinate provided Tenant has been notified of the name and address of such mortgagee.

(c) In case of the foreclosure of a mortgage affecting the demised premises, upon the request of the holder of such mortgage, or the purchaser at a sale in foreclosure of such mortgage, or other person, who shall succeed to the interests of Landlord (referred to as "such successor in interest"), Tenant covenants and agrees to attorn to such successor in interest and recognize such successor in interest as its landlord under this Lease. Tenant agrees to execute an instrument in writing satisfactory to such successor in interest and Tenant whereby Tenant attorns to such successor in interest.

(d) In the event of the occurrence of any act or omission by Landlord which would give Tenant the right to terminate this Lease or claim a partial or total eviction, or make any claim against Landlord for the payment of money, before such first lien Institutional Mortgagee shall be bound thereby, Tenant will give written notice of such occurrence to the holder of the first lien fee mortgage, as to whom Landlord has instructed Tenant to give copies of all of such Tenant's notices to Landlord, and the time period provided in this lease for remedying such act or omission by Landlord shall have elapsed following the giving of such notices.

(e) The term *Institutional Mortgagee* shall mean any bank, savings bank, savings and loan association, trust company, insurance company, insurance fund, pension fund, annuity association, retirement fund or system; real estate investment trust; corporation organized and operated for religious, charitable, scientific, literary or educational

purposes; any corporation formed by or on behalf of any of the foregoing; any entity for which one of the foregoing acts as trustee; and any other investing entity generally referred to or acknowledged in the *[type of industry]* real estate industry to be an institutional lender or institutional investor, as to which dispute shall be resolved by arbitration under Article 34.

(f) If Landlord shall assign the rents due hereunder, Tenant agrees to enter into an agreement with the assignee confirming in effect that Tenant shall make payment thereof to it or as it directs, but without waiving any right of Tenant under this lease.

30. Persons Bound

The covenants, agreements, terms, provisions and conditions of this Lease shall bind and inure to the benefit of the respective heirs, distributees, executors, administrators, successors, assigns and legal representatives of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Article 15 shall operate to vest any rights in any successor, assignee or legal representative of Tenant. Except for the express guaranties made by Landlord at or about the time of execution of this lease, the term Landlord as used in this Lease shall mean the Landlord at the particular time in question and it is agreed that the covenants and obligations of Landlord under this Lease shall not be binding upon Landlord herein named or any subsequent landlord with respect to any period subsequent to the transfer of its interest under this lease by operation of law or otherwise [*OPTIONAL: except with respect to covenants or obligations of any such landlord which have accrued during the period of such landlord's ownership, for which such landlord shall remain liable*], and that in the event of any such transfer, Tenant agrees to look solely to the transferee for the performance of the obligations of Landlord hereunder, provided and on condition that such transferee shall assume in writing all of the obligations of Landlord under this lease, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of such interest. In addition, notwithstanding anything to the contrary provided in this Lease, Tenant agrees that there shall be no personal liability on the part of Landlord arising out of any default by Landlord under this Lease, and, except with respect to liabilities which had accrued prior to the transfer of the Shopping Center by such Landlord for which there shall be no restriction on such Landlord's liability, that Tenant shall look solely to the interest of Landlord in and to the Shopping Center for the enforcement and satisfaction of any defaults by Landlord hereunder, and that Tenant shall not enforce any judgment against Landlord against any other assets of Landlord, nor attach any other assets of Landlord; such exculpation of personal liability to be absolute and without any exception.

31. Notices

Any notice, request or demand permitted or required to be given by the terms and provisions of this Lease or by any law, statute or regulation, either by Landlord to Tenant or by Tenant to Landlord (or under paragraph (d) of Article 29), shall be in writing. Such notice, request, or demand shall be given, and shall be deemed to have been served and given *10 Days* days after the day it is deposited by registered or certified mail enclosed in a securely closed postpaid wrapper, in a United States general or branch post office, addressed to the respective addressee at its address as stated on the first page of this Lease. Either party may, by notice as aforesaid, designate a different address or addresses for notices, requests or demands to it, and may also instruct that its attorneys be given copies of all notices.

32. Miscellaneous

(a) The failure of either party to seek redress for violation of, or to insist upon the strict performance of any

covenant, agreement, term, provision or condition of this Lease, or any of the rules and regulations, shall not constitute a waiver thereof and either party shall have all remedies provided herein and by applicable law with respect to any subsequent act, which would have originally constituted a violation. The receipt by Landlord or payment by Tenant of rent with knowledge of the breach of any covenant, agreement, term, provision or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived, unless such waiver be in writing signed by the waiving party. Except as Minimum Rent and/or additional rent may have been reduced, abated or offset in accordance with the provisions of this lease, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly Minimum Rent herein stipulated shall be deemed to be other than on account of such Minimum Rent or additional rent or other charge owing by Tenant, as Landlord shall elect, nor shall endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed binding on Landlord or an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Minimum Rent, additional rent or other charges owing by Tenant, and to pursue each and every remedy in this Lease or by law provided. The receipt and retention by Landlord of Minimum Rent or additional rent from anyone other than Tenant shall not be deemed a waiver by Landlord of any breach by Tenant of any covenant, agreement, term, provision or condition herein contained, or the acceptance of such other person as a tenant, or a release of Tenant from the further performance of the covenants, agreements, terms, provisions and conditions herein contained.

(b) This Lease with the schedules, riders and exhibits, if any, annexed hereto contains the entire agreement between Landlord and Tenant, and any agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate or effect a surrender or abandonment of this Lease, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement is sought. If Tenant shall have any right to an extension or renewal of the Term, or any right to lease other space from Landlord, either party's exercise of its right to terminate this Lease shall operate, ipso facto, to terminate such renewal, extension or other right, whether or not theretofore exercised by Tenant.

(c) Except as to an express provision to the contrary, if any, contained in this lease, no act or thing done by Landlord or Landlord's agents during the term hereby demised shall be deemed an acceptance of a surrender of the demised premises, and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord.

(d) The Index and Article headings of this Lease are for convenience only and shall not limit or define the meaning or content hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

(e) If any provision of this Lease or the application thereof to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent.

33. Existing Mortgages

Landlord represents and warrants to Tenant that the only mortgages upon any part of the Shopping Center on the date hereof, and the approximate principal balance due on each, is set forth on Exhibit [*designation of exhibit*] hereto.

34. Arbitration

(a) Any dispute between the parties under this lease shall be resolved by arbitration under this Article, provided,

however, that neither party shall be precluded from instituting a separate action for injunction pending determination of an arbitration proceeding under this Article.

(b) The party requesting arbitration shall do so by giving notice to that effect to the other party and the American Arbitration Association. The arbitration shall be conducted in *[name of city]* by *[number of arbitrators]* arbitrators in accordance with the rules then in effect of the American Arbitration Association. If the award is for payment of money owed or advanced, the award shall include interest as provided in Article 16.

(c) Judgment may be entered in any court having jurisdiction granting equitable and/or legal relief in accordance with the decision of a majority of said arbitrators, which decision shall be final, binding and conclusive.

35. Initial Work

(a) Tenant acknowledges and agrees that the demised premises are being leased “as-is” in their existing condition, subject to specific obligations of Landlord with respect to repairs set forth in this lease.

(b) Tenant agrees to refurbish, refurbish, and refit the nonstructural portions of, and adequately equip, the demised premises to good order and condition equivalent to the condition of the *[name of store]* at *[location of store]*.

(c) Annexed hereto as Exhibit *[designation of exhibit]* is a schedule of repairs and rehabilitations for which Landlord accepts responsibility upon the following terms, the estimated cost whereof is not more than *[\$dollar amount of estimated cost]*. Tenant shall solicit good faith bids from contractors satisfactory to it for the performance of all of such work, and shall forward copies of acceptable bids to Landlord. Landlord shall have the right to elect to have Tenant’s contractors perform the work, and Landlord shall pay the full cost thereof pursuant to such contracts, and in that event, Tenant agrees to cause the work to be performed and to assume full responsibility for the diligent, good and workmanlike performance thereof. If Landlord does not so elect, Landlord shall cause such work be performed in a diligent, good and workmanlike manner.

36. Name and Signs

Landlord and Tenant shall mutually agree to rules and regulations concerning signage. Landlord agrees to incorporate such rules and regulations in all future leases and renewal agreements. Tenant agrees to observe such rules and regulations.

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37. Indemnities

Landlord agrees to indemnify and hold harmless Tenant against all third party claims and third party liabilities arising out of the operation of the Shopping Center including the Common Facilities but not the demised premises, and not attributable to act or omission by Tenant. Tenant agrees to indemnify and hold harmless Landlord against all third party claims and third party liabilities arising out of the operation of the demised premises and not attributable to act or omission by Landlord.

38. Notice of Sale

Before Landlord originally named herein (but not any successor by sale or exchange or foreclosure or proceeding or deed in lieu of foreclosure) shall convey the Shopping Center it shall advise Tenant in writing of its intention to do so, and shall not conclude any sale or exchange for 30 days thereafter. During such 30 days, Landlord and Tenant shall discuss the matter if either desires but neither party shall be obligated to negotiate or offer to sell or purchase. After such 30 days, if no conveyance has been made within 30 months, this Article shall again apply. If a conveyance has been made, this Article shall be null and void and Tenant shall so confirm by recordable instrument promptly after request.

39. Exculpatory Clause

Anything herein to the contrary notwithstanding, Landlord's liability for its negligence or failure to perform its obligations hereunder shall be limited to its interest in the Land and Building. Tenant shall neither seek to enforce nor enforce any judgment or other remedy against any other asset or Landlord or any party who holds any interest in Landlord.

40. Submission to Jurisdiction, Etc.

This lease shall be deemed to have been made in Henry County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. All actions or proceedings relating, directly or indirectly, to this lease shall be litigated only in courts located within the County of Fulton. Tenant, any guarantor of the performance of its obligations hereunder (Guarantor) and their successors and assigns, and Landlord hereby subject themselves to the jurisdiction of any state or federal court located within such county, waive the personal service of any process upon them in any action or proceeding therein and consent that such process be served by certified or registered mail, return receipt requested, directed to Landlord or Tenant and any of their successors at the addresses hereinabove set forth or at such other addresses as ANY be furnished by one party to the other at least 30 days prior to any service of process pursuant hereto, to Guarantor and any successor at the address set forth in the instrument of guaranty and to any assignee at the address set forth in the instrument of assignment. Such service shall be deemed made 30 days after such process is so mailed.

The submission of this lease to Tenant shall not constitute an offer by Landlord to execute and exchange a lease with Tenant and is made subject to Landlord's acceptance, execution and delivery thereof.

41. Modifications Requested by Mortgagee

If any prospective mortgagee of the Land, Building or any leasehold interest therein requires, as a condition precedent to issuing its loan, the modification of this lease in such manner as does not materially lessen Tenant's rights or increase its obligations hereunder, Tenant shall not delay or withhold its consent to such modification and shall execute and deliver such confirming documents therefor as such mortgage requires.

42. "As Is"

The demised premises shall be leased to Tenant in their “as is” condition on the Commencement Date and Landlord shall not be required to perform any work to prepare the demised premises for Tenant’s occupancy. The taking of possession of the demised premises by Tenant shall be conclusive evidence as against Tenant that, at the time such possession was so taken, the demised premises and the Building were in good and satisfactory condition.

43. Holdover

In the event Tenant shall hold over after the expiration of the Term, the parties hereby agree that Tenant’s occupancy of the demised premises after the expiration of the Term shall be upon all of the terms set forth in this lease except Tenant shall pay as rent for the holdover period an amount equal to the higher of (A) an amount equal to two times the sum of (1) the pro rata Fixed Rent payable by Tenant during the last year of the Term and (2) all monthly installments of additional rent payable by Tenant pursuant to the terms of this Lease that would have been billable monthly by Landlord had the Term not expired; or (B) an amount equal to the then market rental value for the demised premises as shall be reasonably established by Landlord, taking into consideration leases recently executed by Landlord for space comparable to that of the demised premises, giving notice to Tenant of Landlord’s good faith estimate of such market rental value.

44. Limitation on Rent

If on the Commencement Date, or at any time during the Term, the Fixed Rent or additional rent reserved in this lease is not fully collectible by reason of any federal, state, county or city law, proclamation, order or regulation, or direction of a public officer or body pursuant to law (collectively, Law), Tenant agrees to take such steps as Landlord may request to permit Landlord to collect the maximum rents which may be legally permissible from time to time during the continuance of such legal rent restriction (but not in excess of the amounts reserved therefor under this lease). Upon the termination of such legal rent restriction, Tenant shall pay to Landlord, to the extent permitted by Law, an amount equal to (A) the Fixed Rent and additional rent which would have been paid pursuant to this lease but for such legal rent restriction, less (B) the Fixed Rent and additional rent paid by Tenant to Landlord during the period such legal rent restriction was in effect.

45. Acceptance of Keys

If Landlord or Landlord’s managing or rental agent accepts from Tenant one or more keys to the demised premises in order to assist Tenant in showing the demised premises for subletting or other disposition or for the performance of work therein for Tenant or for any other purpose, the acceptance of such key or keys shall not constitute an acceptance of a surrender of the demised premises nor a waiver of any of Landlord’s rights or Tenant’s obligations under this Lease including, without limitation, the provisions relating to assignment and subletting and the condition of the demised premises.

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

LANDLORD: IN DESIGN REALTY

LANDLORD: _____

_____ By: _____

TENANT: _____

_____ By:

Date: _____