

Prepared by:
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BOOK

72 PAGE 463

STATE MS.-DE SOTO CO.,

STANDARD RETAIL LEASE

AUG 9 3 35 PM '96

ARTICLE 1.00 BASIC LEASE TERMS

1.01 Parties. This Lease agreement ("Lease") is entered into by and between the following Lessor and Lessee: BK 72 PG 463

Weston Retail Management Company, Inc. as Agent for Westco Development #3, Inc. ("Lessor")

The Italian Oven of Southaven, L.L.C. ("Lessee")

1.02 Leased Premises. In consideration of the rents, terms, provisions and covenants of this Lease, Lessor hereby leases, lets and demises to Lessee the following described premises ("leased premises"):

5,944 (Approximate sq. ft.) 94181 (Job no.)
Southaven Commons (Name of shopping center or building)
975 Goodman Road, Suite 21 (Street address/suite number)
Southaven, MS 38671 (City, State, and Zip Code)

1.03 Term. Subject to and upon the conditions set forth herein, the term of this Lease shall commence on (December 1, 1994 "commencement date") or the date Lessee opens for business, whichever occurs first (the "completion date", which Lessor shall use its best efforts to establish as _____), and shall terminate 120 months thereafter.

1.04 Base Rent and Security Deposit. Base rent is \$ 5,770.63* per month. Security deposit is \$ 0
*See Addendum to Lease, item number 1

1.05 Addresses.

Lessor's Address:
6075 Poplar Avenue
Suite 322
Memphis, TN 38119

Lessee's Address:
9603 Deerwalk Cove
Germantown, TN 38139

1.06 Permitted Use. Retail sale of full service restaurant items (see Addendum to Lease, item number 5)

1.07 Operating Expense Payment. Lessee shall pay as additional rent Lessee's pro rata share of operating expenses (see section 2.02). Lessee's initial monthly installment of operating expenses is \$ 896.55.

1.08 Lessee's Trade Name. The Italian Oven Restaurant

1.09 Percentage Rent. 4 % of gross sales (see section 2.08).

ARTICLE 2.00 RENT

2.01 Base Rent. Lessee agrees to pay monthly as base rent during the term of this Lease the sum of money set forth in section 1.04 of this Lease, which amount shall be payable to Lessor at the address shown above. One monthly installment of rent shall be due and payable on the date of execution of this Lease by Lessee for the first month's rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the commencement date or completion date during the term of this Lease; provided, if the commencement date or the completion date should be a date other than the first day of a calendar month, the monthly rent set forth above shall be prorated to the end of that calendar month, and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the term of this Lease. Lessee shall pay, as additional rent, all other sums due under this Lease. Notwithstanding the foregoing, Lessor hereby waives the base rent for months one (1) through three (3) of the first year of the primary term of the lease.

2.02 Operating Expenses. Lessee shall also pay as additional rent Lessee's pro rata share of the operating expenses of Lessor for the shopping center and building of which the leased premises are a part. Lessor may invoice Lessee monthly for Lessee's pro rata share of the estimated operating expenses for each calendar year, which amount shall be adjusted each year based upon anticipated operating expenses. Within nine months following the close of each calendar year, Lessor shall provide Lessee an accounting showing in reasonable detail all computations of additional rent due under this section. In the event the accounting shows that the total of the monthly payments made by Lessee exceeds the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by a refund. In the event the accounting shows that the total of the monthly payments made by Lessee is less than the amount of additional rent due by Lessee under this section, the accounting shall be accompanied by an invoice for the additional rent. Notwithstanding any other provision in this Lease, during the year in which this Lease terminates, Lessor, prior to the termination date, shall have the option to invoice Lessee for Lessee's pro rata share of the operating expenses based upon the previous year's operating expenses. If this Lease shall terminate on a day other than the last day of a calendar year, the amount of any additional rent payable by Lessee applicable to the year in which the termination shall occur shall be prorated on the ratio that the number of days from the commencement of the calendar year to and including such termination date bears to 365. Lessee shall have the right, at its own expense and within a reasonable time, to audit Lessor's books relevant to the additional rent payable under this section. Lessee agrees to pay any additional rent due under this section within ten days following receipt of the invoice or accounting showing additional rent due.

2.03 Definition of Operating Expenses. The term "operating expenses" includes all expenses incurred by Lessor with respect to the maintenance and operation of the building of which the leased premises are a part, including, but not limited to, the following: (1) maintenance, repair and replacement costs; (2) security, trash and snow removal; (3) landscaping and lawn maintenance; (4) management fees, wages and benefits payable to employees of Lessor whose duties are directly connected with the operation and maintenance of the building; (5) all services, utilities, supplies, repairs, replacements or other expenses for maintaining and operating the common, parking and plaza areas; (6) the cost, including interest, amortized over its useful life, of any capital improvement made to the building by Lessor after the date of this Lease which is required under any governmental law or regulation that was not applicable to the building at the time it was constructed; (7) the cost, including interest, amortized over its useful life, of installation of any device or other equipment which improves the operating efficiency of any system within the leased premises and thereby reduces operating expenses; (8) all other expenses which would generally be regarded as operating and maintenance expenses which would reasonably be amortized over a period not to exceed five years; (9) all real property taxes and installments of special assessments, including dues and assessments by means of deed restrictions and/or owners' associations which accrue against the building of which the leased premises are a part during the term of this Lease; and (10) all insurance premiums Lessor is required to pay or deems necessary to pay, including public liability insurance, with respect to the building. The term operating expenses does not include the following: (1) repairs, restoration or other work occasioned by fire, wind, the elements or other casualty; (2) income and franchise taxes of Lessor; (3) expenses incurred in leasing to or procuring of lessees, leasing commissions, advertising expenses and expenses for the renovating of space for new lessees; (4) interest or principal payments on any mortgage or other indebtedness of Lessor; (5) compensation paid to any employee of Lessor above the grade of property manager; (6) any depreciation allowance or expenses; or (7) operating expenses which are the responsibility of Lessee.

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2.04 Late Payment Charge. Other remedies for nonpayment of rent notwithstanding, if the monthly rental payment is not received by Lessor on or before the tenth day of the month for which the rent is due, or if any other payment due Lessor by Lessee is not received by Lessor on or before the tenth day of the month next following the month in which Lessee was invoiced, a late payment charge of five percent of such past due amount shall become due and payable in addition to such amounts owed under this Lease.

2.05 Increase in Insurance Premiums. If an increase in any insurance premiums paid by Lessor for the building is caused by Lessee's use of the leased premises in a manner other than as set forth in section 1.06, or if Lessee vacates the leased premises and causes an increase in such premiums, then Lessee shall pay as additional rent the amount of such increase to Lessor.

2.06 Security Deposit. The security deposit set forth above shall be held by Lessor for the performance of Lessee's covenants and obligations under this Lease, it being expressly understood that the security deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee. Upon the occurrence of any event of default by Lessee or breach by Lessee of Lessee's covenants under this Lease, Lessor may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent, or to repair any damage or injury, or pay any expense or liability incurred by Lessor as a result of the event of default or breach of covenant, and any remaining balance of the security deposit shall be returned by Lessor to Lessee upon termination of this Lease. If any portion of the security deposit is so used or applied, Lessee shall upon ten days written notice from Lessor, deposit with Lessor by cash or cashier's check an amount sufficient to restore the security deposit to its original amount.

2.07 Holding Over. In the event that Lessee does not vacate the leased premises upon the expiration or termination of this Lease, Lessee shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as base rental for the period of such holdover an amount equal to two one and a half times the base rent which would have been payable by Lessee had the holdover period been a part of the original term of this Lease. Lessee agrees to vacate and deliver the leased premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the holdover period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without the consent of Lessor, shall operate to extend the term of this Lease.

2.08 Percentage Rent. In addition to the base rent set forth in section 2.01, Lessee shall also pay to Lessor, for each calendar year during the term of this Lease, percentage rent determined by (i) multiplying the total gross sales made in or from the leased premises during the calendar year by the percentage rent set forth in section 1.09 and then (ii) subtracting from the product thus obtained the base rent paid by Lessee to Lessor for such calendar year. On or before the tenth day of each calendar month during the term of this Lease, Lessee shall prepare and deliver to Lessor at the place where rent is then payable a statement of gross sales made during the preceding calendar month. In addition, within sixty days after the expiration of each calendar year, or within sixty days after the termination of this Lease if this Lessee should not terminate at the end of a calendar year, Lessee shall prepare and deliver to Lessor at the place where rent is then payable a statement of gross sales during the preceding calendar year (or partial calendar year), certified to be correct by an independent certified public accountant. Lessee shall furnish similar statements for its licensees, concessionaires and sublessees, if any. All such statements shall be in such form as Lessor may require. Percentage rent shall be paid in monthly installments along with the monthly statements as follows: Lessee shall pay to Lessor, after deducting therefrom the base rent paid for the preceding calendar month, a sum of money equal to the product of the percentage rent rate multiplied by the total gross sales made in or from the leased premises during the preceding month. In the event the total of the monthly payments of percentage rent for any calendar year is not equal to the annual percentage rent computed on the amount of gross sales for such calendar year, then Lessee shall pay to Lessor any deficiency or Lessor shall refund to Lessee any overpayment, as the case may be, within sixty days after the receipt of the annual statement for a calendar year as set forth above. In no event shall the rent to be paid by Lessee and retained by Lessor for any calendar year be less than the annual base rent. If this Lease should commence on a date other than the first day of a calendar year or terminate on a date other than the last day of a calendar year, percentage rent for such fractional part of the calendar year shall be paid at the specified rate for all sales made during such fractional part of a calendar year, after deducting from such percentage rent all payments of base rent for such fractional period.

2.09 Gross Sales. The term "gross sales" as used herein shall be construed to include the entire amount of the sales price, whether for cash, credit or otherwise, of all sales of merchandise (including gift and merchandise certificates), services and other receipts whatsoever of all business conducted in or from the leased premises, including mail or telephone orders received or filled at the leased premises, deposits not refunded to purchaser, orders taken (although said orders may be filled elsewhere), sales to employees, sales through vending machines or other devices, and sales by any sublessee, concessionaire or licensee or otherwise in the leased premises. Each sale upon installment or credit shall be treated as a sale for the full price in the month during which such sale was made, irrespective of the time when Lessee receives payment from its customer. No deduction shall be allowed for uncollected or uncollectible credit accounts. Gross sales shall not include the following: sums collected and paid for any sales or excise tax imposed by any fully constituted governmental authority; exchange of merchandise between the stores of Lessee, if any, where such exchanges are made only for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made in or from the leased premises and/or for the purpose of depriving Lessor of the benefit of a sale which otherwise would be made in or from the leased premises; the amount of return to shippers or manufacturers; the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Lessee; nor sales of Lessee's fixtures.

2.10 Books and Records. Lessee shall keep at the corporate offices in Germantown, Tennessee ~~leased premises~~ or at some other location in the city where the leased premises are located a permanent, accurate set of books and records of all sales of merchandise and revenue derived from business conducted in the leased premises and all supporting records such as tax reports and banking records. All such books and records shall be retained and preserved for at least twenty-four months after the end of the calendar year to which they relate and shall be subject to inspection and audit by Lessor and its agents at all reasonable times.

2.11 Audit. In the event Lessor is not satisfied with the statements of gross sales submitted by Lessee, Lessor shall have the right to have its auditors make an audit of all books and records, wherever located, pertaining to sales made in or from the leased premises. If such statements are found to be incorrect to any extent of more than ~~one~~ three percent over the figures submitted by Lessee, Lessee shall pay for such audit. Lessee shall promptly pay to Lessor any deficiency or Lessor shall promptly refund to Lessee any overpayment, as the case may be, which is established by such audit.

ARTICLE 3.00 OCCUPANCY AND USE

3.01 Use. Lessee warrants and represents to Lessor that the leased premises shall be used and occupied only for the purpose of retail sales as set forth in section 1.06 and shall conduct business only under the trade name set forth in section 1.08. Lessee shall occupy the leased premises, conduct its business and control its agents, employees, invitees and visitors in such a manner as is lawful, reputable and will not create a nuisance. Lessee shall not permit any operation which emits any odor or matter which intrudes into other portions of the building, use any apparatus or machine which makes undue noise or causes vibration in any portion of the building or otherwise interfere with, annoy or disturb any other lessee in its normal business operations or Lessor in its management of the building or shopping center. Lessee shall neither permit any waste on the leased premises nor allow the leased premises to be used in any way which would, in the opinion of Lessor, be extra hazardous on account of fire or which would in any way increase or render void the fire insurance on the building.

3.02 Signs. Lessee shall not, without Lessor's prior written consent, make any changes to the store front; install any exterior lighting, decorations or paintings; or erect or install any signs, window or door lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the leased premises, excepting only dignified displays of customary type for its display windows, which shall be maintained in a neat and attractive condition. All signs, lettering, placards, window displays, decorations and advertising media shall conform in all respects to the sign criteria for the shopping center from time to time established by Lessor in the exercise of its sole discretion, and shall be subject to the prior written approval of Lessor as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All signs

shall be kept in good condition and in proper operating order at all times. Lessee agrees that no other sign (mobile or stationary) of any description shall be erected, placed or painted in or about the leased premises. Lessee shall, at Lessee's expense, remove all signs at the termination of this Lease, and the installation and removal shall be in such manner as to avoid injury, defacement or overloading of the building or other improvements.

3.03 Compliance with Laws, Rules and Regulations. Lessee, at Lessee's sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the leased premises. Lessee will comply with the rules and regulations of the building adopted by Lessor which are set forth on a schedule attached to this Lease. Lessor shall have the right at all times to change and amend the rules and regulations in any reasonable manner as may be deemed advisable for the safety, care, cleanliness, preservation of good order and operation or use of the building or the leased premises. All changes and amendments to the rules and regulations of the building will be sent by Lessor to Lessee in writing and shall thereafter be carried out and observed by Lessee.

3.04 Warranty of Possession. Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Lease, shall have possession of the leased premises during the full term of this Lease as well as any extension or renewal thereof. Lessor shall not be responsible for the acts or omissions of any other lessee or third party that may interfere with Lessee's use and enjoyment of the leased premises.

3.05 Inspection. Lessor or its authorized agents shall at any and all reasonable times have the right to enter the leased premises to inspect the same, to supply janitorial service or any other service to be provided by Lessor, to show the leased premises to prospective purchasers or lessees, and to alter, improve or repair the leased premises or any other portion of the building. Lessee hereby waives any claim for damages for injury or inconvenience to or interference with Lessee's business, any loss of occupancy or use of the leased premises, and any other loss occasioned thereby. Lessor shall at all times have and retain a key with which to unlock all of the doors in, upon and about the leased premises. Lessee shall not change Lessor's lock system or in any other manner prohibit Lessor from entering the leased premises. Lessor shall have the right to use any and all means which Lessor may deem proper to open any door in an emergency without liability therefor. (see Addendum to Lease, item number 3)

3.06 Continuous Occupancy. Lessee shall not at any time leave the leased premises vacant, but shall in good faith continuously throughout the term of this Lease conduct and carry on in the entire leased premises the type of business for which the leased premises are leased. Lessee shall operate its business in an efficient, high class and reputable manner with adequate personnel in attendance and with complete lines of merchandise, adequately stocked, so as to produce the maximum amount of sales from the leased premises, and shall, except during reasonable periods for repairing, cleaning and decorating, keep the leased premises open to the public for business on all days and during all hours (including evenings) established by Lessor from time to time as store hours for the shopping center and during any other hours when the shopping center generally is open to the public for business, except to the extent Lessee may be prohibited from being open for business by applicable law, ordinance or governmental regulations.

3.07 Prohibited Sales. Lessee shall not conduct within the leased premises any fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales, operate within the leased premises a wholesale or factory outlet store, a cooperative store, a second hand or sample store, a surplus store or a store commonly referred to as a discount house. Lessee shall not advertise that it sells its products or services at discount, cutprice or cut-rate prices.

3.08 Prohibited Acts. Lessee shall not permit any objectionable or unpleasant odors to emanate from the leased premises, place or permit any radio, television, loud-speaker or amplifier on the roof or outside the leased premises or where the same can be seen or heard from outside the building, place any antenna, awning or other projection on the exterior of the leased premises, or do anything which would tend to injure the reputation of the shopping center.

3.09 Merchants Association. In the event Lessor shall organize a merchants association composed of lessees in the shopping center, Lessee agrees that it will join and maintain membership in such association, will pay such dues and assessments as may be fixed and determined from time to time by the association and will comply with the bylaws, rules and regulations as may be adopted from time to time by the association. Lessee agrees to participate in activities promoting the shopping center organized by Lessor or the merchants association.

3.10 Common Areas. The common areas are part of the shopping center designated by Lessor from time to time for the common use of all lessees, including, among other facilities, parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, lighting facilities, hallways, malls, restrooms, and other areas and improvements provided by Lessor, all of which are subject to Lessor's sole management and control and shall be operated and maintained in such manner as Lessor, in its discretion, shall determine. Lessor reserves the right to add additional land to the shopping center, to change from time to time the dimensions and location of the common areas, as well as the location, dimensions, identity and type of any building situated in the shopping center, and to construct or eliminate buildings or stores in existing buildings or other improvements in the shopping center. Lessee and its employees, customers, sublessees, licensees and concessionaires shall have the non-exclusive right and license to use the common areas as constituted from time to time, such use to be in common with Lessor, other tenants of the shopping center and other persons permitted by Lessor to use the same, and subject to such reasonable rules and regulations governing use as Lessor may from time to time prescribe, including the designation of specific areas within the shopping center or in reasonable proximity thereto in which automobiles owned by Lessee, its employees, sublessees, licensees, and concessionaires shall be parked. Lessee shall not solicit business, store or display merchandise or other property within the common areas without the prior written consent of the Lessor. Lessor may temporarily close any part of the common areas for such periods of time as may be necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. To facilitate the development of the shopping center, Lessee shall grant or join in executing such grants, licenses, easements or consents or such other documents or instruments necessary for the continued development of the shopping center.

3.11 Relationship of Lessor and Lessee. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rental, nor any other provisions contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

ARTICLE 4.00 UTILITIES AND SERVICE

4.01 Building Services. Lessor shall provide normal utility service connections to the building. Lessee shall pay the cost of all utility services, including, but not limited to, initial connection charges, all charges for gas, electricity, water, sanitary and storm sewer service, and for all electric lights, lamps or tubes. However, Lessor may, at Lessor's sole discretion, provide one or more utility services to the leased premises, in which event Lessee agrees to pay to Lessor its pro rata share of the costs of such utilities or services as set forth in sections 2.02 and 2.03. Lessee shall pay all costs caused by Lessee introducing excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including permits, fees and charges levied by any governmental subdivision for such pollutants or solids. Lessee shall be responsible for the installation and maintenance of dilution tanks, holding tanks, settling tanks, sewer sampling devices, sand traps, grease traps, or similar devices as may be required by any governmental authority for Lessee's use of the sanitary sewer system. Lessor may, in its sole discretion, provide additional services or utilities not enumerated herein. Failure by Lessor to any extent provide these defined services or any other services not enumerated, or any cessation thereof, shall not render Lessor liable in any respect for damages to either person or property, be construed as an eviction of Lessee, work an abatement of rent or relieve Lessee from fulfillment of any covenant in this Lease. Should any of the equipment or machinery break down, or for any cause cease to function properly, Lessor shall use reasonable diligence to repair the same promptly, but Lessee shall have no claim for rebate of rent on account of any interruption of service occasioned from the repairs. Lessor reserves the right from time to time to make changes in the utilities and services provided by Lessor to the building or shopping center.

4.02 Theft or Burglary. Lessor shall not be liable to Lessee for losses to Lessee's property or personal injury caused by criminal acts or entry by unauthorized persons into the leased premises or the building.

ARTICLE 5.00 REPAIRS AND MAINTENANCE

5.01 Lessor Repairs. Lessor shall not be required to make any improvements, replacements or repairs of any kind or character to the leased premises or the project during the term of this Lease except as are set forth in this section. Lessor shall maintain only the roof, foundation, parking and common areas, and the structural soundness of the exterior walls (excluding windows, window glass, plate glass, storefront and doors). Lessor's costs of maintaining the items as set forth in this section are subject to the additional rent provisions in section 2.02. Lessor shall not be liable to Lessee, except as expressly provided in this Lease, for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent by reason of any repairs, alterations or additions made by Lessor under this Lease.

5.02 Lessee Repairs. Lessee shall, at its sole cost and expense, maintain all other parts of the leased premises and building in good repair and condition, including, but not limited to, improvements and replacements thereof, heating, ventilating, and air conditioning systems, plumbing and electrical systems, downspouts, storefronts, fire sprinkler system, dock bumpers, and any and all other repairs or maintenance necessary for any portion or part of the interior of the leased premises. If Lessee fails to make the repairs or replacements promptly as required herein, Lessor may, at its option, make the repairs and replacements and the costs of such repairs and replacements shall be charged to Lessee as additional rent and shall become due and payable by Lessee within ten days from receipt of Lessor's invoice.

5.03 Request for Repairs. All requests for repairs or maintenance that are the responsibility of Lessor pursuant to any provision of this Lease must be made in writing to Lessor at the address in section 1.05.

5.04 Lessee Damages. Lessee shall not allow any damage to be committed on any portion of the leased premises or building, and at the termination of this Lease, by lapse of time or otherwise, Lessee shall deliver the leased premises to Lessor in as good condition as existed at the commencement date of this Lease, ordinary wear and tear excepted. The cost and expense of any repairs necessary to restore the condition of the leased premises shall be borne by Lessee.

5.05 Maintenance Contract. Lessee shall, at its sole cost and expense, during the term of this Lease maintain a regularly scheduled preventive maintenance/service contract with a maintenance contractor for the servicing of all hot water, heating and air conditioning systems and equipment within the Leased Premises. The maintenance contractor and contract must be approved by Lessor and must include all services suggested by the equipment manufacturer.

ARTICLE 6.00 ALTERATIONS AND IMPROVEMENTS

6.01 Lessor Improvements. If construction to the leased premises is to be performed by Lessor prior to or during Lessee's occupancy, Lessor will complete the construction of the improvements to the leased premises in accordance with plans and specifications agreed to by Lessor and Lessee, which plans and specifications are made a part of this Lease by reference. Within seven days of receipt of plans and specifications, Lessee shall execute a copy of the plans and specifications and, if applicable, change orders setting forth the amount of any costs to be borne by Lessee. In the event Lessee fails to execute the plans and specifications and change order within the seven day period, Lessor may, at its sole option, declare this Lease canceled or notify Lessee that the base rent shall commence on the completion date even though the improvements to be constructed by Lessor may not be complete. Any changes or modifications to the approved plans and specifications shall be made and accepted by written change order or agreement signed by Lessor and Lessee and shall constitute an amendment to this Lease.

6.02 Lessee Improvements. Lessee shall not make or allow to be made any alterations or physical additions in or to the leased premises without first obtaining the written consent of Lessor, which consent may in the sole and absolute discretion of Lessor be denied. Any alterations, physical additions or improvements to the leased premises made by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, Lessor, at its option, may require Lessee to remove any physical additions and/or repair any alterations in order to restore the leased premises to the condition existing at the time Lessee took possession, all costs of removal and/or alterations to be borne by Lessee. This clause shall not apply to moveable equipment or furniture owned by Lessee, which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Lessor.

6.03 Mechanics Lien. Lessee will not permit any mechanic's or materialman's lien(s) or other lien to be placed upon the leased premises or the building and nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any person for the performance of any labor or the furnishing of any materials to the leased premises, or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to any mechanic's, materialman's or other lien against the leased premises. In the event any such lien is attached to the leased premises, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, obtain the release of or otherwise discharge the same. Any amount paid by Lessor for any of the aforesaid purposes shall be paid by Lessee to Lessor on demand as additional rent.

ARTICLE 7.00 CASUALTY AND INSURANCE

7.01 Substantial Destruction. If the leased premises should be totally destroyed by fire or other casualty, or if the leased premises should be damaged so that rebuilding cannot reasonably be completed within ninety working days after the date of written notification by Lessee to Lessor of the destruction, this Lease shall terminate and the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the written notification.

7.02 Partial Destruction. If the leased premises should be partially damaged by fire or other casualty, and rebuilding or repairs can reasonably be completed within ninety working days from the date of written notification by Lessee to Lessor of the destruction, this Lease shall not terminate, and Lessor shall at its sole risk and expense proceed with reasonable diligence to rebuild or repair the building or other improvements to substantially the same condition in which they existed prior to the damage. If the leased premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, and the damage or destruction was not caused or contributed to by act or negligence of Lessee, its agents, employees, invitees or those for whom Lessee is responsible, the rent payable under this Lease during the period for which the leased premises are untenable shall be adjusted to such an extent as may be fair and reasonable under the circumstances. In the event that Lessor fails to complete the necessary repairs or rebuilding within ninety working days from the date of written notification by Lessee to Lessor of the destruction, Lessee may at its option terminate this Lease by delivering written notice of termination to Lessor, whereupon all rights and obligations under this Lease shall cease to exist.

7.03 Property Insurance. Lessor shall at all times during the term of this Lease maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the building against all risk of direct physical loss in an amount equal to at least ninety percent of the full replacement cost of the building structure and its improvements as of the date of the loss; provided, Lessor shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Lessee upon or within the leased premises, any fixtures installed or paid for by Lessee upon or within the leased premises, or any improvements which Lessee may construct on the leased premises. Lessee shall have no right in or claim to the proceeds of any policy of insurance maintained by Lessor even though the cost of such insurance is borne by Lessee set forth as in Article 2.00.

7.04 Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the leased premises, improvements to the building of which the leased premises are a part, or personal property within the building, by reason of fire or the elements, regardless of cause or origin, including negligence of Lessor or Lessee and their agents, officers and employees. Lessor and Lessee agree immediately to give their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

7.05 Hold Harmless. Lessor shall not be liable to Lessee's employees, agents, invitees, licensees or visitors, or to any other person, for any injury to person or damage to property on or about the leased premises caused by any negligent act or omission of Lessee, its agents, servants or employees, or of any other person entering upon the leased premises under express or implied invitation by Lessee, or caused by the improvements located on the leased premises becoming out of repair, the failure or cessation of any service provided by Lessor (including security service and devices), or caused by leakage of gas, oil, water or steam or by electricity emanating from the leased premises. Lessee agrees to indemnify and hold harmless Lessor of and from any loss, attorney's fees, expenses or claims arising out of any such damage or injury.

7.06 Liability Insurance. Lessee shall, at its sole expense, maintain at all times during the term of this Lease public liability insurance with respect to the leased premises and the conduct or operation of Lessee's business therein, naming Lessor as an additional insured, with limits of not less than \$2,000,000.00 for death or bodily injury to any one or more persons in a single occurrence and \$500,000.00 for property damage. Lessee shall deliver a certificate of such insurance to Lessor on or before the commencement date and thereafter from time to time upon request.

ARTICLE 8.00 CONDEMNATION

8.01 Substantial Taking. If all or a substantial part of the leased premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the leased premises for the purpose for which it is then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Lessee shall have no claim to the condemnation award or proceeds in lieu thereof.

8.02 Partial Taking. If a portion of the leased premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in section 8.01 above, Lessor shall at Lessor's sole risk and expense, restore and reconstruct the building and other improvements on the leased premises to the extent necessary to make it reasonably tenantable. The rent payable under this Lease during the unexpired portion of the term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Lessee shall have no claim to the condemnation award or proceeds in lieu thereof.

ARTICLE 9.00 ASSIGNMENT OR SUBLEASE

9.01 Lessor Assignment. Lessor shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the building. Any such sale, transfer or assignment shall operate to release Lessor from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

9.02 Lessee Assignment. Lessee shall not assign, in whole or in part, this Lease, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority interest of stock, merger, or dissolution, which transfer of majority interest of stock, merger or dissolution shall be deemed an assignment) or mortgage or pledge the same, or sublet the leased premises, in whole or in part, without the prior written consent of Lessor which shall not be unreasonably withheld provided assignee or sublessee shall continue to use the leased premises for the same purposes and in substantially the same manner as Lessee, and provided further that the assignee or sublessee's financial strength meets Lessor's requirements, and in no event shall any such assignment or sublease ever release Lessee or any guarantor from any obligation or liability hereunder. No assignee or sublessee of the leased premises or any portion thereof may assign or sublet the leased premises or any portion thereof. (See Addendum to Lease, item number 4)

9.03 Conditions of Assignment. If Lessee desires to assign or sublet all or any part of the leased premises, it shall so notify Lessor at least thirty days in advance of the date on which Lessee desires to make such assignment or sublease. Lessee shall provide Lessor with a copy of the proposed assignment or sublease and such information as Lessor might request concerning the proposed sublessee or assignee to allow Lessor to make informed judgments as to the financial condition, reputation, operations and general desirability of the proposed sublessee or assignee. Within fifteen days after Lessor's receipt of Lessee's proposed assignment or sublease and all required information concerning the proposed sublessee or assignee, Lessor shall have the following options: (1) cancel this Lease as to the leased premises or portion thereof proposed to be assigned or sublet; (2) consent to the proposed assignment or sublease, and, if the rent due and payable by any assignee or sublessee under any such permitted assignment or sublease (or a combination of the rent payable under such assignment or sublease plus any bonus or any other consideration or any payment incident thereto) exceeds the rent payable under this Lease for such space, Lessee shall pay to Lessor all such excess rent and other excess consideration within ten days following receipt thereof by Lessee; or (3) refuse, in its sole and absolute discretion and judgment, to consent to the proposed assignment or sublease, which refusal shall be deemed to have been exercised unless Lessor gives Lessee written notice providing otherwise. Upon the occurrence of an event of default, if all or any part of the leased premises are then assigned or sublet, Lessor, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or sublessee all rents becoming due to Lessee by reason of the assignment or sublease, and Lessor shall have a security interest in all properties on the leased premises to secure payment of such sums. Any collection directly by Lessor from the assignee or sublessee shall not be construed to constitute a novation or a release of Lessee or any guarantor from the further performance of its obligations under this Lease.

9.04 Subordination. Lessee accepts this Lease subject and subordinate to any recorded mortgage or deed of trust lien presently existing or hereafter created upon the building or project and to all existing recorded restrictions, covenants, easements and agreements with respect to the building or project. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest under this Lease to any first mortgage or deed of trust lien hereafter placed on the leased premises, and Lessee agrees upon demand to execute additional instruments subordinating this Lease as Lessor may require. If the interests of Lessor under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any first mortgage or deed of trust lien on the leased premises, Lessee shall be bound to the transferee (sometimes called the "Purchaser") at the option of the Purchaser, under the terms, covenants and conditions of this Lease for the balance of the term remaining, including any extensions or renewals, with the same force and effect as if the Purchaser were Lessor under this Lease, and, if requested by the Purchaser, Lessee agrees to attorn to the Purchaser, including the first mortgagee under any such mortgage if it be the Purchaser, as its Lessor.

9.05 Estoppel Certificates. Lessee agrees to furnish, from time to time, within ten days after receipt of a request from Lessor or Lessor's mortgagee, a statement certifying, if applicable, the following: Lessee is in possession of the leased premises; the leased premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Lessee claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor, and such other matters as may be reasonably required by Lessor or Lessor's mortgagee. Lessee's failure to deliver such statement, in addition to being a default under this Lease, shall be deemed to establish conclusively that this Lease is in full force and effect except as declared by Lessor, that Lessor is not in default of any of its obligations under this Lease, and that Lessor has not received more than one month's rent in advance.

10.01 Landlord's Lien. As security for payment of rent, damages and all other payments required to be made by this Lease, Lessee hereby grants to Lessor a lien upon all property of Lessee now or subsequently located upon the leased premises. If Lessee abandons or vacates any substantial portion of the leased premises or is in default in the payment of any rentals, damages or other payments required to be made by this Lease or is in default of any other provision of this Lease, Lessor may enter upon the leased premises, by picking or changing locks if necessary, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Lessee, sell and convey all or part of the personal property to the highest bidder, delivering to the highest bidder all of Lessee's title and interest in the personal property sold. The proceeds of the sale of the personal property shall be applied by Lessor toward the reasonable costs and expenses of the sale, including attorney's fees, and then toward the payment of all sums then due by Lessee to Lessor under the terms of this Lease. Any excess remaining shall be paid to Lessee or any other person entitled thereto by law. Lessor agrees to execute a subordination of Landlord's lien in the form attached hereto and made a part herein known as Exhibit "H" subordinating Lessor's lien as set forth in this Lease to a first lien holder (see Addendum to Lease, item number 7)

10.02 Uniform Commercial Code. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the state in which the leased premises are situated. Lessor, in addition to the rights prescribed in this Lease, shall have all of the rights, titles, liens and interests in and to Lessee's property, now or hereafter located upon the leased premises, which may be granted a secured party, as that term is defined, under the Uniform Commercial Code to secure to Lessor payment of all sums due and the full performance of all Lessee's covenants under this Lease. Lessee will on request execute and deliver to Lessor a financing statement for the purpose of perfecting Lessor's security interest under this Lease or Lessor may file this Lease or a copy thereof as a financing statement. Unless otherwise provided by law and for the purpose of exercising any right pursuant to this section, Lessor and Lessee agree that reasonable notice shall be met if such notice is given by ten days written notice, certified mail, return receipt requested, to Lessor or Lessee at the addresses specified herein.

ARTICLE 11.00 DEFAULT AND REMEDIES

11.01 Default by Lessee. The following shall be deemed to be events of default by Lessee under this Lease: (1) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease; (2) Lessee shall abandon any substantial portion of the leased premises; (3) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and the failure is not cured within ten days after written notice to Lessee; (4) Lessee shall file a petition or be adjudged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or (5) Lessee shall do or permit to be done any act which results in a lien being filed against the leased premises or the building and/or project of which the leased premises are a part.

11.02 Remedies for Lessee's Default. Upon the occurrence of any event of default set forth in this Lease, Lessor shall have the option to pursue any one or more of the remedies set forth herein without any notice or demand. (1) Lessor may enter upon and take possession of the leased premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the leased premises without being liable for any claim for damages, and relet the leased premises on behalf of Lessee and receive the rent directly by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the leased premises; further, Lessee agrees to reimburse Lessor for any expenditures made by it in order to relet the leased premises, including, but not limited to, remodeling and repair costs. (2) Lessor may enter upon the leased premises, by picking or changing locks if necessary, without being liable for any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this Lease; further, Lessee agrees that Lessor shall not be liable for any damages resulting to Lessee from effecting compliance with Lessee's obligations under this Lease caused by the negligence of Lessor or otherwise. (3) Lessor may terminate this Lease, in which event Lessee shall immediately surrender the leased premises to Lessor, and if Lessee fails to surrender the leased premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the leased premises, by picking or changing locks if necessary, and lock out, expel or remove Lessee and any other person who may be occupying all or any part of the leased premises without being liable for any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of this Lease under this section, whether through inability to relet the leased premises on satisfactory terms or otherwise. Notwithstanding any other remedy set forth in this Lease, in the event Lessor has made rent concessions of any type or character, or waived any base rent, and Lessee fails to take possession of the leased premises on the commencement or completion date or otherwise defaults at any time during the term of this Lease, the rent concessions, including any waived base rent, shall be canceled and the amount of the base rent or other rent concessions shall be due and payable immediately as if no rent concessions or waiver of any base rent had ever been granted. A rent concession or waiver of the base rent shall not relieve Lessee of any obligation to pay any other charge due and payable under this Lease including without limitation any sum due under section 2.02. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Lessor only by mailing or delivering written notice of such termination to Lessee, and no other act or omission of Lessor shall be construed as a termination of this Lease.

ARTICLE 12.00 RELOCATION

12.01 Relocation Option. In the event Lessor determines to utilize the leased premises for other purposes during the term of this Lease, Lessee agrees to relocate to other space in the building and/or project designated by Lessor, provided such other space is of equal or larger size than the leased premises.

12.02 Expenses. Lessor shall pay all out-of-pocket expenses of any such relocation, including the expenses of moving and reconstruction of all Lessee furnished and Lessor furnished improvements. In the event of such relocation, this Lease shall continue in full force and effect without any change in the terms or conditions of this Lease, but with the new location substituted for the old location set forth in section 1.02 of this Lease.

ARTICLE 13.00 DEFINITIONS

13.01 Abandon. "Abandon" means the vacating of all or a substantial portion of the leased premises by Lessee, whether or not Lessee is in default of the rental payments due under this Lease.

13.02 Act of God or Force Majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sitdowns, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or overcome.

13.03 Building or Project. "Building" or "project" or "shopping center" as used in this Lease means the building or project or shopping center described in section 1.02, including the leased premises and the land upon which the leased premises are situated.

13.04 Commencement Date. "Commencement date" shall be the date set forth in section 1.03. The commencement date shall constitute the commencement of the term of this Lease for all purposes, whether or not Lessee has actually taken possession.

13.05 Completion Date. "Completion date" shall be the date on which the improvements erected and to be erected upon the leased

premises shall have been completed in accordance with the plans and specifications described in article 6.00. The completion date shall constitute the commencement of the term of this Lease for all purposes, whether or not Lessee has actually taken possession. Lessor shall use its best efforts to establish the completion date as the date set forth in section 1.03. In the event that the improvements have not in fact been completed as of that date, Lessee shall notify Lessor in writing of its objections. Lessor shall have a reasonable time after delivery of the notice in which to take such corrective action as may be necessary and shall notify Lessee in writing as soon as it deems such corrective action has been completed and the improvements are ready for occupancy. Upon completion of construction, Lessee shall deliver to Lessor a letter accepting the leased premises as suitable for the purposes for which they are let and the date of such letter shall constitute the commencement of the term of this Lease. Whether or not Lessee has executed such letter of acceptance, taking possession of the leased premises by Lessee shall be deemed to establish conclusively that the improvements have been completed in accordance with the plans and specifications, are suitable for the purposes for which the leased premises are let, and that the leased premises are in good and satisfactory condition as of the date possession was so taken by Lessee, except for latent defects, if any.

13.06 Square Feet. "Square Feet" or "square foot" as used in this Lease includes the area contained within the leased premises together with a common area percentage factor of the leased premises proportionate to the total building area.

ARTICLE 14.00 MISCELLANEOUS

14.01 Waiver. Failure of either Lessor or Lessee to declare an event of default immediately upon its occurrence, or delay in taking any action in connection with an event of default, shall not constitute a waiver of the default, but ~~Lessor~~ either party shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more the remedies set forth in article 11.00 above shall not preclude pursuit of any one or more the other remedies provided elsewhere in this Lease or provided by law, nor shall pursuit of any remedy constitute forfeiture or waiver of any rent or damages accruing to Lessor by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Lessor to enforce one or more of the remedies provided upon an event of default shall not be deemed or construed to constitute a waiver of the default or of any other violation or breach of any of the terms, provisions and covenants contained in this Lease.

14.02 Act of God. Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God, force majeure or by Lessee.

14.03 Attorney's Fees. In the event Lessor or Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor or Lessee places in the hands of an attorney the enforcement of all or any part of this Lease, the collection of any rent due or to become due or recovery of the possession of the leased premises, Lessor or Lessee agrees to pay the prevailing party's ~~Lessor's~~ costs of collection, including reasonable attorney's fees for the services of the attorney, whether suit is actually filed or not.

14.04 Successor. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, successors and assigns. It is hereby covenanted and agreed that should Lessor's interest in the leased premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect, and Lessee hereunder agrees to attorn to the then owner of the leased premises.

14.05 Rent Tax. If applicable in the jurisdiction where the leased premises are situated, Lessee shall pay and be liable for all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Lessor by Lessee under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the rent, additional rent, operating expenses or other charge upon which the tax is based as set forth above.

14.06 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any section.

14.07 Notice. All rent and other payments required to be made by Lessee shall be payable to Lessor at the address set forth in section 1.05. All payments required to be made by Lessor to Lessee shall be payable to Lessee at the address set forth in section 1.05, or at any other address within the United States as Lessee may specify from time to time by written notice. Any notice or document required or permitted to be delivered by the terms of this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set forth in section 1.05. (see Addendum to Lease item number 6)

14.08 Submission of Lease. Submission of this Lease to Lessee for signature does not constitute a reservation of space or an option to lease. This Lease is not effective until execution by and delivery to both Lessor and Lessee.

14.09 Corporate Authority. If Lessee executes this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee does hereby personally represent and warrant that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the state in which the leased premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. In the event any representation or warranty is false, all persons who execute this Lease shall be liable, individually, as Lessee.

14.10 Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14.11 Lessor's Liability. If Lessor shall be in default under this Lease and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the right, title and interest of Lessor in the building as the same may then be encumbered and neither Lessor nor any person or entity comprising Lessor shall be liable for any deficiency. In no event shall Lessee have the right to levy execution against any property of Lessor nor any person or entity comprising Lessor other than its interest in the building as herein expressly provided.

14.12 Indemnity. Lessor agrees to indemnify and hold harmless Lessee from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessor. Lessee agrees to indemnify and hold harmless Lessor from and against any liability or claim, whether meritorious or not, arising with respect to any broker whose claim arises by, through or on behalf of Lessee.

ARTICLE 15.00 AMENDMENT AND LIMITATION OF WARRANTIES

15.01 Entire Agreement. IT IS EXPRESSLY AGREED BY LESSEE, AS A MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS LEASE, THAT THIS LEASE, WITH THE SPECIFIC REFERENCES TO WRITTEN EXTRINSIC DOCUMENTS, IS THE ENTIRE AGREEMENT OF THE PARTIES; THAT THERE ARE, AND WERE, NO VERBAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS OR PROMISES PERTAINING TO THIS LEASE OR TO THE EXPRESSLY MENTIONED WRITTEN EXTRINSIC DOCUMENTS NOT INCORPORATED IN WRITING IN THIS LEASE.

PLEASE INITIAL

[Signature]

[Signature]

15.02 Amendment. THIS LEASE MAY NOT BE ALTERED, WAIVED, AMENDED OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY LESSOR AND LESSEE.

15.03 Limitation of Warranties. LESSOR AND LESSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS LEASE.

ARTICLE 16.00 OTHER PROVISIONS

- 16.01 Rules and Regulations Exhibit "A"
- 16.02 Construction by Lessee Exhibit "B"
- 16.03 Lessee's Plans and Specifications Exhibit "C"
- 16.04 Shopping Center Sign Criteria Exhibit "D"
- 16.05 Leased Premises Exhibit "E"
- 16.06 Guaranty Exhibit "F"
- 16.07 Addendum to Lease Exhibit "G"
- 16.08 Subordination Exhibit "H"
- 16.09 All exhibits attached hereto are incorporated herein by this reference. Provided, however, in the event that at the time of execution of this Lease any exhibits are incomplete, the parties shall use their best efforts to complete such exhibits at the earliest possible date.

ARTICLE 17.00 SIGNATURES

SIGNED at Memphis, TN this 24 day of August, 1994

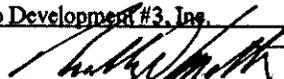
LESSOR

LESSEE

Weston Retail Management Company, Inc. as Agent for

The Italian Oven of Southaven, L.L.C.

Westco Development #3, Inc.

By: 

By: 

Bradley D. Smith
Senior Vice President

William C. Willis, Jr.
Authorized Member

(Type Name and Title)

(Type Name and Title)

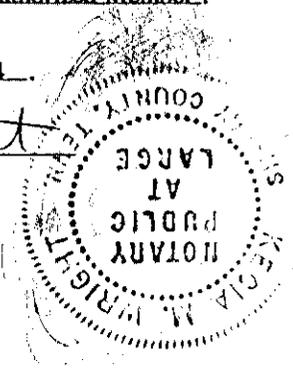
ACKNOWLEDGMENTS FOR LESSOR AND LESSEE

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared William C. Willis, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the Authorized Member of The Italian Oven of Southaven, L.L.C. the within named bargainor, a corporation, and that he as such Authorized Member executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Authorized Member.

WITNESS my hand and Official Seal at office this 24th day of August, 19 94.

Kecia M Wright
Notary Public



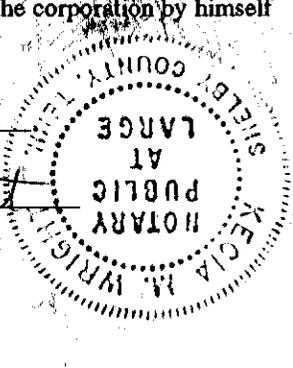
My Commission Expires:
My Commission Expires May 19, 1993

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Bradley D. Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the Senior Vice President of Weston Retail Management Company, Inc. as Agent for Westco Development #3, Inc. the within named bargainor, a corporation, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Senior Vice President.

WITNESS my hand and Official Seal at office this 24th day of August, 19 94.

Kecia M Wright
Notary Public



My Commission Expires:
My Commission Expires May 19, 1993

1. Lessor agrees to furnish Lessee two keys without charge. Additional keys will be furnished at a nominal charge. Lessee shall not change locks or install additional locks on doors without prior written consent of Lessor. Lessee shall not make or cause to be made duplicates of keys procured from Lessor without prior approval of Lessor. All keys to leased premises shall be surrendered to Lessor upon termination of this Lease.
2. Lessee will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the leased premises for Lessee to Lessor for Lessor's approval before performance of any contractual service. Lessee's contractors and installation technicians shall comply with Lessor's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the leased premises or project, including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the leased premises or project.
3. Lessee shall not at any time occupy any part of the leased premises or project as sleeping or lodging quarters.
4. Lessee shall not place, install or operate on the leased premises or in any part of the building any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the leased premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Lessor.
5. Lessor will not be responsible for lost or stolen personal property, equipment, money or jewelry from the leased premises or the project regardless of whether such loss occurs when the area is locked against entry or not.
6. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the leased premises or project.
7. Employees of Lessor shall not receive or carry messages for or to any Lessee or other person or contract with or render free or paid services to any Lessee or to any of Lessee's agents, employees or invitees.
8. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Lessee's agents, employees or invitees at any time for purposes inconsistent with their designation by Lessor.
9. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
10. No person shall disturb occupants of the building by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
11. Nothing shall be thrown out of the windows of the building or down the stairways or other passages.
12. Lessee and its employees, agents and invitees shall park their vehicles only in those parking areas designated by Lessor. Lessee shall furnish Lessor with static automobile license numbers of Lessee's vehicles and its employees' vehicles within five days after taking possession of the leased premises and shall notify Lessor of any changes within five days after such change occurs. Lessee shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the leased premises or project. If Lessee or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Lessor, after giving written notice to Lessee of such violation, shall have the right to remove such vehicles at Lessee's expense.
13. Parking in parking garage or area shall be in compliance with all parking rules and regulations including any sticker or other identification system established by Lessor. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking garage or area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on Lessor or be deemed to interfere with Lessee's right to possession of its leased premises. Vehicles must be parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by Lessor. Parking stickers or other forms of identification supplied by Lessor shall remain the property of Lessor and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for damage to vehicles or persons is assumed by the owner of the vehicle or its driver.
14. Movement in or out of the building of furniture or office supplies and equipment, or dispatch or receipt by Lessee of any merchandise or materials which requires use of elevators or stairways, or movement through the building entrances, or common, plaza or parking garage, shall be restricted to hours designated by Lessor. All such movement shall be under supervision of Lessor and carried out in the manner agreed between Lessee and Lessor by prearrangement before performance. Such prearrangement will include determination by Lessor of time, method, and routing of movement and limitations imposed by safety or other concerns which may prohibit any article, equipment or any other item from being brought into the building. Lessee assumes, and shall indemnify Lessor against, all risks and claims of damage to persons and property arising in connection with any said movement.
15. Lessor shall not be liable for any damages from the stoppage of elevators for necessary or desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.
16. Lessee shall not lay floor covering within the leased premises without written approval of the Lessor. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
17. Lessee agrees to cooperate and assist Lessor in the prevention of canvassing, soliciting and peddling within the building or project. Lessee shall not solicit business, distribute handbills or other advertising matter or hold demonstrations in the parking, plaza or common areas.
18. Lessor reserves the right to exclude from the shopping center during all hours in which the shopping center is closed, all persons who are not known to the shopping center security personnel and who do not present a pass to the building signed by the Lessee. Each Lessee shall be responsible for all persons for whom he supplies a pass.
19. Lessee shall keep the leased premises, store fronts, sidewalks, serviceways and loading areas adjacent to the leased premises neat, clean and free from garbage. Lessee shall store all trash and garbage within the areas designated by Lessor for such trash storage and only in receptacles of the size, design and color from time to time prescribed by Lessor. Removal of garbage and trash shall be made only in the manner and areas and at the times from time to time prescribed by Lessor.
20. Lessee shall maintain and keep operational all electric signs within display areas at all times prescribed by Lessor for the shopping center.
21. Lessee shall not place goods, wares or merchandise or other articles in any vestibule or entry into the leased premises without Lessor's prior written consent.
22. It is Lessor's desire to maintain in the shopping center the highest standard of dignity and good taste consistent with comfort and convenience for Lessees. Any action or condition not meeting this high standard should be reported directly to Lessor. Your cooperation will be mutually beneficial and sincerely appreciated. Lessor reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the leased premises and for the preservation of good order therein.

Lessee accepts the leased premises "as is", whether the leased premises are in shell form or have been previously occupied. Any finish-out construction or refurbishing work, including all utility connections, shall be performed by Lessee. At the completion of the construction to be done by Lessee, Lessor shall pay Lessee a finish-out allowance not to exceed \$148,600.00 as set forth below. This paragraph is subject to the following terms and conditions:

1. Lessee's plans and specifications must be approved by Lessor in writing prior to the commencement of construction. All work shall be performed in conformance with such approved plans and specifications in a good and workmanlike manner and in compliance with all applicable laws, rules, codes, ordinances and regulations. Lessee, at Lessee's sole cost and expense, shall obtain all permits required prior to commencement of construction.
2. Lessee shall provide Lessor with a complete list of contractors and subcontractors who will be performing work in or on the leased premises. Lessor, in its sole discretion, shall have the right to reject any contractor or subcontractor.
3. Lessee shall furnish Lessor a Certificate of Insurance naming Lessor as an additional insured on Lessee's liability insurance in the form attached hereto and in the amount of coverage as set forth therein.
4. If work is performed by Lessee on parts of the building that are presently under warranty from other contractors or subcontractors, including but not limited to the roof, heating, ventilating and air conditioning systems, electrical and sprinkler systems, such work shall be done by Lessor's contractor or subcontractor who is responsible under the Warranty.
5. Upon completion of the work, Lessor's architect shall inspect the leased premises to insure that the work has been performed in accordance with the approved plans and specifications. Upon acceptance of the work by Lessor's architect, receipt of lien waivers from all contractors and subcontractors who performed work on the leased premises, paid receipts or other evidence substantiating the actual cost of the work done and the issuance of a certificate of occupancy, Lessor will pay Lessee the amount of the finish-out allowance set forth above, or the actual cost of the work done, whichever is less.
6. Lessee shall hold Lessor harmless from and indemnify Lessor against any and all liability, costs, expenses, including attorney's fees, claims, demands, or causes of action for damage to persons or property arising out of or in connection with the work performed by Lessee, its employees, agents, contractors or subcontractors.

EXHIBIT "C"
LESSEE'S PLANS AND SPECIFICATIONS

BOOK

72 PAGE 474

PLEASE
INITIAL

[Handwritten signature]
[Handwritten initials]

EXHIBIT "D"
SOUTHAVEN COMMONS
SIGN CRITERIA AND SPECIFICATIONS

I. GENERAL

- A. The purpose of our sign criteria is to inform the Lessee of the framework within which the Lessor will review and approve all signs to be erected in the shopping center by the Lessee. There will be no deviation from or modification of the criteria set forth. Prior to installation, all signs must be approved by Lessor and the proper governing authority. When "General" requirements are mentioned, the Lessor reserves the sole right to interpret them. Nothing hereinafter stated shall be construed as limiting the Lessor's right to require modification to signs prior to its approving them or to modify these criteria at its sole discretion. Each sign will be reviewed on its merits and relationship to the total design of the shopping center. The Lessor's decision is final.
- B. Only one (1) sign per Lessee permitted except lessees with frontage on two (2) sides of building, where Lessor may permit two (2) signs. Sign and mounting shall not stain or discolor building or walkways. Previous mounting holes shall be filled or repaired to match facade upon installation. Sign shall be maintained in good repair and alignment. Sign must be contained within fascia area directly in front of Lessee's space. Sign shall be attached to the fascia as indicated by the attached sign section drawing.
- C. Sign text will be limited to the Lessee's trade name as it appears on the Lease. No logos will be permitted.
- D. Lessee and sign company shall be liable and shall bear all costs for removal and/or correction of signs, sign installation, and damage to the building, by sign installations that do not conform to the criteria and that do not conform to the city or governing authority's sign code. Lessor shall have no liability for any costs or non-conformities for the Lessee's sign.
- E. Lessee shall not be allowed to open for business without approved required signs in place. Failure to open for this reason shall not excuse the Lessee from the performance of its obligations under the Lease.

II. TYPE SIGN PERMITTED

Only individual mounted, illuminated, all aluminum letters on raceway with plastic faces and bronze jewlite retainers on the front of the building.

III. LETTER STYLE

Letter style shall be any style (upper & lower case), but must be approved by the Lessor in writing, prior to fabrication.

IV. COLORS

The exterior portion of the metal letters shall be #313 Duronodic Bronze. Retainers shall be bronze trim cap jewlite. Raceway shall be painted to match the brick fascia. Paint color shall be provided by Lessor. The plastic face shall be 1/8" thick and the following color: Rohm & Haas White W-7328.

LESSOR
LESSEE

SIGN CRITERIA AND SPECIFICATIONS - SOUTHAVEN (2 of 3)

V. SIZE OF LETTERS

- A. Depth is to be 5".
- B. Sign to consist of individual letters, not to exceed 2'6" in height, multiple rows of letters not to exceed 36" including space between rows. At no point shall letters be smaller than 12". Maximum building signage shall not exceed 1 square foot per linear store front footage with any tenant receiving a minimum of 35 square feet.
- C. All signs shall be not more than 80% of the storefront measured in linear feet and centered on the storefront.
- D. All signs shall be centered vertically on the brick sign fascia and horizontally with the tenant space.
- E. Notwithstanding the above size requirements, all signs shall conform to the city or governing authority's sign code.

VI. LETTER CONSTRUCTION

- A. No armor ply or wooden back letters.
- B. No channel lume letters.
- C. Fabricated aluminum letters (.063 min.).

VII. RACEWAY CONSTRUCTION

Metal 6" X 8" aluminum raceway painted to match the brick fascia. Color to be provided by Lessor. Raceway shall be attached to the bottom of the sign. Raceway shall be located such that connections to the brick fascia shall be through mortar joints only.

- VIII. Neon shall not be a noticeable source of light when sign is illuminated, 6500 degrees white in color, 15 MM tubing using 30 MA transformers. Only illuminated signs will be permitted on sign fascia.

IX. INSTALLATION

All letters will be individually mounted on raceway and grounded with flexible conduit to meet U.L. standards. All letters must be installed with hidden rust proof hardware. No exposed wiring permitted.

Secondary wiring shall be enclosed with rigid conduit to meet National Electrical Code. Supply to the raceway shall be through a hole drilled through the sign fascia and attached to the letter of word.

TRANSFORMERS

Transformers shall be all copper wound "GE/France" or equal with no more than 50' of neon loaded per transformer. All transformers should be grounded.

XI. THE FOLLOWING ARE PROHIBITED:

- A. No exterior signs are to be placed on building wall elevation.
- B. No portable signs are permitted without express written permission from Lessor.
- C. No window signs are allowed without the expressed written approval of the Lessor.
- D. Flashing, rotating, or moving signs are prohibited.
- E. Box, cube, or panel signs are prohibited.
- F. No vacuum formed plastic or injection molded plastic signs.
- G. Sign company name shall be displayed on small letters on the bottom of the aluminum wireway only.

SIGN CRITERIA AND SPECIFICATIONS - SOUTHAVEN (3 of 3)

XII. SECONDARY SIGNAGEEntrance Door Graphics

Address numbers shall be centered above entry door as shown on the attached drawing. Numbers shall be 4" white vinyl die cut, Helvetica medium.

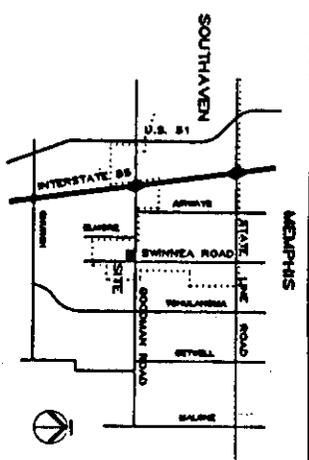
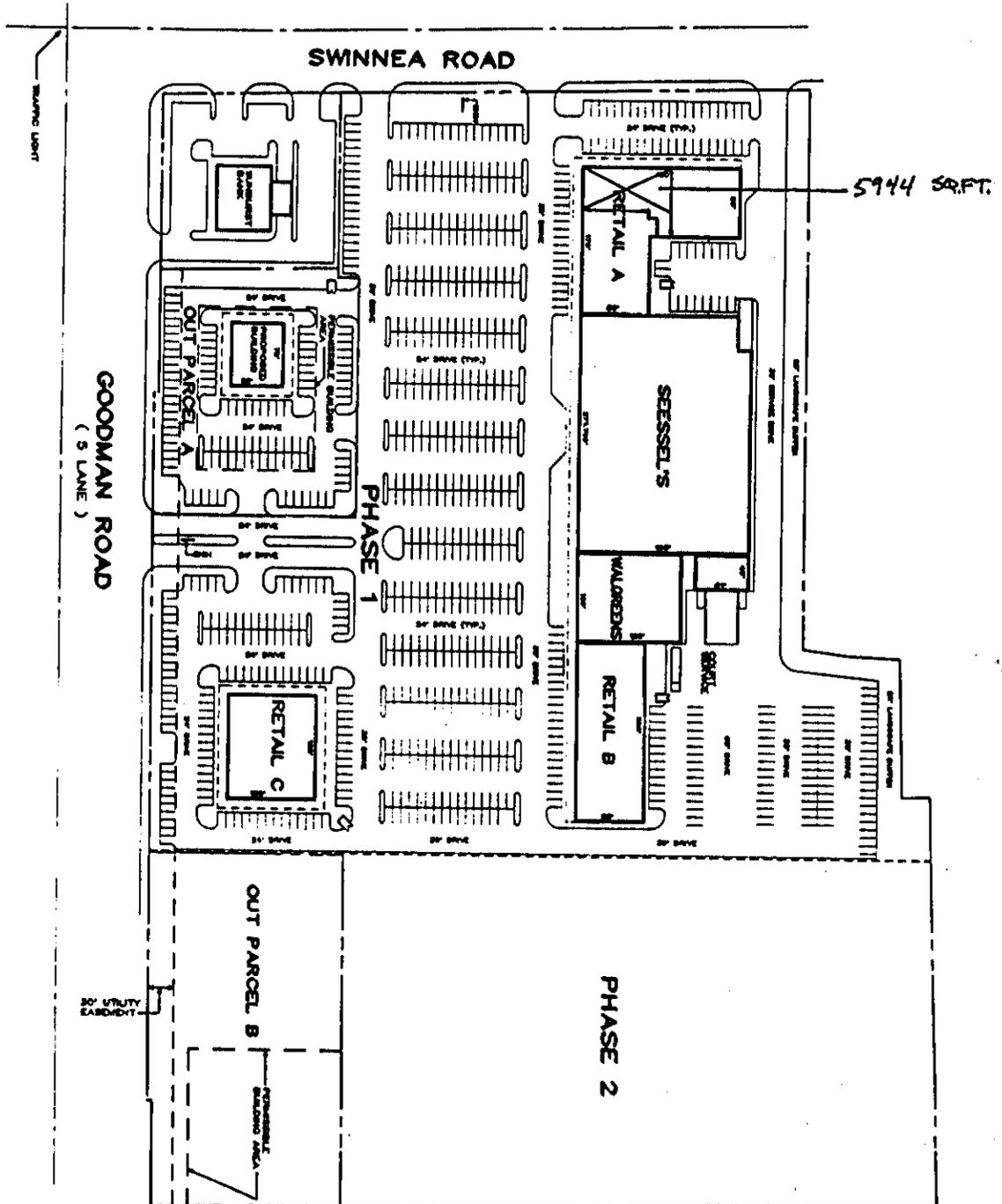
Rear Door Graphics

All rear doors shall have an identification sign as shown on the attached drawing.

For all entrance door and rear door graphics, all signs shall be installed by Lessor at Lessee's expense.

XIII. Prior to fabrication, three complete sets of drawings must be submitted to this Lessor for approval showing:

- A. Elevation of storefront showing sign (drawn to accurate scale) with dimensions of height and length of letter and sign.
- B. Cross Section through sign letter showing location of signs relative to the storefront line and showing the dimensions and projection of the face of the letter from the face of the brick facade.
- C. Colors, material, electrical services.



PROJECT DATA

PROJECT LAND AREA - PHASE 1 12,824 ACRES
 OUT PARCEL A 1,458 ACRES
 PROJECT LAND AREA - PHASE 2 8,012 ACRES
 OUT PARCEL B 1,993 ACRES
 TOTAL LAND AREA 22,286 ACRES

BUILDING AREA - PHASE 1

RETAIL 21,600 S.F.
 RETAIL A 16,480 S.F.
 RETAIL B 12,000 S.F.
 RETAIL C 50,080 S.F.
 TOTAL RETAIL AREA 83,940 S.F.
 SENSEL'S 53,940 S.F.
 WALGREENS 12,000 S.F.
 TOTAL BUILDING AREA 115,720 S.F.
 PARKING REQUIRED 674 CARS
 PARKING PROVIDED 678 CARS
 HANDICAPPED PARKING 18 CARS



SOUTHAVEN COMMONS
 SOUTHAVEN, MISSISSIPPI

Member Development of
Weston
 Commercial
 (601) 942-8100

NO.	DATE	REVISIONS	DATE	REVISIONS

Weston
 Design, Inc.
 Memphis Tennessee

PLEASE INITIAL

1. The undersigned Guarantor, in consideration of the direct and material benefits that will accrue to Guarantor, and for the purpose of inducing Lessor to execute the foregoing Lease, absolutely and unconditionally guarantees the payment and performance of, and agrees to pay and perform as primary obligor, all liabilities, obligations and duties (including but not limited to payment of rent) imposed upon the Lessee under the terms of the foregoing Lease as if Guarantor had executed the Lease as Lessee.

2. Guarantor recognizes that the obligations under this Guaranty are absolute and unconditional, and that Lessor and its successors and assigns shall have the right to demand performance from and proceed against Guarantor or Guarantor's collateral for enforcement of the obligations under this Guaranty without the necessity of first proceeding against or demanding performance by Lessee of or with respect to any obligation, duty or liability under the Lease.

3. Guarantor expressly waives notice of acceptance of this Guaranty, demand, notice of dishonor, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Lessee's default under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference thereto or in handling or pursuing any of Lessor's rights under the Lease. Guarantor's obligations hereunder shall not be altered nor shall Lessor be liable to Guarantor because of any action or inaction of Lessor in regard to a matter waived or notice of which is waived by Guarantor.

4. Lessor need not notify Guarantor that Lessor has sued Lessee; but if Lessor gives written notice to Guarantor that it has sued Lessee, Guarantor shall be bound by any judgment or decree therein.

5. Guarantor's liability shall not be affected by any change of status of Lessee through merger, consolidation, or otherwise, and this Guaranty shall continue and shall cover all liabilities, obligations and duties under the Lease.

6. Lessor may sue any Guarantor without impairing Lessor's rights against the other Guarantors, with or without making Lessee a party. Guarantor's liability shall not be affected by any indulgence, release, compromise or settlement agreed upon by Lessee and Lessor, bankruptcy or similar proceeding instituted by or against Lessee, or any Lease termination to the extent Lessee continues to be liable.

7. This Guaranty shall be irrevocable, and, in the event of the death of any Guarantor who is a natural person, shall continue in full force and effect against such Guarantor's estate.

8. Lessor's action or inaction with respect to any of its right under the law or any agreement shall not alter the obligation of Guarantor hereunder. Lessor may pursue any remedy against Lessee or under any other Guaranty without altering the obligations of Guarantor hereunder, and without liability to Guarantor even though Lessor's pursuit of such remedy may result in Guarantor's loss of rights of subrogation, or to proceed against others for reimbursement or contribution, or any other right. No payment by a Guarantor shall entitle him, by subrogation or otherwise, to any rights against Lessee prior to the payment of all obligations under the Lease.

9. If Guarantor becomes liable for any indebtedness owing by Lessee to Lessor, by endorsement or otherwise, other than under the Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Lessor hereunder shall be cumulative of any and all other rights that Lessor may ever have against Guarantor. The exercise by Lessor of any rights or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other rights or remedy.

10. Guarantor agrees to pay reasonable attorney's fees and other collection costs if this Guaranty is placed in the hands of an attorney for collection.

11. All payments by Guarantor will be made to Lessor at the address of Lessor set forth in the Lease.

12. In the event any condition of this Guaranty shall be found illegal or invalid for any reason, the remaining provisions shall be interpreted and construed as if the illegal or invalid provision was not a part of the Guaranty. The unenforceability or invalidity, as determined by a court of competent jurisdiction, of any provision of this Guaranty as to any Guarantor shall not render unenforceable or invalid any other provision as to any other Guarantor.

13. This Guaranty shall be binding upon Guarantor, Guarantor's successors, heirs and assigns, and shall inure to the benefit of Lessor, its successors and assigns. Each gender shall include all genders, and the singular shall include the plural and the plural the singular, as the context shall require. This Guaranty is made under and shall be governed by and construed in accordance with the laws of the state in which the leased premises is situated.

EXECUTED this 28 day of July, 1994.

Guarantor:

William C. Willis, Jr.
(Type Name of Guarantor)

(Signature)

(Title)

9603 Deerwalk Cove

(Street Address)

Germantown, TN 38139

(City, State, Zip Code)

1. The undersigned Guarantor, in consideration of the direct and material benefits that will accrue to Guarantor, and for the purpose of inducing Lessor to execute the foregoing Lease, absolutely and unconditionally guarantees the payment and performance of, and agrees to pay and perform as primary obligor, all liabilities, obligations and duties (including but not limited to payment of rent) imposed upon the Lessee under the terms of the foregoing Lease as if Guarantor had executed the Lease as Lessee.
2. Guarantor recognizes that the obligations under this Guaranty are absolute and unconditional, and that Lessor and its successors and assigns shall have the right to demand performance from and proceed against Guarantor or Guarantor's collateral for enforcement of the obligations under this Guaranty without the necessity of first proceeding against or demanding performance by Lessee of or with respect to any obligation, duty or liability under the Lease.
3. Guarantor expressly waives notice of acceptance of this Guaranty, demand, notice of dishonor, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Lessee's default under the Lease), diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference thereto or in handling or pursuing any of Lessor's rights under the Lease. Guarantor's obligations hereunder shall not be altered nor shall Lessor be liable to Guarantor because of any action or inaction of Lessor in regard to a matter waived or notice of which is waived by Guarantor.
4. Lessor need not notify Guarantor that Lessor has sued Lessee; but if Lessor gives written notice to Guarantor that it has sued Lessee, Guarantor shall be bound by any judgment or decree therein.
5. Guarantor's liability shall not be affected by any change of status of Lessee through merger, consolidation, or otherwise, and this Guaranty shall continue and shall cover all liabilities, obligations and duties under the Lease.
6. Lessor may sue any Guarantor without impairing Lessor's rights against the other Guarantors, with or without making Lessee a party. Guarantor's liability shall not be affected by any indulgence, release, compromise or settlement agreed upon by Lessee and Lessor, bankruptcy or similar proceeding instituted by or against Lessee, or any Lease termination to the extent Lessee continues to be liable.
7. This Guaranty shall be irrevocable, and, in the event of the death of any Guarantor who is a natural person, shall continue in full force and effect against such Guarantor's estate.
8. Lessor's action or inaction with respect to any of its right under the law or any agreement shall not alter the obligation of Guarantor hereunder. Lessor may pursue any remedy against Lessee or under any other Guaranty without altering the obligations of Guarantor hereunder, and without liability to Guarantor even though Lessor's pursuit of such remedy may result in Guarantor's loss of rights of subrogation, or to proceed against others for reimbursement or contribution, or any other right. No payment by a Guarantor shall entitle him, by subrogation or otherwise, to any rights against Lessee prior to the payment of all obligations under the Lease.
9. If Guarantor becomes liable for any indebtedness owing by Lessee to Lessor, by endorsement or otherwise, other than under the Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Lessor hereunder shall be cumulative of any and all other rights that Lessor may ever have against Guarantor. The exercise by Lessor of any rights or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other rights or remedy.
10. Guarantor agrees to pay reasonable attorney's fees and other collection costs if this Guaranty is placed in the hands of an attorney for collection.
11. All payments by Guarantor will be made to Lessor at the address of Lessor set forth in the Lease.
12. In the event any condition of this Guaranty shall be found illegal or invalid for any reason, the remaining provisions shall be interpreted and construed as if the illegal or invalid provision was not a part of the Guaranty. The unenforceability or invalidity, as determined by a court of competent jurisdiction, of any provision of this Guaranty as to any Guarantor shall not render unenforceable or invalid any other provision as to any other Guarantor.
13. This Guaranty shall be binding upon Guarantor, Guarantor's successors, heirs and assigns, and shall inure to the benefit of Lessor, its successors and assigns. Each gender shall include all genders, and the singular shall include the plural and the plural the singular, as the context shall require. This Guaranty is made under and shall be governed by and construed in accordance with the laws of the state in which the leased premises is situated.

EXECUTED this ___ day of _____, 1994.

Guarantor:
Donna A. Willis
 (Type Name of Guarantor)
Donna A. Willis
 (Signature)
Vice President
 (Title)
2603 Deerwalk Cove
 (Street Address)
Germantown, TN 38139
 (City, State, Zip Code)

EXHIBIT "G"
ADDENDUM TO LEASE
BETWEEN
WESTON RETAIL MANAGEMENT COMPANY, INC. BOOK
AS AGENT FOR
WESTCO DEVELOPMENT #3, INC., LESSOR
AND
THE ITALIAN OVEN OF SOUTHAVEN, L.L.C.

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1. RENT SCHEDULE

Months 1-12	\$11.65 per square foot, or \$69,247.60 per year, or \$5,770.63 per month
Months 13-24	\$12.65 per square foot, or \$75,191.60 per year, or \$6,265.97 per month
Months 25-36	\$13.65 per square foot, or \$81,135.60 per year, or \$6,761.30 per month
Months 37-120	\$15.15 per square foot, or \$90,051.60 per year, or \$7,504.30 per month

2. EXCLUSIVE: During the primary term of this Lease and any extension or renewal period thereof, Lessor shall not lease space within the shopping center (as shown in Exhibit "E" of this lease) to any full service Italian restaurant (by way of example, and not by limitation: The Olive Garden or Macaroni Grill). This exclusive shall not apply to a carry-out or dine-in pizza use (by way of example, and not by limitation: Papa John's or Little Caesars), nor shall this exclusive apply to any Lessee (lease) occupying space within the shopping center prior to the commencement of this Lease. Furthermore, Lessor shall not sell any outparcel (as shown in Exhibit "E" of this lease) to any full service Italian restaurant (by way of example, and not by limitation: The Olive Garden or Macaroni Grill). This shall not preclude Lessor from selling an outparcel to a pizza restaurant (by way of example, and not by limitation: Pizza Hut or Mazzio's).
3. Section 3.05: The Italian Oven, Inc., its employees and agents shall have the right to enter the Premises at all reasonable times and without notice to make any modifications necessary to protect The Italian Oven, Inc.'s Proprietary Marks or to cure any default under this Lease (or the Lessee's Franchise Agreement with The Italian Oven, Inc.).
4. Section 9.02: (a) Lessee shall not assign, sublet or permit to be occupied or used by anyone other than Lessee or its employees all or any part of the Premises without having received the prior written consent of The Italian Oven, Inc. No such consent or approval, if granted, shall be deemed to permit any subsequent assignment or subletting, and each and every subsequent assignment or subletting, will require the express written approval of The Italian Oven, Inc. (b) Lessee's request for consent shall be in writing and contain (1) the name, address and description of business of the proposed assignee or sublessee; (2) a statement of the intended use of the Premises; and (3) the terms and conditions of the proposed assignment or subletting. (c) Lessee shall not extend the term or renew this Lease without the prior written consent of The Italian Oven, Inc. Lessor hereby acknowledges and agrees that any extension of the term or renewal of this Lease shall not become binding and enforceable until The Italian Oven, Inc. shall have given its written consent thereto. (d) Upon Lessee's default or termination under this Lease, Lessee's franchise agreement with The Italian Oven, Inc., or upon transfer of the restaurant to The Italian Oven, Inc., Lessor's consent will not be required in connection with Lessee's assignment of this Lease to The Italian Oven, Inc. (e) Any failure of Lessee to strictly comply with the terms of this Section 9.02 shall be a default under the terms of Lessee's Franchise Agreement with The Italian Oven, Inc.
5. Section 1.06: Lessee shall only use and occupy the Premises as an Italian restaurant under the name "The Italian Oven." Lessee shall not use or occupy the Premises for any other purpose or business without the prior written consent of The Italian Oven, Inc.
6. Section 14.07: Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such party hereby agrees to provide a copy of such notice to The Italian Oven, Inc. in the same manner as that notice was given to the other party at the address below:
- | | |
|---|---|
| The Italian Oven, Inc.
Eleven Lloyd Avenue
Latrobe, PA 15650-1761
ATTN: Ralph Guarino, President | with a copy to: Doepken Keevican Weiss & Medved
37th Floor, USX Tower
Pittsburgh, PA 15219
ATTN: Jeffrey W. Letwin |
|---|---|
7. Section 10.01: Lessor hereby acknowledges the security interest of The Italian Oven, Inc. in certain ovens located in the Premises. Lessor hereby agrees to waive any interest in such ovens and to execute a Lessor waiver (Landlord's waiver) regarding such ovens.
8. Memorandum of Lease: A memorandum of this Lease shall be recorded in the recorder's office for the county in which the Premises is located. A copy of this memorandum with the recorder's notation indicating that it has been recorded shall be delivered to The Italian Oven, Inc. by Lessee as soon as possible.

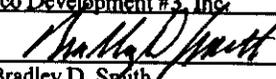
LESSOR

LESSEE

Weston Retail Management Company, Inc. as Agent for

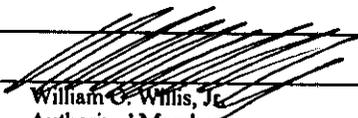
The Italian Oven of Southaven, L.L.C.

Westco Development #3, Inc.

By: 

Bradley D. Smith
Senior Vice President

(Type Name and Title)

By: 

William G. Willis, Jr.
Authorized Member

(Type Name and Title)

SUBORDINATION OF LANDLORD'S LIEN

THIS AGREEMENT made and entered into by and among _____

_____ ("Lessee"),

_____ ("Lessor"), and

_____ ("Secured Party");

WITNESSETH:

WHEREAS, Lessee is presently leasing from Lessor certain premises located at _____
_____ Street Address _____ City _____ State _____ Zip
(the "leased premises") by that certain Commercial Lease Agreement dated the _____ day of _____, 19__ (the "Lease"); and

WHEREAS, Secured Party has agreed to make a loan or loans to Lessee to be secured by the property described in Exhibit "A" attached hereto and incorporated by reference as if set out in full at this point.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, and of disbursement of said loan or loans,

IT IS MUTUALLY AGREED BY AND BETWEEN ALL PARTIES HERETO, as follows:

- (a) As of the date set forth below, Lessee is not in default under the Lease.
- (b) The property of Lessee situated on the leased premises and described in Exhibit "A" does not constitute fixtures or any part of the real estate of Lessor.
- (c) Lessor subordinates its liens in the property described in Exhibit "A" to all liens in favor of Secured Party securing the loan or loans to Lessee until payment in full thereof.
- (d) If Secured Party fails to remove such property from the leased premises within thirty days after receipt of written notice from Lessor that Lessee is in default under the Lease, then this Subordination Agreement shall automatically become null and void. Secured Party agrees to remove the property described in Exhibit "A" (and Lessee agrees to such removal) even though Lessee may not be in default in its obligations to Secured Party.
- (e) Secured Party agrees to remove all debris and repair any damage arising out of its removal of the property described in Exhibit "A" from the leased premises.

LESSOR: EXECUTED this _____ day of _____, 19__.

By: _____
Its: _____

SECURED PARTY:

LESSEE:

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

MODIFICATION AND RATIFICATION OF LEASE

The undersigned Weston Retail Management Company, Inc., as Agent for Westco Development #3, Inc. (hereinafter called Lessor), of Memphis, County of Shelby, State of Tennessee, and Ovens of Southaven, L.L.C. (hereinafter called Lessee), in consideration of One Dollar (\$1.00) and other considerations, hereby agree between themselves as follows:

A. That certain Lease from Lessor to The Italian Oven of Southaven, L.L.C., dated August 24, 1994 (the "Lease") for the rental of the following described property ("leased premises"):

975 Goodman Road, Suite 21, City of Southaven, County of DeSoto, State of Mississippi, also known as Weston Job No. 94181

is hereby modified as follows:

Section 1.01 Parties: The Lessee is hereby changed from The Italian Oven of Southaven, L.L.C., to Ovens of Southaven, L.L.C.

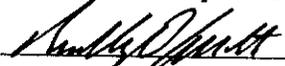
Except as modified herein, all other provisions of said Lease are hereby ratified.

Signed at Memphis, TN this 9 day of December, 1994.

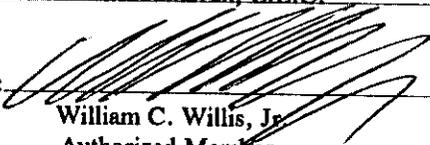
LESSOR

LESSEE

Weston Retail Management Company, Inc., as
Agent for Westco Development #3, Inc.

BY: 
Bradley D. Smith
Senior Vice President

Ovens of Southaven, L.L.C.

X BY: 
William C. Willis, Jr.
Authorized Member

ACKNOWLEDGMENTS FOR LESSOR AND LESSEE

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared William C. Willis, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be a Member of Owens of Southaven, L.L.C. the within named bargainor, a corporation, and that he as such Member executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Member.

WITNESS my hand and Official Seal at office this 9 day of December, 19 94.

Denise P. Kelsae
Notary Public

My Commission Expires:

9-1-97



STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

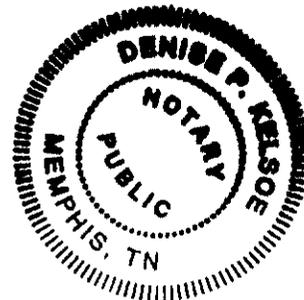
BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Bradley D. Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the Senior Vice President of Weston Retail Management Company, Inc. as Agent for Westco Development #1, Inc. the within named bargainor, a corporation, and that he as such Senior Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Senior Vice President.

WITNESS my hand and Official Seal at office this 9 day of December, 19 94.

Denise P. Kelsae
Notary Public

My Commission Expires:

9-1-97



MODIFICATION AND RATIFICATION OF LEASE

The undersigned Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc. (hereinafter called Lessor), of Memphis, County of Shelby, State of Tennessee, and Ovens of Southaven, L.L.C. (hereinafter called Lessee), in consideration of One Dollar (\$1.00) and other considerations, hereby agree between themselves as follows:

A. That certain Lease from Lessor to Lessee dated August 24, 1994 together with amendment dated December 9, 1994, (the "Lease") for the rental of the following described property ("leased premises"):

975 Goodman Road, Suite 21, City of Southaven, County of DeSoto, State of Mississippi, also known as Weston Job No. 94181

is hereby modified as follows:

- 1. Section 103 Term: The commencement date of the Lease is hereby changed from December 1, 1994 to January 1, 1995 and the expiration date is hereby changed from November 30, 2004 to December 31, 2004

Except as modified herein, all other provisions of said Lease are hereby ratified.

Signed at MEMPHIS, TN. this 23 day of March, 1995.

LESSOR

LESSEE

Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc.

Ovens of Southaven, L.L.C.

BY: *Bradley D. Smith*
Bradley D. Smith
Senior Vice President

BY: *William C. Willis, Sr.*
William C. Willis, Sr.
Authorized Member

ACKNOWLEDGMENTS FOR LESSOR AND LESSEE

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

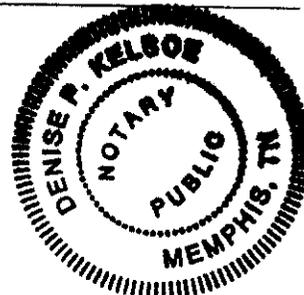
BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Bradley D. Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the President of Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc. the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and Official Seal at office this 24 day of March, 1995 .

Denise P. Kelsoe

Notary Public

My Commission Expires:
MY COMMISSION EXPIRES SEPT. 1, 1997



STATE OF MISSISSIPPI)
Tennessee) ss.
COUNTY OF DESOTO)
Shelby)

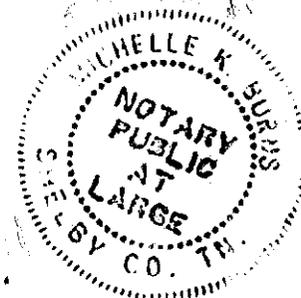
BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared William C. Willis, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be an Associated Member of Ovens of Southaven, L.L.C. the within named bargainor, a corporation, and that he as such Associated Member executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Associated Member.

WITNESS my hand and Official Seal at office this 20th day of March, 1995 .

Michelle K. Burns

Notary Public

My Commission Expires:
December 23, 1997



MODIFICATION AND RATIFICATION OF LEASE

The undersigned Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc. (hereinafter called Lessor), of Memphis, County of Shelby, State of Tennessee, and Ovens of Southaven, L.L.C. (hereinafter called Lessee), in consideration of One Dollar (\$1.00) and other considerations, hereby agree between themselves as follows:

A. That certain Lease from Lessor to Lessee dated August 24, 1994 together with amendment dated December 9, 1994, and March 23, 1995, (the "Lease") for the rental of the following described property ("leased premises"):

975 Goodman Road, Suite 21, City of Southaven, County of DeSoto, State of Mississippi, also known as Weston Job No. 94181

is hereby modified as follows:

1. Section 1.03 Term: The expiration date of the Lease is hereby changed from December 31, 2004 to March 31, 2005.

2. Section 1.04 Base Rent and Security Deposit: The base rent for the period September 1, 1995 through December 31, 1995 shall be reduced to \$2,885.32 per month, and for the period from January 1, 1996 through February 29, 1996 shall be reduced to \$3,132.99. After such period, the base rent shall be reestablished to the amount as stated in the Lease dated August 24, 1994 and the Modification Radification of Lease dated March 23, 1995.

Except as modified herein, all other provisions of said Lease are hereby ratified.

Signed at Memphis, TN this 17 day of June, 1996.
 LESSOR

LESSEE

Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc.

Ovens of Southaven, L.L.C.

BY: 
 Bradley D. Smith
 Senior Vice President

BY: 
 William C. Willis, Jr.
 Authorized Member

ACKNOWLEDGMENTS FOR LESSOR AND LESSEE

STATE OF TENNESSEE)
) ss.
COUNTY OF SHELBY)

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Bradley D. Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the President of Weston Retail Management Co., Inc., as Agent for Westco Development #3, Inc. the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President

WITNESS my hand and Official Seal at office this 17 day of June, 1996.

Denise P. Kelsce
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 1, 1997



Tennessee
STATE OF MISSISSIPPI)
shelby) ss.
COUNTY OF DESOTO)

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared William C. Willis, Jr. with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be an Associated Member of Ovens of Southaven, L.L.C. the within named bargainor, a corporation, and that he as such Associated Member executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Associated Member

WITNESS my hand and Official Seal at office this 13 day of June, 1996.

Weather Media
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JUNE 22, 1999

