

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this 3rd day of July, 2023 ("Effective Date"), by and between 205 20th Street North MT, LLC ("Landlord") and JOHIN'NA LLC d/b/a JOHIN'NA ("Tenant") (individually a "Party" and together the "Parties").

W I T N E S S E T H

1. Certain Definitions.

- (a) Landlord: 205 20th Street North MT, LLC
- (b) Landlord's Address: 1820 3rd Avenue North, Unit 301
Birmingham, AL 35203
Attention: Property Manager
- (c) Tenant: JOHIN'NA LLC d/b/a JOHIN'NA
- (d) Tenant's Address: Synqua Love
8230 Baptist Campground Road
Northport, Alabama 35475
- (d) Guarantor(s): Natasha Spriggs
Synqua Love
- (e) Guarantor Address(es): Synqua Love
8230 Baptist Campground Road
Northport, Alabama 35475

Natasha Spriggs
7734 Mason Avenue
Winnetka, California 91306
- (e) Premises or Demised Premises: Those certain premises Landlord is leasing to Tenant located at the Premises Number at the Building Address and as further depicted as the "Restaurant Space" and the "Courtyard and Atrium" on Exhibit "A" hereto.
- (f) Building Address: "The Frank" Building
205 20th Street North
Birmingham, AL 35203
- (g) Premises Number: _____
- (h) Rentable Floor Area of Demised Premises: Approximately 2,505 square feet for the "Restaurant" (depicted on Exhibit "A" as the

“Restaurant Space”) and 2,074 square feet for the “Atrium” (depicted on Exhibit “A” as the “Courtyard & Atrium”) for a total of 4,579 square feet

- (i) Rentable Floor Area of Building: 123,787 rentable square feet, subject to some minimal, mutually agreeable change based upon further development of Building
- (j) Commencement Date or Lease Commencement Date: The date on which Landlord delivers the Premises to Tenant
- (k) Base Rent Commencement Date: Six (6) months after the Commencement Date
- (l) Initial Lease Term: A period of six (6) years following the Lease Commencement Date
- (m) Option Term: Two (2), Three (3) year renewal options
- (n) Operating Expenses: Tenant’s proportionate share of Operating Expenses is initially estimated to be \$6.10 per square foot of the Rentable Floor Area of Demised Premises per annum, plus the property management fee, as further described in this Lease. This amount is an estimate only, and the actual amounts shall be determined as further described in this Lease.
- (o) Base Rental: \$35/square foot for the Restaurant and \$17.50/square foot for the Atrium, subject to a three percent (3%) annual increase

LEASE YEAR	ANNUAL RENT RATE	
	MONTHLY	PER SQUARE FOOT
Lease Year 1 (Months 1-12)	\$10,330.75	\$123,969.00
Lease Year 2 (Months 13-24)	\$10,640.67	\$127,688.07
Lease Year 3 (Months 25-36)	\$10,959.89	\$131,518.71
Lease Year 4 (Months 37-48)	\$11,288.69	\$135,464.27
Lease Year 5 (Months 49-60)	\$11,627.35	\$139,528.20
Lease Year 6 (Months 61-72)	\$11,976.17	\$143,714.05
Lease Year 7 (Months 73-84)	\$12,335.46	\$148,025.47
Lease Year 8 (Months 85-96)	\$12,705.52	\$152,466.23
Lease Year 9 (Months 97-108)	\$13,086.69	\$157,040.22
Lease Year 10 (Months 109-120)	\$13,479.29	\$161,751.43

As used in this rent table, if the Lease Commencement Date is not the first day of the calendar month, Month 1 shall include the partial month in which the Lease Commencement Date falls and the first full calendar month thereafter. Base Rental for any partial month shall be prorated on a per-diem basis.

- (p) Security Deposit: \$10,330.75

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| (q) | Tenant Improvement Allowance: | An amount up to \$275,000.00, to be provided upon the terms and conditions contained in this Lease |
| (r) | Brokers: | SRS Real Estate Partners-Southeast, LLC is the agent of the Landlord with respect to this Lease. Barnes & Associates is the agent of Tenant with respect to this Lease. |

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Lease.

2. Lease of Premises. Landlord, in consideration of the covenants and agreements to be performed by Tenant, and upon the terms and conditions herein stated, does hereby rent and lease unto Tenant, and Tenant does hereby rent and lease from Landlord, those certain premises (the “Demised Premises” or the “Premises”) located at the Building Address, which Demised Premises are shown on the floor plan attached hereto as Exhibit “A” and by this reference made a part hereof, with no easement for light, view or air included in the Demised Premises or being granted hereunder. The “Project” is comprised of the Premises, any walkways or other means of access to the Premises, all common areas owned or controlled by Landlord (“Common Areas”), including any lobbies or plazas, and any other improvements, seating areas, parking areas, or landscaping on or about the Project located at the Building Address. Landlord reserves the right at any time to change the name of either the Project or the Building. Subject to the terms hereof, Landlord grants to Tenant and its employees, agents, customers, and invitees a non-exclusive right during the Lease Term to use the Common Areas, in common with Landlord and the other tenants of Landlord and such parties’ employees, agents, customers, and invitees right to use the same.

3. Term. The term of this Lease (“Lease Term”) shall be for the period commencing on the Commencement Date and, unless extended or sooner terminated as provided in this Lease, ending on the expiration of the Initial Lease Term. Promptly after the Commencement Date, Landlord shall send to Tenant a Supplemental Notice in the form of Exhibit “B” attached hereto and by this reference made a part hereof, confirming the Commencement Date, the Base Rent Commencement Date, the date of expiration of the Lease Term in accordance with Article 1 above, and certain other matters as therein set forth.

If the Premises are not delivered to Tenant in the condition required hereunder upon the Commencement Date in accordance with the terms of this Lease, this Lease shall remain in effect, Landlord shall have no liability to Tenant as a result of any delay in delivery or occupancy, and, except as otherwise provided herein with respect to delays attributable to Tenant, the Commencement Date stated in Article 1 of the Lease shall be extended by the number of days of delay caused by such delay. In the event of any delay in delivery of the Premises to Tenant due to delays attributable to Tenant, the Commencement Date for the purpose of determining the commencement of Tenant’s obligation to pay Base Rental shall be the date, as reasonably determined by Landlord, that the Premises would have been delivered to Tenant absent such Tenant delays, subject to the terms hereof.

4. Possession. Landlord shall deliver to Tenant, and Tenant hereby agrees to accept, the Premises upon the Lease Commencement Date in “AS-IS” condition, except to the extent otherwise expressly required of Landlord under this Lease. Taking of possession of the Demised Premises by Tenant shall be conclusive evidence that: (a) Landlord’s Work, if any, has been completed in accordance herewith and (b) that the Demised Premises are in good and satisfactory condition; and (c) the Premises are accepted by Tenant “AS-IS” as of the date of delivery and as suitable for the purposes for which the Demised Premises are leased. **TENANT EXPRESSLY WAIVES ANY WARRANTY OF CONDITION OR OF HABITABILITY OR SUITABILITY FOR OCCUPANCY, USE, HABITATION, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, EXPRESS OR IMPLIED, RELATING TO THE PREMISES.**

5. Rental Payments.

(a) Continuing throughout the Lease Term, Tenant hereby agrees to timely pay all Rent due and payable under this Lease. As used in this Lease, the term "Rent" shall mean the Base Rental, Tenant's Additional Rental, and any other amounts that Tenant agrees to pay under the provisions of this Lease that are owed to Landlord, including without limitation any and all other sums that may become due by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant. Base Rental and Additional Rental shall be due and payable in monthly installments on the first day of each calendar month, throughout the Lease Term and any extensions or renewals thereof, and Tenant hereby agrees to pay such Rent monthly in advance to Landlord at Landlord's Address (or such other address as may be designated by Landlord in writing from time to time). Tenant shall pay all Rent and other sums of money as shall become due from and payable by Tenant to Landlord under this Lease at the times and in the manner provided in this Lease, without demand, deduction, set off or counterclaim. All sums or amounts payable or reimbursable hereunder by Tenant to Landlord shall be deemed to be Rent hereunder whether or not designated as such. Notwithstanding anything expressed or implied to the contrary in this Lease, Base Rental shall not be due and payable until the Base Rent Commencement Date.

(b) If the Base Rent Commencement Date is other than the first day of a calendar month or if this Lease terminates on other than the last day of a calendar month, then the installments of Base Rental for such month or months shall be prorated on a daily basis and the installment or installments so prorated shall be paid in advance. Also, if the Lease Commencement Date occurs on other than the first day of a calendar year, or if this Lease expires, Tenant's Additional Rental shall be prorated for such commencement or termination year, as the case may be. The calculation described in Article 8 hereof shall be made as soon as possible after the expiration or termination of this Lease, and Landlord and Tenant hereby agree that the provisions relating to said calculation shall survive the expiration or termination of this Lease.

(c) No payment by Tenant or acceptance by Landlord of an amount less than the Rent herein stipulated or otherwise becoming due shall be deemed a waiver of any other Rent due, nor a reinstatement of possession or the Lease if either has been terminated as provided hereunder. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Tenant hereunder. All payments received by Landlord shall be applied by Landlord as Landlord may determine in accordance with the terms of this Lease, regardless of any notation that may be made on any check or any letter accompanying such payment.

(d) Tenant's responsibility for the prompt and timely payment of all items of Rent shall include, without limitation, all utilities serving the Premises, including without limitation electrical power, water, sewer, garbage collection and other sanitary services, and gas, and all penalties and interest due with respect to any payments which Tenant fails to make in a proper and timely manner. If Tenant fails to pay any of said utility bills, Landlord may pay the same and such payment may be added to the rental of the Premises next due as Tenant's Additional Rental. Tenant shall promptly make such payments upon Landlord's demand therefor or upon Tenant's receipt of an invoice therefor from the applicable utility provider.

(e) So long as said changes do not unreasonably impact or materially impair Tenant and/or Tenant's business operations, Landlord reserves the right to improve, alter or otherwise modify the Project in a commercially reasonable manner and, as a result of any actual changes thereto, the Rentable Floor Area of Building and Tenant's Additional Rental shall be adjusted accordingly. Any such required adjustment to Rent reflecting an increase or decrease in the square feet of Rentable Floor Area of Demised Premises or Rentable Floor Area of Building, shall be confirmed in an amendment to this Lease, signed by both parties and attached hereto as a part hereof for all purposes; provided, however, that in no event shall the Rentable Floor Area of the Premises be changed without Tenant's prior written consent.

(f) Notwithstanding anything to the contrary contained in this Lease, if Landlord elects to implement a system of automated electronic payments, Automated Clearing House, or Credit and Debit Card transactions ("ACH Transfers") for the payment of any all amounts due under this Lease by providing written notice to Tenant, within thirty (30) days after receipt of such notice, Tenant shall provide Landlord with all information and documentation reasonably required by Landlord to implement and keep in effect the ACH Transfers.

6. Base Rental. Subject to the terms of this Lease, Tenant shall pay to Landlord a base monthly rental (the "Base Rental") equal to the Base Rental set forth in Article 1 above.

7. Lease Year. As used in this Lease, the term "Lease Year" shall mean a period of twelve (12) consecutive calendar months, or a portion thereof falling within the Term, with the first Lease Year commencing with the first day of the first calendar month beginning on or after the Commencement Date and each subsequent Lease Year commencing on each anniversary during the Term of the first day of the first Lease Year. The period, if any, from the Commencement Date to the beginning of the first Lease Year shall be treated as if it were part of the first Lease Year under this Lease for all purposes and the last Lease Year may be comprised of less than twelve (12) months.

8. Additional Rental.

(a) Subject to the terms of this Lease, from and after the Lease Commencement Date, Tenant shall pay to "Tenant's Additional Rental" (as defined below). Payment of Tenant's Additional Rental shall be made in monthly installments pursuant to Landlord's statement thereof (as contemplated below) and as set forth in Article 8.

(b) For purposes of this Lease, "Tenant's Additional Rental" shall mean for each calendar year (or portion thereof), the Operating Expense Amount (defined below) multiplied by the number of square feet of Rentable Floor Area of Premises. As used herein, "Operating Expense Amount" shall mean the amount chargeable to Tenant hereunder of Operating Expenses (as defined below) for such calendar year divided by the number of square feet of Rentable Floor Area of the Building.

(c) Tenant's Additional Rental shall also include a management fee for the real property management or administrative services for the Project equal to five percent (5%) of the Base Rental rate.

(d) Prior to the Commencement Date and annually thereafter during the Lease Term, including any extensions thereof, Landlord shall present to Tenant a statement of estimated Tenant's Additional Rental for the applicable calendar year during the Lease Term; provided, however, that if such statement is not given prior to the beginning of any calendar year as aforesaid, Tenant shall continue to pay during the next ensuing calendar year on the basis of the amount of estimated Tenant's Additional Rental payable during the calendar year just ended until the month after such statement is delivered to Tenant.

(e) Within one hundred fifty (150) days after the end of the calendar year in which the Commencement Date occurs and of each calendar year thereafter during the Lease Term, or as soon thereafter as practicable, Landlord shall provide Tenant a statement showing the Operating Expenses for said calendar year and a statement prepared by Landlord ("Annual Statement") comparing estimated Tenant's Additional Rental with actual Tenant's Additional Rental. In the event Tenant's monthly payments of estimated Tenant's Additional Rental exceeds Tenant's Additional Rental for said calendar year, Landlord shall credit such amount against Rent next due hereunder or, if the Lease Term has expired or is about to expire, refund such excess to Tenant if Tenant is not in default under this Lease (in the instance of a default such excess shall be held as additional security for Tenant's performance, may be applied by Landlord to cure any such default, and shall not be refunded until any such default is cured). In the event Tenant's monthly payments of estimated Tenant's Additional Rental are less than Tenant's Additional Rental for said calendar year, Tenant shall pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference. The

provisions of this Lease concerning the payment of Tenant's Additional Rental shall survive the expiration or earlier termination of this Lease.

(f) Landlord shall keep good and accurate books and records in accordance with generally accepted accounting principles concerning the operation, maintenance and repair of the Common Areas and all other Operating Expenses. Tenant shall have the right annually to audit Landlord's books and records with respect to the Operating Expenses. To do so, Tenant shall designate one or more third party licensed Certified Public Accountants subject to Landlord's approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant's designated party shall not be paid on a contingency fee basis and shall have the right to audit, inspect and copy such books and records regarding the Operating Expenses.

(g) Notwithstanding any provision to the contrary, Tenant shall be responsible for timely payment or, as applicable, reimbursement to Landlord, of all utility costs to the extent separately metered or sub-metered for usage at the Premises (including electricity, sewer, and gas servicing the Premises). Landlord does not warrant that any utility services provided with respect to the Premises will be free from interruptions arising from causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease unless such interruption of service is due to the negligence or other acts of Landlord, its employees, agents or contractors. Except as required by Landlord as part of Landlord's Work as set forth in Exhibit "C" hereto and incorporated herein by reference, Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

(h) Except as otherwise expressly provided in this Lease, this Lease shall be a so-called "true net lease" and Landlord shall receive the Base Rental and Additional Rental free from, without limitation, all expenses of ownership or occupancy, real estate taxes, taxes or other governmental charges of every kind and nature whatsoever imposed with respect to any business conducted in or about the Premises by Tenant or any personal property used or stored by Tenant in connection therewith, HVAC system maintenance, repair or replacement costs, and including any such costs arising from the utilities servicing the Premises, maintenance, repair, replacement, operation of the Premises, and property and liability insurance coverage with respect to the Premises. Notwithstanding anything in this Lease to the contrary, Landlord shall be solely responsible at its own costs and expense, for the following: (a) maintenance and repair of the exterior of the Building, foundations, roof and structural portions or the walls of the Premises, and the Common Areas; and (b) providing electrical, plumbing, and sewer connections to the Premises.

9. Operating Expenses.

(a) For the purposes of this Lease, "Operating Expenses" shall mean all expenses, costs and disbursements (but not specific costs billed to specific tenants of the Building) of every kind and nature, relating to or incurred or paid in connection with the ownership, management, marketing, operation, insuring, cleaning, repair, landscaping, and maintenance of the Project, including but not limited to, the following:

(i) wages, salaries and other costs of all on-site and off-site employees engaged either full or part-time in the operation, management, maintenance or access control of the Project, including taxes, insurance and benefits relating to such employees, allocated based upon the time such employees are engaged directly in providing such services;

(ii) the cost of all supplies, tools, equipment and materials used in the operation, management, maintenance and access control of the Project;

(iii) the cost of utilities for the Common Areas of the Project, including but not limited to the cost of electricity, gas, water, and sewer services;

(iv) the cost of all maintenance and service agreements for the Project and the equipment therein, including but not limited to security service, if any, and window cleaning, elevator maintenance, HVAC maintenance (excluding, however, separate units to the extent covered under a separate service agreement obtained by Tenant in accordance herewith), janitorial service, waste disposal and recycling service, telecommunications services, interior and/or exterior landscaping maintenance and customary interior and/or exterior landscaping replacement;

(v) the cost of repairs and general maintenance of the Project;

(vi) amortization of the cost of capital expenditures made by Landlord for the purpose of reducing Operating Expenses, promoting safety, complying with governmental requirements, or maintaining the class and nature of the Project, such amortization, with interest, to be made over such improvement's useful life;

(vii) the cost of casualty, rental loss, liability and other insurance applicable to the Project and Landlord's personal property used in connection therewith;

(viii) the cost of trash and garbage removal, air quality audits, vermin extermination, and snow, ice and debris removal;

(ix) the cost of legal and accounting services incurred by Landlord in connection with the management, maintenance, operation and repair of the Project, excluding the owner's or Landlord's general accounting, such as partnership statements and tax returns, and excluding services for preparation of leases for tenants and prospective tenants, disputes with tenant, or otherwise not attributable to the operation or management of the Project;

(x) all taxes, assessments and governmental charges, whether federal, state, county or municipal and whether they be by taxing districts or authorities presently taxing the Project or by others subsequently created or otherwise, and any other taxes and assessments attributable to the Project or its operation (and the costs of contesting any of the same), including community improvement district taxes and business license taxes and fees, excluding, however, taxes and assessments imposed on the personal property of the tenants of the Project, federal and state taxes on income, death taxes, franchise taxes, and any taxes (other than business license taxes and fees) imposed or measured on or by the income of Landlord from the operation of the Project; and it is agreed that Tenant will be responsible for ad valorem taxes on its personal property and on the value of the leasehold improvements in the Demised Premises to the extent that the same exceed base Building improvements, if said taxes are based upon an assessment which includes the cost of such leasehold improvements in excess of base Building improvements (and if the taxing authorities do not separately assess Tenant's leasehold improvements, Landlord may make an appropriate allocation of the ad valorem taxes allocated to the Project to give effect to this sentence);

(xi) Intentionally Deleted.

(xii) Intentionally Deleted.

(xiii) Such other expenses paid by Landlord, from time to time, in connection with the operation and maintenance of the Project as would be expected to be paid by a reasonable and prudent operator and manager of a site comparable to the Project.

(b) Tenant acknowledges that the Building is a part of Project, which will or may include other improvements and/or use subdivisions thereof (e.g., residential, commercial, and/or condominium units) and that certain of the cost of management, operation and maintenance of the Project shall, from time to time, be allocated among and shared among the improvements and subdivisions in the Project which benefit therefrom (including the Building). The determination of such cost and their allocation shall be made by

Landlord in its reasonable discretion and, in connection therewith, in the event of special circumstances where a component of Operating Expenses is not being used by or should not be allocated to all tenants in the Building, the Landlord may recalculate the Tenant's Share with respect to such special circumstances in Landlord's reasonable discretion. Accordingly, the term "Operating Expenses" as used in this Lease shall, from time to time, include some cost, expenses and taxes enumerated above which were incurred with respect to and shared among other improvements and/or subdivisions in the Project but which were allocated to and shared by the Building in accordance with the foregoing.

10. Tenant Taxes; Rent Taxes. Tenant shall pay promptly when due all taxes imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord. In addition, in the event there is imposed at any time a tax upon and/or measured by the rental payable by Tenant under this Lease, whether by way of a sales or use tax or otherwise, Tenant shall be responsible for the payment of such tax and shall pay the same on or prior to the due date thereof; provided, however, that the foregoing shall not include any inheritance, estate, succession, transfer, gift or income tax imposed on or payable by Landlord.

11. Payments. All payments of Rent and other payments to be made to Landlord shall be made on a timely basis and shall be payable to Landlord or as Landlord may otherwise designate. All such payments shall be mailed or delivered to Landlord's Address designated in Article 1 above or at such other place as Landlord may designate from time to time in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage thereon to be received in Landlord's account by no later than the due date for such payment. Tenant agrees to pay to Landlord the greater of thirty dollars (\$30.00) or the maximum amount allowed by law for each check presented to Landlord in payment of any obligation of Tenant which is returned for insufficient funds, together with interest from and after the due date for such payment at the rate of twelve percent (12%) per annum (but in no event in excess of the maximum lawful rate) on the amount due.

12. Late Charges. Any Rent or other amounts payable to Landlord under this Lease, if not paid within ten (10) days after when such Rent is due hereunder, or within ten (10) days after the due date specified in any invoices from Landlord for any other amounts payable hereunder, shall incur a late payment service charge of five percent (5%) of all amounts past due and in addition thereto, if such amounts continue to be outstanding after the expiration of any notice and cure period hereunder, such amounts shall bear interest at the rate of twelve percent (12%) per annum (but in no event in excess of the maximum lawful rate) (the "Default Rate") from and after the due date for such payment. In no event shall the rate of interest payable on any late payment exceed the legal limits for such interest enforceable under applicable law.

13. Use Rules.

(a) The Demised Premises shall be used in a commercially reasonable, clean, and safe manner solely for the operation of a Japanese-themed bar and restaurant (the "Permitted Use"), and in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities, restrictions and covenants of record, and the Rules and Regulations attached hereto as Exhibit "E" and made a part hereof. Tenant covenants and agrees to abide by the Rules and Regulations in all respects as now set forth and attached hereto or as hereafter reasonably promulgated by Landlord. Landlord shall have the right at all times during the Lease Term to publish and promulgate and thereafter enforce such reasonable rules and regulations or changes in the existing Rules and Regulations as it may reasonably deem necessary in its reasonable discretion to protect the tenantability, safety, operation, and welfare of the Premises and the Project. Tenant shall use

commercially reasonable efforts to not do or permit anything to be done in or about the Premises that will unreasonably disturb or create a nuisance with respect to any other tenant of the Building or occupants of neighboring property.

(b) Commencing no later than two hundred and forty (240) days after Landlord's delivery of the Premises to Tenant ("Tenant's Target Opening Date"), Tenant shall continuously occupy and operate the entirety of the Premises solely for the purpose of conducting therein the Permitted Use in accordance with this Lease. Except to the extent excused by force majeure, Tenant's failure to open for regular operation to the public in accordance herewith on or before Tenant's Target Opening Date and continue in operation for a consecutive 6-month period thereafter shall constitute an immediate event of default hereunder by Tenant without any applicable notice or cure period and, upon such event, all amounts due and owing pursuant to the terms of this Lease, shall be immediately due and payable to Landlord by Tenant, including any used portion of the Base Rental Abatement. Tenant shall open for regular business, fully staffed and adequately stocked with supplies to service and supply the usual and ordinary requirement of its customers during commercially reasonable days and hours except for Permitted Closures (hereinafter defined). Except to the extent excused by force majeure, if Tenant fails to open for regular operation to the public in accordance herewith for thirty (30) consecutive days or longer, such failure shall constitute an event of default under this Lease, and Landlord shall have the right to exercise its rights and remedies hereunder and under applicable law. Except for Permitted Closures, Tenant shall pay a fee of \$100.00 per day for each day that Tenant is not open for operations following the date Tenant first commences business operations at the Premises. As used herein, a "Permitted Closure" shall mean any of the following: (i) closure for redecoration or other renovation of the Premises, for a period of up to ten (10) consecutive days, provided that Tenant has notified Landlord about such renovation and closing and the dates thereof at least thirty (30) days prior to the same and has otherwise complied with the terms and conditions of Article 13 hereof; (ii) closures to make repairs or maintenance to the Premises; and/or (iii) closures due to force majeure, casualty or condemnation. For purposes of clarification, Base Rental Abatement Period is considered to be the period between the Commencement Date and the Base Rent Commencement Date. This Base Rental Abatement is valued using the monthly base rental rate of Lease Year 1, as defined in Section 1 of this lease document. The Base Rental Abatement Period is for a duration of 6 months and therefore is valued at \$61,984.50.

(c) Tenant shall not create or permit any signage or kiosk or any other obstruction to be placed on the exterior of the Building or upon the Common Areas without the prior written consent of Landlord, which consent shall not be unreasonably withheld or denied, but is subject to local government approval, as well as any requirement under Landlord's financing on the Building. All costs associated with the installation and fabrication of Tenant's signage shall be paid solely by Tenant.

(d) In no event shall the Premises be used for the following prohibited purposes without Landlord's express written advance consent: (i) an adult bookstore, adult video store, or adult toy store; (ii) a sexually oriented, prurient, or adult entertainment business, club, massage parlor, facility, shop, or establishment; (iii) for the selling, marketing, leasing, advertising, displaying, exhibiting or distributing of pornographic materials, products, or media, sexually oriented materials, products, or media, or materials, products or media involving or depicting nudity or sexual, obscene or lewd acts, graphic violence, or drug paraphernalia; (iv) a nail salon; (v) dry cleaners with on-site cleaning, or (vi) a pay day loan, title loan business, or such similar business, or (vii) for residential purposes.

14. Alterations. Tenant shall not make, suffer or permit to be made any alterations, additions or improvements to or on the Demised Premises or the Project or any part thereof, or attach any fixtures or equipment thereto (including, but not limited to, exterior signage on the Building or at the Project), without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld. Tenant shall be allowed storefront signage in accordance with the terms and restrictions set forth in this Lease. At Landlord's option or request, any such alterations, additions or improvements consented to by Landlord shall be made by Landlord or a licensed contractor reasonably acceptable to

Landlord. Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, with respect to any third-party contractor Tenant desires to engage for the performance of any such work. All work performed by Tenant or its contractor in connection with any improvements shall be in a good and workmanlike manner and subject to and in accordance with all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Any required alterations, improvements, repairs, or remedial work performed in connection with such improvements to meet said codes, ordinances, laws, and regulations shall be performed by Tenant at Tenant's sole cost and expense. Tenant shall obtain and furnish lien waivers from all mechanics, materialmen and laborers involved in the Tenant alterations and Tenant hereby further agrees to indemnify and hold Landlord harmless from and against any and all mechanics', materialmen's and laborers' liens which may be filed on the basis of any work performed or materials supplied in connection with such work. Tenant shall cause the construction to be performed in a manner that will (i) occur either at times other than customary business operation hours of the Building or at times as otherwise approved in writing by Landlord, such approval not to be unreasonably withheld; and (ii) not interfere with other tenants' use and occupancy of the Building and the Project, as determined by Landlord in Landlord's reasonable discretion. All such alterations, additions and improvements shall become Landlord's property at the expiration or earlier termination of the Lease Term and shall remain on the Project without compensation to Tenant unless Landlord elects by notice to Tenant to have Tenant remove such alterations, additions and improvements, in which event, notwithstanding any contrary provisions respecting such alterations, additions and improvements contained herein, Tenant shall promptly restore, at its sole cost and expense, the Project to its condition prior to the installation of such alterations, additions and improvements, normal wear and tear excepted.

Tenant shall have the option as part of its Leasehold Improvements to cover with outdoor flooring or stain the existing flooring in the courtyard/atrium so long as such changes do not negatively affect Landlord's qualification for the Historic Tax Credits. Tenant may, at its option, add a full bar with water access to the courtyard/atrium as part of its Tenant Improvements.

15. Maintenance; Repairs.

(a) Except as otherwise required of Tenant, Landlord shall maintain in good order and repair, subject to normal wear and tear and subject to casualty and condemnation, the structural portions of the Building, exterior walls (excluding windows and entrances not part of Common Areas), roof and roof membrane of the Building, underground plumbing and conduits, the Building elevator (if any), and base Building mechanical, electrical, and plumbing and sewer systems, the Common Areas, and the public areas and the landscaped areas of the Project, the cost of all of which shall be passed through to Tenant proportionally as Operating Expenses subject to the terms hereof. Landlord shall pay all costs of HVAC repair and maintenance above \$1,500.00 and shall replace the HVAC system as necessary and at Landlord's own expense for the duration of the initial term. Notwithstanding any provision to the contrary, the cost of any repairs or maintenance necessitated by the intentional acts or negligence of Tenant or its directors, officers, partners, members, shareholders, representatives, agents, contractors, employees, servants, invitees, patrons, guests, visitors, licensees, subtenants, assignees, and any other party for whom Tenant is or shall become liable or responsible (each and together herein referred to as "Tenant's Agents"), shall be borne solely by Tenant and shall be deemed Rent hereunder and shall be reimbursed by Tenant to Landlord upon demand. Landlord shall not be required to make any repairs or improvements to the Demised Premises except as set forth herein to the extent necessary for safety and tenantability. Notwithstanding any provision to the contrary, Landlord shall not be responsible to make any such repairs or replacement or to perform any maintenance unless and until Tenant delivers to Landlord a reasonably detailed written notice of the reasonable need therefor, nor shall Landlord be deemed to have breached this Lease, or in default hereunder, or liable for any damages arising from the failure to make any such repairs or replacement or to perform any maintenance unless such failure shall persist for more than thirty (30) days following Landlord's receipt from Tenant of a reasonably detailed written notice of the reasonable need therefor, or unless Landlord has failed to commence such repair or

replacement or maintenance within such 30-day period and thereafter complete the same within a reasonable period of time if the nature thereof is such that more than 30 days is needed therefor. Tenant shall promptly give Landlord written notice of any need for such repair or replacement or maintenance and any damage to the Premises requiring services by Landlord.

(b) Unless otherwise provided by Landlord, Tenant covenants and agrees that it will, at its own expense, take good care of the Demised Premises and all alterations, additions and improvements thereto and will keep and maintain the same in good condition and repair, except for normal wear and tear, including but not limited to, windows and window coverings (including window cleaning), glass and plate glass, doors, storefront doors and glazing, awnings, interior walls and finish work, floors and floor coverings, the sanitary sewer line within the Premises, above-ground plumbing and conduits within the Premises, the electrical system within the Premises, the sprinkler and fire protection systems within the Premises, re-keying, snow removal with respect to the storefront areas immediately in front of the Premises, changing of light bulbs within the Premises, janitorial services within the Premises, dumpster/trash removal services from the Premises, pest control within the Premises to occur not less than quarterly for each calendar year of the Lease Term, and shall permit no waste. Except as provided in Section 15(a) above, Tenant shall, at its own cost, maintain and repair, as necessary, the HVAC system exclusively servicing the Premises, including replacing of air filters, so as to maintain the same in good, working order and condition and shall enter into a service agreement with a qualified HVAC service provider for scheduled, routine service to the HVAC system to occur not less than quarterly for each calendar year of the Lease Term (the "Service Agreement"). Tenant's contractor and the cost budget for any such repair or replacement work in excess of \$1,000.00 per unit shall be subject to Landlord's prior written approval before the commencement of any work, and Landlord at its option may elect to perform such work. Tenant shall at once report, in writing, to Landlord any defective or dangerous condition known to Tenant. Landlord has no obligation and has made no promise to alter, remodel, improve, repair, decorate or paint the Demised Premises or any part thereof, except as specifically and expressly set forth in this Lease. Tenant shall not block or cover any of the heating, ventilation or air-conditioning ducts in the Demised Premises. Tenant shall immediately report to Landlord: (i) any evidence of a water leak or excessive moisture in the Demised Premises; (ii) any evidence of mold or mildew in the Demised Premises; and (iii) any evidence of a failure or malfunction in the heating, ventilation and air conditioning system serving the Demised Premises.

(c) Tenant shall, at its own expense, promptly comply with any and all municipal, county, state and federal statutes, regulations and/or requirements, including, but not limited to, the requirements of the Disabilities Acts (defined below), to the extent applicable or relating to the use, occupancy or condition of the Demised Premises. Landlord shall provide access to the Premises in compliance with the Disabilities Acts. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, (A) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Demised Premises, and (B) Landlord shall bear the risk of complying with the Disabilities Acts in the common areas of the Building, other than compliance that is necessitated by Tenant's use of the Premises or as a result of any alterations or additions, including any initial tenant improvement work made by or on behalf of a Tenant Party (which risk and responsibility shall be borne by Tenant). As used in this Lease, "Tenant Party" means any of the following persons and entities: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests and invitees.

(d) Tenant shall be responsible for stopped-up drains where such stoppage is caused by the introduction from within the Demised Premises of foreign objects not intended for disposal in such drains. If Landlord shall repair such drains, Tenant shall reimburse Landlord, as Additional Rental, for the costs of such repairs, together with the costs of any repairs or damage to the Demised Premises or the Building and to the property of other tenants or Landlord which results from such stoppage.

(e) All work performed by Tenant in connection with any repairs shall be in a good and workmanlike manner and subject to and in accordance with all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, with respect to any third-party contractor Tenant desires to engage for the performance of any such maintenance or repair work within or about the Demised Premises.

16. Services by Landlord. Landlord shall provide the Building Standard Services described on Exhibit "D" attached hereto and by reference made a part hereof. Except as otherwise provided herein, the cost or reasonable cost allocation of all such Building Standard Services shall be included in Operating Expenses. Any services requested or required to be supplied to Tenant in excess of the Building Standard Services, including, but not limited to, the design, installation, consumption, metering, billing, and maintenance of additional electrical equipment and facilities, shall be at Tenant's sole cost and expense and shall be paid for by Tenant promptly upon invoice therefor, which invoice may include Landlord's costs and a fee of fifteen percent (15%) for such provision. Except as may be expressly provided elsewhere in this Lease, nothing herein shall be deemed to require Landlord to provide to Tenant any services in excess of the Building Standard Services. Landlord reserves the right to modify the Building Standard Services as it deems appropriate in its sole discretion and shall provide notice thereof to Tenant.

17. Third Party Services. If Tenant desires any service which Landlord has not specifically agreed to provide in this Lease, such as private security systems or telecommunications services securing the Premises, Tenant shall procure such service directly from a reputable third party provider (the "Provider") for Tenant's own account. Tenant shall require each Provider to comply with the Building's rules and regulations, all laws, and Landlord's policies and practices for the Building. Tenant acknowledges Landlord's current policy that requires all Providers utilizing any area of the Property outside the Premises to be approved by Landlord and to enter into a written agreement acceptable to Landlord prior to gaining access to, or making any installations in or through, such area. Accordingly, Tenant shall give Landlord written notice sufficient for such purposes.

18. Telecommunication Services. Tenant will contract directly with third party providers and will be solely responsible for paying for all telephone, data transmission, video, cable television, and other telecommunication services (the "Telecommunication Services") subject to the following:

(a) Each Telecommunication Services provider that does not already provide service to the Building shall be subject to Landlord's approval, which approval shall not be unreasonably withheld, delayed, or conditioned. Without liability to Tenant, the license of any Telecommunications Services provider servicing the Building may be terminated under the terms of the license, or not renewed upon expiration of the license; provided, however, that if Tenant's provider's license is terminated or not renewed, Landlord shall provide Tenant with not less than thirty (30) days' prior written notice so that Tenant can arrange for Telecommunications Services with an alternate provider.

(b) Landlord may designate the location of all wires, cables, fibers, equipment, and connections (the "Tenant's Wiring") for Tenant's Telecommunication Services, as well as restrict and control access to telephone cabinets and rooms; provided, however, Landlord will cooperate with Tenant designating such areas for Tenant's Wiring. Tenant may not use or access the Building, Common Areas, roof, or windows for Tenant's wiring without Landlord's prior written consent, which consent shall not be unreasonably withheld.

(c) This Article is solely for Tenant's benefit and no one else shall be considered a beneficiary of these provisions.

19. Insurance.

(a) Tenant shall procure at its expense and maintain throughout the Lease Term a policy or policies of special form/all-risk insurance insuring the full replacement cost of Tenant's interest in the improvements and betterments to the Premises installed by or on behalf of Tenant, including, but not limited to, initial improvements installed by Landlord or Tenant and Tenant's furniture, fixtures, equipment, supplies, and other property owned, leased, held or possessed by it and contained in the Demised Premises, and worker's compensation insurance as required by applicable law, and, business interruption insurance with limits of liability representing loss of at least twelve (12) months of Rent. Said insurance shall be in amounts equal to the full replacement cost, subject to deductible amounts reasonably satisfactory to Landlord and payable by Tenant, with Landlord and its designees named as additional insureds and with loss payable to Tenant and Landlord as their interests may appear, providing protection against all perils generally included in the classification of fire and extended insurance coverage, together with insurance against vandalism and malicious mischief, plus business interruption insurance (including rent loss) respecting Tenant's business conducted from the Premises in an amount reasonably satisfactory to Landlord.

(b) Tenant shall also procure at its expense and maintain throughout the Lease Term a policy or policies of commercial general liability insurance and casualty insurance, insuring Tenant, Landlord and, if applicable, Landlord's designated property manager against any and all liability for personal or bodily injury to or death of a person or persons and for damage to property occasioned by or arising out of the condition, use, or occupancy of the Demised Premises, or in any way occasioned by or arising out of the activities of Tenant or any of Tenant's Agents in the Demised Premises, or other portions of the Building or the Project, the limits of such policy or policies to apply on a per-location basis and be in combined single limits for both damage to property and personal or bodily injury and in amounts not less than one million dollars (\$1,000,000.00) per occurrence and subject to annual aggregate limits of not less than two million dollars (\$2,000,000.00) (however, with respect to Tenant's selling and/or serving of Alcoholic Beverages (as defined in Exhibit "F") at the Project, Tenant shall include liquor liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) for each occurrence). Such insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in this Lease. Tenant shall also carry such other types of insurance in form and amount which Landlord shall reasonably deem to be prudent for Tenant to carry, should the circumstances or conditions so merit Tenant carrying such type of insurance. All insurance policies procured and maintained by Tenant are to apply as primary and non-contributory coverage not supplemental to any insurance Landlord may carry. With the exception of Workers Compensation, all insurance policies pursuant to this Article shall name Landlord and, if applicable, Landlord's designated property manager as additional insured with a waiver of subrogation in their favor, and shall be carried with companies licensed to do business in the State of Alabama having a rating from Best's Insurance Reports of not less than A-/X, and shall be non-cancelable and not subject to material change except after thirty (30) days written notice to Landlord. Such policies or duly executed certificates of insurance with respect thereto, accompanied by proof of payment of the premium therefor, shall be delivered to Landlord prior to the Commencement Date, and renewals of such policies shall be delivered to Landlord at least thirty (30) days prior to the expiration of each respective policy term.

(c) Landlord shall maintain property damage and public liability insurance against such perils as is customarily carried for similar income producing property situated in the same general geographic area as the Building or which any mortgagee or creditor of Landlord requires Landlord to carry, including without limitation, casualty insurance for the Building in the amount of its full replacement value (but such insurance may exclude improvements and property required to be insured by Tenant pursuant to this Lease), and liability insurance in amounts not less than one million dollars (\$1,000,000.00) per occurrence and subject to annual aggregate limits of not less than two million dollars (\$2,000,000.00). The named insured on all policies of insurance maintained by Landlord shall be Landlord and, if required, any mortgagee or creditor of Landlord. Any insurance required to be carried by Landlord hereunder may be carried under blanket policies covering other properties of Landlord and/or its members and/or their respective related or affiliated entities so long as such blanket policies provide insurance at all times for the Project as required by this Lease. The

cost or reasonable cost allocation of all such insurance maintained by Landlord shall be included in Operating Expenses.

20. Waiver of Subrogation. Landlord and Tenant shall each have included in all policies of fire, extended coverage, business interruption and loss of rents insurance respectively obtained by them covering the Demised Premises, the Building and contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. Except as otherwise expressly provided in this Lease and except to the extent of any loss or damage caused by a party's willful misconduct, to the full extent permitted by law, Landlord and Tenant each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by the party seeking recovery.

21. Default.

(a) The following acts, events or conditions shall be deemed to be events of default by Tenant under this Lease:

(i) Tenant shall fail to pay any installment of Rent or any other charge or assessment against Tenant pursuant to the terms hereof within ten (10) days after the due date thereof;

(ii) the failure by Tenant to cease any conduct prohibited by this Lease within three (3) days after receipt of written notice from Landlord requesting cessation thereof, or the failure of Tenant to cease any conduct or eliminate any condition which poses a danger to person or property within twelve (12) hours of receipt of written notice from Landlord requesting cessation of such conduct or elimination of such conditions; provided, however, that Tenant shall have a reasonable time not to exceed fifteen (15) days to eliminate any such condition which cannot be eliminated within such twelve (12) hour period so long as Tenant has taken steps to eliminate any such condition within such twelve (12) hour period and proceeds with reasonable diligence to affect such elimination.

(iii) Tenant or any guarantor of this Lease shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest the material allegations of a petition filed against it in any such proceeding;

(iv) the rejection by Tenant, its bankruptcy trustee, or any entity authorized by court order to act on behalf of Tenant, of this Lease under 11 U.S.C. § 365(a) or any other provision of Title 11 of the United States Code, or the deemed rejection of this Lease by operation of law under 11 U.S.C. § 365(d)(4). Any such rejection of this Lease terminates this Lease, without notice of any kind to Tenant, effective on the later of: (1) the date Tenant vacates the Demised Premises following such rejection; (2) the date the Bankruptcy Court with jurisdiction over Tenant's bankruptcy case enters an order on its docket authorizing Tenant to reject this Lease; or (3) the date this Lease is deemed rejected under 11 U.S.C. § 365(d)(4);

(v) a proceeding is commenced against Tenant or any guarantor of this Lease seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, and such proceeding shall not have been dismissed within sixty (60) days after the commencement thereof;

(vi) a receiver or trustee shall be appointed for the Demised Premises or for all or substantially all of the assets of Tenant or of any guarantor of this Lease;

(vii) Tenant shall fail to take possession of and initially occupy the Demised Premises except as provided in this Lease;

(viii) Tenant shall fail to continuously and regularly operate its business in the Demised Premises from the earlier of the date Tenant begins operating its business in the Demised Premises or two hundred and forty (240) days after the Commencement Date through the end of the Lease term except as provided in this Lease;

(ix) Tenant shall do or permit to be done anything which creates a lien upon the Demised Premises or the Project and such lien is not removed or discharged or bonded over within fifteen (15) days after Tenant's receipt of notice of the filing thereof; or

(x) Tenant shall fail to comply with any other term, provision, covenant or warranty made under this Lease by Tenant, other than the payment of the Rent or any other charge or assessment payable by Tenant, and shall not cure such failure within thirty (30) days after notice thereof to Tenant.

(b) Upon the occurrence of any of the aforesaid events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) terminate this Lease, in which event Tenant shall immediately surrender the Demised Premises to Landlord and if Tenant fails to do so, Landlord may, without further notice and without prejudice to any other remedy Landlord may have for possession or arrearages in Rent, enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, and its and their effects, without, except in cases of Landlord's gross negligence or willful misconduct, being liable for prosecution or any claim of damages therefor; Tenant hereby agreeing to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Demised Premises on satisfactory terms or otherwise (it being agreed by Tenant that Tenant shall remain liable for the payment of all Rent accruing after any writ of possession as to the Demised Premises is issued to Landlord; in the event that the foregoing provision is in derogation of the common law, Tenant acknowledges and agrees that it is the intent of the parties hereto to allow Landlord to collect future Rent in derogation of the common law);

(ii) terminate Tenant's right of possession, without terminating this Lease, and enter upon and take possession of the Demised Premises as Tenant's agent and expel or remove Tenant and any other person who may be occupying said Demised Premises or any part thereof, and its and their effects, by entry, dispossessory suit or otherwise (including issuance of a writ of possession in favor of Landlord), without thereby releasing Tenant from any liability hereunder, without terminating this Lease, and without being liable for prosecution or any claim of damages therefor, and if Landlord so elects, make such alterations, redecorations and repairs as, in Landlord's reasonable judgment, may be necessary or desired to relet the Demised Premises, and Landlord may, but shall be under no obligation to do so, relet the Demised Premises or any portion thereof in Landlord's or Tenant's name, but for the account of Tenant, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms as Landlord reasonably may deem advisable, and receive the rent therefor, Tenant hereby agreeing to pay to Landlord the deficiency, if any, between all Rent reserved hereunder and the total rental applicable to the Lease Term hereof obtained by Landlord upon re-letting, and Tenant shall be liable for Landlord's damages and reasonable expenses in redecorating and restoring the Demised Premises and all reasonable costs incident to such re-letting, including broker's commissions and lease assumptions. In no event shall Tenant be entitled to any rentals received by Landlord in excess of the amounts due by Tenant hereunder. Any such demand, reentry and taking of possession of the Demised Premises by Landlord shall not of itself constitute an

acceptance by Landlord of a surrender of the Lease or of the Demised Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. Landlord's inability to relet the Demised Premises or to make such alterations, redecorations and repairs as set forth in this paragraph shall not release or affect Tenant's liability for Rent or for damages;

(iii) enter upon the Demised Premises without being liable for prosecution or any claim of damages therefor and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable expenses including, without limitation, reasonable attorney's fees which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the gross negligence or willful misconduct of Landlord; or

(iv) Landlord may, at its option and with or without terminating this Lease, also declare the entire amount of the Rent which would become due and payable during the remainder of the term of this Lease, discounted to present value using a discount rate equal to the Prime Rate in effect as of the date of such declaration due and payable immediately and Tenant agrees to pay the same at once, together with all Rent and other sums theretofore due, at the office of Landlord; it being understood and agreed that such payment shall be and constitute Landlord's liquidated damages, Landlord and Tenant acknowledging and agreeing that it is difficult or impossible to determine the actual damages Landlord would suffer from Tenant's breach hereof and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable, all in accordance with applicable Alabama law.

(c) Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies thereby excluding the later election of an alternate remedy, or a forfeiture or waiver of any Rent or other charges and assessments payable by Tenant and due to Landlord hereunder or of any damages accruing to Landlord by reason of violation of any of the terms, covenants, warranties and provisions herein contained. No reentry or taking possession of the Demised Premises by Landlord or any other action taken by or on behalf of Landlord shall be construed to be an acceptance of a surrender of this Lease or an election by Landlord to terminate this Lease unless written notice of such intention is given to Tenant. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Acceptance of any partial amount of Rent due and owing shall not indicate a waiver of Landlord's rights and remedies nor shall such acceptance indicate a reinstatement of possession or the Lease, in the event that either has been terminated. In determining the amount of loss or damage which Landlord may suffer by reason of termination of this Lease or the deficiency arising by reason of any reletting of the Demised Premises by Landlord as above provided, allowance shall be made for the reasonable expense of repossession. Tenant agrees to pay to Landlord all reasonable costs and expenses incurred by Landlord in the enforcement of this Lease, including, without limitation, the reasonable fees of Landlord's attorneys.

(i) Upon the occurrence of any event of default by Tenant, Tenant shall pay to Landlord all reasonable costs incurred by Landlord (including court costs and reasonable attorney's fees and expenses) in (i) obtaining possession of the Demised Premises, (ii) removing and storing Tenant's or any other occupant's property, (iii) repairing, restoring, renovating, altering, remodeling, or otherwise putting the Demised Premises into the condition as required of Tenant upon surrender hereunder, (iv) reletting all or any part of the Demised Premises (including, but not limited to, brokerage commissions, cost of tenant finish work, advertising and promotional expenses, and

other costs incidental to such reletting), (v) performing Tenant's obligations which Tenant failed to perform, and (vi) enforcing its rights, remedies, and recourses arising out of the default. Further, upon an event of default by Tenant under this Lease, Tenant shall pay to Landlord the remaining unamortized portion of the Tenant Improvement Allowance, if any, plus the remaining unamortized portion of the brokerage commissions, both of which shall be amortized on a straight-line basis over the Lease Term at ten percent (10%) per annum interest. Landlord's rights and remedies under this Article shall be in addition to the rights and remedies of Landlord set forth in this Article or elsewhere in this Lease, and/or which may otherwise be available to Landlord at law or in equity.

22. Waiver of Breach. No waiver of any breach of the covenants, warranties, agreements, provisions, or conditions contained in this Lease shall be construed as a waiver of said covenant, warranty, provision, agreement or condition or of any subsequent breach thereof, and if any breach shall occur and afterwards be compromised, settled or adjusted, this Lease shall continue in full force and effect as if no breach had occurred.

23. Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or in the Demised Premises, or mortgage, pledge, encumber, hypothecate or grant any license or concession or otherwise transfer or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises by any party other than Tenant. Consent by Landlord to one or more such transfers or subleases shall not waive this provision, and all subsequent transfers and subleases shall likewise be made only upon obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting the foregoing prohibition, in no event shall Landlord be deemed to have unreasonably withheld consent to any such proposed transfer for the following reasons, and in no event shall Tenant assign this Lease or any interest herein, whether directly, indirectly or by operation of law, or sublet the Demised Premises or any part thereof or permit the use of the Demised Premises or any part thereof by any party, (i) if the proposed assignee or subtenant is a party who would (or whose use would) detract from the character of the Building as a first-class building, (ii) if such proposed assignee or subtenant is an existing tenant of the Building, (iii) if such proposed assignment, subletting or use would contravene any restrictive covenant (including any exclusive use) applicable to the Building or Project, (iv) if the creditworthiness of the proposed transferee or subtenant does not meet the same criteria Landlord uses to select comparable Building tenants as determined in Landlord's commercially reasonable opinion.

(b) Sublessees or transferees of the Demised Premises for the balance of the Lease Term shall become directly liable to Landlord for all obligations of Tenant hereunder, without relieving Tenant (or any guarantor of Tenant's obligations hereunder) of any liability therefor, and Tenant shall remain obligated for all liability to Landlord arising under this Lease during the entire remaining Lease Term including any extensions thereof, whether or not authorized herein. In any event, with respect to any assignment, sublease, transfer or hypothecation, unless otherwise agreed by Landlord in writing, Tenant shall remain primarily liable on this Lease for the entire Term hereof and shall in no way be released from the full and complete performance of all the terms, conditions, covenants and agreements contained herein. If Tenant is a partnership, professional association or a limited liability company, a withdrawal or change, whether voluntary, involuntary or by operation of law, of partners or members owning a controlling interest in Tenant or having the power to manage the business of Tenant shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of a controlling interest in the capital stock of Tenant, shall be deemed a voluntary assignment of this Lease and subject to the foregoing provisions.

(c) As a condition to considering any request for consent to an assignment or sublease, Tenant shall submit a written request ("Request to Assign") to Landlord at least sixty (60) days in advance of

the date on which Tenant desires to make such an assignment or sublease. Tenant's Request to Assign shall specify all of the terms of said proposed sublease or assignment, including the proposed effective date thereof, as well as the name and address of each proposed subtenant or assignee. Landlord may require Tenant to obtain and submit current financial statements of any proposed subtenant or assignee (including, without limitation, current financial statements of any prospective guarantor). Landlord shall then have a period of thirty (30) days following receipt of Tenant's Request to Assign within which to notify Tenant in writing whether Landlord elects to: (i) cancel and terminate this Lease as to the space so affected as of the proposed effective date so specified by Tenant in its notice, in which event Tenant will be relieved of all obligations hereunder as to such space first accruing from and after such termination; (ii) permit Tenant to assign this Lease or sublet such space for the duration specified by Tenant in its notice; or (iii) reject the proposed assignment or sublease, specifying the reasons for such rejection. If Landlord fails to notify Tenant in writing of its election within the thirty (30) day period, Landlord shall be deemed to have elected option (iii) above. If Landlord elects option (i) above, Tenant shall have fifteen (15) days following receipt of such election notice to rescind its Request to Assign, in which event this Lease shall remain in full force and effect as to the entire Premises; provided, however, that Tenant shall not submit a Request to Assign more than once per each 6 month period of the Lease Term. Tenant shall pay to Landlord a fee of \$2,500.00 to cover Landlord's accounting costs and legal fees incurred by Landlord as a result of reviewing the proposed assignment or sublease. Landlord may require an additional security deposit or other form of credit enhancement reasonably acceptable to Landlord (including, by way of example and not in limitation, an irrevocable letter of credit, personal guaranties or other collateral in such form and commercially reasonable amounts as may be acceptable to Landlord) as a condition of its consent. Any consideration, in excess of the Rent and other charges and sums due and payable by Tenant under this Lease, paid to Tenant by any sublessee under or in connection with its sublease, or otherwise paid to Tenant by another party for use and occupancy of the Demised Premises or any portion thereof, shall be promptly remitted by Tenant to Landlord as Additional Rental hereunder and Tenant shall have no right or claim thereto as against Landlord. No assignment of this Lease consented to by Landlord shall be effective unless and until Landlord shall receive an original assignment and assumption agreement, in form and substance reasonably satisfactory to Landlord, signed by Tenant and Tenant's proposed assignee, whereby the assignee assumes due performance of this Lease to be done and performed for the balance of the then remaining Lease Term of this Lease. No subletting of the Demised Premises, or any part thereof, shall be effective unless and until there shall have been delivered to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, signed by Tenant and the proposed sublessee, whereby the sublessee acknowledges the right of Landlord to continue or terminate any sublease, in Landlord's commercially reasonable discretion, upon termination of this Lease, and such sublessee agrees to recognize and attorn to Landlord in the event that Landlord elects under such circumstances to continue such sublease.

If Landlord exercises its right as of the effective date of such assignment, sublease or other transaction to cancel and terminate this Lease as set forth in subparagraph (b) above, Landlord shall not be obligated to pay any costs with respect to demising the space or any consideration to effect such cancellation as to the portion of the Demised Premises and Lease Term with respect to which Landlord has been requested to permit such assignment, sublease or other transaction; and if Landlord elects to cancel and terminate this Lease as to the aforesaid portion of the Demised Premises and for the term proposed to be assigned or subleased, then the Base Rental and other charges payable hereunder shall thereafter be proportionally reduced.

(d) Notwithstanding anything contained in this Lease to the contrary, if Tenant assigns this Lease or sublets the Demised Premises in contravention hereof, or if Tenant otherwise, by operation of law, ceases to be the sole occupant of the Demised Premises without the consent of Landlord, which consent shall not be unreasonably withheld, the same shall be deemed a material default of Tenant. Occupancy or possession of the Demised Premises shall cause said unapproved assignee, sublessee, or occupant to be liable directly to Landlord for all amounts chargeable under this Lease, without the granting thereto of a right of possession of the Demised Premises. Acceptance by Landlord of any Rent payable hereunder made by anyone other than Tenant as named herein shall under no circumstances in and of itself be deemed an approval by Landlord of any assignment or subletting not in compliance herewith.

24. Destruction. Should the Building, Premises or any portion of the Premises material to Tenant's use of the Premises be so damaged by fire or other cause that rebuilding or repairs cannot, in the opinion of Landlord's architect (the "Opinion"), be completed within one hundred eighty (180) days from the date of the fire, or other cause of damage, then Landlord shall deliver notice of such Opinion to Tenant within thirty (30) days after the occurrence of such fire damage or other cause of damage. Either Landlord or, if the casualty is not the fault of Tenant, Tenant, may terminate this Lease by written notice to the other given within thirty (30) days of receipt of notice of the Opinion, in which event Rent shall be abated from the date of such damage or destruction. However, if the damage or destruction is such that rebuilding or repairs can be completed within one hundred eighty (180) days, Landlord covenants and agrees, subject to the provisions of this paragraph, to make such repairs with reasonable promptness and dispatch and, if the casualty is reasonably determined not to be the result of the gross negligence or willful act of Tenant, to allow Tenant an abatement in the Rent for such time as the Premises are untenable or proportionately for such portion of the Premises as shall be untenable, and Tenant covenants and agrees that the terms of this Lease shall not be otherwise affected. Repairs and restoration to base Building improvements required by this Lease to be furnished by Landlord at its expense shall be made at Landlord's expense. Such repairs and restoration relating to Tenant's initial leasehold improvements or improvements otherwise made by or for Tenant shall be made at Tenant's expense in accordance with plans and specifications approved by Landlord and Tenant. In no event shall Landlord be required to repair or replace any trade fixtures, furniture, equipment or other property belonging to Tenant; nor shall Landlord have any obligation to incur any cost to repair, reconstruct or restore the Premises or the Building in excess of insurance proceeds from the casualty necessitating such work that are made available to Landlord. Notwithstanding anything to the contrary, either party may terminate this Lease in the event that Landlord maintained all casualty insurance in full compliance with the requirements of this Lease, the insurance proceeds made available to Landlord are insufficient to repair, reconstruct or restore the Premises or the Building in accordance with the terms hereof and Landlord does not intend to repair or restore the Premises as a result, by giving written notice to the other within thirty (30) days following the date of Tenant receiving notice of such determination by Landlord. Notwithstanding anything to the contrary, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty occurs during the last twelve (12) months of the Term.

25. Eminent Domain.

(a) If all or part of the Demised Premises shall be taken for any public or quasi-public use by virtue of the exercise of the power of eminent domain or by private purchase in lieu thereof, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Landlord or Tenant shall have the right to terminate this Lease as to the balance of the Demised Premises by written notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Demised Premises taken shall be of such extent and nature as, in Tenant's reasonable judgment, to substantially to impair Tenant's use of the balance of the Demised Premises. If title to so much of the Building is taken that a reasonable amount of reconstruction thereof will not in Landlord's reasonable discretion result in the Building being a practical improvement and reasonably suitable for use for the purpose for which it is designed, then Landlord shall so notify Tenant in writing and this Lease shall terminate on the date that the condemning authority actually takes possession of the part so condemned or purchased.

(b) If this Lease is terminated under the provisions of this Article, Rent shall be apportioned and adjusted as of the date of termination based on the proportionate decrease in the square feet of Rentable Floor Area resulting from such taking. Tenant shall have no claim against Landlord or against the condemning authority for the value of any leasehold estate or for the value of the unexpired Lease Term provided that the foregoing shall not preclude any claim that Tenant may have against the condemning authority for the unamortized cost of leasehold improvements, to the extent the same were installed at Tenant's expense (and not with the proceeds of an allowance provided by Landlord), and for loss of business, moving expenses or other consequential damages,

in accordance with subparagraph (d) below, provided, however, that no such claim shall diminish or adversely affect Landlord's award.

(c) If there is a partial taking of the Building and this Lease is not thereupon terminated under the provisions of this Article, then this Lease shall remain in full force and effect, and Landlord shall, within a reasonable time thereafter, repair or reconstruct the remaining portion of the Building to the extent necessary to make the same a complete architectural unit; provided that in complying with its obligations hereunder Landlord shall not be required to expend more than the net proceeds of the condemnation award which are paid to Landlord. Rent shall abate during such repairs and reconstruction based on the decrease in the square feet of Rentable Floor Area of Demised Premises resulting from such taking and, if Landlord cannot or does not repair or reconstruct the entire Rentable Floor Area of Demised Premises with the proceeds of the condemnation award which are paid to Landlord, then Rent shall permanently abate as to the Rentable Floor Area of Demised Premises not so repaired or reconstructed.

(d) All compensation awarded or paid to Landlord upon a total or partial taking of the Demised Premises or the Building shall belong to and be the property of Landlord without any participation by Tenant. Nothing herein shall be construed to preclude Tenant from prosecuting any claim directly against the condemning authority for loss of business, for damage to, and cost of removal of, trade fixtures, furniture and other personal property belonging to Tenant, and for the unamortized cost of leasehold improvements to the extent same were installed at Tenant's expense, provided, however, that no such claim shall diminish or adversely affect Landlord's award. In no event shall Tenant have or assert a claim for the value of any unexpired term of this Lease. Subject to the foregoing provisions of this subparagraph (d), Tenant hereby assigns to Landlord any and all of its right, title and interest in or to any compensation awarded or paid as a result of any such taking.

(e) Notwithstanding anything to the contrary contained in this Article if, during the Lease Term, the use or occupancy of any part of the Building or the Demised Premises shall be taken or appropriated temporarily for any public or quasi-public use under any governmental law, ordinance, or regulations, or by right of eminent domain, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all Rent payable hereunder by Tenant during the Lease Term. In the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the loss of use or occupancy of the Demised Premises during the Lease Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration and compensation for the loss of use or occupancy of the Demised Premises after the end of the Lease Term.

26. Landlord's Right of Entry. Landlord and its agents, employees and independent contractors shall have the right to enter the Demised Premises at reasonable hours which shall not materially interfere with Tenant's business to inspect, test and examine the same (including, without limitation, air quality audits), to make repairs, additions, alterations, and improvements, to exhibit the Demised Premises to mortgagees, prospective mortgagees, purchasers or tenants, and to inspect the Demised Premises to ascertain that Tenant is complying with all of its covenants and obligations hereunder, all without being liable to Tenant in any manner whatsoever for any damages arising therefrom; provided, however, that Landlord shall, except in case of emergency, afford Tenant such prior notification of an entry into the Demised Premises as shall be reasonably practicable under the circumstances. Landlord shall be allowed to take into and through the Demised Premises any and all materials that may be required to make such repairs, additions, alterations or improvements. During such time as such work is being carried on in or about the Demised Premises, provided such work does not materially interfere with the operation of Tenant's business, the Rent provided herein shall not abate, and Tenant waives any claim or cause of action against Landlord for damages by reason of interruption of Tenant's business or loss of profits therefrom because of the prosecution of any such work or any part thereof. Landlord shall take reasonable measures and schedule such repairs, additions, alterations or improvements so as to not materially interfere with Tenant's use and occupancy of the Demised

Premises. If Landlord's repairs, additions, alterations or improvements require Tenant to be closed during normal business hours, Base Rent shall abate for the number of days of such required closure.

27. Broker. Any leasing commission payable from Landlord by virtue of this Lease shall be paid by Landlord to Broker(s) in accordance with the terms of a separate agreement between Landlord and Broker(s). Tenant hereby authorizes Broker(s) and Landlord to identify Tenant as a tenant of the Building and to state the amount of space leased by Tenant in advertisements and promotional materials relating to the Building. Tenant represents and warrants to Landlord that (except with respect to any Broker[s] identified herein) no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Demised Premises and that (except with respect to any Broker[s] identified herein) no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesperson, or other person as a result of any act or agreement of Tenant. Landlord and Tenant agree to indemnify and hold the other Party harmless from all loss, liability, damage, claim, judgment, cost or expense (including reasonable attorney's fees and court costs) suffered or incurred by Landlord or Tenant as a result of a breach by the other Party of the representation and warranty contained in the immediately preceding sentence or as a result of Tenant or Landlord's failure to pay commissions, fees, or compensation due to any broker who represented Tenant or Landlord, whether or not disclosed, or as a result of any claim for any fee, commission or similar compensation with respect to this Lease made by any broker, agent or finder (other than the Broker[s] identified in Article 1 hereinabove) claiming to have dealt with Tenant or Landlord.

28. Time. Time is of the essence of this Lease with respect to the performance of all obligations under this Lease. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the designated period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday on which national banks located in the State where the Premises is located are obligated or authorized to close their regular banking business, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. prevailing Central Time.

29. Subordination and Attornment.

(a) Tenant agrees that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any and all applicable laws, ordinances, rules and regulations of governmental authorities, restrictions and covenants of record, condominium documents, and ground or underlying lease, which may now or hereafter be in effect regarding the Project or any component thereof, to any mortgage now or hereafter encumbering the Demised Premises or the Project or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions, and restatements thereof, and to any replacements and substitutions thereof. The terms of this provision shall be self-operative and no further instrument of subordination shall be required. Upon request of any party in interest, Tenant shall execute promptly (but in any event within ten (10) days of request therefor) such instrument or certificates as may be reasonably required to carry out the intent hereof, whether said requirement is that of Landlord or any other party in interest, including, without limitation, any ground lessor or mortgagee. Landlord is hereby irrevocably vested with full power and authority as attorney-in-fact for Tenant and in Tenant's name, place and stead, to subordinate Tenant's interest under this Lease to the applicable ground or underlying lease or the lien or security title of any mortgage and to any future instrument amending, modifying, renewing, consolidating, extending, restating, replacing or substituting any such ground or underlying lease or mortgage. If any mortgagee or any lessor under a ground or underlying lease elects to have this Lease superior to its mortgage or lease and signifies its election in the instrument creating its lien or lease or by separate recorded instrument, then this Lease shall be superior to such mortgage or lease, as the case may be.

(b) The term “mortgage,” as used in this Lease, includes any deed to secure debt, deed of trust or security deed and any other instrument creating a lien or security title in connection with any other method of financing or refinancing. The term “mortgagee,” as used in this Lease, refers to the holder(s) of the indebtedness secured by a mortgage.

(c) In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage covering the Demised Premises or the Project, or in the event the interests of Landlord under this Lease shall be transferred by reason of deed in lieu of foreclosure or other legal proceedings, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of the transferee or purchaser at foreclosure or under power of sale, or the lessor of the Landlord upon such lease termination, as the case may be (sometimes hereinafter called “such person”), attorn to such person and shall recognize and be bound and obligated hereunder to such person as the Landlord under this Lease; provided, however, that no such person shall be (i) bound by any payment of Rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease; (ii) bound by any amendment or modification of this Lease thereafter made without the express written consent of the mortgagee or lessor of the Landlord, as the case may be; (iii) liable for any act or omission of any prior landlord (including Landlord); or (iv) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord). Tenant agrees to execute any commercially reasonable attornment agreement not in conflict herewith requested by Landlord, the mortgagee or such person.

(d) Tenant shall send to each mortgagee (after receipt of notification of the identity of such mortgagee and the mailing address thereof) copies of all notices of default that Tenant sends to Landlord; such notices to said mortgagee shall be sent concurrently with the sending of such notices to Landlord and in the same manner as notices are required to be sent pursuant to this Lease. Tenant will accept performance of any provision of this Lease by such mortgagee as performance by, and with the same force and effect as though performed by Landlord, provided that in no instance shall such mortgagee be under any obligation to so perform. If any act or omission of Landlord would give Tenant the right, immediately or after lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right until (a) Tenant gives notice of such act or omission to Landlord and to each such mortgagee, and (b) a period of time for remedying such act or omission elapses that is equal to the period to which Landlord is entitled under this Lease or otherwise, after similar notice, to effect such remedy.

(e) Notwithstanding any provision to the contrary in this Article, Tenant’s subordination to any mortgage, attornment to any mortgagee (which shall include any assignee of such mortgagee or transferee or purchaser at a foreclosure sale under any such mortgage), and compliance with the other provisions of this Article shall be conditioned upon receipt by Tenant of a non-disturbance agreement reasonably satisfactory to Tenant executed by such mortgagee.

30. Estoppel Certificates. Within ten (10) days after request therefor by Landlord, Tenant agrees to execute and deliver to Landlord in recordable form an estoppel certificate addressed to Landlord, any mortgagee or assignee of Landlord's interest in, or purchaser of, the Demised Premises or the Building or any part thereof, certifying (if such be the case) that this Lease is unmodified and is in full force and effect (and if there have been modifications, that the same is in full force and effect as modified and stating said modifications); certifying that there are no defenses or offsets against the enforcement thereof or stating those claimed by Tenant; stating the date to which Rent and other charges have been paid; and certifying that to Tenant’s knowledge there are no events of default or events or conditions which, with the giving of notice or passage of time, would be an event of default under this Lease or stating those claimed by Tenant. Such certificate shall also include such other information as may reasonably be required by such mortgagee, proposed mortgagee, assignee, purchaser or Landlord. Any such certificate may be relied upon by Landlord, any mortgagee, proposed mortgagee, assignee, purchaser and any other party to whom such certificate is addressed.

31. No Estate. This Lease shall create the relationship of landlord and tenant only between Landlord and Tenant and no estate shall pass out of Landlord.

32. Cumulative Rights. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative to, but not restrictive of, or in lieu of those conferred by law.

33. Holding Over. If Tenant remains in possession after expiration or termination of the Lease Term without Landlord's written consent, Tenant shall become a tenant-at-sufferance, and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the monthly Base Rental rate shall be double (200%) the amount of Base Rental rate payable for the last full calendar month of the Lease Term.

34. Surrender of Premises. Upon the expiration or other termination of this Lease, Tenant shall quit and surrender to Landlord the Demised Premises and every part thereof and all alterations, additions and improvements thereto, broom clean and in good condition and state of repair, reasonable wear and tear only excepted. Tenant shall remove all personalty and equipment not attached to the Demised Premises which it has placed upon the Demised Premises or the Project and repair any damage caused by such removal, and Tenant shall restore the Demised Premises or Project, as applicable, to the condition immediately preceding the time of placement thereof, reasonable wear and tear excepted. At Landlord's option, Tenant shall also be responsible for removing all wires and cables installed by Tenant in the Demised Premises and other portions of the Building to serve Tenant's telecommunications and computer systems in the Demised Premises, and the removal of such wires and cables shall be effected by Tenant without damage to the Building and without interference with the business or operations of Landlord or any other tenant of the Building. If Tenant shall fail or refuse to remove all of Tenant's effects, personalty and equipment from the Demised Premises and the Building upon the expiration or termination of this Lease for any cause whatsoever or upon the Tenant being dispossessed by process of law or otherwise, such effects, personalty and equipment shall be deemed conclusively to be abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by Landlord without written notice to Tenant or any other party and without obligation to account for them. Tenant shall pay Landlord on demand any and all reasonable expenses incurred by Landlord in the removal of such property, including, without limitation, the cost of repairing any damage to the Building or Project caused by the removal of such property and storage charges (if Landlord elects to store such property). The covenants and conditions of this Article shall survive any expiration or termination of this Lease.

35. Notices. All notices, statements, demands, consents, approvals or authorizations (collectively hereinafter referred to as notices) required or permitted hereunder by either party hereto to the other party shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, or (b) one (1) business day after deposit with an overnight courier service for next business day delivery, with postage or other delivery charges prepaid. Either party may, by like notice, at any time and from time to time, designate a different address to which notices shall be sent. Notwithstanding any provision to the contrary, Tenant hereby agrees that Landlord shall have the right, in full satisfaction of Landlord's notice delivery obligations hereunder, to deliver any and all notices required under this Lease, to the person in charge of the Demised Premises at the time said notice is given or occupying said Demised Premises at said time; and, if no person is in charge of or occupying the said Demised Premises, then such service or notice may be made by attaching the same, in lieu of mailing, on the main entrance to the Demised Premises.

36. Damage or Theft of Personal Property. All personal property brought into Demised Premises by Tenant, or Tenant's employees or business visitors, shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any act of co-tenants, occupants, invitees or other users of the Building or any other person. Landlord shall not at any time be

liable for damage to any property in or upon the Demised Premises which results from power surges or other deviations from the constancy of the electrical service or from gas, smoke, water, rain, ice or snow which issues or leaks from or forms upon any part of the Building or from the pipes or plumbing work of the same, or from any other place whatsoever.

37. Landlord's Lien. In addition to any statutory lien, Landlord is hereby granted and shall have, at all times, a valid security interest under the Uniform Commercial Code of Alabama to secure payment of all Rent and other sums of money becoming due under this Lease from Tenant, and to secure payment of any damages or loss which Landlord may suffer by reason of breach by Tenant of any covenant, agreement or condition contained herein, upon all goods, wares, equipment, fixtures, furniture, improvements and other personal property of Tenant presently or which may hereafter be situated within the Demised Premises, and all proceeds thereof (except property as removed from the Premises in the ordinary course of Tenant's business prior to Landlord's exercise of any such rights in said security). Tenant shall not allow such property to be removed therefrom without the prior written consent of Landlord until all arrearages in Rent as well as any and all other sums of money then due or to accrue and become due under this Lease to Landlord shall first have been paid and discharged and all of the covenants, agreements and conditions hereof have been fully complied with and performed by Tenant. Upon the occurrence of an event of default by Tenant, Landlord may, in addition to any other remedies provided herein, enter upon the Demised Premises and take possession of any and all goods, wares, equipment, fixtures, furniture, improvements and other personal property situated within the Demised Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, at which sale Landlord or its assigns may purchase unless otherwise prohibited by law. Unless otherwise provided by law, and without intending to exclude any other manner of giving Tenant reasonable notice, the requirement of reasonable notice shall be met if such notice is given at least ten (10) days before the time of any sale. The proceeds from any such disposition, less any and all reasonable expenses connected with the taking of possession, holding and selling of the property (including reasonable attorney's fees and other reasonable expenses), shall be applied as a credit against the indebtedness secured by the security interest granted in this Article. Any surplus shall be paid to Tenant or as otherwise required by law; and Tenant shall pay any deficiencies immediately. Landlord shall have all of the rights and remedies of a secured party under the Alabama Uniform Commercial Code and upon request by Landlord, Tenant shall execute and deliver to Landlord a financing statement in such form sufficient to perfect the security interest created herein under the provisions of the Alabama Uniform Commercial Code, or Landlord may file this Lease or a copy hereof as a financing statement or Landlord may file a financing statement. The statutory lien for rent is not hereby waived; on the contrary, the security interest herein granted shall be in addition to and supplementary of said statutory lien. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the State of Alabama.

38. Additional Covenants Related to Historic Tax Credits. Landlord contemplates causing the Building to be rehabilitated in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Federal Historic Tax Credits") pursuant to Section 47 of the Internal Revenue Code of 1986, as amended (the "Code"), and Alabama Act Number 2017-380 (the "Alabama Historic Tax Credits" and together with the Federal Historic Tax Credits, the "Historic Tax Credits"). In furtherance of Landlord's pursuit of the Historic Tax Credits, Tenant covenants to Landlord that for the Lease Term:

(a) Tenant shall cooperate with Landlord, at no expense to Landlord, in Landlord's pursuit of any Historic Tax Credits; in amplification of the above, Tenant shall file any and all requests for approval, reports, information returns and other certifications, statements and documents on a timely basis with the Internal Revenue Service and/or the State of Alabama taxing authorities and any other federal, state or local

governmental agency or political subdivision as may be required to support Landlord's pursuit of Historic Tax Credits, all of which documents shall be in all respects reasonably acceptable to Tenant as to form and substance and in full accordance with applicable law;

(b) Tenant shall not enter into any sublease and shall not take any action or permit any action to be taken by any of its affiliates that, in either case, would cause the Premises to be deemed to be "tax-exempt use property" under Sections 47(c)(2)(B)(v) or 168(h) of the Code (or any corresponding or related provision of the Code);

(c) Tenant shall cooperate with Landlord, at Landlord's cost and expense (to which the Tenant Improvement Allowance, as provided herein and if applicable, may be setoff against), do all things necessary to ensure (i) that any repairs, alterations, replacements or other work performed by, or on behalf of Tenant, are done in accordance with the standards for rehabilitation set forth in Title 36 of the Code of Federal Regulations, Part 67.7, or any successor provisions, as amended from time to time (the "Secretary's Standards") and any and all approvals related to the Historic Tax Credits, and (ii) that Tenant will assist Landlord in causing to be delivered a final certification of completed work from the National Parks Service, the Alabama Historical Commission and any other applicable governmental agencies (including, but not limited to, the City of Birmingham Design Review Committee) stating that any such work performed by or on behalf of Tenant is consistent with the historic character of the Building or otherwise satisfactory to such agencies; and

(d) Landlord may assign this Lease to an affiliated entity in connection with the syndication of the Historic Tax Credits and Tenant hereby consents to any such assignment.

39. Parties. The term "Landlord," as used in this Lease, shall include Landlord and its assigns and successors. It is hereby covenanted and agreed by Tenant that should Landlord's interest in the Demised Premises cease to exist for any reason during the Lease Term, then notwithstanding the happening of such event, this Lease nevertheless shall remain in full force and effect, and Tenant hereby agrees to attorn to the then owner of the Demised Premises. The term "Tenant" shall include Tenant and its heirs, legal representatives and successors, and shall also include Tenant's assignees and sublessees, if this Lease shall be validly assigned or the Demised Premises sublet for the balance of the Lease Term or any renewals or extensions thereof. In addition, Landlord and Tenant covenant and agree that Landlord's right to transfer or assign Landlord's interest in and to the Demised Premises, or any part or parts thereof, shall be unrestricted, and that in the event of any such transfer or assignment by Landlord which includes the Demised Premises, all obligations as Landlord hereunder to Tenant thereafter accruing hereunder shall cease and terminate, and Tenant shall look only and solely to Landlord's assignee or transferee for performance thereof.

40. Liability of Tenant. Tenant hereby indemnifies Landlord from and agrees to hold Landlord harmless against, any and all liability, loss, cost, damage or expense, including, without limitation, court costs and reasonable attorney's fees, incurred by Landlord or imposed on Landlord by any person whomsoever, to the extent (a) caused by any act or omission of Tenant, or any of Tenant's Agents, (b) resulting or arising from or connected with injury or damage to person or property that occurs in or about the Premises, (c) otherwise occurring in connection with any use of the Premises or any other area of the Project by Tenant or any of Tenant's Agents or any breach, default, violation or nonperformance of any term, provision, covenant or condition on the part of Tenant or any of Tenant's Agents hereunder, or (d) any violation by Tenant or Tenant's Agents of any law, ordinance or governmental order of any kind or of any of the Rules and Regulations. The provisions of this Article shall survive any termination of this Lease.

41. Relocation of the Premises. Landlord reserves the right at any time, at its option and upon giving not less than one hundred twenty days (120) days prior written notice to Tenant (the

“Relocation Notice”), to transfer and remove Tenant from the Demised Premises herein specified to any other available premises in the Project reasonably acceptable to Tenant containing approximately the same number of square feet as the Demised Premises including the Courtyard & Atrium space (the “Relocation Premises”). Tenant’s rejection of space that does not provide access to the Courtyard & Atrium shall not be considered unreasonable. Within thirty (30) days after receipt by Tenant of the Relocation Notice, Tenant shall advise Landlord in writing whether Tenant agrees to relocate to the Relocated Premises in accordance with the provisions hereof. In the event Tenant notifies Landlord within such thirty (30) day period that Tenant is not willing to relocate, or fails to notify Landlord of its decision with respect to such relocation within such thirty (30) day period, then at any time thereafter Landlord may terminate this Lease upon thirty (30) day’s prior written notice to Tenant (the “Termination Notice”), in which event this Lease will expire on the date set forth in the Termination Notice. If Tenant agrees to so relocate, after Relocation Notice from Landlord to do so, Landlord shall, at its sole cost and expense, commence and diligently proceed to complete all work required to make the Relocated Premises suitable for Tenant’s business in a manner and grade of construction substantially similar to the then current Premises. Within five (5) days after Landlord notifies Tenant in writing that the construction work is completed at the Relocated Premises, Tenant shall vacate the Premises and peaceably surrender possession thereof to the Landlord, physically relocate to such Relocated Premises and commence business therein, provided Landlord has performed its obligations under this Section so that Tenant can commence business in the Relocated Premises. Landlord shall pay all expenses of relocation, including, but not limited to all moving expenses. If Tenant is unable to commence business in the Relocated Premises at the time of relocation due to Landlord’s failure to comply with the provisions of this Section, Base Rent shall abate until Tenant is able to commence business in the Relocated Premises. Following such relocation, Landlord and Tenant agree to promptly execute and deliver an appropriate amendment to this Lease reflecting the changes in this Lease described or contemplated above; provided, however, that Tenant’s failure or refusal to execute or deliver such an amendment shall not limit or impair the effectiveness of the relocation.

42. Abandonment of the Premises. The abandonment of the use and occupancy contemplated hereunder or the vacation of the Demised Premises shall be an event of default by Tenant under this Lease, and in the event Tenant shall so abandon or vacate the Demised Premises, unless due to a casualty, condemnation, governmental regulation, or remodeling (which remodeling is being diligently prosecuted), Landlord may, at any time while such abandonment or vacation of the Demised Premises is continuing, notify Tenant of Landlord’s election to terminate this Lease, in which event this Lease shall terminate on the date so selected by Landlord in Landlord’s written election to terminate this Lease, and on the date so set forth in Landlord’s written election, this Lease shall terminate and come to an end as though the date selected by Landlord were the last day of the natural expiration of the Lease Term; provided, however, that no such termination shall affect or limit any obligations or liabilities of Tenant arising or accruing under this Lease prior to the effective date of any such termination.

43. Force Majeure. Except as to Tenant’s obligation to pay Rent and all other charges and sums due and payable to Landlord, in the event of strike, lockout, labor trouble, civil commotion, act of God, governmental order, epidemic, pandemic, or any other cause beyond a party’s control (collectively “force majeure”) resulting in the Landlord’s or Tenant’s inability to supply the services or perform the other obligations required of Landlord or Tenant hereunder, such performance shall be excused to the extent of and for the period equal to such delay and this Lease shall not terminate as a result thereof and, as the case may be, shall not be considered to be in default under this Lease with respect to their respective obligations, the performance of which has thus been delayed or prevented. If, as a result of force majeure, Tenant is delayed in performing any of its obligations under this Lease, other than Tenant’s obligation to pay Rent and all other charges and sums payable by Tenant hereunder, Tenant’s performance shall be excused for a period equal to such delay and Tenant shall not during such period be considered to be in default under this Lease with respect to the obligation, performance of which has thus been delayed.

44. **LANDLORD'S LIABILITY.** LANDLORD'S MEMBERS, PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, AND EMPLOYEES SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE. IF LANDLORD IS IN DEFAULT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS LEASE, TENANT SHALL LOOK SOLELY TO THE EQUITY OF LANDLORD IN AND TO THE BUILDING FOR SATISFACTION OF TENANT'S REMEDIES, IF ANY. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LANDLORD'S LIABILITY UNDER THE TERMS OF THIS LEASE SHALL IN NO EVENT EXCEED THE AMOUNT OF ITS INTEREST IN AND TO SAID BUILDING. IN NO EVENT SHALL ANY PARTNER OF LANDLORD NOR ANY MEMBER OR JOINT VENTURER IN LANDLORD, NOR ANY OFFICER, DIRECTOR OR SHAREHOLDER OF LANDLORD OR ANY SUCH PARTNER, MEMBER OR JOINT VENTURER OF LANDLORD BE PERSONALLY LIABLE WITH RESPECT TO ANY OF THE PROVISIONS OF THIS LEASE. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LANDLORD SHALL NOT HAVE ANY LIABILITY TO TENANT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES, OR FOR ANY CLAIMS TO THE EXTENT TENANT IS INSURED OR REQUIRED UNDER THIS LEASE TO BE INSURED THEREFOR.

45. Landlord's Covenant of Quiet Enjoyment. Provided Tenant performs the terms, conditions and covenants of this Lease, and subject to the terms and provisions hereof, Landlord covenants and agrees to take all necessary steps to secure and to maintain for the benefit of Tenant the quiet and peaceful possession of the Demised Premises, for the Lease Term, without hindrance, claim or molestation by Landlord or any other person lawfully claiming under Landlord.

46. Security Deposit.

(a) As security for the faithful performance by Tenant throughout the Lease Term, and any extensions or renewals thereof, of all the terms and conditions of this Lease on the part of Tenant to be performed (and as security for the performance of any obligations of Tenant which survive the expiration or earlier termination of the Lease Term), Tenant shall deposit with Landlord the Security Deposit set forth in Article 1 above upon execution of this Lease. In the event Tenant fails to deliver the Security Deposit to Landlord within five (5) days after the date of this Lease, Landlord shall have the right, by written notice to Tenant within ten (10) business days thereafter, to immediately terminate this Lease. The Security Deposit balance shall be returned to Tenant, without interest, within sixty (60) days after the day set for the expiration of the Lease Term, or any extension or renewal thereof, provided Tenant has fully and faithfully observed and performed all of the terms, covenants, agreements, warranties and conditions hereof on its part to be observed and performed. Landlord shall have the right, at any time, to apply all or any part of the Security Deposit toward the cure of any default of Tenant, the repair of any damage to the Demised Premises or otherwise caused by Tenant, or the amount of any Rent owing under this Lease. No application of the Security Deposit shall be construed to limit Landlord's right to recover additional sums from Tenant for damages to the Demised Premises. If all or any part of said Security Deposit is so applied by Landlord, then Tenant shall immediately pay to Landlord an amount sufficient to return said Security Deposit to the balance set forth in Article 1 above.

(b) In no event shall Tenant be entitled to apply the Security Deposit to any Rent due hereunder. In the event of an act of bankruptcy by or insolvency of Tenant, or the appointment of a receiver for Tenant or a general assignment for the benefit of Tenant's creditors, then the Security Deposit shall be deemed immediately assigned to Landlord. The right to retain the Security Deposit shall be in addition and not alternative to Landlord's other remedies under this Lease or as may be provided by law and shall not be affected by summary proceedings or other proceedings to recover possession of the Demised Premises.

(c) In the event of a sale or transfer of Landlord's interest in the Demised Premises or the Building or a lease by Landlord of the Building, Landlord shall have the right to transfer the described Security

Deposit to the purchaser or lessee, as the case may be, and, upon such transfer, Landlord shall be relieved of all liability to Tenant for the return of such Security Deposit. The Tenant shall look solely to the new owner or lessee for the return of said Security Deposit. The Security Deposit shall not be mortgaged, assigned or encumbered by Tenant. In the event of a permitted assignment or subletting under this Lease by Tenant, the Security Deposit shall be held by Landlord as a deposit made by the permitted assignee or subtenant and the Landlord shall have no further liability with respect to the return of said Security Deposit to the original Tenant.

(d) Landlord shall not be required to keep the Security Deposit separate from its general accounts.

47. Hazardous Substances.

(a) Tenant hereby covenants and agrees that Tenant shall not cause or permit any "Hazardous Substances" (as hereinafter defined) to be generated, placed, held, stored, used, located or disposed of at the Project or any part thereof, except for Hazardous Substances as are commonly and legally used or stored in lawful amounts as a consequence of using the Demised Premises for Tenant's general permitted use purposes. Tenant shall immediately deliver to Landlord complete copies of all notices, demands, or other communications received by Tenant from any governmental authority or any other third-party regarding any alleged or potential violations of any Environmental Laws (defined below) or otherwise asserting the existence or potential existence of any condition or activity on or about the Demised Premises which is or could be dangerous to life, limb, property, or the environment. Without limiting the foregoing, if the presence or need for remediation of any Hazardous Substances on or about the Project is caused by Tenant or its contractors, agents, customers or invitees, Tenant shall immediately notify Landlord in writing thereof and, upon Landlord's reasonable demand, promptly take all actions, at no cost or expense to Landlord, as are necessary to remediate such condition and/or to return the Demised Premises to the condition existing prior to the introduction of any such Hazardous Substances, provided that Landlord's approval of such action, which approval shall not be unreasonably withheld, shall first be obtained. Promptly upon receipt of Landlord's request, Tenant shall submit to Landlord true and correct copies of any reports filed by Tenant with any governmental or quasi-governmental authority regarding the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Demised Premises. Tenant also agrees to cooperate with Landlord and to provide access by Landlord and Landlord's representatives to any Tenant's records with respect to the Demised Premises relating to any assessment of the environmental condition of the Demised Premises and the generation, placement, storage, use, treatment or disposal of Hazardous Substances on or about the Demised Premises. Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Demised Premises of any Hazardous Substances (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act "CERCLA", any so-called federal, state or local "Superfund" or "Superlien" laws or any other Environmental Law); provided, however, that the foregoing indemnity is limited to the extent attributable to Tenant's violation of the covenant contained in this Article. The obligations of Tenant under this Article shall survive any expiration or termination of this Lease.

(b) Landlord and its successors and assigns shall indemnify, defend, reimburse and hold Tenant, harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Tenant by any person, entity or governmental agency, including the cost of remediation (but excluding loss of business, loss of profits or other consequential damages), which result from Hazardous Substances which existed on the Premises prior to

Tenant's occupancy or which are caused by the negligence or willful misconduct of Landlord or Landlord's contractors, agents, customers or invitees or by Landlord's failure to comply with Environmental Laws. Landlord's obligations, as and when required by Environmental Laws, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement. Landlord's obligations shall survive the expiration or termination of this Lease.

(c) "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (EPA) or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including, without limitation, strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect (collectively "Environmental Laws").

48. Memorandum of Lease. Tenant and Landlord may execute a Memorandum of Lease describing this Lease in a form mutually acceptable to Tenant and Landlord, which shall be recorded with the Clerk of the Probate Court in the jurisdiction in which the Premises are located.

49. Submission of Lease. The submission of this Lease for examination does not constitute an offer to lease and this Lease shall be effective only upon execution hereof by Landlord and Tenant and upon execution of the required Guaranty Agreements annexed hereto and incorporated herein as Exhibit "G."

50. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, the remainder of this Lease shall not be affected thereby, and in lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical to the said clause or provision as may be legal, valid and enforceable.

51. Entire Agreement. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect with respect to the subject matter contemplated hereby. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with any obligation of Tenant hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. This Lease may not be altered, waived, amended or extended except by an instrument in writing signed by Landlord and Tenant. This Lease is not in recordable form, and Tenant agrees not to record or cause to be recorded this Lease or any short form or memorandum thereof. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Lease.

52. Headings. The use of headings herein is solely for the convenience of indexing the various paragraphs hereof and shall in no event be considered in construing or interpreting any provision of this Lease.

53. Attorney's Fees. If Landlord uses the services of any attorney in order to secure compliance with any provisions of this Lease, to recover damages for any breach or default of any provisions of this Lease, or to terminate this Lease or evict Tenant, Tenant shall reimburse Landlord upon demand for any and all reasonable attorney's fees and expenses so incurred by Landlord. If any action at law or equity is commenced between the parties hereto, the prevailing party shall be entitled to its reasonable attorneys' fees and costs in connection with such action.

54. Governing Law. The laws of the State of Alabama shall govern the validity, performance and enforcement of this Lease, without regard to its conflict of laws principles.

55. Special Stipulations. The special stipulations attached hereto as Exhibit "F" are hereby incorporated herein by this reference as though fully set forth (if none, so state).

56. Authority. Each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is fully authorized and qualified to do business in the State in which the Demised Premises are located, that Tenant has full right and authority to enter into this Lease, and that each person signing on behalf of Tenant is authorized to sign on behalf of the Tenant. Upon the request of Landlord, Tenant shall deliver to Landlord documentation satisfactory to Landlord evidencing Tenant's compliance with this Article, and Tenant agrees to promptly execute all necessary and reasonable applications or documents as reasonably requested by Landlord, required by the jurisdiction in which the Demised Premises is located, to permit the issuance of necessary permits and certificates for Tenant's use and occupancy of the Demised Premises.

57. Sales Reports and Financial Statements. Upon Landlord's reasonable request, Tenant shall promptly furnish to Landlord, no later than ten (10) days following such request, current financial statements with respect to Tenant. The financial statements may be unaudited, year-to-date, if audited financial statements are not available. Each financial statement shall be prepared in accordance with commercially reasonable accounting methods and certified to be true and correct by Tenant, which reports and statements Landlord agrees to keep confidential and not use except in connection with proposed sale or loan transactions.

58. Joint and Several Liability. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including without limitation all payment obligations with respect to Rent and all obligations concerning the condition of the Demised Premises.

59. Parking.

(a) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the parking areas serving the Project. Landlord shall not be liable for any loss, injury or damage to persons using the parking areas or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Project parking areas as provided herein shall be at the sole risk of Tenant and its employees.

(b) Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Project parking areas, if applicable, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto.

60. Patriot Act. Tenant represents and warrants to Landlord that Tenant is not, and is not acting, directly or indirectly, for or on behalf of, any person or entity named as a "specially designated national and blocked person" (as defined in Presidential Executive Order 13224) on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control, and that Tenant is not engaged in this transaction, directly or indirectly, on behalf of, and is not facilitating this transaction, directly or indirectly, on behalf of, any such person or entity. Tenant also represents and warrants to Landlord that neither Tenant nor its constituents or affiliates are in violation of any laws relating to terrorism or money laundering. Tenant hereby agrees to defend, indemnify and hold harmless Landlord

from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties by Tenant.

61. **WAIVER OF TRIAL BY JURY.** THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE.

62. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument. Each party agrees that if the signature of Landlord and/or Tenant on this Lease is not an original, but is a digital, mechanical, or electronic reproduction, then such signature shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. The parties hereto further agree to be bound by all terms and provisions of this Lease, including, without limitation, all exhibits and amendments, which are made a part hereof.

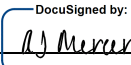
63. Confidential. Tenant agrees, on behalf of Tenant, Guarantor and Tenant's employees, agents, contractors, consultants, partners, affiliates, assignees and subtenants, not to disclose the terms of this Lease or the results of any audit of Landlord's books and records under this Lease to any third party except, on a confidential basis, to (i) accounting, legal or tax counsel to Tenant, (ii) insurance agents, bank officers or financial advisers of Tenant, (iii) any prospective assignee of Tenant's interest in this Lease or any prospective subtenant of Tenant relative to the Premises (or any portion thereof), (iv) as required by applicable law or by subpoena or other similar legal process, or (v) for financial reporting purposes.

[Signatures are on the next page]

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

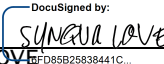
LANDLORD: 205 20th Street North MT, LLC

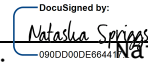
By:  _____
Name: Hunter Renfro
Title: Authorized Signatory

Witness:  _____
Printed Name: AJ Mercer
Date: 07/05/2023 | 14:26 CDT

Witness: _____
Printed Name: _____
Date: _____

TENANT: JOHIN'NA LLC d/b/a JOHIN'NA

By:  _____
Name: SYNQUA LOVE
Title: Member

Witness:  _____
Printed Name: Natasha Spriggs
Date: 07/03/2023 | 21:26 CDT

Witness: _____
Printed Name: _____
Date: _____

EXHIBIT "A"**FLOOR PLAN**

This floor plan is intended only to identify the location of the Demised Premises, it being understood that the layout and existence of any improvements within the Project, as shown on this floor plan, may not be accurate.

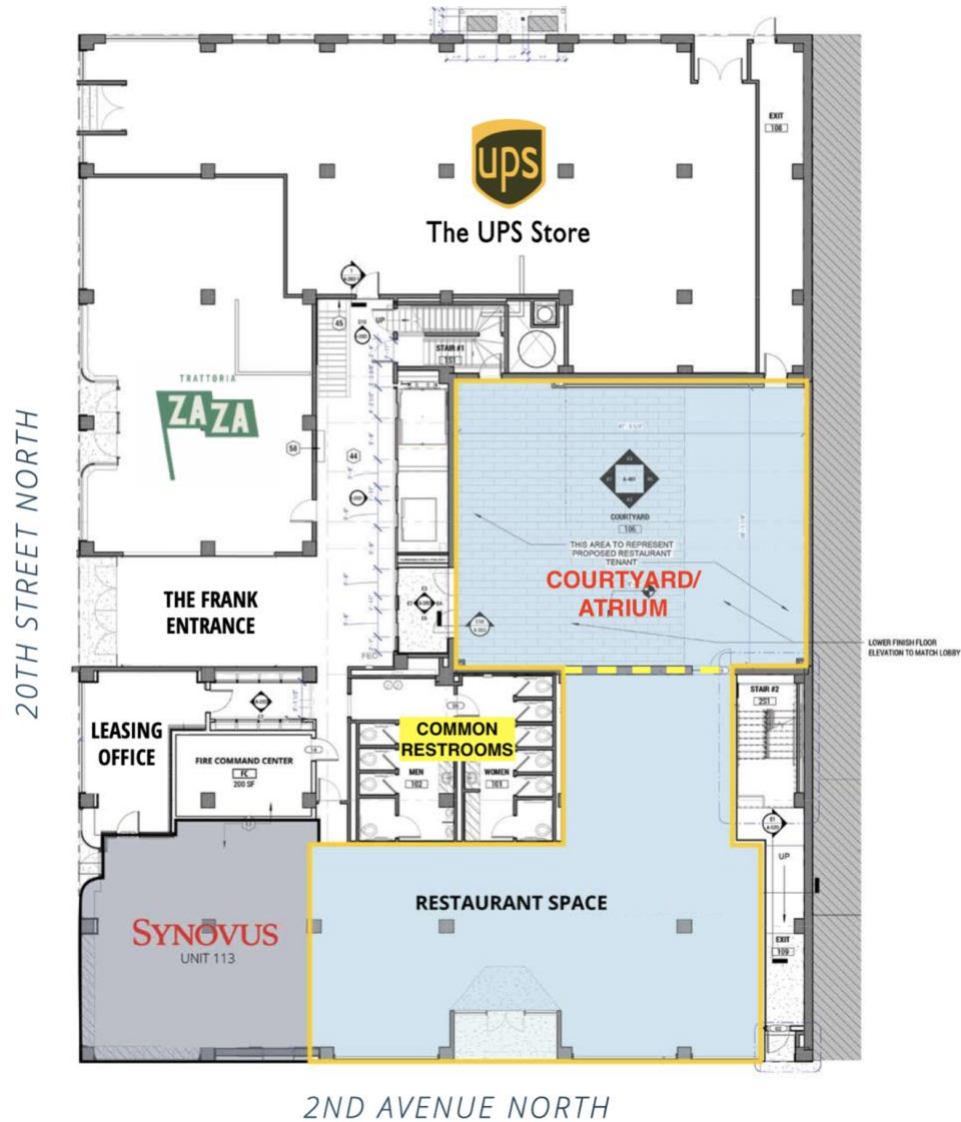


EXHIBIT "B"

SUPPLEMENTAL NOTICE

Re: Lease dated as of _____, 202__, by and between 205 20th Street North MT, LLC as Landlord, and JOHIN'NA LLC d/b/a JOHIN'NA as Tenant, as the same may have been modified from time to time (the "Lease"), for that certain premises located at 205 20th St N, Birmingham, AL 35203, as more particularly described in the Lease.

Landlord and Tenant hereby acknowledge and agree that:

1. The Lease Commencement Date is the ____ day of _____, 202__ and the Rent Commencement Date is the ____ day of _____, 202__.
2. The expiration date of the Term is the ____ day of _____ 20__, subject however to the terms and provisions of the Lease.
3. Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.
4. All other terms and conditions of the Lease Agreement are hereby ratified and acknowledged to be unchanged.

Acknowledged and agreed this ____ day of _____, 202__.

LANDLORD: 205 20th Street North MT, LLC

By: _____
Name: _____
Title: _____

TENANT: JOHIN'NA LLC d/b/a JOHIN'NA

By: _____
Name: _____
Title: _____

EXHIBIT "C"

A. Landlord's Work. Landlord shall provide the following (the "Landlord's Work") at Landlord's expense (RESTAURANT SPACE ONLY – NOT TO COURTYARD/ATRIUM SPACE):

1. **STOREFRONT:**

- a. Landlord will provide Tenant area for Tenant's signage sufficient for Tenant to meet Landlord's sign criteria. Tenant shall submit a sign proposal to the Landlord for approval.
- b. Landlord will provide entrance doors with standard hardware, including threshold, sweeps, weather stripping, and closure.

2. **EXTERIOR WALLS:** All exterior walls will match the existing elevation in order to provide consistency with the balance of the development. No changes shall be made without the Landlord's written approval.

3. **DEMISING WALLS:** Demising walls will be built and sealed to meet Code. Demising walls will be sheetrocked, sanded, primed and ready for painting by Tenant.

4. **INTERIOR DOORS:** Interior doors will be 3'-0" x 7'-0" hollow core wood doors with wood frames (i.e. unless otherwise required by Code) and provided with standard hardware for the intended purpose (e.g., passage, storage, toilet, etc.), or per Code, whichever is the more stringent. Doors and frames will be ready for painting by Tenant.

5. **FLOOR FINISHES:**

- a. Flooring to be existing flooring. If existing flooring is concrete, it will be non-polished concrete. Historic terrazzo and marble flooring surfaces will be required to remain.
- b. Flooring will have trenches filled with gravel where utility work was completed to allow Tenants to tie into plumbing. Landlord is not responsible for pouring concrete back in trenches.
- c. Flooring shall not have more than a 1.5" variation in over twenty feet (no finish or seal applied; patched and prepped).

6. **WALL FINISHES:**

- a. Original structural walls will be left as-is unless otherwise noted on architectural plans.
- b. Demising walls will be built and sealed to meet Code. Demising walls will be sheetrocked, sanded, primed, and ready for painting by Tenant.

7. **CEILINGS:**

- a. Ceilings will be exposed with potentially some or all of plumbing, gas, electrical, and fire sprinkler piping exposed below the ceiling. Tenants may install a second ceiling to cover any exposed pipes. Tenants may also paint exposed piping to match décor.
- b. If Tenant adds a second ceiling to hide the exposed ceiling, the fire sprinkler heads will need to be extended to go below the second ceiling to meet code requirements.

8. **HVAC:**

- a. The existing 4.5 Ton Mitsubishi PEFY-P54NMAU HVAC and 6 Ton Mitsubishi PEFY-P72NMHSU-E units with connection to the existing shared ERV system will be provided as currently installed.
- b. Tenant is responsible for changes and additions to the system.

9. FIRE SPRINKLER SYSTEM & FIRE ALARM SYSTEM:

- a. Fire sprinklers will be provided in accordance with NFPA 13 code requirements for shell condition.
- b. If Tenant adds additional walls inside the Unit, the fire sprinkler will need to be redesigned to ensure the Unit meets NFPA 13 code requirements.
- c. Each Unit will have fire alarm devices that connect into the building's fire alarm system.
- d. Tenants may need to add additional fire alarm devices depending on Tenant's buildout.

10. ELECTRICAL:

- a. Service with size and capacity determined by the shell building engineer. Wire electrical service conduit stubbed to Premises and furnished with meter.
- b. Minimal stumble lighting required by Code. Stumble lighting can be removed with the Tenant buildout of the Unit.
- c. Electrical panel to be provided by Landlord.

11. GAS:

- a. Service with size and capacity determined by the shell building engineer.
- b. Gas service to be extended and stubbed to the building.
- c. Gas meter and service for the tenant space are to be coordinated by Tenant.

12. COMMON AREA:

- a. Landlord shall construct demising walls for common areas, which include hallways that allow access to restrooms and restrooms themselves.
- b. Landlord shall construct code-compliant restrooms that shall be shared by all tenants.

13. WATER: Domestic water line stubbed to the tenant space with valve for future connection by Tenant.

14. OTHER WORK: Landlord to deliver the Premises to Tenant with ADA access to Tenant, plumbing service stubbed to the Premises, a grease trap, a hood venting chase, and with all major mechanical systems in good working order. Any and all other work not explicitly listed above shall be the responsibility of Tenant.

15. CODES: All work performed by the Landlord shall be in accordance with the applicable codes and regulations of the governing regulatory agency.

B. Tenant shall promptly pursue all Permits necessary for the "Leasehold Improvements" including, but not limited to construction and operation of the Premises for the Permitted Use ("Tenant's Permits"). Tenant shall complete the Leasehold Improvements prior to the Rent Commencement Date with such construction beginning after (1) Tenant's receipt of a fully executed counterpart of the Lease; (2) Tenant's receipt of written notice from Landlord to the effect that Tenant's plans for the Tenant Improvements (the "Tenant's Plans") have been approved by Landlord; and (3) delivery of the Premises to Tenant with Landlord's Work (as defined in the Lease) substantially complete. The Leasehold Improvements shall comply with the requirements set forth in this Lease. Tenant shall be allowed early access to the Premises if Landlord, in consultation with its contractor, believes that it is safe and appropriate for Tenant to access the Premises. Tenant shall be responsible for its own electrical upgrades and any repairs or maintenance that it requires for Tenant's electrical work.

C. No estimate has been provided regarding the costs of the Landlord's Work, and Landlord will not be liable to Tenant for any damages that may have been caused or resulting in any way from the costs of Landlord's Work.

D. The following conditions will specifically apply to the Tenant Improvement Allowance and the rights of the Tenant associated therewith:

1. The Tenant Improvement Allowance may be applied towards the Leasehold Improvements and related costs, including, but not limited to, cabling, architectural fees, permits, low voltage cabling, equipment, and the installation and fabrication of Tenant's signage; and the other items which are set forth in the Tenant's plans, as approved by Landlord ("Tenant's Plans"). The Tenant Improvement Allowance may also be applied toward cosmetic improvements to the Premises submitted to and approved by Landlord.

2. Landlord will not be required to make any disbursement of any portion of the Tenant Improvement Allowance (in each instance, a "Disbursement") unless Tenant has requested a Disbursement in writing, and delivered to Landlord the following documentation in connection therewith (any such request, along with the associated documentation, a "Disbursement Request"):

(a) a copy of Tenant's building permit, if applicable, associated with the Leasehold Improvements that are the subject of the Disbursement Request;

(b) reasonable written evidence that the portion of Leasehold Improvements that are the subject of the Disbursement Request have been completed in accordance with Tenant's Plans approved by the Landlord and all applicable government requirements, if any;

(c) Tenant's opening for business to the general public on or before 240 days following delivery of the Premises to Tenant by Landlord;

(d) Tenant's timely payment of Rent;

(e) all invoices, receipts and other evidence reasonably required by Landlord to evidence the cost of the applicable Leasehold Improvements;

(f) lien waivers and affidavits from Tenant's general contractor, together with any other evidence reasonably required by Landlord to satisfy Landlord's title insurer that there are no parties entitled to file a lien against the Premises in connection with any Leasehold Improvements at the Premises for which a Disbursement has already been made; and

(g) any other information or documentation requested by Landlord's lender in its reasonable discretion.

3. Landlord shall not be required to make any Disbursement if Tenant is in breach or default of the Lease, and unless: (1) Tenant has requested the Disbursement in writing (email will suffice); (2) Tenant has delivered the associated documentation to Landlord as part of the Disbursement Request as required by Section D.2 above; and (3) Tenant has complied with all requirements related to Historic Tax Credits, as laid out in Section 38 of this Lease. So long as these requirements are met, Disbursements shall be to Tenant within thirty (30) days of Landlord's receipt of Tenant's Disbursement Request.

EXHIBIT "D"

BUILDING STANDARD SERVICES

Landlord shall furnish the following services to Tenants at the Building Address during the Lease Term while the Demised Premises or any portion thereof is being occupied for business purposes (the "Building Standard Services"):

(a) Security services for the Building. Landlord shall be the sole determinant of the type and amount of security services, if any, to be provided, which security services shall be provided by Tenant at Tenant's cost.—Tenant, its agents, employees, contractors and visitors shall comply with the procedures and systems adopted by Landlord from time to time for the safety and security of the Building and its occupants. Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for, any liability or loss to Tenant, its agents, employees, contractors and visitors arising out of losses due to theft, burglary, or damage or injury to persons or property caused by persons gaining access to the Building and/or the Demised Premises, and Tenant hereby releases Landlord from all liability for such losses, damages or injury.

(b) Sufficient electrical, water, sewer, and gas capacity at the Building to operate normal occupancy and general permitted use (subject, however, to Tenant's obligations to secure and to timely pay for such services exclusively serving the Premises as further provided in this Lease).

(c) Landlord reserves the right to change the provider of electricity for the Building at any time and from time to time in Landlord's sole discretion. Tenant shall have no right (and hereby waives any right Tenant may otherwise have) to contract with or otherwise obtain any electrical service for or with respect to the Demised Premises or Tenant's operations therein from any provider of electrical service other than the Building electrical service provider.

Landlord does not warrant that any utility services provided with respect to the Premises will be free from interruptions arising from causes beyond the reasonable control of Landlord. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease unless such interruption of service is due to the gross negligence or willful acts of Landlord, its employees, agents or contractors. Landlord shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Premises.

Notwithstanding any provision to the contrary, Tenant shall be responsible for timely payment of all utility costs to the extent separately metered or designated for Tenant's usage thereof.

EXHIBIT "E"

RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas outside of the Premises shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for the ordinary purpose for which designed, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Repairs resulting from such damage to any such fixtures or appliances from misuse by a tenant shall be paid by such tenant, and Landlord shall not in any case be responsible therefor.
3. Tenant shall give prompt notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, or heating apparatus of which it becomes aware so that Landlord may attend to such accidents or defects promptly.
4. No signs, advertisements or notices shall be painted or affixed on or to any windows, doors, corridors, or other parts of the Building except of such color size, and style and in such places as shall be first approved in writing by Landlord, or except as otherwise expressly permitted under the Lease.
5. Landlord shall have the sole power to direct electricians to where and how telephone and other wires are to be installed. No boring or cutting for wires will be allowed without the written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld. No equipment or installation of any kind shall be attached to the exterior of the Building, except as otherwise expressly permitted under the Lease.
6. All locks for doors in each tenant's premises shall be Building standard, and no tenant shall place any additional lock or locks on any door in the premises without Landlord's reasonable written consent. All requests for duplicate keys shall be made through Landlord and charged to the tenant.
7. Tenants are requested to lock all doors of its leased premises and to turn out all lights of its leased premises at the close of their working day.
8. Tenants shall comply with all reasonable requirements necessary for the security of the Project.
9. Tenants shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.
10. No vending machines of any type shall be allowed in tenant's leased space without the prior written consent of Landlord, which consent will not be unreasonably withheld.
11. Neither Landlord nor its agents or employees will be responsible for lost or stolen personal property, money or jewelry from the Premises or public areas, regardless of whether such loss occurs when such area is locked against entry.
12. Tenant shall not permit the Premises to be used for lodging, sleeping or any immoral or illegal purpose or for any purpose that will damage the Premises or the Building or the reputation thereof.
13. Canvassing, soliciting and peddling in the Building are prohibited. Tenants shall reasonably cooperate to prevent the same.
14. Tenant shall observe and comply with the driving and parking signs and markers on the property surrounding the rules and regulations concerning the parking areas including the right of Landlord to require each tenant and its employees to display parking stickers on all cars.
15. The Building, including the common areas, and each tenant's Premises are non-smoking facilities. As such, smoking in any of these areas is strictly prohibited.

16. No birds or animals shall be brought into or kept in, on or about public or tenant areas, other than service animals for normal accommodation.

17. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall from time to time be required for the safety, protection, care, cleanliness and reputation of the Building, the operation thereof, the preservation of good order therein, and the protection and comfort of the tenants and their agents, employees and invitees. Landlord shall endeavor in good faith to give tenants advance written notice of any such rescission or the implementation of any new rules or regulations; provided however, the failure of Landlord to provide such advance written notice shall not be deemed to preclude Landlord from implementing or rescinding any rules or regulations. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed. Notwithstanding anything to the contrary in this Exhibit, in the event of a conflict between the provisions of this Exhibit, as amended from time to time, and the Lease, the parties agree that the provisions of the Lease shall govern.

EXHIBIT "F"**SPECIAL STIPULATIONS**

1. **Premises HVAC System.** With respect to Tenant's HVAC system maintenance obligations, Tenant acknowledges and agrees that all work performed by Tenant or its contractors in connection therewith shall be in a good and workmanlike manner and subject to and in accordance with Landlord's reasonable scheduling requirements and all applicable federal, state, county and city building and/or fire department codes, ordinances, laws, and regulations. Tenant and its contractors shall gain access to and from the HVAC system only through the applicable access ways and shall reasonably remove from the HVAC system areas and adjacent grounds all debris and discarded materials arising from any HVAC work. Tenant shall obtain Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, with respect to any third-party contractor Tenant desires to engage for the performance of any such HVAC work. Tenant shall be responsible, at its sole expense, for any damage to the Building, or to any portion of the Premises caused by Tenant or any of Tenant's contractors.

2. **Option to Renew.** Provided Tenant is not in default beyond any applicable notice and cure period at the time of delivering to Landlord Tenant's Exercise Notice (however, Landlord shall have the right to unilaterally and expressly waive said condition of non-default status), Tenant shall have the right and option to extend the Lease for two (2) additional term(s) of three (3) years each (such extended term being hereinafter called an "Option Term" or the "Options Terms" as applicable), with the Option Term to begin upon the expiration of the Initial Term or the then-existing Option Term, as applicable (subject to the conditions set forth herein, Tenant's delivery of such Tenant's Exercise Notice shall be deemed the binding and irrevocable election of Tenant to extend the term of the Lease in accordance herewith). Tenant may exercise such Option Term by delivering to Landlord written notice ("Tenant's Exercise Notice") of Tenant's desire to exercise such option at least one hundred eighty (180) days but not more than one (1) year prior to the expiration of the Initial Term or the then-existing Option Term, as applicable. The terms, covenants, and provisions of the Lease shall continue in full force and effect during the Option Term as the same are in effect immediately prior to the commencement of the Option Term, except that the Base Rental during the Option Term shall be determined at the beginning of each anniversary date of the first day of the Option Term, and Base Rental shall increase by 3% annually. Tenant shall not have the right to assign its renewal rights to any sublessee of the Premises or any portion thereof or to any assignee of the Lease, nor may any such sublessee or assignee exercise or enjoy the benefit of such renewal rights, without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

3. **Restaurant/Bar Use Matters.**

a. Tenant acknowledges that the Lease prevents the use of the Premises in a manner that is offensive and that, unless properly conducted, the operation of a restaurant can cause offensive odors in and about the Project. Tenant agrees that it shall install, and properly maintain in good working order throughout the Lease Term, such ventilation and other equipment as required by municipal codes and as may be reasonably necessary to relieve the Premises and the adjoining and surrounding areas of the Project of any offensive odors caused by Tenant's business operation, which may include special vents to create negative pressure; and failure to do so shall constitute a default under the Lease. Tenant agrees to exercise reasonable care in its handling of garbage, waste, and refuse and will properly remove such materials, or cause such materials to be removed, from the Premises as frequently as is reasonably necessary in order to eliminate all offensive odors.

b. Tenant shall exercise reasonable care to keep the Premises free of rodents, vermin, insects and other pests, and provide regular exterminator services only by an exterminator approved by Landlord in writing, which such approval shall not be unreasonably withheld, conditioned or delayed. Tenant agrees to exercise reasonable care in its handling of garbage, waste, and refuse and will properly remove such materials, or cause

such materials to be removed, from the Premises as frequently as is reasonably necessary in order to prevent pests from entering the Premises or the Building.

c. Tenant shall comply with all governmental laws, ordinances, regulations, and rules with respect to disposal of water, trash, garbage and other matter (liquid or solid) generated by Tenant, including, but not limited to, laws, ordinances, regulations, and rules with respect to mandatory recycling and other forms of reclamation. Tenant shall store all waste and garbage within the Premises and shall dispose of all waste and garbage (including wet garbage and food) only in trash containers placed in a designated service area. Tenant shall not accumulate or permit such materials to accumulate in hallways, service corridors or other common areas. Any wet trash, including but not limited to food debris, shall be placed in plastic bags and tied before being placed in trash containers.

d. All hood vent filters above stoves within the Premises, if any, shall be cleaned as needed but not less frequently than on a monthly basis and all exhaust ventilation located within the Premises, if any, shall be cleaned as needed but not less frequently than quarterly by an outside contractor specializing in this field.

e. Any and all trade fixtures, including, but not limited to, kitchen equipment and appliances (including, but not limited to, cook tops, ranges, ovens, fry equipment, refrigerators, freezers, ice makers, beverage machines, dishwashers, racks, storage shelving, cabinets, preparation tables), service stations, and booths, shall remain in the Premises at the expiration or sooner termination of the Lease and thereafter shall immediately become the property of Landlord, unless Landlord otherwise requires Tenant to remove such property from the Premises in accordance with this Lease.

f. Tenant shall be permitted to sell and serve beer, wine, liquor or other alcoholic beverages (collectively, "Alcoholic Beverages") for consumption within the Premises in accordance with the use of the Premises permitted under this Lease, provided that the same is permitted by and is in full conformity with all applicable laws and the regulations of any and all applicable agencies and bureaus governing the same, and that any licenses or governmental approvals required in connection with the service of beverages (the "Liquor License") shall have been obtained at Tenant's sole cost and expense and be in full force and effect and good standing at all times. Provided that Tenant (i) succeeds in obtaining the Liquor License as provided above and maintains the Liquor License in full force and effect and in good standing, (ii) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale and serving of Alcoholic Beverages and (iii) complies with applicable provisions of this Lease, Landlord agrees that Tenant shall have the right to sell and serve Alcoholic Beverages for on-premises consumption within the Premises, subject to and in accordance with all applicable provisions of the Liquor License and this Lease. Notwithstanding the foregoing, Tenant shall not sell any Alcoholic Beverages from the Premises during any period in which the Liquor License has been suspended or revoked by the applicable governmental authorities. Tenant agrees to indemnify, defend and hold Landlord and Landlord's officers, agents, employees and affiliates harmless from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorney's fees and litigation expenses) relating to the sale or serving of Alcoholic Beverages by Tenant at the Project, including, without limitation, any such claim arising from any act, omission or negligence of Tenant or parties for whom Tenant is responsible under the terms of this Lease or at law related to Tenant's sale or service of Alcoholic Beverages, whether such claim arises, or accident, injury or damage occurs, within the Premises, inside the Project but outside the Premises, or outside the Project. This provision shall survive the termination of this Lease. Tenant agrees that its liability insurance required under this Lease shall insure Landlord from all such matters and items mentioned in this indemnity. Tenant agrees immediately to take any steps that Landlord shall reasonably require in order to insure compliance with the foregoing provisions and to ensure that Alcoholic Beverages served in or from the Premises are not consumed outside such Premises, unless permitted under law. Tenant shall ensure that minors and under-aged persons will not be served Alcoholic Beverages. Tenant's failure to obtain the Liquor License prior to the Tenant's Target Opening Date and/or Tenant's failure to continuously maintain the Liquor License during the term of this Lease, shall be an event of

default of this Lease and shall give Landlord the right to exercise its rights and remedies under the Lease and applicable law. Tenant shall maintain, keep, and repair any grease trap equipment and surrounding area servicing the Premises in a good, clean, safe, and sanitary condition and in accordance with all directions, rules and regulations of any health offices, building inspectors or other officers of governmental agencies having jurisdiction over the Premises. All grease trap equipment shall be inspected, cleaned, and maintained by Tenant, at Tenant's sole expense, as needed but not less frequently than quarterly.

EXHIBIT "G"**GUARANTY**

Lease Guaranty Agreement

GUARANTOR NAME: Natasha Spriggs

GUARANTOR CONTACT INFORMATION:

7734 Mason Avenue
Winnetka, California 91306

Phone: 818-429-8566Email: Tasha7604@gmail.com

In consideration of, and as an inducement for the granting, execution and delivery of that certain Lease Agreement, dated July 3rd, 2023 (the "Lease"), by and between **205 20th Street North MT, LLC** as Landlord therein named ("Landlord", which term shall be deemed to include the named Landlord and its successors and assigns), and **JOHIN'NA LLC d/b/a JOHIN'NA**, as tenant therein named ("Tenant", which term shall be deemed to include the named Tenant and its successors and assigns), regarding certain premises located at "The Frank" building, 205 20th St N, Birmingham, AL 35203, and for other good and valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Guarantor", which term shall be deemed to include the named Guarantor and its successors and assigns), does hereby (jointly and severally if executed by two or more guarantors) guarantee, absolutely and unconditionally, to Landlord the full and prompt payment of Base Rental (as defined in the Lease), Additional Rental (as defined in the Lease) and all other charges and sums (including, without limitation, Landlord's legal expenses and reasonable attorney's fees and disbursements) payable by Tenant under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Base Rental, Additional Rental or other charges and sums, or if Tenant should default in the performance and observance of any of the terms, covenants and conditions contained in the Lease, Guarantor shall and will forthwith pay Base Rental, Additional Rental and all other charges and sums, to Landlord and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorney's fees and disbursements incurred by Landlord or caused by any such default or the enforcement of this Guaranty. Guarantor is a principal of Tenant and has a financial or other significant interest in or relationship with Tenant.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. The liability of Guarantor is co-extensive with that of Tenant and also joint and several and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved by Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Lease by Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Tenant, whether or not notice thereof is given to Guarantor. Guarantor expressly waives any right to require Landlord to take action against Tenant.

Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Landlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver or modification of any provision of this Guaranty nor any termination of this Guaranty shall be effective unless in writing, signed by Landlord; nor shall any such waiver be applicable except in the specific instance for which given. All of Landlord's rights and remedies under the Lease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Tenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Building (as defined in the Lease) from or through Landlord or by any mortgagee (as defined in the Lease) or prospective mortgagee or lessor of the Building or of any interest therein.

GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, THE LEASE, THE PREMISES, OR IN ANY WAY RELATED TO THIS GUARANTY.

If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the

case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Delivery of this Guaranty in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed original of this Guaranty. This Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns; provided, however, Guarantor may not, without the prior written consent of Landlord, assign any of its rights, powers or obligations hereunder. Any attempted assignment in violation of this Section shall be null and void. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty effective as of
July 3rd, 2023.

GUARANTOR: Natasha Spriggs

DocuSigned by:

Natasha Spriggs

090DD00DE664417...

Print Name: Natasha Spriggs

Date of Birth: 04/03/1976

Social Security No.: 551-47-3872

EXHIBIT "H"**GUARANTY**

Lease Guaranty Agreement

GUARANTOR NAME: Synqua Love

GUARANTOR CONTACT INFORMATION:

8230 Baptist Campground RoadNorthport, Alabama 35475Phone: 818-288-6632Email: shunloveaaa@gmail.com

In consideration of, and as an inducement for the granting, execution and delivery of that certain Lease Agreement, dated July 3rd, 2023 (the "Lease"), by and between **205 20th Street North MT, LLC** as Landlord therein named ("Landlord", which term shall be deemed to include the named Landlord and its successors and assigns), and JOHIN'NA LLC d/b/a JOHIN'NA, as tenant therein named ("Tenant", which term shall be deemed to include the named Tenant and its successors and assigns), regarding certain premises located at "The Frank" building, 205 20th St N, Birmingham, AL 35203, and for other good and valuable consideration to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned ("Guarantor", which term shall be deemed to include the named Guarantor and its successors and assigns), does hereby (jointly and severally if executed by two or more guarantors) guarantee, absolutely and unconditionally, to Landlord the full and prompt payment of Base Rental (as defined in the Lease), Additional Rental (as defined in the Lease) and all other charges and sums (including, without limitation, Landlord's legal expenses and reasonable attorney's fees and disbursements) payable by Tenant under the Lease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees to and with Landlord that if default shall at any time be made by Tenant in the payment of any Base Rental, Additional Rental or other charges and sums, or if Tenant should default in the performance and observance of any of the terms, covenants and conditions contained in the Lease, Guarantor shall and will forthwith pay Base Rental, Additional Rental and all other charges and sums, to Landlord and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorney's fees and disbursements incurred by Landlord or caused by any such default or the enforcement of this Guaranty. Guarantor is a principal of Tenant and has a financial or other significant interest in or relationship with Tenant.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. The liability of Guarantor is co-extensive with that of Tenant and also joint and several and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved by Landlord pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Lease by Landlord and Tenant, or (c) any extension of time that may be granted by Landlord to Tenant, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Lease, or (e) any dealings or transactions or matter or thing occurring between Landlord and Tenant, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Tenant, whether or not notice thereof is given to Guarantor. Guarantor expressly waives any right to require Landlord to take action against Tenant.

Should Landlord be obligated by any bankruptcy or other law to repay to Tenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Landlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Landlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver or modification of any provision of this Guaranty nor any termination of this Guaranty shall be effective unless in writing, signed by Landlord; nor shall any such waiver be applicable except in the specific instance for which given. All of Landlord's rights and remedies under the Lease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Tenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Building (as defined in the Lease) from or through Landlord or by any mortgagee (as defined in the Lease) or prospective mortgagee or lessor of the Building or of any interest therein.


GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, THE LEASE, THE PREMISES, OR IN ANY WAY RELATED TO THIS GUARANTY.

If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the

case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Delivery of this Guaranty in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed original of this Guaranty. This Guaranty shall be binding upon Guarantor, its successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns; provided, however, Guarantor may not, without the prior written consent of Landlord, assign any of its rights, powers or obligations hereunder. Any attempted assignment in violation of this Section shall be null and void. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty effective as of
July 3rd, 2023.

GUARANTOR: Synqua Love

DocuSigned by:

6FD85B25838441C...
SYNQUA LOVE

Print Name: _____

Date of Birth: 10/13/1976

Social Security No.: 416-04-6854