

EXHIBIT

A

SHOPPING CENTER LEASE

THIS LEASE AGREEMENT, made this 6th day of January, 1993, by and between FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, hereinafter called "Landlord," and the Tenant hereinafter named and designated in Section 1.01 below, hereinafter (whether one or more) collectively called "Tenant";

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises (as hereinafter set forth) upon the following terms and conditions:

1.00
Fundamental
Lease
Provisions

Each reference in this Lease to any of the following Fundamental Lease Provisions contained in Sections 1.01 through 1.18, inclusive, shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision; and in the event of any conflict between any Fundamental Lease Provision and any other provision of this Lease, the latter shall control.

1.01
Tenant

Piccadilly Cafeterias, Inc.,
a corporation corporation

1.02
Tenant's
Tradename

Piccadilly Cafeteria, Piccadilly Classic American Cooking, Piccadilly, or any other name regularly used by Tenant in the operation of its business.

1.03
Permitted
Use

Cafeteria (which may be open for breakfast and/or lunch and/or dinner serving food and beverages for on and/or off premises consumption), and incidental sales of souvenir type items generally used by Tenant to promote Tenant's name (e.g., T-shirts, hats, mugs, etc.)

1.04
Lease Term

10 years and 0 months.

1.05
Option
Term(s)

2 successive renewal term(s) of 5 years. Tenant shall give Landlord notice of Tenant's intention to exercise any such option to renew this Lease not later than 180 days prior to the end of the preceding term, and failure to give such notice within such time shall conclusively be deemed an election by the Tenant to terminate the Lease and surrender the Premises at the end of the current term. Except where the context clearly requires otherwise, the word "term," whenever used in this Lease, shall include any Option Term or renewal as well as its original Lease Term. No exercise of any option to extend the term or to renew this Lease shall have the effect of creating any additional option or renewal terms. Provided, however, that Tenant must keep, observe, and perform all of the terms, covenants, and conditions of this Lease on Tenant's part to be performed, and there must be no default then existing hereunder beyond any applicable cure period, in order for Tenant to exercise any option to extend this Lease. Any extension shall be upon the same terms and conditions as are in effect immediately prior to the then current term, except that the Minimum Annual Rental and Percentage Rental for each of the Option Term(s) shall be determined and fixed as provided in Sections 1.07 and 1.08. Notwithstanding the foregoing, Tenant's right to exercise any option shall be subject to the express condition that at the date of exercise of such option, and thereafter until the commencement of the Option Term, Tenant shall be conducting a going business in the Premises as provided in Section 3.00 a. below.

1.06
Rent
~~Commence-~~
ment Date

March 1, 1993.

1.07
Minimum
Annual Rental

\$75,000 per annum, for each of the first ten (10) Lease Years (original Lease Term).

In the event Tenant exercises its option, as provided in Section 1.05, to extend the Lease Term for the first Option Term (Lease Years 11 through 15, inclusive), the Minimum Annual Rental for the first Option Term shall be the greater of (i) \$75,000, or (ii) that sum which equals 75 percent of the total Minimum Annual Rental and Percentage Rental paid (or required to be paid) by Tenant for the last Lease Year of the original Lease Term (tenth Lease Year).

In the event Tenant exercises its further option, as provided in Section 1.05, to extend the Lease Term for the second Option Term (Lease Years 16 through 20, inclusive), the Minimum Annual Rental for the second Option Term shall be the greater of (i) \$75,000, or (ii) that sum which equals 75 percent of the Total Minimum Annual Rental and Percentage Rental paid (or required to be paid) by Tenant for the last Lease Year of the first Option Term (fifteenth Lease Year.)

In the event that at the commencement of either the first Option Term or the second Option Term Tenant's Gross Sales for all or any portion of the tenth Lease Year or the fifteenth Lease Year (as the case may be) have not been finally determined

and reported so that the total Percentage Rental paid (or required to be paid) by Tenant for such Lease Year (or any portion thereof) has not yet been finally determined, then until such time as such total Percentage Rental for such applicable Lease Year has been finally determined Tenant's obligation for Minimum Annual Rental for such Option Term (as the case may be) shall be fixed (as provided above) by estimating the amount of Tenant's Gross Sales for that portion of such Lease Year as may not yet have been finally determined and reported (which estimate shall in no event be less than the amount of Tenant's Gross Sales determined and reported for the corresponding period of the next preceding Lease Year), and Tenant shall commence payment of Minimum Annual Rental for such Option Term based upon the calculation of the same using such estimate; provided, however, that at such time thereafter as Tenant's Gross Sales and total Percentage Rental obligation for such applicable Lease Year have been finally determined and reported, Tenant's obligation for Minimum Annual Rental shall be recalculated (in the manner provided above) using the actual amount of Percentage Rental as finally determined; and in the event such recalculation results in Tenant's having made an underpayment of Minimum Annual Rental for any portion of such Option Term, Tenant shall pay the amount thereof to Landlord within fifteen (15) days after receipt of Landlord's statement for the same; and in the event such recalculation results in Tenant's having made an overpayment of Minimum Annual Rental for any portion of such Option Term, Landlord shall credit the amount of such overpayment against the next monthly installment payment(s) of Minimum Annual Rental due from Tenant.

1.08
Percentage
Rental

A sum equal to 4.75 % of all Gross Sales in excess of the Percentage Rental Breakpoint. For the purposes of this Lease, the Percentage Rental Breakpoint for each of the first ten Lease Years (original Lease Term) is defined as \$1,579,000 of Gross Sales made during any such Lease Year. In the event Tenant exercises its option as provided in Section 1.05, to extend the Lease Term for either or both of the first Option Term or the second Option Term, the Percentage Rental Breakpoint for each of such Option Terms shall, respectively, be determined and defined as the quotient obtained by dividing the Minimum Annual Rental for such Option Term (as determined pursuant to Section 1.07) by 0.0475.

1.09
Promotional
Charge

Promotional Charge (See Section 9.02)

1.10
Percentage
Rental
Period

Monthly (✓) Quarterly () Annually () during the Lease Term. [See Section 4.01]

1.11
Shopping
Center

Whitehaven Plaza Shopping Center, situated and being in Memphis, Shelby County, Tennessee, as described or shown upon Exhibit A attached hereto.

1.12
Premises

That certain storeroom or space situated in the Shopping Center, containing approximately 10,541 square feet of Floor Area, designated as Space A-1 and having a street address of 3968 Elvis Presley Boulevard, Memphis, Tennessee, as described in or shown upon Exhibit A attached hereto.

1.13
Floor Area

For purposes of this Lease, and any computation made hereunder, it is agreed that the Premises shall be deemed to contain 10,541 square feet of Floor Area.

1.14
Address
For
Notices

To Landlord:

Finard Memphis Realty Limited Partnership
Three Burlington Woods Drive
Burlington, Massachusetts 01803

With copy to:

James C. Warner, Esq.
22 North Front Street, Suite 1100
Memphis, Tennessee 38103-2109

and to

Richard D. Gregg
Finard & Company
62 South Prescott
Memphis, Tennessee 38111

To Tenant:

Piccadilly Cafeterias, Inc.
P.O. Box 2467
Baton Rouge, Louisiana 70821
Attention: Director of Real Estate

With copies to:

Piccadilly Cafeterias, Inc.
P.O. Box 2467
Baton Rouge, Louisiana 70821
Attention: Controller

Piccadilly Cafeterias, Inc.
P.O. Box 2467
Baton Rouge, Louisiana 70821
Attention: Chief Financial Officer

Either party may change its specified address for notices set forth in this Section by giving the other party notice thereof in accordance with Section 16.00.

1.15
Security
Deposit
Amount

\$ -0- , to be held subject to the terms and provisions of Section 18.00.

1.16
Lease
Year

Each twelve-month period elapsing after the commencement of the Lease Term (as set forth in Section 2.00); provided, however, that the period of the term, if any, beginning after the commencement of the last full twelve-month lease year of this Lease, shall be deemed to be a Lease Year, even though the same comprises fewer than twelve months; and any computations based thereon shall be adjusted proportionately.

1.17
Interest

On any payment due from Tenant to Landlord under the terms and provisions of this Lease, where it is provided in this Lease that Tenant shall pay Interest, the lesser of (a) twelve percent (12%) per annum, or (b) the highest lawful rate of interest which Landlord may charge to Tenant without violating any applicable law.

1.18
Tenant's
Fraction

For purposes of this Lease, and determining any charges or payments due from Tenant to Landlord for Operating and Maintenance Expenses (Section 5.02), Tenant's Fraction shall be a fraction, the numerator of which is the number of square feet set forth in Section 1.13 and the denominator of which is the number of square feet of leasable space on the ground floor or above the ground floor in all store space within the Shopping Center (as of the effective date of the determination of Tenant's payment or charge).

2.00
Term

The term of this Lease shall begin on the Rent Commencement Date set forth in Section 1.06, and shall continue thereafter for and during the Lease Term specified in Section 1.04, unless sooner terminated as hereinafter provided in this Lease; provided, however, that in the event there exists, at such Rent Commencement Date, any default or any other condition which would constitute a default by Tenant upon Landlord giving notice thereof or upon the passage of time, or both, under the Lease (the "Present Lease") described in Section 2.01 hereof, then this Lease shall not then become effective and the term hereof shall not commence unless and until such default or condition shall be fully cured; and provided, further, that if the Present Lease is terminated as a result of any default thereunder, then this Lease shall automatically become null and void.

2.01
Possession

It is acknowledged that Tenant has previously occupied the Premises pursuant to that certain Shopping Center Lease dated March 4, 1960, as amended from time to time, by and between Whitehaven Plaza, Inc. (Landlord's predecessor in title) and Piccadilly Cafeteria of Memphis, Inc. (Tenant's predecessor in title). Tenant's possession of the Premises under the Lease shall not be construed as a new entry, and any reference herein to Tenant's receipt of, or entry into, the Premises shall be deemed a reference to the time of Tenant's original entry into possession of the Premises under the aforescribed prior lease.

2.02
Early
Possession

[INTENTIONALLY DELETED]

2.03
Holdover

In the event Tenant remains in possession of the Premises after the expiration of the term and without the execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a tenant from month to month at a monthly rental for each month of such holdover period equal to the sum of: (i) Minimum Rental equal to one-twelfth (1/12) of the Minimum Annual Rental for the preceding Lease Year, plus (ii) Percentage Rental for such monthly period calculated and payable on a monthly basis in an amount equal to (a) the percentage (as set forth in Section 1.08) of Tenant's Gross Sales for such month less (b) the amount of the Minimum Rental provided in the preceding clause (i), plus (iii) Holdover Rental equal to one twelfth (1/12) of the Minimum Annual Rental for the preceding Lease Year; subject, however, to all of the other terms, provisions, conditions, and obligations imposed upon Tenant in this Lease. Neither the foregoing provisions nor the acceptance by Landlord of rental or other payments or performance by Tenant under this Lease shall be deemed to be a consent by Landlord to any holding over, and Tenant shall, at any time during such holding over, surrender possession of the Premises within five (5) days after Landlord makes demand for the same by written notice given to Tenant.

3.00
Use

a. Tenant covenants and agrees that the Premises shall be used and operated throughout the entire term hereof solely and exclusively for the Permitted Use set forth in Section 1.03 and under the tradename set forth in Section 1.02 and Tenant further covenants and agrees that, at all times during the term, Tenant shall, subject to the provisions of Section 3.00 b., actively conduct a going business in the Premises, and that the Premises shall be kept open for business at least during the same days and hours as Tenant's other stores in the Memphis, Tennessee, area are open for business; provided, however, that the foregoing shall not be deemed permission for Tenant to cease to conduct a going business in the Premises in

the event Tenant shall close all of its other stores in the Memphis, Tennessee, area, Tenant's right to cease to conduct a going business in the Premises being limited to the circumstances and provisions set forth in Section 3.00 b. Tenant acknowledges that its obligations set forth in this Section 3.00 are material inducements to Landlord to enter into this Lease, and in the event Tenant defaults in observance or performance thereof Landlord shall have all remedies available at law or in equity or as otherwise expressly provided in this Lease including, without limitation, the right to terminate this Lease.

b. Any provision of Section 3.00 a. to the contrary notwithstanding, Tenant may, at any time during the original ten (10) year Lease Term or during either of the Option Terms (if exercised by Tenant), after giving Landlord sixty (60) days prior written notice, cease to conduct a going business in the Premises, but only if Tenant's Gross Sales in the Premises for the twelve (12) full calendar months immediately preceding the giving of such notice by Tenant, are less than an amount equal to 75 percent of the average Gross Sales for the same period in single serving line cafeterias (or other comparable type of cafeterias, in the event Tenant changes the type of cafeteria operated in the Premises during the Lease Term) operated by Tenant. In the event Tenant ceases to conduct a going business in the Premises pursuant to the foregoing provisions, Tenant shall not thereby be released from its monetary or other obligations set forth in this Lease and, in addition, Landlord shall have the right, in the name or on behalf of Tenant, to seek and obtain a subtenant to sublease the Premises from Tenant for all or any portion of the remaining Term of this Lease. In the event Landlord obtains a subtenant satisfactory to Landlord and such subtenant agrees to pay rentals in an amount equal to or greater than the rentals for which Tenant is obligated under this Lease, Tenant agrees to accept such subtenant and enter into a sublease with such subtenant, under terms and provisions otherwise consistent with this Lease; provided, however, that in the event any such subtenant obtained by Landlord agrees to pay rentals in any amount greater than the rentals for which Tenant is obligated under this Lease, Landlord shall be entitled to receive and retain any such excess rental payments as and when the same are due and payable under such sublease, and Tenant shall have no right or interest therein, nor shall Tenant be entitled to any credit against Tenant's obligations under this Lease, for the amount of any such excess. In the event Landlord obtains a subtenant otherwise satisfactory to Landlord, and such subtenant offers to pay rentals in an amount less than the rentals for which Tenant is obligated under this Lease, Tenant shall not be obligated to accept such subtenant, but if Tenant does so, Tenant shall remain fully liable for full payment of all of Tenant's rental obligations, as provided in this Lease. In the event Tenant obtains an assignee or sublessee prior to Landlord obtaining a subtenant, Tenant shall have the right to assign this Lease or sublease the Premises, but only under and subject to all of the provisions of Section 12.00 of this Lease, but Tenant shall have the right, in the event any such assignment or sublease is approved by Landlord pursuant to the provisions of Section 12.00, as aforesaid, to retain any excess rental payments made by any such assignee or sublessee; provided, however, in no event shall Landlord be required to approve any change in use of the Premises even if the rental proposed to be paid by the assignee or sublessee is greater than that for which Tenant is obligated under this Lease.

3.01
Lawful
Use

Tenant covenants and agrees that the Premises and all buildings and improvements thereon shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes, and no part thereof shall be used in any manner whatsoever in violation of applicable laws, ordinances, or regulations; and Tenant undertakes and agrees to save and hold Landlord harmless from any such violations and any and all fines, penalties, and costs (including costs of defense incurred by Landlord) arising therefrom.

3.02
Tenant's
Covenants
As To Use

Tenant covenants and agrees: (a) not to commit or permit to be committed any waste of the Premises whatsoever; (b) not to create or allow any nuisance to exist on the Premises, and to abate any nuisance that may arise promptly and free of expense to Landlord; (c) not to use the sidewalks and common areas of the Shopping Center for solicitations, demonstrations, or any business purposes whatsoever (provided, however, that Landlord hereby consents and agrees that Tenant's customers may, from time to time, form a line upon the sidewalk and Common Area in front of, and adjoining the Premises, for the purpose of entering the Premises so long as such line does not obstruct or interfere with access to the entrances of other tenant spaces in the Shopping Center, and so long as Tenant manages and controls any such line so as to assure compliance with the foregoing); (d) not to use or permit to be used any sound emitting or transmitting device in such a manner as to permit sound to be audible outside the Premises; (e) not to burn trash or store any trash or garbage in any unscreened area; (f) not to erect, affix, or maintain upon the interior or exterior glass panes and supports of the show windows or any doors (or within 24 inches of any window or door), or upon the exterior walls or roof of the Premises, any signs, banners, posters, insignias, or other advertising or descriptive material, except such as shall have first been approved in writing by Landlord; provided, however, that Tenant shall be allowed to use lettering reasonably acceptable to Landlord on glass doors and/or windows indicating exits, entrances, and that no food or drinks are allowed on the Premises; (g) not to place any objects (except roof mounted equipment approved by Landlord) on, or permit any debris to accumulate upon, the roof of the building of which the Premises are a part, or cut, drive nails into, or otherwise mutilate the roof; (h) not to use the name of the Shopping Center for any purpose other than as the address of its business to be conducted in the Premises (it being understood that Landlord reserves the right to change the name of the Shopping Center without the prior approval of any tenant); and (i) not to conduct or permit upon the Premises any fire, bankruptcy, auction, or going-out-of-business sale, whether real or fictitious.

4.00
Minimum
Rental
Payments

Tenant agrees to pay Landlord, as rental for the Premises, the Minimum Annual Rental set forth in Section 1.07, the same to be paid in twelve (12) equal monthly installments during each year, in advance on the first day of each calendar month, without demand, set off or deduction except as may be expressly provided for herein, commencing upon the Rent Commencement Date. Should the Rent Commencement Date be other than the first day of a month, then the Minimum Annual Rental for such first fractional month shall be computed on a daily basis for such fractional period.

4.01
Percentage
Rental
Payments

In addition to the Minimum Annual Rental, Tenant shall pay the Percentage Rental set forth in Section 1.08. Percentage Rental shall be computed for each Percentage Rental Period (as specified in Section 1.10) on or before the thirtieth (30th) day of the calendar month immediately following the close of each such period; and Tenant shall, without demand, pay to Landlord, on or before the first day of the calendar month next following, the amount of Percentage Rental computed to be due. At such time as Tenant's total Gross Sales in any Lease Year reach the Percentage Rental Breakpoint set forth in Section 1.08, Tenant shall commence payment of Percentage Rental on a monthly basis and shall thereafter make such payments on or before the thirtieth (30th) day of each succeeding calendar month during the balance of such Lease Year. Upon the furnishing of the annual statement of Gross Sales provided for in Section 4.03, an adjustment, if necessary, shall be made with respect to the Percentage Rental paid, as follows: If Tenant shall have paid to Landlord an amount greater than Tenant is required to pay as Percentage

Rental for such Lease Year under the terms hereof, Tenant shall be entitled to a credit for the amount of such overpayment against Tenant's next ensuing payments due Landlord, applied in the following order: (i) Percentage Rental (if any then due), (ii) Operating and Maintenance Expenses, (iii) Impositions, (iv) any other sum (other than Minimum Annual Rental) then due from Tenant to Landlord under this Lease, (v) Minimum Annual Rental; or if the term of this Lease shall then have expired and no monetary defaults by Tenant shall then exist, Landlord shall promptly refund the amount of such overpayment to Tenant; but if Tenant shall have paid an amount less than the Percentage Rental required to be paid hereunder, then Tenant shall pay the difference at the time of the furnishing of such annual statement of Gross Sales. To the extent any Lease Year constitutes less than a full twelve (12) calendar month period, the Percentage Rental breakpoint shall be reduced proportionately to the same extent as the number of days in such Lease year bears to 365, except that for the purpose of computing the Percentage Rental due for the first Percentage Rental Period, Gross Sales made between the Rent Commencement Date and the first day of the following month shall be added to the Gross Sales made during the first Percentage Rental Period. In no event shall the payment or receipt of Percentage Rental be construed or deemed to constitute Landlord as a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business.

4.02
Gross
Sales

The term "Gross Sales" as used in this Lease means all sales, whether cash, credit, lay away, or COD, of whatever character (including, but not being limited to, rentals, and all other sales of merchandise and services of all kinds and nature) made in, on, from, or through the Premises (including sales made from or through vending machines, but only to the extent such sales exceed two percent (2%) of all other components of gross sales) by Tenant or any other occupant of the Premises (including any licensee or concessionaire of Tenant), less: (a) all credits, refunds, allowances, and discounts granted to customers in the ordinary course of business in respect of said sales; (b) all excise or sales taxes, if any, which are levied or imposed by any governmental authority upon or in connection with said sales, if a specific record of such taxes is made at the time of each sale and said taxes are separately charged to customers for remittance to the taxing authority; (c) sales of trade fixtures or store operating equipment after use thereof in the conduct of Tenant's business in the Premises; and (d) sales to Tenant's employees at a discount.

4.03
Statements
Of Gross
Sales

Tenant shall, without demand, furnish or cause to be furnished to Landlord monthly statements of Gross Sales of Tenant within thirty (30) days after the end of each calendar month, and an annual statement, including a monthly breakdown of Gross Sales, within forty-five (45) days after the end of each Lease Year. All such statements shall be signed by Tenant and certified to be true and correct. In addition, upon written request of Landlord made at any time or from time to time, Tenant agrees promptly to furnish Landlord with copies of Tenant's monthly sales tax returns with respect to sales made from or upon the Premises, such returns (with respect to any current period) to be furnished at the time of the furnishing of the monthly statements of Gross Sales provided for herein.

4.04
Tenant's
Records

Tenant shall keep at Tenant's main office full and accurate books of account, records, and all such cash register receipts with regard to the Gross Sales (including the Gross Sales of any subtenant, licensee, and concessionaire); and such books, records, and receipts shall be retained by Tenant, and shall, upon at least five (5) days prior written notice, be made available for inspection and audit by Landlord and its representatives at any time during regular business hours, for a period of three (3) years after the expiration of the Lease Year to which they relate. Failure of Landlord to make an audit for any Lease Year shall not bind Landlord as to correctness of Tenant's statement, nor from collecting any deficiency at any time thereafter. If it shall be determined as a result of any such audit that there has been a deficiency in the payment of Percentage Rental, then such deficiency shall be immediately due and payable with interest from the date when said payment should have been made. In addition, if Tenant's statement for any Lease Year shall be found to have understated Gross Sales by more than two percent (2%) and if Landlord is entitled to any additional Percentage Rental as a result of said understatement, then Tenant shall pay to Landlord (in addition to such additional Percentage Rental and interest) all reasonable costs and expenses which may be incurred by Landlord in determining and collecting the understatement or underpayment; and if Tenant's statement for any such Lease Year shall be found to have intentionally understated Gross Sales, then, in addition to Landlord's aforesaid rights, the same shall be an incurable event of default under this Lease, entitling Landlord to exercise the rights and remedies set forth in Section 14.00. Except as may be necessary to enforce this Lease or carry out the purposes hereof, all information obtained by Landlord from such statements or audits shall be confidential; provided, however, Landlord shall be permitted to divulge such information in connection with any financing, sale, or assignment of Landlord's interest in the Premises or the Shopping Center, or otherwise as required by law, or as may be necessary to enforce the terms and provisions of this Lease.

4.05

[INTENTIONALLY DELETED]

4.06
Payment
Of Rentals,
Etc.

All rentals and other payments by Tenant, required to be made under the terms of this Lease, shall be paid by Tenant to Landlord at the address set forth in Section 1.14, or at such other place as may from time to time be designated in writing by Landlord, without demand (which is hereby waived), set off, or deduction except as may be expressly provided for herein. If Tenant shall fail to pay any rental or other payments when the same are due and payable, in addition to Landlord's other rights and remedies set forth in this Lease, such unpaid amounts shall bear interest from the fifth day after Landlord gives Tenant notice of such non-payment until the date of payment. Acceptance of interest shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Lease. The burden of proof with respect to all payments (as distinguished from a determination of the proper amount) of rental or other sums shall be upon Tenant.

5.00
Common
Areas

Tenant, its customers, employees, and invitees, shall have the right to use and enjoy, in common with Landlord and other tenants, and with their customers, employees, and invitees, the parking areas, approaches, entrances, exits, walkways, roadways, and landscape areas (hereinafter collectively called the "Common Areas") which Landlord provides for the reasonable operation of the Shopping Center. It is expressly understood that the Common Areas are intended primarily for the use by

customers of the stores in the Shopping Center; and Tenant accordingly agrees that neither it, nor its agents, servants, employees, or invitees will use the Common Areas for the parking or storage of any automobile, truck, or any other vehicle or property owned or used by it or by any of its employees or agents, nor park vehicles so as to interfere with the use of any driveways, walks, roadways, parking areas, except as may be approved in writing by Landlord. In order to assist Landlord in the enforcement of the provisions of this Section, Tenant agrees that, within ten (10) days after being requested so to do, Tenant will furnish Landlord a written statement containing the names of all employees, agents, and representatives employed by Tenant in or about the Premises and the license numbers of all vehicles owned or used by Tenant or its employees, agents, or servants. Tenant further agrees that it will conduct all loading or unloading of goods or equipment only in and through such areas, and only during such times, as may be designated for such purposes by Landlord.

5.01
Maintenance
Of Common
Areas

Landlord agrees that it will, throughout the term of this Lease, maintain the Common Areas in a good condition of repair, adequately lighted and paved. Landlord shall use its best efforts to keep the parking areas and walkways reasonably clear of snow and ice, in a manner consistent with the practices generally followed in comparable shopping centers in the Memphis, Tennessee, area. Landlord expressly reserves the right, from time to time during the term of this Lease, (i) to change the shape, size, location, number, and extent of the buildings and improvements shown on Exhibit A; or (ii) to eliminate or add to any buildings or improvements within the Shopping Center, whether within or without the Common Area shown on Exhibit A; or (iii) to rearrange the parking and/or loading spaces in the Common Areas; provided that Landlord shall (x) at all times maintain in, or make available for use by, the Shopping Center no fewer than the minimum number and/or sizes of parking and/or loading spaces sufficient to meet the minimum requirements of any then applicable zoning or building code requirements; and (y) at no time (without Tenant's prior approval, not to be unreasonably withheld or delayed), within the area cross-hatched on Exhibit A hereto, construct, install or permit any structure or improvement which would (cumulatively, during the Lease Term) reduce the total number of parking spaces in such area by more than five (5) spaces, unless required to do so in order to comply with the requirements of applicable codes, ordinances, regulations, or other governmental authority. In the event any lights are affixed to the undersurface or ceiling of a roof or canopy extending over the walkways adjacent to the Premises and if such lights are attached to Tenant's meter, Tenant agrees to keep such lights on during the customary business hours of the Shopping Center, as fixed by the Landlord, and to pay the cost of the required electricity.

5.02
Operating
And Maintenance
Expenses

Tenant agrees to pay to Landlord, at the time and in the manner hereinafter provided, Tenant's Fraction (as provided in Section 1.18) of the total costs and expenses (the "Operating and Maintenance Expenses") incurred by Landlord in operating and maintaining the Shopping Center. The Operating and Maintenance Expenses shall include all reasonable costs arising out of the operation and maintenance of the Shopping Center including (but not by way of limitation), all lighting, cleaning, managing, protecting, repairing and replacing, policing and security (if and to the extent provided by Landlord), painting, repaving, striping, removal of snow and ice, landscaping and shrubbery (including replacements, if necessary), refuse removal (if provided), and utilities (serving the Common Areas). The Operating and Maintenance Expenses shall also include all premiums incurred by Landlord for all liability, workers' compensation, or other insurance (including the hazard insurance premiums chargeable to Tenant under Section 7.00 hereof) carried by Landlord with respect to the Shopping Center, and shall further include a reasonable allowance to Landlord for the depreciation of maintenance equipment, if any. There shall also be included in the Operating and Maintenance Expenses, an administrative and overhead fee to Landlord in an amount equal to fifteen percent (15%) of the other Operating and Maintenance Expenses. Operating and Maintenance Expenses shall not include any of the following: (a) costs of decorating, redecorating, special cleaning, special energy requirements, tenant build out, or other services not provided on a regular basis to all of the tenants in the Shopping Center; (b) charges for depreciation of the buildings or equipment in the Shopping Center; (c) interest or financing charges incurred by Landlord; (d) brokerage, legal and other costs relating to activities for the solicitation or execution of leases in the Shopping Center; (e) costs of correcting latent defects in the construction of the Shopping Center; (f) costs of any additions or capital improvements to the Shopping Center; (g) cost of any items for which Landlord is reimbursed by insurance or otherwise compensated by parties other than tenants of the Shopping Center; or (h) any expense paid to a person or corporation or other entity related to Landlord which is in excess of the amount which would be paid in the absence of such relationship. Tenant's payments for Operating and Maintenance Expenses shall be made in monthly installments in amounts established from time to time by Landlord, one such installment being due on the first day of each and every month during the term hereof. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall furnish Tenant a statement setting forth the total Operating and Maintenance Expenses for the Shopping Center for the preceding calendar year, and in the event of an underpayment or overpayment by Tenant for the said preceding year, Tenant shall pay the amount of any such underpayment to Landlord within thirty (30) days (whether or not this Lease has then expired) or Landlord shall credit the amount of any such overpayment against Tenant's payment(s) for expenses being due thereafter; provided, however, that if the term of this Lease has then expired Landlord shall repay the amount of any such overpayment to Tenant within thirty (30) days, so long as Tenant shall not then be in default under any term or provisions of this Lease. Landlord agrees to make available to Tenant, at Landlord's main office, books and records prepared in accordance with generally accepted accounting principles in which shall be itemized and recorded all Operating and Maintenance Expenses. Such books and records shall, upon at least five (5) days prior written notice, be open to inspection by Tenant or Tenant's agent at Landlord's main office during Landlord's regular business hours, for a period of three (3) years after the expiration of the Lease Year to which they relate.

6.00
Taxes

Landlord covenants that it will pay, when due, all real estate taxes or other ad valorem taxes, levies, or assessments ("Impositions") imposed against the Shopping Center (including the Premises) for or during the term of this Lease; and Tenant agrees that during the term of this Lease, Tenant shall reimburse Landlord the Impositions applicable to the Premises. Impositions applicable to the Premises shall be paid by Tenant, without demand by Landlord, in monthly installments on the first day of each and every month of the term hereof, in amounts estimated from time to time by Landlord. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall furnish Tenant a statement in reasonable detail, setting forth the actual Impositions applicable to the Premises for the preceding calendar year; and in the event of an underpayment or overpayment by Tenant for the said preceding year, an appropriate adjustment, payment, or credit shall be made in the same manner as provided in Section 5.02 with respect to the charges described therein. The amount of the actual Impositions applicable to the Premises shall be determined from the tax bills or statements rendered to Landlord by the taxing authorities. In the event the Premises are not separately assessed but are part of a larger parcel for assessment purposes (hereinafter referred to as the "Larger Parcel"), Impositions applicable to the Premises shall mean a fractional portion ("Tenant's Proportionate Share") of said Impositions on the Larger Parcel, the numerator of such fraction being the Floor Area set forth in Section 1.13 and the denominator being the number of square feet of leasable space on the ground floor or above the ground floor in all store space within the Larger Parcel as of the effective date of the determination of Tenant's Proportionate Share. Any sum due by Tenant pursuant to this section as aforesaid shall be prorated for any fraction of a year during the term. Tenant further agrees that, if any special assessment is imposed against the Shopping Center, it will pay to Landlord, promptly, Tenant's Proportionate Share of such special assessment. Landlord may, but shall not be obligated to, take actions to contest, by negotiation or litigation, the validity or amount of any Impositions imposed or sought to be imposed against the Premises

or the Larger Parcel; and in such event, Tenant shall, upon receipt of Landlord's statement, reimburse Landlord for Tenant's Proportionate Share of any costs, fees, or other expenses incurred by Landlord in connection with any such action up to the amount of any tax savings to Tenant obtained by Landlord as a result of any such action. Tenant shall pay and promptly discharge before the same become delinquent all ad valorem taxes, levies, or assessments imposed upon or with respect to Tenant's business operations, fixtures, improvements, or merchandise located in the Premises. Tenant acknowledges that Landlord has no control over the amount of Impositions which may be imposed against the Shopping Center in the future and that Landlord has made no representations with respect thereto. In the event that the Impositions imposed upon the Shopping Center shall, following the furnishing of any Landlord's statement (as aforesaid) be increased or decreased for any year as the result of reappraisal, contest, or otherwise, Landlord shall promptly adjust the calculation of Impositions applicable to the Premises for the affected year(s), and furnish Tenant with a revised statement with respect thereto. In the event such adjustment results in an underpayment or overpayment by Tenant of Tenant's share of Impositions for any such year, Tenant shall pay the amount of any such underpayment to Landlord or Landlord shall refund the amount of any such overpayment to Tenant (provided Tenant is not then in default under this Lease), in either case within thirty (30) days after Landlord furnishes such revised statement.

7.00
Hazard
Insurance

Landlord agrees that it will keep the Shopping Center, including the Premises, insured against damage by fire and other perils customarily covered under extended coverage insurance, in such amounts as may reasonably be determined by Landlord. Tenant shall pay Tenant's Fraction of the premiums and charges for such coverage, as part of the Operating and Maintenance Expenses provided for in Section 5.02. Tenant shall, at Tenant's own cost and expense, procure and maintain throughout the term of this Lease hazard insurance, covering Tenant's inventory, furnishings, fixtures, equipment, and tenant improvements, and in such amounts, as Tenant shall deem prudent. Tenant further undertakes and agrees to provide and maintain, at Tenant's expense, and to furnish Landlord evidence of, adequate insurance covering point of entry damage, including roofs, doors, windows, and the exterior of the Premises, covering damages caused by vandals or persons breaking, or attempting to break, into the Premises. Insofar as any policy or policies of hazard insurance are not invalidated thereby, Landlord and Tenant each waive in favor of the other (with such waiver being binding upon any insurer of each) any and all right of recovery against the other for each and every insured loss under the terms of any such policy or policies.

7.01
Indemnification;
Tenant's
Liability
Insurance

a. Tenant agrees that it will indemnify, defend, save, and hold Landlord harmless from any and all injury or damage to persons or property in the Premises, including, without limitation, all costs, expenses, claims, or suits arising in connection therewith; provided, however, that this provision shall not apply to injury or damage caused by Landlord's own wilful act or Landlord's failure to make any repair (which Landlord has herein agreed to make) within a reasonable time after Tenant's notice of the need therefor. Tenant will, at all times during the term hereof, at its own cost and expense, carry with a company or companies satisfactory to Landlord public liability insurance with respect to the Premises, with limits of not less than One Million Dollars (\$1,000,000) for injuries to, or death of, any one person, and not less than Three Million Dollars (\$3,000,000) for all injuries and deaths in any one accident, and not less than Two Hundred Fifty Thousand Dollars (\$250,000) for property damage, providing coverage for bodily injury, death, and property damage; and such insurance shall be written or endorsed so as to name Landlord as an additional insured as respects its interest. Said policy or policies shall contain a provision insuring Tenant against all liability which Tenant might have under this hold-harmless provision and shall provide that the policy or policies shall not be cancelled without fifteen (15) days prior written notice being given to Landlord. Tenant covenants that certificates of all such insurance policies shall be delivered to Landlord promptly without demand prior to occupancy of the Premises, and thereafter within five (5) days prior to the renewal or replacement of the same. If Tenant fails to provide such insurance, Landlord may, but shall not be required to, obtain such insurance, and Tenant shall reimburse Landlord the cost thereof, on demand.

b. Landlord agrees that it will indemnify, defend, save, and hold Tenant harmless from any and all injury or damage to persons or property in, on, or about the Common Areas, including, without limitation, all costs, expenses, claims, or suits arising in connection therewith; provided, however, that this provision shall not apply to injury or damage caused by Tenant's own wilful act or Tenant's failure to make any repair (which Tenant has herein agreed to make).

7.02
Plate
Glass
Insurance

Tenant will, at its own cost and expense, carry throughout the entire term of this Lease adequate plate glass insurance covering all window and door glass on the Premises, the same to be carried in a company reasonably satisfactory to Landlord and endorsed with a loss payable clause in favor of Landlord. Certificates evidencing such insurance shall be furnished by Tenant to Landlord yearly. Such insurance shall be written or endorsed so as to name Landlord as an additional insured as respects its interest.

8.00
Landlord's
Repairs And
Right Of
Entry

Landlord covenants that it will, at its own cost and expense (subject, however, to the provisions of Section 5.02) and with reasonable dispatch after being notified by Tenant of the need therefor, make such repairs to the Common Areas and to the exterior and structural portions of the Premises (including the roof, foundation, and outside walls, but excluding all glass, windows, and doors) as may be necessary to keep the same in a good condition of repair; provided, however, that if such repair is occasioned by the negligence or wilful act of Tenant, or any of its agents, employees, invitees, or contractors, such repairs shall be made and promptly paid for by Tenant. Anything in the foregoing to the contrary notwithstanding, Landlord shall have no liability whatsoever for damage or injury to persons or property occasioned by its failure to make any repair which Landlord is obligated to make unless, within a reasonable time after being notified by Tenant of the need therefor, Landlord shall have failed to make such repair and such failure shall not have been due to any cause beyond Landlord's control, including without limitation strikes and/or inability to obtain materials, equipment, or labor at reasonable prices. In no event shall Landlord be bound to make any repairs whatever, or be held liable for any damage, resulting from or in consequence of stoppage or backup of water, sewer, gas, or drain pipes resulting from any blockage or failure of the same at any point within the Premises, whether the same is occasioned by reason of freezing, flooding, obstruction, or any other cause whatsoever. Landlord, its agents, employees, and contractors, shall have the right, from time to time, to enter and use (insofar as may be necessary) the Premises for the purposes of making any repairs which Landlord is obligated to make, and Tenant shall not be entitled to any reduction in rent or to any claim for damages by reason of inconvenience, annoyance, and/or injury to business arising out of any such entry or the making of any such repairs by Landlord. To the extent necessary to enable Landlord to make any such repairs, Tenant shall, promptly and at Tenant's expense, move Tenant's merchandise, fixtures, and equipment. Additionally,

Landlord, its agents, employees, and contractors, shall have the right, from time to time, to enter the Premises for the purpose of inspecting the same or for showing the same to prospective purchasers or lenders, after first advising (orally or otherwise) Tenant's on-Premises manager of Landlord's intention to do so. Landlord shall use its best efforts to make any such repairs (as aforesaid) in such a manner as to minimize, to the extent reasonably practicable, interference with the operation of Tenant's business. To the extent reasonably practicable, Landlord shall not store or leave tools or materials in the Premises during the course of making such repairs.

8.01 Tenant's Repairs And Maintenance

Tenant covenants and agrees that it will, at all times during the term and at its own cost and expense, make all repairs and replacements (other than those which are the obligation of Landlord as set forth in Section 8.00) necessary to keep the Premises in a good condition of repair and maintenance and in good working order (including, without limitation, the maintenance, repair, and replacement of all heating, ventilating, and air conditioning equipment, all plumbing and electrical systems, and the windows, doors, and glass). Tenant shall also obtain and maintain at Tenant's expense, throughout the term of this Lease, maintenance contracts, with a company or companies reasonably acceptable to Landlord, covering the heating, ventilating, and air conditioning systems serving the Premises; provided, however, that the foregoing provision to the contrary notwithstanding, Tenant shall not be required to obtain and maintain such maintenance contracts so long as Tenant, using its own employees, performs the maintenance functions which would otherwise be provided by such maintenance contracts, in a manner reasonably acceptable to Landlord.

8.02 Improve- ments And Alterations

Tenant agrees to accept the Premises in the condition existing at the date of this Lease, and to make, at Tenant's sole cost and expense, all such tenant improvements as may be necessary for the operation of Tenant's business therein; provided, however, that prior to commencing construction of any structural or exterior tenant improvements, Tenant shall submit plans and specifications for the same to Landlord, and the same shall be subject to Landlord's written approval which shall not be unreasonably withheld with respect to non-structural changes or alterations. Subject to the conditions hereinafter set forth, Tenant shall have the right to make non-structural (not including movement of load bearing walls or structures) or interior changes, alterations, or additions to or about the Premises, or the building of which the Premises are a part, without the prior written consent of Landlord; provided, however, that Tenant shall do nothing that will weaken the building or structure of which the Premises are a part and, further, that Tenant shall obtain Landlord's prior written consent as aforesaid, prior to making any non-structural or interior alterations, changes, or improvements to the Premises if the making of such alterations, changes, or improvements will also require the issuance of a building permit by any governmental authority; and provided, further, that Tenant shall furnish Landlord with copies of plans for all such alterations, changes, or improvements as completed, other than those which may be of a de minimis nature. In no event, however, shall Tenant create any openings in, or penetrate, the roof, the floor, or any exterior walls without obtaining the prior written consent of Landlord. All permitted improvements, alterations, or additions installed in the Premises by Tenant (including without limitation all electric wiring, electric fixtures, screens and partitions, cabinets, and floor coverings) shall immediately become the property of the Landlord and shall not be removed by Tenant upon the expiration or earlier termination of this Lease; provided, however, that all furnishings, fixtures, equipment (except HVAC equipment), machinery, and appliances which are installed at the expense of Tenant shall remain the property of Tenant, and Tenant shall have the right to remove the same from the Premises at any time during or at the expiration of the term of this Lease, and Tenant shall, in such event, repair any damage caused by such removal, at Tenant's expense. All such removal and repair shall be fully completed by Tenant by or at the end of the last day of the term of this Lease (or of the effective date of any earlier termination provided for in this Lease), and Tenant shall not be permitted to holdover or otherwise retain possession of the Premises after such date in order to complete such removal and repair. Tenant agrees that all improvements, alterations, repairs, or maintenance which Tenant is either permitted or required to make under this Lease, shall be performed in a good and workmanlike manner, and in accordance with all laws, ordinances, regulations, or requirements of any public authorities having jurisdiction thereof.

8.03 Signage

Tenant shall be solely responsible for the installation of any sign, symbol, mark, or other advertising matter on the Premises, subject to Landlord's prior written approval as herein provided. Tenant shall not install any such sign, symbol, mark, or other advertising matter on the Premises without first submitting the design for same to Landlord along with a written request for approval, which approval shall not be unreasonably withheld or delayed. Landlord hereby approves the installation of signage upon the Premises by Tenant conforming to the design and specifications set forth in Exhibit B attached hereto. With the prior written approval of Landlord, as aforesaid, Tenant shall have the right during the term of this Lease to install and replace illuminated or non-illuminated signs bearing Tenant's trade name on the exterior of the building in which the Premises are situated. In the event Landlord erects a pylon sign in the Shopping Center, on which other tenants in the Shopping Center are identified, then Tenant shall be permitted to place its identification sign upon such pylon sign; provided, however, that Tenant's said identification sign shall be subject to Landlord's prior approval, which will not be unreasonably withheld so long as Tenant's said sign is consistent with the dimensions, color, content, and design of the identification signs permitted by Landlord for other tenants. The foregoing shall not be deemed to grant to, or create in, Tenant any right to place its signage upon any pylon or other sign erected in the Shopping Center by another tenant. Tenant shall bear all expense of the installation and subsequent maintenance of its identification sign. Landlord shall install no new trees or landscaping in the Common Area within 150 feet of the Premises in any manner which would materially obstruct any of Tenant's approved signs which may be affixed to the fascia of the building.

8.04 Mechanics' Liens

Tenant shall have no right, power, or authority to enter into any contract or incur any obligations for improvements to the Premises or otherwise, the effect of which is to create a lien or charge upon Landlord's interest in the Premises or the fee interest therein. Tenant agrees that it will pay or cause to be paid all costs for work done by or for it or caused to be done by or for it on the Premises, and Tenant will keep the Premises free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming through or under it. Tenant agrees to and shall indemnify, defend, save, and hold Landlord free and harmless against any and all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims or liens, whether by suit or otherwise, by contractors, laborers, materialmen, or others claiming to have performed work or furnished materials or supplies for Tenant or persons claiming through or under it. In addition, Tenant shall keep Tenant's leasehold interest in any of the improvements to the Premises which are, or are to become, property of Landlord pursuant to this Lease, free and clear of all liens, attachments, or judgments. If Tenant shall desire to contest any claim or lien, it shall furnish Landlord adequate security of the value or in the amount of the claim, plus estimated costs of defense and interest, or a bond of a responsible corporate surety in such amount conditioned on the discharge of the lien or claim; in addition if any such lien or claim has been filed of record, Tenant shall, upon demand by Landlord, obtain and file such other or additional statutory bond or other security as may be required or permitted to release and discharge the Premises, of record, from such lien or claim. If a final judgment establishing the validity or existence of a lien or claim for any amount is entered, Tenant shall immediately pay and satisfy the same. If Tenant shall fail or refuse to pay any charge for which a mechanics' lien claim and suit to foreclose the lien have been filed and shall not have given Landlord security

to protect Landlord and Landlord's property against such claim of lien, Landlord may (but shall not be so required to) pay the said claim whether the same shall be valid or groundless; and any costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord with Interest from the date or dates of Landlord's payments. In addition, in the event of such default, Landlord shall be entitled to enforce any or all of the other rights and remedies provided in this Lease as in the event of any other defaults.

9.00

Tenant's Additional Covenants

Tenant covenants and agrees that it will, at its expense and throughout the term of this Lease:

- a. Keep the Premises clean and free from obstruction (other than temporary obstruction by customers standing in line to enter the Premises), rubbish and litter.
- b. Place all trash, rubbish, and garbage in proper closed receptacles and pay all costs incident to the removal thereof. The expense of trash removal service for the Common Area shall be part of the Operating and Maintenance Expense provided for under Section 5.02.
- c. Keep the Premises free of insects, roaches, rodents, termites, and other pests.
- d. Promptly pay all costs for all water, gas, electricity, and other utilities consumed upon or used in connection with the Premises, including any sewage disposal charges which may be imposed upon or assessed against the Premises.
- e. Keep all signs which may be erected, installed, painted, or displayed upon the Premises (with the prior consent of Landlord as set forth in Sections 3.02 and 8.03) freshly painted and in good repair and operating condition at all times.
- f. Either (i) join and maintain membership in any Merchant's Association, or (ii) contribute to any Promotional Fund, as the case may be, of the Shopping Center and pay all dues and assessments fixed by either such Association or Fund.
- g. Upon the expiration or earlier termination of this Lease, (i) deliver the Premises to Landlord, peaceably and quietly, and without demand or notice (which is waived), in as good order and condition as the same were received, ordinary wear, tear, and damage by insured casualty excepted, but with all plumbing, electrical, heating, ventilating, and air conditioning systems and equipment in good working order; and (ii) remove all persons, goods, and things, including its trade fixtures and/or signs (unless Tenant is then in default hereunder, in which event Tenant shall not be permitted to effect such removal) from the Premises; and (iii) repair at Tenant's expense any damage caused by any permitted or required removal. All such delivery, removal, and repair shall be fully completed by Tenant by or at the end of the last day of the term of this Lease (or of the effective date of any earlier termination provided for in this Lease), and Tenant shall not be permitted to holdover or otherwise retain possession of the Premises after such date in order to complete such delivery, removal, and repair.

9.01

[INTENTIONALLY DELETED]

9.02

Promotional Fund

Landlord shall establish a promotional and advertising fund (the "Promotional Fund") for the Shopping Center. Tenant agrees that it shall pay to Landlord, as Tenant's contribution to the Promotional Fund, as additional rent, the charge ("Tenant Promotional Charge") as shall be established from time to time by Landlord. Tenant's Promotional Charge shall be payable in advance in installments on the first day of each and every month during the Term of this Lease. For any fraction of a month at the commencement or expiration of the term, the monthly payment of Tenant's Promotional Charge shall be prorated. Landlord agrees that the Promotional Fund will be used for advertising, promotion, public relations, and administrative expenses relating to the promotion of the Shopping Center, provided, however, that expenditures from the Promotional Fund shall be at Landlord's sole discretion, without obligation to account therefor to Tenant. Landlord shall have the right, after notice to Tenant, to increase or decrease Tenant's Promotional Charge effective upon the date set forth in such notice. It is understood and agreed that if Landlord shall elect, Landlord may replace the Promotional Fund with an Association in order to carry out the activities formerly carried out by the Promotional Fund. Upon the creation of such Association, Tenant shall immediately join such Association and maintain membership therein. In addition thereto, Tenant shall pay to the Association a sum equal to that which Tenant would otherwise have paid to Landlord for Tenant's Promotional Charge if the Promotional Fund had remained in existence. If Landlord shall create such Association to replace the Promotional Fund, or if the Promotional Fund shall be turned over by Landlord to another entity for administration, it is understood and agreed that, if Tenant shall fail to pay dues and assessments to the Association, as above provided, or to pay Tenant's Promotional Charge to such other entity, Landlord shall have the same rights granted to Landlord under this Lease as for the non-payment of rent or other charges, even though such dues and assessments may be payable to such Association or Tenant's Promotional Charge may be payable to another entity. Nothing herein shall require Landlord to expend, in the promotion and advertising of the Shopping Center, more than the amount on hand, from time to time, in the Promotional Fund. The foregoing provisions to the contrary notwithstanding, in no event shall Tenant's contribution to the Promotional Fund for any Lease Year, be less than the sum of \$1,054.10, nor greater than the product obtained by multiplying Tenant's Gross Sales in the Premises for such Lease Year by the factor 0.000527.

10.00

Destruction By Fire, Etc.

In the event the Premises, or any part thereof, shall be damaged or destroyed during the term of this Lease by fire or other casualty, Landlord agrees that it will restore the Premises, with reasonable dispatch, to substantially the same condition as existed on the Rent Commencement Date (ordinary wear and tear excepted); and if the Premises are rendered wholly or partially untenantable as a result of such damage, the Minimum Annual Rental shall be equitably abated and the Percentage Rental Breakpoint shall be equitably adjusted (both according to the loss of use) during the period between the date of such damage and the date the Premises are so restored by Landlord, and the terms of this Lease shall not be otherwise affected; provided, however, that if the damage or destruction is such that rebuilding or repairs cannot reasonably be completed by Landlord within one hundred twenty (120) days from the date of such damage or destruction, this Lease shall, at Landlord's or Tenant's option, terminate and Tenant shall be allowed an abatement of rent from the date of such damage or destruction. In all events, unless this Lease is terminated as aforesaid, Tenant shall restore or repair all additions, improvements, and betterments to the Premises previously installed by Tenant; and Tenant shall also restore and repair any damage to or destruction of the Premises occasioned by the use of the Premises by, or negligence of, Tenant, its agents, employees, or invitees which is not covered under Landlord's aforesaid insurance policies. Tenant shall, in case of damage or destruction to the Premises, give immediate notice thereof to Landlord.

11.00

Condemnation

In the event the Premises, or such portion thereof as renders the balance reasonably unusable for the conduct of Tenant's business therein, or ten percent (10%) or more of the parking spaces within the cross-hatched area shown on Exhibit A, shall be taken by the exercise of the power of eminent domain (or conveyed to the holder of such power pursuant to a threatened taking), this Lease may, at the option of either Landlord or Tenant, be terminated by notice to the other given within sixty

(60) days after the date when possession of the part so taken shall be required, and the parties shall each thereupon be released from all liability or obligation accruing under this Lease from and after the effective date of such termination. If this Lease continues after a partial taking, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken, and the Landlord shall (as soon as reasonably possible) restore the Premises to a complete unit; provided, however, Tenant shall, at its expense, restore any alterations or improvements to the Premises which had previously been installed by Tenant. Whether or not this Lease is terminated pursuant to the provisions of this Section, the Minimum Annual Rental shall be equitably abated and the Percentage Rental Breakpoint shall thereby be equitably adjusted (both according to the loss of use) from the date of any partial taking. In all events, all compensation awarded or paid for any such taking of the Premises, or any part thereof, and the fee, shall belong to and be the property of the Landlord, and Tenant shall have no right in or to the same; all compensation awarded or paid for any taking of Tenant's leasehold interest shall belong to and be the property of Tenant, provided that the same shall not reduce the amount of any award or compensation to Landlord for the taking of the fee, and Tenant shall have no claim against Landlord, or otherwise, for damages for the loss of the unexpired term of this Lease or loss or injury to Tenant's leasehold interest; provided, however, that Landlord shall not be entitled to any portion of any separate award made to Tenant for the value of Tenant's trade fixtures, or for Tenant's moving expenses, and provided, further, that Landlord shall not be obligated to expend more, in any restoration of the Premises, than the compensation actually paid to Landlord on account of such taking.

12.00
Assignment
And
Subletting

Tenant covenants that it will not assign this Lease, or sublet or permit any other person to occupy part or all of the Premises, without Landlord's prior written consent (which consent shall not be unreasonably withheld or delayed). If Tenant is a corporation, the stock of which is not publicly traded upon a recognized securities exchange, the sale or encumbrance of a majority of its outstanding voting stock, the dissolution of Tenant or sale of a major portion of its assets, or a merger or consolidation of Tenant into or with another corporation (by operation of law or otherwise), shall be deemed an assignment of this Lease. If, at any time during the term, Landlord has knowledge that a person, firm, or corporation other than Tenant is in possession of the Premises without the written consent of Landlord, Landlord may, at its option, at any time thereafter, by written notice to Tenant, accept and treat such person, firm, or corporation in possession as the assignee or sublessee of Tenant, in which event both Tenant and such assignee or sublessee shall be obligated to observe and perform all the covenants, conditions, and provisions herein contained binding upon Tenant; provided, however, that nothing herein shall affect Landlord's other remedies for Tenant's default by wrongful assignment or subletting. No assignment or sublease, whether or not consented to by Landlord, shall act to relieve Tenant of the obligations imposed upon Tenant under this Lease.

13.00
Bankruptcy-
Insolvency

a. In the event that Tenant shall become a Debtor under the Bankruptcy Act, and the Trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all of the terms, provisions, and conditions set forth and provided under Section 365 of the Bankruptcy Act have been satisfied.

b. When, pursuant to the Bankruptcy Act, the Trustee or Debtor-in-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the Minimum Annual Rental and Percentage Rental specified in Sections 1.07 and 1.08 hereof and any other charges payable by Tenant hereunder, including, without limitation, Tenant's share of Operating and Maintenance Expenses, and Impositions.

c. The rights and remedies of Landlord contained in the provisions of this Section 13.00 are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of Sections 14.01, 14.02, 14.03, and other provisions hereof, or any other rights which Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this Lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this Section 13.00, upon Landlord's request the parties hereto promptly shall execute, acknowledge, and deliver a written instrument evidencing and confirming the same. In no event shall this Lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, or applicable state law, be revived, and no stay or other proceeding shall nullify, postpone, or otherwise affect the expiration or earlier termination of the term of this Lease pursuant to the provisions of Sections 14.00, 14.01, or 14.02, or prevent Landlord from regaining possession of the Premises thereupon.

14.00
Defaults
By Tenant

a. (1) If Tenant shall default in the payment of rent or other payments required of Tenant, and if Tenant shall fail to cure such default within a period of ten (10) days after written notice from Landlord to Tenant; or (2) if Tenant's statement of Gross Sales for any Lease Year, furnished pursuant to Section 4.03, shall be intentionally understated; or (3) if Tenant should fail, within the time period specified in Sections 15.00 or 17.00.a., to furnish any instrument provided for therein and such failure shall continue for a period of five (5) days after written notice of such failure from Landlord to Tenant; or (4) if any person shall levy upon, or take the leasehold interest created hereby, or any part thereof, upon execution, attachment, or other process of law (other than pursuant to eminent domain proceedings as provided for in Section 11.00) and such levy or taking shall not have been released or otherwise satisfied within thirty (30) days after the execution, attachment, or service of other process with respect thereto; or (5) if Tenant shall make any assignment of its property for the benefit of creditors, or be declared bankrupt or insolvent according to law or equity; or (6) if a receiver, trustee, or assignee shall be appointed for the whole or any part of Tenant's property and shall not have been discharged or dismissed within thirty (30) days after the date of such appointment; or (7) if Tenant shall default in the prompt and full performance of any other of its promises, covenants, or agreements herein contained and thereafter fail to cure such other default or breach of performance within thirty (30) days after written notice thereof from Landlord to Tenant, specifying the particulars of such default or breach of performance; then the occurrence of any one or more of the foregoing events shall be an event of default under this Lease. Notwithstanding the provisions of clauses (1), (3), or (7) of the immediately preceding sentence, if Landlord shall have rightfully given Tenant notice of default pursuant to any (or any combination) of said clauses three or more times during any twelve-month period, and if Tenant shall thereafter, during said twelve-month period, default in the payment of rent or other payments and/or the performance of observance of any promise, covenant, agreement, or condition on Tenant's part to be performed or observed, then the same shall, at the option of Landlord, be an immediate event of default and Landlord shall not be obligated to give Tenant any notice thereof (the same being hereby waived), nor shall Tenant be entitled to any opportunity to cure the same within the time provided in said clauses (1), (3), and/or (7), as the case may be.

b. Upon the occurrence of any one or more of the events of defaults specified in Section 14.00 a., or elsewhere in this Lease, in addition to any or all other rights or remedies of Landlord herein and by law provided, Landlord may, at Landlord's option and without further notice or demand of any kind to Tenant or any other person, take any one or more of the following actions:

(1) Declare this Lease terminated, and reenter the Premises and take possession thereof and remove all persons therefrom, in which event Tenant shall have no further claim thereon or hereunder; or

(2) Without declaring this Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rentals and other charges which have become payable or which may thereafter become payable; and

(3) Even though Landlord may, under subsection b.(2) above, have reentered the Premises, without terminating this Lease, Landlord may thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises;

(4) Perform or cause to be performed, on behalf and at the expense of Tenant, any or all of the undertakings or obligations as to which Tenant is in default, in which event Tenant shall pay to Landlord, upon demand, any costs or expenses incurred in the performance of such undertakings or obligations, together with Interest thereon; and the action of Landlord in performing such undertakings or obligations, or causing the same to be performed, shall not be deemed a curing of Tenant's default, and Landlord shall thereafter be entitled to exercise any or all of Landlord's rights or remedies provided herein, or at law or in equity, as if such default remained uncured.

14.01

Termination Upon Default

a. Should Landlord elect to terminate this Lease pursuant to the provisions of Sections 14.00 b.(1) or b.(3) above, Tenant's liability with respect to rental payments and other charges due from Tenant shall not thereby be released or discharged, and Landlord shall thereafter be entitled to recover from Tenant as damages the following:

(1) The amount of any unpaid rental or other payments due from Tenant which had been earned or accrued at the time of such termination; plus

(2) As liquidated damages, a sum equal to the value of the Minimum Annual Rental, Percentage Rental and other sums provided in this Lease to be paid by Tenant to or for the benefit of Landlord for the remainder of the Lease Term set forth in Section 1.04 (or any extension thereof then in effect pursuant to the exercise by Tenant of any option or renewal rights), less the then fair and reasonable rental value of the Premises for such period as proved by Tenant.

b. Regardless of whether or not Tenant shall have surrendered possession of the Premises to Landlord following the occurrence of any event of default and the exercise by Landlord of its right to terminate this Lease pursuant to the provisions of Section 14.00 b.(1) or (3) above, it is agreed that the termination of this Lease shall occur, and for all purposes shall be deemed to have occurred, and be effective upon the date on which Landlord declares this Lease terminated and gives Tenant notice of such termination; and continued possession of the Premises by Tenant, after default and declaration of termination by Landlord, whether or not any action or proceeding of unlawful detainer, or otherwise, shall then or thereafter be pending or instituted to establish Landlord's right to possession of the Premises, shall not defeat, delay, or otherwise render ineffective the termination of this Lease on the date such termination is declared by Landlord.

14.02

Reentry Upon Default

a. Should Landlord have reentered the Premises under the provisions of Section 14.00 b.(2) above, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any rental or other charges thereafter accruing, nor to have terminated Tenant's liability for damages under any of the provisions hereof by any such reentry or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have expressly notified Tenant in writing that it has so elected to terminate this Lease; and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the state where the Shopping Center is situated, and the surrender of possession pursuant to such notice, shall not (unless Landlord elects to the contrary at the time of, or at any time subsequent to, the serving of such notice and such election is evidenced by a notice to Tenant) be deemed to terminate or release Tenant's monetary obligations under this Lease. In the event of any reentry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of Tenant, without limitation of the rights of Landlord under Section 14.04 hereof.

b. Should Landlord have reentered the Premises under the provisions of Section 14.00 b.(2) above, Landlord may, but shall not be obligated to, relet all or part of the Premises for the account of Tenant for such rent and upon such terms and period or periods as Landlord, in Landlord's reasonable discretion, shall determine, and Landlord shall be permitted to make, at Tenant's expense, such repairs or alterations to the Premises as may be desired to effect such reletting; and Landlord shall not be required to accept any prospective lessee offered by Tenant or to observe any instruction given by Tenant about such reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to satisfy fully Tenant's obligations under this Lease, plus the cost of repairs, alterations, additions, or redecorating, and Landlord's other expenses, Tenant agrees to pay Landlord the deficiency on demand; however, the acceptance of a tenant by Landlord in place of Tenant shall constitute only satisfaction pro tanto of the obligations of Tenant, and Tenant shall have no right to receive, or claim against, any consideration received by Landlord which may be in excess of Tenant's obligations under this Lease.

14.03

Additional Rights Of Landlord On Default

In addition to the damages recoverable by Landlord pursuant to Sections 14.01 or 14.02, Tenant shall pay Landlord, upon default, all such sums necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses (including attorneys' fees) incurred by Landlord in (a) retaking possession of the Premises; (b) maintaining or preserving the Premises after such default; (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting; (d) leasing commissions; or (e) any other costs necessary or appropriate to relet the Premises.

14.04

Landlord's Lien

All trade fixtures, equipment, and inventory installed in the Premises by Tenant shall, unless the same are permanently affixed to the real estate, remain the personal property of Tenant and shall be exempt from the claims of Landlord or any mortgagee or lienholder of Landlord. Tenant shall have the right at any time, or from time to time, to remove and replace its trade fixtures, equipment, and inventory, provided that Tenant, at its expense, repairs all damage caused by any such removal.

14.05

Effect Of Notice, Etc.

a. The service of any notice, demand for possession, a notice that the tenancy hereby created will be terminated on the date therein specified, institution of any action of unlawful detainer or the entering of a judgment for possession in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Premises, shall not relieve Tenant from Tenant's obligation to pay the rent and other payments hereunder during the balance of the term except as herein expressly provided. Landlord may collect and receive any rent or other payments due from Tenant, and payment thereof shall not constitute a waiver of, or affect, any notice or demand given, suit instituted, or judgment obtained by Landlord, or be held to waive, affect, change, modify, or alter the rights or remedies which Landlord has in equity or at law by virtue of this Lease.

b. The acceptance of liquidated damages by Landlord under any of the provisions of this Lease shall not preclude Landlord from the enforcement of any of the covenants or agreements herein; nor shall any other act which infers recognition of the tenancy operate a waiver of Landlord's right, or exercise of such right, to terminate this Lease, or any extension hereof, or operate as an extension of this Lease.

15.00
Estoppel
Certificate

Within fifteen (15) days after written request of Landlord, Tenant shall certify by a duly executed and acknowledged written instrument (the form of which shall be furnished by Landlord at Landlord's expense) to Landlord, or to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm, or corporation specified by Landlord, as to the validity, force, and effect of this Lease, as to the existence of any default on the part of any party hereunder, as to the existence of any offsets, counterclaims, or defenses thereto on the part of Tenant, and as to any other matters as may be reasonably requested by Landlord, all without charges and as frequently as Landlord deems necessary. Tenant's failure or refusal to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance or obligations hereunder, and (iii) not more than one month's installment of rent has been paid in advance of the due date. Any request by Landlord which seeks to have Tenant enter into any modification of the terms and provisions of this Lease, whether or not in the form of an estoppel certificate, shall not be subject to the provisions of this Section 15.00.

16.00
Notices

Any notice given pursuant to this Lease shall be in writing and shall be deemed given if and when deposited in United States mail, with postage prepaid and certified with return receipt requested, addressed to the party to whom the same is being given at the address or addresses provided in Section 1.14.

17.00
Subordi-
nation,
etc.

a. This Lease is subject and subordinate to all ground and underlying leases (if any) and to all present or future mortgages or deeds of trust which may now or hereafter affect such Lease or the Premises or the land on which the Premises are situated, and to all renewals, modifications, and extensions thereof. The foregoing provisions shall be self-operative, and no further instrument of subordination shall be required for that purpose; provided, however, that in confirmation of such subordination, Tenant shall, within thirty (30) days after written request of Landlord, execute and deliver, in recordable form, any instrument of subordination requested by Landlord. Anything in the foregoing to the contrary notwithstanding, in the event of a foreclosure under any such mortgage or deed of trust, this Lease shall continue in full force and effect, and Tenant shall attorn to the purchaser at such foreclosure, as Landlord. Prior to the Rent Commencement Date, Landlord shall obtain from its present mortgagee and deliver to Tenant, a subordination, non-disturbance and attornment agreement in favor of Tenant substantially in the form attached hereto as Exhibit C. Any such mortgage or deed of trust may at any time, at the request of the holder of the note secured thereby, be subordinated to this Lease. Landlord further agrees that it shall be a condition to Landlord's right to subject or subordinate this Lease to any future ground or underlying Lease or any future mortgage or deed of trust affecting this Lease or the Premises, that Landlord shall have furnished to Tenant a subordination, non-disturbance and attornment agreement in favor of Tenant substantially in the form attached hereto as Exhibit C.

b. Tenant agrees, by notice given in the manner provided in Section 16.00 of this Lease, to give to the holder or holders of any mortgage and/or deeds of trust which may now or hereafter affect this Lease, or the Premises, or the land on which the Premises are situated, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified, in writing (by way of notice of assignment of rents and leases, or otherwise), of the address of such holder or holders. Tenant further agrees that if Landlord shall have failed to cure such default within such time as may be provided for in this Lease, then such holder or holders shall have an additional sixty (60) days within which to cure such default or if such default cannot be cured within that time, then within such additional time as may be necessary if within such sixty (60) days any such holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure) in which event this Lease shall not be terminated and Tenant shall not be excused or released from the timely performance and payment of all of Tenant's obligations under this Lease, without setoff or deduction, while such remedies are being so diligently pursued by any such holder or holders. No such holder or holders shall be deemed, as a result of any such curing or attempted curing, to have assumed or become personally liable for Landlord's obligations under this Lease.

18.00
Security
Deposit

[INTENTIONALLY DELETED]

19.00
Quiet
Enjoyment

Subject to the performance by Tenant of all of the terms, covenants, and conditions imposed upon Tenant as set forth in this Lease, and the other applicable terms and provisions hereof, Landlord covenants that Tenant shall have and enjoy quiet and peaceable possession of the Premises during the term hereof without hinderance or objection by any persons lawfully or unlawfully claiming under Landlord.

19.01
Force
Majeure

Landlord and Tenant agree that neither Landlord nor Tenant shall in any event be liable for failure to perform any obligation under this Lease in the event such party is prevented from so performing by strike, lockout, breakdown, accident, order, or regulation of or by any governmental authority, or failure to supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond such party's reasonable control, or for any cause due to any act or neglect of the other party or its servants, agents, employees, licensees, or any person claiming by, through, or under such other party, or for any termination or interruption by any reason of Landlord's occupancy of the Premises from which any service or work is being supplied or performed by Landlord; provided, however, that in no event shall the foregoing provisions ever excuse, or permit any delay in, the full and timely payment by Tenant of any rent or other payments required of Tenant; and, provided further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages.

20.00
Landlord's
Transfer

a. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner for the time being of the Shopping Center. If the Shopping Center is sold or transferred, the seller shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer.

b. With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or deed of trust on the Premises, Tenant agrees:

- (1) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (2) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon express written assumption thereof following foreclosure of such holder's mortgage or deed of trust and the taking of possession of the Premises by such holder.

c. It is understood and agreed that all covenants of Landlord contained in this Lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

20.01
Accord And
Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent or other payments herein provided for shall be deemed to be other than on account of the earliest stipulated rent or other payment then due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other payment or pursue any other remedy in this Lease provided.

20.02
Partial
Invalidity

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Notwithstanding the foregoing, if in the relationship between Landlord and Tenant pursuant hereto any provisions of this Lease may be held to be illegal or violative of any valid and enforceable statute, law, rule, or regulation, this Lease, for all purposes, shall be construed as if such provision did not appear herein (to the extent that the same is so held illegal or violative of valid law or regulation), but the validity and enforceability of all of the remaining provisions of this Lease shall not be affected thereby.

20.03
Attorneys'
Fees

In the event Landlord shall institute and successfully prosecute any action or proceeding (whether or not by litigation and whether before or after declaration of an event of default) against Tenant to recover any sums due from Tenant or to enforce any obligation of Tenant under this Lease, or in the event Landlord is joined as a party in any litigation or proceeding against Tenant or arising out of Tenant's use and occupancy of the Premises, then Tenant agrees to pay Landlord, within thirty (30) days after Landlord's demand, all reasonable costs, expenses, and attorneys' fees incurred by Landlord in connection with any of the same. In the event Tenant shall institute and successfully prosecute any action or proceeding (whether or not by litigation and whether before or after declaration of an event of default) against Landlord arising out of a default by Landlord in the performance of Landlord's obligations under this Lease, Landlord agrees to pay Tenant, within thirty (30) days after Tenant's demand, all reasonable costs, expenses, and attorneys' fees incurred by Tenant in connection with any of the same. The provisions of this Section 20.03 are supplemental to any other specific provisions contained in this Lease with respect to any obligation of either party to bear and pay any late charges, costs, expense, or attorneys' fees.

20.04
Brokers

Tenant and Landlord hereby represent and warrant to the other that it has dealt with no broker in connection with this Lease, and that there are no brokerage commissions or other finders' fees due any broker in connection with this Lease, resulting from dealings between Tenant and Landlord. Each party hereby agrees to hold the other harmless from, and indemnified against, all loss or damage (including without limitation, the cost of defending the same) arising from any claim by any broker with whom such party has dealt, claiming to have dealt with Tenant and Landlord in connection with this Lease.

20.05
Recording

Neither Landlord nor Tenant shall record this Lease, but Landlord and Tenant agree that upon the request of either of them to the other, a short form of this Lease in form and content reasonably approved by Landlord, shall be executed and recorded, at the expense of the requesting party, in the Register's Office of Shelby County, Tennessee.

20.06
Entire
Agreement

This Lease (including any Addendum or Rider attached hereto) contains the entire agreement between the parties hereto, and the same may not be altered, varied, or modified in any way except in a writing making specific reference to this Lease and signed by the parties hereto. The terms and provisions of any Addendum or Rider attached hereto and executed by the parties, or of any exhibit attached hereto, are incorporated herein and constitute part of this Lease.

20.07
No Waivers

Any failure of either party hereto to insist upon strict observance of any covenant, provision, or condition of this Lease in one or more instance shall not constitute or be deemed a waiver, at that time or thereafter, of such or any other covenant, provision, or condition of this Lease.

20.08
Marginal
Headings

The headings appearing on the margin of this Lease are intended only for convenience of reference and are not to be considered in construing this instrument.

20.09
Binding

This Lease and all the terms, covenants, and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and (if and when assigned in accordance with the provisions hereof) assigns. The foregoing shall not be construed, however, to permit any assignment of this Lease by Tenant other than in accordance with the provisions of Section 12.00. It is agreed that Landlord shall not be deemed, by preparing and furnishing any unsigned lease form to Tenant, or otherwise, to have made any offer to lease any premises to Tenant, and this Lease shall become binding upon Landlord only at such time as it has been fully executed by both Landlord and Tenant and a fully executed copy hereof delivered to both parties.

IN WITNESS WHEREOF, Landlord and Tenant have each duly executed this Lease, or caused the same to be executed, in their names and on their behalf, in multiple copies (each of such copies when executed by both parties being deemed an original) on the day and year first above set forth.

FINARD MEMPHIS REALTY LIMITED PARTNERSHIP
By: WGFTN CORPORATION, Its General Partner
By: [Signature]
Title: PRESIDENT
Landlord

PICCADILLY CAFETERIAS, INC.
By: James C. Malmberg
James C. Malmberg
Title: President
Tenant

11f-3\piccadilly.lse

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared William G. Finard, with whom I am personally acquainted, and who acknowledged himself to be the PRESIDENT of WGFTN Corporation, a Massachusetts corporation, the general partner of Finard Memphis Realty Limited Partnership, a partnership, the within named bargainor, and that he as such PRESIDENT of WGFTN Corporation, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such PRESIDENT and that WGFTN Corporation, as such general partner of Finard Memphis Realty Limited Partnership, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of Finard Memphis Realty Limited Partnership.

WITNESS my hand and official seal this 6th day of January, 1992.

Silvana M. Zeraschi
NOTARY PUBLIC

My commission expires:
August 14, 1992

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared James C. Malmberg, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the President of Piccadilly Cafeterias, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal at office this 23rd day of December, 1991.

[Signature]
NOTARY PUBLIC

My commission expires:
AT MY DEATH

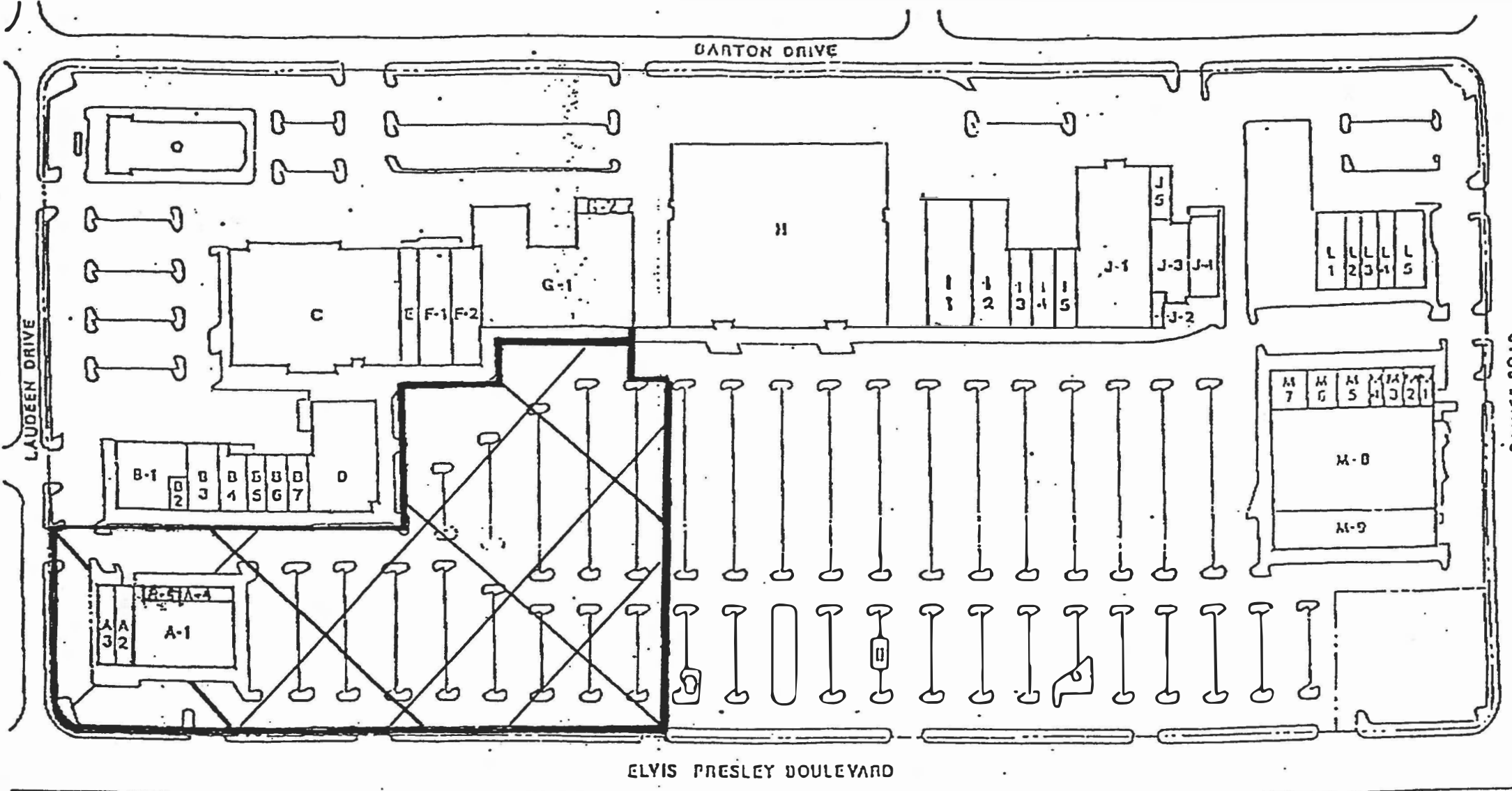
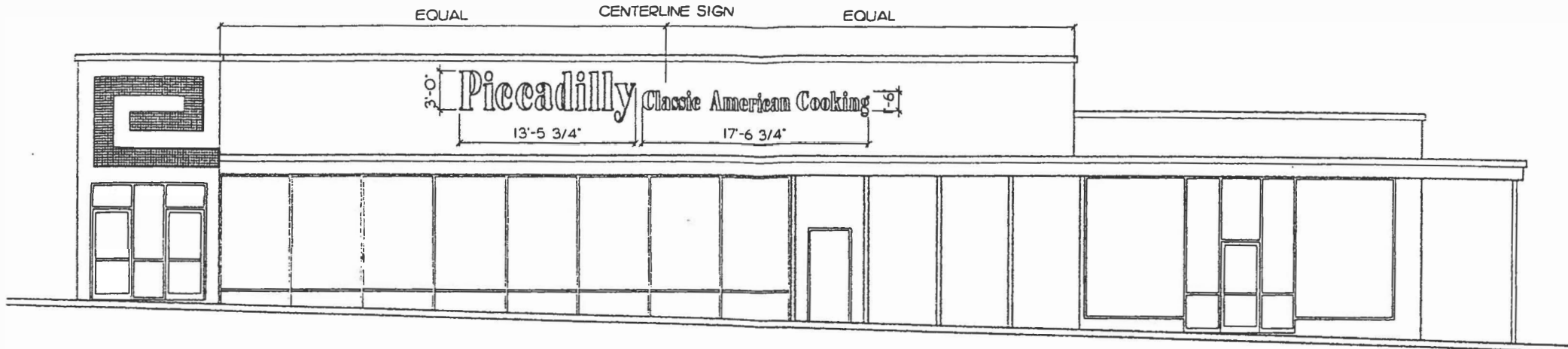
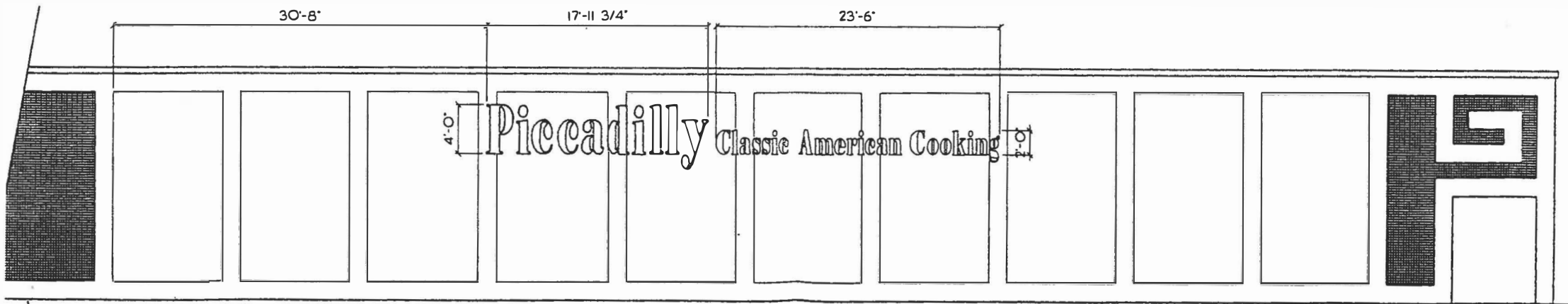


EXHIBIT A

Whitehaven Plaza Shopping Center Memphis, Tennessee



SOUTH ELEVATION
SCALE 1/8"=1'-0"



WEST ELEVATION
SCALE 1/8"=1'-0"

[SIGN CRITERIA]

EXHIBIT B

FIRST AMENDMENT TO LEASE

THIS AMENDMENT is made and entered into as of March
24, 1998 (to be effective as of the Effective Date defined below), by and between PICCADILLY CAFETERIAS, INC., a Louisiana corporation ("Tenant"), and FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, a limited partnership ("Landlord").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property in Memphis, Shelby County, Tennessee, known as Whitehaven Plaza Shopping Center (the "Shopping Center"); and

WHEREAS, Tenant has heretofore leased certain premises in the Shopping Center, designated as Space A-1 and having a street address of 3968 Elvis Presley Boulevard, Memphis, Tennessee 38116, pursuant to Shopping Center Lease dated January 6, 1992, by and between Landlord and Tenant (the "Lease"); and

WHEREAS, Tenant desires to lease from Landlord, and Landlord has agreed to lease to Tenant, upon all of the terms and conditions of the Lease (as amended hereby) that certain additional space in the Shopping Center containing approximately 2244 square feet of Floor Area, designated as Spaces A-4 and A-5 as described in and shown upon Exhibit A attached to the Lease, and having a street address of 3970 Elvis Presley Boulevard, Memphis Tennessee 38116, together with the additional Basement Area as defined and provided for in Paragraph 9 below (collectively the "Additional Space"); and

WHEREAS, Landlord and Tenant have agreed to make certain other modifications in the Lease, all as expressly hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. All capitalized terms used herein shall, unless expressly otherwise defined, have the meanings given to them in the Lease.

2. This Amendment, and the undertakings and obligations of the parties provided for herein, are expressly contingent and conditioned upon Landlord terminating the leasehold rights of, and obtaining possession of the Additional Space from, the existing tenant thereof. Landlord undertakes and agrees to use diligent efforts to accomplish the foregoing. Subject to the foregoing, the terms and provisions of this Amendment and each of the undertakings and obligations of the parties provided for herein shall be and become effective upon, and shall apply only from and after, the date (the "Effective Date") possession of the Additional Space is delivered to Tenant by Landlord.

3. Landlord hereby leases and demises to Tenant, and Tenant hereby leases and takes from Landlord, upon all of the terms, provisions and conditions set forth in the Lease, as amended hereby, the Additional Space; and the "Premises" as defined and described in Section 1.12 of the Lease, and as that term is used in the Lease and in this Amendment, is hereby amended to include the Additional Space as a part thereof.

4. Tenant agrees to accept the Additional Space in the AS IS condition existing at the Effective Date. Tenant acknowledges

that, prior to executing this Amendment, Tenant has inspected the Additional Space to Tenant's satisfaction, and that Tenant is not relying upon any statement or representation made by Landlord or by any agent, broker or other party purporting to represent Landlord in determining to accept the Additional Space in such AS IS condition. Tenant agrees to make, at Tenant's sole cost and expense, all such tenant improvements as may be necessary for the operation of Tenant's business therein.

5. Section 1.07 of the Lease is hereby amended so as to provide that commencing with the Effective Date, and continuing through the balance of the original ten (10) year Lease Term, Minimum Annual Rental shall be payable at the rate of \$89,272 per annum. The second and third paragraphs of Section 1.07 of the Lease are amended so as to provide that (a) in the event Tenant exercises its option, as provided in Section 1.05, to extend the Lease Term for the first Option Term (Lease Years 11 through 15, inclusive), the Minimum Annual Rental for the first Option Term shall be the greater of (i) \$89,272, or (ii) that sum which equals 75% of the total Minimum Annual Rental and Percentage Rental paid (or required to be paid) by Tenant for the last Lease Year of the original Lease Term (tenth Lease Year); and (b) in the event Tenant exercises its option, as provided in Section 1.05, to extend the Lease Term for the second Option Term (Lease Years 16 through 20, inclusive), the Minimum Annual Rental for the second Option Term shall be the greater of (i) \$89,272, or (ii) that sum which equals 75% of the total Minimum Annual Rental and Percentage Rental paid (or required to be paid) by Tenant for the last Lease Year of the first Option Term (fifteenth Lease Year).

6. The second sentence of Section 1.08 of the Lease is hereby amended so as to provide that commencing with the Effective Date, and continuing through the balance of the original ten year Lease Term, the Percentage Rental Breakpoint is defined as \$1,879,410 in Gross Sales made during each such Lease Year.

7. Section 1.13 of the Lease is amended so as to provide that the Premises shall be deemed to contain 12,785 square feet of Floor Area from and after the Effective Date.

8. Section 1.14 of the Lease is hereby amended to change the address to which notices to the Landlord are to be sent, to the following:

To Landlord: Finard Memphis Realty Limited
Partnership
Three Burlington Woods Drive
Burlington, Massachusetts 01803
Attention: Managing Director - Retail

With copy to: James C. Warner, Esq.
6000 Poplar Avenue, Suite 340
Memphis, Tennessee 38119-3971

and to

Richard D. Gregg
Finard & Company
62 South Prescott
Memphis, Tennessee 38111

9. Throughout the balance of the term of the Lease, Tenant shall have the right, subject to the limitations hereinafter set forth, to use that portion of the basement area of Spaces A-4 and A-5 in the Shopping Center (the "Basement Area") consisting of approximately 2244 square feet of space. Tenant's use of the Basement Area shall be limited solely to storage purposes in connection with the conduct of Tenant's business in the Premises, but in no event shall the Basement Area be used for space open to the public. In all events, Tenant shall be responsible, at its expense, for the compliance of the Basement Area and all means of ingress and egress thereto, with all applicable building, fire and other safety codes, ordinances, laws and regulations including (but not limited to) any requirements for the installation of a sprinkler system or other safety devices, or any alterations or modifications which may be required in order to comply with the Americans With Disabilities Act of 1990, or the Occupational Safety and Health Act. Tenant shall not, in its use and occupancy of the Basement Area, store any materials, or use the same in any way, so as to create any fire or other hazard or so as to impede access to any utility service facilities serving the Premises or any other space in the Shopping Center. Tenant shall not be obligated to pay any additional Minimum Annual Rental or to bear any greater portion of Operating and Maintenance Expenses or Impositions, as a result of the use of the Basement Area for such purposes, but all other terms and provisions of this Lease shall be applicable to the Basement Area throughout the term of this Lease.

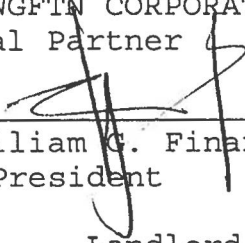
10. In all other respects and except as herein expressly modified, the Lease shall remain unmodified and in full force and effect in accordance with all of its terms, provisions, undertakings, and obligations.

11. It is agreed that Landlord shall not be deemed, by preparing and furnishing any unsigned form of this Amendment to Tenant, or otherwise, to have made any offer or agreement with Tenant with respect to the matters set forth herein, and this Amendment shall become binding upon Landlord only at such time as it has been fully executed by both Landlord and Tenant and a fully executed copy hereof delivered to both parties.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the parties hereto, as of the day and year first above written.

FINARD MEMPHIS REALTY LIMITED
PARTNERSHIP

By: WGFTM CORPORATION, its
General Partner

By: 
William G. Finard,
President

Landlord

PICCADILLY CAFETERIAS, INC., a
Louisiana corporation

By: 

Title: PRES/CEO

Tenant

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared William G. Finard, with whom I am personally acquainted, and who acknowledged himself to be the President of WGFTN Corporation, a Massachusetts corporation, the general partner of Finard Memphis Realty Limited Partnership, a partnership, the within named bargainor, and that he as such officer of WGFTN Corporation, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer and that WGFTN Corporation, as such general partner of Finard Memphis Realty Limited Partnership, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of Finard Memphis Realty Limited Partnership.

WITNESS my hand and official seal this 24th day of March, 1998.

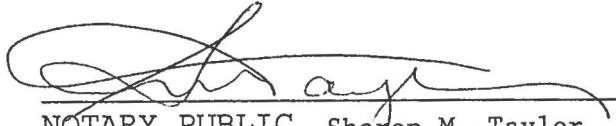

NOTARY PUBLIC

My commission expires: 4-24-98

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public in the state and parish aforesaid, personally appeared Ronald A. LaBorde, with whom I am personally acquainted (~~of the state of Louisiana~~) and who acknowledged (~~himself~~) himself to be the President & CEO of Piccadilly Cafeterias, Inc., the within named bargainor, a corporation, and that (~~he~~) he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by (~~himself~~) himself as such officer.

WITNESS my hand and official seal at office this 16th day of March, 1998.


NOTARY PUBLIC, Sharon M. Taylor

My commission expires: at my death; Lifetime Commission

T:\RAWLINSR\JCW\FINARD\LEASES\WHITEHVN\PICDILY1.AMD

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made and entered into as of March 1 2008, by and between FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, a Massachusetts limited partnership, qualified to transact business in the State of Tennessee ("Landlord"), and PICCADILLY RESTAURANTS, LLC, a Delaware limited liability company ("Tenant").

RECITALS:

A. Landlord is the owner of certain real property in Memphis, Shelby County, Tennessee, known as Whitehaven Plaza Shopping Center (the "Shopping Center").

B. Tenant is the successor in interest to Piccadilly Cafeterias, Inc., as tenant under the Lease hereinafter identified.

C. Tenant is leasing certain premises in the Shopping Center, designated as Space A-1 and having a street address of 3968 Elvis Presley Boulevard, Memphis, Tennessee 38116, pursuant to that certain Shopping Center Lease dated January 6, 1992, as amended by First Amendment to Lease dated March 24, 1998, both by and between Landlord and Piccadilly Cafeterias, Inc. (collectively, the "Lease").

D. Tenant has exercised its option to extend the term of the Lease for the Second Option Term provided therein.

E. Landlord and Tenant are entering into this Second Amendment in order to document the exercise of such option, and to set forth the determination of the Minimum Annual Rental and Percentage Rental Breakpoint for the Second Option Term, and to make certain other modifications to the Lease, all as expressly hereinafter set forth.

F. All capitalized terms used in this Second Amendment, unless otherwise expressly defined (or redefined) herein, shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the premises and of the undertakings and agreements hereinafter set forth, the parties agree as follows:

1. The term of the Lease, as provided in Section 1.04, is extended for a five (5) year period commencing March 1, 2008 and expiring on February 28, 2013 (the "Second Option Term").

2. For and during the Second Option Term, Minimum Annual Rental shall be payable at the rate of \$128,886.00 per annum (\$10,740.50 per month).

3. The Percentage Rental Breakpoint for the Second Option Term is defined as \$2,713,382.00 in Gross Sales made during each Lease Year.

4. Section 1.14 of the Lease is hereby amended to change the addresses for notices to the Landlord and the Tenant, to the following:

To Landlord: Finard Memphis Realty Limited Partnership
c/o Finard Properties LLC
68 South Prescott Street, Suite 301
Memphis, TN 38111
Attention: Steven T. Brommer, Director of Leasing
and Acquisitions

With copy to: James C. Warner, Esq.
6410 Poplar Avenue, Suite 1000



Memphis, TN 38119

To Tenant:

Piccadilly Restaurants, LLC
3232 South Sherwood Forest Boulevard
Baton Rouge, LA 70816

P.O. Box 2467
Baton Rouge, LA 70821-2467

With copy to:

Harbert Realty Services, Inc.
2 20th Street North
17th Floor
Birmingham, AL 35203

5. In all other respects and except as herein expressly modified, the Lease shall remain unmodified and in full force and effect in accordance with all of its terms, provisions, undertakings, and obligations.

6. This Second Amendment constitutes the entire agreement between the parties with respect to the matters set forth herein, and may not be altered, varied, or modified in any way, by any prior, contemporaneous, or subsequent agreement, except by an instrument in writing making specific reference to this Second Amendment and executed by all of the parties hereto.

7. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, administrators, executors, successors and (if and when assigned in accordance with the provisions of the Lease) assigns.

8. It is agreed that Landlord shall not be deemed, by preparing and furnishing any unsigned (or partially signed) form of this Second Amendment to Tenant, or otherwise, to have made any offer or agreement with Tenant with respect to the matters set forth herein, and this Second Amendment shall become binding upon Landlord only at such time as it has been fully executed by Landlord and Tenant, and a fully executed copy hereof has been delivered to Landlord.

9. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, this Second Amendment has been duly executed and delivered by the parties hereto, as of the day and year first above written.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

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Landlord's Signature and Acknowledgment Page

Second Amendment to Lease
Finard Memphis Realty Limited Partnership - Landlord
Piccadilly Restaurants, LLC - Tenant
3968 Elvis Presley Boulevard, Memphis, Tennessee 38116 - Premises
Whitehaven Plaza Shopping Center

FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, a
Massachusetts limited partnership

By: WGFTN CORPORATION, its General Partner

By:


Todd B. Finard, Vice President

Landlord

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared Todd B. Finard, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of WGFTN Corporation, a Massachusetts corporation, the general partner of Finard Memphis Realty Limited Partnership, a limited partnership, the within named bargainor, and that he as such officer of WGFTN Corporation, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer and that WGFTN Corporation, as such general partner of Finard Memphis Realty Limited Partnership, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of Finard Memphis Realty Limited Partnership.

WITNESS my hand and official seal at office this 28th day of May, 2008.


NOTARY PUBLIC

(My commission expires:

March 9, 2012

(Notary Seal)



Tenant's Signature and Acknowledgment Page

Second Amendment to Lease
Finard Memphis Realty Limited Partnership - Landlord
Piccadilly Restaurants, LLC - Tenant
3968 Elvis Presley Boulevard, Memphis, Tennessee 38116 - Premises
Whitehaven Plaza Shopping Center

PICCADILLY RESTAURANTS, LLC, a
Delaware limited liability company

By: [Signature]

Name: Thomas J. Sander

Title: CFO

Tenant

STATE OF Louisiana
COUNTY OF E. Baton Rouge
Parish

Before me, the undersigned Notary Public in the state and Parish county aforesaid, personally appeared Thomas J. Sander, with whom I am personally acquainted (~~or proved to me on the basis of satisfactory evidence~~) and who, upon oath, acknowledged (~~herself~~) himself to be the CFO of PICCADILLY RESTAURANTS, LLC, the within named bargainor, a Delaware limited liability company, and that he/~~she~~ as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him/~~herself~~ as such officer.

WITNESS my hand and official seal at office this 14th day of May, 2008.

[Signature]
NOTARY PUBLIC
Sharon M. Taylor
ID # 10407
(Notary Seal)

My commission expires:

at my death

THIRD AMENDMENT TO LEASE

This THIRD AMENDMENT TO LEASE ("Third Amendment") is made and effective as of September 20, 2011 ("Effective Date") by and between FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Landlord"), and PICCADILLY RESTAURANTS, LLC, a Delaware limited liability company ("Tenant") (collectively and each of them, "Parties" and each individually, "Party").

RECITALS:

A. Landlord is the owner of certain real property in Memphis, Shelby County, Tennessee, known as Whitehaven Plaza Shopping Center ("Shopping Center").

B. Tenant is the successor-in-interest to Piccadilly Cafeterias, Inc., as tenant under the Lease hereinafter identified.

C. Tenant is leasing certain premises in the Shopping Center, designated as Space A-1 and having a street address of 3968 Elvis Presley Boulevard, Memphis, Tennessee 38116 ("Premises"), pursuant to that certain Shopping Center Lease dated January 6, 1992, as amended by First Amendment to Lease dated March 24, 1998, both by and between Landlord and Piccadilly Cafeterias, Inc and further amended by Second Amendment to Lease dated March 1, 2008, by and between Landlord and Piccadilly Restaurants, LLC, (collectively, "Lease").

D. Tenant has no further options to extend the Lease.

E. Landlord and Tenant are entering into this Third Amendment in order to extend the Lease, provide for two (2) new options and to set forth the determination of the Minimum Annual Rental and Percentage Rental Breakpoint for the Lease extension and Options, and to make certain other modifications to the Lease, all as expressly hereinafter set forth.

F. All capitalized terms used in this Third Amendment, unless otherwise expressly defined (or redefined) herein, shall have the meanings ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the Premises and of the undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. Tenant hereby exercises its right to the Third Option Term (defined herein), and the term of the Lease, as provided in Section 1.04, is extended for the ten (10) -year period of the Third Option Term which extends the term of the Lease commencing March 1, 2013 and expiring on February 28, 2023.
2. For and during the Third Option Term, Fourth Option Term, and Fifth Option Term, Minimum Annual Rental shall be payable as follows:

Third Option Term (March 1, 2013 - February 28, 2023):

March 1, 2013 - February 28, 2018: \$135,330.30 per annum (\$11,277.53 per month)

March 1, 2018 - February 28, 2023: \$142,096.82 per annum (\$11,841.40 per month)

Fourth Option Term:

March 1, 2023 - February 29, 2028: \$149,201.66 per annum (\$12,433.47 per month)

Fifth Option Term:

March 1, 2028 - February 28, 2033: \$156,661.74 per annum (\$13,055.15 per month)

3. For and during the Third Option Term, Fourth Option Term, and Fifth Option Term, the Percentage Rental Breakpoint shall be as follows:

Third Option Term (March 1, 2013 - February 29, 2023):

March 1, 2013 - February 28, 2018: \$2,849,051.10 in Gross Sales made during each Lease Year

March 1, 2018 - February 28, 2023: \$2,991,503.70 in Gross Sales made during each Lease Year

Fourth Option Term: (March 1, 2023 - February 29, 2028):

March 1, 2023 - February 28, 2028: \$3,141,078.90 in Gross Sales made during each Lease Year

Fifth Option Term (March 1, 2028 - February 28, 2033):

March 1, 2028 - February 28, 2033: \$3,298,132.80 in Gross Sales made during each Lease Year

4. Section 1.05 of the Lease is hereby amended to add one (1) ten (10) -year option term and two (2) five (5) -year option terms as follows:

Third Option Term: ten (10) years, March 1, 2013 - February 28, 2023

Fourth Option Term: five (5) years, March 1, 2023 - February 28, 2028

Fifth Option Term: five (5) years, March 1, 2028 - February 28, 2033

Tenant shall notify Landlord in writing no later than one hundred eighty (180) calendar days prior to the expiration of the then-current term of Tenant's intent to exercise an option.

5. Intentionally deleted.

6. Intentionally deleted.

7. Section 1.14 of the Lease is hereby amended to strike the addresses for notices to Landlord and insert the following:

To Landlord: Finard Memphis Realty Limited Partnership
c/o Finard Properties LLC
One Burlington Woods Drive -- Second Floor
Burlington, MA 01803
Attention: D. Paul Koch, Jr., General Counsel

With copy to: Finard Memphis Realty Limited Partnership
c/o Finard Properties LLC
145 Court Avenue, Suite 401
Memphis, TN 38103
Attention: Steven T. Brommer, Director of Leasing and Acquisitions

8. In all other respects and except as herein expressly modified, the Lease shall remain unmodified and in full force and effect in accordance with all of the terms, provisions, undertakings, and obligations.
9. This Third Amendment constitutes the entire agreement between the parties with respect to the matters set forth herein, and may not be altered, varied, or modified in any way, by any prior, contemporaneous, or subsequent agreement, except by an instrument in writing making specific reference to this Third Amendment and executed by all of the parties hereto.

10. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, administrators, executors, successors, and (if and when assigned in accordance with the provisions of the Lease) assigns.
11. It is agreed that Landlord shall not be deemed, by preparing and furnishing any unsigned (or partially signed) form of this Third Amendment to Tenant, or otherwise, to have made any offer or agreement with Tenant with respect to the matters set forth herein, and this Third Amendment shall become binding upon Landlord only at such time as it has been fully executed by Landlord and Tenant, and a fully executed copy hereof has been delivered to Landlord.
12. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]


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Landlord's Signature and Acknowledgment Page

Third Amendment to Lease
Finard Memphis Realty Limited Partnership -- Landlord
Piccadilly Restaurants, LLC -- Tenant
3968 Elvis Presley Boulevard, Memphis, TN, 38116 - Premises
Whitehaven Plaza Shopping Center -- Shopping Center

FINARD MEMPHIS REALTY LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: WGFTN CORPORATION, its General Partner

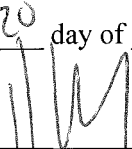
By: 
Todd B. Finard, Vice President

Landlord

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Before me, the undersigned Notary Public in the county and state aforesaid, personally appeared Todd B. Finard, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of WGFTN Corporation, a Massachusetts corporation, the general partner of FINARD MEMPHIS REALTY LIMITED PARTNERSHIP, a Massachusetts limited partnership, the within named bargainor, and that he as such officer of WGFTN Corporation, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer, and that WGFTN Corporation, as such general partner, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing its name as the general partner of such Limited Partnership.

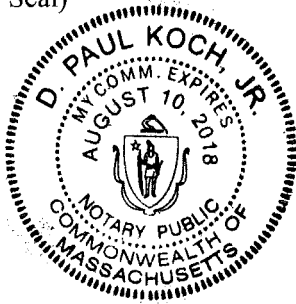
WITNESS my hand and official seal at office this 20 day of SEPTEMBER, 2011.


Notary Public D. PAUL KOCH, JR.

Name:

My commission expires: 10 AUG-18

(Notary Seal)



Tenant's Signature and Acknowledgment Page

Third Amendment to Lease
Finard Memphis Realty Limited Partnership -- Landlord
Piccadilly Restaurants, LLC -- Tenant
3968 Elvis Presley Boulevard, Memphis, TN, 38116 - Premises
Whitehaven Plaza Shopping Center -- Shopping Center

PICCADILLY RESTAURANTS, LLC,
a Delaware limited liability company

By: 

Name: Thomas J. Sandeman

Title: CEO

Tenant

STATE OF Louisiana
COUNTY OF E. Baton Rouge
Parish

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared Thomas J. Sandeman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged herself/himself to be the CEO of PICCADILLY RESTAURANTS, LLC, the within named bargainor, a Delaware limited liability company, and that she/he in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by herself/himself in such capacity.

WITNESS my hand and official seal at office this 16th day of September, 2011.


NOTARY PUBLIC

My commission expires:

(Notary Seal)

Sharon M Taylor, NOTARY
E Baton Rouge Parish, LA
LA Notary ID # 010407
Lifetime Commission

EXHIBIT A

Intentionally deleted.



Piccadilly Restaurants, LLC

VIA STANDARD MAIL

January 10, 2005

Finard Memphis Realty LP
Attn: Managing Director-Retail
One Burlington Woods Dr.
Burlington, MA 01803

Re: Whitehaven Plaza, Memphis, TN (WH)

Gentlemen:

Pursuant to the Assumption and Assignment Order dated March 16, 2004, Piccadilly Restaurants, LLC, a Delaware limited liability company, has succeeded Piccadilly Cafeterias, Inc. as the tenant under the referenced Lease.

Pursuant to the Notice provisions in the Lease, and/or superseding all prior notifications from Piccadilly Cafeterias, Inc., please direct all future notices under the Lease to:

Piccadilly Restaurants, LLC
3232 South Sherwood Forest Boulevard
Baton Rouge, Louisiana 70816

P.O. Box 2467
Baton Rouge, LA 70821-2467

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris M. Lee, Sr.", is written over a faint, circular embossed seal. The signature is fluid and cursive.

Christopher M. Lee, Sr.
Real Estate & Leasing Manager
Piccadilly Restaurants, LLC

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made this 16th day of March, 2004 by and between PICCADILLY CAFETERIAS, INC., a Louisiana corporation and a debtor and debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108 ("Assignor"), and PICCADILLY RESTAURANTS, LLC, a Delaware limited liability company ("Assignee").

Preliminary Statement

Assignor and Piccadilly Investments, LLC, a Delaware limited liability company and the sole member of Assignee entered into an Asset Purchase Agreement dated as of February 3, 2004, as amended (the "Purchase Agreement").

Pursuant to the Purchase Agreement, and subject to the terms and conditions thereof, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to substantially all of its assets (the "Acquired Assets") used in connection with the Business, including those relating to 132 cafeteria-style restaurants and other real property, all at the locations set forth on Exhibit "A" attached hereto and made a part hereof, excluding, however, the Excluded Assets, and Assignee has agreed to assume certain liabilities of Assignor relating to the Acquired Assets and the operations of Assignor in connection with the Acquired Assets (the "Acquired Operations").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Preliminary Statement set forth above is true and correct and is incorporated into and made a part of this Agreement. All capitalized terms used in this Agreement and not otherwise defined in it shall have the meanings provided in the Purchase Agreement.

2. Assignor hereby acknowledges receipt from Assignee of the Purchase Price by wire transfer of immediately available funds to the account(s) designated by Assignor.

3. Assignor hereby unconditionally sells, assigns, conveys, transfers, delivers, and sets over unto Assignee, from and after the Closing, all of Assignor's right, title and interest in, to and under the following (collectively, the "Assigned Property"):

(a) the Contracts relating to the Acquired Operations, including those identified on Exhibit "B" attached hereto and made a part hereof, but excluding the Excluded Contracts, and subject to the provisions of Section 6.2 of the Purchase Agreement (collectively, the "Acquired Contracts");

(b) the Permits (including any liquor and beer and wine licenses, if applicable and if assignable) relating to the Acquired Assets, Acquired Restaurants, and Acquired Operations, including those identified on Exhibit "C" attached hereto and made a part

hereof, but excluding Permits that are not assignable and excluding Permits relating to the Excluded Assets (collectively, the "Acquired Permits");

(c) the rights and incidents under policies, contracts or arrangements related to insurance relating to the Acquired Operations and listed on Exhibit "D" attached hereto and made a part hereof; but excluding the Excluded Insurance Rights, and subject to the provisions of Section 6.2 of the Purchase Agreement (the "Acquired Insurance Rights");

(d) all prepaid expenses relating to the Acquired Assets and collateral relating thereto and the Acquired Operations; excluding, however, any of the Excluded Deposits, and subject to the provisions of Section 6.2 of the Purchase Agreement (collectively, the "Acquired Deposits");

(e) all accounts receivable and proceeds generated by the Acquired Assets and the Business prior to Closing, excluding credit card receivables (the "Acquired Receivables");

(f) all cash located in the Acquired Restaurants as of the Closing (the "Acquired Restaurant Cash"); and

(g) all assignable warranties of third parties on any Acquired Asset.

4. Assignee hereby assumes the payment and performance of the following obligations and liabilities of Assignor (collectively, the "Assumed Obligations");

(a) the payment and performance of all obligations under the Acquired Contracts arising after the Closing (other than any liability or obligation arising prior to the Closing);

(b) all unpaid post-petition accounts payable incurred by Assignor with respect to the Acquired Operations on or after the filing of Assignor's petition for protection under the Bankruptcy Code, and arising or accruing in the ordinary course (or as required or approved by the Bankruptcy Court), but excluding any fees of professionals, financial advisors, or other similar Persons required to be approved by the Bankruptcy Court, and excluding any liability incurred pursuant to a key employee retention plan;

(c) all Assumed Taxes;

(d) all Assumed Employee Liabilities;

(e) all liabilities and obligations under Assignor's gift card or gift certificate programs relating to the Acquired Operations, excluding any discount programs, tour bus vouchers, and various local cafeteria marketing programs; and

(f) all liabilities and obligations arising as a result of Assignee's operation of the Acquired Assets after the Closing.

5. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS, INCLUDING, WITHOUT LIMITATION, THE VALUE OF ANY ACQUIRED ASSET, OR THE TERMS, AMOUNT, VALIDITY, OR ENFORCEABILITY OF ANY ASSUMED LIABILITY, AND ASSIGNOR DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSIGNED ASSETS.

6. Assignee agrees that if, after the Closing Date, it receives any payments evidencing credit card receivables attributable to transactions occurring prior to the Closing, it will be deemed to have received such payments in trust for Assignor, and it will promptly deliver the same to Assignor in the form received (with endorsement of Assignee if necessary to permit collection).

7. Assignee represents to Assignor that its assumption of the Assumed Liabilities has been duly authorized by all requisite action on the part of Assignee, Assignee has full right, power and authority to assume the Assumed Liabilities pursuant to this Agreement, and the execution, delivery and performance of this Agreement by Assignee will not result in a breach or default under any Contract, Applicable Law, Order, or writ applicable to or binding upon Assignee or its properties.

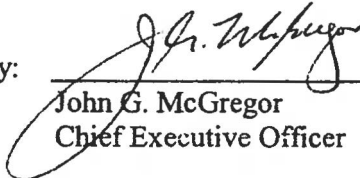
8. This Agreement is delivered by Assignor and Assignee pursuant to the Purchase Agreement, and pursuant to Section 365 of the Bankruptcy Code, and in accordance with that certain Order Approving the Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases entered on February 13, 2004 in *In re Piccadilly Cafeterias, Inc.*, Case No. 03-27976-BKC-RBR, in the United States Bankruptcy Court for the Southern District of Florida, as may be amended by further court order.

9. Assignor and Assignee covenant to execute and deliver to each other any and all documents and to perform any and all acts necessary or appropriate to further effectuate the assignment and assumption described herein. Each party agrees to afford to the other reasonable access to any and all information in its possession concerning the matters assigned and assumed hereunder, or in the other transfer, conveyance and assignment documents executed by Assignor in favor of Assignee in connection with the Closing, including the right to copy the same at the expense of the party desiring such copy, for purposes of preparing tax returns, preparing financial statements, responding to audits or investigations, and all other purposes for which such information is necessary or desirable.

10. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

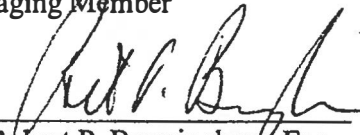
IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment and Assumption Agreement the date first set forth above.

PICCADILLY CAFETERIAS, INC.
a Louisiana corporation, as Debtor and
Debtor-in-Possession

By: 
John G. McGregor
Chief Executive Officer

PICCADILLY RESTAURANTS, LLC

By: Piccadilly Investments, LLC
a Delaware limited liability company
Its: Managing Member

By: 
Robert P. Bermingham, Esq.
Vice President & Assistant Secretary