

1 **COMMERCIAL TRIPLE NET LEASE**

2 **This is a legally binding contract. If not understood, seek competent legal advice.**

3 **STATE OF Alabama**

**Jefferson County**

4 This lease made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between (Enterglobe Enterprises LLC) hereinafter called the management arm of the  
5 "Lessor" or "Landlord", or it's agent for the Lessor and by Ms. Lucille Allen \_ as the lessee herein after called "Lessee" or "Tenant".

6 WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises at \_\_\_\_\_ Center Point Parkway  
7 Birmingham Al 35215 with an approximate square feet of \_\_\_\_\_ (tenant to verify prior to signing) and to-wit:

8 **Use / Term / Rent**

9 Subject to Alabama laws and ordinances of Jefferson County in which the property is situated, for use and occupation by the Lessee for the business  
10 of: Tax Preparation licensed by City of Birmingham, Jefferson County, Alabama and for no other or different use or purpose, for and during the  
11 term of \_\_\_\_\_ Years beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_. An additional period of \_\_\_\_\_  
12 years\_ is given to Lessee as an option to extend the lease and the amount of rent to be negotiated on the date of exercising such option by Lessor  
13 (Enterglobe Enterprises LLC) and Lessee.

14 If any rent installment is not received by Lessor from Lessee by the fifth day of the month for which such installment is due, Lessee shall immediately  
15 pay to Lessor a late charge equal to ten percent (10%) of such installment. Lessor and Lessee agree that this late charge represents a reasonable  
16 estimate of such costs and expenses and is fair compensation to Lessor for its loss suffered by such nonpayment by Lessee. Acceptance of this late  
17 charge shall not constitute a waiver of Lessee's default with: respect to such nonpayment by Lessee nor prevent Lessor from exercising all other rights  
18 and remedies available under this Lease. The burden of proof with respect to all payments of rental or other sums shall be upon Lessee.

19 **IF THE LESSEE'S CHECK IS RETURNED FOR INSUFFICIENT FUNDS, LESSOR WILL NO LONGER ACCEPT CHECKS AND ALL RENTS MUST**  
20 **THEN BE PAID BY CASHIER'S CHECK OR MONEY ORDER. LESSEE AGREES TO PAY ALL ASSOCITED BANK FEES AND**  
21 **REASONABLE ATTORNEY FEES SHOULD AN ATTORNEY BE RETAINED FOR COLLECTION, TERMINATION, OR EVICTION.**

22 In consideration whereof, the Lessee agrees to make payment to Lessor (Enterglobe Enterprises LLC) on the first day of each month, in advance, as  
23 rent for said premises:

24 Monthly rent:

25 Free rent period:

26 Monthly TICAM (prorated pass through taxes, insurance and Common area maintenance): \$ N/A.

27 Security Deposit: \$  as security deposit, without interest. It is agreed that in the event of Lessee's defaults in respect of any of the terms,  
28 provisions, and conditions of this lease, Lessor may use, or retain the whole or any part of the security deposit to the extend required for the payment  
29 of any rents and other payments to which Lessee is in default.

30 With the signing of this lease lessee issues a cashier's check for an amount of \_\_\_\_\_ .

31 All rental charges including future rents, TICAM and security deposits must be paid to "Enterglobe Enterprises LLC". Lessor has the option to  
32 increase the rent up to five percent on the anniversary of each year through the end of the lease. Exercising the option period must be approved by the  
33 lessor and must be sent to lessor in writing at least three months prior and the rent must be at the current market rent on the date of exercising the  
34 option. In the event Lessee remains in possession of the Premises after the expiration of the term and without the execution of a new lease, Lessee, at  
35 the option of Lessor, shall be deemed to be occupying the Premises as a tenant from month to month at a monthly rental for each month of such  
36 holdover period equal to one- twelfth (1/12) of the Minimum Annual rental for the preceding Lease Year.

37 **Quiet Enjoyment**

38 This lease is made upon the following terms, conditions, and covenants; The Lessor (Enterglobe Enterprises LLC) covenants to keep the Lessee in  
39 possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Lessee to  
40 obtain possession thereof provided the Lesssor (Enterglobe Enterprises LLC) shall exercise due diligence and effort to place the Lessee in possession.  
41 Nothing herein contained shall be constructed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose of  
42 which they are let.

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**Condition of Premises (AS IS)**

The Lessor (Enterglobe Enterprises LLC) or Lessor’s agent has made no representations or promises with respect to said building or Space or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein) and accepts to take possession AS IS and WHERE IS.

**Common Areas**

Lessee, its customers, employees, and invitees, shall have the right to use and enjoy, in common with Lessor and other tenants, and with their customers, employees, and invitees, the parking areas, entrances, exits, walkways and roadways (hereinafter collectively called the Common Areas) which Lessor (Enterglobe Enterprises LLC) 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 Lessee 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 Lessor (Enterglobe Enterprises LLC). In order to assist the Lessor in the enforcement of the provisions of this Section, Lessee agrees that, within ten (10) days after being requested so to do, Lessee will furnish Lessor a written statement containing the names of employees, agents, and representatives employed by Lessee in or about the Premises and the license numbers of all vehicles owned or used by Lessee or its employees, agents, or servants. Lessee further agrees that it will conduct all loading or unloading of goods or equipment only in and through such areas designated for such purposes by Lessor.

**Maintenance of Common Areas**

Lessor (Enterglobe Enterprises LLC) agrees that it will, throughout the term of this Lease, maintain the Common Areas in a good condition of repair, adequately lighted and paved. Lessor shall use its best efforts to keep the parking areas and walkways reasonable clear of snow and ice, in a manner consistent with the practices generally followed in comparable shopping centers.

Lessor (Enterglobe Enterprises LLC) 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 or (ii) to eliminate or add to any building or improvements within the Shopping Center or (iii) to rearrange the parking and/or loading spaces in the Common Areas; provided that Lessor shall not change the size or location of the Premises without Lessee’s consent and, further, that Lessor shall at all times maintain in, or 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. 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 Lessee’s meter, Lessee agrees to keep such lights on during the customary business hours of the Shopping Center, as fixed by the Lessor, and to pay the cost of the required electricity which will be passed through the Lessees operating within the Shopping center.

**Taxes, Insurance, Common Area Maintenance (TICAM Charges)**

Lessee agrees to pay Lessor (Enterglobe Enterprises LLC) , at the time and in the manner hereinafter provided, Lessee’s Fraction of occupancy of the total costs and expenses (the moderating and Maintenance expenses) incurred by Lessor in operation and maintaining the Shopping Center. The Operating and Maintenance Expenses shall include all costs arising out of the operating and maintenance of the Shopping Center including all exterior lighting, cleaning, managing, protecting, repairing, policing and security (if and to the extent provided by Lessor), painting, striping, removal of snow and ice, landscaping and shrubbery (including replacement, if necessarily) refuse removal (if provided), and utilities (serving the Common Areas). The Operating and Maintenance Expenses shall also include all premiums incurred by Lessor for all liability, workers’ compensation, or other insurance premiums.

Lessor (Enterglobe Enterprises LLC) with respect to the Shopping Center, shall further include a reasonable allowance to Lessor 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 Lessor in an amount not greater than five percent (5%) of the gross income generated by the Shopping center. Operating and Maintenance Expenses shall be made in monthly installments in amounts estimated from time to time by Lessor and due on the first day of each and every month during the term hereof. Within sixty (60) days after the end of each calendar year, Lessor shall adjust such costs up or down depending on the cost variation from the previous year.

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Lessee shall pay the amount of any such underpayment to Lessor (Enterglobe Enterprises LLC) within thirty (30) days (whether or not this Lease has then expired (or Lessor shall credit the amount of any such overpayment against Tenant's payments) for expenses being due thereafter; provided, however, that if the term of this Lease has then expired Lessor shall repay the amount of any such overpayment to Lessee within (30) days, so long as Lessee shall not then be in default under any term or provisions of this lease.

Property Taxes: Lessor (Enterglobe Enterprises LLC) 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); and Lessee agrees that during the term of this Lease, Lessee shall reimburse Lessor the Impositions applicable to the Premises. Impositions applicable to the Premises shall be paid by Lessee per its prorated share as a part of pass through charges on the first of each and every month of the Term hereof, in amounts estimated from time to time by Lessor.

Hazard Insurance: Lessor (Enterglobe Enterprises LLC) agrees that it will keep the Shopping Center, including the Premises, insured against damage for fire and other perils customarily covered under extended coverage insurance in such amounts as may reasonably be determined by Lessor. Lessee shall reimburse the Lessor the prorated Premiums applicable to the Premises as part of the Operating and Maintenance expenses. Lessee shall at Lessee's own cost and expense procure and maintain, throughout the term of this Lease's, hazard insurance covering Lessee's inventory, furnishings, fixtures, equipment and Lessee's improvements, and in such amounts as Lessee shall deem prudent.

Other expenses: Other expenses shall include but not limited to capital improvements, onsite and off site management fees and any expenses directly related to property improvements that would benefit all lessees within the shopping center.

Lessee will pay the prorated share of the property taxes, insurance and management plus the common area maintenance (TICAM). Such charges are approximately \$\_n/a\_ per square feet per year. As indicated above, such charges may adjust up or down depending on the bills received.

#### **Default by Lessee**

Should the lessee or the business gets involved in any illegal business activities defiled by the State and or local law, lessor has the right to unilaterally cancel this lease and send an invoice for the remainder of the rents and TICAM charges. Such invoice must be paid by lessee within thirty days.

Should lessee at any time be in default with respect to any rental payments or other charges payable by Lessee and should such default continue for a period of ten (10) days after written notice from Lessor (Enterglobe Enterprises LLC) to Lessee; or should Lessee be in default in the prompt and full performance continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice thereof from Lessor to Lessee, specifying the particulars of such default or breach or performance; then the occurrence of any one or more of the foregoing events shall be an event of default under this Lease, and in addition to any or all other rights or remedies of Lessor herein and by law provided, Lessor may at Lessor's option and without further notice or demand of any kind to Lessee or any other person, take any one or more of the following actions: a. Declare the term hereof ended and reenter the Premises, take possession and remove all persons, in which event Lessee shall have no further claim; or b. Without declaring this Lease ended, re rent the Premises and occupy the whole or any part thereof for and on account of Lessee and collect any unpaid rentals and other charges which have become payable or which may thereafter become payable; and c. Even though Lessee may have reentered the Premises, Lessor may thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises; or d. Perform or cause to be performed, on behalf and at the expense of Lessee, any or all of the undertakings or obligations as to which Lessee is in default, in which event Lessee shall pay to Lessor, upon demand, any costs or expenses incurred in the performance of such undertakings or obligations, together with interest thereon; and the action of Lessor in performing such undertakings or obligations, or causing the same to be performed, shall not be deemed a curing of Lessee's default, and Lessor shall thereafter be entitled to exercise any or all of Lessor's rights or remedies provided herein, or at law or in equity, as if such default remained uncured.

(A) Should lessee at any time be in default with respect to any rental payments or other charges payable by Lessee and should such default continue for a period of ten (10) days after written notice from Lessor (Enterglobe Enterprises LLC) to Lessee (such unpaid rent shall bear interest at 18% per annum); or should Lessee be in default in the prompt and full performance continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice thereof from Lessor to Lessee, specifying the particulars of such default or breach or performance; then the occurrence of any one or more of the foregoing events shall be an event of default under this Lease, and in addition to any or all other rights or remedies of Lessor herein and by law provided, Lessor may at Lessor's option and without further notice or demand of any kind to Lessee or any

134 other person, take any one or more of the following actions: (i) Declare the term hereof ended and reenter the Premises, take possession and  
135 remove all persons and change the locks, in which event Lessee shall have no further claim.

136 Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of  
137 notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned  
138 thereby; and/or (ii) shall have the right to proceed by attachment, suit or otherwise to collect any delinquent rent or other amounts due Lessor  
139 hereunder; and/or (iii) shall have the right to accelerate and declare the whole rent for the whole term of this Lease and/or any and all other amounts  
140 due under this Lease at once due and payable and may proceed by attachment, suit or otherwise to collect all such amounts in the same manner as if by  
141 the terms of this Lease all such amounts due or to become due during the entire term were payable in advance.

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144 Neither the enforcement of collection by Lessor of such amounts nor the payment by Lessee of such amounts shall constitute a waiver by Lessor of  
145 any breach, existing or in the future, of any of the terms or provisions of this Lease by Lessee or of any rights or remedies which the Lessor may have  
146 with respect to any such breach. In the event Lessor elects to accelerate as herein set out and subsequently leases the Premises to a third party prior to  
147 the end of the period for which this Lease would run if there were no breach of this Lease, Lessor shall, at the end of said period, refund to Lessee that  
148 portion of the accelerated sum which represents the accelerated rent for that part of said period during which said third party shall pay rent to Lessor;  
149 provided, however, that should said accelerated sum exceed rental payments actually received from said third party during said period, Lessor shall  
150 not be required to refund to Lessee the amount which represents the excess of said accelerated sum over the rental payments actually received from  
151 said third party during said period.

152 (B) In the event of a default by Lessee as set forth in the above paragraph or in any other Section of this Lease, then Lessor at its option (without  
153 further notice or demand of any kind to Lessee or any other person except as hereinafter expressly provided) may have, in addition to all remedies  
154 available at law or in equity or provided elsewhere in this Lease, the following described remedies: (i) Lessor may elect to terminate this Lease by  
155 written notice to Lessee specifying the date of the Lease will terminate, and upon such date this Lease and Lease Term shall end. Lessor may  
156 immediately repossess the Demises Premises and Lessee shall pay at once to Lessor as damages a sum of money equal to the rentals and other charges  
157 to be paid by Lessee (as specified in subparagraph C below) to Lessor for the balance of the stated term of this Lease less the fair rental value of the  
158 Premises for the same period. (ii) Lessor may elect to terminate Lessee's right of possession without terminating this Lease, in which event Lessee  
159 agrees to surrender possession and vacate the Premises immediately and deliver the possession to Lessor, and Lessee hereby grants Lessor full and  
160 free license to enter in and upon the Premises or any part thereof and to expel or remove Lessee or any other person or party who may be occupying or  
161 within the Premises or any part thereof and remove any and all property therefrom. Such property may be removed and stored in a public warehouse or  
162 elsewhere at the cost of and for the account of Lessee without terminating this Lease or releasing Lessee in whole or in part from Lessee's obligations  
163 to pay rent and other charges and perform any of the covenants, conditions and agreement to be performed by Lessee as provided in this Lease and  
164 without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Lessor's rights as herein  
165 provided. If Lessor re-enters the Premises without terminating this Lease, then Lessor may relet the Premises or any part or parts thereof, either in the  
166 name of Lessor or otherwise, for a term which may at Lessor's option be less than or exceed the period which would otherwise have constituted the  
167 balance of the Lease Term and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Lessee or the legal  
168 representative of Lessee shall pay Lessor for each month of the period which would otherwise have constituted the balance of the Lease Term, any  
169 deficiency. The refusal or failure of Lessor to relet the Premises or any part or parts thereof shall not release or affect Lessee's liability for damages;  
170 provided, however, that Lessor shall use reasonable efforts to relet the Premises. There shall be added to the said deficiency such expenses as Lessor  
171 may incur in connection with any reletting (such as court costs, reasonable attorneys' fees and disbursement, brokerage and expenses for putting and  
172 keeping the Premises in good order or for preparing the same for reletting). Any deficiency shall be paid in monthly installments by Lessee on the rent  
173 day specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of  
174 Lessor to collect the deficiency for any subsequent month by a similar proceeding. No such re-entry or taking possession of the Premises by Lessor  
175 shall be construed as an election on its part to terminate this Lease unless a written notice of such termination be given to Lessee or unless the  
176 termination thereof be decreed by a court of competent jurisdiction. Any amount collected by Lessor from subsequent Lessees for any rental period in  
177 excess of that provided for in this Lease for such period shall be credited to Lessee in reduction of Lessee's liability for any rental period in which the  
178 amount collected by Lessor shall be less than that provided for by this Lease, but Lessee shall only be entitled to received any such rentals at the end  
179 of the Lease Term and without interest. In all events Lessor may terminate the Lease for such breach at any time thereafter and after such termination  
180 Lessee shall not be entitled to any claim whatsoever, of any kind or nature, for any excess rental that may be collected by Lessor. The reletting of the  
181 Premises beyond the date originally fixed for expiration of the term of the Lease shall not be deemed to release Lessee from his obligation hereunder.  
182 An election to re-enter the Premises (without terminating the Lease) and the reletting or not reletting of the Premises shall not thereafter prevent  
183 Lessor from electing to terminate the Lease for such previous breach. In the event it is necessary for Lessor to bring suit for such rental payments or  
184 other charges as they accrue or in order to collect any damages, Lessor shall have the right to allow such rental or deficiencies to accumulate and to  
185 bring an action on several or all of the deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar

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action for subsequent rental or damage deficiencies. If Lessee defaults in any of its obligations hereunder, then Lessor, to the extent not otherwise recovered, shall be entitled to recover its reasonable attorneys' fees and court costs incurred by reason of Lessee's default.

Lessor may, but shall not be obligated to, after having given to Lessee thirty (30) days notice, cure any default by Lessee under this Lease, including (if Landlord so elects) expending money on behalf of Lessee. All reasonable costs and expenses incurred by Lessor in curing a default, including, without limitation, reasonable attorney's fees, together with interest on the amount of costs and expenses so incurred shall be paid by Lessee to Lessor on demand, and shall be recoverable as additional rent.

(B) Lessor's Lien. Lessee grants Lessor a lien and security interest in all of the fixtures, trade fixtures, furniture, equipment, stock, goods, merchandise and other property placed on the Premises during the term of this Lease to secure the payment of all rentals and other sums due to Lessor hereunder for the entire term of this Lease. This lien and security interest is in addition to the statutory Lessor's lien. Lessor shall have all of the rights, remedies and powers granted a secured party under the Uniform Commercial Code of Alabama, herein called "UCC", including, without limitation, the right and power to sell, at public or private sale, or otherwise dispose of, lease or utilize, such property and any part or parts thereof in any manner authorized or permitted by the UCC in the event of any default by Lessee. At Lessor's request, Lessee shall execute and deliver to Lessor a financing statement or statements appropriate for filing under the UCC.

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**Hazardous Substances**

Lessee is not allowed to keep or store within premises any "Hazardous substance". It means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, county, or municipal statutes or law now or at any time hereafter in effect, including but not limited to , the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C 9601 ct seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801 ct seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 ct. seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 ct seq.), the Clean Air Act (42 U.S.C. 7401 ct seq.), the Toxic Substance Control Act as amended (15 U.S.C. 2601 ct seq.). Lessee shall, at it's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substance ("Laws")

**Tenants Restrictions**

**LESSEE SHALL APPLY FOR A BUSINESS LICENSE PRIOR TO OPERATION OF THE BUSINESS.**

**LESSEE SHALL NOT PERMIT:**

- (a) Any violation of any federal, state or local law, ordinance, or regulation nor or hereafter enacted, related environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or
- (b) The use, generation, release, manufacture, refining, production, processing storage, or disposal of any Hazardous substance on, under or about the Premises, or the transportation to or from the Premises of any Hazardous Substance, except as specifically disclosed.

**Environmental Clean-up**

- (a) Lessee shall, at it's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substance ("Laws")
- (b) Lessee shall, at Tenant's own expense, make all submissions to provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the laws.
- (c) Should any Authority or any third party demand that a cleanup plan be prepared and that a clean-up be undertaken of any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term of this Lease, at or from the Premises, or which arises at any time from Lessee's use or occupancy of the Premises, then Lessee shall, at it's own expense prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all such cleanup plans.
- (d) Lessee's obligations and liabilities under this Paragraph (3) shall survive the expiration of this Lease.

**Tenant's Indemnity**

- 238 (a) Lessee shall indemnify, defend, and hold harmless Lessor (Enterglobe Enterprises LLC) , the onsite manager of the property , and their  
239 respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and  
240 actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way  
241 connected with any deposit, spill, discharge, or other release of Hazardous Tenant's use or occupancy of the premises, or from Tenant's  
242 failure to provide all information, make all submissions, and take all steps required by all Authorities under the Law and all other  
243 environmental laws.  
244 (b) Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

245 **Roof Maintenance**

246 Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor (Enterglobe Enterprises LLC)  
247 will repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor (Enterglobe  
248 Enterprises LLC) be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the  
249 extent of the reasonable cost of repairing said roof; nor shall the Lessor (Enterglobe Enterprises LLC) be liable for damages or injuries arising from  
250 defective workmanship or materials, the Lessee hereby expressly waiving the same. Lessor (Enterglobe Enterprises LLC) and its agents shall not be  
251 liable for any death, injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of,  
252 the Lessor , other than will full wrongful acts of the Lessor (Enterglobe Enterprises LLC). The Lessee will keep the roof and the leased grounds free of  
253 all cans, bottles, fragments, debris and trash, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstructions, and in  
254 good working order.

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256 In the event heating, ventilating and air conditioning equipment or a part of any air conditioning equipment is installed by Lessee with the Lessor's  
257 approval on the roof / walls of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible  
258 for repairing any roof leaks attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air  
259 conditioning equipment may be installed until the consent in writing of the Lessor (Enterglobe Enterprises LLC) is first and obtained thereto.

260 **Replacement, Maintenance and upkeep of HVAC**

261 Upon signing of this lease, lessee must enter into a HVAC contract to start a preventative maintenance contract covering the existing HVAC system  
262 (s) once every three months covering oil fan motors, change filters, charge freeon, clean condensers and blow the drains. Such contractor must be  
263 bonded and insured. A copy of such contract must be given to lessor or it's management upon demand. Lessor (Enterglobe Enterprises LLC) shall not  
264 be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said, heating, ventilating  
265 and air-conditioning (HVAC) equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them.

266 **Other Repairs**

267 Lessor (Enterglobe Enterprises LLC), shall not be obligated or required to make any other repairs or do any other work on or about said premises or  
268 any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent  
269 herein agreed.

270 All other portions of any building hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall deliver the  
271 demised premises to Lessor (Enterglobe Enterprises LLC) in good repair and condition, reasonable wear and tear expected.

272 Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor (Enterglobe  
273 Enterprises LLC) may deem necessary or proper, or that Lessor (Enterglobe Enterprises LLC) may be lawfully required to make. The Lessee must  
274 have with Lessor a copy of the keys in case of emergencies or repairs. Lessee is responsible for all repairs except the common areas.

275 **Inspection and Showing**

276 Lessor (Enterglobe Enterprises LLC) reserves the right to visit and inspect and show the said premises at all reasonable times to prospective tenants  
277 and purchasers.

278 **Failure of the Lessee to Repair damages**

279 Should the Lessee fail to make repairs to herein premises and or neighboring premises due to negligence under the lease, the Lessor at it's option may  
280 enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the

281 Lessee will not make or permit to be made any alternations, additions, improvements or changes in the premises, nor will the Lessee paint the outside  
282 of the building or permit the same to be painted without the written consent of the Lessor (Enterglobe Enterprises LLC) before work is contracted .

283 **Signage**

284 Lessee is responsible for exterior signage to be erected according to the same uniform approved signage which already exists within the center. No  
285 signs of any character shall be erected on the roof or elsewhere in or about the demised premises until the consent thereof in writing is first had and  
286 obtained from the Lessor (Enterglobe Enterprises LLC). The consent to a particular alteration, addition, improvement or change shall not be deemed  
287 consent to, or a waiver of, a restriction against alterations, additions, improvement or changes for the future.

288 **Alterations and Improvements by Lessee at the end of the lease**

289 Lessee once ending the lease will replace any items broken within the premises including electrical, plumbing and etc. And failing so to do the Lessor  
290 (Enterglobe Enterprises LLC) may replace the same and the Lessee will pay the Lessor (Enterglobe Enterprises LLC) the cost and expense thereof  
291 upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all  
292 elevators, heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, water pipes, water closets, drains sewer lines and other  
293 plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by applicable  
294 laws or ordinances.

295 Mechanics' Liens: Lessee shall have no right, power or authority to enter into any contract or incur any obligations for improvements to the Premises  
296 or otherwise, the effect of which is to create a lien or charge upon Lessor's interest, in the Premises or the fee interest therein. Lessee agrees that it will  
297 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 Lessee will keep the Premises free and  
298 clear of all mechanics' liens and other liens on account of work done for Lessee or persons claiming through or under it. Lessee agrees to and shall  
299 indemnify, defend, save and hold Lessor free and harmless against all liability, loss, damage, costs, attorney's fees and all other expenses on account of  
300 claims of liens, whether by suit or otherwise, by contractors, laborers or others claiming to have performed work or furnished materials or supplies for  
301 Lessee or persons claiming through or under it.

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303 In addition, Lessee shall keep Lessee's leasehold interest in any of the improvements to the Premises which are, or are to become, property of Lessor  
304 pursuant to this Lease, free and clear of all liens, attachments, or judgments. If Lessee shall desire to contest any claim of lien, it shall furnish Lessor  
305 adequate security of the value or in the amount of the claim.

306 **Compliance with Law**

307 Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and  
308 premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not be any act, or omission render the Lessor  
309 (Enterglobe Enterprises LLC) liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will  
310 take good care of said building and said premises at all times.

311 All materials used in connection with the alteration or refurbishment of the Premises, including, without limitation, paint, carpet, wall or window  
312 coverings, carpet glues, and other chemicals, shall be subject to Lessor's (Enterglobe Enterprises LLC) prior written approval. Any such approval  
313 shall not be deemed a representation warranty that the materials so approved are in compliance with laws (including IAQ laws) or that the same do not  
314 affect the IAQ in the Premises.

315 Lessor (Enterglobe Enterprises LLC) shall have the right, but not the obligation, at all times during the Lease Term to inspect the Premises and  
316 conduct such test and investigations (including, without limitation, a Phase 1 Indoor AIR Quality audit) to evaluate the IAQ in the Center. Landlord's  
317 entry may be made at any time either during or after Lessee's business hours.

318 Lessee will cooperate with Lessor (Enterglobe Enterprises LLC) and will at any time, allows Landlord and Lessor's (Enterglobe Enterprises LLC)  
319 representatives access to any Lessee's records with respect (Enterglobe Enterprises LLC) to the Premises for environmental inspection purposes.  
320 Lessee will make available its personnel to respond to interview questions posed by the Lessor (Enterglobe Enterprises LLC) representatives or an  
321 environmental consultant.

322 All costs and expenses relating to monitoring and maintaining suitable IAQ in the building and regularly inspecting, monitoring, maintaining, and  
323 repairing the building's HVAC system; hiring outside consultant to investigate and identify the source of any suspected IAQ problem that may be  
324 identified; remedying any such problems; modifying, renovating, or encapsulating any portion of the Center, building systems, or building

325 components reasonably required to continuously an efficiently maintain acceptable IAQ in the Center, and complying with any and all local, state, and  
326 federal laws, rules, regulation or real estate industry standards relating to IAQ shall be included in the CAM cost calculation or as additional rent.

327 This lease is subject and subordinate to all ground and underlying leases plus all present and future mortgages or deeds of trust.

328 **Public Liability Insurance and Indemnity**

329 Lessee within thirty days (30) of signing this lease must take out an insurance policy to cover any injuries caused to individuals or damages to personal  
330 properties during and after the business hours. A copy of such certificate of Insurance must be submitted to Lessor (Enterglobe Enterprises LLC). Any  
331 injuries or damages will be the responsibility of the Lessee, during the entire term of this Lease and to be covered at Lessee’s own expense. The  
332 Insurance policy must be kept in force by advance payment of premiums, public liability insurance with minimum liability limits of \$500,000.00 for  
333 injury to or death to one person and \$1,000,000.00 for injury to or death to more than one person arising out of any one occurrence and for damage to  
334 property in the amount of \$100,000.00, insuring Lessee, Lessor (Enterglobe Enterprises LLC), and Lessor’s Agents, Servants, and employees (as  
335 additional insureds) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised  
336 premises during the term or in consequence of Lessee’s occupancy thereof and resulting in personal injury or death or property damage.

337 Once the policy is due for renewal, Lessee must pay such costs related to renewals.

338 **Utility Interruption / Deregulation**

339 Lessor Is Not Responsible for Interruption of Service. Lessor (Enterglobe Enterprises LLC) shall in no way be liable or responsible for any loss,  
340 damage, or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption, or defect in the supply or character of  
341 the electric or water furnished to the Premises, or if the quantity or character supplied or any unsuitability shall constitute an actual or constructive  
342 eviction, in the whole or in part, or entitle Lessee to any abatement or diminution of rent, or relieve tenant from any of its obligations under the Lease.  
343 Any damages resulting from this paragraph is the responsibility of the Lessee.

344 Unless otherwise stated herein, Lessee will be responsible for all utility charges such as water, gas and electric.

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349 **Installation of Telecommunications**

350 Lessee shall specify in writing to the Lessor (Enterglobe Enterprises LLC), prior to any installation or usage in any manner of the Premises, all the  
351 equipment to be installed including, without limitation, antenna(s), cabling, wiring. Any change in equipment by Lessee shall require the prior written  
352 consent of Lessor.

353 Lessee may, at its sole expense, make such installations on the premises, however, before making any installations on the Roof Premises, in order to  
354 prevent damage to the roof with the enforcement of the warranty of the roof, Lessee agrees to (i) provide Lessor (Enterglobe Enterprises LLC) and  
355 Lessor’s roofing contractor and/or other designee with Lessee’s plans and specifications for any such installation and (ii) obtain Landlord’s prior  
356 written consent to such installation.

357 Lessee at its sole cost and expense shall comply with all applicable laws relating to the Center, to the extent that compliance with same arises out of  
358 Lessee’s use of the Premises, including without limitation, its installation or operation of the equipment.

359 Lessor shall have the right to enter the Premises at any time in the event of any emergency and at all reasonable times upon reasonable notice for the  
360 purpose of; (i) inspecting same; (ii) making any repairs to the Premises and performing any work therein as many be necessary, in Lessor’s judgment;  
361 or (iii) exhibiting the Site for purpose of sale, lease or financing.

362 Lessor may, at any time relocate the Lessee’s equipment including, without limitation, the antenna and any wiring, to an alternative site (the  
363 “Relocation Site”) within and/or on top of the Center upon 10 days’ notice to Lessee.

364 **Defects in Premises**

365 Lessor (Enterglobe Enterprises LLC) shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its  
366 equipment, drains, plumbing, wiring electric equipment or appurtenance, or in said premises, or cause by, or growing out of fire, rain, wind, leaks,  
367 seepage or other cause.

368 **Snow, Ice, Trash**

369 If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessee will keep the  
370 sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris and obstructions and will hold the Lessor  
371 (Enterglobe Enterprises LLC) harmless from all damages or claims arising out of the Lessee's failure to so do.

372 **Acceleration of Rent**

373 Upon termination, abandonment or breach of this lease and re-entry upon said premises for any one or more of the causes set forth above, or upon  
374 termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term  
375 or other extended term, and all other indebtedness to the Lessor (Enterglobe Enterprises LLC) owed by the Lessee, shall be and become immediately  
376 due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by  
377 the Lessor.

378 **Default; Attorney Fee, Waiver of Exemptions**

379 The Lessee agrees to pay Lessor (Enterglobe Enterprises LLC), or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs and  
380 attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor the event the Lessee is adjudged a bankrupt, or legal process  
381 is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or report the interest of the Lessee in this lease or  
382 in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to  
383 further secure the prompt payment of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the  
384 terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor (Enterglobe Enterprises LLC )  
385 may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim  
386 personal property as exempt from levy and sale, under the laws of the State.

387 **Abandonment / Re-Letting**

388 In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the  
389 terms, conditions, or covenants hereof, the Lessor (Enterglobe Enterprises LLC) shall have the privilege, at Lessor's option of re-entering and taking  
390 possession of said premises and leasing all or any portion of said premises for such term and for such use deemed as satisfactory to the Lessor  
391 applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the terms of this lease  
392 and the balance to the Lessor and, said leasing shall not release the Lessee from liability hereunder for the rents reserved for the residue of the term  
393 hereof but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent  
394 reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.

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396 **Reinstatement**

397 If the lease is terminated by the Lessor (Enterglobe Enterprises LLC) for any reason, including nonpayment of rent, and the Lessee pays the rent,  
398 attorneys' fees and other charges and thus makes him / herself current, and/or remains or continues to be in possession of the leased premises or any  
399 part thereof, with the Lessor's (Enterglobe Enterprises LLC) consent, this lease will be considered reinstated, and will continue in effect as though it  
400 had not been terminated.

401 **Re-Entry, etc., No Bar**

402 No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessee  
403 herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor (Enterglobe Enterprises LLC) to enforce any  
404 right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor (Enterglobe Enterprises LLC) to annul the lease or to  
405 re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

406 **Improvements and Additions/Property of Lessor**

407 All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor (Enterglobe  
408 Enterprises LLC), with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to  
409 remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions  
410 and covenants of within contract have been made complied with by Lessee and provided said Lessee restores the building and premises to its original  
411 condition, normal wear and tear excepted.

412 **Transfer or Assignment**

413 Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any  
414 interest therein, shall be null and void, unless the written consent of the Lessor (Enterglobe Enterprises LLC) be first obtained thereto. As a condition  
415 precedent to the obtaining of such consent, the assignees or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such  
416 assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If  
417 a lease assignment or sublease is consummated and approved by Lessor (Enterglobe Enterprises LLC) for this Lessee or any one or more assigns  
418 before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$ \_500\_ assignment/sublease fee to agent for each and every  
419 lease assignment or sublease made.

420 If Lessee is a corporation, the sale or encumbrance of a majority of its outstanding voting stock, the dissolution of Lessee or sale of a major portion of  
421 its assets, or a merger or consolidation of Lessee into or with another corporation (by operation of law or otherwise), shall be deemed an assignment of  
422 this Lease. If, at any time during the term, Lessor has knowledge that a person, firm or corporation other than Lessee is in possession of the Premises  
423 without the written consent of the Lessor, Lessor may, at its option at any time thereafter, by written notice to Lessee, accept and treat such person,  
424 firm or corporation in possession as the assignee or sub lessee of Lessee, in which event both Lessee and such assignee or sub lessee shall be obligated  
425 to observe and perform all the covenants, conditions, and provisions herein contained binding upon Lessee; provided, however, that nothing herein  
426 shall affect Lessor's other remedies for Lessee's default by wrongful assignment or subletting. No assignment or sublease, whether or not consented to  
427 by Lessor, shall act to relieve Lessee of the obligations imposed under this Lease.

428 **Bankruptcy – insolvency**

429 Lessee agrees that in the event: (i) all or substantially all of Lessee's assets are placed in the hands of a receiver or trustee and such receivership or  
430 trusteeship continues for a period of thirty (30) days; or (ii) Lessee makes an assignment for the benefit of creditors or is finally adjudicated a  
431 bankrupt; or (iii) Lessee institutes any proceedings under the Bankruptcy Act as the name now exists or may hereafter be amended, or under any other  
432 act relating to the subject of bankruptcy, including but not limited to any proceeding wherein Lessee seeks to be adjudicated a bankrupt or to be  
433 discharged of its debts, composition, extension, or reorganization; or (iv) any involuntary proceeding is filed against Lessee under any such  
434 bankruptcy Federal laws and such proceeding not be removed within ninety (90) days thereafter; then in any of such events, this Lease and any interest  
435 of Lessee in and to the Premises shall not become an asset in any of such proceedings, and in addition to any and all rights or remedies by law  
436 provided, the same shall be deemed an event of default under this Lease, and at the option of the Lessor, Lessor may declare the term hereof ended and  
437 reenter the Premises and take possession thereof and remove all persons thereon, and Lessee shall have no further claim thereon or hereunder.

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443 **Fire & Other Casualty**

444 In the event of the total destruction of, or partial damage to the buildings upon the demised premises by fire or other casualty, Lessor (Enterglobe  
445 Enterprises LLC) shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately  
446 prior to the occurrence of such casualty, at Lessor's (Enterglobe Enterprises LLC) cost and expense, provided such cost does not exceed the proceeds  
447 of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any  
448 mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term  
449 or any extension thereof shall be two (2) years or less of the date of such casualty and the cost of such repair or restoration exceeds twenty percent  
450 (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written  
451 notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor (Enterglobe Enterprises LLC)  
452 exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease,

453 which if exercised would extend the unexpired term beyond two (2) years, Lessee may void such above notice of Lessor's right to terminate this lease  
454 by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or  
455 repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.

456 In the event the repairing and restoring of the building can not be completed within four (4) months after the date of occurrence of such casualty, as  
457 estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon given written notice to Lessor (Enterglobe  
458 Enterprises LLC) within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building  
459 has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

460 **Notices and Demands**

461 All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the  
462 Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in  
463 the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are  
464 required to be given to the Lessor (Enterglobe Enterprises LLC) may be given by certified mail, addressed to the Lessor (Enterglobe Enterprises LLC)  
465 at the address of the Lessor or in care of the Lessor's rental agent at that time authorized by the Lessor (Enterglobe Enterprises LLC) to service this  
466 lease, and said notices must be in writing.

467 **Lessee's and Lessor's Default**

468 In case of Lessee's default, all applicable paragraphs in this lease apply. If any portion of this lease is against any State law and not enforceable, the  
469 remainder of this lease would be enforced. In case of lessor's default proven in court, lessee's only recourse action would be to request cancellation of  
470 the lease without any monetary damages. Upon such cancelation, the rents must not be withheld and no damages could be requested by the lessee. The  
471 prevailing party shall cover the attorney fees.

472 **Clean Premises Upon Termination, Etc.**

473 The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove from the leased premises all  
474 signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-ways, elevators and shafts as clean as is possible by  
475 means of the use of broom and shovel.

476 **Addendum Clause**

477 This lease consist of nine (9) pages together with an addendum, which is attached hereto, initialed by the parties and incorporated in this lease by  
478 reference. In case of conflict between the printed portion of this lease and the addendum, the term of the Addendum shall prevail.

479 **Binding Effects**

480 The lease shall be binding upon, and inure to the benefit of, Lessor (Enterglobe Enterprises LLC) and Lessee, their executors,  
481 administrators, heirs assigns or successors. Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or  
482 option for lease, and anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution  
483 and delivery by both Lessor(Enterglobe Enterprises LLC) and Lessee.

484 **Hours of operations**

485 Lessee's hours of operations will be: At least 5 days a week, unless otherwise specified here\_9 am to 6 pm \_\_Monday to Friday.

486 Lessee understand that the business must be opened during the business hours of the shopping center. Closing the business is considered a breach of  
487 the lease unless the duration of the closing period is approved in writing by the lessor or simply an emergency related to the lessee's health or issues  
488 totally beyond the lessee's control.

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490 **FURTHER TERMS AND CONDITONS MADE A PART HEREOF**

491 **Addendum**

492 1) Lessee shall transfer the utilities such as gas, trash and electric to it's name within seven days of signing of this lease.

- 2) Lessor will cover the costs for the Pylon sign and overhang sign.
- 3) Lessee to obtain a business license and building department clearance (if applicable) within 30 days of signing of this lease and submit it to the lessor.
- 4) Space # \_\_\_\_\_ is being accepted as is.
- 5) Legal notices shall be served upon the parties per the following addresses:

IN WITNESS WHEREOF, the Lessor (Enterglobe Enterprises LLC) and the Lessee have respectively executed these presents this \_\_\_\_\_, 2011  
(Enterglobe Enterprises LLC)

By: Mr. Jesse Wright                      It's: \_\_\_\_\_                      Dated: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned, \_\_\_\_\_, endorse, guarantee and promise to pay to Enterglobe Enterprises LLC. (Lessor), or it's assigns, all present and future indebtedness of the Commercial Lease dated herein, attached hereto, and all extensions and renewals thereof (which extensions and renewals may be made in whatsoever form and without notice to or consent of the undersigned), and all expenses, including reasonable attorney's fees and costs incurred in collecting said indebtedness and enforcing this guaranty, and hereby agree that any payment on said indebtedness will operate to toll any statutes of limitation as to the undersigned hereunder, and hereby waive:

- A. presentment, demand, notice of demand, protest, notice of protest, notice of default, and notice of non payments;
- b. the right, if any, to the benefit of, or to direct application of, any security hypothecated to said Lessor, until all indebtedness of the maker to said Lessor, howsoever arising, shall have been paid;
- c. the right to require said Lessor to proceed against the Lessee or to pursue any other remedy in said Lessor's power; and
- d. to the fullest extent permitted by law, all statutes of limitations; and agree that said Lessor may proceed against anyone or more of the undersigned directly and independently of said Lessee, and that the cessation of the liability of said maker for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security, or any impairment or suspension of said Lessor's remedies or rights against said Lessee, shall not in any way affect the liability of the undersigned hereunder.

Should any litigation be commenced between the parties hereto or their personal representatives concerning any of the provisions of this agreement or the rights and duties of any person in relation thereto, we agree to pay to the Lessor, in addition to such other relief as may be granted, a reasonable sum as and for attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

This agreement has been executed in and shall be governed by the laws of the State of Alabama. Any litigation pertaining to this agreement shall be commenced in Jefferson County, Alabama.

Lessee:  
With A valid Driver's License \_\_\_\_\_ By: \_\_\_\_\_ It's: \_\_\_\_\_  
Dated: \_\_\_\_\_

Lessee:  
With A valid Driver's License \_\_\_\_\_ By: \_\_\_\_\_  
Dated: \_\_\_\_\_