

RESOLUTION NO. 12-391

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute the attached Short Term Lease For In Line Space with Garrison Decatur Owner LLC on behalf of the City at no rental cost to the City, which extends the use of mall property for police department usage.

ADOPTED this 19th day of November, 2012.

DECATUR MALL

DECATUR, AL 35601

Mail and 'Phone Building
(Cross Leaseable Area)

BELK	89,348 SF
AVAILABLE	80,866 SF
SEARS	67,975 SF
JC'S STAR OUTLET	50,731 SF
CARMIKE CINEMA	47,000 SF
TOTAL	335,920 SF
SMALL SHOP	188,789 SF
REGAL CINEMA	21,568 SF
OUTPARCEL	25,600 SF
TOTAL GLA	581,698 SF

LEASE PLAN

LEASING & MANAGEMENT AGENTS:

URBAN



RETAIL PROPERTIES, LLC.
111 East Wacker Drive
Suite 2400
Chicago, IL 60601
312.915.2900

FEB. 2012

- Electric
- Electric & Phone
- No Electric or Phone
- Restroom Vending
- Common Area
- Service Corridor

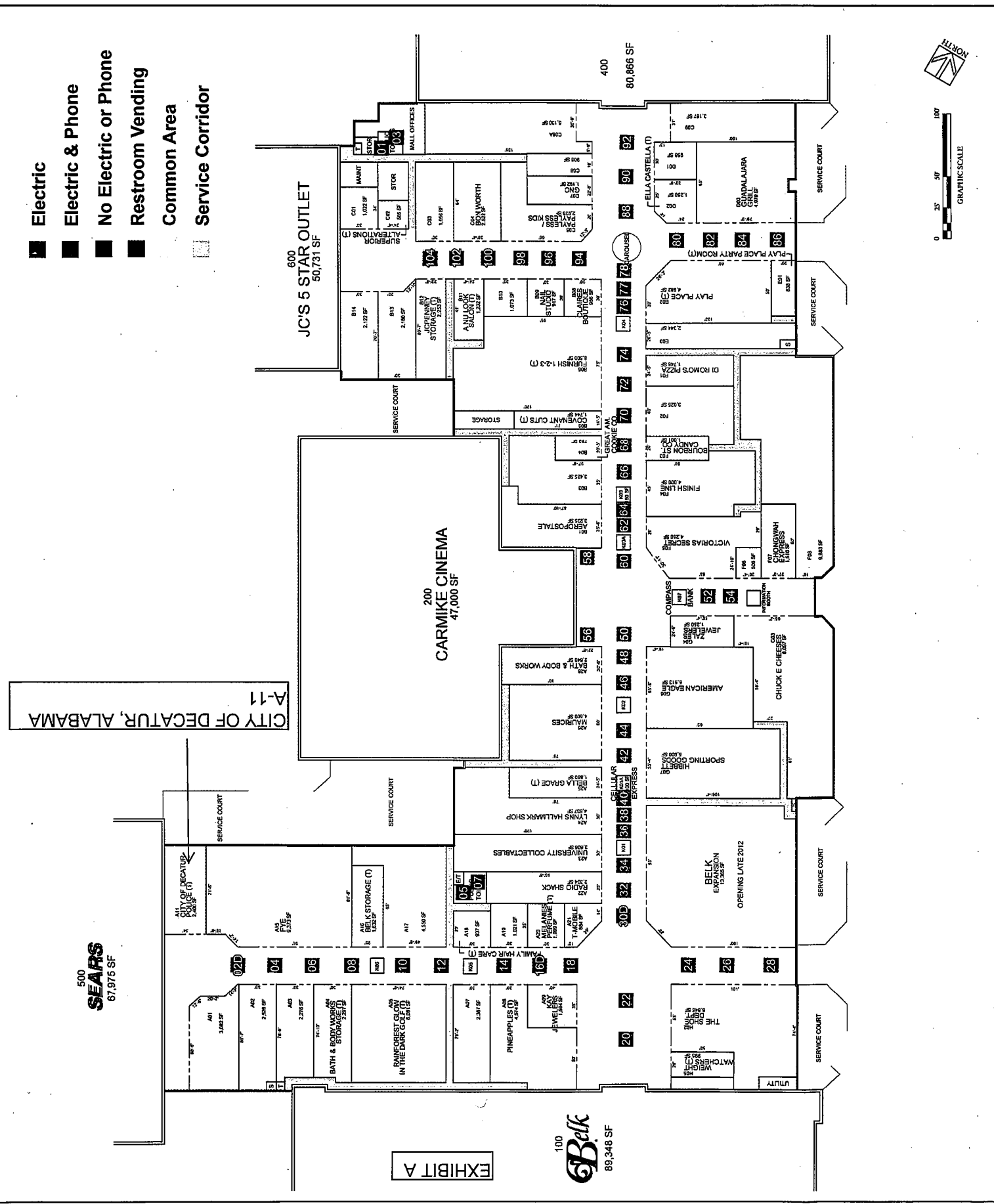
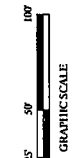


EXHIBIT A

CITY OF DECATUR, ALABAMA
A-11

DECATUR MALL
Exhibit B

RULES AND REGULATIONS

Licensor agrees that the rules and regulations established herein, which may be modified and/or extended in the future by Licensor in its discretion, shall be applicable to all similarly-situated licensees in the Mall. Licensee covenants and agrees that Licensee will comply with reasonable rules and regulations set by Licensor from time to time for the operation of the Mall, including the following:

(a) Licensee shall not affix or maintain upon the glass panes and supports of the show windows (and within thirty-six [36] inches of any window), doors and the exterior wall of the License Area, any signs, banners, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items, and Licensor shall have the right, without giving prior notice to Licensee and without any liability for damage to the License Area, to remove any signs, advertising placards, name, insignia, trademarks, descriptive material or any other such like item or items, except such as shall have first received written approval of Licensor as to size, type, color, location, copy, nature and display qualities. Anything to the contrary herein notwithstanding, Licensee shall not affix any sign to the roof or exterior of the License Area without Licensor's prior written consent.

(b) No awning or other projections shall be attached to the walls of the License Area or the building of which they form a part without, in each instance, the prior written consent of Licensor.

(c) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purpose by Licensor.

Licensee shall advise and use its best efforts to cause its vendors to deliver all merchandise before noon on Mondays through Fridays and not at any other times. All deliveries are to be made to designated service or receiving areas and Licensee shall request delivery trucks to approach their service or receiving areas by designated service routes and drives.

No parking or storing of tractor trailers will be permitted in the Mall or the project of which it is a part without Licensor's permission. Tractor trailers which must be unhooked or parked must use steel plates under dolly wheels to prevent damage to the asphalt paving surface. In addition, wheel blocking must be available for use. Tractor trailers are to be removed from the loading areas after unloading. No parking or storing of such trailers will be permitted in the project of which the Mall is a part.

Except for small parcel packages, no deliveries shall be permitted through the Mall unless the License Area does not have a rear service door. In such event, prior arrangements must be made with the Resident Mall Manager for delivery at such License Area. Merchandise being received shall immediately be moved into the License Area and not be left in the service or receiving areas.

(d) All garbage and refuse shall be kept in the kind of container specified by Licensor, and shall be disposed of in the manner and at the times and places specified by Licensor. Licensee is responsible for storage and removal of its trash, refuse and garbage. Licensee shall not dispose of the following items in sinks or commodes: plastic products (plastic bags, straws, boxes); sanitary napkins; tea bags; cooking fats, cooking oils; any meat scraps or cutting residue; petroleum products (gasoline, naphtha, kerosene, lubricating oils); paint products (thinner, brushes); or any other items which the same

are not designed to receive. All licensee and/or tenant store floor area, including vestibules, entrances and returns, doors, fixtures, windows and plate glass, shall be maintained in a safe, neat and clean condition.

(e) No radio or television aerial shall be erected on the roof or walls of the License Area without the prior written consent of Licensor. Any aerial so installed shall be subject to removal without notice at any time and any damage to the walls or roof caused by such removal shall be the responsibility of Licensee.

(f) Licensee shall not permit or suffer the use of any advertising medium which can be heard or experienced outside of the License Area, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers or other sound devices, phonographs, radios or television. No radio, television, or other communication antenna equipment or device is to be mounted, attached, or secured to any part of the roof, exterior surface, or anywhere outside the License Area, unless Licensor has previously given its written consent.

(g) No auction, fire, bankruptcy, going out of business or liquidation sales shall be conducted on or about the License Area without the prior written consent of Licensor.

Licensee shall not permit or suffer merchandise of any kind at any time to be placed, exhibited or displayed outside its License Area, nor shall Licensee use the exterior sidewalks or exterior walkways of the License Area to display, store or place any merchandise. No sale of merchandise by tent sale, truckload sale, or the like shall be permitted on the parking lot or other common areas.

(h) Licensee shall keep Licensee's display windows illuminated and the signs and exterior lights lighted each and every day of the term hereof during the hours designated by Licensor. Licensee shall promptly repair any malfunctions in sign lighting; or at Licensor's request, Licensee shall turn sign lighting off until such malfunction is corrected.

(i) The outside areas immediately adjoining the License Area shall be kept clear at all times by Licensee and Licensee shall not place nor permit any obstructions, garbage, refuse, merchandise or displays in such area.

(j) Nothing is to be attached or placed on the roof or walls of the License Area, and Licensee's access to the roof is to be limited to inspection for damages only. Absolutely no roof penetrations shall be made by Licensee.

(k) Licensor may from time to time designate specific areas in which vehicles owned or operated by Licensee or Licensee's employees must be parked and may prohibit the parking of any such vehicles in any other part of the common areas. Licensor will formally notify Licensee, at Licensee's Mall address, of such parking designation. Upon receipt and acknowledgement of said notice, Licensee shall notify each of its employees of the provisions of this paragraph prior to commencing employment connected in the License Area. Licensee shall furnish Licensor a list of license numbers of the motor vehicles operated by Licensee and Licensee's employees within five (5) days after required by Licensor, and Licensee shall thereafter notify Licensor of any and all changes to such list within five (5) days after each change occurs. Licensor may cause to be towed away, at Licensee expense, any violating vehicles, and Licensee waives any liability of the Licensor to Licensee resulting therefrom; or Licensor may, for any such violating vehicles, charge Licensee, as additional rental, a daily rate equal to Ten Dollars (\$10.00) for each violating vehicle per day or part thereof. All amounts due under the provisions of this paragraph shall be paid by Licensee upon demand.

(l) Licensee shall use, at Licensee's expense, such pest extermination contractor as Licensor may direct and at such intervals as Licensor may require, providing the cost thereof is competitive to any similar service available to Licensee.

(m) Licensee, its employees and/or agents, shall not solicit business in the parking or other common areas, nor shall Licensee, its employees and/or its agents, distribute any handbills or other advertising matter in or on automobiles parked in the parking or other common areas.

Licensee shall not permit or suffer any advertising medium to be placed on enclosed Mall walls, on Licensee's Mall or exterior windows, on standards in the enclosed Mall, on the sidewalks or on the parking lot areas, or outside walls or roof, or light poles. No permission, expressed or implied, is granted to exhibit or display any banner, pennant, sign, and trade or seasonal decoration of any size, style or material within the Mall or the project of which it is a part, or outside the License Area.

(n) In the event Licensor installs a central music system in the Mall, and Licensee desires to purchase an outside music system, then in that event, Licensee shall purchase such system from Licensor, provided Licensor's charge therefor is competitive to any similar service available to Licensee.

(o) Licensee shall not carry on any trade or occupation or operate any instrument, apparatus or equipment which emits an odor or causes a noise discernible outside of the License Area or which may be deemed offensive in nature.

(p) Licensee shall not place or maintain any temporary fixtures for the display of merchandise, other than those approved by Licensor within one (1) feet of any entrance to the License Area, and Licensor shall have the right, without giving prior notice to Licensee and without any liability for damage to the License Area or Licensee's merchandise, to remove any of the same from the License Area, except such as shall have first received the written approval of Licensor as to size, color, location, nature and display qualities.

(q) Licensee shall not permit or suffer any portion of the License Area to be used for lodging purposes.

(r) Licensee shall not, in or on any part of the (inside or outside) common areas:

Vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever;

Exhibit any sign, placard, banner, notice or other written material;

Distribute any circular, booklet, handbills, placard or other material;

Solicit membership in any organization, group or association or contribution for any purpose;

Create a nuisance;

Use any common area (including inside and outside the enclosed mall) for any purpose when none of the other retail establishments within the Mall is open for business or employment;

Throw, discard, or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind; or

Deface, damage or demolish any sign, light standard or fixture, landscaping materials or other improvement within the Mall or the project of which it is a part, or the property of customers, business invitees or employees situated within the Mall or the project of which it is a part.

Licensors shall for the enforcement of the covenants, conditions, and agreements now or hereafter made and revised, at Licensor's will, a part of this list, to be referred to as "Rules and Regulations," have all remedies in this Agreement provided for breach of the provisions hereof.

SHORT TERM LEASE FOR IN-LINE SPACE

THIS LEASE made as of this day, _____ between LANDLORD, whose full name and address is set forth below, and TENANT, whose full name and address is set forth below.

In consideration of the mutual covenants and conditions herein contained the parties hereby agree as follows:

1. **Basic Terms.** The following terms shall have the following meanings throughout this Agreement:
 - A. **CENTER:** Name: Decatur Mall
Address: 1801 Beltline Road SW, Decatur, AL 35601
 - B. **LANDLORD:** Garrison Decatur Owner LLC
Landlord's Notice Address: 1801 Beltline Road SW, Decatur, AL 35601
RENT PAYMENTS: Make Rent checks payable to: Garrison Decatur Owner LLC (FEIN # 27-3212847)
Mail rent checks to: 1801 Beltline Road SW, Decatur, AL 35601
 - C. **TENANT:** City of Decatur, Alabama
TENANT'S ADDRESS: 402 Lee Street, Decatur, AL 35601
Tenant Contact: Wally Terry Phone Number: 256-351-7599
Tenant's e-mail: wterry@decatur-al.gov Tenant's Federal Tax ID Number: 63-6001239
 - D. **TENANT'S TRADE NAME:** CITY OF DECATUR-POLICE SUBSTATION
 - E. **PREMISES:** The space at the Center known as Space Number A11 containing approximately 2400 square feet and designated on Exhibit A hereto. This Agreement is for an In-Line space.
 - F. **TERM:** The period commencing on the date (the "Commencement Date") that is the earlier of (i) November 1, 2012 (the "Required Opening Date"), or the (ii) date Tenant opens for business at the Premises, and expiring on October 31, 2013 (the "Expiration Date").
 - G. **PERMITTED USE:** For the sole purpose of community relations and a recruiting center for the Decatur City Police Department. and for no other use whatsoever.
 - H. **BASE RENT:** \$0.00 for the Term. The Base Rent shall be payable on or before the first day of each month as follows:
\$0.00 per month - 11/01/2012 through 10/31/2013
 - I. **PERCENTAGE RENT:** N/A
 - J. **ADDITIONAL CHARGES:** N/A
 - K. **SECURITY DEPOSIT:** WAIVED
 - L. **MERCHANDISING:** Tenant will be required to submit drawings of proposed space display, which must be approved by Landlord. Tenant may be required to utilize the services of a visual merchandiser at tenant's cost.
 - M. **ADDITIONAL INSURED:** Garrison Decatur Owner, LLC, Garrison Investment Group LP, Urban Retail Properties LLC and its respective members, Urban Retail Properties CO of Illinois

2. **Premises and Term.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises with the right (if this is for a kiosk or RMU) to operate thereat a kiosk or RMU (as the case may be), for the Term, subject to the terms and conditions of this Lease. Tenant shall not open its business at the Premises prior to the Required Opening Date without Landlord's advance written consent.

3. **Use/Trade Name.** Tenant shall use the Premises only for the Permitted Use set forth in Paragraph 1G above and for no other uses. Tenant shall operate its business at the Premises under the trade name set forth in Paragraph 1D above.

4. **Rent and Charges.** Tenant shall pay Landlord the Base Rent and the other charges set forth in Article 1 above in the manner provided therein, together with any rent tax thereon and on any other rents and charges due under this Lease. (Unless set forth above, Landlord shall later notify Tenant of the amount of any rent tax.) Tenant shall pay all rents and charges to Landlord by check payable as set forth in Paragraph 1B above, or to such other entity as Landlord may designate from time to time, and shall mail the check to the address set forth in Paragraph 1B, or at such other address as Landlord may designate to Tenant from time to time. All payments of Base Rent, and all other charges and rents due Landlord hereunder (all such rents and other charges hereinafter sometimes referred to collectively as "Rent"), shall be made without set-off or counterclaim. Payments of all Rent for partial months shall be prorated accordingly. With respect to any charges under this Lease payable monthly, Tenant shall pay the charge on or before the first day of each month provided that charges for the first month shall be paid upon execution of this Lease. With respect to any of such charges that are for the Term, Tenant shall pay the full amount upon execution of this Lease. Notwithstanding anything contained herein to the contrary, Landlord may in its discretion allocate portions of the Base Rent and/or Percentage Rent to any advertising charges in effect at the Center, in addition to any such charges already provided for in this Lease.

5. **Percentage Rent.**

(a) "Gross Sales" shall mean the total amount of the actual sales price, whether for cash or credit, of all sales of goods and services made at the Premises, without any exclusions, and including without limitation, all orders, including internet orders, received, placed or filled at the Premises provided, however, that sales tax received shall be excluded. Tenant shall record all sales in accordance with generally accepted accounting practices.

(b) Tenant shall pay Percentage Rent as follows: a. IF TENANT PAYS PERCENTAGE RENT BASED UPON A PERCENTAGE RENT BREAKPOINT FOR THE TERM, Tenant shall pay Landlord the Percentage Rent Rate of all Tenant's Gross Sales during the Term which are in excess of the Percentage Rent Breakpoint. Tenant shall pay Percentage Rent beginning with the first month of the Term in which the aggregate amount of Gross Sales exceeds the Percentage Rent Breakpoint, and Tenant shall pay Percentage Rent for each month thereafter during the Term. Within two (2) days after the end of each calendar week (i.e., the seven day period ending on Sunday) during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week, and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. Tenant shall, within 15 days after the end of the Term, furnish Landlord a statement certified by Tenant of Tenant's Gross Sales for the Term, together with the amount of any additional Percentage Rent due. b. IF TENANT PAYS PERCENTAGE RENT BASED UPON A MONTHLY PERCENTAGE RENT BREAKPOINT, Tenant shall pay Landlord the Percentage Rent Rate of all Tenants' Gross Sales during each month of the Term which are in excess of the Percentage Rent Breakpoint. Within two (2) days after the end of each calendar week during the Term, Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for said week and within fifteen (15) days after the end of each month of the Term Tenant shall deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the month, together with the amount of any Percentage Rent due for the month. c. IF TENANT PAYS ONLY

PERCENTAGE RENT UNDER THIS AGREEMENT AND DOES NOT PAY BASE RENT (such that there is no Percentage Rent Breakpoint). Tenant shall pay Landlord for each week or partial week the Percentage Rent Rate of all Gross Sales in said week. ~~Tenant shall within two (2) days after the end of each calendar week deliver to Landlord a statement certified by Tenant of Tenant's Gross Sales for the week, together with the amount of the Percentage Rent due for the week. Also, Tenant shall, within fifteen (15) days after the end of the Term, furnish a certified statement of Gross Sales for the Term, together with any additional Percentage Rent due.~~

(c) Tenant shall retain all Gross Sales records for each year for at least three (3) years following the end of the year. Tenant shall make all Gross Sales records, as well as copies of all sales tax reports, available to Landlord upon demand, and shall answer questions Landlord may have regarding such records. If any review of Tenant's Gross Sales records by Landlord shows an underpayment of Percentage Rent due Landlord, Tenant shall pay the amount of the deficiency upon demand by Landlord, together with interest from the date the deficient amount was originally due at the Default Interest Rate.

6. **Interest and Late Charge.** If Tenant shall fail to make any payment of Rent to Landlord when due, interest on said late payment shall accrue at the rate ("Default Interest Rate") of one and one-half percent (1-1/2%) per month, or the highest rate permitted by applicable law, whichever is less, from the date said payment was due, and said interest shall become due and payable on the first day of the month following the month in which said payment was due. In addition to any interest charges due on account thereof, if Tenant shall fail to make any payment of Rent or any other charge to Landlord when due, Tenant shall pay Landlord a late charge of four percent (4%) of the overdue amount, but not less than Fifty Dollars (\$50.00), which late charge shall become immediately due and payable. The aforesaid interest and late charges shall not limit Landlord's other rights and remedies provided for herein on account of Tenant's failure to make payment when due.

7. **Opening for Business.** Tenant shall complete all of Tenant's required work, and shall open for business at the Premises, properly stocked and adequately staffed, by the Required Opening Date.

8. **Work at Premises.**

(a) Tenant takes the Premises in an "as is" condition. a. IF THIS AGREEMENT IS FOR A KIOSK, and if a kiosk structure currently exists at the Premises, Tenant shall take said kiosk in an "as is" condition, except that Tenant shall be required to renovate, upgrade and redecorate the kiosk as may be reasonably necessary in order that the kiosk be in first-class condition. If a kiosk structure does not currently exist at the Premises, Tenant at its sole cost and expense shall construct a kiosk at the Premises in accordance with such criteria as Landlord may furnish Tenant. Tenant shall not commence construction of the kiosk until Landlord has consented in writing to Tenant's plans and specifications for the kiosk. Tenant shall perform the construction work for the kiosk only at such times as are approved in advance by Landlord. b. IF THIS AGREEMENT IS FOR AN RMU, unless Landlord furnishes the RMU, Tenant shall at its cost provide an RMU. The design and appearance of Tenant's RMU shall be subject to Landlord's advance written consent. c. IF THIS AGREEMENT IS FOR AN IN-LINE SPACE, Tenant shall perform any work to the Premises necessary to make the Premises suitable for Tenant's operations. All such work shall be subject to Landlord's advance written approval.

(b) Tenant shall not make any alterations to the kiosk or RMU or the in-line space (as the case may be) without Landlord's advance written consent. Tenant shall pay all taxes based on any property of Tenant, real or personal, which shall at any time be in the Premises or any other part of the Center, including Tenant's installations, additions, improvements, fixtures and personal property. Tenant shall not suffer any mechanic's lien to be filed against the Premises or any other part of the Center by reason of any work, labor, services, or materials performed at or furnished to the Premises for Tenant or anyone holding the Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

9. **Utilities.** ~~Tenant shall be responsible for obtaining electrical service at the Premises and shall pay all bills therefor when due provided, however, if Landlord shall elect to furnish electricity to Tenant, Landlord shall make available to Tenant at the Premises electrical current for use in Tenant's business and Tenant shall pay for said electrical service as billed by Landlord, or as set forth in Paragraph 11 if set forth therein. Landlord shall not be required to provide telephone or any other utilities to the Premises.~~

10. **Maintenance and Use of Premises.** Tenant shall at all times observe the following rules and regulations with respect to the Premises: (a) Tenant shall maintain the Premises and the area around it in a clean, sanitary, attractive and safe condition and in good repair; (b) Tenant shall not perform any act or carry on any practice which constitutes a nuisance to persons at the Premises or the Center or which Landlord shall otherwise determine to be offensive or dangerous; (c) Tenant shall store all trash and garbage at the locations designated by Landlord and shall not burn any trash or garbage in or about the Premises or anywhere else in the Center; (d) Tenant shall at all times comply with all laws, rules and regulations pertaining to the Premises or the conduct of Tenant's business thereat promulgated by any governmental agency having jurisdiction with respect thereto (including, without limitation, the Americans with Disabilities Act); (e) Tenant shall not permit loudspeakers, televisions, phonographs, radios, flashing lights or other devices to be used in a manner so as to be heard or seen outside of the Premises; (f) Tenant shall perform all loading and unloading of goods only at such times and in such areas as is designated by Landlord for such purpose; (g) Tenant shall not distribute any handbills or other advertising material in the Center; (h) Tenant and its employees shall park their cars only in such portions of the parking lots serving the Center as Landlord shall designate to Tenant; (i) Tenant shall not permit food or beverage to be consumed at the Premises; and (j) **Tenant shall be responsible at Tenant's cost with maintaining the HVAC equipment which exclusively serves the Premises, including HVAC units, in good working order during the Term, which maintenance shall include preventative maintenance at least once every six (6) months on said equipment by qualified contractors approved and designated by Landlord and** k) Tenant shall not use, bring upon, or generate at the Premises any substance which is now or hereafter deemed hazardous or toxic by any governing or regulatory body having jurisdiction. Tenant shall comply with such other reasonable rules and regulations as Landlord may from time to time adopt with respect to the Center.

11. **Signs; Merchandising.** Tenant shall not inscribe, paint or affix any sign, advertisement, display or notice on any part of the Premises, the kiosk or RMU or the Center, except as Landlord may approve in advance in writing. Landlord may require Tenant to install a sign pursuant to Landlord's criteria. Further, Tenant shall comply with Landlord's criteria with respect to merchandising of the Premises, including, without limitation, for an in-line space, the display in the store and the storefront window and, for an RMU and kiosk, the arrangement and design of merchandise and displays within and on the counters of the RMU or kiosk, and Tenant shall obtain Landlord's advance written consent to all aspects of the merchandising of the Premises. Where Landlord has designated a consultant, Tenant understands that Tenant must use and pay the consultant for all aspects of the consulting process including, without limitation, initial consultation, preparation of plans to send to Landlord, and merchandising/final set-up. The signage and merchandising for the Premises shown on Exhibit B is approved by Landlord. (If no Exhibit B is attached, then no signage or merchandising has heretofore been approved by Landlord.) Any change by Tenant to any signage and merchandising previously approved by Landlord shall require Landlord's advance written consent. Landlord may require Tenant to make changes to the merchandising of the Premises from time to time. Tenant shall, with the delivery to Landlord of signed leases, pay Landlord the Merchandising/Sign Fee set forth in Paragraph 1L.

12. **Hours of Operation.** Tenant shall be open for business at the Premises during the entire Term at such hours and on such days and evenings of the week as may be determined by Landlord to be in the interests of the Center as a whole. For any day Tenant shall fail to be open the full hours required by Landlord, Tenant shall pay Landlord a fee of \$50.00, without limitation to any other rights and remedies of Landlord. Tenant shall at all times maintain a fully stocked supply of inventory, and shall otherwise diligently operate its business at the Premises during the Term.

13. **Access to Premises.** Landlord reserves the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, or the use thereof by Tenant, or for making emergency repairs. The exercise by Landlord of any of its rights herein shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

14. **Insurance.** Tenant shall maintain in full force and effect during the Term, and any time prior to the beginning of the Term it does any work at the Premises, commercial general liability insurance with respect to personal injury or death or property damage or destruction occurring at the Premises or arising out of Tenant's use of the Premises or otherwise arising out of any act or occurrence at the Premises. Said insurance shall be in an amount of at least Two Million Dollars (\$2,000,000) combined single limit for an in-line space, One Million Dollars (\$1,000,000) combined single-limit for kiosks or RMU, and shall include workers compensation insurance as required by statute and employer's liability insurance in an amount of at least \$500,000 per occurrence. Tenant shall also maintain insurance insuring the kiosk or RMU (as the case may be) and Tenant's inventory, fixtures and other personal property at the Premises covering damage by fire or other casualty to such property. Said insurance shall be in amounts not less than the full replacement cost of such property. If any contractor of Tenant performs any work at the Premises, said contractor shall also obtain the foregoing insurance. All the policies for the foregoing insurance shall name Landlord, and such other parties as Landlord may designate, as additional insured (including all parties referenced in Paragraph 1M above). Prior to the Commencement Date and at such times as the policies are to expire, Tenant shall furnish Landlord with certificates of insurance evidencing that such insurance is in effect or has been renewed, as the case may be. Tenant hereby waives all subrogation rights of its insurance carriers in favor of Landlord, its partners, officers, employees, and agents, and shall obtain from its insurer a waiver of subrogation in favor of Landlord and such other parties as Landlord designates as additional insured with respect to all such insurance.

15. **Waiver of Claims and Indemnity.** To the extent not prohibited by law, Tenant shall indemnify, defend and save harmless Landlord from and against any and all liability, claims, damages, costs and expense, including without limitation, attorneys' fees, resulting from or in connection with Tenant's use or occupancy of the Premises and Tenant waives all claims against Landlord for injury to persons, damage to property or to any other interests of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises or the Center including, without limitation, any interruption in any utility service or any alleged failure to provide adequate security services. It is understood that all persons and property brought, invited or permitted upon the Premises by Tenant in connection herewith shall be at the sole risk of Tenant, and Tenant shall save Landlord harmless from any and all liability arising from or in connection therewith. For purposes of this paragraph, the term "Landlord" shall mean and include Landlord and its and their partners, officers, directors, employees, agents, tenants and customers at the Center.

16. **Assignment.** Tenant shall not sell, assign, mortgage, pledge or in any manner transfer this Agreement or any interest herein, nor sublet or license all or any part of the Premises, by operation of law or otherwise. Landlord may assign this Lease.

17. **Substitute Space; Termination; Damage.** At any time hereafter, including prior to the Commencement Date, Landlord may substitute for the space designated herein as the Premises (the "current space") other space at the Center (hereinafter referred to as the "new space") and Tenant shall pay the expenses for moving from the current space to the new space. Also, Landlord may terminate the Term at any time (including prior to the Commencement Date) upon two (2) days' notice. If the Premises are damaged by fire, explosion, or other casualty or occurrence Landlord may by notice to Tenant elect to repair the Premises (in which event Tenant shall promptly reopen for business after completion) or terminate the Term. In the event of termination by Landlord pursuant hereto, Tenant shall be entitled to a pro rata refund of any advanced rental payments made by Tenant.

18. **Default.** If (i) Tenant shall fail to pay when due any installment of Rent due hereunder, or (ii) if Tenant shall fail to perform or comply with any other term, condition or covenant on the part of Tenant to be observed herein, then, in any such event, Tenant shall be in breach hereunder and Landlord, at its option, any time thereafter, may terminate this Lease by notice to Tenant and, upon service of said notice, this Lease and the Term hereunder shall be terminated and Tenant shall immediately vacate the Premises in accordance with the provisions of this Lease. If Tenant shall fail to vacate the Premises at the expiration of the Term, whether after Tenant's breach or otherwise, Landlord may re-enter the Premises and remove Tenant and all persons, fixtures and property occupying the Premises and Landlord shall not be liable for any damages resulting therefrom. Upon a breach by Tenant hereunder Landlord shall also have all other rights available to it at law or equity. If Landlord shall terminate this Lease after breach by Tenant, without limitation to any other right or remedy of Landlord, Tenant shall be liable to Landlord, as liquidated damages and not as a penalty, for a sum of money equal to the value of all Rent due hereunder for the remainder of the Term less the fair market value of the Premises for the remainder of the Term, taking into account, without limitation, the period of time it would reasonably take Landlord to find a replacement tenant satisfactory to Landlord, in Landlord's sole discretion, for the Premises. Tenant shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord and its agents in successfully enforcing the covenants and agreements of this Lease. If Tenant shall fail to comply with and perform any of Tenant's obligations herein contained, Landlord shall have the right, but not the obligation, to perform any such obligations, and Tenant shall pay to Landlord on demand, as additional rent, a sum equal to the amount expended by Landlord in the performance of such obligations.

19. **Surrender of Premises.** Upon the expiration of the Term Tenant shall surrender the Premises to Landlord in the same or better condition as the Premises were in upon delivery to Tenant, reasonable wear and tear excepted, and in a neat, clean and orderly condition and in good repair. Tenant shall remove any and all merchandise and other personal property of Tenant from the Premises at the expiration of the Term. If this Lease is for a kiosk or RMU, Tenant may remove the kiosk or RMU only if Tenant itself had installed the same. If Tenant does not remove its property as herein provided such property shall be deemed abandoned by Tenant and Landlord may dispose of same as it sees fit. Tenant shall not remove from the Premises any property that is not personal property, and in no event shall Tenant remove any property that was in the Premises at the time possession was delivered to Tenant, such as existing slat wall, track lights and cases. If Tenant shall fail to surrender the Premises upon the expiration of the Term, Tenant shall pay Landlord, as liquidated damages and not as a penalty, a sum equal to twice the Rent provided for in this Lease, prorated on a per diem basis, provided in no event shall Tenant be liable for less than fifty dollars (\$50.00) per day, for all the time Tenant shall so retain possession of the Premises beyond the expiration of the Term plus any additional payments provided for in this Agreement.

20. **Landlord Cure Right.** If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to force majeure circumstances. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such remedies as may be available to Tenant (subject to the other provisions of this Lease), provided Tenant shall in no event have the right of self-help to perform repairs or any other obligation of Landlord and, further, Tenant shall have no right to withhold, set-off, or abate Rent, or to terminate the Lease on account of an alleged default by Landlord.

21. **Limitation of Landlord's Liability.** Any liability of Landlord for the purposes hereof (including without limitation Landlord's partners, directors, officers, affiliates, agents and employees) to Tenant shall be limited to the interest of Landlord in the Center and Tenant agrees to look solely to such interest for the recovery of any judgment, it being intended that Landlord shall not be personally liable for any deficiency or judgment.

22. **Security Deposit.** Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Paragraph 1K above to secure Tenant's performance of each and every covenant and agreement to be performed by Tenant hereunder. Landlord shall have the right, at its option, to apply all or part of the Security Deposit toward the payment of the amounts required to remedy any default of Tenant in the payment of Rent or in the performance of any other covenant or agreement contained herein, provided, however, the existence of the Security Deposit shall not affect the rights of the Landlord in the event of any such nonpayment or failure to perform, nor shall the same in any way limit Tenant's responsibility therefore, and shall not preclude or extinguish any other right or remedy to which Landlord may be entitled. If Landlord applies all or part of the Security Deposit, Tenant shall, upon notice from Landlord, pay to Landlord an amount sufficient to restore the Security Deposit to the original full amount. Upon termination of this Lease, Landlord shall reimburse Tenant for the amount of any unused portion of the Security Deposit and in no event shall any interest be due and owing thereon.

23. **Brokerage Fees.** Tenant shall pay and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or charges claimed by any realtor, broker or agent with respect to this Agreement and the negotiation thereof, other than a broker with whom Landlord has signed a written agreement relating to this Lease.

24. **Waiver of Jury Trial.** IN THE INTEREST OF OBTAINING A SPEEDIER AND LESS COSTLY HEARING OF ANY DISPUTE, EACH OF LANDLORD AND TENANT HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER AND ANY RIGHTS TO A TRIAL BY JURY UNDER ANY STATUTE, RULE OF LAW OR PUBLIC POLICY IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THIS LEASE, THE PREMISES OR THE CENTER. Although such jury waiver is intended to be self-operative and irrevocable, Landlord and Tenant each further agree, if requested, to confirm such waivers in writing at the time of commencement of any such action, proceeding or counterclaim.

25. **Notices.** Notices and demands required or permitted to be given hereunder shall be in writing given by personal delivery or overnight delivery or be sent by certified mail, return receipt requested, addressed, if to Landlord, at the Landlord notice address set forth in Paragraph 1B above, or such other address as Landlord may designate by notice to Tenant from time to time, and, if to Tenant, at the address for Tenant set forth in Paragraph 1C above. Notices and demands shall be deemed to have been given when mailed or sent by overnight delivery or, if made by personal delivery, then upon such delivery.

26. **Miscellaneous.** Landlord reserves the right at any time to install additional kiosks and RMU at the Center; change the location or character of or make alterations in or additions to the common areas or other parts of the Center and otherwise alter, repair or reconstruct or change the common areas or other parts of the Center. The failure of Landlord to insist upon performance by Tenant of any of the terms, conditions and covenants hereof shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. All obligations (including indemnity obligations) herein shall survive the expiration of this Lease. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. This Lease shall be construed in accordance with the laws of the state in which the Center is located. The submission of this Lease for examination or execution does not constitute an offer or a reservation or an option for the Premises, and this Lease shall become effective only upon execution by Landlord and delivery thereof to Tenant. This Lease contains all of the agreements between the parties hereto or their successors in interest. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties, and their respective successors and assigns. Neither party shall record this Lease.

Space intentionally left blank. Signature page to follow.

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

TENANT:

City of Decatur, Alabama

By: _____

Name Printed: _____

Title: _____

Attachment (s): Exhibit A—Lease Plan
Exhibit B—Rules and Regulations

LANDLORD:

Garrison Decatur Owner LLC

By: Urban Retail Properties, LLC, its Agent,
a Delaware limited liability company

By: _____

Karen A. Larson

Its: Assistant Vice President, Specialty Leasing