

AMENDMENT NO. 1 TO  
SHOPPING CENTER LEASE

21-0022-006-001

Village Mart

RECEIVED SEP 3 7 2005 LEASE AMENDMENT  
Date: 9/ /88

THIS AMENDMENT NO. 1 to Shopping Center Lease is entered into this 21<sup>st</sup> day of SEPTEMBER, 1988 by and between American Way Village Partnership ("Landlord") and Mahmod S. Ibrahim, Individually ("Tenant");

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Shopping Center Lease ("Lease") dated February 3, 1988 pertaining to Premises at 4055 American Way, Suite 6, Memphis, Tennessee 38118 as more particularly described in said Lease, and

WHEREAS, Landlord and Tenant desire to incorporate this Amendment No. 1 into said Lease as hereinafter set forth:

NOW, THEREFORE, in consideration of the Premises and other good and valuable consideration, it is agreed as follows:

I.

Tenant's square footage shall be increased from 4,000 square feet to 8,625 square feet. The dimensions of the lease space shall be 115' of frontage by 75' of depth.

II.

Tenant shall pay Landlord as rent for the Premises an annual base rent of Eighty Four Thousand Three Hundred Fifty Six & 28/100 Dollars (\$84,356.28) payable in monthly installments of Seven Thousand Twenty Nine & 69/100 Dollars (\$7,029.69). This rental rate shall be effective on the commencement date of the increased space.

Tenant's triple net charges shall be payable as follows:

Taxes - \$.70/SF (\$6,037.56/year - \$503.13/month)

CAM - \$.50/SF (\$4,312.56/year - \$359.38/month)

Insurance - \$.15/SF (\$1,293.72/year - \$107.81/month)

Tenant's current rent and triple net charges in the amount of \$4,616.67 shall be due and payable until the commencement date of the increased space.

III.

Landlord shall "turnkey" Tenant's lease space as per Tenant's plans and specifications.

IV.

The commencement date for the increased space shall be November 1, 1988 provided Landlord has completed finishout of the space by September 23, 1988. If Landlord has not completed finishout by September 23, 1988, Tenant's commencement date shall be forty-five (45) days after the date Landlord's portion of the construction has been completed. The expiration date of this lease shall remain March 31, 1991.

V.

Tenant's security deposit shall be increased from \$4,166.67 to \$7,029.69. The increased amount (\$2,863.02) shall be due and payable upon execution of this Amendment.

IV.

The rental escalation rate for the primary lease term and any renewals thereof shall be adjusted from One Hundred and Five percent (105%) on Exhibit "D" and Exhibit "D-1" to One Hundred and Three percent (103%).