

21-0022-006-001  
Village Mart

**FOURTH AMENDMENT TO LEASE AGI**

LEASE AMENDMENT  
Date: 2/4/04

RECEIVED FEB 9 2004

The undersigned Topvalco, Inc. an Ohio corporation (hereinafter called Landlord) and Mahmod S. Ibrahim (hereinafter called Tenant), in consideration of One Dollar (\$1.00) and other considerations, hereby agree between themselves as follows:

A. That certain Lease from Landlord to Tenant dated February 11, 1991, together with amendments dated, March 20, 1996, August 7, 2001, and October 16, 2003 (the "Lease") for the rental of the following described property ("leased premises"):

4055 American Way Boulevard, Suite 556, and 4045 American Way Boulevard, Suite 14, Memphis, Tennessee, located in American Way Village Shopping Center, consisting of 10,835 square feet of leasable floor space

is hereby modified as follows:

1. Landlord and Tenant hereby confirm and ratify, except as modified below, all of the terms, conditions and covenants in the Lease Agreement.
2. Tenant warrants that Tenant has accepted and is now in possession of the Leased Premises and that the Lease is valid and presently in full force and effect.

**Expansion Space - 4045 American Way Boulevard, Suite 14:**

3. The Commencement Date of the Lease for the Expansion Space is hereby established as February 6, 2004 and the Expiration Date is December 31, 2013.
4. The monthly base rental for the Existing Space and Expansion Space shall be as follows:

	<u>Existing Space</u> <u>Base Monthly Rental</u>	<u>Expansion Space</u> <u>Base Monthly Rental</u>	<u>Total</u> <u>Base Monthly Rental</u>
10/1/03 - 12/31/03*	\$0.00*	\$0.00*	\$0.00*
1/1/04 - 1/31/04	\$6,109.38	\$0.00	\$6,109.38
2/01/04 - 2/29/04	\$6,109.38	\$1,295.52	\$7,404.90
3/1/04 - 12/31/05	\$6,109.38	\$1,565.42	\$7,674.80
1/1/06 - 12/31/07	\$6,253.13	\$1,602.25	\$7,855.38
1/1/08 - 12/31/09	\$6,396.88	\$1,639.08	\$8,035.96
1/1/10 - 12/31/11	\$6,540.63	\$1,675.92	\$8,216.55
1/1/12 - 12/31/13	\$6,684.38	\$1,712.75	\$8,397.13

\*Tenant shall remain responsible for monthly operating expenses, including, but not limited to real estate taxes, liability insurance and common area maintenance during the free rental period of 10/1/03 through 12/31/03 for the Existing Space.

5. **Expansion Space Operating Expenses:** Tenant shall be responsible for monthly operating expenses, including, but not limited to real estate taxes, liability insurance and common area maintenance beginning November 7, 2003. Tenant's pro rata share of operating expenses for 24 days in November 2003 is \$457.35. Beginning December 1, 2003, Tenant's initial total Operating Expenses for the Existing Space and Expansion Space shall be \$2,690.70 per month.

Except as modified herein, all other provisions of said Lease are hereby ratified.

Signed at Topvalco this 4th day of Feb., 2004.

LANDLORD

TENANT

Topvalco, Inc., an Ohio corporation

Mahmod S. Ibrahim

BY:

James E. Hodge  
James E. Hodge, President

BY:

Mahmod S. Ibrahim  
Mahmod S. Ibrahim

ACKNOWLEDGMENTS FOR LANDLORD AND TENANT

LANDLORD

STATE OF OHIO )
) ss.
COUNTY OF HAMILTON )

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared James E. Hodge with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) and who, upon oath, acknowledged himself to be the President of Topvalco, Inc. the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and Official Seal at office this 4th day of February 2004.

Betty Lane

Notary Public



My Commission Expires:
BETTY R. LANE
Notary Public State of Ohio
My Commission Expires
April 11, 2006

TENANT

STATE OF TENNESSEE )
) ss.
COUNTY OF SHELBY )

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Mahmud S. Ibrahim with whom I am personally acquainted (or proved to me on the basis of satisfactory evident) to be the person described herein and who, upon oath, executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 30th day of January, 2004.

Vivian E. Richey
Notary Public

