

LEASE AGREEMENT

between

CITY OF ROANOKE RAPIDS, NORTH CAROLINA

as Landlord,

and

[_____]

as Tenant

Date: _____, 2008

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LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Lease") is made as of the ____ day of _____, 2008 by and between **The City of Roanoke Rapids, North Carolina** a _____ ("Landlord") and _____, an Illinois limited liability company ("Tenant").

RECITALS:

A. Landlord is the owner certain real property containing approximately 8.8 acres located at _____, Roanoke Rapids, North Carolina and further described on Exhibit A attached hereto and incorporated herein by this reference (the "**Land**"), a building containing approximately _____ rentable square feet located thereon (the "**Building**"), and the appurtenances thereto (the Land, Building and appurtenances are hereinafter collectively referred to as the "**Premises**").

B. Landlord as Seller and Tenant as Purchaser have entered into that certain Purchase and Sale Agreement dated _____, 2008 respecting the Premises (the "**Purchase Agreement**") whereby Tenant will occupy the Premises and make periodic payments to Landlord, which payments, subject to the terms of the Purchase Agreement, will be applicable to the Purchase Price as defined in the Purchase Agreement.

C. Subject to and upon the terms, provisions and conditions hereinafter set forth, Landlord does hereby lease, demise and let to Tenant, and Tenant does hereby lease and take from Landlord, the Premises on the terms and conditions set forth in this Lease.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

ARTICLE 1

BASIC LEASE TERMS AND DEFINITIONS

Section 1.1 Basic Lease Terms.

The terms set out and defined in this Section, whenever used in this Lease with the first letter of each word capitalized, shall have only the meanings set forth in this Section, unless such meanings are expressly modified, limited or expanded elsewhere in this Lease.

1.1.1 "**Additional Rental**" shall mean all sums payable by Tenant pursuant to this Lease, except Basic Rental.

1.1.2 "**Affiliate**" is any individual, corporation, limited liability company, trust or other entity that directly or indirectly controls or is directly or indirectly controlled by or is under common control with a party to this Lease. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause

the direction of the management and policies of such corporation, limited liability company or other entity, whether through the ownership of voting securities or by contract or otherwise.

1.1.3 The **"Basic Rental"** for the Premises shall be paid monthly on the first day of each month as set forth in Section 3.1(a) of the Purchase Agreement.

1.1.4 **"Commencement Date"** shall mean [_____].

1.1.5 **"Event of Default"** shall have the meaning set forth in Section 15.1.

1.1.6 **"Force Majeure"** shall mean any event the occurrence of which prevents or delays the performance by Landlord or Tenant of any obligation imposed upon it hereunder (other than the payment of money) and the prevention or cessation of which event is beyond the reasonable control of the obligor.

1.1.7 **"GAAP"** shall mean Generally Accepted Accounting Principles.

1.1.8 **"Hazardous Substances"** shall have the meaning set forth in Section 20.17.

1.1.9 **"Improvements"** shall mean any and all buildings, structures and other improvements now or hereafter located in, on and at the Premises.

1.1.10 **"Lease Termination Date"** shall mean the date that this Lease is terminated pursuant to the express terms hereof.

1.1.11 **"Permitted Use"** shall mean use as a theater/entertainment venue, and uses ancillary thereto and any use permitted by any applicable law, regulation or ordinance (including zoning laws) provided that such use, if not specifically enumerated herein, is consented to by Landlord which consent will not be unreasonably withheld, conditional or delayed.

1.1.12 **"Premises"** shall have the meaning set forth in the Recitals.

1.1.13 **"Purchase Agreement"** shall have the meaning set forth in the Recitals.

1.1.14 **"Rental"** shall mean the Basic Rental plus all Additional Rental hereunder.

1.1.15 **"Rental Year"** shall mean a period of one (1) year, with the first Rental Year commencing on the Commencement Date and expiring on the day preceding the first anniversary of the Commencement Date and each subsequent Rental Year commencing upon the expiration of the prior Rental Year and continuing until the next subsequent anniversary of the Commencement Date.

1.1.16 **"Taking"** shall have the meaning set forth in Section 13.1.

1.1.17 "**Taxes**" shall have the meaning set forth in Section 6.1.

1.1.18 "**Term**" shall mean the period of time during this Lease between the Commencement Date and the Lease Termination Date.

Section 1.2 Terms Generally.

All accounting terms not specifically defined herein shall be construed in accordance with GAAP. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references to Articles, Sections and Exhibits shall be deemed references to Articles and Sections of, and Exhibits to, this Lease unless the context shall otherwise require.

Section 1.3 Attachments.

All of the Exhibits to this Lease, as well as any drawings and documents prepared pursuant thereto, are incorporated herein and shall be deemed to be a part hereof for all purposes.

ARTICLE 2

AGREEMENT; DEMISE

Section 2.1 Agreement.

This Lease shall be effective on the date which is ten (10) business days following the expiration of the Due Diligence Period as set forth in the Purchase Agreement.

Section 2.2 Demise.

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby leases, rents, demises and accepts from Landlord, the Premises on the terms and conditions contained herein.

ARTICLE 3

TERM

Section 3.1 Term.

(a) The Term of this Lease shall commence on the Commencement Date and, unless [extended or] terminated as provided herein, shall terminate on the Closing Date, as defined in the Purchase Agreement, without the necessity of any notice from either Landlord or Tenant. [Landlord and Tenant each agree to execute a written document setting forth the date on which the Commencement Date occurs.]

Section 3.2 Holding Over.

(a) Intentionally deleted.

ARTICLE 4

USE

Section 4.1 Use.

The Premises shall be used only for the Permitted Use and for no other purpose without Landlord's express, written consent.

Section 4.2 Cessation of Tenant Operations.

Tenant shall have no obligation to operate its or any business from the Premises and shall have the right at any time and from time to time to cease operating its or any business at the Premises. Tenant acknowledges and agrees that its right to cease operating its business at the Premises shall in no way discharge Tenant from its obligations under the Purchase Agreement or under this Lease.

ARTICLE 5

RENTAL

Section 5.1 Rentals Payable.

Tenant covenants and agrees to pay to Landlord as Rental for the Premises, the following:

(a) The Basic Rental specified in Section 1.1.3, commencing on the Commencement Date; plus

(b) [all Additional Rental due from time to time hereunder.]

Section 5.2 Basic Rental.

Basic Rental shall be payable without prior notice or demand in advance for the entire Term on the Commencement Date.

Section 5.3 Payment of Rental.

Tenant shall pay all Rental when due and payable, and without any offset, counterclaim, deduction or prior demand therefor, in lawful money of the United States of America.

Section 5.4 Credit Against Purchase Price.

At the end of the twelfth (12th) month of each of the first five (5) Rental Years, Landlord shall give Tenant a credit in the amount of Two Hundred Thousand Dollars (\$200,000), for a maximum aggregate credit of One Million Dollars (\$1,000,000) at the end of the fifth (5th) Rental Year, and such credit will be applied to the Purchase Price at Closing (as such terms are defined in the Purchase Agreement).

ARTICLE 6

TAXES

Section 6.1 Payment by Landlord.

As of the Commencement Date, the Premises is exempt from real estate tax. If during the Term the Premises becomes subject to real estate taxes, the Landlord shall pay to the applicable taxing authorities (with a copy or receipt to Tenant), no later than the due date therefor, all ad valorem taxes and assessments, general and special, water taxes and all other impositions, ordinary and extraordinary of every kind and nature whatsoever, which, during the Term of this Lease, may be levied or assessed against the Premises. If received by Tenant from the applicable taxing authorities, Tenant agrees to deliver copies of statements for all of the foregoing to Landlord within fifteen (15) days following the date Tenant receives such statements from applicable taxing authorities. Landlord agrees to pay all other Taxes to the parties entitled to payment prior to delinquency. Landlord shall be responsible for all delinquencies and penalties if the same are incurred because Landlord did not timely remit Taxes to the applicable taxing authorities or because the amount Landlord remitted was insufficient to pay all Taxes. Tenant shall also be solely responsible for and pay within the time provided by law all taxes imposed on its inventory, trade fixtures, apparatus, leasehold improvements (installed by or on behalf of Tenant), equipment and other personal property. All taxes, assessments and other costs to be paid by Landlord pursuant to this Section 6.1 are collectively referred to herein as the "Taxes"; provided, however, "Taxes" shall in no event include any federal, state, or other tax on the income of Tenant. To the extent Landlord fails to pay any of the Taxes when required pursuant to the terms hereof, Tenant shall have the right to do so and upon Tenant's payment thereof the same shall become Additional Rental hereunder payable by Landlord on demand by Tenant.

Section 6.2 Tenant's Right to Contest Taxes.

Tenant shall have the right to participate in all negotiations of tax assessments. Tenant shall have the right to contest the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate; provided, however, Tenant hereby agrees (i) to indemnify and hold Landlord harmless from and against any cost, expense or liability arising out of such contest, (ii) to pursue any such contest in good faith and (iii) to post any bond or other security required by applicable law in connection with such contest. Tenant also agrees to notify Landlord promptly of any such contest and Landlord agrees, at the sole cost of Tenant, to cooperate in any such contest or proceedings and execute any documents that Landlord may be required to execute in connection with such proceedings.

ARTICLE 7

PREMISES IMPROVEMENTS

Section 7.1 Mechanics' Liens.

No work performed by Tenant pursuant to this Lease, whether in the nature of construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanics' or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractors on or about the Premises. In the event any mechanics' or other lien shall at any time be filed against the Premises by reasons of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the reasonable satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded within ten (10) days after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord including reasonable attorneys' fees incurred by Landlord either defending against such lien or in procuring the discharge of such lien shall be due and payable by Tenant to Landlord as Additional Rental.

Section 7.2 Tenant's Trade Fixtures.

All trade fixtures, signs, equipment and apparatus, and all other items owned or leased by Tenant and installed in the Premises by Tenant, at its expense (collectively, "Tenant's Property"), shall remain the property of Tenant, and Tenant may remove Tenant's Property at any time prior to the expiration of the Term. Notwithstanding the foregoing, Tenant shall repair any damage to the Premises caused by the removal of Tenant's Property.

Section 7.3 Risk of Loss.

Landlord shall bear all risk of loss to the Premises during the Term, regardless of cause. In no event shall Tenant be liable to Landlord for, and Landlord hereby agrees to indemnify Tenant against, all claims for injury to persons or property resulting from or arising out of the Premises during the Term, unless caused by the gross negligence or willful misconduct of Tenant, its employees, agents or contractors.

ARTICLE 8

OPERATIONS

Section 8.1 Operations by Tenant.

Throughout the Term, and in addition to the requirements of Section 9.1 below, Tenant will at its expense:

- (a) keep the inside and outside of the Premises clean;
- (b) keep all exterior building surfaces of the Premises clean;
- (c) replace promptly any cracked or broken glass of the Premises with glass of like grade and quality;
- (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, including cleaning, repairing or replacing all floor covering, if any, within the Premises as needed;
- (e) keep any garbage, trash, rubbish or other refuse in containers within the Premises until removed;
- (f) have such garbage, trash, rubbish and refuse removed on a timely basis;
- (g) keep all mechanical equipment in good working condition;
- (h) keep and maintain all landscaping in a neat and orderly condition; and
- (i) comply with all laws, ordinances, rules and regulations of governmental authorities applicable to the Premises.

Section 8.2 Signs and Advertising.

Tenant may modify any existing signs used to identify Tenant on the exterior walls of the Premises and/or on the Land, provided Tenant shall be responsible for and repair any damage caused to the Improvements or the Land by such modification, installation or the removal of the signs. Tenant will, at its sole cost and expense, maintain all signs and other advertising devices in good condition and repair at all times. All signs and other advertising on the exterior of the Premises shall be in compliance with all applicable laws, rules and regulations.

ARTICLE 9

MAINTENANCE, REPAIRS AND REMEDIATION

Section 9.1 Maintenance and Repairs.

(a) Landlord shall deliver exclusive possession of the Premises to Tenant on the Commencement Date, and Tenant will accept the Premises in its "as is" condition, without any representation, warranty or covenant of Landlord whatsoever. The parties acknowledge that Tenant has had an opportunity to inspect the Premises during the Due Diligence Period (as defined in the Purchase Agreement) and therefore Tenant is assuming all risks, maintenance and replacement obligations with full knowledge of the condition of the Premises.

(b) The provisions of this Article 9 are subject to the provisions of Article 12 and Article 13 hereof. At all times during the Term of this Lease, Tenant shall, at its sole

cost and expense, keep and maintain the Premises in a good condition and state of repair, excepting only ordinary wear and tear. Tenant shall make any and all additions, alterations, maintenance, repairs and replacements to, in, on and about the Premises which may be required by, and shall otherwise observe and comply with, all public laws, ordinances and regulations from time to time applicable to the Premises. Tenant will (i) keep the interior and exterior of the Premises, together with all electrical, plumbing, heating, ventilating, air-conditioning, and other mechanical systems and installations therein, and all non load-bearing walls, in good order and repair including normal and customary preventive maintenance and will make all replacements from time to time required at its expense, (ii) maintain the grounds around the Improvements, including the mowing of grass, care of shrubs and general landscaping, (iii) repair any damage to the roof, load bearing walls and foundations of the Premises caused or permitted by Tenant or its employees, invitees, contractors and agents and (iv) take no action to invalidate any warranty relating to the roof or any other portion of the Improvements. Tenant will also maintain and repair (or, if necessary, replace) the roof, load-bearing walls, and foundations of the Premises in a good condition and state of repair, ordinary wear and tear excepted. If this Lease terminates prior to the Closing (as defined in the Purchase Agreement), Tenant will surrender the Premises in as good condition as when received, excepting only ordinary wear and tear. Landlord shall not be required to furnish any services or facilities or to make any repairs, replacements or alterations of any kind in or on the Premises; however, in the event Tenant fails to perform its maintenance and repair obligations as set forth in this Section 9.1, Landlord may, but shall not be obligated to, after providing Tenant with thirty (30) days written notice and the right to cure, do so and the cost of same shall be Additional Rental payable to Landlord within ten (10) days after demand therefor.

Section 9.2 Alterations.

Tenant may, without Landlord's consent, make such alterations, renovations, improvements or other installations in, on or to the Premises or any part thereof ("**Modifications**") that are not expected, either immediately or over time, to materially and adversely affect the structural integrity or value of the Premises nor create a hazardous or, illegal condition. For purposes of this Section 9.2, Tenant's planned expansion shall be deemed a Modification not requiring Landlord's consent. All Modifications shall be made in a good and workmanlike manner in accordance with all valid requirements of appropriate governmental authorities. Title to all Modifications that are (i) readily removable without causing damage by more than a de minimus extent to the Premises, (ii) will not reduce the value, useful life or utility of the Premises if removed, and (iii) are not required for the lawful occupancy of the Premises ("**Severable Modifications**") will vest in Tenant. All permanent structural improvements and non-Severable Modifications shall become a part of the Improvements and the property of Landlord and subject to the terms of this Lease and the Purchase Agreement upon installation thereof, whether or not the cost thereof shall have been paid or financed by Landlord.

ARTICLE 10

UTILITIES

Section 10.1 Water, Electricity, Telephone and Sanitary Sewer.

Tenant shall be solely responsible for and promptly pay, as and when the same become due and payable, all charges for water, sanitary sewer, gas (if any), electricity, telephone and any other utility used or consumed in the Premises during the Term.

ARTICLE 11

INSURANCE; INDEMNIFICATION

Section 11.1 Indemnity by Tenant.

Tenant shall indemnify, hold harmless and defend Landlord, with counsel selected by Tenant and reasonably acceptable to Landlord, from and against any and all claims, actions, damages, liability and expense, including, but not limited to, reasonable attorneys' and other professional fees actually incurred, in connection with loss of life, personal injury and/or damage to property arising from or out of the gross negligence or willful misconduct of Tenant (other than claims or liabilities that result from Landlord's or its employees', agents' or contractors' negligence or willful misconduct), whether in tort or in contract, or by any criminal activity on or about the Premises. The provisions of this paragraph are subject to the provisions of Article 13 of this Lease.

Section 11.2 Tenant's Insurance.

[Review with Risk Manager] Tenant shall procure, maintain, and pay all premiums, fees and charges and deductibles for the purpose of procuring and maintaining continuously throughout the Term:

(a) insurance on the Improvements located in the Premises against loss or damage by fire or other casualty with endorsements providing what is commonly known as "all-risk" fire and extended coverage, vandalism and malicious mischief insurance, in an amount equal to the full replacement cost thereof.

(b) combined single limit general liability insurance and excess liability insurance, including but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Premises, to afford protection with limits, for each occurrence, of not less than Five Million and No/100 Dollars (\$5,000,000.00) with respect to personal injury or death, and Five Hundred Thousand and No/100 Dollars (\$500,000.00) with respect to property damage; and

(c) Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to Landlord, worker's compensation insurance as required by statute.

Section 11.3 Tenant's Insurance Policies.

All liability, casualty and other insurance referred to in Section 11.2(b) shall include Landlord, as an additional insured and, as to coverage in 11.2(a) above, as loss payees (other than as relates to Tenant's personal property and equipment located at the Premises), shall insure Landlord against liability arising out of Tenant's negligence or the negligence of any other person, firm or corporation and shall cover any liability of Tenant that may arise through any indemnity given by Tenant in this Lease. All policies procured hereunder shall be under standard form policies issued by insurers of recognized responsibility, rated A-XIII or better by Best's Insurance Rating Service and with carriers qualified to do business in North Carolina. Landlord, at Landlord's expense, shall be entitled to carry liability and/or casualty insurance with respect to the Premises; provided, however, all liability, casualty and other insurance and policies of insurance required to be carried by Tenant pursuant to Section 11.2 hereof shall be primary, without right of contribution from any other insurance carried by Landlord or Tenant. Evidence of such insurance, together with certificates of all insurance policies required hereunder, shall be delivered to Landlord at least fifteen (15) days prior to the Commencement Date, and thereafter not less than thirty (30) days prior to the expiration thereof (unless unavailable from the insurance company until the date of expiration), and shall provide that such policy may not be canceled or modified except upon not less than thirty (30) days written notice to Landlord. If Tenant fails to procure and maintain the insurance required by this Article 11, then Landlord shall have the right to do so, with notice to Tenant if Landlord discovers that insurance coverage has lapsed, and the cost of same shall be Additional Rental payable to Landlord hereunder upon demand therefor. Any proceeds of casualty insurance carried by Tenant in excess of amounts of replacement costs of Improvements shall be for the account of Tenant. All proceeds of policies covering business interruption, Tenant's loss of use of the Property, inventory, electronic data processing, or policies beyond the Lease at Tenant's extra expense and Tenant's Property shall be paid solely to Tenant and Landlord shall not make any claim therefor.

Section 11.4 Waiver of Subrogation.

Landlord and Tenant hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, partners, servants, shareholders, members or managers for any loss or damage that may occur to the Premises or any personal property located therein or arising by reason of fire, the elements or any cause which could be insured against under the terms of a standard "all-risk" fire and extended coverage insurance policy, regardless of cause or origin. Landlord agrees to have the insurance policies obtained pursuant to this Lease endorsed to effect the terms of this Section 11.4 and shall forward a certificate of the same to Tenant upon request.

ARTICLE 12

DAMAGE AND DESTRUCTION

Section 12.1 Landlord's Repair upon Casualty.

(a) If, during the Term of this Lease, the Improvements shall be damaged or destroyed by fire or other casualty, then Landlord shall repair and restore the Premises to its condition immediately prior to such casualty.

(b) Any repair and restoration of the Premises shall be completed with due diligence and commenced and completed within a reasonable time after the damage or loss occurs. Basic Rental and all other Rental hereunder shall not abate while the Improvements are being repaired or restored, unless Tenant, at its cost, has procured rent loss insurance reasonably acceptable to Landlord and such insurance pays the Rental that otherwise would be paid by Tenant hereunder, and in that event Rental hereunder shall abate only to the extent of insurance proceeds received by Landlord.

(c) In no event shall Tenant be relieved of its payment and performance obligations regardless of the cause of the casualty.

ARTICLE 13

CONDEMNATION

Section 13.1 Taking.

In the event of a taking of any portion of the Premises, the provisions of Section 17 of the Purchase Agreement shall apply. If Tenant does not elect to terminate the Purchase Agreement (i) this Lease will remain unaffected thereby and Basic Rental will not abate, and (ii) Tenant will be entitled to receive any award made for such use.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

Section 14.1 Landlord's Consent.

Except as provided in the Purchase Agreement, Tenant may not assign its interest in this Lease or sublet all or any portion of the Premises without Landlord's prior written consent which consent may not be unreasonably withheld, conditioned or delayed. In the event that Landlord consents to any assignment or sublease, it is agreed by the parties that (i) no such assignment or subletting shall release Tenant from its liability and obligations under this Lease, (ii) use of the Premises by any such assignee or sublessee shall be for the Permitted Use only, (iii) the term of any assignment or sublease shall not extend beyond the Term of the Lease, as the same may be extended as provided herein, and (iv) the applicable assignment or sublease document shall require the assignee or sublessee to comply with the terms of this Lease.

ARTICLE 15

DEFAULT

Section 15.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

- (a) The sale of Tenant's interest in the Premises under attachment, execution or similar legal process; or if Tenant is adjudicated as bankrupt or insolvent under any State bankruptcy or insolvency law or an order for relief is entered against Tenant under the Federal Bankruptcy Code and such adjudication or order is not vacated within sixty (60) days.
- (b) The commencement of a case under any chapter of the Federal Bankruptcy Code by or against Tenant or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within sixty (60) days after the date of the filing.
- (c) The admission by Tenant of its inability to pay its debts when due.
- (d) The appointment of a receiver or trustee for the business or property of Tenant unless such appointment shall be vacated within ninety (90) days of its entry.
- (e) The making by Tenant of a general assignment for the benefit of its creditors, or if in any other manner Tenant's interest in this Lease shall pass to another by operation of law.
- (f) The failure of Tenant to pay any Basic Rental when due and such failure continues for more than five (5) days following receipt of written notice of such failure from Landlord.
- (g) The failure of Tenant to pay any Additional Rental or other sum of money when due and such failure continues for more than ten (10) days following receipt of written notice of such failure from Landlord.
- (h) Tenant shall fail to maintain any insurance required of it under this Lease and such failure continues for more than ten (10) days following receipt of written notice of such failure from Landlord; provided, however, nothing in this Subsection 15.1(h) shall vitiate Landlord's right to obtain such insurance and seek reimbursement from Tenant therefor as provided in Section 11.3 of this Lease.
- (i) Default by Tenant in the performance or observance of any covenant or agreement of this Lease (other than a default involving the payment of money), which default is not cured within thirty (30) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day

period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently prosecute the curing of same.

Section 15.2 Remedies.

15.2.1 Upon the occurrence of any Event of Default, Landlord, to the extent permitted by law, may do any one of the following:

(a) Perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance by Landlord shall be deemed Additional Rental and shall be payable by Tenant to Landlord within ten (10) days after demand therefor;

(b) Terminate this Lease and repossess the Premises and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Premises, and (ii) all accrued and unpaid Rental to the date that Landlord recovers the Premises;

15.2.2 Exercise any other legal or equitable right or remedy which it may have under this Lease or at law.

Notwithstanding the provisions of clause (a) above and regardless of whether an Event of Default shall have occurred, Landlord may exercise the remedy described in clause (a) without any notice to Tenant if Landlord, in its reasonable, good faith judgment, believes it would be irreparably injured by failure to take rapid action or if Landlord reasonably believes that the unperformed obligation or pending actions by Tenant will result in immediate and substantial harm to person or property. Notwithstanding anything in this Lease to the contrary, Landlord shall not have the right to place liens or encumbrances on Tenant's Property and Landlord hereby waives any and all liens and encumbrances against Tenant's Property.

If termination is solely a result of Tenant's default, any costs and expenses incurred by Landlord (including, without limitation, reasonable attorneys' fees actually incurred) in validly enforcing any of its rights or remedies under this Lease, shall be deemed Additional Rental and shall be repaid to Landlord within thirty (30) days following written demand therefor.

Section 15.3 Damages.

(a) If Tenant's right of possession under this Lease is terminated by Landlord pursuant to Section 15.2, Tenant shall remain liable for any Rental and its other obligations under this Lease. Tenant shall also pay to Landlord (i) all reasonable costs, fees and expenses including, but not limited to, reasonable attorneys' fees actually incurred, costs and expenses incurred by Landlord in pursuit of its remedies hereunder, or in reletting the Premises to others from time to time and (ii) additional damages which shall be in an amount or amounts equal to the Rental due hereunder during the remainder of the Term less all sums received by Landlord from any reletting of the Premises.

15.3.2 If this Lease is terminated pursuant to Section 15.2, Landlord shall use commercially reasonable efforts to relet the Premises or any part thereof for such term or terms (which may be greater or less than the period which otherwise would have constituted the balance of the Term) and on such terms and conditions as Landlord may reasonably determine are appropriate in the then-current rental market for the Roanoke Rapids, North Carolina area.

Section 15.4 Assignment in Bankruptcy.

In the event of an assignment by operation of law under the Federal Bankruptcy Code, or any State bankruptcy or insolvency law and Landlord elects not to terminate or is stayed from termination of Tenant's rights of possession under this Lease, the assignee shall provide Landlord with adequate assurance of future performance of all of the terms, conditions and covenants of the Lease, which shall include, but which shall not be limited to, assumption of all the terms, covenants and conditions of the Lease by the assignee and the making by the assignee of the following express covenants to Landlord:

(a) That assignee has sufficient capital and financial viability to pay the Rental and other charges due under the Lease for the entire Term; and

(b) That assumption of the Lease by the assignee will not cause Landlord to be in violation or breach of any provision in any financing agreement.

**ARTICLE 16
MORTGAGES**

Section 16.1 Mortgages.

Landlord shall not allow any mortgage, deed of trust or other security instrument to become a lien upon the Premises. Landlord represents and warrants that there is not currently any mortgage, deed of trust or other security instrument constituting a lien upon the Premises.

ARTICLE 17

NOTICES

Section 17.1 Sending of Notices.

All notices and communications hereunder shall be given pursuant to Section 20 of the Purchase Agreement.

ARTICLE 18

QUIET ENJOYMENT

Section 18.1 Warranty.

Subject only to applicable laws (including zoning laws), Landlord warrants that it has full right and authority to lease the Premises upon the terms and conditions herein set forth; and Tenant shall peacefully and quietly hold and enjoy the Premises in accordance with the terms and conditions hereof for the full Term hereof and so long as no event of Default by Tenant shall have occurred and be continuing hereunder.

ARTICLE 19

EASEMENT GRANTED TO LANDLORD

Section 19.1 Easements.

From and after the Commencement Date, the Premises shall be benefited by the Parking Easements as defined in the Purchase Agreement.

ARTICLE 20

MISCELLANEOUS

Section 20.1 Estoppel Certificates.

At any time and from time to time, within ten business (10) days after request therefor from the other party, Landlord or Tenant will execute, acknowledge and deliver to the other, and to any other third party as may be designated in the request, a certificate in reasonable form with respect to the matters relating to this Lease or the status of performance of obligations of the parties hereunder as may be reasonably requested.

Section 20.2 Inspections and Access by Landlord.

So long as Landlord does not unreasonably interfere with Tenant's operations, Tenant will permit Landlord, its agents, employees and contractors, to enter the Premises upon not less than 24 hours prior verbal or written notice to inspect the same and to enforce or carry out any provision of this Lease, including, without limitation, any access necessary for the making of any repairs; provided that, in an emergency situation, such access shall be at any time and without notice to Tenant.

Section 20.3 Memorandum of Lease.

Upon execution of this Lease, the parties hereby agree to execute, acknowledge and deliver for recording purposes a memorandum of lease in substantially the form attached hereto as Exhibit B. No such memorandum shall include any financial terms of this Lease. Recording, filing and like charges and any stamp, charge for recording, transfer or other tax shall be paid by

Tenant. In the event of termination of this Lease, within thirty (30) days after written request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord an agreement terminating such memorandum of lease of record. If Tenant fails to execute such agreement within that thirty (30) day period or fails to notify Landlord within that thirty (30) day period of its reasons for refusing to execute such agreement, Landlord is hereby authorized to execute and record such agreement for the sole purpose of terminating the memorandum of lease of record. This provision shall survive expiration or any earlier termination of the Lease.

Section 20.4 Remedies Cumulative.

No reference to any specific right or remedy shall preclude either party from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity. The foregoing shall in no way relieve or release Tenant from its obligation to pay all Rental. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rental during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. Except for any express, written waiver by Landlord as to any breach by Tenant of its obligations under this Lease, no waiver by Landlord as to any breach of Tenant shall affect or alter this Lease in any way whatsoever.

Section 20.5 Successors and Assigns.

Subject to Section 14.1 hereof, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors and assigns. Upon any sale or other transfer by Landlord of its interest in the Premises and upon the express written assumption of Landlord's obligations hereunder by the assignee of Landlord's interest herein, Landlord shall be relieved of all of its obligations arising under this Lease arising after the date of such sale or transfer.

Section 20.6 Compliance with Laws and Regulations.

Except as provided in Section 8.1(i), Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances, including without limitation the Americans With Disabilities Act, as amended, affecting the Premises or the use thereof, whether presently existing or enacted after the date hereof, and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Tenant's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Premises.

Section 20.7 Captions and Headings.

The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 20.8 Broker's Commission.

Each of the parties (i) represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease for which the other party will be obligated, and (ii) agrees to indemnify the other against, and hold it harmless from, all liability arising from any breach of the foregoing representation or warranty, including, without limitation, attorneys' fees.

Section 20.9 No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties hereto is hereby expressly disclaimed.

Section 20.10 Incorporation of Purchase Agreement.

The Purchase Agreement is hereby incorporated by reference in this Lease.

Section 20.11 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representations, understandings or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease can be modified only by a writing signed by both parties hereto.

Section 20.12 Severability.

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 20.13 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

Section 20.14 Authority; Good Standing.

Tenant represents and warrants to Landlord that (i) it is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Illinois and qualified to do business in the State of North Carolina, and (ii) the person executing this Lease on behalf

of Tenant was authorized to do so. Landlord represents and warrants to Lessee that (i) it is a _____ duly formed, validly existing and in good standing under the laws of the State of North Carolina, (ii) the person executing this Lease on behalf of Landlord was authorized to do so; and (iii) Landlord is now and shall at all times be and remain in compliance with all laws and ordinances including, but not limited to, the Patriot Act and Executive Order 13224. Upon the request of either party, the other shall provide a certificate of its Secretary or Manager, as applicable, stating the proper signatories, their specimen signatures and a certificate that there is proper authority for the execution and delivery this Lease. At the request of Tenant, Landlord will recertify its compliance with all laws, orders and ordinances affecting this transaction

Section 20.15 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of North Carolina.

Section 20.16 Intentionally Omitted.

Section 20.17 Hazardous Substances.

Tenant agrees that it shall not use any Hazardous Substances at the Premises except in accordance with law. Tenant shall indemnify and hold harmless Landlord from any claim, demand, liability, damage, loss or expense (including attorneys' fees and court costs) that Landlord might suffer as a result of the use, storage, disposal, generation, release, or threatened release of any Hazardous Substances by Tenant, its employees, agents, subtenants or contractors during or prior to the Term in violation of applicable law, which indemnity shall survive the termination of this Lease. "Hazardous Substances" means and includes any of the substances, materials, elements or compounds that are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by the United States Congress or the EPA and substances, materials, elements or compounds affected by any other federal, state or local statute, law ordinance, code, rule regulation, order or decree now or at any time hereafter in effect regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, dangerous, restricted or otherwise regulated waste, substance or material, as now or at any time hereafter in effect.

Notwithstanding anything to the contrary contained in this Lease; (i) Landlord hereby consents to Tenant's use on the Premises of cleaning supplies, toner for photocopy machines and other similar materials, in containers and quantities reasonably necessary for and consistent with normal and ordinary use by Tenant at the Premises, in the routine operation of its business and in the routine operation and maintenance of Tenant's office equipment or in routine janitorial service, cleaning and maintenance for the Premises; and (ii) Tenant shall have no liability of any kind to Landlord as to Hazardous Substances on the Premises or the Land prior to Tenant's occupancy of the Premises or caused or permitted at any time by (a) Landlord or any prior landlord or owner, their agents, employees, contractors, tenants or invitees; or (b) any other person or entity on property located outside the Premises or the Building or the Land unrelated to Tenant.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF ROANOKE RAPIDS, NORTH
CAROLINA

a _____

By: _____

Name: _____

Title: _____

TENANT:

an Illinois limited liability company

By: _____

Name: _____

Title: _____

Attachments:

Exhibit A - Legal Description of the Land

Exhibit B - Form of Memorandum of Lease

Exhibit A

LEGAL DESCRIPTION OF THE LAND

Exhibit B

CONTENT OF MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of the ____ day of _____, 2003, by and between CITY OF ROANOKE RAPIDS, NORTH CAROLINA, a _____ ("Landlord") and _____, an Illinois limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain real property located in Halifax County, North Carolina, more fully described on Exhibit A attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord, as landlord, and Tenant, as tenant, have entered into a certain Lease Agreement (the "Lease") dated _____, 2008 for the lease of the Premises on terms more fully set forth therein; and

WHEREAS, the parties hereto desire to execute and record a Memorandum of the Lease.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Tenant. The name of Tenant is _____, an Illinois limited liability company.

2. Landlord. The name of Landlord is THE CITY OF ROANOKE RAPIDS, NORTH CAROLINA, a _____.

3. Addresses.

Tenant's address is:

Landlord's address is:

4. Date of Lease. The Lease is dated _____, 2008.

5. Premises. The property that is the subject of the Lease is more fully described on Exhibit A attached hereto and made a part hereof.

6. Term. The term of the Lease is fifteen (15) years. The commencement date of the Lease is _____, 2008. Tenant has the right to purchase the property pursuant to a separate Purchase Agreement.

7. Incorporation by Reference. This Memorandum is not intended to set forth all of the terms of the Lease, and reference is hereby made thereto for all of the terms. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall

control. All provisions of the Lease are incorporated herein by this reference as though fully set forth.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the ____ day of _____, 2008.

LANDLORD:

_____)
a _____

By: _____
Name: _____
Title: _____

TENANT:

_____,
a _____

By: _____
Name: _____
Title: _____

STATE OF _____

[Confirm Accuracy of Notary Acknowledgments]

COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that, _____ of _____, LLC a _____ limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

Witness my hand and official stamp or seal, this ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

(AFFIX NOTARY SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, a Notary Public for said County and State, do hereby certify that, _____ of _____, an Illinois limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

WITNESS my hand and official stamp or seal, this ____ day of _____, 2008.

Notary Public

My Commission Expires: _____

(AFFIX NOTARY SEAL)

Exhibit A to Memorandum of Lease

Legal Description of the Premises

CH212705950.2