COMMERCIAL TRIPLE NET LEASE

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

3	STATE OF Mississippi Hinds County
4 5	This lease made this day of _, 2009 by and between (First Boise Investments, LLC A Mississippi Limited Liability Company) hereinafter called "Lessor" or "Landlord", or it's agent for the Lessor and by as the lessee herein after called "Lessee" or "Tenant".
6	WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises at
7	Jackson Mississippi 39204 with an approximate square feet of (tenant to verify prior to signing) and to-wit:
8	Use / Term / Rent
9 10 11 12	Subject to Mississippi laws and ordinances of Hinds County in which the property is situated, for use and occupation by the Lessee for the business of: licensed by City of Jackson, Hinds County, Mississippi and for no other or different use or purpose, for and during the term of3 Years beginning on theday of, 2010 and ending on An additional period of years_ is given to Lessee as an option to extend the lease and the amount of rent to be negotiated on the date of exercising such option by Lessor (First Boise Investments, LLC) and Lessee.
13 14 15 16 17	If any rent installment is not received by Lessor from Lessee by the fifth day of the month for which such installment is due, Lessee shall immediately pay to Lessor a late charge equal to ten percent (10%) of such installment. Lessor and Lessee agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Lessor for its loss suffered by such nonpayment by Lessee. Acceptance of this late charge shall not constitute a waiver of Lessee's default with: respect to such nonpayment by Lessee nor prevent Lessor from exercising all other rights and remedies available under this Lease. The burden of proof with respect to all payments of rental or other sums shall be upon Lessee.
18 19 20	IF THE LESSEE'S CHECK IS RETURNED FOR INSUFFICIENT FUNDS, LESSOR WILL NO LONGER ACCEPT CHECKS AND ALL RENTS MUST THEN BE PAID BY CASHIER'S CHECK OR MONEY ORDER. LESSEE AGREES TO PAY ALL BANK FEES AND REASONABLE ATTORNEY FEES SHOULD AN ATTORNEY BE RETAINED FOR COLLECTION, TERMINATION, OR EVICTION.
21 22	In consideration whereof, the Lessee agrees to make payment to Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) on the first day of each month, in advance, as rent for said premises:
23	Monthly rent: \$ Such rent must be prorated in such a way that it will be due the first of each and every month.
24	Free rent period:
25	Monthly TICAM (prorated pass through taxes, insurance and Common area maintenance): \$
26	Combined monthly rent and TICAM: \$/ month OR \$/ year.
27 28 29	Security Deposit: \$ as security deposit, without interest. It is agreed that in the event of Lessee's defaults in respect of any of the terms, provisions, and conditions of this lease, Lessor may use, or retain the whole or any part of the security deposit to the extend required for the payment of any rents and other payments to which Lessee is in default.
30	With the signing of this lease lessee issues a cashier's check for an amount of \$
31 32 33 34 35 36	All rental charges including future rents, TICAM and security deposits must be paid to "First Boise Investments, LLC A Mississippi Limited Liability Company". Lessor has the option to increase the rent up to five percent on the anniversary of each year through the end of the lease. Exercising the option period must be approved by the lessor and must be sent to lessor in writing at least three months prior and the rent must be at the current market rent on the date of exercising the option. In the event Lessee remains in possession of the Premises after the expiration of the term and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Premises as a tenant from month to month at a monthly renal for each month of such holdover period equal to one- twelfth (1/12) of the Minimum Annual rental for the preceding Lease Year.
37	<u>Quiet Enjoyment</u>
88 89 10 11	This lease is made upon the following terms, conditions, and covenants; The Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) covenants to keep the Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lesseor (First Boise Investments, LLC A Mississippi Limited Liability Company) shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be constructed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose of which they are let.
13	Condition of Premises (AS IS)
14 15 16 17	The Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) or Lessor's agent has made no representations or promises with respect to said building or Space or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein) and accepts to take possession AS IS and WHERE IS.
18	Common Areas
19 50 51 52 53	Lessee, its customers, employees, and invitees, shall have the right to use and enjoy, in common with Lessor and other tenants, and with their customers, employees, and invitees, the parking areas, entrances, exits, walkways and roadways (hereinafter collectively called the Common Areas) which Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) provides for the reasonable operation of the Shopping Center. It is expressly understood that the Common Areas are intended primarily for the use by customers of the stores in the Shopping Center; and Lessee accordingly agrees that neither it, nor it's agents, servants, employees, or invitees will use the Common Areas for the parking or storage of any automobile, truck, or any other vehicle or property owned or used by it or by any of its employees or agents, nor park vehicles so as to interfere with

In order to assist the Lessor in the enforcement of the provisions of this Section, Lessee agrees that, within ten (10) days after being requested so to do, Lessee will furnish Lessor a written statement containing the names of employees, agents, and representatives employed by Lessee in or about the Premises and the license numbers of all vehicles owned or used by Lessee or its employees, agents, or servants. Lessee further agrees that it will conduct all loading or unloading of goods or equipment only in and through such areas designated for such purposes by Lessor.

Maintenance of Common Areas

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

Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) expressly reserves the right, from time to time during the term of this Lease, (i) to change the shape, size, location, number, and extent of the buildings and improvements or (ii) to eliminate or add to any building or improvements within the Shopping Center or (iii) to rearrange the parking and/or loading spaces in the Common Areas; provided that Lessor shall not change the size or location of the Premises without Lessee's consent and, further, that Lessor shall at all times maintain in, or available for use by, the Shopping Center no fewer than the minimum number and/or sizes of parking and/or loading spaces sufficient to meet the minimum requirements of any then applicable zoning or building code requirements. In the event any lights are affixed to the undersurface or ceiling of a roof or canopy extending over the walkways adjacent to the Premises and if such lights are attached to Lessee's meter, Lessee agrees to keep such lights on during the customary business hours of the Shopping Center, as fixed by the Lessor, and to pay the cost of the required electricity which will be passed through the Lessees operating within the Shopping center.

Taxes, Insurance, Common Area Maintenance (TICAM Charges)

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

Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) with respect to the Shopping Center, shall further include a reasonable allowance to Lessor for the depreciation of maintenance equipment, if any. There shall also be included in the Operating and Maintenance Expanses, an administrative and overhead fee to Lessor in an amount not greater than five percent (5%) of the gross income generated by the Shopping center. Operating and Maintenance Expenses shall be made in monthly installments in amounts estimated from time to time by Lessor and due on the first day of each and every month during the term hereof. Within sixty (60) days after the end of each calendar year, Lessor shall adjust such costs up or down depending on the cost variation from the previous year.

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

Property Taxes: Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) will pay, when due, all real estate taxes or other ad valorem taxes, levies, or assessments (Impositions) imposed against the Shopping Center (including the Premises); and Lessee agrees that during the term of this Lease, Lessee shall reimburse Lessor the Impositions applicable to the Premises. Impositions applicable to the Premises shall be paid by Lessee per it's prorated share as a part of pass through charges on the first of each and every month of the Term hereof, in amounts estimated from time to time by Lessor.

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

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

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

Default by Lessee

Should lessee at any time be in default with respect to any rental payments or other charges payable by Lessee and should such default continue for a period of ten (10) days after written notice from Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) to Lessee; or should Lessee be in default in the prompt and full performance continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice thereof from Lessor to Lessee, specifying the particulars of such default or breach or performance; then the occurrence of any one or more of the foregoing events shall be an event of default under this Lease, and in addition to any or all other rights or remedies of Lessor herein and by law provided, Lessor may at Lessor's option and without further notice or demand of any kind to Lessee or any other person, take any one or more of the following actions: a. Declare the term hereof ended and reenter the Premises, take possession and remove all persons, in which event Lessee shall have no further claim; or b. Without declaring this Lease ended, re rent the Premises and occupy the whole or any part thereof for and on account of Lessee and collect any unpaid rentals and other charges which have become payable or which may thereafter become payable; and c. Even though Lessee may have reentered the Premises, Lessor may thereafter elect to terminate this Lease and all of the rights of Lessee in or to the Premises; or d. Perform or cause to be performed, on behalf and at the expense of Lessee, any or all of the undertakings or obligations as to which Lessee is in default, in which event Lessee shall pay to Lessor, upon demand, any costs or expenses incurred in the performance of such undertakings or obligations, together

with interest thereon; and the action of Lessor in performing such undertakings or obligations, or causing the same to be performed, shall not be deemed a curing of Lessee's default, and Lessor shall thereafter be entitled to exercise any or all of Lessor's rights or remedies provided herein, or at law or in equity, as if such default remained uncured.

(A) Should lessee at any time be in default with respect to any rental payments or other charges payable by Lessee and should such default continue for a period of ten (10) days after written notice from Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) to Lessee (such unpaid rent shall bear interest at 18% per annum); or should Lessee be in default in the prompt and full performance continue for more than a reasonable time (in no event to exceed thirty (30) days) after written notice thereof from Lessor to Lessee, specifying the particulars of such default or breach or performance; then the occurrence of any one or more of the foregoing events shall be an event of default under this Lease, and in addition to any or all other rights or remedies of Lessor herein and by law provided, Lessor may at Lessor's option and without further notice or demand of any kind to Lessee or any other person, take any one or more of the following actions: (i) Declare the term hereof ended and reenter the Premises, take possession and remove all persons and change the locks, in which event Lessee shall have no further claim.

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Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby; and/or (ii) shall have the right to proceed by attachment, suit or otherwise to collect any delinquent rent or other amounts due Lessor hereunder; and/or (iii) shall have the right to accelerate and declare the whole rent for the whole term of this Lease and/or any and all other amounts due under this Lease at once due and payable and may proceed by attachment, suit or otherwise to collect all such amounts in the same manner as if by the terms of this Lease all such amounts due or to become due during the entire term were payable in advance, and neither the enforcement of collection by Lessor of such amounts nor the payment by Lessee of such amounts shall constitute a waiver by Lessor of any breach, existing or in the future, of any of the terms or provisions of this Lease by Lessee or of any rights or remedies which the Lessor may have with respect to any such breach. In the event Lessor elects to accelerate as herein set out and subsequently leases the Premises to a third party prior to the end of the period for which this Lease would run if there were no breach of this Lease, Lessor shall, at the end of said period, refund to Lessee that portion of the accelerated sum which represents the accelerated rent for that part of said period during which said third party shall pay rent to Lessor; provided, however, that should said accelerated sum exceed rental payments actually received from said third party during said period, Lessor shall not be required to refund to Lessee the amount which represents the excess of said accelerated sum over the rental payments actually received from said third party during said period.

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

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

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

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Hazardous Substances

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

Tenants Restrictions

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

LESSEE SHALL NOT PERMIT:

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

Environmental Clean-up

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

Tenant's Indemnity

- (a) Lessee shall indemnify, defend, and hold harmless Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) and it's managing member California Financial Corp.), the onsite manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Tenant's use or occupancy of the premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Law and all other environmental laws.
- (b) Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

Roof Maintenance

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

In the event heating, ventilating and air conditioning equipment or a part of any air conditioning equipment is installed by Lessee with the Lessor's approval on the roof / walls of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof leaks attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air conditioning equipment may be installed until the consent in writing of the Lessor (First Boise Investments, LLC) is first and obtained thereto. Maintenance and upkeep of HVAC Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said, heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. 4/9 **Other Repairs** Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company), shall not be obligated or required to make any other repairs or do any other work on or about said premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) in good repair and condition, reasonable wear and tear expected. Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) may deem necessary or proper, or that Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) may be lawfully required to make. The Lessee must have with Lessor a copy of the keys in case of emergencies or repairs. Lessee is responsible for all repairs except the common areas. Inspection and Showing Lessor (First Boise Investments, LLC) reserves the right to visit and inspect and show the said premises at all reasonable times to prospective tenants and purchasers, and further the right to display "For Sale" and "For Rent" signs on said premises by giving the Lessee a reasonable notice. Failure of the Lessee to Repair damages Should the Lessee fail to make repairs to herein premises and or neighboring premises due to negligence under the lease, the Lessor at it's option may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not make or permit to be made any alternations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor (First Boise Investments, LLC) before work is contracted . Signage No signs of any character shall be erected on the roof or elsewhere in or about the demised premises until the consent thereof in writing is first had and obtained from the Lessor (First Boise Investments, LLC). The consent to a particular alteration, addition, improvement or change shall not be deemed consent to, or a waiver of, a restriction against alterations, additions, improvement or changes for the future. Alterations and Improvements by Lessee at the end of the lease Lessee once ending the lease will replace any items broken within the premises including electrical, plumbing and etc. And failing so to do the Lessor (First Boise Investments, LLC) may replace the same and the Lessee will pay the Lessor (First Boise Investments, LLC) the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all elevators, heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, water pipes, water closets, drains sewer lines and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by applicable laws or ordinances. Mechanics' Liens: Lessee shall have no right, power or authority to enter into any contract or incur any obligations for improvements to the Premises or otherwise, the effect of which is to create a lien or charge upon Lessor's interest, in the Premises or the fee interest therein. Lessee agrees that it will pay or cause to be paid all costs for work done by or for it or caused to be done by or for it on the Premises, and Lessee will keep the Premises free and clear of all mechanics' liens and other liens on account of work done for Lessee or persons claiming through or under it. Lessee agrees to and shall indemnify, defend, save and hold Lessor free and harmless against all liability, loss, damage, costs, attorney's fees and all other expenses on account of claims of liens, whether by suit or otherwise, by contractors, laborers or others claiming to have performed work or furnished materials or supplies for Lessee or persons claiming through or under it. In addition, Lessee shall keep Lessee's leasehold interest in any of the improvements to the Premises which are, or are to become, property of Lessor pursuant to this Lease, free and clear of all liens, attachments, or judgments. If Lessee shall desire to contest any claim of lien, it shall furnish Lessor adequate security of the value or in the amount of the claim.

Compliance with Law

premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not be any act, or omission render the Lessor

Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and

(First Boise Investments, LLC A Mississippi Limited Liability Company) liable for any violation thereof. Lessee will not commit any waste of

property, or permit the same to be done, and will take good care of said building and said premises at all times.

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

Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) shall have the right, but not the obligation, at all times during the Lease Term to inspect the Premises and conduct such test and investigations (including, without limitation, a Phase 1 Indoor AIR Quality audit) to evaluate the IAQ in the Premises and / or the [Building/Center]. Landlord's entry may be made at any time either during or after Lessee's business hours.

Lessee will cooperate with Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) and will at any time, allows Landlord and Lessor's (First Boise Investments, LLC A Mississippi Limited Liability Company) representatives access to any Lessee's records with respect (First Boise Investments, LLC A Mississippi Limited Liability Company) to the Premises for environmental inspection purposes. Lessee will make available its personnel to respond to interview questions posed by the Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) representatives or an environmental consultant.

All costs and expenses relating to monitoring and maintaining suitable IAQ in the building and regularly inspecting, monitoring, maintaining, and repairing the building's HVAC system; hiring outside consultant to investigate and identify the source of any suspected IAQ problem that may be identified; remedying any such problems; modifying, renovating, or encapsulating any portion of the [Building/Center], building systems, or building components reasonably required to continuously an efficiently maintain acceptable IAQ in the [Building/Center], and complying with any and all local, state, and federal laws, rules, regulation or real estate industry standards relating to IAQ shall be included in the CAM cost calculation or as additional rent.

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

Public Liability Insurance and Indemnity

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

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

Utility Interruption / Deregulation

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

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

Installation of Telecommunications

Lessee shall specify in writing to the Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company), prior to any installation or usage in any manner of the Premises, all the equipment to be installed including, without limitation, antenna(s), cabling, wiring. Any change in equipment by Lessee shall require the prior written consent of Lessor.

Lessee may, at its sole expense, make such installations on the premises, however, before making any installations on the Roof Premises, in order to prevent damage to the roof with the enforcement of the warranty of the roof, Lessee agrees to (i) provide Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) and Lessor's roofing contractor and/or other designee with Lessee's plans and specifications for any such installation and (ii) obtain Landlord's prior written consent to such installation.

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

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

Lessor may, at any time relocate the Lessee's equipment including, without limitation, the antenna and any wiring, to an alternative site (the "Relocation Site") within and/or on top of the [Building/Center] upon [10] days' notice to Lessee.

Defects in Premises

Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, wiring electric equipment or appurtenance, or in said premises, or cause by, or growing out of fire, rain, wind, leaks, seepage or other cause.

Snow, Ice, Trash

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

Acceleration of Rent

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

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Default; Attorney Fee, Waiver of Exemptions

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

Abandonment / Re-Letting

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

Reinstatement

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

Re-Entry, etc., No Bar

No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lesse herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) to annul the lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Improvements and Additions/Property of Lessor

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

Transfer or Assignment

Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignees or sub-lessee must assume, in writing, all

the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment or sublease is consummated and approved by Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) for this Lessee or any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$ 500 assignment/sublease fee to agent for each and every lease assignment or sublease made.

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

Bankruptcy – insolvency

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

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Fire & Other Casualty

In the event of the total destruction of, or partial damage to the buildings upon the demised premises by fire or other casualty, Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's (First Boise Investments, LLC A Mississippi Limited Liability Company) cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less of the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised would extend the unexpired term beyond two (2) years, Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.

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

Notices and Demands

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

Clean Premises Upon Termination, Etc.

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

Addendum Clause

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

Building Effects

The lease shall be binding upon, and inure to the benefit of, Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) and Lessee, their executors, administrators, heirs assigns or successors.

484 485 486	Submission of this instrument for examination or signature by Lessee does not constitute a reservation of or option for lease, and anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution and delivery by both Lessor(First Boise Investments, LLC A Mississippi Limited Liability Company) and Lessee.
487	Hours of operations
488	Lessee's hours of operations will be: At least 5 days a week, unless otherwise specified here_9 am to 6 pmMonday to Friday.
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503	FURTHER TERMS AND CONDTIONS MADE A PART HEREOF
504	<u>Addendum</u>
505	1) Lessee shall transfer the utilities such as gas, trash and electric to it's name within seven days of signing of this lease.
506	2) Lessor will cover the costs for the Pylon sign and Lessee shall pay for the overhang sign.
507 508	3) Lessee to obtain a business license and building department clearance (if applicable) within 30 days of signing of this lease and submit it to the lessor.
509	4) Space #is being accepted as is.
510 511	5) Lessee's hours of operations will be: Such hours of operations can be changed throughout the term of the lease, only if the Lessee has the approval of the Lessor.
512	6)
513 514	IN WITNESS WHEREOF, the Lessor (First Boise Investments, LLC A Mississippi Limited Liability Company) and the Lessee have respectively executed these presents thisday of, 2009
515	(First Boise Investments, LLC A Mississippi Limited Liability Company)
516	Master Lessor
517	By: Mr. Jesse Wright
518 519	It's: Dated:
520	Lessee:
521 522 523	With A valid Driver's License By:
524	It's:
525	With A valid Driver's License By:
526 527	REVISED 2/15/2010

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