

ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE made by MASADA COMMUNICATIONS, INC., an Alabama corporation with its principal place of business at c/o Masada Corporation, 3940 Montclair Road, Suite 401, Birmingham, Alabama (the "Assignor"), to BANK OF NEW ENGLAND, N.A. (the "Assignee"), individually and as agent for The Connecticut National Bank ("CNB"), State Street Bank and Trust Company ("State Street") and Connecticut General Life Insurance Company ("CIGNA").

WITNESSETH THAT:

FOR VALUE RECEIVED, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby grants, transfers and assigns to the Assignee, and to the successors and assigns of the Assignee, all right, title and interest of the Assignor, as lessee, in and to that certain lease dated September 15, 1979, between Eastern Dixie Properties, Inc. and Cablevision Company, Inc., as lessee, which has been assigned by said Cablevision Company, Inc. to the Assignor, as lessee, a copy of which lease is annexed hereto as Exhibit "A", which is incorporated by reference herein, together with any modifications, extensions or renewals thereof, and all benefits accruing to the Assignor thereunder (said lease, together with all such modifications, extensions, renewals and benefits being hereinafter referred to as the "Lease"). The within assignment is for the purpose of securing payment and performance of \$ 20,000 of the following obligations (all hereinafter called "Obligations"): all debts, liabilities and obligations of the Assignor to the Assignee, CNB, State Street and CIGNA of every kind and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, any debt, liability or obligation of the Assignor hereunder, under a certain Revolving Credit and Term Loan Agreement dated as of the date hereof by and among the Assignor, CNB, State Street and the Assignee, individually and as agent for CNB and State Street (the "Loan Agreement"), and under the Assignor's revolving credit notes and term notes payable to the Assignee, CNB and State Street in the principal amounts provided in the Loan Agreement (collectively, the "Bank Notes"), and under a certain Note Purchase Agreement dated as of the date hereof by and among the Assignor and CIGNA (the "Note Purchase Agreement"), and under the 13-1/2% notes payable to CIGNA in the principal amount provided in the Note Purchase Agreement (the "Insurance Notes", the Bank Notes and the Insurance Notes being hereinafter sometimes referred to collectively as the "Notes"), or under any agreements or documents given as security for the Notes. No payment on any of the Obligations shall reduce said \$ 20,000 of indebtedness secured hereby except to the extent such secured indebtedness is paid out of the proceeds from the sale or transfer of the said rights of the Assignor in said Lease.

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THE ASSIGNEE, BY ACCEPTANCE HEREOF, AGREES:

A. Not to take any action to assert its rights to possession of the premises demised under the Lease unless and until there shall exist or occur a default respecting any Obligations.

B. Upon payment and performance in full of all Obligations, this Assignment shall be void and of no effect. However, the affidavit, certificate, or other written statement of any officer, agent or attorney of the Assignee indicating that any of the Obligations remain unpaid or unperformed shall be and constitute conclusive evidence of the continuing validity and effectiveness of this Assignment, and any person may, and is hereby authorized to, rely thereon.

THE ASSIGNOR AGREES THAT:

1. The Assignee may, in its sole discretion and at the expense of the Assignor, record or cause to be recorded this Assignment.

2. It will at its sole cost and expense, observe, fulfill and perform on a timely basis each and every condition and covenant of the Lease by the Assignor to be observed, fulfilled or performed; give prompt notice to the Assignee of any notice received by the Assignor of default by the Assignor under the Lease, together with a complete copy of any such notice; not modify or in any way alter the terms of the Lease; not terminate the term of the Lease or accept a surrender thereof unless required to do so by the terms of the Lease; not waive, or release the lessor from, any obligations or conditions by the lessor to be performed under the Lease; not subordinate the Lease to any mortgage or other encumbrance or permit, agree or consent to any such subordination; and not sublease greater than twenty-five percent (25%) of the premises demised under the Lease or assign the Lease.

3. The Assignor grants to the Assignee the right, upon or at any time or times after the occurrence or existence of a default by the Assignor under the Lease, to cure any such default(s) under the Lease, if the Assignee so elects.

4. At the Assignor's sole cost and expense, the Assignor will appear in and defend any action growing out of or in any manner connected with the Lease or the obligations or liabilities of the lessor, the Assignor or any guarantor thereunder.

5. Should the Assignor fail to do any act as herein provided, then the Assignee may, but without obligation to do so, make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the Assignor contained in the Lease, and in exercising any such powers paying necessary court costs, attorneys' fees, and expenses; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate from time to time applicable under the Notes, and the same shall be included as Obligations and shall be secured hereby and by any and all other collateral at any time given by the Assignor to the Assignee to secure the obligations.

6. After the occurrence of any default respecting any Obligations, the Assignee, at its option, without notice, and without regard to the adequacy of security for the Obligations, either in person or by agent, with or without bringing any action or proceeding, may enter upon, take possession of, and operate the premises demised under the Lease; enforce or modify the Lease, further assign the rights of the lessee under the Lease, without any right of redemption by the Assignor; and, in general, do any acts which the Assignee deems proper to protect the security hereof or which the lessee under the Lease shall have the right to do; provided, however, that the Assignee must assume the Assignor's obligations under the Lease if the Assignee assumes the Assignor's rights under the Lease.

7. The Assignor warrants that (a) the Assignor has not executed any prior assignment of any of its rights under the Lease; (b) the Assignor has not done anything which might prevent the Assignee from, or limit the Assignee in, operating under any of the provisions hereof or of the Lease; (c) there is no default, and no event has occurred which with the giving of notice or the passage of time or both would constitute a default, by the Assignor under the Lease; (d) the Lease is in full force and effect and has not been modified in any respect; and (e) the copy of the Lease, and of the assignment thereof to the Assignor, if any, annexed hereto as Exhibit "A" is a true and complete copy thereof.

8. The Assignee shall not be obligated to perform or discharge any obligation under the Lease except as provided in Section 6 hereof, under or by reason of this Assignment, and the Assignor hereby agrees to indemnify and hold harmless the Assignee from and against any and all liability, loss, damage, cost, or expense which the Assignee may or might incur under the Lease or under or by reason of this Assignment, and from and against any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease, without limitation of the foregoing, it is further understood that this Assignment shall not at any time operate to place responsibility upon the Assignee for the control, care, management or repair of the premises demised under the Lease, nor for the carrying out of any of the provisions of

the Lease, nor shall it operate to make the Assignee responsible or liable for any waste committed on said premises by the Assignor or any other parties, or for any dangerous or defective condition of said premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any person. Should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses, and attorneys' fees, together With interest thereon at the rate from time to time applicable under the Notes, shall be included as Obligations and shall be secured hereby and by any and all collateral at any time given by the Assignor to the Assignee to secure the Obligations, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

9. (a) The rights of the Assignee hereunder shall not be affected by any extensions, renewals, indulgences, settlements, or compromises respecting any Obligations; by the release of any party primarily or secondarily liable respecting any Obligations; or by the taking or release by the Assignee of any security for any Obligations or for the performance by any party primarily or secondarily liable respecting any Obligations.

(b) No delay or omission on the part of the Assignee in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

(c) All the Assignee's rights and remedies, whether evidenced hereby or by any other agreement or instrument, or whether otherwise available, shall be cumulative.

(d) Any demand or notice which any party may be required to or may elect to give shall be effective when deposited in the mails or delivered to a telegraph or wireless company addressed to the parties at their respective addresses shown at the beginning of this Assignment, or such other address as any party may specify by written notice actually received by the other party.

(e) All rights of the Assignee hereunder shall inure to the benefit of its successors and assigns and this Assignment shall bind the Assignor's successors and assigns.

(f) If any provision hereof shall be invalid or unenforceable in any respect, the remaining provisions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.

(g) No consent, approval, or waiver shall be binding on the Assignee unless in writing.

(h) This Assignment and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

(i) Nothing herein shall be construed to diminish the rights or obligations of the Lessor except as expressly provided herein.

WITNESS the execution hereof, as a sealed instrument, as of the 23 day of April, 1984.

MASADA COMMUNICATIONS, INC.

By: Joseph E. Gibbs
Joseph E. Gibbs, Treasurer

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph E. Gibbs whose name as Treasurer of Masada Communications, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of April, 1984.

Sheron B. Greer
Notary Public



ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, and for other good and valuable consideration, the receipt of which is hereby acknowledged by Cablevision Company, Inc. (the "Assignor"), the Assignor hereby grants, transfers and assigns to Masada Communications, Inc. (the "Assignee"), and to the successors and assigns of the Assignee, all right, title and interest of the Assignor, as lessee, in and to that certain lease dated September 15, 1979, between Eastern Dixie Properties, Inc. and Assignor, as lessee, a copy of which lease is annexed hereto as Exhibit "A", which is incorporated by reference herein, together with any modifications, extensions or renewals thereof, and all benefits accruing to the Assignor thereunder (said lease, together with all such modifications, extensions, renewals and benefits being hereinafter referred to as the "Lease").

WITNESS the execution hereof, as a sealed instrument, as of the 23 day of April, 1984.

Cablevision Company, Inc.

By 

Its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TERRY W. JOHNSON whose name as PRESIDENT of Cablevision Company, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

April, 1984. Given under my hand and official seal this 23 day of


Notary Public

[NOTARIAL SEAL]

COMMERCIAL LEASE

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

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER, 1976

LEASE FORM
150-ZSSCO

STATE OF ALABAMA }
Jefferson County }

This lease made this 15th day of SEPTEMBER 1979 by and between
EASTERN DIXIE PROPERTIES, I.C., 1220 ROBERT NEW DRIVE, PUEBLO, CO.
hereinafter called "Lessor", by CABLE VLSIC, CO., INC., 4001 10th WHEELING DR.
as agent for the Lessor and by PELEHAM, ALABAMA - 36864
hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of
PELEHAM, ALABAMA, to-wit:

OFFICE WAREHOUSE APPROXIMATELY 150 SQ. FT., WHEELING DRIVE,
PELEHAM, ALABAMA

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as

Use

OFFICE WAREHOUSE

Term

and for no other or different use of purpose, for and during the term of SIX (6) MONTHS beginning on 15th day of SEPTEMBER 1979 and ending on the 1st day of MARCH, 1980

Rent

1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent, E.D.P., I.C.
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of
4. TWO HUNDRED & 00/100 DOLLARS (\$ 200.00) per month,
5. being at the rate of TWENTY FOUR HUNDRED & 00/100 DOLLARS (\$ 2400.00) per annum.
6. Lessee agrees that a Service and Bookkeeping charge of 2% shall become due and payable each
7. and every month that the rent has not been received in the office of E.D.P., I.C. by the 10th of the month.
8. Should premises be completed and turned over to Lessee either prior to, or after
9. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
10. next calendar month.

Quiet
Enjoyment

Condition of
Premises

11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
12. possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-
13. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-
15. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with
16. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Roof

18. 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 will
19. 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
20. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the
21. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
22. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf
24. of, the Lessor, other than willfully wrongful acts of Lessor.

Air
Conditioning
and Signs

25. In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building
26. hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof
27. leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-
28. ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Roof and
Drains, etc.,
Debris On

29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs

31. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any
32. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee and
34. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable,
35. wear and tear excepted.

Inspection
and Showing

36. However, Lessor reserves the right to enter said premises and to make such repairs and to work on or about
37. premises as Lessor may deem necessary or that Lessor may be lawfully required to make. Lessor reserves the right
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers,
39. and the right to display "For Sale" and "For Rent" signs on said premises.

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Reinstatement	125.	If this lease is terminated by the Lessor for any reason, including non-payment or rent, and the Lessee pays the rent, attorneys' fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.
	126.	
	127.	
	128.	
Improvements and Additions Property of Lessor	129.	All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, 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 complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.
	130.	
	131.	
	132.	
	133.	
Fire & Other Casualty	134.	In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor 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 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 on 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 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.
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	145.	In the event the repairing and restoring of the buildings 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 giving written notice to Lessor 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.
	146.	
	147.	
	148.	
Transfer or Assignment, Conditions	149.	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 be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee 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 is consummated 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 \$
Lease Assignment Fee Clause	150.	
	151.	
	152.	
Notices and Demands	153.	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 may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.
	154.	
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	156.	
Agents Commission Agreement	157.	THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.
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	168.	Lessor in consideration of the services rendered by _____ as agent of _____ Lessor in leasing said premises to Lessee, does hereby authorize said _____ its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said _____ its successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, (an amount equal to _____ per cent of all rents paid by virtue thereof, whether or not affected by _____ or any other person, firm or corporation, or whether or not said rent is paid direct to _____ its successors or assigns, payment of said commissions to be made as and when rents are received by the Lessor, its successors or assigns, and the said _____ its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.
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	179.	As a further consideration for the services rendered by _____ if the term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent _____ % of all rents paid as commission instead of the aforementioned _____ % provided for in the preceding paragraph; if the term of this lease is in excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding paragraph, said agent shall be entitled to receive _____ rent payable hereunder, or, if this lease term is for three years or more, to receive _____ rent payable hereunder, but percentage commission stated above shall not apply on said first month's rent; and this additional _____ rent commission shall not be paid to the agent for any lease renewal or extension to the herein named Lessee.
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	190.	In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have earned, provided the lease had not been cancelled or terminated.
	191.	
	192.	
Agents Repair and Improvement	193.	If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the cost of which exceeds \$ _____, and if the agent supervises the same, the Lessor agrees to pay the said agent a reasonable fee for the additional services rendered.
	194.	
	195.	
Lessee Will Hold Harmless	196.	Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.
	197.	
	198.	
	199.	
Waiver of Subrogation Rights	200.	Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.
	201.	
	202.	
	203.	
Holdover	204.	Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.
	205.	
	206.	
Non-Waiver	207.	The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of
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	209.	
	210.	
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Failure of Lessee to Repair	40.	Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor 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 alterations, 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 before work is contracted or let.
Signs	44.	No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
	45.	The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future.
Alterations and Improvements by Lessee	47.	Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor 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, air conditioning 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 the applicable laws or ordinances. Lessor 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 elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. 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 premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor 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.
Upkeep	53.	
Compliance With Law	54.	
	55.	
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	57.	
	58.	The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.
	59.	
	60.	
Public Liability Insurance And Indemnity	61.	Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$
	62.	insuring Lessee, Lessor, and Lessor's Agents, Servants, and employees (as an additional assured) 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. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.
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Defects In Premises	69.	Lessor 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 appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.
	70.	
	71.	
Snow, Ice, Trash	72.	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 harmless from all damages or claims arising out of the Lessee's failure to so do.
	73.	
	74.	
Events of Default	75.	Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.
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Removal of Goods	98.	The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.
	99.	
Acceleration of Rent	100.	Upon termination or breach of this lease or 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 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. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in 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 upon 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 payments 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 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 any State or the United States.
	101.	
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	104.	
Default—Attorney Fee and Cost	105.	
	106.	
	107.	
	108.	
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	110.	
Waiver of Exemptions	111.	
	112.	
Abandonment	113.	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 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 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.
	114.	
	115.	
	116.	
Re-Letting	117.	
	118.	
	119.	
	120.	
Re-Entry, etc., No Bar	121.	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 Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor 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.
	122.	
	123.	
	124.	

Non-Waiver
Eminent
Domain and
Condemn-
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata re-
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean
Premises
Upon
Termina-
tion, etc.
227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and
Insurance
230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum
Clause
235. This lease consists of _____ pages together with an Addendum of _____ pages which is attached hereto,
236. initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-
239. trator, heirs, assigns or successor.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

AND FROM YEAR TO YEAR THEREAFTER, provided, however, that
or

either the Lessor or Lessee may terminate this lease on the

_____ day of _____, 19____,

_____ day of _____, 19____, or thereafter

by either party giving the other party at least thirty (30)

days written notice in writing to the other party.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of _____, 19____.

Agent

Witness for Lessor:

STATE OF ALA. SHELLEY CO.
I CERTIFY THIS
INSTRUMENT FILED

1984 APR 26 PM 2:00

TAX PAID ON U.C.C.

JUDGE OF PROBATE

_____ (Lessor)

STATE OF ALA. SHELLEY CO.

Rec 15.00
Jud 1.00
16.00

_____ (L. S.)

_____ Lessee

Witness for Lessee:

_____ (L. S.)

Lessee