

8952

COLLATERAL ASSIGNMENT

OF

LEASE OR LEASES



19770523000049410 1/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

This ASSIGNMENT, made the 23rd. day of May, 1977, by Pelham Properties, Ltd., a Limited Partnership, hereinafter referred to as the Assignor, (which term as herein used shall be construed to include the plural thereof if the context so requires) to The First National Bank of Mobile, hereinafter referred to as the Assignee:

W I T N E S S E T H:

BOOK 20 PAGE 133

THAT the Assignor for good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to the Assignee the entire Lessor's interest in and to a certain lease (which term as herein used shall be construed to include the plural thereof if the context so requires) between Dale Parker and Georgia Marble Company, Inc., a corporation, dated January 21st, 1977, a copy of which is attached hereto and made a part hereof as if fully set out herein as Exhibit "B", and that certain lease between Dale Parker and Lewis P. White, F. E. White, C. C. White and L. H. White, Jr., dated May 12, 1976, a copy of which is attached hereto as Exhibit "C", and that certain lease between Pelham Properties Ltd., and Parker Supply Company, Inc., dated May 23rd, 1977, a copy of which is attached as Exhibit "D",

TOGETHER with all rents, income and profits arising from said lease and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said lease or in the mortgage hereinafter referred to and, at the option of the Assignee, from all leases upon said premises which may be executed in the future during the terms of this Assignment.

THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF SECURING:

1. The payment of the principal sum, interest and indebtedness evidenced by a certain note, including any amendments, extensions or renewals thereof, in the original principal sum of

Seven Hundred Four Thousand- - - - - (\$704,000.00)

DOLLARS, made by Pelham Properties, Ltd., a Limited Partnership, to The First National Bank of Mobile

and dated the 23rd. day of May, 1977, and secured by a mortgage (it being agreed that the word "mortgage" as herein used shall be construed to mean "trust deed" or "deed to secure debt" if the context so requires) on real property situated in the County of Shelby, State of Alabama, and more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof.

19770523000049410 2/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

2. Payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment or of said note and mortgage.

3. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein or in said note and mortgage.

THE ASSIGNOR WARRANTS that the Assignor is the sole owner of the entire Lessor's interest in said lease; that said lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the Lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said lease has been assigned or anticipated and that no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of said lease.

THE ASSIGNOR COVENANTS with the Assignee to observe and perform all the obligations imposed upon the Lessor under said lease and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said lease or from the premises described in said mortgage in advance of the time when the same shall become due; not to execute any other assignment of Lessor's interest in said lease or assignment of rents arising or accruing from said lease or from the premises described in said mortgage; not to alter, modify or change the terms of said lease or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, or cancel or terminate said lease or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of, Lessee thereunder; not to alter, modify or change the terms of any guaranty of said lease or cancel or terminate such guaranty without the prior written consent of the Assignee; not to consent to any assignment of or subletting under said lease, whether or not in accordance with its terms, without the prior written consent of the Assignee; at the Assignee's request to assign and transfer to the Assignee any and all subsequent leases upon all or any part of the premises described in said lease or said mortgage and to execute and deliver at the request of the Assignee all such further assurances and assignments in the premises as the Assignee shall from time to time require.

THIS ASSIGNMENT IS MADE ON THE FOLLOWING TERMS AND CONDITIONS:

1. So long as the Assignor shall not be in default

under the provisions of the note, mortgage or lease, Assignor shall be privileged to collect the rents due under the lease, as, but not before, the same is due.

2. Should the Assignor default in any payment or covenant required to be made or kept, Assignee, without the institution of any legal proceedings, shall be privileged to collect any sums due under the lease, to expend therefrom such sums as it deems necessary for the maintenance of the leased property, and apply any excess to the payment of the indebtedness secured hereby. Such action shall not constitute a waiver of any other rights granted the Assignee under the note and mortgage.

3. During any period during which Assignee is collecting rent hereunder, the Assignee shall not be responsible for the care or management of the premises, nor for the carrying out of any of the terms and conditions of said lease, nor liable for any loss or damage sustained by Assignor.

4. Upon payment in full of the indebtedness evidenced by the note this Assignment shall be void and of no effect.

5. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

6. In case of any conflict between the terms of this instrument and the terms of the mortgage described above, the terms of the mortgage shall prevail.

7. All rights granted hereunder shall be cumulative and in addition to the rights, powers and privileges granted under the note and mortgage. Any action taken hereunder may be taken prior to, simultaneously with or after any action taken under said note or mortgage, and shall not affect any rights thereunder.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of the Assignee and any subsequent holder of the said note and mortgage and shall be binding upon the Assignor, heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgaged premises.

SIGNED and SEALED the day and year first above written

19770523000049410 3/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

PELHAM PROPERTIES, LTD.,
A Limited Partnership

By: Johnnie W. Slaton
Johnnie W. Slaton, General
Partner

BOOK
20 PAGE 135

EXHIBIT "A"



19770523000049410 4/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

PARCEL ONE:

A parcel of land located in the Southeast Quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the Northeast corner of the Southeast quarter of the Northwest quarter of said Section 14; thence in a Westerly direction the North line of said 1/4-1/4 Section a distance of 338.75 feet; thence 90 degrees left, in a Southerly direction a distance of 699.07 feet to the point of beginning; thence 180 degrees in a Northerly direction a distance of 150.0 feet to a point on a curve to the right, said curve having a central angle of 21 degrees 09 minutes 30 seconds and a radius of 242.71 feet; thence 90 degrees right to tangent of said curve; thence in a Southeasterly direction a distance of 89.63 feet along arc of said curve to end of said curve and beginning of a curve to the left, said curve having a central angle of 18 degrees 15 minutes and a radius of 647.58 feet; thence in a Southeasterly direction along arc of said curve a distance of 206.27 feet to end of said curve; thence continue in a Southeasterly direction a distance of 225.0 feet to the beginning of a curve to the right, said curve having a central angle of 5 degrees 37 minutes and a radius of 2013.57 feet; thence along arc of said curve in a Southeasterly direction a distance of 197.39 feet to end of said curve; thence continue in a Southeasterly direction a distance of 104.80 feet to the beginning of a curve to the left, said curve having a central angle of 5 degrees 04 minutes 17 seconds and a radius of 2227.17 feet; thence along arc of said curve in a Southeasterly direction a distance of 197.13 feet; thence 89 degrees 52 minutes 17 seconds right, measured from tangent of said curve, in a Southerly direction a distance of 367.58 feet to the beginning of a curve to the left, said curve having a central angle of 14 degrees 00 minutes and a radius of 1107.66 feet; thence along arc of said curve, in a Southeasterly direction a distance of 270.65 feet to end of said curve; thence continue in a Southeasterly direction a distance of 39.56 feet to the intersection of the Northeast right of way of Atlantic Coast Line Railroad; thence 136 degrees 28 minutes 30 seconds right, continuing along said right of way in a Northwesterly direction a distance of 1205.74 feet to the point of beginning. Said parcel contains 8.474 acres.

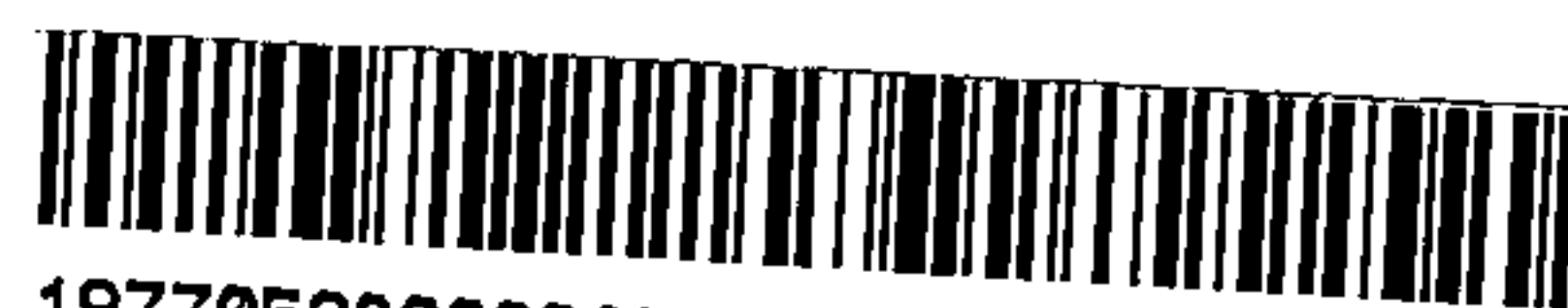
Situated in the Town of Pelham, Shelby County, Alabama.

PARCEL TWO:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northeast corner of the Southeast 1/4 of the Northwest 1/4 of said Section 14; thence in a Westerly direction along the North line of said 1/4-1/4 Section a distance of 338.75 feet, thence 90 degrees left in a Southerly direction a distance of 549.07 feet to a point on a curve to the right, said curve having a central angle of 21 degrees 09 minutes 30 seconds and a radius of 242.71 feet, thence 90 degrees left to tangent of said curve, thence in a Southeasterly direction a distance of 89.63

feet along arc of said curve to end of said curve and beginning of a curve to the left, said curve having a central angle of 18 degrees 15 minutes and a radius of 647.58 feet, thence in a Southeasterly direction along arc of said curve a distance of 206.27 feet to end of said curve, thence continue in a Southeasterly direction a distance of 225.0 feet to the beginning of a curve to the right, said curve having a central angle of 5 degrees 37 minutes and a radius of 2013.57 feet, thence along arc of said curve in a Southeasterly direction a distance of 197.39 feet to end of said curve, thence continue in a Southeasterly direction a distance of 104.80 feet to the beginning of a curve to the left, said curve having a central angle of 5 degrees 12 minutes and a radius of 2227.17 feet, thence continue along arc of said curve in a Southeasterly direction a distance of 197.13 feet to the point of beginning; thence continue along arc of said curve a distance of 5.0 feet to end of said curve, thence continue in an Easterly direction a distance of 25.0 feet, thence 90 degrees right in a Southerly direction a distance of 367.57 feet to the beginning of a curve to the left, said curve having a central angle of 14 degrees 00 minutes and a radius of 1077.66 feet, thence along arc of said curve in a Southeasterly direction a distance of 263.32 feet to end of said curve and the beginning of a curve to the right, said curve having a central angle of 39 degrees 44 minutes 05 seconds and a radius of 80.62 feet, thence along arc of said curve in a Southwesterly direction a distance of 55.91 feet to the intersection of the Northeast right of way of Atlantic Coast Line Railroad, thence 96 degrees 44 minutes 12 seconds right, measured from tangent of said curve, along said right of way in a Northwesterly direction a distance of 16.52 feet thence 43 degrees 31 minutes 30 seconds right in a Northwesterly direction a distance of 39.56 feet to the beginning of a curve to the right, said curve having a central angle of 14 degrees 00 minutes and radius of 1107.66 feet, thence along arc of said curve in a Northwesterly direction a distance of 270.65 feet to end of said curve, thence continue in a Northerly direction of 367.58 feet to the point of beginning.

Said parcel contains 0.464 acres.



19770523000049410 5/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

STATE OF ALABAMA }
Jefferson County }

COMMERCIAL LEASE

THIS LEASE, made this 21st day of January, 1977

by and between Dale Parker

hereinafter called "Lessor", of the one part, and by Georgia Marble Company Inc.,
A Corporation.



19770523000049410 6/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

hereinafter called "Lessee", of the other part:

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

A 50'x100' Butler Type Metal Warehouse Building and 30'x40' Office Building to be constructed by Lessor for Lessee's use and occupancy situated on a parcel of land of approximately two acres in the Pelham Industrial Park Pelham, Alabama. All according to drawings and plot plans consisting of three pages, as prepared by Butler Manufacturing Company, dated December 1, 1976 attached hereto, initialed by the parties, and made a part hereof.

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 Office & Warehouse

and for no other or different use of purpose, for and during the term of Five years
beginning on 15th day of April, 1977

and ending on the 31st day of March, 1982

- 1 IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor's Agent,
2 C.B.Holliman Company P.O.Box 20129 Birmingham, Alabama 35216.
3 on the first day of each month of said term, in advance, as rent for said premises, the sum of
4 Thirteen Hundred & Fifty & NO/100- - DOLLARS (\$1,350.00) per month.
5 being at the rate of Sixteen Thousand Two Hundred DOLLARS (\$16,200.00) per annum.
6 ~~Lessee agrees that a Service and Bookkeeping charge of~~ shall become due and payable each and
7 ~~every month that the rent has not been received in the office of~~
8 ~~by the 15th of the month.~~
9 Should premises be completed and turned over to Lessee either prior to, or after April 15, 1977,
10 then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the
11 first day of the next calendar month.

Quiet
Enjoyment

Condition of
Premises

Roof

Air
Conditioning
and Signs

- 12 This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the
13 Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent
14 domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise
15 due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a
16 warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they
17 are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building.
18 or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and
19 accepts the same in the physical condition in which the same now exists (except as otherwise expressly pro-
20 vided herein.)
21 Should the roof of the building leak at any time during said term, due to no fault on the part of the
22 Lessee, the Lessor will repair the same within a reasonable time after being requested in writing by the Lessee
23 so to do, but in no event shall the Lessor be liable for damages or injuries arising from the failure to make
24 said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall
25 the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee here-
26 by expressly waiving the same. Lessor and its agents, shall not be liable for any deaths, injury, loss or damage
27 resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of, the
28 Lessor, other than willfully wrongful acts of Lessor.
29 In the event air conditioning equipment, or a part of any air conditioning equipment is installed on the
30 roof of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall
31 be responsible for repairing any roof leaks, attributable to such installation, during the term of this lease at
32 Lessee's sole cost and expense, but no such air conditioning equipment or sign may be installed until the con-
33 sent in writing of the Lessor is first had and obtained thereto.

Exhibit B.

Roof and
Drains, etc.,
Debris On

Repairs

Inspection
and Showing

Failure of
Lessee to
Repair

Signs

Alterations
and Improve-
ments By
Lessee

Upkeep

Compliance
With Law

Public
Liability
Insurance
And
Indemnity

Defects In
Premises

Snow, Ice,
Trash

Events of
Default

Removal
of Goods

Acceleration
of Rent

Default—
Attorney
Fee and Cost

Waiver of
Exemptions

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

37 Lessor shall not be obligated or required to make any other repairs or do any other work on or about said
38 premises or any part thereof, or the elevators therein, if any, or on or about any premises connected there-
39 with, but not hereby leased, unless and only to the extent herein agreed. All other portions of any building
40 hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall de-
41 liver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from
42 fire or other casualty excepted. However, Lessor reserves the right to enter upon said premises and to make
43 such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that
44 Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all
45 reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to
46 display "For Sale" and "For Rent" signs on said premises.

47 Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the prem-
48 ises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein
49 specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements
50 or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be
51 painted without the written consent of the Lessor before work is contracted or let. No signs of any character
52 shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
53 The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor
54 a waiver of, a restriction against alterations, additions, improvements or changes for the future.

55 Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may re-
56 place the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will re-
57 place all keys lost or broken, and will pay all bills for water, light and heat used on said premises. Lessee will
58 keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines
59 and other plumbing on said premises in such good order and repair and will do all repairs, modifications and re-
60 placements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any dam-
61 ages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said
62 elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing,
63 or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances
64 relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the
65 same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation
66 thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of
67 said building and said premises at all times.

68 The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the
69 Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949. Failure to pay said rental shall
70 constitute a default under the terms of this lease.

71 Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance pay-
72 ment of premiums, public liability insurance in an amount of not less than \$ 100,000.00 for injury to or death
73 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
74 one person as a result of one occurrence and for damage to property in the amount of \$ 100,000.00, or single
75 limit of \$ 300,000.00, insuring Lessee, Lessor, and Lessor's Agents, Ser-
76 vants, and employees (as an additional assured) against any liability that may accrue against them or either of
77 them on account of any occurrences in or about the demised premises during the term or in consequence of Les-
78 see's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request
79 furnish to Lessor certificates of all insurance required under this paragraph.

80 Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said build-
81 ing, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or
82 caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

83 If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground
84 adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto
85 clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or
86 claims arising out of the Lessee's failure to so do.

87 Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have
88 the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to
89 Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice
90 to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-
91 entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except
92 that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected
93 as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms
94 of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to re-
95 quire the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the
96 Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is here-
97 by given the right to sue therefor at any time after default. The events of default referred to herein are: fail-
98 ure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this
99 lease as and when the same become due, within ten (10) days after written demand for the payment thereof
100 is made by Lessor upon Lessee; the removal, attempt to remove or permitting to be removed from said prem-
101 ises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any
102 assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furni-
103 ture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee
104 in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or
105 against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the
106 Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment
107 by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the
108 same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales)
109 failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by
110 Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof
111 without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of
112 the terms, conditions or covenants on the part of the Lessee herein contained and failure of the Lessee to
113 remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.

114 The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other
115 than in the regular course of Lessee's trade or business without having first paid all rent due or to become
116 due under the terms of this lease.

117 Upon termination of this lease or re-entry upon said premises for any one or more of the causes set forth
118 above, or upon any termination of this lease or re-entry of said premises, the rents provided for in this lease
119 for the balance of the original rental term and all other indebtedness to the Lessor owed by the Lessee, shall be
120 and become immediately due and payable at the option of the Lessor and without regard to whether or not pos-
121 session of the premises shall have been surrendered to or taken by the Lessor.

122 The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect
123 any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a
124 bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon
125 the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee
126 violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to
127 further secure the prompt payments of said rents, as and when the same mature, and the faithful perform-
128 ance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein
129 contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms,
130 conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal
131 property as exempt from levy and sale.



19770523000049410 7/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

Abandonment
Re-Letting
Re-Entry, etc., No Bar
Improvements and Additions Property of Lessor
Fire & Other Casualty
Transfer or Assignment, Conditions
Lease Assignment Fee Clause
Notices and Demands
Agents Commission Agreement
Agents Repair and Improvement Supervision Fee
Lessee Will Hold Harmless
Waiver of Subrogation Rights
Holdover

132 In the event the Lessee abandons the leased premises before the expiration of the term, whether volun-
133 tarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the
134 privilege at Lessor's option of re-entering and taking possession of said premises and leasing all or any por-
135 tion of said premises for such term and for such use deemed satisfactory to the Lessor, applying each month
136 the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the
137 terms of this lease and the balance to the Lessor and said leasing shall not release the Lessee from liability
138 hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month
139 for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved
140 hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of
141 the term hereof.

142 No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, con-
143 ditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition
144 broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfei-
145 ture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the
146 same, or to accelerate the maturity of the rents hereunder.

147 All improvements and additions to the leased premises shall adhere to the leased premises, and become the
148 property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fix-
149 tures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the
150 Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of with-
151 in contract have been complied with by Lessee and provided said Lessee restores the building and premises to
152 its original condition, normal wear and tear excepted.

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

169 In the event the repairing and restoring of the buildings can not be completed within four (4) months after
170 the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall
171 have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the
172 date of occurrence of said casualty. From the date of such damage or destruction until said building has been
173 substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

174 Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting
175 of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written con-
176 sent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the as-
177 signee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption
178 shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee ex-
179 pressed or implied in this lease.

180 If a lease Assignment is consummated for this Lessee or any one or more assignees before expiration term
181 of this lease then this Lessee or his subsequent Assignees shall pay a \$25.00 assignment fee to agent for each
182 and every lease assignment made.

183 All notices and demands authorized or required to be given to the Lessee under any provision hereof, may
184 be delivered to the Lessee in person or shall be conclusively deemed to have been delivered to the Lessee if the
185 same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper
186 postage affixed thereto. All notices herein authorized are required to be given to the Lessor by certified mail,
187 addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's
188 rental agent at that time authorized by the Lessor to service this lease.

189 THE COMMISSION PAYABLE TO THE AGENT IN THIS LEASE IS NOT SET BY THE BIRMINGHAM BOARD OF
190 REALTORS, BUT IS NEGOTIABLE BETWEEN THE LESSOR AND THE AGENT

191 Lessor in consideration of the services rendered by C.B.Holliman Company as agent of
192 Lessor in leasing said premises to Lessee, does hereby authorize said C.B.Holliman Company
193 its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof
194 and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the
195 Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said C.B.Holliman
196 Company its successors or assigns, for the services rendered in effecting this lease or any renewal, exten-
197 sion, or re-leasing as above provided, (an amount equal to 5% per cent of all rents paid by virtue thereof,
198 whether or not affected by C.B.Holliman Company or any other person, firm or corporation, or
199 whether or not said rent is paid direct to C.B.Holliman Company its successors or assigns, payment
200 of said commissions to be made as and when rents are received by the Lessor, its successors or assigns, and the said
201 C.B.Holliman Company its successors or assigns shall be entitled to said commission from the
202 present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the prop-
203 erty herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.

204 ~~As a further consideration for the services rendered by~~
205 ~~term of this lease is for twelve (12) months or less the Lessor~~
206 ~~paid a commission instead of the aforementioned % provided fo~~
207 ~~of this lease is in excess of one year and less than three years, Les~~
208 ~~sion provided in the preceding paragraph, said agent shall be enti~~
209 ~~rent payable hereunder, or, if this lease term is for three years or~~
210 ~~rent payable hereunder, but percentage commission stated above sh~~
211 ~~and this additional~~
212 ~~renewal or extension to the herein named Lessee.~~

213 In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, includ-
214 ing the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission
215 which the Agent would have earned, provided the lease had not been cancelled or terminated.

216 If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of
217 this lease, the cost of which exceeds \$200, two hundred dollars, and if the agent supervises the same, the Lessor
218 agrees to pay the said agent a reasonable fee for the additional services rendered.

219 Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and
220 suits caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and
221 save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to per-
222 sons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of
223 the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.

224 Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured
225 against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss
226 or damage results from their negligence or that of any of their agents, servants, employees, licensees or con-
227 tractors to the extent that such losses are covered by valid and collectable insurance on the property at the time
228 of the loss.

229 Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfei-
230 ture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance
231 and in no event a tenancy from month to month, or from year to year.

232 The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the
233 covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a
234 relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force
235 and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall

BOOK 20 PAGE 140

1977052300049410 8/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT
rent;
rent;



19770523000049410 9/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

Non-Waiver
Eminent
Domain and
Condemnation

Clean
Premises
Upon
Termination,
etc.

Taxes
and
Insurance

Addendum
Clause

236 not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed
237 to have been made unless expressed in writing, and signed by the Lessor.

238 If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the
239 exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event
240 the improvements are condemned and ordered torn down or removed by lawful authority, then the term of this lease
241 shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements
242 are ordered torn down or removed, whichever may be applicable, with the rent to be apportioned as of the date of
243 such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the de-
244 mised premises by eminent domain, the ground floor area of the building forming a part of the demised premises
245 is reduced by not more than twenty-five percent (25%), the Lessor may elect to continue the term of this lease
246 and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with storefront, signs
247 and interior of equal appearance and utility as they had previous to the taking, but there will be prorata reduction
248 of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the pre-
249 mises unless, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its elec-
250 tion to terminate this lease. The Lessor shall be entitled to receive all of the proceeds of any total or partial
251 taking of the demised premises by eminent domain, including any part of such award as may be attributable to
252 the unexpired leasehold interest or other rights of the Lessee in the premises, and the Lessee hereby assigns,
253 and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

254 The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will prompt-
255 ly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave
256 the floors, stairs, passageways, elevator and shafts as clean as it is possible to clean them by means of the use
257 of broom and shovel.

258 In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes,
259 special assessments, or insurance cost levied or assessed on the subject property owned by Lessor should be
260 increased over and above the Real Estate taxes, special assessments or insurance costs for the first full lease
261 year, then Lessee shall pay to Lessor as additional rent a pro-rata share of such increased taxes, special assess-
262 ments, or insurance costs which shall be in the proportion which the total area of the Leased Premises bears to
263 the total building area owned by the Lessor.

264 This lease consists of 4 pages together with an Addendum of One pages which is attached
265 hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed
266 portion of this lease and the Addendum, the terms of the Addendum shall prevail.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

It is further agreed that Lessee at its option, shall be entitled to the privilege of One (1) Five year extension of this Lease under the same terms and conditions except that the rental during the option period shall be established by the Lessee agreeing to protect Lessor monthly rental income of Thirteen Hundred and Fifty & NO/100 (\$1,350.00) Dollars during the rental period from the dangers of national inflation. At the time of the exercise of the option to renew said Lease by Lessee, the rent for the term of the Lease within the option period shall be determined as follows:

The rent for the period of the Lease immediately preceding the renewal period shall be adjusted to reflect the percentage increase, if any, in the cost of living index from the first day of the Lease during its initial term and the first day of the option period. The percentage changes, if any, in the cost of living index shall be these changes as published by the consumer price index of the U.S. Department of Labor for that period of time commencing on the first day of the initial term of the Lease as compared with the first day of the renewal term of said Lease. If there was an increase in the cost of living during said period, then the rent shall be increased by the percentage of said increase. In no event shall the option periods be for a rental of less than the rental as set forth herein above.

Such option privilege may be exercised by the Lessee giving to the Lessor's Agent notice in writing at least six months before the expiration of the initial term, stating the intention of the Lessee to exercise such option and the period for which such option is exercised and thereupon this Lease shall be so extended without the execution of any other or further document.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this 2, st

day of January, 1977

Agent

Witness for Lessor:

C. B. Hillman

W. T. Parker (Lessor)

GEORGIA MARBLE COMPANY

W. T. Aycock, V.P. (L. S.)
Lessee

Witness for Lessee:

J. C. Rogers

(L. S.)
Lessee

BOOK 20 PAGE 141

ADDENDUM TO LEASE

Dated January 2/ 1977

19770523000049410 10/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

By And Between DALE PARKER, AS LESSOR

And

GEORGIA MARBLE COMPANY, INC., AS LESSEE

INSURANCE

Lessee, at its expense, shall keep all buildings erected in and upon the leased premises insured for the benefit of Lessor and Lessee, as their respective interests may appear, against loss or damage by fire and windstorm and against such other risks as are covered by endorsement commonly known as supplemental or extended coverage, in responsible insurance companies authorized and licensed to issue such policies in Alabama and Lessee shall maintain and keep in force such insurance, at all times during the term of this Lease, in an amount not less than the full insurable value of said buildings. All such policies of insurance shall provide that the proceeds thereof shall be payable to Lessor and Lessee, as their respective interests may appear, and Certificates of such insurance shall be delivered to the Lessor.

Transfer or
Assignment,
Conditions

The following provision is hereby added to the paragraph headed "Transfer or Assignment Conditions" and designated lines 179-a and 179-b of said paragraph.

179-a The approval of any transfer, assignment or sub-letting of this
179-b Lease by Lessee, shall not be unreasonably withheld by Lessor.

Acceleration
of Rent

The following provision is hereby added to the paragraph headed "Acceleration of Rent" and designated lines 121-a and 121-b of said paragraph.

121-a Acceleration of the rent as provided for herein above in this
121-b Lease shall not be ~~unreasonably~~ instituted or imposed by Lessor.

Initials Lessee WTA

Initials Lessor DP

STATE OF ALABAMA)
SHELBY COUNTY)

For value received I, the undersigned, Dale Parker do hereby sell, assign, setover, transfer and convey all my rights in and to the within Lease to Pelham Properties Ltd., a Limited Partnership.

Witness my hand and seal this 23rd day of May, 1977.

WITNESS:

Dale Parker
Dale Parker

W. B. Holloman
Louis Manno

Birmingham fabricating

COMMERCIAL LEASE

STATE OF ALABAMA }
Jefferson County

THIS LEASE, made this 12th day of May, 1976

by and between Dale Parker
hereinafter called "Lessor", of the one part, and by

Lewis P. White, F. E. White, C.C. White and L. H. White, Jr.

hereinafter called "Lessee", of the other part:

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

A Metal Industrial Building situated in the Pelham Industrial Park, Shelby County, Alabama. Said building containing approximately 12,000 sq. feet.



19770523000049410 11/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

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 A metal fabricating shop

and for no other or different use of purpose, for and during the term of beginning on 1st day of May, 1976 and ending on the 30th day of April, 1979.

Rent 1 IN CONSIDERATION WHEREOF, the Lessee agrees to pay the Lessor's Agent, C. B. Holliman Co.

3 on the first day of each month of said term. in advance, as rent for said premises, the sum of 4 according to the terms as outlined below DOLLARS (\$) per mo. 5 being at the rate of DOLLARS (\$) per an.

6 Lessee agrees that a Service and Bookkeeping charge of shall become due and payable each 7 every month that the rent has not been received in the office of 8 by the 10th of the month.

9 Should premises be completed and turned over to Lessee either prior to, or after 10 then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on 11 first day of the next calendar month.

It is understood and agreed that Lessee presently has under lease until August 30, 1976 approximately 6,000 sq. feet of the above described property for which said Lessee pays \$500.00 monthly and that Lessee will pay an additional \$500.00 per month for the additional space occupied being a total rental of \$1,000.00 per month through August, 1976, and that beginning September 1, 1976 the monthly rental for the above described property shall be the sum of \$1,150.00 per month being at the rate of Thirteen Thousand Eight Hundred and No/100 Dollars (\$13,800.00) per annum for the remaining term of the said lease.

Quiet Enjoyment

Condition of Premises

Roof

Air Conditioning and Signs

12 This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to 13 Lessee in possession of said premises during said term, but shall not be liable for the loss of use by 14 domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall 15 due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed 16 warranty that said premises are in good condition or are fit or suitable for the use or purpose for which 17 are let. The Lessor or Lessor's agent have made no representations or promises with respect to said 18 or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises 19 accepts the same in the physical condition in which the same now exists (except as otherwise expressly 20 vided herein.)

21 Should the roof of the building leak at any time during said term, due to no fault on the part 22 Lessee, the Lessor will repair the same within a reasonable time after being requested in writing by the 23 so to do, but in no event shall the Lessor be liable for damages or injuries arising from the failure to 24 said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor 25 the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee 26 by expressly waiving the same. Lessor and its agents, shall not be liable for any deaths, injury, loss or 27 resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of 28 Lessor, other than willfully wrongful acts of Lessor.

29 In the event air conditioning equipment, or a part of any air conditioning equipment is installed on 30 roof of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee 31 be responsible for repairing any roof leaks, attributable to such installation, during the term of this lease 32 Lessee's sole cost and expense, but no such air conditioning equipment or sign may be installed until the 33 sent in writing of the Lessor is first had and obtained thereto.

Exhibit C

BOOK 20 PAGE 143

Roof and
Drains, etc.,
Debris On

Repairs

Inspection
and Showing

Failure of
Lessee to
Repair

Signs

Alterations
and Improve-
ments By
Lessee

Upkeep

Compliance
With Law

Public
liability
insurance
and
emnity

Defects In
Premises

Snow, Ice,
Trash

Events of
Default

Removal
of Goods

Acceleration
of Rent

Default—
Attorney
Fee and Cost

Waiver of
Exemptions

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

37 Lessor shall not be obligated or required to make any other repairs or do any other work on or about said
38 premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith;
39 but not hereby leased, unless and only to the extent herein agreed. All other portions of any building
40 hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall
41 deliver the demised premises to Lessor in good repair and condition, reasonable wear and tear and damage from
42 fire or other casualty excepted. However, Lessor reserves the right to enter upon said premises and to make
43 such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that
44 Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at
45 reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to
display "For Sale" and "For Rent" signs on said premises.

47 Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises
48 and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as hereinafter
49 specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements
50 or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be
51 painted without the written consent of the Lessor before work is contracted or let. No signs of any character
52 shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
53 The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor
54 a waiver of, a restriction against alterations, additions, improvements or changes for the future.

55 Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may re-
56 place the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will re-
57 place all keys lost or broken, and will pay all bills for water, light and heat used on said premises. Lessee will
58 keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines
59 and other plumbing on said premises in such good order and repair and will do all repairs, modifications and re-
60 placements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any dam-
61 ages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said
62 elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing
63 or any of them. Lessee will comply, at all times and in all respects, with all the applicable laws and ordinances
64 relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the
65 same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation
66 thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of
67 said building and said premises at all times.

68 The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the
69 Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949. Failure to pay said rental shall
70 constitute a default under the terms of this lease.

71 Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance pay-
72 ment of premiums, public liability insurance in an amount of not less than \$ 100,000.00 for injury to or death
73 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
74 one person as a result of one occurrence and for damage to property in the amount of \$ 100,000.00, or single
75 limit of \$ _____, insuring Lessee, Lessor, and Lessor's Agents, Ser-
76 vants, and employees (as an additional assured) against any liability that may accrue against them or either of
77 them on account of any occurrences in or about the demised premises during the term or in consequence of Les-
78 see's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request
79 furnish to Lessor certificates of all insurance required under this paragraph.

80 Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said build-
81 ing, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or
82 caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

83 If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground
84 adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto
85 clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or
86 claims arising out of the Lessee's failure to so do.

87 Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have
88 the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to
89 Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice
90 to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-
91 entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except
92 that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected
93 as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms
94 of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to re-
95 quire the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the
96 Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is here-
97 by given the right to sue therefor at any time after default. The events of default referred to herein are: fail-
98 ure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this
99 lease as and when the same become due, within ten (10) days after written demand for the payment thereof
100 is made by Lessor upon Lessee; the removal, attempt to remove or permitting to be removed from said prem-
101 ises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any
102 assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furni-
103 ture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee
104 in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or
105 against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the
106 Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment
107 by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the
108 same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales)
109 failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by
110 Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof
111 without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of
112 the terms, conditions or covenants on the part of the Lessee herein contained and failure of the Lessee to
113 remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.

114 The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other-
115 than in the regular course of Lessee's trade or business without having first paid all rent due or to become
116 due under the terms of this lease.

117 Upon termination of this lease or re-entry upon said premises for any one or more of the causes set forth
118 above, or upon any termination of this lease or re-entry of said premises, the rents provided for in this lease
119 for the balance of the original rental term and all other indebtedness to the Lessor owed by the Lessee, shall be
120 and become immediately due and payable at the option of the Lessor and without regard to whether or not pos-
121 session of the premises shall have been surrendered to or taken by the Lessor.

122 The Lessee will pay Lessor a reasonable attorney's fee in the event Lessor employs an attorney to collect
123 any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a
124 bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon
125 the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee
126 violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to
127 further secure the prompt payments of said rents, as and when the same mature, and the faithful perform-
128 ance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein
129 contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms,
130 conditions and covenants, or any of them, the Lessee does hereby waive any and all rights to claim personal
131 property as exempt from levy and sale.



19770523000049410 12/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

Abandonment

Re-Letting

Re-Entry, etc., No Bar

Improvements and Additions Property of Lessor

Fire & Other Casualty

Transfer or Assignment, Conditions

Lease Assignment Fee Clause

Notices and Demands

Agents Commission Agreement

Agents Repair and Improvement Supervision Fee

Lessee Will Hold Harmless

Waiver of Subrogation Rights

Holdover

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 of 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.

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 future, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let same, or to accelerate the maturity of the rents hereunder.

All improvements and additions to the leased premises shall adhere to the leased premises, and become 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 Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of 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.

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 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 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 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.

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.

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 assignees before expiration of this lease then this Lessee or his subsequent Assignees shall pay a \$25.00 assignment fee to agent for each and every lease assignment made.

All notices and demands authorized or required to be given to the Lessee under any provision hereof, shall be delivered to the Lessee in person or shall be conclusively deemed to have been delivered to the Lessee if 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 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.

THE COMMISSION PAYABLE TO THE AGENT IN THIS LEASE IS NOT SET BY THE BIRMINGHAM BOARD OF REALTORS, BUT IS NEGOTIABLE BETWEEN THE LESSOR AND THE AGENT

Lessor in consideration of the services rendered by C. B. Holliman & Co. as agent for Lessor in leasing said premises to Lessee, does hereby authorize said C. B. Holliman & Co. 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 Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said C. B. Holliman & Co. 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 5%) per cent of all rents paid by virtue thereof whether or not affected by C. B. Holliman & Co. or any other person, firm or corporation, whether or not said rent is paid direct to C. B. Holliman & Co. 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 C. B. Holliman & Co. 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.

As a further consideration for the services rendered by C. B. Holliman & Co. if term of this lease is for twelve (12) months or less, 5% of all rents shall be paid as commission instead of the aforementioned 5% of this lease is in excess of one year and less than three years, 7% of all rents shall be paid as commission; if the term of this lease is in excess of three years, 10% of all rents shall be paid as commission. C. B. Holliman & Co. 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.

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.

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 \$200, two hundred dollars, and if the agent supervises the same, the Lessor agrees to pay the said agent a reasonable fee for the additional services rendered.

Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims, suits 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.

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.

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.

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, relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force.



19770523000049410 13/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

First month's rent payable hereunder, but percentage commission shall be paid to the agent for any renewal or extension to the herein named Lessee.

Non-Waiver
Eminent
Domain and
Condemnation

Clean
Premises
Upon
Termination,
etc.

Taxes
and
Insurance

Addendum
Clause

236 not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed
237 to have been made unless expressed in writing, and signed by the Lessor.
238 If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include
239 exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the
240 the improvements are condemned and ordered torn down or removed by lawful authority, then the term of this lease
241 shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements
242 are ordered torn down or removed, whichever may be applicable, with the rent to be apportioned as of the date
243 such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the
244 demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises
245 is reduced by not more than twenty-five percent (25%), the Lessor may elect to continue the term of this lease
246 and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with storefront, sign
247 and interior of equal appearance and utility as they had previous to the taking, but there will be prorata reduction
248 of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the
249 premises unless, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its
250 election to terminate this lease. The Lessor shall be entitled to receive all of the proceeds of any total or partial
251 taking of the demised premises by eminent domain, including any part of such award as may be attributable to
252 the unexpired leasehold interest or other rights of the Lessee in the premises, and the Lessee hereby assigns
253 and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

254 The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will pro
255 ly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will
256 the floors, stairs, passageways, elevator and shafts as clean as it is possible to clean them by means of the
257 use of broom and shovel.

258 In the event that during the term of this lease or any renewal period thereof, the total real estate taxes
259 special assessments or insurance cost levied or assessed on the subject property owned by Lessor should
260 increased over and above the Real Estate taxes, special assessments or insurance costs for the first full
261 year, then Lessee shall pay to Lessor as additional rent a pro-rata share of such increased taxes, special assess
262 ments, or insurance costs which shall be in the proportion which the total area of the leased premises bears
263 to the total building area owned by the Lessor.

264 This lease consists of _____ pages together with an Addendum of _____ pages which is attached
265 hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the pr
266 portion of this lease and the Addendum, the terms of the Addendum shall prevail.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

This lease replaces and supersedes the lease
between the parties dated March 6, 1975 and
amended by Lease Extension Agreement dated
November 25, 1975.



19770523000049410 14/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this 12th

day of 17th May, 1976

Agent

Witness for Lessor:

Louise Thomas

Witness for Lessee:

Marion Fields

Dale Parker (Lessor)
Dale Parker

Lewis P. White (Lessee)
Lewis P. White

F. E. White (Lessee)
F. E. White

C. C. White (Lessee)
C. C. White

L. H. White, Jr. (Lessee)
L. H. White, Jr.

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 }

EXHIBIT "D"

This lease made this 23rd day of May 1977 by and between
Pelham Properties Ltd.

hereinafter called "Lessor", by

as agent for the Lessor and by Parker Supply Company Inc.,

hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of
Pelham Shelby County, Alabama, to-wit:

A Parcel of Land situated in The Pelham Industrial Park, Pelham
Shelby County, Alabama with the improvements thereon. Said
property occupied by Parker Supply Company Inc., as of the fore-
going date. Said Parcel being a part of the Southeast Quarter
of the Northwest Quarter and the Southwest Quarter of the
Northeast Quarter of Section 14, Township 20 South, Range 3 West
Shelby County, Alabama.



19770523000049410 15/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

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

Retail and or Wholesale Building Materials.

Term

and for no other or different use of purpose, for and during the term of ten months
beginning on the First day of June, 1977
and ending on the Thirty First day of March, 1978.

Rent

1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent, said Lessor
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of Six thousand
4. and NO/100- - - - - DOLLARS (\$ 6,000.00) per month,
5. being at the rate of Seventy Two Thousand - - - - - DOLLARS (\$ 72,000.00) per annum.
6. Lessee agrees that a Service and Bookkeeping charge of shall become due and payable each
7. and every month that the rent has not been received in the office of 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 upon said premises and to make such repairs and to do, such work on or about
37. said premises as Lessor may deem necessary or proper, 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.

Reinstatement

125. If this lease is terminated by the Lessor for any reason, including non-payment or rent, and the Lessee pays the rent, attorney's 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.

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.

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.

148. 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.

Transfer or Assignment, Conditions Lease Assignment Fee Clause

153. 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 \$~~
158. ~~assignment fee to agent for each and every lease assignment made.~~

Notices and Demands

160. 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.

Agents Commission Agreement

166. 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.

169. Lessor in consideration of the services rendered by as agent of
170. Lessor in leasing said premises to Lessee, does hereby authorize said
171. its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals
172. or extensions of the within lease, whether renewed or extended, or the premises
173. successors or assigns, and hereby agrees to pay to the said ee's
174. successors or assigns, for the services rendered in effecting this lease or any renewal its
175. (an amount equal to led, per cent of all rents paid by virtue thereof
176. or any other person, firm o
177. direct to its successors or assigns, payment of said commissions to be made
178. as and when rents are received by the Lessor, its successors or assigns, and the said
179. its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs,
180. successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements
181. and hereditaments herein described.

182. As a further consideration for the services rendered by if the
183. term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents paid as com-
184. mission instead of the aforementioned % provided for in the preceding paragraph, if the term of this lease is in
185. excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding
186. paragraph said agent shall be entitled to receive rent payable hereunder, or, if this lease term is
187. for three years or more, to receive rent payable hereunder, but percentage commission stated above
188. shall not apply on said first month's rent; and this additional rent commission shall not be paid
189. to the agent for any lease renewal or extension to the herein named Lessee.

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
191. the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have
192. earned, provided the lease had not been cancelled or terminated.

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
194. cost of which exceeds \$, and if the agent supervises the same, the Lessor agrees to
195. pay the said agent a reasonable fee for the additional services rendered.

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
197. caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and
198. 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
199. premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised
200. premises shall be at the sole risk of Lessee.

Waiver of Subrogation Rights

201. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under
202. fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their
203. negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered
204. by valid and collectable insurance on the property at the time of the loss.

Holdover

205. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred,
206. whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from
207. month to month, or from year to year.

Non-Waiver

208. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this
209. lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such
210. covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with
211. knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of
212. any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

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	56.	
	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.
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 \$ 100,000.00, 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.
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.
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.
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.
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.
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.
Default—Attorney Fee and Cost	105.	
Waiver of Exemptions	111.	
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.
Re-Letting	117.	
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.

BOOK 20 PAGE 149



19770523000049410 17/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

Non-Waiver
Eminent
Domain and
Condemn-
ation

Clean
Premises
Upon
Termina-
tion, etc.

Taxes and
Insurance

Addendum
Clause

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.

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.

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

~~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



19770523000049410 18/18 \$.00
Shelby Cnty Judge of Probate, AL
05/23/1977 12:00:00 AM FILED/CERT

BOOK 20 PAGE 150

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1977 MAY 23 PM 2:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. # 27.00
Ind. 1.00
\$ 28.00

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

23rd

day of May, 1977

PELHAM PROPERTIES Ltd.

By: Johnnie W. Slaton (Lessor)
Johnnie W. Slaton
General Partners

Witness for Lessor:

Robert E. Hagen

PARKER SUPPLY COMPANY INC., (L.S.)
Lessee

Witness for Lessee:

C. B. Holliman

By: Dale Parker (L.S.)
Dale Parker Its President

INITIAL
JWS

INITIAL
JWS