

239

LEASE AGREEMENT

LEASE, dated this 4th day of March, 1981, between CONTINENTAL AMERICAN LIFE INSURANCE COMPANY, a Delaware corporation, having their offices at 1100 King Street, P. O. Box 750, Wilmington, Delaware 19899 (hereinafter called "Lessor") and RIVERCHASE OFFICE PLAZA COMPANY, an Alabama general partnership, having their principal offices at One Riverchase Office Plaza, Suite 200, Birmingham, Alabama 35244 (hereinafter called "Lessee").

W I T N E S S E T H:

ARTICLE ONE

Demised Premises and Term

Lessor hereby lets and demises unto Lessee and Lessee hereby takes and hires from Lessor the land described in Schedule A attached hereto and hereby made a part hereof, together with all easements, rights and appurtenances thereto (hereinafter, as the same may be diminished pursuant to a partial taking thereof, called the "Demised Land"). Lessee is the owner of the footings and foundations, columns, piles, improvements, fixtures, equipment and other installations below ground level, as well as owner of the building and improvements erected thereon, situated and being above ground level and for which the land below such ground level furnishes a surface support (said building and improvements, and any replacements thereof, being hereinafter termed the "Building"), subject to the provisions of Article 17 of this Lease. It is the intention of the parties hereto that such reservation of the title to the Building shall not change the character of the Building as real property.

BOOK 331 PAGE 530

TO HAVE AND TO HOLD the same unto Lessee for and during the period from the date hereof until March 15, 1989 (hereinafter termed "Demised Term").

ARTICLE TWO

Rent During Demised Term

Section 2.01(a) Lessee covenants and agrees to pay to Lessor promptly when due without notice or demand and without deduction or offset of any amount for any reason whatsoever rent for the Demised Premises during the Demised Term as follows:

- (i) during the first five (5) Lease Years of the Demised Term (or until February 28, 1986), One Hundred Percent (100%) of the "Cash Flow" (as defined below); and
- (ii) during each Lease Year for the remainder of the Demised Term, Fifty Percent (50%) of the "Cash Flow" (as defined below).

(b) Payment of Cash Flow to Lessor shall be made at the times, and in accordance with the provisions of subparagraph (c) below. As used herein "Cash Flow"

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One Riverchase Office Plaza  
Suite 200  
Bham 35244*



shall mean "Gross Receipts" (as defined below) less "Operating Expenses" (as defined below).

"Gross Receipts", as used herein, shall mean the gross receipts of whatever nature of Lessee, attributable to each Lease Year (as defined below) of the Demised Term, from all sources derived from the operation of the Building, including, without limitation, gross rents, gross percentage, rents, receipts for services performed in, upon, or about the Building, receipts from telephones used in the Building, and all other gross receipts or commissions received by Lessee for any other services, operations, or transactions performed or taken place in, upon, or about the Building or Demised Land, whether similar or dissimilar to those hereinabove enumerated. Gross Receipts do not include moneys collected from any tenant of the Building to amortize capital leasehold improvements in accordance with the terms of that tenant's lease. Any space in the Building occupied by Lessee, any partner of Lessee, or any affiliated entity of Lessee or any partner of Lessee, or of any managing or leasing entity employed by Lessee, shall have attributable to it, and included in Gross Receipts, a rental amount equal to the then going rate for similar space in the Building.

"Operating Expenses", as used herein, shall mean all current cash expenditures, attributable to each Lease Year (as defined below) of the Demised Term, incurred incident to the normal operation and maintenance of the Building properly charged against current income in accordance with generally accepted accounting principles, including without limitation, all current interest payments and one-half of any principal payments under the Leasehold Mortgage, but specifically excluding any expenditures of a capital nature; provided, however, (i) that Operating Expenses (excluding current interest payments and one-half of principal payments under the Leasehold Mortgage, and also excluding commissions payable to cooperating brokers for new leases), deductible from Gross Receipts, during the first Lease Year shall not exceed \$57,750, and that Operating Expenses (excluding current interest payments and one-half of principal payments under the Leasehold Mortgage, and also excluding commissions payable to cooperating brokers for new leases), for each subsequent Lease Year shall not exceed the preceding Lease Year's allowable Operating Expenses by more than five percent (5%) (e.g. \$60,637.50 for the second Lease Year; \$63,669.38 for the third Lease Year, etc.); (ii) that any management or leasing fee or commission included in "Operating Expenses" shall not exceed five percent (5%) of Gross Receipts for that year and that no such commission shall be included in Operating Expenses to the extent it relates to any renewal of a lease for an existing tenant or affiliated entity thereof.

"Lease Year", as used herein, shall have the meaning ascribed to it in this subparagraph, namely: the first Lease Year shall begin on the date hereof and shall end on the last day of the calendar month immediately preceding the yearly anniversary hereof. Each successive year thereafter (commencing on the first day of the calendar month immediately following the expiration of the preceding Lease Year) shall



be deemed a separate Lease Year. If there shall be a period at the end of the Demised Term (whether or not such end of the Demised Term is due to an earlier termination of this Lease in accordance with the terms hereof) which is less than a full twelve-months, then such shorter period shall be considered a separate Lease Year.

(c) Within fifteen (15) days after the end of each calendar month during each Lease Year, Lessee shall furnish to Lessor a statement duly certified by the managing partner of Lessee setting forth the amount of Cash Flow during the preceding calendar month, and such statement shall specifically break down all items of Cash Receipts and Operating Expenses (as defined in subparagraph (b) above). Contemporaneously with the rendition of such statement, Lessee shall pay to Lessor Lessor's entitled percentage of Cash Flow for that calendar month as set forth in subparagraph (a) above; provided however, if, (i) for any previous Lease Year, or (ii) for any previous calendar month during the current Lease Year, there shall have been a negative Cash Flow, Lessee shall be entitled to a credit against the current month's Cash Flow in an amount equal to any unused prior negative Cash Flow.

Within sixty (60) days after the expiration of each Lease Year, Lessee shall furnish to Lessor a statement duly certified by a reputable certified public accountant of the State of Alabama who is actively engaged in the practice of his profession, setting forth the Cash Flow (with a detailed breakdown of Gross Receipts and Operating Expenses) during the entire preceding Lease Year, and contemporaneously with the rendition of such statement, Lessee covenants to pay to Lessor the amount by which the Cash Flow for the entire Lease Year taken as a whole exceeds the aggregate monthly payments of Cash Flow previously made (or credited against negative Cash Flow carried forward from previous Lease Years) on account of such Lease Year. If the aggregate amount of monthly payments of Cash Flow made (or credited against negative Cash Flow carried forward from previous Lease Years) by Lessee to Lessor shall be greater than the Cash Flow due for the Lease Year taken as a whole, then in that event, should an Event of Default not exist hereunder, the amount of such excess shall be applied by Lessor to the next succeeding installment or installments of Cash Flow due to Lessor hereunder; and if there shall be any such excess for the last Lease Year of the Demised Term, the amount thereof shall be refunded by Lessor to Lessee within sixty (60) days after the expiration of the Demised Terms provided an Event of Default does not then exist hereunder.

(d) At all times during the Demised Term, Lessee shall keep and maintain, either at the Building or at the address specified in the heading of this Lease, a full and accurate set of books adequately showing the amount of Gross Receipts and Operating Expenses received and incurred by Lessee in each Lease Year as aforementioned. Lessor, and his duly authorized representative, during the term hereof (but in no event more than 3 years following the expiration of the particular Lease Year in question), and within six (6) months following the expiration or termination of the Demised Term, shall have the right to inspect



Lessee's books and records and any other data in any way pertaining to Gross Receipts and Operating Expenses.

(e) It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Lessor and Lessee or between Lessor and any other party, or cause Lessor to be responsible in any way for the debts or obligations of Lessee or any other party.

(f) All amounts payable under Section 2.01 hereof, as well as all other amounts payable by Lessee to Lessor under the terms of this Lease, shall be payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the address given in the heading to this Lease, or at such other place within the continental limits of the United States as Lessor shall from time to time designate by notice to Lessee.

Section 2.02. It is intended that the rent provided for in this Lease shall be absolutely net to Lessor throughout the Demised Term, free of any taxes (except as provided in Section 3.07 hereof), costs, expenses, liabilities, charges or other deductions whatsoever, with respect to the Demised Land or Building and/or the ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation thereof.

Section 2.03. All installments of rent which shall not be paid within ten (10) days after the same shall have become due and payable shall bear interest at the rate of twenty percent (20%) per annum from the dates that the same become due and payable until paid, whether or not demand be made therefor.

### ARTICLE THREE

#### Expenses, Taxes and Other Charges And Obligations

Section 3.01. Lessee agrees that except as provided in Section 3.07 hereof, it will pay and discharge, as additional rent, punctually as and when the same shall become due and payable, each and every cost and expense of every kind and nature whatsoever, for the payment of which Lessor is, or shall or may be or become, liable by reason of any rights or interest of Lessor in or under this Lease, or by reason of, or in any manner connected with, or arising out of, the operation, maintenance, alteration, repair, rebuilding, use of occupancy of the Demised Land and the Building, or by any other reason whether similar or dissimilar to the foregoing, foreseen or unforeseen, connected with or arising out of the Demised Land, the Building or this Lease. Without in any way limiting the generality of the foregoing, Lessee agrees to pay all Annual Charges and other impositions relating to the Demised Land and Building, as set forth in Amendment No. 2 to the Declaration of Protective Comments, Agreements, Easements, Charges and Liens for Riverchase (Business), recorded in Misc. Volume 19, Page 633, et seq., as the same may be, from time to time, amended. Subject to the provisions of Section



3.04 and Section 3.07 hereof, Lessee further agrees that it will pay and discharge, as additional rent during the period in which the same shall be payable without penalty, all real estate taxes, taxes measured by rents, personal property taxes, water charges, sewer charges, vault charges, assessments (including, but not limited to, assessments for public improvements or benefits) and, except as provided in Section 3.07 hereof, all other governmental taxes, impositions and charges of every kind and nature whatsoever, whether or not now customary or within the contemplation of the parties hereto and regardless of whether the same shall be extraordinary or ordinary, general or special, unforeseen or foreseen (each such tax, water charge, sewer charge, assessment and other governmental imposition and charge which Lessee is obligated to pay hereunder being herein sometimes termed a "Tax"), which, at any time during the Demised Term, shall be or become due and payable by Lessor and which shall be levied, assessed or imposed

(i) upon or with respect to, or shall be or become liens upon, the Demised Land or the Building or any portion thereof or any interest of Lessor therein or under this Lease, or

(ii) upon or with respect to Lessor by reason of any actual or asserted engagement by Lessor, directly or indirectly, in any business, occupation or other activity in connection with the Demised Land or the Building or any portion thereof, or

(iii) upon or against, or which shall be measured by, or shall be or become liens upon, any rents or rental income, as such, payable to or on behalf of Lessor, in connection with the Demised Land or the Building or any portion thereof, or any interest of Lessor therein, or

(iv) upon or with respect to the ownership, possession, leasing, operation, management, maintenance, alteration, repair, rebuilding, use or occupancy of the Demised Land or the Building or any portion thereof, or

(v) upon this transaction or any document to which Lessee is a party creating or transferring an interest or an estate in the Demised Land, or

(vi) upon or against Lessor or any interest of Lessor in the Demised Land or the Building in any manner and for any reason whether similar or dissimilar to the foregoing,

under or by virtue of any present or future law, statute, ordinance, regulation or other requirement of any governmental authority whatsoever, whether federal, state, county, city, municipal or otherwise, it being the intention of the parties hereto that, insofar as the same may lawfully be done, Lessor shall be free from all such costs and expenses, and all Taxes, and that this Lease shall yield to Lessor not less than the annual rent (Cash Flow) reserved hereunder throughout the Demised Term.



Section 3.02. If by law any assessment for a public improvement with respect to the Demised Land and/or the Building is payable, or may at the option of the taxpayer be paid, in installments, Lessee may, whether or not interest shall accrue on the unpaid balance thereof, pay the same, and any accrued interest or any unpaid balance thereof, in installments as each installment becomes due and payable, but in any event before any fine, penalty, interest or cost may be added thereto for nonpayment of any installment or interest; provided, however, except as provided in the following paragraphs, that Lessee shall not be required to pay any such installment which becomes due and payable after the expiration of the Demised Term, except to the extent the same relates to any period during the Demised Term.

Upon the expiration or earlier termination of this Lease real estate taxes, assessments and other charges which shall be levied, assessed or become due upon the Demised Land and the Building or any part thereof shall be prorated to the date of such expiration or earlier termination.

Section 3.03. Lessee covenants to furnish to Lessor, promptly upon request, official receipts of the appropriate taxing authorities evidencing the payment of Taxes on the Demised Land and the Building.

Section 3.04. Notwithstanding anything to the contrary herein contained, if Lessee deems any Tax relating to the Demised Land or the Building excessive or illegal, Lessee may defer payment thereof so long as the validity or the amount thereof is contested by Lessee with diligence and in good faith; provided, however, that Lessee, upon request by Lessor, if Lessor shall deem that security is required in the exercise of good business judgment, shall furnish to Lessor a bond in form, and issued by a surety company, satisfactory to Lessor, in an amount equal to the amount of the Tax so contested, which bond shall guarantee the payment thereof with interest and penalties thereon; and provided further, that if at any time payment of the whole of such Tax shall become necessary to prevent the delivery of a tax deed conveying the Demised Land or any portion thereof because of nonpayment, then Lessee shall pay the same in sufficient time to prevent the delivery of such tax deed.

Section 3.05. Any proceeding or contest as to the validity or amount of any Tax, whether before or after payment, may be made by Lessee, in the name of Lessor or of Lessee, or both, as Lessee shall determine, and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such proceeding or contest to such extent as Lessee may reasonably request and shall execute any documents or pleadings reasonably required for such purpose. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceeding brought by Lessee, and Lessee covenants to pay, and to indemnify and save harmless Lessor from, any such costs or expenses. Lessee shall be entitled to any refund of any such Tax and penalties or interest thereon which have been paid by Lessee or which have been paid by Lessor and reimbursed to Lessor by Lessee.



Section 3.06. The certificate, advice or bill of the nonpayment of any such Tax, made or issued by the appropriate official designated by law to make or issue the same or to receive payment of any such Tax, shall be prima facie evidence that such Tax was due and unpaid at the time of the making or issuance of such certificate, advice or bill.

Section 3.07. It is expressly understood and agreed that Lessee shall not be required to pay or reimburse Lessor for (i) any federal capital levy, franchise tax, revenue tax, income tax or profits tax of Lessor, or any such tax imposed by the State of Delaware or State of Alabama after the date hereof, or (ii) any estate, inheritance, devolution, succession, transfer, stamp, legacy or gift tax which may be imposed upon or with respect to any transfer (other than stamp or transfer taxes in connection with a conveyance by Lessor to Lessee) of Lessor's interest in the Demised Premises, except as otherwise provided in Article 20 below.

#### ARTICLE FOUR

##### Use and Compliance With Laws, Etc.

Section 4.01. Lessee agrees that it will not use the Demised Land or Building nor shall it suffer or permit the same to be used, for any purpose other than as a rental office building.

Section 4.02. Lessee shall, throughout the Demised Term, and at no expense whatsoever to Lessor, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations and requirements of duly constituted public authorities, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same shall presently be within the contemplation of the parties hereto or shall involve any change of governmental policy or require structural or extraordinary repairs, alterations or additions and irrespective of the cost thereof, which may be applicable to the Demised Land and the Building, and the repair and alteration thereof including, without limitation, the fixtures and equipment thereof and the sidewalks, curbs and vaults, if any, adjoining the Demised Land or the use or manner of use of the Demised Land or the Building. Lessee accepts the Demised Land in the actual condition in which the same is as of the date of this Lease, and assumes all risks, if any, resulting from any present or future latent or patent defects therein or from the failure of said premises to comply with all legal requirements applicable thereto, and Lessee acknowledges that Lessor has made no representations and to the condition or manner of construction of the Building. Lessee further agrees that it will, at its own cost and expense, fully and faithfully perform and observe all requirements and conditions of all instruments recorded prior to or at date of the commencement of the Demised Term of this Lease and in any instrument recorded thereafter with the consent of Lessor and Lessee (unless an Event of Default exists, in which case, Lessee's consent shall not be necessary) or any easement or restriction appurtenant thereto insofar



as the same shall impose any obligation upon Lessor as owner of the Demised Land.

Section 4.03. Lessee shall have the right to contest by appropriate legal proceedings, without cost or expense to Lessor, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted by and at the expense of Lessee, that Lessor shall not thereby suffer any civil, or be subjected to any criminal, penalties or sanctions, and that Lessee shall properly protect and save harmless Lessor against any liability and claims for any such non-compliance or postponement of compliance, and provided, further, that, if Lessor shall deem that security is required in the exercise of good business judgment, Lessee shall, if requested to do so by Lessor, first furnish to Lessor a bond, in form and amount, and issued by a surety company satisfactory to Lessor, guaranteeing to Lessor compliance by Lessee with such law, ordinance, order, rule, regulation or requirement, and indemnifying Lessor against any and all liability, loss and damage which Lessor may sustain by reason of Lessee's failure or delay in complying therewith. Lessor shall have the right, but shall be under no obligation, to contest by appropriate legal proceedings, at Lessor's expense, any such law, ordinance, rule, regulation or requirement.

Section 4.04. Unless otherwise expressly provided in this Lease, this Lease shall not terminate, nor shall Lessee be entitled to any abatement of rent or reduction thereof, nor shall the respective obligations of Lessor and Lessee be otherwise affected, by reason of damage to or destruction of all or any part of the Building from whatever cause, the taking of the Demised Land or any portion thereof by expropriation or otherwise, the lawful prohibition of Lessee's use of the premises, the interference with such use by any private person or corporation, or by reason of any eviction by paramount title, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the annual rent and additional rent and charges payable by Lessee shall continue to be payable in all events unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

Section 4.05. Should the Building or other improvement on the Demised Land encroach upon any adjoining property, Lessee will, upon demand, at Lessee's expense, remove the encroaching portion of the Building or other improvement and restore the building or other improvement as nearly as practicable to its original condition.

## ARTICLE FIVE

### Public Utility Charges

Section 5.01. Lessee agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, telephone or other communication service



or other utility or service used, rendered or supplied to, upon or in connection with the Demised Land and the Building throughout the Demised Term. Lessee shall also at its sole cost and expense procure or cause to be procured any and all necessary permits, licenses or other authorizations required for the lawful and proper use, occupation, operation and management of the Demised Land and the Building. Lessee expressly agrees that Lessor is not, nor shall it be, required to furnish to Lessee or any other occupant of the Building, during the Demised Term, any water, sewer, gas, heat, electricity, light, power or any other facilities, equipment, labor, materials or services of any kind whatsoever.

## ARTICLE SIX

### Indemnification and Non-Liability of Lessor

Section 6.01. Lessee covenants and agrees, at its sole cost and expense, to indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person, firm, corporation or governmental authority, arising from the occupation, use, possession, conduct or management of, or from any work or thing whatsoever done in or about the Demised Land or Building during the Demised Term, or the subletting of any part thereof, and further to indemnify and save Lessor harmless against and from any and all claims arising from any condition of the Demised Land or Building, or of any vaults, passageways, or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licenses, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation, including any sublessee of Lessee, occurring during the Demised Term, in or about the Demised Land or Building or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable counsel fees, expense and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor covenants to resist or defend such action or proceeding by counsel satisfactory to Lessor, unless such action or proceeding is resisted or defended by any carrier of public liability insurance referred to in Section 10.03 hereof as authorized by the provisions of any policy of public liability insurance maintained pursuant to said Section 10.03. In the construction of the foregoing indemnity the term Demised Land shall mean the Demised Land including all rights and easements appurtenant thereto as affected by any covenants, agreements, easements, licenses or restrictions, express or implied, to which this letting is subject or may become or be found to be subject whether with or without the consent or knowledge of Lessee to the end that the intent of the parties as expressed in Section 2.02 hereof shall be effectuated; except for any action taken solely by Lessor, without the consent of Lessee (unless an Event of Default exists hereunder, in which case Lessee's consent shall not be required).

BOOK 331 PAGE 538



Section 6.02. Lessee covenants and agrees to pay, and to indemnify Lessor against, all costs and charges, including reasonable counsel fees, lawfully and reasonably incurred in obtaining possession of the Demised Land or Building after default of Lessee or upon expiration or earlier termination of the Demised Term, or in enforcing any covenant or agreement of Lessee herein contained.

Section 6.03. Lessee further covenants and agrees that Lessor shall not be responsible or liable to Lessee, or any person, firm or corporation claiming by, through or under Lessee for, or by reason of, any defect in the Building, or in any engines, boilers, elevators, machinery, electric wiring or fixtures, or other equipment or apparatus or appliances in the Building, or for any failure or defect of water, heat, electric light or power supply, or of any apparatus or appliance in connection therewith, or from any injury or loss or damage to persons or property resulting therefrom, and Lessor shall not be responsible or liable to Lessee, or any person, firm or corporation claiming by, through or under Lessee, for any injury, loss or damage to any persons or to the Demised Land or the Building, or to any property of Lessee, or of any other person, contained in or upon the Demised Land or the Building, caused by or arising or resulting from electric wiring, or plumbing, water, steam, sewerage, or other pipes, or by or from any machinery or apparatus, or by or from any defect in or leakage, bursting or breaking of the same, or by or from any leakage, running or overflow of water or sewerage in any part of said premises, or by or from any other defect whatsoever, or by or from any injury or damage caused by, arising or resulting from lightning, wind, tempest, water, snow or ice, in, upon or coming through or falling from the roof, skylight, trap-doors, windows, marquees, metal or glass awning over the sidewalk or otherwise, or by or from other actions of the elements, or from any injury or damage caused by or arising or resulting from acts or negligence of any occupant or occupants of adjacent, contiguous or neighboring premises, or any other cause whatsoever.

#### ARTICLE SEVEN

##### Maintenance and Repairs, Covenant Against Waste, and Right of Inspection

Section 7.01. Lessee shall, throughout the Demised Term, at no expense whatsoever to Lessor, take good care or cause good care to be taken of the Demised Land, the Building, and all other buildings and structures which are now or shall hereafter be constructed on, below, above or appurtenant thereto, including without limitation, and subject to the provisions of Articles Eleven and Twelve hereof, shall promptly make or cause to be made all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Demised Land, the Building and all other improvements to the Demised Land in good and lawful order and condition, wear and tear from reasonable use excepted. When used in this Article, the term "repairs" as applied to the Building and its equipment shall include



replacements, restoration and/or renewals when necessary. The provisions and conditions of Article Nine applicable to changes or alterations shall similarly apply to repairs required to be done by Lessee under this Article. Lessee expressly waives the right to make repairs at the expense of Lessor as provided for in any statute or rule of law in effect at the time of the execution of this Lease or any amendments thereof, or any other statute or rule of law which may be hereafter passed or become effective during the Demised Term. Lessor shall not be required to make any expenditure whatsoever for the maintenance or repair of the Demised Land or the Building.

Section 7.02. Lessee shall permit Lessor and any authorized representative of Lessor to enter the Demised Land and Building at all reasonable times during usual business hours for the purpose of inspecting the same, and, in the event Lessee has failed to commence work on any repair for a period of thirty days following written demand by Lessor, for the purpose of making any necessary repairs to the Demised Land and Building or performing any work thereon or therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority. The performance thereof by Lessor shall not constitute a waiver of Lessee's obligation to perform the same and Lessee shall pay to Lessor, promptly after demand therefor, all reasonable expenses incurred by Lessor in making such alterations or repairs. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damages of Lessee or any other occupant of the Building or part thereof, by reason of making repairs or the performance of any work on the Building or on account of bringing materials, supplies and equipment into or through the Building during the course thereof, and the obligations of Lessee under this Lease shall not thereby be affected in any manner whatsoever.

## ARTICLE EIGHT

### Liens

Section 8.01. Lessee shall not suffer or permit any mechanic's, laborer's or materialman's liens to stand against the Demised Land or the Building or any part thereof or against the interest of Lessee in the Demised Land by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Lessor, Lessee or anyone holding the Demised Land or the Building or any part thereof through or under Lessee. If any such lien shall at any time be filed against the Demised Land or the Building or any part thereof or against the interest of Lessee or Lessor in the Demised Land or the Building, Lessee shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, either by payment, deposit or bond. If Lessee shall fail to discharge any such lien within such period, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due by deposit in court or bond, and Lessor shall be entitled, if Lessor so elects, to compel the prosecution



of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor, with interest, costs and allowances. Any amount paid or deposited by Lessor for any of the aforesaid purposes, and all costs and other expenses of Lessor, including reasonable counsel fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the rate of 20% per annum from the date of payment or deposit, shall be payable by Lessee to Lessor as additional rent on the next succeeding rental payment date, as provided in Article 13.01 hereof.

Section 8.02. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Lessor, expressed or implied, by inference or otherwise, to any person or firm for any construction, rebuilding, alteration or repair of or to the Demised Land or the Building or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials, which might in any way give rise to the right to file any lien against Lessor's interest in the Demised Land.

## ARTICLE NINE

### Alterations

Section 9.01. Subject to the provisions of the next succeeding Section, Lessee may alter or add to the Building and other improvements on the Demised Land as it may elect provided that the alteration or addition does not have the effect of diminishing the value of the improvements on the property. All alteration, additions, removals, and replacements shall be done in a good and workmanlike way and shall comply with laws, regulations and requirements of municipal and other governmental departments having jurisdiction and any enforceable restrictions relating to the setback or character of improvements on the Demised Land. All alterations, additions or replacements shall be located wholly within the perimeter of the property comprising the Demised Land and shall be independent and not connected with improvements erected on adjoining property without the prior written consent of Lessor which will not be unreasonably withheld.

Section 9.02. Lessee's right to make alterations, replacements, and additions shall, in the case of any such work which may cost in excess of \$25,000, be subject to the following:

(a) If plans and specifications are necessary, or customarily prepared, in the making of the same, Lessee shall cause such plans and specifications to be prepared and will furnish copies thereof to Lessor for its approval prior to the commencement of such alterations, accompanied by a certificate signed by a responsible officer of Lessee stating the estimated cost of such alterations. If Lessor shall not have signified



its disapproval and the specific reasons for such disapproval within 30 days after delivery, the plans and specifications shall be deemed to have been approved by Lessor. Lessee further agrees that, before the commencement of any such alterations, it will file such plans and specifications with, and obtain the approval thereof by, all municipal or other governmental departments or authorities having jurisdiction thereof. The originals of all such approvals or certified copies thereof satisfactory to Lessor shall be delivered to and retained by Lessor. Lessor shall execute and deliver to Lessee such consents by Lessor as may be required by any such departments or authorities, it being understood, however, that any such consent or consents by Lessor shall not operate or be construed as a consent by Lessor to the filing of any lien or charge of any kind whatsoever against either Lessor or the Demised Land.

(b) Lessee shall procure and maintain such liability insurance, performance and labor and material bonds as Lessor may reasonably require in connection with such work.

(c) Lessee shall promptly pay and discharge all costs, expenses, damages and other liabilities which may arise in connection with or by reason of such work.

Section 9.03. Title to all alterations, replacements, and additions when made, erected, constructed, installed or placed upon, below or above the Demised Land shall be and remain in the Lessee, subject to the provisions of Article 17 of this Lease.

Section 9.04. All material salvaged in connection with any work which Lessee is permitted to do hereunder shall belong to Lessee.

## ARTICLE TEN

### Insurance

Section 10.1. Throughout the Demised Term, Lessee as its sole cost and expense, shall cause the Building and all equipment and fixtures appurtenant thereto to be insured in the name of Lessor, Lessee and Leasehold Mortgage (as defined in Article 25 below), if any, as their interests may appear, in amounts which, with respect to the coverages specified in clauses (i) and (ii) hereof, shall be not less than 80% of the full insurable value of such improvements exclusive of costs of excavation, foundation and footings, and in any event not less than an amount necessary to preclude the application of any requirement of co-insurance in the event of any casualty:

(i) against loss or damage by fire and against such other risks, of a similar or dissimilar nature, as such be insurable against under the



New York Standard Fire Insurance Policy or future forms of fire and extended coverage policies which are standard for use in New York State; and

(ii) against risk of war damage whenever such insurance shall be written when a state of war or public emergency exists or is threatened; and

(iii) if, and so long as, the Building shall be equipped with any boiler or boilers, against loss and liability resulting from property damage, personal injury or death, caused by explosion of boilers, heating apparatus or other pressure vessels on the Building, such insurance to be carried in such amounts as Lessor may reasonable require; and

(iv) against such other risks and in such amounts as Lessor shall, from time to time, reasonably require.

The policies of insurance required to be carried in accordance with this Section 10.01 shall contain a "Replacement Cost Endorsement." All insurance required by this Section 10.01 shall be issued by an insurer or insurers licensed and qualified to do business in Alabama and with a Bests' rating of at least A+:XV and having authority to underwrite such risks in Alabama, shall be evidenced by policies and issued by insurers, reasonable satisfactory to Lessor, and shall provide to the extent obtainable that such insurance, as to the interest of Lessor, shall not be invalidated by an act or omission of Lessee or any occupant of the Demised Land or Building, which might otherwise result in a forfeiture of said insurance. Any such policies shall contain, to the extent obtainable, an agreement by the insurer not to cancel such policy or materially alter its coverage except upon at least fifteen (15) days' prior written notice to Lessor. It is the intention of the parties hereto that Lessee shall procure, maintain in force at all times, pay for and deliver certificates evidencing the insurance hereinabove referred to at such times and in such manner that the interest of Lessor in the Building and other improvements on the Demised Land shall at all times during the Demised Term be protected and evidenced by, and Lessor shall be in possession of, valid and binding policies or contracts of insurance (or certificates evidencing the same) as herein required. All renewal binders or policies (or certificates evidencing the same) shall be delivered to Lessor not less than thirty (30) days prior to the expiration of the policy of policies to be renewed. All such policies shall provide that losses thereunder shall be adjusted and paid as provided in Section 10.02 hereof.

Section 10.02. Any loss to the Building and other improvements on the Demised Land shall be adjusted with the insurance company or companies by and at the cost of Lessee, provided, however, that if the loss shall be in excess of \$25,000, no final adjustment shall be made with the insurance company, or companies, without the written approval of Lessor. Losses shall be first payable to the



Leasehold Mortgagee pursuant to a New York Standard Mortgagee Clause, without contribution if obtainable, and any excess to Lessor to be applied and disbursed as provided in Article 11 below.

Section 10.03. Lessee further agrees that, throughout the Demised Term, it will maintain public liability insurance protecting Lessee and Lessor against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Demised Land or the Building, or any elevators or escalators therein or thereon, or in or about the adjoining streets, sidewalks and passageways, such insurance to afford protection to the limit of not less than \$500,000 in respect to injury or death to a single person and to the limit of not less than \$1,000,000 in respect to any one accident and to the limit of not less than \$100,000 in respect to property damage. All policies for such insurance shall be obtained by Lessee in any responsible carrier or carriers, qualified to do business in the State of Alabama, selected by Lessee and reasonably satisfactory to Lessor. Policies or certificates evidencing such insurance coverage and naming Lessee and Lessor as insureds, shall be delivered by Lessee to Lessor upon the execution of this Lease, and certificates evidencing renewal of such insurance shall be delivered to Lessor at least thirty (30) days prior to the expiration of any policy of such insurance. Any such policies shall contain, to the extent obtainable, an agreement by the insurers not to cancel such policies or materially alter their respective coverages except upon at least fifteen (15) days' prior written notice to Lessor.

Section 10.04. Lessor and Lessee each agree that it will cooperate with the other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance moneys that may be due in the event of, any loss or damage, and that it will execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance moneys, but the costs and expenses of all such actions and proceedings shall be paid by Lessee.

#### ARTICLE ELEVEN

##### Damage or Destruction, Application of Insurance Proceeds

Section 11.01. If, at any time during the Demised Term, the Building or any part thereof shall be damaged or destroyed by fire or any other casualty whatsoever, Lessee, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, shall proceed with reasonable diligence to repair, alter, restore, replace or rebuild the same so that the value of the Building shall be at least substantially equal to the value thereof immediately prior to such damage or destruction. (Such repairs, alterations, restoration, replacement or rebuilding are sometimes referred to in this Article as the "Work".)



Section 11.02. Except as otherwise provided in this Article, the conditions under which any of the Work is to be performed and the method of proceeding with and performing the same shall, if the cost thereof is to exceed \$25,000, be governed by all of the provisions of Article Nine hereof. The cost of the Work shall include the reasonable fees of an architect, if any, employed by Lessor for the purpose of determining compliance with the pertinent provisions of Section 9.01, which fees shall be paid by Lessee.

Section 11.03. Subject to the provisions of the Leasehold Mortgage and the rights of the Leasehold Mortgagee thereunder with respect to the receipt and application of insurance proceeds, insurance money paid to Lessor on account of such damage or destruction under the policies of insurance provided for in Article Ten hereof, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof (herein sometimes referred to as the "insurance proceeds"), shall be applied by Lessor to the payment of the cost of the Work, and shall be paid to, or for the account of, Lessee from time to time as the Work progresses, but not more frequently than once in any calendar month. Lessor shall make such payments upon the written request of Lessee accompanied by the following:

(a) a certificate, dated not more than fifteen (15) days prior to such request, signed by Lessee (by the managing partner of Lessee) and by an architect in charge of the Work who shall be selected by Lessee and shall be reasonably satisfactory to Lessor, setting forth that--

(i) the sum then requested either has been paid by Lessee or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the Work, giving a brief description of the services and materials and the several amounts so paid or due and stating that no part thereof has been made the basis for withdrawal of insurance proceeds in any previous or then pending request or has been paid out of any proceeds of insurance received by Lessee, and that the sum requested does not exceed the value of the services and materials described in the certificate;

(ii) except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the persons signing such certificate, after due inquiry, which might become the basis of a vendor's, mechanic's, materialman's or similar lien upon such Work, the Demised Land or Lessee's leasehold interest, or any part thereof;

(iii) the cost, as estimated by the person or persons signing such certificate, of the Work remaining to be done subsequent



to the date of such certificate, does not exceed the amount of insurance proceeds remaining in the hands of Lessor after the payment of the sum so requested; and

(b) a certificate, dated not more than fifteen (15) days prior to such request, of a reputable title company then doing business in the city in which the Demised Land is located, covering the period from the date of this Lease (or the date of the last such certificate furnished pursuant to any of the applicable provisions of this Lease) to the date of such certificate, setting forth that there are no liens or encumbrances of record of any kind on the Demised Land or Building or Lessee's interest therein except those existing at the commencement of the Demised Term or otherwise approved in writing by Lessor except such as will be discharged by payment of the amount then requested.

Upon compliance with the foregoing provisions of this Section 11.03, Lessor shall, out of such insurance proceeds, pay or cause to be paid to Lessee or to the persons named in the certificate the respective amounts stated therein to have been paid by Lessee or to be due to said persons, as the case may be. All sums so paid to Lessee and any other insurance proceeds received or collected by or for the account of Lessee, and the right to receive the same shall be held by Lessee in trust for the purpose of paying the cost of the Work.

When Lessor shall receive evidence satisfactory to it of the character required by subparagraphs (a) and (b) of this Section 11.03 that the Work has been completed and paid for in full and that there are no liens of the character referred to herein, Lessor shall pay to Lessee any remaining balance of the insurance proceeds.

If the insurance proceeds received by Lessor shall be insufficient to pay the entire cost of the Work, Lessee shall supply the amount of any such deficiency and shall first apply the same to the payment of the cost of the Work before calling upon Lessor for the disbursement of the insurance proceeds held by it.

Under no circumstances shall Lessor be obligated to make any payment, disbursement or contribution towards the cost of the Work except to the extent of the insurance proceeds actually received by it. If Lessee shall fail to comply with any of the provisions of Section 11.01 or 11.02 hereof, Lessor shall notify Lessee of such default and thereafter, except as provided in Section 11.04 hereof, Lessor, in addition to any other remedies Lessor may have, may refuse to make any payment hereunder and may direct the application of the insurance proceeds in any order Lessor may elect towards the payment of the cost of the Work or the payment of any rent or additional rent in default.

Section 11.04. The right of Lessee to have insurance proceeds or Condemnation Proceeds (as defined in Section 12.01 below) applied to the Work, (as defined in



Section 11.03 and 12.03) or released to Lessee, as provided in Sections 11.03 and 12.03, shall be under and subject to the following:

(i) The rights of the Leasehold Mortgagee under the Leasehold, which rights shall be superior to the right of Lessor and Lessee hereunder regarding the collection and application of insurance proceeds and Condemnation Proceeds;

(ii) That no Event of Default exists hereunder, in which case any insurance proceeds and Condemnation Proceeds may at Lessor's option be applied by Lessor to cure such default;

Section 11.05. Lessee agrees to give prompt notice to Lessor with respect to all fires or other casualties where the apparent damage to the Building resulting therefrom shall equal or exceed \$25,000.

## ARTICLE TWELVE

### Condemnation

Section 12.01. If, at any time during the Demised Term, there shall be a total taking or a constructive total taking of the Demised Land in condemnation proceedings or by any right of eminent domain, this Lease shall terminate and expire on the date of such taking and the rent and additional rent reserved shall be apportioned and paid to the date of such taking. For the purposes of this Article the term "a constructive total taking" shall mean a taking of such scope that the untaken portion of the Demised Land is insufficient to permit the restoration of the Building such as to constitute a complete, rentable building, capable of producing a proportionately fair and reasonable Cash Flow (as defined in section 2.01(b) above) rent hereunder, after performance of all covenants, agreements, terms and provisions herein and by law provided to be performed by Lessee. The average Cash Flow by the Building during the five (5) year period immediately preceding such taking (or lesser period of the Demised Term if less than five years) shall be deemed to constitute a fair and reasonable Cash Flow for the purposes of determining what is a proportionately fair and reasonable Cash Flow.

Subject to the provisions of Section 11.04 above, in the event of any such total taking or constructive total taking of the Demised Land and the termination of this Lease, the award or part thereof (herein sometimes referred to as the Condemnation Proceeds"), shall be distributed as follows:

(a) Lessor shall first be entitled to receive and retain as its own property such portion of the Condemnation Proceeds and the interest thereon as shall equal the amount set forth in Section 20.01(a) below.

(b) Lessee shall then be entitled to receive the balance of the Condemnation Proceeds and,



in the event of a constructive total condemnation, a conveyance of the untaken portion of the Demised Land.

Section 12.02. Subject to the provisions of Section 11.04 above, in the event of any other taking, the term of this Lease shall not be reduced or affected in any way, and Lessor shall first be entitled to receive and retain as its own property such portion of the Condemnation Proceeds with the interest thereon as shall represent compensation for the value of the Demised Land or the part thereof so taken, plus consequential damages, if any, to the portion or portions of the Demised Land not so taken, in each case considered as if it were, contrary to the fact if need be, vacant and unimproved. That portion of the Condemnation Proceeds as shall represent compensation for the value of the portion of the Building taken plus consequential damages, if any, to the portion not so taken, shall be distributed as provided in Section 12.03 hereof.

Section 12.03. Subject to the provisions of Section 11.04 above, the balance of the Condemnation Proceeds remaining after distribution pursuant to the provisions of Section 12.02 hereof shall be distributed as follows:

(a) If the balance of the Condemnation Proceeds shall be \$25,000 or less, it shall be paid to Lessee for application by Lessee to the restoration and repair of the Building. If the balance of the Condemnation Proceeds shall be in excess of \$25,000, it shall be paid to and deposited with Lessor for application pursuant to the terms of subsection (d) of this Section 12.03. If Lessor shall receive Condemnation Proceeds, it shall, upon request of Lessee, deliver to Lessee and the Leasehold Mortgagee a certificate stating that such Condemnation Proceeds have been deposited with Lessor pursuant to the requirements of this Lease.

(b) Lessee, at its sole cost and expense, and whether or not the Condemnation Proceeds payable under subsection (a) of this Section 12.03 shall be sufficient for the purpose, shall proceed with reasonable diligence to repair, alter and restore the remaining part of the Demised Land and Building to substantially its former condition to the extent that the same may be feasible and so as to constitute a complete, rentable building. (Such repairs, alterations or restoration, including temporary repairs for the protection of other property pending the completion of any thereof, are sometimes referred to in this Section 12.03 as the "Work".)

(c) The conditions under which the Work is to be performed and the method of proceeding with and performing the same, shall be governed by all of the provisions of Article Nine hereof, if the cost of the Work will exceed \$50,000. The cost of the Work shall include the reasonable fees of an architect, if any, employed by Lessor



for the purpose of determining compliance with the pertinent provisions of Article Nine, which fees shall be paid by Lessee.

(d) If the Condemnation Proceeds are deposited with Lessor under the provisions of subsection (a) of this Section 12.03, Lessor shall hold, apply, make available and pay over to Lessee, the Condemnation Proceeds (including any remaining balance thereof after completion of, and payment in full for, the Work) in the same manner as is provided to be done with respect to the insurance proceeds under the provisions of Section 11.03 hereof, provided that the references in the last paragraph of Section 11.03 hereof to the provisions of Sections 11.01 and 11.02 hereof shall be deemed to be references to the provisions of subsections (b) and (c), respectively, of this Section 12.03.

Section 12.04. If, at any time after the date hereof, the whole or any part of the Demised Land or of Lessee's interest under this Lease or of the Building shall be taken or condemned by any governmental body or officer or other competent authority for its or their temporary use or occupancy, the foregoing provisions of this Article shall not apply and Lessee shall continue to pay, in the manner and at the times herein specified, the full amounts of the annual rent and all additional rent and other charges payable by Lessee hereunder, and, except only to the extent that Lessee may be prevented from so doing pursuant to the terms of the order of the condemning authority, to perform and observe all of the other terms, covenants, conditions and obligations hereof upon the part of Lessee to be performed and observed, as though such taking had not occurred. In the event of any such taking, Lessee shall be entitled to receive the entire amount of any award made for such taking, whether paid by way of damages, rent or otherwise, unless such period of temporary use or occupancy shall extend beyond the expiration date of the Demised Term, in which case such award shall be apportioned between Lessor and Lessee as of such date of expiration. Lessee covenants that, upon the termination of any such period of temporary use or occupancy (whether prior to or subsequent to the termination of this Lease), it will, at its sole cost and expense, restore the Building, as nearly as may be reasonably possible, to the condition in which the same was immediately prior to such taking. To the extent that Lessor receives any award or payment to pay or compensate for the restoration of the Building, Lessor will, upon compliance by Lessee with the foregoing, pay such sum to Lessee.

Section 12.05. If at any time during the term of this Lease any proceedings are instituted or orders made for the widening or other enlargement of any street contiguous to the Demised Land, requiring removal of any projection or encroachment on, under or above any such street, or any changes or alterations upon the Demised Land, or in the sidewalks, curbs, gutters, vaults or appurtenances, Lessee, at Lessee's own cost and expense, will promptly comply with such requirements, and on Lessee's failure to do so, Lessor, on thirty (30) days' notice in



writing to Lessee, may comply with the same and add the amount expended therefor and any interest, fines, penalties, architects' fees, attorneys' fees, or other expenses incurred by Lessor in such compliance or as a result of the failure of Lessee so to comply, as additional rent to any installment of rent thereafter due.

## ARTICLE THIRTEEN

### Lessor's Right To Perform Lessee's Covenants

Section 13.01. Lessee covenants and agrees that if it shall at any time fail to pay, or cause to be paid, any Tax pursuant to the provisions of Article Three hereof, or to take out, pay for, maintain or deliver or cause to be taken out, paid for, maintained or delivered any of the insurance policies provided for in Article Ten hereof, or shall fail to make any other payment or perform any other act which Lessee is obligated to make or perform under this Lease, or cause such to be done, then Lessor may, but shall not be obligated so to do, after thirty (30) days' notice to Lessee (but without notice in the event of an emergency) and without waiving, or releasing Lessee from, any obligation of Lessee in this Lease contained, pay any such Tax or effect such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act which Lessee is obligated to perform under this Lease, in such manner and to such extent as in its judgment shall be necessary, and, in exercising any such rights, pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by Lessor, together with interest thereon at the rate of 20% per annum from the date of the making of such expenditure by Lessor, shall be deemed additional rent hereunder and, except as otherwise in this Lease expressly provided, shall be payable to Lessor as additional rent on the next rent payment date, and Lessee covenants to pay any such sum or sums with interest as aforesaid and Lessor shall have the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of the rent.

## ARTICLE FOURTEEN

### Conditional Limitations, Default Provisions

Section 14.01. (a) This Lease and the Demised Term are subject to the limitation that if, at any time during the Demised Term, any one or more of the following events (herein called an "Event of Default") shall occur, that is to say:

(i) if Lessee shall fail to pay any installment of the rent provided for herein, or any part thereof, when the same shall become due and payable, and such failure shall continue for ten (10) days after notice thereof from Lessor to Lessee, or



(ii) if any petition shall be filed against Lessee in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Lessee shall thereafter be adjudicated bankrupt, or if such proceedings shall not be dismissed within sixty (60) days after the institution of the same; or if any such petition shall be so filed by Lessee, or

(iii) if, in any proceeding, a receiver, receiver and manager, trustee or liquidator be appointed for all or any portion of Lessee's property, and such receiver, receiver and manager, trustee or liquidator shall not be discharged within sixty (60) days after the appointment of such receiver, receiver and manager, trustee or liquidator, or

(iv) if Lessee shall assign, mortgage or encumber this Lease, or sublet the whole or any part of the Demised Land, otherwise than as expressly permitted hereunder, or if this Lease of the estate of Lessee hereunder shall be transferred, or passed to, or devolve upon, any person, firm or corporation other than Lessee herein named, except in the manner permitted hereunder, or

(v) if Lessee shall fail to pay any item of additional rent or any other charge or sum required to be paid by Lessee hereunder, and such failure shall continue for thirty (30) days after notice thereof from Lessor to Lessee, or

(vi) if Lessee shall vacate or abandon the Demised Land and permit the same to remain unoccupied and unattended by Lessee for sixty (60) days (regardless of whether, under any tenancies or occupancies, any tenants or occupants shall continue to occupy a portion of the Demised Land), or

(vii) if an event of default shall exist under the Leasehold Mortgage; or

(viii) if Lessee shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 14.01 specified) on the part of Lessee to be performed or observed, and such failure shall continue for thirty (30) days after notice thereof from Lessor to Lessee;

then upon the happening of any one or more of the aforementioned Events of Default, and the expiration of the period of time prescribed in any such notice, Lessor shall have the right, then or at any time thereafter, and while such default or defaults shall continue, and without in any way limiting whatever other rights Lessor may have at law or in equity, to give Lessee written notice of Lessor's intention to terminate this Lease on a date specified in



such notice, which date shall not be less than ten days after the date of giving of such notice, and on the date specified in such notice Lessee's right to possession of the Demised Land and Building shall cease and Lessee shall peaceably and quietly yield to and surrender the Demised Land, the Building and any other structures, buildings and improvements and building equipment thereon and this Lease shall thereupon be terminated; all of the right, title and interest of Lessee hereunder shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such ten (10) day period were the date originally specified herein for the expiration of this Lease and the Term, and Lessee shall then quit and surrender the Demised Land to Lessor, but Lessee shall remain liable as herein provided.

Section 14.02. In case of any such termination, re-entry, or dispossession by summary proceedings or otherwise, the annual rent and all other charges required to be paid by Lessee hereunder shall thereupon become due and payable up to the time of such termination, re-entry or dispossession, and Lessee shall also pay to Lessor the expenses which Lessor may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Lessee for restoring the Building to good order and condition, for altering, decorating, repairing and otherwise preparing the same for reletting, for maintaining the premises and for reletting the same.

Lessor, at its option, may make such alterations, repairs and/or decorations in the Building as in its reasonable judgment Lessor considers advisable and necessary and the making of such alterations, repairs and/or decorations shall not operate or be construed to release Lessee from liability hereunder. Lessor shall in no event be liable in any way whatsoever for failure to relet the Demised Land and the Building or in the event that the Demised Land and the Building are relet, for failure to collect rent thereof under such reletting; and in no event shall Lessee be entitled to receive any excess of such rent over the sums payable by Lessee to Lessor hereunder. Suit or suits for the recovery of such damages, or any installment thereof, may be brought by Lessor from time to time at its election, and nothing herein contained shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired if it had not been terminated under the provisions of this Lease, or under any provision of law, or had Lessor not re-entered into or upon the Demised Land.

Section 14.03. The right of Lessor to recover from Lessee the amounts hereinabove provided for shall survive the issuance of any order for possession or other cancellation or termination hereof, and Lessee hereby expressly waives any defense that might be predicated upon the issuance of such order for possession or other cancellation or termination hereof. Lessee hereby expressly waives service of any notice of intention to re-enter that may be required by law. Lessee, for itself and any and all persons claiming through or under Lessee, including its



creditors, upon the termination of this Lease and of the Demised Term in accordance with ther terms hereof, or in the event of entry of judgment for the recovery of the possession of the Demised Land and Building in any action or proceeding, or if Lessor shall enter the Demised Land and Building by process of law or otherwise, hereby waives any right of redemption provided or permitted by any statute, law or decision now or hereafter in force, and does hereby waive, surrender and give up all rights or privileges which Lessee may or might have under and by reason of any present or future law or decision, to redeem the Demised Land and Building or for a continuation of this Lease for the term hereby demised after having been dispossessed or ejected therefrom by process of law, or otherwise. Lessor and Lessee waive all right to trial by jury in any summary or other judicial proceedings hereafter instituted by Lessor against Lessee in respect to the Demised Land and Building. The words "re-entry" and "re-enter" as used in this Lease shall not be construed as limited to their strict legal meaning.

Section 14.04. Anything in this Article Fourteen to the contrary notwithstanding, it is expressly understood that, with respect to any Event of Default within the purview of clause (viii) of Section 14.01 hereof, if such Event of Default is of such a nature that it cannot, with due diligence, be cured within a period of thirty (30) days, Lessor shall not be entitled to re-enter the Demised Land and the Building or serve a notice of termination upon Lessee, as provided in said Section 14.01, nor shall the same be regarded as an Event of Default for any of the purposes of this Lease, if Lessee shall have commenced the curing of such default within the period of thirty (30) days referred to in said clause (viii), and so long as Lessee shall thereafter proceed with all due diligence to complete the curing of such default not susceptible of being cured with due diligence within thirty (30) days, and the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence.

## ARTICLE FIFTEEN

### Cumulative Remedies, Waiver, Oral Change

Section 15.01. The specified remedies to which Lessor may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled in case of any breach or threatened breach by Lessee of any provision of this Lease.

Section 15.02. The failure of Lessor to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Lessor of rent or any other payment, or the acceptance of performance of anything required by this covenant, condi-



tion, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as payment on account of the earliest rent then unpaid by Lessee, and no waiver by Lessor of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Lessor.

Section 15.03. In addition to the other remedies in this Lease provided, Lessor shall be entitled to the restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease.

Section 15.04. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate the rent herein reserved or continuing in occupancy Lessee or any sublessees or assignees of Lessee's interest in the Demised Land beyond the dates of termination of their respective leases, or otherwise.

Section 15.05. This Lease may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought or by its agent.

## ARTICLE SIXTEEN

### Quiet Enjoyment

Section 16.01. Lessor covenants that so long as no Event of Default exists, Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Land for the Demised Term aforesaid free of interference from Lessor or those claiming through or under Lessor. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed as, a personal covenant of Lessor, except to the extent of Lessor's interest in said Demised Land and only so long as such interest shall continue, and thereafter this covenant shall be binding only upon such subsequent owners and successors in interest, to the extent of their respective interests, as and when they shall acquire the same, and only so long as they shall retain such interest.

## ARTICLE SEVENTEEN

### Surrender of Premises

Section 17.01. Except as otherwise provided in this Lease, Lessee shall, upon the expiration or earlier termination of this Lease for any reason whatsoever, surrender



to Lessor the Building and building equipment then upon the Demised Land, together with all alterations and replacements thereof then on the Demised Land, in good order, condition and repair, except for reasonable wear and tear and all right, title and interest of the Lessee in and to the Building and the Demised Land and all installations both above and below the surface thereof whether now owned or hereafter acquired, including but not limited to all easements, licenses and reversionary rights acquired by the Lessee over or in connection with any property immediately adjacent to the Demised Land. Unless an Event of Default exists, in which case title to the same shall vest in Lessor, title to all of Lessee's trade fixtures, furniture and equipment (other than building equipment) installed in the Building shall remain in Lessee, and, upon the expiration or other termination of this Lease, the same may and, upon demand of Lessor, shall be removed and any resultant damage to the Demised Land or the Building shall be repaired, by and at the expense of Lessee.

#### ARTICLE EIGHTEEN

##### Assignment, Mortgage, Subletting, Etc.

Section 18.01(a). Except as otherwise provided in subparagraph (b) and Section 18.02 below, Lessee will not assign this Lease or sublease the Demised Land or any part thereof, or mortgage, pledge or hypothecate its leasehold interest or its interest in the Building, or lease any portion of the Building, or grant any concession or license with respect to the Demised Land or Building without first obtaining the prior written consent of Lessor thereto, and any attempt to do the foregoing without first obtaining Lessor's prior written consent shall be void. Notwithstanding any such consent, the undersigned Lessee will remain jointly and severally liable (along with each approved assignee or sublessee who shall automatically be liable for all obligations of Lessee hereunder) and Lessor shall be permitted to enforce the provisions of this Lease directly against the undersigned Lessee and/or any assignee or sublessee without proceeding in any way against any other party.

Section 18.01(b). Notwithstanding the provisions of subparagraph (a) above, Lessee shall have the right to lease portions of the Building for actual occupancy, together with the right to use the Demised Land for purposes necessary to such occupancy, without first obtaining Lessor's prior written consent thereto, on the following terms and conditions:

(i) No Event of Default exists hereunder;

(ii) Each such lease shall be subject to this Lease (including the Demised Term hereof and the provisions regarding ownership of the Building, including Article 17 above); the Leasehold Mortgage and each advance of mortgage proceeds made thereunder, and all renewals, modifications, consolidations, replacements and extensions thereof;



(iii) The form of lease shall have been approved in writing by Lessor, and, in the event any lease covers more than ten percent (10%) of the rentable space of the Building, Lessor shall have approved the tenant, the rent reserved under the lease, the term of the lease, and all other provisions relating to such lease.

18.02. Notwithstanding the provisions of Section 18.01(a) above, Lessee shall have the right to create the Leasehold Mortgage (as defined in Section 25.01(a) below), which such Leasehold Mortgage shall, at all times, be under and subject to this Lease and the provisions hereof.

## ARTICLE NINETEEN

### Excavations of Adjoining Property

Section 19.01. If any excavation or other building operation shall be about to be made or shall be made upon any adjoining premises or streets, Lessee shall permit any third persons obligated by law to protect the Building on the Demised Land, and their respective representatives, to enter upon the Demised Land and shore the foundations and walls of the Building and to do any other act or thing necessary for the safety or preservation of the Building on the Demised Land, subject to such reasonable conditions, including insurance and indemnities, as Lessee shall impose upon such third persons.

## ARTICLE TWENTY

### Option to Purchase the Demised Land

Section 20.01(a). Provided no Event of Default exists hereunder, and subject to the conditions set forth in subparagraph (b) below, Lessee shall have the option, at any time during or at the expiration of the Demised Term, to purchase the Demised Land for a cash price equal to:

(i) Two Hundred Thirty-Five Thousand Dollars (\$235,000.00), less any amounts retained by Lessor under Article 12; plus

(ii) The outstanding principal balance of the Leasehold Mortgage, assuming said mortgage is current as to payments of principal and interest and other charges therein reserved, which amount will be paid by Lessor to pay and discharge the Leasehold Mortgage; plus

(iii) (A) Fifty percent (50%) of the difference between the Appraised Value (as defined below) and the sums of subparagraphs (i) and (ii) above, less (AA) one-half of any accrued negative Cash Flow for the Demised Term and less (BB) one-half of the current depreciated book cost of any capital improvements made to the Building.



Section 20.01(b) The following conditions shall apply to the exercise of the option granted to Lessee under subparagraph (a) above:

(i) Lessee shall give notice to Lessor, as provided in Article 22, of its exercise of the option, which such notice shall be given at least sixty (60) days prior to the expiration of the Demised Term.

(ii) Settlement on the Demised Land shall occur on or before sixty (60) days following the giving of such notice at a place and time, within the City of Birmingham, Alabama, designated by Lessee in such notice.

(iii) Title to the Demised Land shall be the same as that acquired by Lessor when it acquired the same from Lessee, subject to such additional encumbrances, tenancies and other title defects as may have been created or suffered to attack by Lessee, or by Lessor, with Lessee's consent, during the Demised Term, and subject to any Tax for which Lessor is not responsible.

(iv) Prior to settlement on the Demised Land, Lessee shall have paid, or shall have paid to Lessor the amount necessary to pay, the outstanding principal amount of the Leasehold Mortgage and all other sums due thereunder and the Leasehold Mortgage shall have been satisfied.

(v) All charges, taxes, stamp and transfer taxes, expenses and fees incident to the conveyance, including reasonable fees for Lessor's counsel, escrow fees (if any), recording fees, title search charges, and title insurance premiums, shall be paid by Lessee.

(vi) The purchase price shall be paid at settlement by cash or by a certified or cashiers check.

(vii) Following settlement on the Demised Land, this Lease shall terminate, and Lessor shall thereafter have no interest in the Demised Land or Building.

Section 20.01(c). The term "Appraised Value" shall mean the fair market value of the Demised Land and the Building, considered at its highest and best use at the time of evaluation. The determination of the amount of Appraised Value shall be made as follows: Lessee shall send Lessor a statement of the amount Lessee considers to be the fair market value considered as aforesaid, which amount, if acknowledged in writing to be such by Lessor within 15 days of the date of such statement, shall be considered to be the Appraised Value for the purpose of this Lease for which a determination of such value is then required. If Lessor within 15 days of the date of the statement does not acknowledge the statement of Lessee or notifies Lessee that it disagrees with the amount so stated, an appraisal shall be made to determine the Appraised



Value and shall be performed by 3 appraisers who shall be members of the American Institute of Real Estate Appraisers, qualified to do business in the State of Alabama and familiar with property values in the area of the Demised Land, one of whom shall be designated by Lessor, the other by Lessee and the third by the first two appraisers. The decision of two of the appraisers shall be binding on the parties. The costs of an appraisal for the determination of Appraised Value in any case where such a determination is required by any provision of this Lease, shall be shared equally by Lessor and Lessee.

#### ARTICLE TWENTY-ONE

##### Estoppel Certificates and Memorandum of Lease

Section 21.01. Lessor and Lessee agree at any time and from time to time, upon not less than ten (10) days' prior request by either, to execute, acknowledge and deliver to the party requesting the same a statement in writing in recordable form, certifying that this Lease is unmodified and is in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), the dates to which the rent and other charges have been paid in advance, if any, and whether or not to the knowledge of the signer of such statement the party requesting the same is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease (and, if such party shall be in default, specifying each such default of which the signer may have knowledge), it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or prospective mortgagee of the Demised Land of of Lessee's interest under this Lease, or any assignee of the Leasehold Mortgagee.

Section 21.02. Lessor and Lessee agree that they shall, at any time at the request of the other, promptly execute a memorandum or short form of this Lease, in recordable form, setting forth a description of the Demised Land, the term of this Lease, and any other provisions herein, or the substance thereof, as either party desires.

#### ARTICLE TWENTY-TWO

##### Notices

Section 22.01. All notices, demands and requests by either party to the other shall be in writing. All notices, demands and requests by Lessor to Lessee shall be sent by United States registered mail, postage prepaid, addressed to Lessee at its address hereinabove stated, or at such other place as Lessee may from time to time designate in a written notice to Lessor. All notices, demands and requests by Lessee to Lessor shall be sent by Lessee by United States registered mail, postage prepaid, addressed to Lessor, ATTN: Investment Department, at its address hereinabove stated, or at such other place within the continental limits of the United States as may from



time to time be designated in a written notice to Lessee. Notices, demands and requests which shall be served upon Lessor or Lessee in the manner aforesaid shall be deemed to have been served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail as aforesaid, in any post office or branch post office regularly maintained by the United States Government.

#### ARTICLE TWENTY-THREE

##### Invalidity Of Particular Provisions

Section 23.01. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### ARTICLE TWENTY-FOUR

##### Covenants To Bind And Benefit Respective Parties

Section 24.01. Subject to the provisions of Article Eighteen hereof, the terms, conditions, covenants, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor, their successors and assigns, and Lessee, their successors and assigns.

#### ARTICLE TWENTY-FIVE

##### Definitions Of Leasehold Mortgage, Leasehold Mortgagee, Lessee, Lessor, And Bulding

Section 25.01. For purposes of this Lease, unless the context otherwise requires:

(a) The term "Leasehold Mortgage" shall mean a mortgage of even date herewith, given by Lessee to Lessor, in the original principal amount of \$740,000.00. The term "Leasehold Mortgagee" shall mean the holder of any such Mortgage.

(b) The term "Lessee" shall mean any person in possession of the Demised Land pursuant to the terms of this Lease and shall be deemed to include the plural.

(c) The term "Lessor" shall mean the owner at the time of the Demised Land and shall be deemed to include the plural.

(d) The term "Building" shall mean and include the building erected by Lessee on the Demised Land prior to the execution of this Lease, and all renewals or replacements thereof, additions thereto and substitutes therefor.



Section 25.02. The captions used in this Lease are for convenience of reference only and in no way limit, describe the scope or intent of, or in any way modify this Lease.

Section 25.03. The Index preceding this Lease under the same cover is for the purpose of convenience of reference only and is not to be deemed or construed in any way as part of this Lease, or as supplemental or amendatory thereof.

## ARTICLE TWENTY-SIX

### Non-Recourse

Section 26.01(a) Except as otherwise provided in subparagraph (b) below, the liability of Lessee hereunder or any general partner of Lessee, shall be limited solely to Lessee's interest in the Demised Land and Building, and the docket in any judicial proceeding brought to enforce any of the provisions of this Lease shall so note this limitation of liability. Lessor agrees to look solely to the Demised Land and Building and not to any other asset of Lessee or any general partner of Lessee.

(b) Notwithstanding the provisions of subparagraph (a) above, James D. Davenport shall be jointly and severally liable with Lessee for all sums becoming due under this Lease for the first twelve months from the date hereof, and the limitation of liability contained in subparagraph (a) above shall not apply to the liability of James D. Davenport during such period of time.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

CONTINENTAL AMERICAN LIFE  
INSURANCE COMPANY, LESSOR

By: Michael H. Greenleaf (SEAL)  
Vice President

By: J. H. Rasmussen (SEAL)  
Asst. Treasurer

Attest: William P. Huggins Jr. (SEAL)  
Assistant Secretary

Signed, Sealed and  
Delivered in the  
Presence Of:

Eric Clark

RIVERCHASE OFFICE PLAZA COMPANY,  
an Alabama General Partnership

By: James D. Davenport (SEAL)  
James D. Davenport (General Partner)



Cyril W. Anderson By: Pryor A. Williams, Jr. (SEAL)  
Pryor A. Williams, Jr. (General Partner)

Eric Carlton By: William M. Bishop (SEAL)  
William M. Bishop (General Partner)

Estelle H. Kuman By: Robert L. Roebuck (SEAL)  
Robert L. Roebuck (General Partner)

JAMES D. DAVENPORT is also executing this Lease Agreement, in his individual capacity, for the purpose of agreeing to the provisions of Section 26.01(b) above.

Signed, Sealed and  
Delivered in the  
Presence Of:

Eric Carlton

James D. Davenport (SEAL)  
James D. Davenport (Individually)



STATE OF ALABAMA )  
COUNTY OF Shelby ) SS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that JAMES D. DAVENPORT, whose name as General Partner of RIVERCHASE OFFICE PLAZA COMPANY, an Alabama General Partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Lease Agreement, he, as such General Partner, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4  
day of March, 1981.

Terry P. Adams  
Notary Public  
My commission expires Sept 26, 1984

STATE OF ALABAMA )  
COUNTY OF Shelby ) SS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that PRYOR A. WILLIAMS, JR., whose name as General Partner of RIVERCHASE OFFICE PLAZA COMPANY, an Alabama General Partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Lease Agreement, he, as such General Partner, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4  
day of March, 1981.

Terry P. Adams  
Notary Public  
My comission expires Sept. 26, 1984

STATE OF ALABAMA )  
COUNTY OF ) SS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WILLIAM M. BISHOP, whose name as General Partner of RIVERCHASE OFFICE PLAZA COMPANY, an Alabama General Partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Lease Agreement, he, as such General Partner, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4  
day of March, 1981.

Terry P. Adams  
Notary Public  
My Commission expires Sept 26, 1984



BOOK 331 PAGE 563

STATE OF ALABAMA )  
COUNTY OF Shelby ) SS

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that ROBERT L. ROEBUCK, whose name as General Partner of RIVERCHASE OFFICE PLAZA COMPANY, an Alabama General Partnership, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Lease Agreement, he, as such General Partner, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 4 day of March, 1981.

Terry P. Adams  
Notary Public  
*My commission expires Sept 26, 1984*

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE ) SS

I, the undersigned authority, a Notary Public of the State of Delaware, hereby certify that Michael H. Greenleaf, whose name as Vice President of CONTINENTAL AMERICAN LIFE INSURANCE COMPANY, a corporation existing under the laws of the State of Delaware, party to this Lease Agreement, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as Vice President as aforesaid.

Given under my hand and seal of office this 4 day of March, 1981.

Carole M. [Signature]  
Notary Public

STATE OF DELAWARE )  
COUNTY OF NEW CASTLE ) SS

I, the undersigned authority, a Notary Public of the State of Delaware, hereby certify that David W. Camack whose name as Asst. Treasurer of CONTINENTAL AMERICAN LIFE INSURANCE COMPANY, a corporation existing under the laws of the State of Delaware, party to this Lease Agreement, is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as Treasurer as aforesaid.

Given under my hand and seal of office this 30 day of April, 1981.

Carole M. [Signature]  
Notary Public



STATE OF ALABAMA

COUNTY OF

*Shelby*

)  
) SS  
)

I, *Terry P. Adams*, a Notary Public in and for said County and State, hereby certify that JAMES D. DAVENPORT, whose name is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this *7*  
day of *March*, 1981.

*Terry P. Adams*  
Notary Public  
*My commission expires Sept 26, 1984*

BOOK . 331 PAGE 564



SCHEDULE A

The following is a description of a tract of land situated in the West 1/4 of the SW 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SW corner of Section 19; thence North along the West line of said Section, 1,266.48 feet; thence 90 degrees 00 minutes 00 seconds right, 738.62 feet to the point of beginning; thence 09 degrees 42 minutes 33 seconds left, 267.39 feet; thence 80 degrees 17 minutes 46 seconds left, 20.00 feet; thence 46 degrees 16 minutes 06 seconds right, 38.34 feet; thence 43 degrees 43 minutes 54 seconds right, 32.24 feet to the Westerly right of way of Parkway Lake Drive and a curve to the right, said curve having a central angle of 22 degrees 31 minutes 43 seconds and a radius of 670.00 feet; thence 88 degrees 32 minutes 17 seconds right to tangent of said curve and along said right of way and the arc of said curve 263.44 feet; thence tangent to said curve and along said right of way 47.65 feet; thence 62 degrees 43 minutes 00 seconds right, leaving said right of way 354.46 feet; thence 90 degrees 00 minutes 00 seconds right, 20.00 feet; thence 40 degrees 45 minutes 09 seconds right, 59.40 feet; thence 49 degrees 14 minutes 51 seconds right, 13.00 feet; thence 69 degrees 20 minutes 00 seconds left, 184.83 feet to the point of beginning.

Together with a certain easement set forth in certain Easement Agreement dated February 26, 1981, and recorded in Volume 331, Page 517, in the Office of the Judge of Probate of Shelby County, Alabama.

BOOK 331 PAGE 565

SHIRLEY A. SHELLEY CO.  
I CERTIFY THIS  
DOCUMENT IS FILED

1981 MAR -5 AM 10:54

*Shirley A. Shelley, Jr.*  
JUDGE OF PROBATE

Deed 86.50  
Rec. 34.00  
Int. 1.00  
140.00