

COMMON AREA MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into as of this 15th day of May, 1981, by and among 2154 TRADING CORPORATION, a New York Corporation, party of the first part (hereinafter referred to as "2154 TRADING CORPORATION"), and FIRST NATIONAL BANK OF COLUMBIANA, a national bank incorporated in the State of Alabama, party of the second part (hereinafter referred to as "FIRST NATIONAL BANK OF COLUMBIANA"),


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W I T N E S S E T H:

WHEREAS, FIRST NATIONAL BANK OF COLUMBIANA is owner of a parcel of land described in Exhibit "A" attached hereto and by this reference made a part hereof (said land being hereinafter referred to as the "FIRST NATIONAL BANK OF COLUMBIANA PROPERTY") on which there is to be constructed a branch banking facility to be occupied by FIRST NATIONAL BANK OF COLUMBIANA upon completion;

WHEREAS, 2154 TRADING CORPORATION maintains certain areas (hereinafter referred to as the "Common Areas") as hereinafter set forth for the benefit of certain owners and tenants of a substantial portion of the development known as Inverness Center (said development and said areas thereof being generally within the property shown on the copy of a plan thereof attached hereto as Exhibit "B" and by this reference made a part hereof, said substantial portion thereof consisting of approximately 83 acres);

WHEREAS, FIRST NATIONAL BANK OF COLUMBIANA recognizes that the maintenance by 2154 TRADING CORPORATION of the Common Areas as hereinafter set forth will, upon completion of the aforesaid bank building on the FIRST NATIONAL BANK OF COLUMBIANA Property, inure to the benefit of the FIRST NATIONAL BANK OF COLUMBIANA Property as well as to the benefit of such other owners and tenants within the Inverness Center development; and

WHEREAS, 2154 TRADING CORPORATION and FIRST NATIONAL BANK OF COLUMBIANA desire to enter into this Agreement to establish the basis on which FIRST NATIONAL BANK OF COLUMBIANA will share in the costs and expenses of 2154 TRADING CORPORATION in maintaining the Common Areas as hereinafter set forth.

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NOW, THEREFORE, for and in consideration of the sum of Ten and no/100 --- Dollars (\$10.00) in hand paid by 2154 TRADING CORPORATION to FIRST NATIONAL BANK OF COLUMBIANA and other good and valuable consideration, the receipt and sufficiency of which and hereby acknowledged, 2154 TRADING CORPORATION and FRIST NATIONAL BANK OF COLUMBIANA covenant and agree as follows:

1. Agreement to Share. FIRST NATIONAL BANK OF COLUMBIANA hereby recognizes that 2154 TRADING CORPORATION presently maintains in a neat and orderly appearance the medians and other landscaping located in the right-of-way of the roads within Inverness Center known as Inverness Center Parkway, Inverness Center Drive, and Inverness Center Place, and within the rights-of-way of a public highway fronting Inverness Center known as U.S. Highway 280, and that 2154 TRADING CORPORATION presently intends to so maintain any other roads constructed on land owned by 2154 TRADING CORPORATION in Inverness Center, all as shown on Exhibit "B". FIRST NATIONAL BANK OF COLUMBIANA hereby agrees for itself, its successors and assigns, that for a period of twenty (20) years from the date hereof, FIRST NATIONAL BANK OF COLUMBIANA shall pay annually its pro rata share of all reasonable expenses and costs actually incurred by 2154 TRADING CORPORATION or, its successors, directly in so maintaining said medians, landscaping, and lighting exclusive of any administrative, office, or overhead expenses of 2154 TRADING CORPORATION, or its successors.

2. Method of Allocation. FIRST NATIONAL BANK OF COLUMBIANA's pro rata share of such maintenance costs and expenses within Inverness Center, as shown by Exhibit "B", shall be determined by multiplying the total of such annual costs and expenses for such mtainenance by a fraction established as follows: The numerator of such fraction shall be the number of acres contained in the FRIST NATIONAL BANK OF COLUMBIANA Property; the denominator of such fraction shall be the total acreage as shown in Exhibit "B", and such costs shall be reasonable.

3. Payment of Allocated Costs and Expenses. Such common area maintenance costs and expenses shall be paid annually by FIRST NATIONAL BANK OF COLUMBIANA, its successors and assigns, to 2154 TRADING CORPORATION, or its successors,

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within thirty (30) days after receipt each calendar year by FIRST NATIONAL BANK OF COLUMBIANA of a detailed statement from 2154 TRADING CORPORATION, certified by duly authorized representative of 2154 TRADING CORPORATION, or its successors, reflecting the total of such costs and expenses and computation reflecting FIRST NATIONAL BANK OF COLUMBIANA's share of such costs. On or before the 28th day of February of each calendar year during the continuance of such Common Area maintenance by 2154 TRADING CORPORATION, 2154 TRADING CORPORATION shall submit such detailed statement and expenses for the immediately preceding calendar year. The first such statement submitted by 2154 TRADING CORPORATION shall be submitted on or before February 28, 1982. Payments for any partial calendar years covered by the term of this Agreement shall be pro rated according to the portion of the year covered.

4. Term of Maintenance. Nothing contained herein shall require or obligate 2154 TRADING CORPORATION to maintain said medians, landscaping, or lighting and FIRST NATIONAL BANK OF COLUMBIANA recognizes that 2154 TRADING CORPORATION, after thirty (30) days notice to Purchaser, may cease providing such maintenance at any time at its sole discretion. This Agreement shall continue in full force and effect until the earlier of twenty (20) years from the date hereof, or the 31st day of March of the year following the last year in which 2154 TRADING CORPORATION, or its successors, has incurred any chargeable costs or expenses in connection with such maintenance. 2154 TRADING CORPORATION and FIRST NATIONAL BANK OF COLUMBIANA hereby agree that the obligation of FIRST NATIONAL BANK OF COLUMBIANA hereunder is a real covenant and shall bind and be enforceable against all subsequent owners of the FIRST NATIONAL BANK OF COLUMBIANA Property, and FIRST NATIONAL BANK OF COLUMBIANA covenants and agrees that in the event FIRST NATIONAL BANK OF COLUMBIANA conveys all or any portion of the FIRST NATIONAL BANK OF COLUMBIANA Property that in connection with such conveyance FIRST NATIONAL BANK OF COLUMBIANA shall require the purchaser thereof to assume the obligations of FIRST NATIONAL BANK OF COLUMBIANA under this Agreement.

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5. Books and Records. During the term of this Agreement, 2154 TRADING CORPORATION, or its successors, shall maintain, keep, and preserve for a period of five (5) years after the time period to which they relate full, complete, and accurate books and records regarding the maintenance costs and expenses which are the subject of this Agreement. Such books and records shall include complete information as to the purpose, nature, and amount of any item included in such costs and expenses, and the receipt of any expenditures in connection therewith. FIRST NATIONAL BANK OF COLUMBIANA or its duly authorized agent or representative shall have the right, at any reasonable time, to inspect such books and records and all related or supporting information.

6. Invalid Provisions. If any clause or provision of this Agreement shall be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby. It is the intention of 2154 TRADING CORPORATION and FIRST NATIONAL BANK OF COLUMBIANA that in lieu of each clause or provision in this Agreement which shall be illegal, invalid, or unenforceable there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as possible in order to give effect to the intent of this Agreement.

7. Entire Agreement. This Agreement supersedes all prior discussions and agreements between 2154 TRADING CORPORATION and FIRST NATIONAL BANK OF COLUMBIANA with respect to Common Area maintenance and constitutes the sole and entire agreement between 2154 TRADING CORPORATION and FIRST NATIONAL BANK OF COLUMBIANA with respect thereto.

8. Headings. The headings of the paragraphs of this Agreement are for convenience of reference only and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.



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9. Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns whether voluntary by act of the parties or involuntary by operation of law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed under seal as of the date first above written.

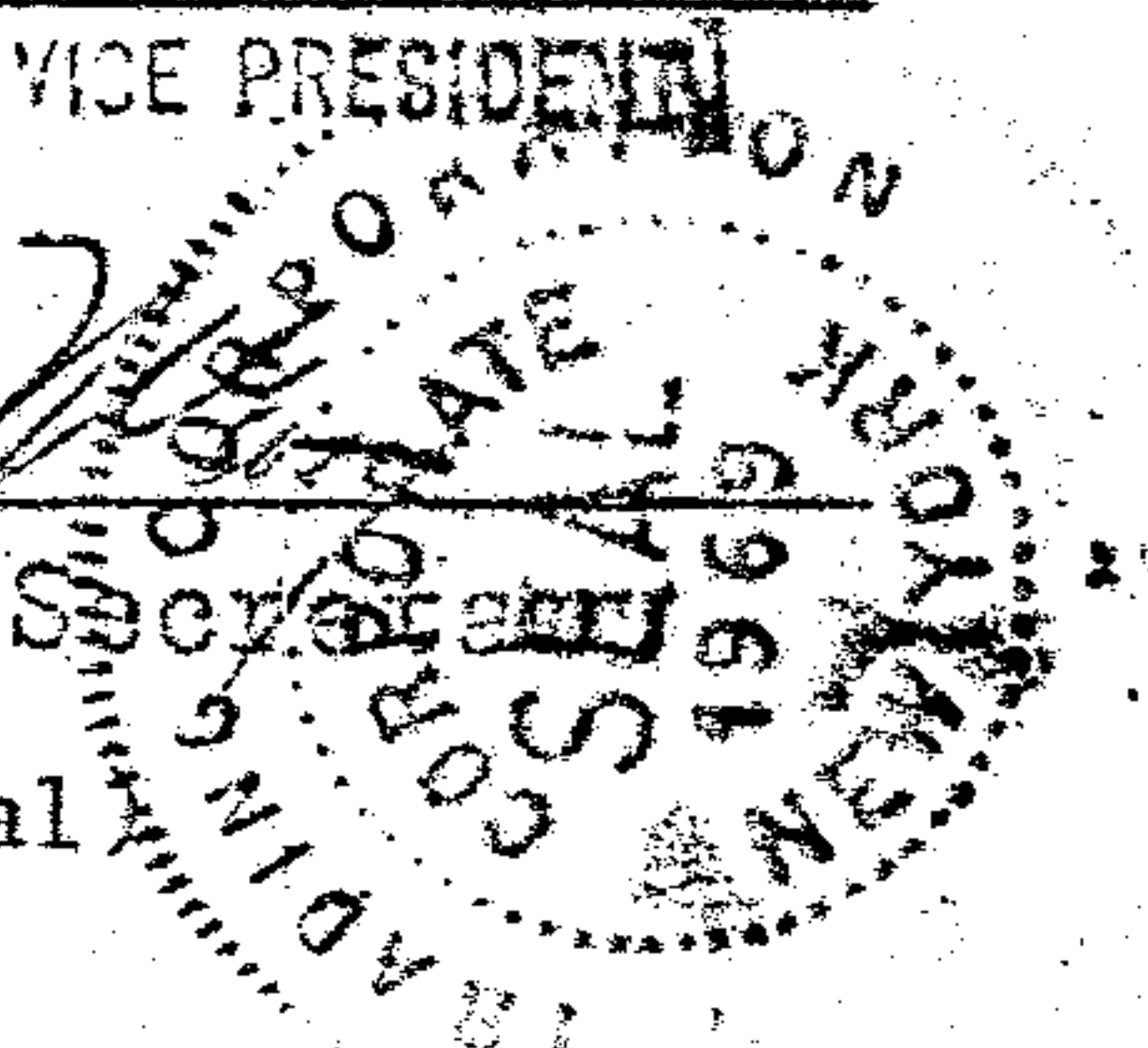
2154 TRADING CORPORATION

By: *RR 11/97*

Rafford F. Lewis
VICE PRESIDENT

Attest: *James A. Mc...*

Assistant Secretary
(Corporate Seal)



FIRST NATIONAL BANK OF COLUMBIANA

By: *Carl E. Harrison - Pres*

Carl E. Harrison - Pres

Attest: *Michael E. Hill*

Michael E. Hill

(Corporate Seal)



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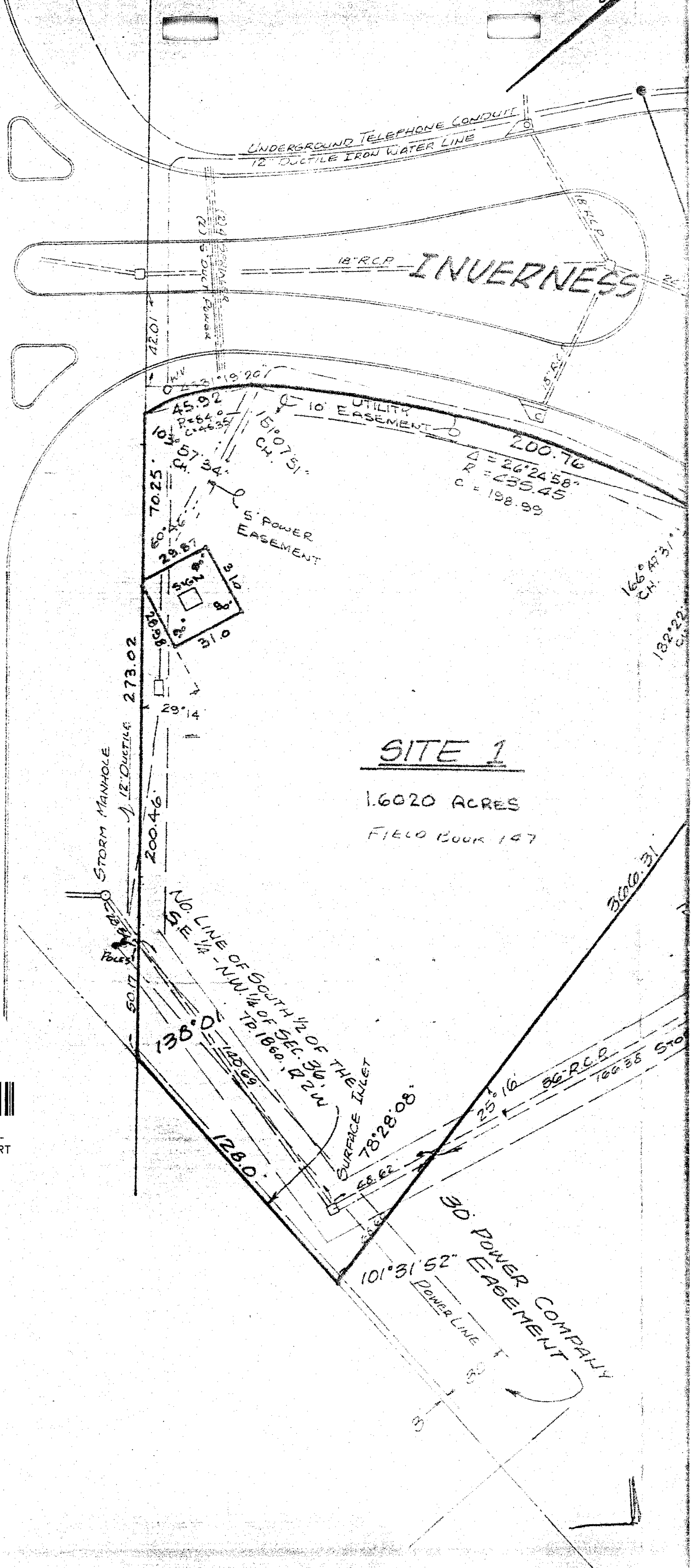
NORTH BOUND LANES

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SOUTH BOUND LANES



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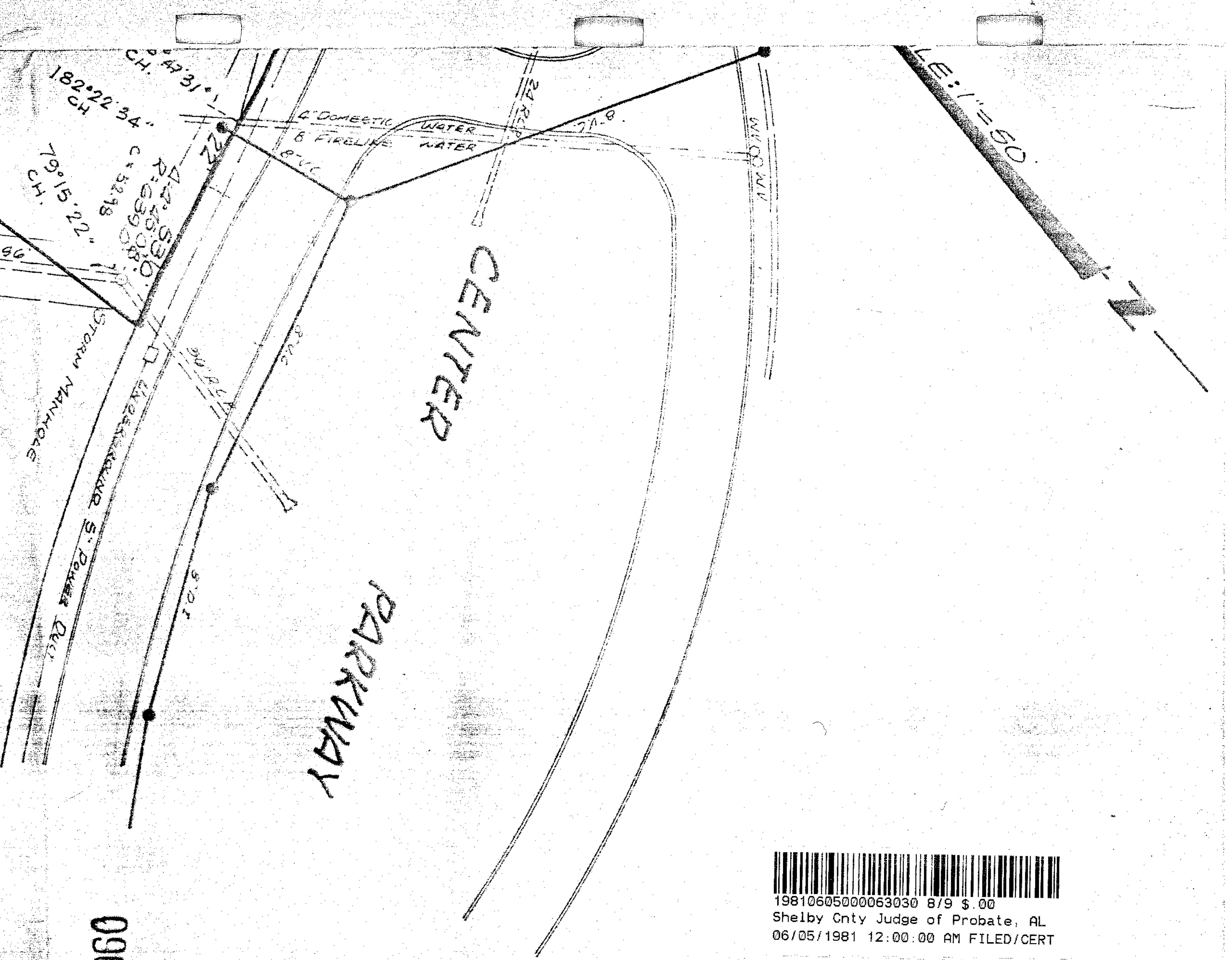
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According to my survey this the 17th day of September, 1980.

John C. Quatkin III

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EXHIBIT "A"

EXHIBIT "B"

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PRELIMINARY PLAN
INVERNESS CENTER
BIRMINGHAM ALABAMA
PLAN FOR TAYLOR & MATHIS
BIRMINGHAM ALABAMA
PLAN BY BEECE & HOOPES
LAND PLANNERS ATLANTA GEORGIA

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