

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 11<sup>th</sup> day of June, 1984, by and between BIRMINGHAM REALTY COMPANY, a corporation (hereinafter referred to as "Landlord") and FIRST BANK OF ALABASTER, a state banking association having its principal offices in the City of Alabaster, County of Shelby, State of Alabama (hereinafter referred to as "Tenant");

### WITNESSETH:

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Section 1. LEASED PREMISES: For and in consideration of the covenants, conditions, agreements and stipulations herein contained, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord those certain premises located in Shelby County, Alabama, which are outlined in red on the plat attached hereto as Exhibit A and made a part hereof as if fully set forth herein and which have a dedicated public road adjoining the entire southerly line thereof. The Shopping Center shown on the attached plat which Landlord proposes to construct at the intersection of U.S. Highway 280 and East Inverness Parkway, hereinafter being referred to as "Shopping Center", and said property hereby leased being hereinafter referred to as the "Leased Premises".

The Shopping Center shall be developed substantially as shown on the attached Exhibit A and the driveways, curbs, service roads and parking facilities shall be situated and developed substantially by Landlord as shown thereon; provided however, that except as herein specifically represented, Landlord does not represent or warrant to Tenant that the Shopping Center has or will have any specified tenant or tenants, tenant mix, or type or types of businesses therein nor that the locations or

of the premises of any other tenants of the Shopping Center will be shown on Exhibit A; and, provided further, that, subject to the provisions of Section 2(b) hereof, Landlord expressly reserves the right to increase or change the number, dimensions and locations of the building and parking areas in any manner whatsoever as Landlord may deem proper. The driveway contiguous to Tenant's Leased Premises



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as shown on Exhibit A shall remain substantially the same as to size and direction of traffic flow. Further, Landlord shall not make any changes in the Shopping Center in the vicinity of Tenant's Leased Premises which will materially impair visibility of the Leased Premises.

Section 2. COMMON AREAS AND FACILITIES: (a) Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center as Landlord shall deem appropriate. All common areas and other facilities in or about the Shopping Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents and employees; to temporarily close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any right to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to discourage noncustomer parking. Landlord shall operate and maintain the common areas and facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to abide by such reasonable regulations as Landlord may from time to time impose with respect to the use of the common areas and facilities.

(b) Tenant and Tenant's agents, employees and customers shall have the non-exclusive right in common with other tenants of the Shopping Center and the general public to use the common areas and facilities of the Shopping Center and shall have normal access from the Leased Premises to the common areas and facilities and to the public streets and highways abutting the Shopping Center. Each party grants the other for the use and benefit of Landlord, Tenant and the customers and invitees of Tenant and other Shopping Center tenants and their customers and invitees, (a) a non-exclusive easement for ingress and egress to and from

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the Leased Premises and the Shopping Center over along and across the roadways shown on Exhibit A, (b) a non-exclusive easement for parking during the term of the lease and any extension thereof in the areas designated in Exhibit A for parking and, (c) a non-exclusive easement for free and unobstructed ingress and egress to and from the Leased Premises, the Shopping Center and public roads which will serve the Shopping Center. Further, to insure Tenant's use and enjoyment of the Leased Premises, Landlord covenants, with respect to the management and operation of said Shopping Center, the following:

(i) Landlord will not construct or permit to be constructed any signs or buildings on or adjacent to the demised premises which would materially restrict or interfere with the view to and from the Leased Premises;

(ii) Landlord will not charge customers of Tenant for use of parking in the Shopping Center;

(iii) Landlord will not construct or permit to be constructed any fence, wall, hedge or other barrier between the Leased Premises and the remainder of the Shopping Center that will materially block visibility and access between the Shopping Center and the Leased Premises other than as shown on Exhibit A hereto.

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Section 3. CONSTRUCTION ON LEASED PREMISES AND USE OF BUILDING: As promptly after the commencement of the lease term as reasonably possible, Tenant shall construct on the Leased Premises at its own cost and expense a single story building which Tenant shall use and occupy for its own use as a financial services institution, and other related purposes; provided, however, that such building, including future additions, shall not exceed in the aggregate five thousand (5,000) square feet of heated area and seven thousand five hundred (7,500) square feet of roof area. It is agreed that at Tenant's option the builder<sup>129</sup> may be similar in design to SouthTrust Bank of Alabama branch at Riverchase on Alabama Highway 150, but that said building shall generally conform to the overall Shopping Center design and appearance and to that end Tenant agrees that the exterior design and finishing plans and specifications shall be submitted and subject to the approval of Landlord; which approval Landlord agrees shall not be unreasonably withheld. Such plans shall be deemed approved unless written objections thereto is delivered to Tenant within fifteen (15) days after the submission to Landlord.

Tenant further agrees to pave, stripe, curb, and landscape at its own cost and expense the Leased Premises consistent with the paving and landscaping plan of Landlord for the Shopping Center.

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Tenant covenants that such building and all additions, restorations, and other improvements on the Leased Premises shall be constructed in a first class workmanlike manner, free and clear of all liens and encumbrances, in accordance with all applicable building codes and shall satisfy all laws ordinances and requirements of governmental authorities having jurisdiction thereof. At the expiration or termination of this lease, or the last renewal thereof, Tenant shall deliver possession of the Leased Premises to Landlord, and Tenant shall leave the building and all other improvements (except as otherwise provided in Section 13) upon the Leased Premises and in as good condition as that existing during the last use thereof, (subject to Section 23) and the building and all other improvements so left will thereupon become the property of Landlord. Title to any building and other improvements placed on the leased premises by Tenant shall be vested in Tenant until the expiration or termination of the lease as aforesaid. Tenant proposes to construct, operate and maintain a financial services institution on the Leased Premises, and Landlord covenants that the Leased Premises are not subject to any zoning which would preclude the use thereof for the construction, operation and maintenance of such building and facilities by Tenant.

Section 4. LEASE CONDITIONED ON TENANT OBTAINING PERMISSION OF THE STATE SUPERINTENDENT OF BANKS AND THE FEDERAL DEPOSIT INSURANCE CORPORATION: Notwithstanding anything to the contrary contained in this lease agreement, it is expressly understood and agreed that this lease is conditioned upon and subject to the obtaining by Tenant of permission of the State Superintendent of Banks and the Federal Deposit Insurance Corporation (or other governmental agency or body having jurisdiction) for the operation a branch bank on the Leased Premises. Tenant shall exercise its best efforts to obtain such permission, but if Tenant does not have such permission by December 31, 1984 either

Landlord or Tenant may, at their option, by written notice to the other of them, cancel and terminate this lease.

Section 5. LEASE TERM: The term of this lease shall commence on the date after Landlord has delivered possession and Tenant has obtained the approval referred to in Section 4 hereof, and Tenant has either (a) installed a temporary facility on the Leased Premises or on property of Landlord adjoining the Leased Premises, or (b) has completed construction of the building which it is to erect upon the Leased Premises, and has opened such facility to the public for the conduct of its business, whichever first occurs, and shall continue thereafter for a term of ten years, unless sooner terminated, or is extended as herein provided; provided, however, that in any event the term of this lease shall commence no later than September 1, 1984, or such later date upon which the permission required under Section 4 shall have been obtained and grading and paving has been completed as hereinafter provided. If the term hereof shall commence on a day other than the first day of the month, said initial term shall continue for ten years from the first day of the first month immediately following such commencement date, and the period from the commencement date to the first day of the first month immediately following is herein referred to as "partial month".

Landlord agrees to exercise its best efforts to complete grading and paving of that portion of the property outlined in yellow on Exhibit A and the grading of that portion outlined in red on Exhibit A by September 1, 1984. Landlord shall grade the Leased Premises to an elevation level acceptable to Tenant but consistent with Landlord's grading plan for the Shopping Center. Should such work not have been completed by the commencement date which would otherwise be effective, then such commencement date shall be the date on which such grading and paving work shall have been completed, provided that in the event such work is not completed by October 1, 1984 Tenant may at its option terminate this Lease.

When the commencement and the termination date of the primary lease term have been determined as provided in this Section, Landlord and Tenant shall execute and deliver in recordable form a written statement specifying the commencement date and termination date of the lease term.

Section 6. FORCE MAJEURE: In the event that either party hereto is rendered unable to carry out any obligations under this lease whether wholly or in part, because of force majeure, then such obligations shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rules and peoples, civil disturbances, explosions, breakage or accidents to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this Section, no obligation of either party hereto shall be suspended where such obligation is for, or relates to, the payment of money.

Section 7. POSSESSION: Landlord covenants to deliver physical possession of the Leased Premises to Tenant free and clear of all tenancies and occupancies by September 1, 1984, or upon completion of grading and paving as provided in Section 5 hereof, if such grading is not completed prior to September 1, 1984. Tenant shall have the right to use the Leased Premises prior to the commencement of the lease term as it is determined in Section 5, to perform the installation and construction referred to in Section 3.

Section 8. RENT: Tenant agrees to pay Landlord rental as follows: From the date possession is given to Tenant until either the

temporary or permanent building is completed and opened for business as provided in Section 5, rent shall be payable monthly in the amount of \$500.00. For the two years following the commencement of the lease term as determined in Section 5, rent shall be \$21,600.00 annually, payable in monthly installments of \$1,800.00. For the next three years of the primary term, rent shall be \$32,400.00 per year payable in monthly installments of \$2,700.00. For the final five years, rent shall be \$39,312.00 per year payable in monthly installments of \$3,276.00. The rental prescribed herein shall be payable in advance on the first day of each calendar month. In the event that possession is delivered, or the term commences on a day other than the first day of a calendar month, then the rental due for that partial month will be prorated based on the number of days of occupancy during that month.

Section 9. UTILITIES: Prior to the commencement of the lease term, Landlord shall provide connections for all utilities (except gas) including sewage, to the boundary of the Shopping Center, or to a point in that part of public right of way immediately adjacent to the Leased Premises. Tenant shall pay for all water, sewer, demand, connection, and use charges and electric current used in or on the Leased Premises in the operation of its business and for all fuel required in heating and air conditioning the building. Landlord shall not be under any responsibility or liability in any way whatsoever for the quality, quantity, impairment, interruption, stoppage or other interference with service involving water, heat, gas, electric current for light and power, telephone or any other service.

Section 10. PAYMENT OF TAXES: Tenant shall pay, before the same become delinquent, all real estate taxes assessed on said building and other improvements which it erects or causes to be erected on the Leased Premises and on the land constituting the Leased Premises. Tenant shall pay all personal property taxes which may be levied against its property.

Section 11. ASSIGNMENT: Tenant may assign or transfer this lease or sublease the Leased Premises hereof; provided however, that any subleasing or assignment to other than a related company of Tenant shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld, and which shall not release Tenant from its obligations hereunder.

Section 12. LAWS, WASTE OR NUISANCE: Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Leased Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of Landlord's insurance carriers and other organizations establishing insurance rates; (c) not suffer, permit or commit any waste or nuisance; (d) keep the building and all other improvements on the Leased Premises in a state of good repair and equipped with all safety appliances required by Tenant's use of the Leased Premises; and (e) procure all licenses and permits required for Tenant's use of the Leased Premises.

Section 13. FURNITURE, FIXTURES AND EQUIPMENT: Tenant shall have the right to remove at any time during the term and within thirty (30) days thereafter provided it shall not be in default hereunder, any and all furniture, fixtures, vault doors, signs (electrical or otherwise), and banking machinery and equipment, whether attached to the lands or building or otherwise, placed in or on the Leased Premises by Tenant and which are not owned by Landlord. Any of the foregoing remaining on the Leased Premises after thirty (30) days following the expiration of the term, or any extension or renewal thereof and not removed by the Tenant, shall be deemed abandoned by Tenant and shall become the property of Landlord. Tenant agrees to repair at its own cost and expense any damage occasioned by removal of any of the aforesaid.

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Section 14. COST OF MAINTENANCE OF COMMON AREAS:

Landlord shall be responsible for maintaining the common areas of the Shopping Center and Tenant shall be responsible for maintaining the Leased Premises.

Section 15. DEFAULT BY TENANT: If Tenant defaults in the payment of rent, or other monies required herein to be paid by Tenant, or in the performance of any of Tenant's other obligations hereunder, Landlord may, after once notifying Tenant in writing of such default (unless within thirty (30) days after receipt of such notice Tenant cures such default if the same involves the payment of rent or other monies required herein to be paid by Tenant or in the case of default other than in the payment of money, Tenant commences and diligently proceeds to cure such default) declare this lease and any renewal thereof cancelled and terminated. If the notice provided shall have been given and the lease shall terminate as aforesaid or should Landlord elect not to terminate this lease, in either event Landlord shall have the immediate right to reenter and repossess the Leased Premises with or without process of law.

Landlord shall have the further right (but shall not be obligated to do so) to relet the Leased Premises and the improvements thereon, if Landlord elects to not terminate this lease. Such reletting shall be for such term or terms and at rental consistent with rentals for comparable space in the area of these Leased Premises and on such other terms and conditions as Landlord may deem advisable. If Landlord relets for an amount less than the rental and other charges required by this lease to be paid by Tenant, then Landlord shall notify Tenant of the deficiency each month and Tenant shall pay the deficiency to Landlord within fifteen (15) days of receipt of such notice; provided, however, Landlord shall promptly submit to Tenant subsequent to the end of each lease year a statement of a Certified Public Accountant as to the amount of rental and other monies received by Landlord for that lease year from Tenant and all other parties paying rent on the Leased Premises, and if such total amount of rental and other monies from Tenant and all other parties paying rent on the Leased Premises shall exceed or be less than the total amount of rental and other

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monies Tenant would otherwise be required to pay under this lease for the applicable lease year period, then Landlord shall remit such excess to Tenant or Tenant shall pay such deficiency to Landlord, within fifteen (15) days after receipt of such Certified Public Accountant's statement.

No re-entry by Landlord under the provisions of this Section shall bar the recovery of rent or damages for breach of any of the covenants, agreements or conditions on the part of Tenant herein contained. The receipts of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver or forfeiture of Landlord to any of the rights or remedies provided for herein.

The exercise by Landlord of any right or remedy or of any alternative rights or remedies, granted herein to Landlord shall not affect or prejudice any other rights or remedies afforded Landlord by law. Any failure of Landlord promptly to exercise the rights or pursue the remedies accruing hereunder by reason of any breach or default shall not operate as a waiver, but the rights and remedies shall be available to Landlord at any time or times.

Section 16. NOTICES: All notices which may be given or which are required to be given hereunder shall be in writing and sent by Certified United States Mail, postage prepaid, addressed to the Landlord at 2118 First Avenue, North, Birmingham, Alabama 35203, and to the Tenant at First Bank of Alabaster, 831 North First Street, Alabaster, Alabama 35007 (to the attention fo Tenant's President), or at such other place as Landlord or Tenant may by written notice from time to time designate. The date of service of notice shall be the date on which such notice is mailed, except that no assignment of rent due or to become due shall be binding upon Tenant until written notice thereof shall have been received by Tenant.

SECTION 17. INDEMNITY, LIABILITY INSURANCE, PAYMENT OF COSTS, EXPENSES AND ATTORENYS' FEES: (a) Tenant shall indemnify and save Landlord and Landlord's agents and employees harmless from suits, actions, damages, liability, expense, court costs and

attorneys' fees in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises or the improvements thereon, or the occupancy or use by Tenant of said premises or any part thereof, or occasioned by act of Tenant, Tenant's agents, employees, invitees or licensees, upon the Leased Premises or on the sidewalks, and common areas and facilities within the Shopping Center development. Tenant shall store its property in and shall occupy the Leased Premises and the improvements thereon at its own risk, and releases Landlord, to the full extent permitted by law, from all claims of every kind resulting from property damage. Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's equipment, fixtures or other property of Tenant or to Tenant's business except those caused by Landlord's negligence. Landlord shall not be responsible or liable for any injury, loss or damage to any person or to any property of Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Shopping Center or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, stream or snow or ice running, backing up, seepage, or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect in the construction, operation or use of any premises, building machinery, apparatus or equipment in or about the Shopping Center by any third party, or by or from the acts of negligence of any occupant of any premises constituting a part of the Shopping Center.

(b) Tenant covenants to provide on or before the commencement date of the construction of said building and other improvements by Tenant on the Leased Premises and to keep in force (at Tenant's cost and expense) during the term of this lease, a comprehensive public liability policy of insurance insuring Tenant against any liability occasioned by

accident on or about the Lease Premises. Such policy shall be written by an insurance company acceptable to Landlord, with limits in the amount of one million dollars (\$1,000,000) for personal injury or death in respect of any one occurrence and fifty thousand dollars (\$50,000) for property damage. The original policy or a certificate thereof together with evidence of payment therefor, shall be delivered to Landlord. Tenant shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time and furnish said renewals and evidence of payment therefor to Landlord.

Section 18. MORTGAGES: Any mortgage now existing or hereafter placed on the real estate of which the Leased Premises are a part shall be subject and subordinate to this lease; provided, however, that should the mortgage lender require that this lease be subordinated to its mortgage, Tenant agrees to enter into such subordination agreement as the mortgage lender may require, provided that the mortgage lender agrees that any default under the mortgage or foreclosure thereof shall not affect the continuance of this lease or the possession of Tenant, so long as Tenant is not in default hereunder.

Section 19. ESTOPPEL CERTIFICATES: At reasonable intervals, at any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute acknowledge and deliver to Landlord a statement in writing certifying that this lease is unmodified and 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) and the dates to which the rent, or other charges, have been paid.

Section 20. SEPARATE ASSESSMENT OF AD VALOREM TAXES: Landlord and Tenant agree that so long as this lease shall remain in effect, the Leased Premises shall be assessed separately from all other property of Landlord, for ad valorem tax purposes.

Section 21. SIGNS: Tenant shall have the right to place or to erect identification signs of its own design on or fixed to Tenant's building

or land. Size, height, type, number, kind and location of the sign shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld and shall be consistent with signage restrictions imposed on other out parcel tenants.

Section 22. FIRE OR OTHER CASUALTY: (a) Tenant agrees that it will, for the joint benefit of itself and Landlord, from the date hereof and throughout the term of this lease, maintain in full force and effect, at Tenant's cost and expense, fire, extended coverage, vandalism and malicious mischief insurance on Tenant's building and other improvements on the Leased Premises in an amount reasonably equal to the then current replacement cost thereof. A memorandum of such insurance policy(ies) shall be deposited with Landlord if requested by Landlord. The proceeds of all such insurance shall be payable to and shall be receivable by Tenant alone.

Section 23. TAKING BY CONDEMNATION OR RIGHT OF EMINENT DOMAIN: (a) If the Leased Premises, or such portion thereof as would render the balance unsuitable for the purposes of Tenant, shall be taken by condemnation or by right of eminent domain or if any taking by condemnation or by right of eminent domain shall result in such diminution of the parking area or other buildings in the Shopping Center as would make it economically impracticable in the opinion of tenant to continue to operate the financial institution of Tenant (and Landlord is unable to replace such buildings one for parking on lands contiguous to the Shopping Center) (condemnation of less than twenty percent of the parking area on the Leased Premise shall not be deemed to make it economically impracticable to continue to operate the financial institution of Tenant), then either of the parties hereto, upon notice to the other party, shall be entitled to terminate this lease provided that such notice is given within thirty (30) days after the taking authority has taken actual possession of said condemned portion of the Leased Premises or said buildings and or parking area of the Shopping Center; this lease to terminate upon the expiration of said thirty (30) day period.

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(b) Should any part of the Leased Premises and/or of the building or other improvements thereon be taken by condemnation or right of eminent domain and if (pursuant to paragraph (a) of this Section 23) this lease is not terminated, Tenant, at its own cost and expense, and free and clear of all liens and encumbrances, shall promptly restore said building and other improvements on the Leased Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable (subject to zoning and building laws then in existence) and the rent payable hereunder shall be reduced, effective the date possession is required to be delivered to the taking authority, in the proportion that the value of the Leased Premises so taken bears to the total value of the Leased Premises immediately prior to such taking; provided, however, that in the event Tenant does not receive (after deducting all expenses and costs, including, but not limited to, reasonable attorneys' fees, incurred in connection with prosecuting any claim for such taking) a sufficient amount of the condemnation or other award to cover the cost of restoring said building and other improvements Tenant may, but shall not be obligated to, supply the amount of such insufficiency and restore the building and other improvements, or may terminate this lease and such election shall be made by Tenant giving Landlord notice thereof within ninety (90) days after such amount to be received by Tenant has been determined; provided further, however, that Landlord may, by notice to Tenant, within thirty (30) days after receiving Tenant's termination notice to elect to provide the amount of such deficiency necessary to restore the building and other improvements. If such election is made by Landlord, Tenant's said termination notice shall be void and this lease, including any renewals thereof, shall continue in full force and effect according to the terms, conditions and provisions hereof.

(c) Should any part of the Shopping Center (exclusive of the Leased Premises and of the building and other improvements situated on the Leased Premises) be so taken, and provided (pursuant to paragraph (a) of this Section 23) this lease be not terminated, Tenant shall not be entitled to and expressly waives all claim to any condemnation or other award for any such taking. Landlord shall be entitled to receive the entire award and

Tenant hereby expressly assigns to Landlord any and all right, title, claim and interest of Tenant now or hereafter arising in or to any part thereof.

(d) Should any part of the building and/or other improvements on the Leased Premises be taken by condemnation or right of eminent domain and (pursuant to paragraph (a) of this Section 23) this lease be not terminated, then to the extent that the amount of any such award received by Tenant is in excess of the amount necessary to restore the building and other improvements on the Leased Premises, as herein provided such excess shall be allocated between Landlord and Tenant according to the formula set out in paragraph (e)(ii) below.

(e) Should (pursuant to paragraph (a) of this Section 23) this lease be terminated, any award resulting from such taking and attributable to the Leased Premises or to the building or improvements thereon shall (after deducting costs and expenses, including but not limited to, reasonable attorneys' fees incurred in prosecuting the claim for such award) be allocated between Landlord and Tenant as follows:

(i) The first allocation shall be Landlord's and shall be the amount of the award attributable to the land or portion thereof so taken, constituting the Leased Premises disregarding the value of improvements thereon.

(ii) The second allocation which shall be payable to Tenant (if any excess remains after said first allocation to Landlord) shall be that percentage of the remainder of the award determined by multiplying said sum by a fraction having as its numerator the number of years, including any fraction of a year, from the date of such taking to the end of the lease term, including all options to renew contained in this lease, and the denominator shall be the number of years, and any portion of a year, constituting the total lease term and all options to renew.

(iii) In the event that, after the said first and second allocations, there is any excess remaining of the award, such excess shall be paid to Landlord, and Tenant shall have no right, title or interest therein or claim thereto.

(f) If pursuant to this Section 23, this lease is terminated, rent and other charges shall be paid to the date of such taking and any excess refunded to Tenant.

(g) If Landlord and Tenant are unable to agree as to their respective participations under this Section 23 in such condemnation or other award, the matters in dispute shall be resolved by arbitrators selected in the following manner: Landlord and Tenant shall each appoint an appraiser having an M.A.I. Certificate and the two appraisers so appointed shall within ten (10) days after the appointment of the second appraiser, select a third and the opinion of a majority of the three shall be binding on both Landlord and Tenant. If Landlord's and Tenant's respective appraisers are unable to agree on such third appraiser to be selected, the third shall be selected by the presiding judge of the Circuit Court of Jefferson County, Alabama.

Section 24. OPTIONS: Provided that Tenant is not in default under the terms of this lease, Tenant shall have the option to extend the term of this lease for one or more of four consecutive ten year periods (the first commencing at the expiration of the original lease term and ending ten years thereafter and the second commencing with the expiration of the first renewal term and ending ten years thereafter etc.). Tenant shall occupy the Leased Premises during any renewal period on the same terms and conditions as herein contained except that rent shall be determined as follows:

The annual rent payable during each sequential five year segment of any renewal term or term beginning with the first renewal term shall be based on the United States Consumer Price Index for All Urban Consumers-All Items published from time to time by the Bureau of Labor Statistics of the United States Department of Labor or any successor governmental agency (herein called the "CPI"). The annual rent for each five year sequential segment of the renewal term or terms beginning with the first renewal term shall be thirty three thousand six hundred ninety-six (33,696) multiplied by a fraction, the denominator of which shall be the last CPI published prior to the start of the sixth year of the original lease term and the numerator of which shall be the last CPI published prior to the first day of the five year segment of the renewal term for which rent is then being determined; provided, however, notwithstanding any provisions of this Lease, the annual rental payable during each five year segment of a renewal

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term shall not be less than the average annual rental payable during the original lease term and in no event shall the increase in rental for any five year period subsequent to the original lease term exceed 25% of the average rental paid in the previous five year period unless the CPI increases an amount in excess of 40% during any such previous five year period, then the rental increase will be greater than 25%, but in no event exceed 35%.

It is the intention of the parties that the determination of the rental for the five year segment of renewal terms not be affected or distorted by any changes in the method which the CPI is determined or the form in which the CPI is presented, including, but not limited to changes in the reference year on which the CPI is based or changes in the components of the CPI. Accordingly, if the method by which the CPI is determined or the form in which the CPI is presented is hereafter changed, the index used and the numerator of the fraction described above shall be adjusted so that such index is determined and presented on the same basis as the CPI used in the denominator of such fraction. To the extent possible, such adjustment shall be based on any adjustment factor published by the United States Department of Labor or successor governmental agency. If for any reason the index used in the numerator of such fraction cannot be determined on the same basis as the CPI used in the denominator of such fraction, or if the CPI is not hereafter published, the rental for the renewal terms shall be determined by reference to the index of consumer prices then published by the United States Government or any agency thereof that most nearly resembles the CPI in effect on the commencement date of this lease.

To exercise the first renewal option Tenant must give notice to Landlord in writing at least six months prior to the expiration of the original term of this lease and to extend for any subsequent term, notice must be given in writing by Tenant to Landlord at least six months prior to the expiration of the renewal term then in existence.

Section 25. QUIET ENJOYMENT, WARRANTY OF TITLE AND AUTHORITY TO EXECUTE LEASE: Landlord does hereby covenant and agree with the Tenant that, subject to the terms and conditions of this

lease, Tenant shall have and enjoy the Leased Premises during the term provided, free from the adverse claims of any and all persons whomsoever. Landlord further warrants that Landlord has the right and power to execute and perform this lease and to grant to Tenant the leasehold interest as herein provided.

Section 26. WAIVER OF SUBROGATION: If the same can be done (and if payment of additional premium is required the party benefiting shall pay such additional premium), each party to this lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises or the contents thereof to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to this lease or its agents or employees. The parties hereto do hereby waive any or all right of recovery against each other for losses covered by such policies, provided the insurance companies issuing same shall waive subrogation rights. Notwithstanding the foregoing provisions of this Section, neither party shall be liable for any injuries, loss, liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, agents, employees or otherwise, unless same shall invalidate any insurance policy affecting the Leased Premises or the Shopping Center of which it is a part.

SECTION 27. OPERATION OF FINANCIAL SERVICES FACILITY: Tenant agrees that during the term of this lease it will operate a financial services facility ("Facility") on the leased premises as long as such operation is economically feasible. It is agreed that in the event during the lease term Tenant determines that it is not economically feasible to operate such Facility on the Leased Premises it will exercise reasonable efforts to assign this lease or sublet the Leased Premises to an entity acceptable to Landlord which will operate such a Facility on the property. Should Tenant be unable to assign or sublet the Leased Premises within nine months following the closing of the Facility then Landlord at its option may terminate this lease upon written notice to Tenant.

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Section 28. OPTION TO PURCHASE. Landlord covenants and agrees for itself, its successors and assigns, that if at any time during the term of this Lease or any renewal or extension hereof it wishes to sell the Leased Premises separate and apart from the Shopping Center, or if Landlord receives or obtains a bona fide offer to purchase the ~~the~~ Leased Premises separate and apart from the Shopping Center, on terms and conditions on which Landlord is willing to sell, Landlord shall in either case by registered or certified mail notify Tenant, in writing of its willingness to sell, or of the offer and all terms and conditions thereof, and Landlord shall not thereafter sell the Leased Premises separate and apart from the Shopping Center to any person, firm, or corporation other than to Tenant until more than sixty (60) days have elapsed after Landlord has sent the details of the offer or proposed sale to Tenant by registered or certified mail as aforesaid; and Tenant shall have sixty (60) days from the date of the postmark on Landlord's registered or certified letter to it of the offer within which to exercise by communicating a written acceptance of the offer to Landlord on the same terms and conditions on which it is willing to sell the Leased Premises separate and apart from the Shopping Center, or if Landlord has received a bona fide offer, on the terms contained in the bona fide offer made to Landlord by any third party; and if Tenant shall fail to communicate its written acceptance to Landlord within the said sixty (60) days Landlord may sell the property to the third party; provided, however, that if Tenant should fail to exercise its right to purchase and should Landlord fail thereafter to consummate a sale of the Leased Premises separate and apart from the Shopping Center to the third party who made the said offer to purchase, and if another offer or offers to purchase the Leased Premises separate and apart from the Shopping Center, should be made to Landlord thereafter, or if Landlord wishes to sell, then Tenant shall again be given the first opportunity and privilege to purchase as above provided.

Section 29. SUCCESSORS AND ASSIGNS: Except as otherwise provided herein, this lease shall inure to the benefit of and be binding on the respective heirs, personal representatives, successors and assigns of the parties hereto.

Section 30. ENTIRE AGREEMENT: This lease sets forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No amendment to this lease shall be binding upon Landlord or Tenant unless reduced to writing and duly executed.

Section 31. HEADINGS: The captions and headings throughout this lease are for convenience and reference only and are not intended to and shall not be deemed to define, limit, describe, construe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this lease, nor to in any way affect this lease.

IN WITNESS WHEREOF, the parties have respectively executed this instrument on the day and year first above written.

BIRMINGHAM REALTY COMPANY

By *James M. Cunningham*  
Its *President*

LANDLORD

FIRST BANK OF ALABASTER

By *J. E. Bearden*  
Its *President*

TENANT

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STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned authority in and for said County, in said State, hereby certify that Russell M. Cunningham whose name as Pres. of BIRMINGHAM REALTY COMPANY, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 11<sup>th</sup> day of June, 1984.

R. O. Colvin  
Notary Public

My commission expires: Aug 12, 1987

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

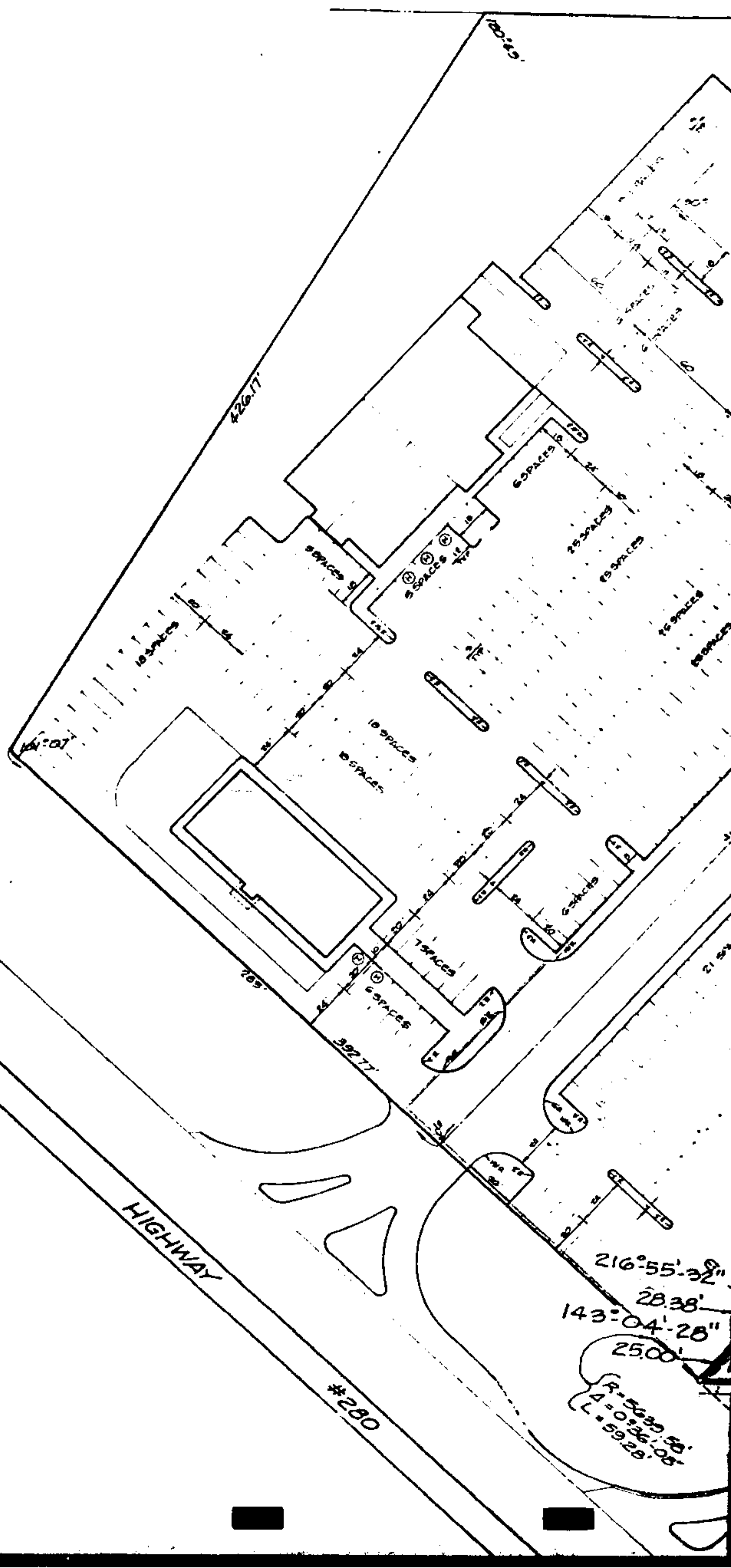
I, the undersigned authority in and for said County, in said State, hereby certify that J. E. Beard whose name as President of FIRST BANK OF ALABASTER, a state banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with fully authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this the 11<sup>th</sup> day of June, 1984.

R. O. Colvin  
Notary Public

My commission expires: Aug 12, 1987

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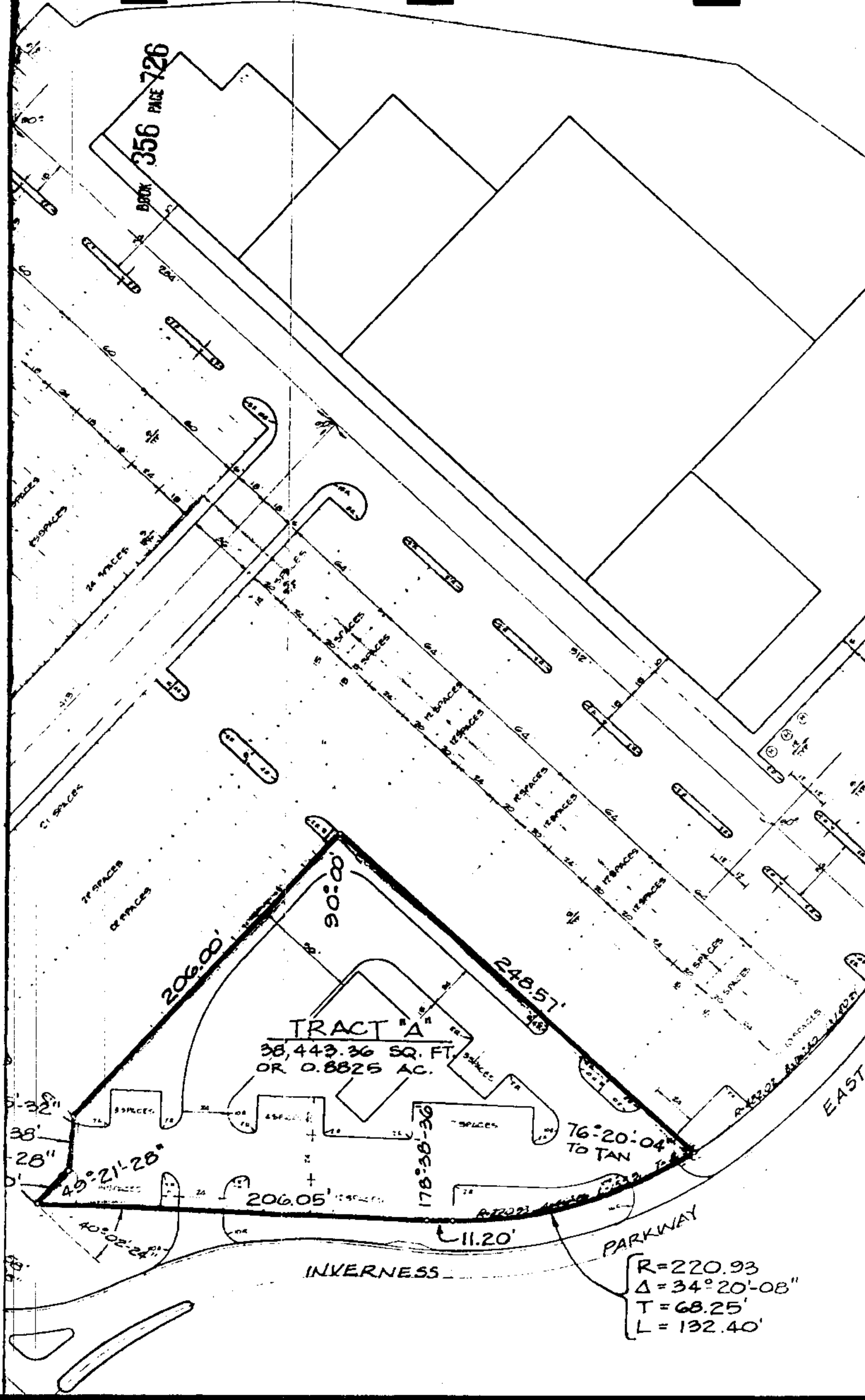
TRACT "A"  
38,443.36 SQ. FT.  
OR 0.8825 AC.

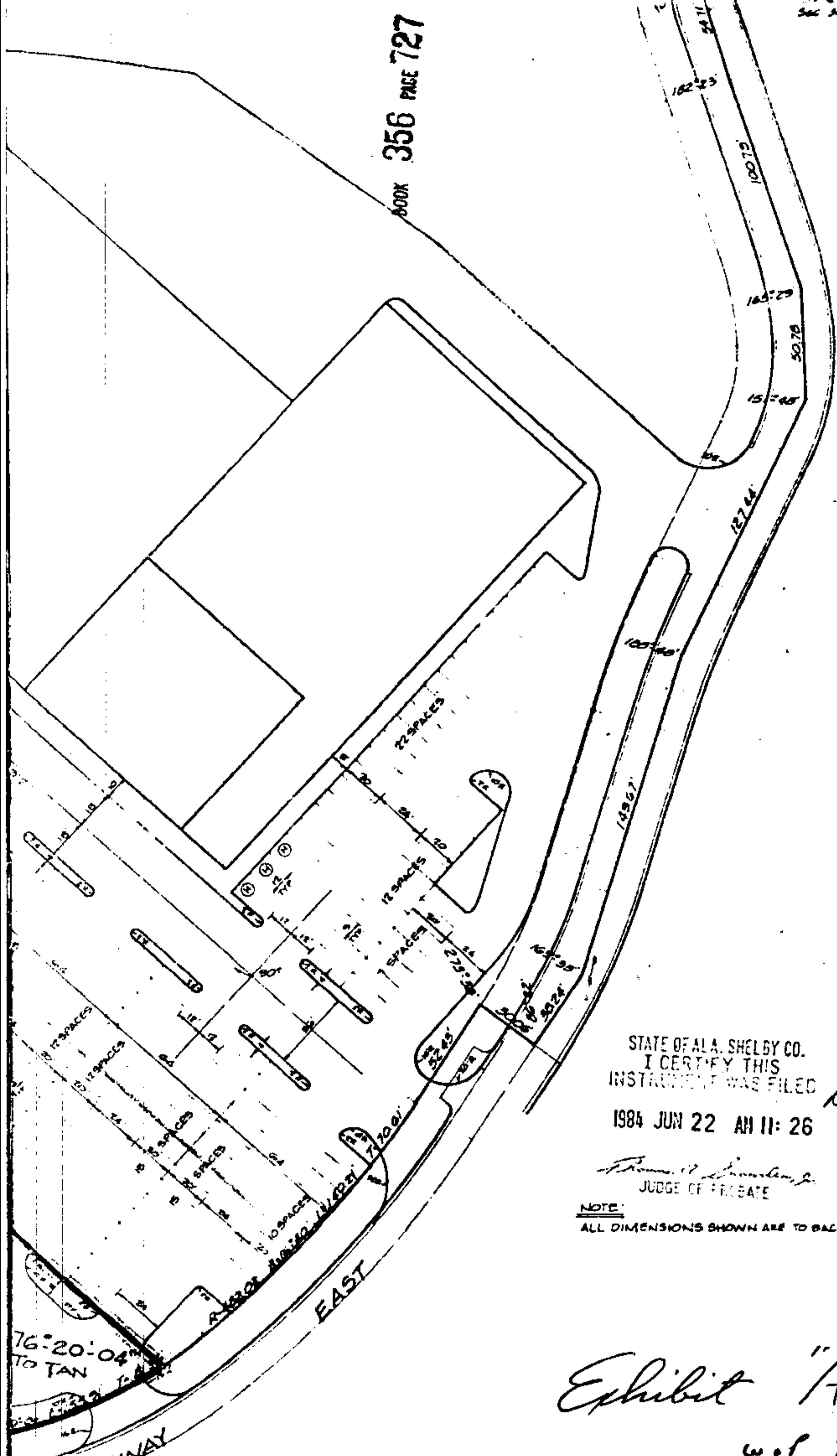
INVERNESS

PARKWAY

EAST

$R = 220.93$   
 $\Delta = 34^{\circ}20'08''$   
 $T = 68.25'$   
 $L = 132.40'$





STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED  
 1984 JUN 22 AM 11:26  
*Thomas W. Shivers, Jr.*  
 JUDGE OF PROBATE

*Acct. 159.00*  
*Rec 36.00*  
*Ind. 1.00*  
196.00

NOTE:  
 ALL DIMENSIONS SHOWN ARE TO BACK OF CURB.

*Exhibit "A"*  
*W.S. Schoel*

$R = 220.93$   
 $\Delta = 34^{\circ}20'08''$   
 $T = 68.25'$   
 $L = 132.40'$

SOUTHTRUST LEASE	
WALTER SCHOEL ENGINEERING CO. CONSULTING ENGINEERS BIRMINGHAM, ALABAMA	
TRACT "A"	
RIVER HILLS SHOPPING CENTER	
SITUATED IN THE SE 1/4 OF NW 1/4 OF SEC. 36-18-2W	
DRAWN BY: J.W.H.	SHEET NO.