

188  
LANDLORD'S WAIVER AND CONSENT

31 Inverness Center Parkway  
Address

Birmingham, Al. -Attn: Mr. Leo Karpeles  
City & State

August 15, 1984

Date

TO: FIRST ALABAMA BANK OF BIRMINGHAM  
LESSOR

Whereas the above lessor has entered into a lease contract with B E & K, INC.

Lessee, for the rental of See description of Computer equipment on attached Exhibit B  
(Full description of rented items)

hereinafter referred to as the "Equipment" now or to be installed or kept at: 104 Inverness Center Place,

Birmingham, Alabama 35243

(Full local address of equipment location, including city & state)

the undersigned landlord of the said premises, in consideration of the said contract and the delivery of said "Equipment" to the Lessee by these presents, consents to said installation and does waive and relinquish unto the Lessor and assigns, all right of levy for rent or mortgage payments and all claims and demands of every kind against the said "Equipment" now or to be installed under said contract. This waiver is to continue until full compliance by the Lessee with all the terms and conditions of said contract. The undersigned landlord also disclaims any ownership or other interest in subject equipment and in other equipment that may be added from time to time, even though said equipment may become attached to the real property or become a fixture thereof. The undersigned agrees that said "Equipment" shall not become part of the free-hold and may be removed and repossessed by the Lessor and assigns at any time without any liability to Lessor, except that in the event said equipment may become attached to the real property or become a fixture thereof, the real property (building) shall be restored to its original condition.

WITNESS my (our) hand(s) and seal(s) the day and year above written.

X Leo Karpeles (L. S.)  
Landlord  
Taylor & Mathis of Alabama, Inc.

Signed, sealed and delivered in the presence of:

X Charles L. Jeff  
My Commission Expires August 12, 1986

First Al. Leasing

**EXHIBIT A**

LEGAL NAME, AND ADDRESS OF LESSEE:

[ SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS) ]

[illegible]

**DATE:**

NAME OF LESSEE: B E & K, INC.

**(FULL LEGAL NAME)**

**BY:**

**SIGNATURE**

**TITLE**

BY:

**SIGNATURE**

**TITLE**