

1262

25.10
DOWNTOWN OFFICE
First Alabama Bank
P. O. BOX 10247
BIRMINGHAM, ALABAMA 35202

STATE OF ALABAMA)
COUNTY OF SHELBY)

LEASE AGREEMENT

THIS LEASE AGREEMENT executed this the 13 day
of February, 1955, by and between EDWIN CARTER and LINDA
CARTER (hereinafter called "Lessor"), and ELECTRIC MACHINE
CONTROL, INC. (hereinafter called "Lessee").

W I T N E S S E T H:

That the Lessor does hereby demise, let and lease
unto Lessee and the Lessee does hereby demise, let and lease
from Lessor the following described real estate in Shelby
County, Alabama, to-wit;

That certain real property more particularly
described on Exhibit "A" attached hereto and made a
part hereof, together with the improvements to be
constructed thereon in accordance with the plans
and specifications therefor which have been
approved by the parties (hereinafter sometimes
called the "premises" or "leased premises" or
"demised premises"),

for use and occupancy by Lessee for a manufacturing facility
and offices, and for all other lawful uses as Lessee may from
time to time so designate, for and during a term of one (1)
year beginning on the date that possession of the demised
premises, completed in accordance with the plans and
specifications, is delivered to Lessee, and from year to year
thereafter until terminated by either party as provided in
Section 16 hereof. Lessor covenants to keep Lessee in quiet
possession of the premises during said term, provided Lessee
shall comply with the stipulations of this lease. Lessor and
Lessee further agree as follows:

1. RENT: Lessee agrees to pay Lessor as rent for
use and occupancy of said premises the sum of Two Thousand
Dollars (\$2,000) per month in advance on the first day of
each month, being at the rate of Twenty-Four Thousand Dollars

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(\$24,000) per annum. In the event the term of this lease begins or terminates on a day other than the first or last day of a month, the monthly rental shall be prorated so that the Lessee will pay rent only for those days during which the lease is in effect for said months.

2. USE OF PREMISES: The premises shall be used and occupied solely for the purposes hereinabove set out. Lessee at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful governmental authority having jurisdiction over said premises.

3. MAINTENANCE AND REPAIRS: Lessor shall not be obligated or required to make any repairs or do any work on or about said premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein agreed. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessee will keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in good order and repair and will do all repairs, modifications and replacements which may be required by applicable laws or ordinances. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and premises at all times.

4. ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, EQUIPMENT, AND FIXTURE INSTALLATION: Lessee may make at Lessee's expense additions, modifications (including electrical and plumbing modifications), alterations, or improvements to the interior and exterior of the premises so long as such additions, modifications, alterations, or improvements do not

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endanger the structural soundness of the premises. Lessee may at Lessee's expense move onto the premises and install thereon all equipment and fixtures necessary for Lessee's use of the premises as set out hereinabove. All furnishings, fixtures, equipment and office machines used on or about the premises shall at all times be and remain the property of Lessee and Lessee shall have the right to remove the same from said premises at any time during the term hereof, provided Lessee shall not be in default hereunder and provided further that Lessee, at Lessee's sole cost and expense, shall repair or reimburse Lessor for the cost of repairing any and all damage to said premises resulting from the removal of such furnishings, fixtures, equipment and office machinery.

5. CARE OF PREMISES: Lessee shall not permit or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or the building or to the sidewalks and pavements adjoining the premises. Lessee at all times shall keep said premises in neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow and ice. Lessee shall store all trash, rubbish and garbage within said premises, and shall provide for the prompt and regular removal thereof for disposal. Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the premises. Lessee agrees to permit no waste of the property, but on the contrary to take good care of same; and upon termination of this lease to surrender possession of same without notice.

6. ENTRY BY LESSOR: Lessor at all reasonable times may enter said premises for the purpose of (1) inspection thereof, (2) making repairs or replacements to said

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premises or said building, and (3) exhibiting the premises to prospective lessees, purchasers, or other persons.

7. PAYMENT OF UTILITIES AND SERVICES: Lessee shall pay all utility charges used on or arising from the operation of the premises, including, but not limited to, all charges for gas, electricity, water, garbage and trash collection, and sewerage, during the term of this lease.

8. REAL ESTATE TAXES: Lessee will promptly pay when due all taxes commonly called ad valorem real estate taxes or assessments on real estate levied upon or assessed against the premises or the owners thereof during the term of this lease.

9. FIRE OR CASUALTY: If the premises shall be made untenable by fire or other casualty, Lessor, if Lessor so elects, may (a) terminate the term of this lease, effective as of the date of such fire or casualty, by written notice given to Lessee within thirty (30) days after such date, or (b) repair, restore, or rehabilitate said premises at Lessor's expense, to the extent of the proceeds of insurance collected on the building by reason of such casualty, within four (4) months after the date of such fire or casualty, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a per diem basis while the premises shall remain untenable.

10. CONDEMNATION: In the event that the whole of said premises or such portion thereof as will make the leased premises unsuitable for the purposes herein leased shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power. All damages awarded for the taking of said premises, or any

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part thereof shall be payable in the full amount thereof to and the same shall be the property of Lessor, including, but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to Lessee for the loss of value and cost of removal of stock, furniture, and fixtures owned by Lessee. In the event of a partial taking of the demised premises, as the result of which the reduction in the ground floor area does not materially or substantially interfere with the use by Lessee of the premises for the purpose herein leased, the term of this lease will continue and Lessor, at Lessor's expense, will restore the remaining premises to a complete architectural unit, but there will be a pro rata reduction in the rent payable each month and Lessee will have no right to any of the proceeds of such taking.

11. ASSIGNMENT OR SUBLETTING: Lessee may not assign or transfer this lease or sublease the premises or any portion thereof unless the written consent of the Lessor be first obtained.

12. DEFAULT: The happening of any one or more of the following listed events (hereafter referred to singly as "event of default" and plurally as "events of default") shall constitute a breach of this lease agreement on the part of Lessee, namely:

(a) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act.

(b) The failure of Lessee to pay any rent payable under this lease agreement and the continued failure to pay the same for fifteen (15) days after Lessor puts Lessee on notice in writing that the rent has not been paid.

(c) The failure of Lessee to fully and promptly perform any act required of Lessee in the performance of this lease (other than the payment of rent) or to otherwise comply with any term or provision thereof after fifteen-days' notice in writing from Lessor of Lessee's failure to perform.

(d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Lessee.

(e) The assignment by Lessee of all or any part of Lessee's property or assets for the benefit of Lessee's creditors.

(f) The levy of execution attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debt or claim.

Upon the happening of any event of default, Lessor, if Lessor shall elect, may (1) collect each installment of rental hereunder as and when the same matures, or (2) terminate the term of this lease agreement without further liability to Lessee hereunder, or (3) terminate Lessee's right to possession and occupancy of the premises without terminating the term of this lease agreement, and in the event Lessor shall exercise such right of election the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default. Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or occupancy of the premises without terminating the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. If Lessor shall elect to terminate Lessee's right to possession only, without terminating the term of this lease,

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Lessor at Lessor's option may enter into the premises, remove Lessee's property and other evidence of tenancy and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from Lessee's obligation to pay the rent herein reserved for the full term hereof and in such case Lessee shall be liable for the difference in the rent received by Lessor and the rent due under this agreement for the remainder of said term. Upon and after entry into possession without termination of the term hereof, Lessor may, but need not, relet the premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such rent, for such time, and upon such terms as Lessor in Lessor's sole discretion shall determine.

Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In

order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.

13. SIGNS: Lessee may place, erect and maintain any signs on the roof, walls, and any other place on or about the premises to identify the Lessee as Lessee so determines is in Lessee's best interest, which signs shall remain the property of Lessee and may be removed at any time during the term of this lease or upon the termination thereof, provided Lessee shall repair or reimburse Lessor for the cost of any damage to the premises resulting from the installation or removal of such signs.

14. INSURANCE: Lessee, during the term hereof, shall keep the building located on the leased premises insured against loss or damage by fire and risks comprehended within the extended coverage endorsement on fire policies (the so-called "broadest form" of endorsement to be used, as that form may customarily be written in Alabama from time to time). Said insurance shall be written in responsible insurance companies authorized to do business in the State of Alabama, and the insurance shall be in an amount deemed satisfactory to Lessor. Lessee shall furnish to Lessor certificates of insurance issued by such insurance companies showing that the amount and type of insurance required by this Lease Agreement is in effect.

Lessee, during the term hereof, at Lessee's own cost and expense, shall keep all furniture, fixtures, equipment, and other personal property of any description

whatsoever whether supplied or owned by Lessee insured to the extent of its full insurable value thereof against all loss or damage by fire, with extended coverage. All property brought onto the leased premises whether owned by Lessee or otherwise shall be at the sole risk of Lessee, and Lessor shall have no responsibility whatsoever with regard to damage, destruction, theft, or injury to said property.

Lessee shall, during the term of this lease, procure and keep in force public liability insurance for the benefit of Lessor and Lessee, with minimum liability limits of \$500,000 for injuries to one person and \$1,000,000 for injuries occurring to more than one person arising out of any one occurrence, and \$50,000 for property damage.

15. WAIVER OF SUBROGATION: Lessor and Lessee hereby waive such causes of action either may have or acquire against the other which are occasioned by the negligence of either of them or their employees, servants, guests, invitees, or agents resulting in the destruction of or damage to real or personal property belonging to the other and located on or about the premises, provided that the insurance carried by the Lessor and/or Lessee shall contain a waiver of subrogation or endorsement by which the insurance company waives its right of subrogation against any party to this agreement, its employees, agents, servants, guests, invitees or representatives in case of destruction of or damage to the aforementioned real or personal property of each such party.

16. AUTOMATIC RENEWAL: The initial term of this lease shall be for a period of one (1) year, unless sooner terminated as herein provided. The term of this lease shall thereafter be extended automatically at the rent and upon all of the other terms, conditions, covenants and provisions set forth herein, and shall each be for a term of one (1) year; provided, however, that either party may cancel this lease, effective as of the date of the expiration of the initial

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term or as of the date of the expiration of any of the extended periods of time above specified, by giving the other party written notice of such cancellation on or prior to a date thirty (30) days before the effective date of such cancellation. Such extensions shall be automatic without the necessity of any new lease or other instruments or agreements or any notice being executed or given. Hereinafter, all reference to the term of this lease shall be deemed to be a reference as well to such additional period of time for which the term shall be so extended.

17. NOTICES AND RENT PAYMENTS: All rent payments due hereunder and all notices required to be given to Lessor hereunder shall be sent to Lessor at P.O. Box 76065, Birmingham, Alabama 35253, and to such other address as Lessor may direct from time to time by written notice forwarded to Lessee by Lessor. All notices required to be given by Lessor to Lessee hereunder shall be sent to Lessee at P.O. Box 76065, Birmingham, Alabama 35253, or to such address as Lessee may direct Lessor by written notice.

18. WAIVER: The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver of relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor or Lessee of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessee.

19. INDEMNITY OF LESSOR BY LESSEE: Lessee will indemnify and save harmless the Lessor of and from all fines, suits, claims, demands and actions of any kind or nature, by

reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. Lessee will indemnify, protect and save harmless the Lessor from any loss, cost, damage, or expense caused by injuries to persons or their property, while in, on, or about the premises, and any and all property of Lessee which may be located or stored on the premises shall be at the sole risk of Lessee.

20. COVENANTS, ETC. BINDING ON HEIRS AND EXECUTORS, ETC.: The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors or assigns.

21. NO ORAL AGREEMENTS BINDING: This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee have respectively executed these presents on the day and date first above written.

ELECTRIC MACHINE CONTROL, INC.

By Edwin M. Carter
Edwin M. Carter
Its President

ATTEST:

Linda C. Carter
Linda C. Carter
Its Secretary/Treasurer

LESSEE

Edwin M. Carter (SEAL)
Edwin Carter

Linda Carter (SEAL)
Linda Carter

LESSOR

WITNESSES:

Catherine L. Jones

Ref: MOD/A880850205

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EXHIBIT "A"

PARCEL I:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, and part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Begin at the southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19 and run thence westwardly along the south line thereof 834.71 feet; thence turn 90 deg. 03' right and run northwardly 220.05 feet to a point on the southeasterly right of way line of County Road No. 52, said right of way line being a curve with a radius of 1111.70 feet; thence turn right 75 deg. 04' to tangent and run northeastwardly along said right of way line and along the arc of said curve, as it curves to the left, 690.00 feet to the end of said curve; thence continue northeastwardly, tangent to said curve, and along said right of way line 262.69 feet; thence turn 74 deg. 42' right and run southeastwardly 85.83 feet; thence turn 22 deg. 05' 30" right and run southeastwardly 305.47 feet; thence turn 00 deg. 01' 15" left and run southeastwardly 311.41 feet; thence turn 01 deg. 23' left and run southeastwardly 276.05 feet; thence turn 02 deg. 25' right and run southeastwardly 180.48 feet to a point on the south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 20; thence turn 134 deg. 12' 30" right and run westwardly along last said $\frac{1}{4}$ - $\frac{1}{4}$ Section line 726.62 feet to the point of beginning. Also conveyed hereby are all of the rights, title, and interests of the grantor to that portion of the real estate lying between the above described traverse line and the low water mark of the river and extending from said road right of way line to the south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 20.

According to survey of Donald L. Haden, Reg. No. 9681, dated August 11, 1981.

PARCEL II:

Part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 19, and part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Begin at the SE corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 19 and run thence westwardly 111.10 feet; thence turn 74°-13'-30" right and run northwestwardly 60.77 feet to a point on the center line of a 30 foot wide private road easement; thence turn 72°-07' right and run northeastwardly along said right-of-way 116.51 feet; thence turn 07°-06' left and continue northeastwardly 114.11 feet to the beginning of a curve to the right having a radius of 372.87 feet; thence continue northeastwardly along said center line and along the arc of said curve 99.41 feet to the end of said curve; thence continue northeastwardly along said center line, tangent to said curve; 45.92 feet to the beginning of a curve to the left having a radius of 63.31 feet; thence run northwardly along said center line and along the arc of last said curve 84.64 feet to the end of last said curve; thence run northwestwardly along said center line 156.68 feet to the beginning of a curve to the left having a radius of 251.27 feet; thence continue northwestwardly along said center line and along the arc of last said curve 98.71 feet to the end of last said curve; thence continue northwestwardly along said center line, tangent to last said curve 6.87 feet; thence turn 105°-52' left and run southwestwardly 159.90 feet; thence turn 35°-34' right and run southwestwardly 169.90 feet; thence turn 25°-11'-30" left and run southwestwardly 110.09 feet; thence turn 99°-46' right and run northwestwardly 203.01 feet to a point on the southeasterly right-of-way line of County Road No. 52, said right-of-way line being a curve having a radius of 1111.70 feet; thence turn right 75°-01'-39" to tangent and

EXHIBIT "A"
(Continued)

run northeastwardly along said right-of-way line and along the arc of last said curve 81.00 feet to the end of last said curve; thence continue northeastwardly along said right-of-way line, tangent to last said curve 262.69 feet; thence turn 74°-42' right and run southeastwardly 85.83 feet; thence turn 22°-05'-30" right and run southeastwardly 305.47 feet; thence turn 00°-01'-15" left and run southeastwardly 311.41 feet; thence turn 01°-23' left and run southeastwardly 276.05 feet; thence turn 02°-25' right and run southeastwardly 180.48 feet to a point on the south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 20; thence turn 134°-12'-30" right and run westwardly along last said $\frac{1}{4}$ - $\frac{1}{4}$ section line 726.62 feet to the point of beginning; also conveyed hereby are all of the rights, title and interests of the grantor to that portion of the real estate lying between the above described traverse line and the low water mark of the river and extending from said road right-of-way line to the south line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 20.

Contains 8.6 acres, more or less.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 FEB 27 AM 9:51

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec 35.00
Ind. 1.00
36.00