

746

GROUND LEASE

between

DANIEL U.S. PROPERTIES, LTD.,

as Lessor,

and

DANIEL MEADOW BROOK ONE, LTD.,

as Lessee

Meadow Brook Corporate Park South
Shelby County, Alabama

THIS INSTRUMENT PREPARED BY AND
UPON RECORDING SHOULD BE RETURNED TO:

Stephen R. Monk
Daniel Realty Corporation
10 Inverness Parkway
Birmingham, Alabama 35243

BOOK 064 PAGE 132

TABLE OF CONTENTSPage

PREMISES

ARTICLE I - DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1	Definitions.....	1
Section 1.2	Rules of Construction.....	3

ARTICLE II - DEMISE OF LEASED PREMISES

Section 2.1	Demise of Leased Premises; Covenant as to Improvements.....	4
Section 2.2	Title and Condition.....	4
Section 2.3	Use of Property; Quiet Enjoyment.....	4
Section 2.4	Term.....	5
Section 2.5	Rent.....	6
Section 2.6	Net Lease; Non-Terminability.....	7

ARTICLE III - GENERAL COVENANTS

Section 3.1	Taxes and Assessments; Compliance with Law.....	8
Section 3.2	Indemnification.....	10
Section 3.3	Maintenance and Repair.....	11
Section 3.4	Insurance.....	12
Section 3.5	Alterations.....	13
Section 3.6	Condemnation.....	14
Section 3.7	Casualty.....	17
Section 3.8	Assignment, Subletting and Mortgaging.....	18
Section 3.9	Permitted Contests.....	20
Section 3.10	Surrender.....	21
Section 3.11	Purchase Rights.....	21
Section 3.12	Encumbrance by Lessor.....	24
Section 3.13	Appraisals.....	24

ARTICLE IV - DEFAULTS; REMEDIES

Section 4.1	Default Provisions.....	25
Section 4.2	Remedies.....	27
Section 4.3	Additional Rights of Lessor.....	29

ARTICLE V - MISCELLANEOUS

Section 5.1	Notices, Demands and Other Instruments.....	30
Section 5.2	Estoppel Certificates.....	30
Section 5.3	Independence of Covenants.....	32
Section 5.4	Rights of Mortgagees.....	32
Section 5.5	Binding Effect.....	35

Section 5.6	Severability.....	36
Section 5.7	Governing Law.....	36
Section 5.8	Limitation on Personal Liability.....	36
Section 5.9	Counterparts.....	36
Section 5.10	Special Termination Provisions.....	37
Section 5.11	No Partnership.....	37

SIGNATURE PAGE

ACKNOWLEDGMENTS

EXHIBITS

- Exhibit "A" - Land Description
- Exhibit "B" - Permitted Encumbrances

THIS LEASE AGREEMENT, made and dated as of September 1, 1985 (this Lease), between DANIEL U.S. PROPERTIES, LTD., a Virginia limited partnership (herein, together with its successors and assigns, called Lessor), and DANIEL MEADOW BROOK ONE, LTD., a Virginia limited partnership (herein, together with its successors and assigns, called Lessee), provides as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 1.1 Definitions. Lessor and Lessee agree that the following defined terms shall have the meanings set forth below, and Lessor and Lessee further agree to observe and perform any covenants and obligations applicable to them which are set forth within such definitions.

"Casualty" means any damage to or destruction of the Property or any portion thereof by fire or other casualty.

"Casualty Proceeds" means all insurance proceeds payable in connection with a Casualty, together with all interest earned thereon, but less all costs and expenses incurred by Lessor or Lessee in connection with the proceedings and negotiations as to, and collection of, such awards, amounts and proceeds, including reasonable attorneys' fees and expenses, which costs and expenses shall be paid to Lessor and Lessee as hereinafter provided.

"Condemnation" means any taking of the Property or any portion thereof, in or by condemnation or other eminent domain proceedings under any laws, general or special, and any sale of the Property or any portion thereof under threat of such a taking.

"Condemnation Proceeds" means all awards and other amounts (including consideration for a sale in lieu of Condemnation) payable in connection with a Condemnation, together with all interest, but less all costs and expenses incurred by Lessor or Lessee in connection with the proceedings and negotiations as to, and collection of, such awards, amounts and proceeds, including reasonable attorneys' fees and expenses, which costs and expenses shall be paid to Lessor and Lessee as hereinafter provided.

"Governmental and Utility Charges" shall have the meaning assigned thereto in Section 3.1.

"Improvements" means the buildings, structures, fixtures and other improvements, including any personal property of Lessee, located on the Land as of the date hereof and those thereafter erected thereon, and all additions, alterations, restorations and repairs thereto and replacements thereof, including, without limitation the seven story building containing approximately 130,455 net rentable square feet of floor area, commonly known as the Meadow Brook One Office Building. The Improvements are and shall remain real property.

"Land" means all that certain lot, piece or parcel of land, lying and being in the County of Shelby, State of Alabama, more particularly described in Exhibit A attached hereto.

"Lease Year" means each 12-month period commencing on January 1 during the Term of this Lease; provided, however, that the first Lease Year of this Lease shall begin on the date hereof and shall end on December 31, 1985.

"Leased Premises" means the Land and the interests in real property described in Section 2.1 as being demised by Lessor to Lessee.

"Lessee's Estate" means all the right, title and interest of Lessee in and to the Property.

"Lessor's Estate" means all the right, title and interest of Lessor in and to the Property.

"Mortgage" means any mortgage given at any time and from time to time throughout the Term by Lessee and/or Lessor pursuant to the provisions of Section 3.8 hereof encumbering and creating a lien on Lessee's Estate and/or Lessor's Estate or any part thereof of either such estate.

"Mortgagee" means the holder of any Mortgage.

"Permitted Encumbrances" means the matters set forth in Exhibit B.

"Property" means the Land and the Improvements, collectively.

"Rent" and "Basic Rent" shall each have the meaning assigned thereto in Section 2.5.

"Restrictive Covenants" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporate Park South dated as of September 1, 1985 and recorded in Deed Book 64, at Page 91, in the Probate Office of Shelby County, Alabama.

"Restoration" means, in the case of a Casualty, restoration, replacement or rebuilding of the Property following the Casualty, as nearly as possible to its value, condition and character immediately prior to such Casualty, and, in the case of a Condemnation, repairing any damage to the balance of the Property, if any, remaining after the Condemnation, as nearly as possible to its value, condition and character immediately prior to such Casualty, so as to permit such balance to be used for purposes as similar as possible to those for which it was used prior to such Condemnation.

"Restoration Cost" means the total cost of a Restoration.

"Restoration Estimate" means the estimate of the total cost of Restoration of the Property, which estimate is to be accompanied by evidence of the accuracy thereof reasonably satisfactory to Lessor.

"Term", "Initial Term" and "Extension Term" shall each have the meaning assigned thereto in Section 2.4

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Lease unless the context otherwise requires:

(a) Singular words shall connote the plural as well as the singular, and vice versa, and the neuter shall connote the masculine and the feminine, and vice versa, as may be appropriate.

(b) All references herein to particular articles, sections or exhibits are references to articles, sections or exhibits of this Lease.

(c) The headings and table of contents hereof are solely for convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction or effect.

(d) Each of the parties hereto has revised, or requested revisions to, this Lease, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of this Lease and any amendments or exhibits hereto.

ARTICLE II

DEMISE OF LEASED PREMISES

Section 2.1 Demise of Leased Premises; Covenant as to Improvements.

(a) In consideration of the rents and covenants herein stipulated to be paid and performed, upon the terms and conditions hereinafter specified and subject to the provisions of Section 2.1(b), Lessor hereby demises and lets to Lessee, for the Term the Land and all of the Lessor's right, title and interest in and to any and all easements relating to the Land, together with all of Lessor's rights and obligations under the Restrictive Covenants as the Owner (as defined in the Restrictive Covenants) of the Land demised hereby.

(b) The Lessee owns and has title to the Improvements. Title to the Improvements shall remain in the Tenant during the Term. Upon the expiration or termination of this Lease, title to all such Improvements shall, pursuant to Section 3.10, vest in the Lessor, and the Lessee shall have no claim thereto.

Section 2.2 Title and Condition.

The Leased Premises are demised and let subject to the following:

(a) The Permitted Encumbrances; and

(b) All zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations, now in effect or hereafter adopted by any governmental authority having jurisdiction over the Property.

Section 2.3 Use of Leased Premises; Quiet Enjoyment.

(a) Lessee may occupy and use the Leased Premises for any lawful purpose, subject to any express limitations set forth in this Lease and the Restrictive Covenants.

(b) If and so long as Lessee shall perform all obligations required to be performed by it hereunder, Lessor warrants that Lessee shall have, subject to the matters described in Section 2.2, peaceful and quiet occupation and enjoyment of the Leased Premises in accordance with all provisions of this Lease against any lawful claims of Lessor and every person or entity claiming under or through Lessor; provided, however, that Lessor and its agents may enter upon and inspect the Leased Premises at reasonable times for compliance with this Lease, subject to the rights of tenants of the Property. If this warranty of Lessor shall be breached, then, subject to the provisions of Section 5.8 hereof, Lessee shall retain all remedies in law and in equity with respect thereto (including without limitation the right to sue for specific performance of this Lease, the right to recover reasonable attorneys' fees actually incurred and the right of offset against Rent payable under this Lease); provided, however, that upon any breach of this warranty, Lessee shall have no right to terminate this Lease.

Section 2.4 Term.

Subject to the provisions of this Lease, Lessee shall have and hold the Leased Premises for a term of fifty (50) years and four (4) months (the Initial Term) commencing on August 1, 1985 and ending at midnight on December 31, 2035.

Thereafter, so long as Lessee is not in default under this Lease, Lessee shall have options, exercisable in Lessee's sole discretion, to extend the Initial Term for up to four (4) consecutive extension terms of ten (10) years each (each, an Extension Term; collectively, the Extension Terms), unless and until the Term of this Lease shall be sooner terminated pursuant to the provisions of this Lease. Each such Extension Term shall commence on the day immediately succeeding the expiration date of the Initial Term or the immediately preceding Extension Term, as the case may be, and shall end at midnight on the day immediately preceding the tenth anniversary of the first day of such Extension Term. If Lessee shall elect to exercise its right to extend the Term of this Lease for an Extension Term, it shall do so by giving notice of such election to Lessor on or before the date that is thirteen calendar months prior to the first day of the Extension Term to be effected. References herein to the "Term" of this Lease shall mean the Initial Term and any and all Extension Terms for which Lessee has given such notice.

Section 2.5 Rent.

(a) Lessee covenants to pay to Lessor by wire transfer of immediately available federal funds or in such other reasonable manner as Lessor may direct, to Lessor's account as specified by Lessor from time to time or to the account of another that Lessor may from time to time direct, in each case upon notice to Lessee, an annual rent during the Term hereof, calculated as hereinafter set forth, payable in lawful money of the United States of America in the manner hereinafter provided.

(b) Subject to the provisions of Section 2.5(d) below, "Basic Rent" for a Lease Year shall mean the annual rent in the amount of \$61,608.

(c) The Basic Rent payable for the first Lease Year of the Initial Term shall be paid in one (1) installment. The first such installment shall be payable on or before October 1, 1985, for the period from October 1, 1985 through December 31, 1985 and shall be in the amount of \$15,402.00. Notwithstanding any other provision of this Lease, the Lessee shall not be liable for any Rent prior to October 1, 1985. For each succeeding Lease Year, Lessee shall pay the Basic Rent in advance (without notice or setoff) in twelve (12) equal monthly installments each on the first day of each month during such Lease Year.

(d) The Basic Rent will be adjusted every ten years during the Initial Term on the commencement date of the 11th, 21st, 31st and 41st Lease Years and on the commencement date of each Extension Term, by multiplying the fair market value of the Land (as if unencumbered by the Improvements, the Ground Lease, any subleases of the Land or leases of the Improvements and any Mortgage) as determined by an appraisal of the Property using the procedures specified in Section 3.13 hereof by ten percent (10%), which product shall be the Basic Rent for the next succeeding ten years of the Term.

(e) Lessee covenants to pay and discharge when the same shall become due, all other amounts, liabilities and obligations which Lessee assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof. Subject to applicable notices and cure periods, if any, required by Section 4.1, if Lessee fails to pay or discharge any of the foregoing, Lessor shall have all rights, powers and remedies provided in this Lease, at law, in equity or

otherwise in the case of non-payment of rent. In addition, subject to Section 3.9, Lessor may make advances to perform the covenants contained in the first sentence of this subsection 2.5(e) in Lessee's behalf, and Lessee shall repay Lessor, as additional rent to the Basic Rent, on demand, all sums so advanced on its behalf. Amounts payable as liquidated damages under Section 4.2 shall not constitute such additional rent.

(f) The term "Rent" as hereinafter used shall mean all rents (basic, additional or otherwise) and all other costs, expenses, sums and other amounts payable by Lessee under this Lease.

(g) If any payment of Rent under this Lease is not paid promptly when due, interest shall accrue on the amount of that payment and be payable by Lessee to Lessor, from the date on which that payment shall be due (or demanded pursuant to Section 2.5(e)) until the date on which Lessor shall receive that payment, at an annual interest rate that shall be the lesser of (i) the maximum rate permitted by law or (ii) the greater of 15% or (iii) a percentage equal to the sum of the then current discount rate of the Richmond Federal Reserve Bank plus 5%. In addition, because Lessor and Lessee recognize that it would be impracticable or extremely difficult to establish the amount of the actual damages under this Lease if any payment of Rent under this Lease is not paid within five days of Lessor's giving Lessee notice of such late payment or making demand for payment under Section 2.5(e), Lessee shall pay to Lessor a late charge of 6% of any delinquent Rent not so paid within such five (5) day time period.

Section 2.6 Net Lease; Non-Terminability.

This is a net lease and Rent payable hereunder by Lessee shall be paid without notice or demand, and without setoff, counterclaim, abatement, suspension, deduction or defense. Except as otherwise expressly provided herein, this Lease shall not terminate, and Lessee shall not have any right to terminate this Lease or to be entitled to any abatement or reduction of Rent for any reason (including loss of use of the Property) except as provided in this Section, any present or future law to the contrary notwithstanding.

ARTICLE III

GENERAL COVENANTS

Section 3.1 Taxes and Assessments; Compliance with Law.

(a) Subject to Section 3.9, Lessee shall pay, when due, the following (collectively, Governmental and Utility Charges):

- (i) All real estate, gross receipts and other taxes and assessments (including assessments for benefit from public works or improvements, whether or not begun or completed prior to the commencement of the Term and whether or not to be completed within the Term), if due and payable during the Term, levies, fees, water and sewer rents and charges (whether payable to public or private authorities), fire district dues and assessments, and all other governmental charges, general and special, ordinary and extraordinary, together with any interest and penalties which are, at any time during the Term, imposed or levied upon or assessed against the Property or any part thereof, and this Lease or the leasehold estate hereby created, or the Rents payable hereunder, or which arise in respect of the occupancy, use, operation or possession of the Property;
- (ii) All sales or use taxes which may be levied or assessed against, or payable by, Lessor or Lessee on account of the leasing or use of the Property or any part thereof;
- (iii) All charges for water, gas, light, heat, telephone, electricity, power and other utility and communications services rendered or used on or about the Property; and
- (iv) All assessments and other charges against the Property as may be provided in the Restrictive Covenants.

BOOK 664 PAGE 142

Notwithstanding the foregoing provisions of this Section, Lessee shall not be required to pay any franchise, corporate, estate, inheritance, succession, transfer, net income, profits or revenue taxes of Lessor, unless any such tax, assessment, charge or levy is imposed or levied upon or assessed against Lessor in substitution for or in place of any tax, assessment, charge or levy required to be paid by Lessee under this Section, and, if under the laws of the United States or the State of Alabama, or any political subdivision of either, a tax or excise on rent, or any other tax however described, is levied or assessed against Lessor on account of rentals payable to Lessor from the Property, Lessee shall pay such tax or excise. In the event that any assessment levied or assessed against the Property or any part thereof becomes due and payable during the Term and legally may be paid in installments, Lessee shall have the option to pay such assessment in installments, and, in such event, Lessee shall be liable only for those installments which become due and payable during the Term. If for any reason payment by the Lessee of any such new or additional tax assessment or levy would be unlawful, the Lessor and the Lessee shall in good faith negotiate a modification agreement to this Lease increasing the Rent due the Lessor hereunder to compensate the Lessor for its payment of such new or additional tax assessment or levy, and, if such good faith negotiations fail to result in a modification agreement, then the Lessor may, at its option, declare this Ground Lease terminated as of the date of such imposition or assessment. Promptly upon the expiration or earlier termination of this Lease, Lessor shall pay to Lessee that portion of all Governmental and Utility Charges as shall have been paid by Lessee under this Section and as are allocable to any period beyond the date of such expiration or earlier termination, and Lessee shall pay to Lessor that portion of all such Governmental and Utility Charges as shall be allocable to the period up to and including the date of such expiration or earlier termination and which shall not have been paid by Lessee. Lessee agrees to furnish, or cause to be furnished, to Lessor, promptly after written demand therefor, proof of timely payment of any Governmental and Utility Charges which are payable by Lessee as provided in this Section. Notwithstanding the foregoing provisions of this Section, Lessee shall not be required to pay any of such amounts that are in fact paid by others (including, without limitation, by tenants of all or any portion of the Improvements).

(b) Subject to Section 3.9, Lessee shall, at its expense, comply with (and shall cause the Property to comply with) (i) all governmental statutes, laws, rules, orders,

regulations and ordinances affecting the Property or any part thereof or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any of the same which may hereafter be enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) the provisions of the Restrictive Covenants, all contracts (including insurance policies), agreements, covenants, conditions and restrictions now or hereafter in effect affecting the Property or any part thereof or the ownership, occupancy or use thereof. If all or any part of the Improvements shall encroach upon any other property, street, or right-of-way adjoining or adjacent to the Property or shall violate the Restrictive Covenants, or any other agreements or conditions affecting the Property or any part thereof, or shall hinder or obstruct any easement or right-of-way to which the Property is subject, unless in each case created by Lessor without Lessee's consent, then, promptly after written request of Lessor or of any person so affected Lessee shall, at its expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting therefrom or (ii) if Lessor consents thereto in writing, make such changes, including alteration or removal, to the Improvements and take such other action as shall be necessary to remove or eliminate such encroachments, violations, hindrances, obstructions, or impairments.

(c) Subject to Section 3.9, Lessee shall pay, before delinquency, taxes on trade fixtures and personal property owned by it and located on the Property.

Section 3.2 Indemnification.

Lessee agrees to pay, and to protect, indemnify and save harmless Lessor from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the following:

(a) Any injury to or death of any person or any damage to property (including loss of profits or claims for interruption of business) occurring on the Property or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, non-use, construction of Improvements, condition or occupancy of the Property or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways;

(b) Any violation of the Restrictive Covenants or any term, condition, covenant or agreement of this Lease by Lessee; and

(c) Any violation by Lessee or the Property, or any part thereof, or resulting from the condition of the Property or of adjoining sidewalks, streets, or ways, of any restriction, statute, law, ordinance or regulation affecting the Property or any part thereof or the ownership, occupancy or use thereof.

Section 3.3 Maintenance and Repair.

Lessee acknowledges that it has received the Property in good order and repair. Except during a period of Restoration following a Casualty or a Condemnation, Lessee agrees that it will, at its expense, keep and maintain the Property in good repair, condition and appearance, except for ordinary wear and tear. Lessee also shall take all actions and make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary, changes and repairs which may be required to keep all parts of the Property in good repair and condition. Lessee, at its expense, shall do or cause others to do all shoring of the Leased Premises or of the property adjoining thereto, or of foundations and walls of the Improvements, and every other act necessary or appropriate for the preservation and safety thereof by reason of or in connection with any excavation or other building operation upon the Leased Premises, whether or not Lessor shall, by any legal requirement, be required to take such action or be liable for failure to do so. Notice is hereby given that Lessor shall not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Property or any part thereof, through or under Lessee. Lessor shall not be required to maintain, repair or rebuild, or to make any alterations, replacements or renewals of any nature or description to the Property or any part thereof, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to maintain the Leased Premises or any part thereof in any way. Lessee hereby expressly waives the right to make repairs at the expense of Lessor, which right may be provided for in any statute or law (case law or otherwise) in effect at the time of the execution and delivery of this Lease or any other statute or law (case law or otherwise) that may thereafter be enacted. The rights and obligations of Lessee and Lessor under this Section are subject to the provisions of Sections 3.6 and 3.7.

BOOK 064 PAGE 146

Section 3.4 Insurance.

(a) Lessee shall, at its expense, keep the Improvements insured for the benefit of Lessor and Lessee as follows:

- (i) In an amount which shall be sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss and which shall be not less than 100% of the actual replacement value of the Improvements (excluding the costs of foundations, excavations and footings below the lowest basement floor) against loss or damage by fire and any of the risks covered by insurance of the type now known as "all risk coverage", with not more than \$10,000 deductible from the loss payable for any casualty and with a "Replacement Cost Endorsement" and an "Agreed Amount Endorsement";
- (ii) Against loss or damage by any steam boiler, pressure vessel or other such apparatus as Lessor may deem necessary to be covered by such insurance and in such amounts as the Lessor may from time to time reasonably require; and
- (iii) Against such other risks for which Lessor reasonably requires that insurance be maintained.

(b) Lessee, at its expense, shall maintain the following for the mutual benefit of Lessor and Lessee:

- (i) Comprehensive public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, affording protection to the limits of not less than those then customarily carried for buildings similar in construction, general location, use and occupancy to the Improvements, but in no event less than \$2,500,000 in respect to injury or death to a single person, \$5,000,000 in respect to any one occurrence, and \$2,500,000 in respect to property damage; and

- (ii) Rent or use and occupancy insurance against loss or damage resulting from the hazards specified in subsections (a)(i), (a)(ii) and (a)(iii) of this Section, in an amount equal to twelve calendar months' requirements of the Rent payable hereunder.

(c) All policies of insurance shall provide that (i) the proceeds thereof shall be payable to Lessee and Lessor as their respective interests may appear and (ii) the insurer may not terminate any such policy upon the foreclosure of any Mortgage or upon the change of the use of the Property to a more hazardous use. The policies described in subsection (a) of this Section may be payable also to any Mortgagee, in accordance with any Mortgage pursuant to a standard mortgagee clause. All policies of insurance shall provide that any loss shall be payable to Lessor (or any Mortgagee) notwithstanding any act or negligence of Lessee which might otherwise result in a forfeiture of such insurance, and shall further provide that the policies shall not be cancelable on less than thirty days' written notice to all insureds and loss payees.

(d) All policies of insurance shall be in form, and written with companies, satisfactory to Lessor. The originals or counterparts of all such policies of insurance shall be held by Lessor (or any Mortgagee, pursuant to the terms of any Mortgage), except that if such coverage is provided under blanket insurance policies, duplicate certified copies of the original policies, together with endorsements covering the Property in the specified amounts, shall be delivered to Lessor (or any Mortgagee, pursuant to the terms of any Mortgage). Not less than thirty days prior to the expiration of each such policy, a renewal policy shall be delivered to Lessor (or any Mortgagee, pursuant to the terms of any Mortgage), and not less than thirty days after any premium on each policy shall be due and payable there shall be delivered to Lessor (or any Mortgagee, pursuant to the terms of any Mortgage) evidence of such payment satisfactory to Lessor and any such Mortgagee, as the case may be.

Section 3.5 Alterations.

Subject to the following provisos, Lessee may, without expense to Lessor, make additions to and alterations of the Improvements and substitutions and replacements therefor; provided, however, that such addition, alteration, substitution or replacement (including any demolition incident thereto):

- (i) Shall not lessen the market value of the Property;
- (ii) Shall be performed in a good and workmanlike manner;
- (iii) Shall not impair the structural integrity of the Improvements and shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto; and
- (iv) Shall require the prior written consent of Lessor, which consent shall not be withheld unreasonably; provided, however, such consent shall not be required for any non-structural addition, alteration, substitution or replacement.

Subject to Section 3.9, Lessee shall promptly pay all costs of each such addition, alteration, substitution or replacement and shall take all necessary action to prevent the filing, and shall immediately discharge, all labor, material and mechanics' liens filed against the Property arising out of such work or shall provide Lessor a bond or title insurance coverage, in form and substance satisfactory to Lessor, to protect Lessor from any loss or damage arising out of such liens. Lessee shall procure and pay for all permits and licenses required in connection with any such addition, alteration, substitution or replacement.

Section 3.6. Condemnation.

(a) If all or substantially all of the Property shall be Condemned (other than a taking for temporary use) so that the portion of the Property remaining after the Condemnation would be unsuitable for the permitted use being made of the Property under this Lease as of the date title to the Property or the portion thereof being Condemned is vested in the condemning authority (the Date of Taking), even if Restoration was made, (1) this Lease shall terminate on the Date of Taking except with respect to obligations and liabilities of Lessee under this Lease which have arisen on or prior to such Date of Taking (Existing Lessee Liabilities), and (2) Lessee shall pay the following (Termination Payments):

- (i) All Basic Rent due with respect to the period during which this Lease is in effect to and including the Date of Taking;
- (ii) All other sums due and payable by Lessee under this Lease to and including the Date of Taking; and
- (iii) All indebtedness secured by any Mortgage, to the extent and in the manner set forth in each such Mortgage;

and (3) subject to the provisions of any Mortgage to which, under the provisions of Section 3.8(a) hereof, the Lessor has agreed to subordinate its fee interest in the Leased Premises, Condemnation Proceeds shall be paid as follows:

- (i) If on account of the Leased Premises, to Lessor;
- (ii) If on account of the Improvements or the unexpired term of this Lease (including any Extension Terms for which Lessee otherwise would be eligible to extend the Term of this Lease), to Lessee (after deduction therefrom of the cost of restoring the Property to its condition as existed as of the date of this Lease); and
- (iii) If on account of the Property, to Lessor and Lessee in proportion to the fair market values of the Leased Premises and the Improvements (after deduction therefrom of the cost of restoring the Property to its condition as existed as of the date of this Lease), respectively, determined as of the date prior to the Date of Taking as if this Lease had not been and would not be terminated by reason thereof. If Lessor and Lessee are unable to agree upon such respective values, such values shall be determined by appraisal using the criteria used by the condemning authority in determining the amount of the Condemnation Proceeds, within a reasonable time in accordance with Section 3.13 and the fees for such appraisal shall be deducted from the Condemnation Proceeds prior to the disbursement of

such Condemnation Proceeds in accordance with this subsection (a).

(b) If less than all or substantially all of the Property is Condemned (other than a taking for temporary use) and the portion of the Property remaining after the Condemnation is suitable for the permitted use being made of the Property under this Lease as of the Date of Taking if Restoration is made, Lessor and Lessee shall endeavor to negotiate a plan for Restoration of the Property and continuation of this Lease satisfactory to Lessor and Lessee in their respective sole discretions, each acting in good faith, (a Restoration Plan). If the Restoration Plan is agreed to, Lessor and Lessee agree to comply with all provisions thereof, and any Condemnation Proceeds remaining after the Restoration Plan has been completed shall be paid to Lessor. If a Restoration Plan has not been agreed to in writing by Lessor and Lessee within 180 days after such Condemnation or Casualty, or if the parties earlier agree that no Restoration Plan can be effected, then the provisions of subsection (a) of this Section shall be applicable.

(c) In the event Lessor or Lessee shall receive notice of any proposed or pending Condemnation, the party receiving such notice shall promptly notify the other party of the receipt and contents thereof. Lessor and Lessee each shall have the right, at its expense, to appear and participate (whether as a party or otherwise, as it may elect) in any and all negotiations, hearings, trials, appeals, and other proceedings with respect to any Condemnation. Lessor shall not be entitled to conclude any arrangements with respect to any Condemnation without the prior written consent of Lessee.

(d) If a Condemnation occurs and this Lease is not terminated under the provisions of subsection (a) of this Section, then this Lease shall continue in full force and effect, except that after the Date of Taking with respect to any Condemnation (other than a taking for temporary use), each payment of Basic Rent otherwise payable by Lessee shall be reduced by an amount proportionate to the amount by which the fair market value of the Leased Premises as of the day prior to the Date of Taking has been reduced on account of such Condemnation using the criteria used by the condemning authority in determining the amount of the Condemnation Proceeds.

(e) In the event of a Condemnation of all or any portion of the Property for temporary use (there being a rebuttable presumption under this Lease that a Condemnation of the

BOOK 064 PAGE 150

Property is temporary if the period of such use does not exceed one year; otherwise the other subsections of this Section shall govern), this Lease shall continue in full force and effect without reduction or abatement of Rent, and Lessee, subject to the provisions of any Mortgage to which, under the provisions of Section 3.8(d) hereof, the Lessor has agreed to subordinate its fee interest in the Leased Premises, shall be entitled to make claim for, recover and retain any Condemnation Proceeds paid on account thereof, whether in the form of rents or otherwise, unless such period of temporary use or occupancy shall extend beyond the Term of this Lease. The balance of such Condemnation Proceeds remaining after deducting the Restoration Cost (which shall be paid to Lessee) shall be paid first to Lessee in an amount determined by multiplying such remaining balance of the Condemnation Proceeds by a fraction, the numerator of which is the number of days of such temporary use and the denominator of which is the number of days remaining in the Term (including all Extension Terms for which Lessee would be eligible to extend the term of this Lease) after the Date of Taking, and the balance of such Condemnation Proceeds shall be apportioned as provided in subsection (a) of this Section.

(f) Notwithstanding the foregoing, all payments to be made under this Section shall be subject to the provisions of any Mortgage to which, under the provisions of Section 3.8(d) hereof, the Lessor has agreed to subordinate its fee interest in the Leased Premises.

Section 3.7 Casualty.

(a) If any Improvements (except movable trade fixtures, furniture and furnishings) should at any time during the Term of this Lease be damaged or destroyed by a Casualty, Lessee shall, at its sole expense (but only to the extent that it shall be reimbursed out of Casualty Proceeds, such reimbursement to be by the method set forth below) promptly effect a Restoration of the Improvements, and such Restoration, prosecuted with reasonable diligence, shall be completed within a period of eighteen months from the date on which such Casualty occurs. In the event that Restoration cannot be completed within eighteen months due to inability, other than monetary, to obtain materials and labor needed therefor, strikes, acts of God, or governmental restrictions that would prevent, limit or delay completion, then the time for completion shall be extended accordingly. No Casualty shall be grounds for the termination of this Lease or relieve Lessee from any obligation created or imposed by virtue of this Lease or result in an

abatement of rent, any laws of the State of Alabama to the contrary notwithstanding. All Casualty Proceeds payable on account of such Casualty shall be paid to Lessee in the case of any particular Casualty resulting in Casualty Proceeds not exceeding Ten Thousand Dollars (\$10,000) in the aggregate. In case of any particular Casualty resulting in Casualty Proceeds in excess of Ten Thousand Dollars (\$10,000) in the aggregate, the Casualty Proceeds shall be held by Lessor in an account bearing interest at a commercially reasonable rate (with such interest being credited to and becoming a part of the Casualty Proceeds), and shall be disbursed to Lessee, its contractor or the lessee under any sublease of the Property, from time to time as construction progresses, subject to a ten percent (10%) holdback payable upon satisfactory completion of the Restoration. In the event any surplus of Casualty Proceeds shall remain after Restoration shall have been made (and regardless of whether Casualty Proceeds shall, pursuant to the preceding provisions hereof, have been paid directly to Lessor or to Lessee), such excess shall forthwith be paid to and become the property of Lessee or any other parties entitled to receive the same pursuant to the terms of any Mortgage which may be superior in lien to this Lease.

(b) Notwithstanding the foregoing, all payments to be made under this Section shall be subject to the provisions of any Mortgage to which, pursuant to the provisions of Section 3.8(d), the Lessor has agreed to subordinate its fee interest in the Leased Premises.

Section 3.8 Assignment, Subletting and Mortgaging.

(a) Except as provided in subsections 3.8(b)-(d) below, Lessee may not transfer, assign, convey, mortgage or pledge the whole or any part of its interest in this Lease, the Improvements or the Lessee's Estate without the prior written consent of Lessor, and those Mortgagees whose consent are required under the terms of any Mortgage. Lessee hereby covenants not to make any assignment or transfer in violation of the prohibitions specified in this Section 3.8.

(b) Lessee may, in the ordinary course of business, (i) sublease any part of the Leased Premises, (ii) lease any portion of the Improvements and (iii) grant easements and licenses across the common areas of the Property, to one or more third parties.

(c) Lessee may enter into a contract by which it agrees to sell and convey the Property to one or more third parties on the date that Lessee acquires title to the Leased Premises.

(d) Subject to the provisions of any Mortgage, Lessee shall be entitled to encumber all or any portion of, or any interest of the Lessee in and to, the Property, with mortgages or other security instruments securing the payment of indebtedness of Lessee. Lessor agrees that, so long as an affiliate of Daniel Realty Corporation, an Alabama corporation (DRC), or any entity that controls, is controlled by, or is under common control with, an affiliate of DRC, continues to be the lessee under this Lease and the fee owner of the Improvements, Lessor shall subordinate its fee interest in the Leased Premises to any mortgage or other security instrument permitted by this subsection. If the lessee under this Lease and the fee owner of the Improvements is not an affiliate of DRC, or an entity that controls, is controlled by, or is under common control with, an affiliate of DRC, the Lessor agrees to enter a subordination agreement in form and substance satisfactory to the Lessor in its sole discretion subordinating its fee interest in the Leased Premises to any mortgage or other security instrument permitted by this subsection provided that such Mortgage or other security instruments:

- (i) secures indebtedness to become fully due and payable during the Initial Term or, if Lessee has exercised its right to extend the Initial Term or any Extension Term, then the applicable Extension Term,
- (ii) secures indebtedness capable of payment strictly from the net operating income of the Lessee from the Property,
- (iii) secures indebtedness not exceeding 90% of the fair market value of the Property (as encumbered by this Lease, any subleases of the Land, any leases of the Improvements and any Mortgages to remain after the placement of the subject Mortgage or other security instruments) as determined by an appraisal prepared under Section 3.13 hereof,

- (iv) constitute the only lien on the Property excluding the lien for real estate taxes that have accrued but are not yet due,
- (v) give the Lessor written notice and a thirty (30) day right to cure any default by the Lessee under such Mortgage or security instrument, and
- (vi) is not cross-defaulted nor cross-collateralized with any indebtedness nor security instrument other than indebtedness and security documents applicable to the Property.

In addition, the Lessee shall pay all costs and expenses (including reasonable attorneys' fees and expenses) actually incurred by the Lessor in regard to the placing of any Mortgage or security instrument upon the Property by the Lessee. The Lessee covenants to comply with all covenants of the borrower under any Mortgage.

Section 3.9 Permitted Contests.

Notwithstanding any other provision of this Lease, Lessee shall not be required to pay any Government and Utility Charges, comply with any restriction, statute, law, rule, order, regulation or ordinance, or discharge or remove any lien, encumbrance, or charge, so long as Lessee shall contest, in good faith and without expense to Lessor, the existence, amount, validity or applicability thereof, the amount of the damage caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent the sale, forfeiture or loss of the Property or any part thereof, the Rent or the payment of any portion thereof, or otherwise result in any material adverse interference with the use or occupancy of the Property or any part thereof or result in any civil or criminal liability on the part of the Lessor or Lessee. Lessee agrees that each such contest shall be promptly prosecuted to a final conclusion. Lessee shall pay or cause to be paid, and shall save Lessor harmless from and against, any and all losses, judgments, decrees and costs (including all reasonable attorneys' fees and expenses) in connection with any such contest, and shall, promptly after the final settlement or determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be

payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith and perform all acts, the performance of which shall be ordered or decreed as a result thereof.

Section 3.10 Surrender.

Upon the expiration or earlier termination of this Lease (except under Section 3.11), Lessee shall peaceably leave and surrender the Leased Premises to Lessor in the same condition in which the Leased Premises were originally received from Lessor at the commencement of the Term of this Lease, except as improved, repaired, rebuilt, restored, altered or added to under any provision of this Lease, and except for ordinary wear and tear and damage by casualty or condemnation (but only to the extent allowed by Sections 3.6 and 3.7). Lessee, if not then in default, shall have the right to remove from the Leased Premises, on or prior to such expiration or earlier termination, the Improvements or at its election, to allow such property to remain on the Leased Premises, but Lessee shall be required to repair, at its expense, any damage to the Leased Premises resulting from any such removal. Any such property not so removed shall become the property of Lessor. Upon such expiration or earlier termination of this Lease, title to the Improvements not then removed by Lessee from the Leased Premises shall pass to Lessor. (If Lessee elects not to remove the Improvements, Lessee shall execute or cause to be executed such instruments as Lessor may require to vest title to the Improvements in the Lessor.)

Section 3.11 Purchase Rights.

(a) General Option to Purchase.

(i) During the Term and so long as no Event of Default has occurred and is continuing, Lessee shall have an option (the General Option) to purchase the Leased Premises on the terms and conditions set forth in this subsection (a). Lessee shall exercise the General Option by giving Lessor notice of such exercise (the General Option Notice of Exercise) not sooner than 180, and not later than 120, days prior to the date (the General Option Closing Date) on which Lessee specifies in the General Option Notice of Exercise to close the purchase of the Leased Premises under the General Option; provided, however, that if this Lease is terminated before the termination date set forth in Section 2.4 for the Initial Term or any Extension Term, as the case may be, by operation of law,

pursuant to the terms of this Lease or for any other reason (other than an Event of Default), such notice of exercise shall be given by Lessee to Lessor within 30 days after the date of such termination or the General Option will, upon expiration of such 30-day period, terminate.

(ii) The purchase price (the General Option Purchase Price) for the Leased Premises upon Lessee's exercise of the General Option shall be an amount equal to ten percent (10%) of the fair market value of the Property (as if encumbered by any then existing subleases of the Land and leases of the Improvements, but as if free and clear of this Ground Lease and any Mortgage) as such value may be mutually agreed upon by Lessor and Lessee, each in its sole discretion as of the date the General Option Notice of Exercise is received by Lessor. If Lessor and Lessee have not agreed upon the fair market value of the Property as provided in the immediately preceding sentence within 90 days prior to the General Option Closing Date, then the amount of the General Option Purchase Price shall be the amount equal to 10% of the fair market value of the Property (as if encumbered by any then existing subleases of the Land and leases of the Improvements, but as if free and clear of this Ground Lease and any Mortgage) as determined by an appraisal made in accordance with Section 3.13.

(iii) Lessor shall convey all of its right, title and interest to the Leased Premises to Lessee by limited warranty deed, subject to (1) all liens, claims and encumbrances of record in the land records of Shelby County, Alabama, as of the date hereof, (2) this Lease and (3) any lien, claim or encumbrance caused or consented to by Lessee or which Lessee is obligated to discharge under the provisions of this Lease. In the event Lessor has encumbered its interest in the Leased Premises or any part thereof contrary to the provisions of Section 3.12, Lessee shall have the option to purchase the Leased Premises subject to such encumbrances and to deduct from the General Option Purchase Price the amount secured by such encumbrances. Lessee shall give Lessor notice, not later than 30 days after the date the General Option is received by the Lessor, of any title objections or defects, other than those permitted by this subsection, that Lessee considers to affect adversely and materially the marketability of title to the Leased Premises and that Lessee is unwilling to accept. If such title objections or defects are not or cannot be cured or otherwise resolved in a manner satisfactory to Lessee not later than 30 days after Lessor receives notice of such objections or defects, then Lessee may, at its option, (i) terminate its

obligation to purchase the Leased Premises and, if Lessee so desires, continue this Lease and the terms and provisions hereof (including all of the rights and provisions of this Section), or (ii) waive the foregoing right to terminate Lessee's obligation to purchase the Leased Premises, in which latter event any title objections or defects not cured or otherwise resolved shall be deemed to be waived by Lessee, and proceed to close the acquisition.

(iv) Settlement of the purchase and sale of the Leased Premises shall occur no later than 60 days after the General Option Purchase Price of the Leased Premises has been determined as provided herein. On the date of settlement, Lessor shall deliver to Lessee a limited warranty deed conveying title to the Leased Premises to Lessee subject only to those matters permitted under subsection (iii) of this subsection (a), and Lessee shall pay the General Option Purchase Price to Lessor by wire transfer of immediately available federal funds to the account at a bank or trust company situated within the continental United States specified by Lessor. Any prepaid Rent shall be apportioned. Lessor shall provide to Lessee, at least ten days prior to the General Option Closing Date, all information necessary to effect the wire transfer. Lessee shall pay the cost of recording the aforesaid deed. All costs and expenses incurred in connection with the General Option to purchase and the transactions contemplated hereby and hereunder shall be paid by Lessee.

(v) If Lessee has exercised the General Option but the then-current Initial Term or Extension Term, as the case may be, of this Lease expires before the General Option Closing Date, the Term of this Lease shall be automatically extended until the General Option Closing Date at the same rent (computed, however, on a pro-rata, per-diem basis) and upon all of the other terms, provisions, covenants and conditions as are contained in this Lease.

(b) Right of First Refusal. Lessee shall have the right (the Right) of first refusal to purchase the Leased Premises as set forth in this subsection. If at any time during the Term, Lessor shall receive a bona fide offer (the Offer) from a third person for the purchase of the Leased Premises that Lessor shall desire to accept, Lessor shall promptly deliver to Lessee a copy of the Offer, and Lessee may, within 30 days thereafter, elect to purchase the Leased Premises on the same terms as those set forth in the Offer, except that Lessee shall be credited, against the purchase price to be paid by the

Lessee, with a sum equal to the amount of any brokerage commission payable to any unaffiliated third party broker, if any, which Lessor shall actually save by a sale to Lessee. If Lessor shall receive an Offer that is not consummated by delivering a deed to the offeror or Lessee, the Right shall remain applicable to any subsequent offers. If Lessor shall sell the Leased Premises after a failure of Lessee to exercise the Right, such sale shall be subject to this Lease (including the General Option and the Right), and the Right shall continue and shall be applicable to any subsequent offers to purchase the Leased Premises. If any Offer shall include other property, the Right shall be applicable to the entire property covered by such offer.

If the Leased Premises shall be conveyed to the Lessee under the Right, any prepaid Rent shall be apportioned.

Section 3.12 Encumbrance by Lessor.

Except as expressly provided in Section 3.8 hereof, and any lien that Lessee is obligated to discharge pursuant to this Lease, Lessor shall not, directly or indirectly, create or suffer any deed of trust, mortgage, lien, encumbrance or charge on the Leased Premises or any part thereof. Lessor may, however, assign and convey its right, title and interest in this Lease and the Leased Premises subject to the provisions of Section 3.11 hereof.

Section 3.13 Appraisals.

If, pursuant to any provision of this Lease, the fair market value of the Property or the Land is to be determined by appraisal, such appraisal shall be conducted in accordance with the following procedure to determine the fair market value of the Property or the Land in its physical condition as of the date of such appraisal.

The fair market value of the Property or the Land, as required, shall be determined by M.A.I. Real Estate Appraisers appointed as hereinafter set forth. Lessor and Lessee shall each appoint one appraiser, and each appraiser shall deliver a copy of the report of such appraiser to Lessor and Lessee. If Lessor and Lessee fail to accept either of such reports, and the values determined by the two reports differ by no more than 5% (as computed by dividing the difference between the two appraisals by the amount of the higher appraisal), the fair market value shall be determined by adding to the lower appraisal

one-half of the difference between the two appraisals. If the value determined by the two appraisals differ by more than 5% (as computed in the manner hereinabove provided), the appraiser appointed by Lessor and the appraiser appointed by Lessee shall, within ten days after request therefor by either Lessor or Lessee, jointly appoint a third M.A.I. Real Estate Appraiser who shall, within thirty days after the date of such appointment, appraise the Property or the Land, as required, and deliver copies of its report to each of Lessor and Lessee. Lessor and Lessee shall each pay one-half of the expense of such third appraisal. The fair market value shall then be determined in the following manner: the two appraisals between which there is the least difference shall be retained (the Remaining Appraisals) and the third appraisal shall be discarded. If the Remaining Appraisals differ by no more than 5% (as computed by dividing the difference between the Remaining Appraisals by the amount of the higher of the Remaining Appraisals), the fair market value shall be determined by adding to the lower of the Remaining Appraisals an amount equal to one-half of the difference between the Remaining Appraisals. If the Remaining Appraisals differ by more than 5% (as hereinabove computed), the fair market value shall be determined by adding together the three appraisals and dividing their total by three, the resulting quotient being the fair market value.

ARTICLE IV

DEFAULTS; REMEDIES

Section 4.1 Default Provisions. Subject to Section 5.4, any of the following events shall be deemed an event of default (Event of Default) under this Lease:

- (a) Failure by Lessee to make any payment when due of any Rent, and such failure continues for five (5) consecutive days after notice thereof is given by Lessor to Lessee.
- (b) Failure by Lessee to perform any of its other obligations under this Lease, which failure can be cured by the payment of money and such failure continues for five (5) consecutive days after notice thereof is given by Lessor to Lessee.

- (c) Failure by Lessee to perform any of its other obligations under this Lease for thirty (30) consecutive days after Lessor shall have given to Lessee notice of such failure; provided, however, that in the case of any such failure that cannot with diligence be cured within such 30-day period, if Lessee shall commence promptly to cure such failure and thereafter shall prosecute the curing of such failure with diligence, then upon receipt by Lessor of a certificate from Lessee stating the reason that such failure cannot be cured within 30-days and stating that Lessee has commenced, and is proceeding with diligence, to cure such failure, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence.
- (d) The entry of a decree or order by a court having jurisdiction for relief as to Lessee as debtor or bankrupt under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Lessee or a substantial part of its assets, if such decree or order shall continue unstayed for ninety (90) consecutive days; insolvency of Lessee as finally determined by a court proceeding; the commencement of a voluntary case by Lessee as debtor or bankrupt under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or the consent by Lessee as debtor or bankrupt to an order for relief in an involuntary case under any such law; the filing by Lessee of a petition or application to accomplish the same or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for Lessee or a substantial part of its assets; commencement of any proceedings relating to Lessee under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction, whether now in existence or hereafter

in effect, either by such other person or by another, provided that if such proceeding is commenced by another, Lessee indicates its approval of such proceeding, consents thereto or acquiesces therein, or such proceeding is contested by Lessee and has not been finally dismissed within ninety (90) days.

Section 4.2 Remedies.

(a) If an Event of Default shall have occurred and be continuing, Lessor shall have the right, at its election, then or at any time thereafter while such Event of Default shall continue, to exercise any or all remedies provided it under this Lease including, without limitation, the right to apply to a court of competent jurisdiction for the appointment of a receiver and then to terminate this Lease on a date that is specified in the notice required under Section 4.1(a) and (b) or upon notice to the Lessee in the case of an Event of Default under Section 4.1(c) or (d). Upon any termination date specified in such notice, this Lease and the estate hereby granted shall expire and terminate as fully and completely and with the same effect as if such date were the date hereinbefore fixed for the expiration of the Term, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as herein provided. Unless Lessor exercises its right to terminate this Lease, this Lease shall not terminate prior to the expiration of the Term, notwithstanding the occurrence of any Event of Default. Upon an Event of Default, the giving of notice as hereinabove provided and the expiration of the applicable cure period, if any, without such Event of Default having been cured, Lessor may, at its option, enforce all of its rights and remedies under this Lease, including (i) the right to receive Rent as it becomes due, (ii) the right to recover from Lessee all costs of maintenance and preservation of the Leased Premises, and all costs, including reasonable attorneys' and receiver's fees, incurred in connection with the appointment of, and performance by, a receiver to protect the Leased Premises and Lessor's interest under this Lease and (iii) all remedies provided under applicable law.

(b) Upon an Event of Default, Lessor shall have the immediate right, but not the obligation, without terminating this Lease, to re-enter and repossess the Property, or any part thereof, as permitted by law.

(c) Upon an Event of Default, Lessor shall have the right, at its option, without terminating this Lease, to relet the Property, or any part thereof, for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term of this Lease) and on such conditions (which may include concessions or free rent) and for such uses, as Lessor, in its absolute discretion, may determine, and Lessor may collect and receive any rents payable by reason of such reletting. Lessor and Lessee agree that Lessor shall not be responsible or liable for any failure to relet the Property or any part thereof or for any failure to collect any rent due upon any such reletting.

(d) No expiration or termination of the Term of this Lease under Section 4.2(a) and no repossession of the Property or any part thereof under Section 4.2(b) or otherwise, and no reletting of the Property or any part thereof pursuant to Section 4.2(c), shall relieve Lessee of its liability and obligations hereunder, all of which shall survive such expiration, termination, repossession or reletting.

(e) Upon the termination of this Lease by the Lessor due to an occurrence of an Event of Default, Lessee shall pay to Lessor the Rent (including without limitation any amounts due under Section 2.5(g)) required to be paid by Lessee to and including the date of such termination; and, thereafter, Lessee shall, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Property or any part thereof shall have been relet, be liable to Lessor for, and shall pay to Lessor, the following as liquidated and agreed current damages:

- (i) The Rent which would have been payable under this Lease by Lessee in the absence of such expiration, termination or repossession; less
- (ii) The net proceeds, if any, of any reletting effected for the account of Lessee under Section 4.2(c), after deducting from such proceeds all of Lessor's reasonable expenses in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such reletting).

(f) At any time after the termination of this Lease by reason of the occurrence of an Event of Default, whether or not Lessor shall have collected any current damages pursuant to Section 4.2(e) (to and including the date of the demand hereinafter referred to in this subsection (f)), Lessor shall be entitled to recover from Lessee, and Lessee shall pay to Lessor on demand, as and for liquidated and agreed final damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to establish the amount of the actual damages), an amount equal to the sum of the following:

- (i) The amount, if any, by which the Rent which would have been payable under this Lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under Section 4.2(e) to pay current damages) for what would be the then unexpired Term of this Lease in the absence of such termination exceeds the then fair net rental value of the Leased Premises for the same period, both discounted at the rate per annum of one percent over the then current discount rate of the Richmond Federal Reserve Bank in effect as of the earlier of such dates; and
- (ii) Any other amount necessary to compensate Lessor for the detriment proximately caused by Lessee's failure to perform its obligations under this Lease.

(g) If any statute or rule of law shall validly limit any amount agreed upon in this Section 4.2, Lessor shall be entitled to the maximum amount allowable under such statute or rule of law.

Section 4.3 Additional Rights of Lessor.

No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute, provided that Lessor shall not be reimbursed for any loss or damage more than once.

BOOK 064 PAGE 164

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices, Demands and Other Instruments.

All notices, requests, demands and other communications with respect to this Lease shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a comparable overnight delivery service) or sent by the United States mail, certified, postage prepaid, return receipt requested, at the following addresses:

If addressed to Lessee:

Daniel Meadow Brook One, Ltd.
c/o Daniel Realty Corporation
1900 Daniel Building
Birmingham, Alabama 35233

Attention: Mr. Cecil G. Duffee, III

If addressed to Lessor:

Daniel U.S. Properties, Ltd.
c/o Daniel Realty Corporation
1900 Daniel Building
Birmingham, Alabama 35233

Attention: Mr. T. Charles Tickle

Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) upon the earlier of the date it is actually received or (a) on the business day after the day on which it is delivered by hand, (b) on the business day after the day on which it is properly delivered to Federal Express (or a comparable overnight delivery service), or (c) on the third business day after the day on which it is deposited in the United States mail. Any addressee above may change its address by notifying the other addressees of the new address in any manner permitted by this Section.

Section 5.2 Estoppel Certificates.

(a) Lessee shall execute, acknowledge and deliver to Lessor, promptly upon request by Lessor, a certificate certifying as follows:

- (i) That this Lease is unmodified and in full effect (or, if there have been modifications, that the Lease is in full effect, as modified, and stating the modifications);
- (ii) The dates, if any, to which Rent has been paid and the amount of Rent currently payable;
- (iii) That no notice has been received by Lessee of any default hereunder which has not been cured or, if any default hereunder for which notice has been received has not been cured, specifying the nature and period of existence thereof, and what action Lessee is taking or proposes to take with respect thereto;
- (iv) Whether Lessee has made any payment of Rent more than thirty days before such payment is due under this Lease and if so, specifying the amount of such prepaid Rent;
- (v) Whether Lessee has any claim of offset against Rent to be paid by Lessee under this Lease and if so, specifying the claim and the amount of the claimed offset; and
- (iv) That, to the best of its knowledge, there are no defaults under any leases of all or any part of the Improvements, or that, if there are any such defaults, those defaults (and Lessee's efforts to have them cured or to exercise remedies against defaulting tenants) are accurately described in an attachment to such certificate.

Any such certificate may be relied upon by any actual or prospective purchaser of the Lessor's Estate or any part thereof, or by any other person to whom Lessor may deliver the certificate.

(b) If the following statements are in fact true at the time of the desired certification, Lessor shall execute, acknowledge and deliver to Lessee, promptly upon request by Lessee, a certificate certifying as follows:

- (i) That this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect, as modified, and stating the modifications);
- (ii) The dates, if any, to which Rent has been paid and the amount of Rent currently payable; and
- (iii) That no notice has been given by Lessor of any default which has not been cured, or if any default for which notice has been given has not been cured, specifying the nature and period of existence thereof and what action Lessor is taking or proposes to take with respect thereto.

Any such certificate may be relied upon by any actual or prospective assignee of Lessee's interest in this Lease, any purchaser of the Improvements, any Mortgagee, any lender to Lessee, or any other person to whom Lessee may deliver the certificate.

Section 5.3 Independence of Covenants.

Each and every covenant and agreement contained in this Lease is, and shall be construed to be, a separate and independent covenant and agreement, and the breach of any such covenant or agreement by Lessor shall not discharge or relieve Lessee from its obligations to perform the same.

Section 5.4 Rights of Mortgagees.

So long as any Mortgage remains in effect, the following provisions shall apply with respect to any Mortgagee:

(a) Lessor, upon giving any notice whatsoever to Lessee pursuant to this Lease, shall simultaneously give a copy of that notice to any Mortgagee that has given written notice of the existence of such Mortgage to Lessor requesting such notices and setting forth the address to which such notices should be sent. No notice by Lessor to Lessee shall be valid for any purpose under this Lease until such copy thereof has been so given to any Mortgagee that shall have made such written request of Lessor.

Upon any Event of Default, any Mortgagee shall have, subject to the provisions of this Section 5.4, the right to cure or make good such default or to cause the same to be cured or made good whether the same consists of the failure to pay Rent or the failure to perform any other obligation, and Lessor shall accept such performances on the part of any Mortgagee as though the same had been done or performed by Lessee. Any such Mortgagee is hereby authorized by Lessee to take any such actions to cure an Event of Default, and such authorization includes, without limitation, the right to enter upon the Property for such purpose; provided, however, that no Mortgagee shall have any obligation to take any such actions.

(b) In case of an Event of Default by Lessee which can be cured by payment of money, Lessor will take no action to effect a termination of this Lease by reason thereof unless such default has continued beyond fifteen (15) days after Lessor shall have given Lessee and any Mortgagee notice of such Event of Default, it being the intent hereof and the understanding of the parties that any Mortgagee shall be allowed the additional time period provided herein to cure an Event of Default of Lessee specified in Section 4.1(a) or (b).

(c) In case of any Event of Default by Lessee which cannot be corrected by the payment of money, Lessor will take no action to effect a termination of this Lease by reason thereof unless such default has continued beyond thirty (30) days after Lessor shall have given any Mortgagee notice of such Event of Default, it being the intent hereof and the understanding of the parties that any Mortgagee shall be allowed 30 days after the receipt of notice of such Event of Default within which either:

- (i) to commence to cure such Event of Default, if such Event of Default is susceptible of being cured by a Mortgagee without such Mortgagee obtaining possession of the Leased Premises;
- (ii) to obtain possession of the Leased Premises (including possession by a receiver) and to cure such Event of Default in the case of an Event of Default which is susceptible of being cured after Mortgagee has obtained possession thereof; or

- (iii) to initiate foreclosure proceedings and to complete such foreclosure proceedings or otherwise acquire Lessee's interest under this Lease with reasonable and continuous diligence in the case of an Event of Default which is not susceptible of being cured by the Mortgagee prior to the acquisition of Lessee's interest under this Lease. The time available for a Mortgagee to initiate foreclosure proceedings under its Mortgage shall be deemed extended by the number of days of delay occasioned by judicial injunction or statutory restriction against such proceedings.

Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the Event of Default which prompted such action has been cured. A Mortgagee shall have no obligation to cure any Event of Default regarding the payment of money which has occurred more than sixty days before the receipt of notice of such Event of Default, in order to preserve its interest under its Mortgage or to exercise any of the rights granted to it under this Lease.

(d) As long as any Mortgage encumbers the Leased Premises, neither the bankruptcy nor the insolvency of Lessee as described in Section 4.1(d) of this Lease shall operate nor permit Lessor to terminate this Lease as long as all Rent specified in Section 2.5 of this Lease and all other payments of whatsoever nature payable by Lessee hereunder continue to be paid and all other obligations and acts to be performed by Lessee and capable of being performed are being performed by any Mortgagee in accordance with the terms of this Lease.

(e) During the period that any Mortgagee shall be in possession of the Leased Premises or during the pendency of any foreclosure proceedings instituted by a Mortgagee, such Mortgagee shall pay or cause to be paid the Rent specified in Section 2.5 of this Lease and all other payments of whatsoever nature payable by Lessee hereunder which have accrued and are unpaid and which thereafter accrue during that period. Following the acquisition of Lessee's leasehold estate by a Mortgagee or any other party acquiring title to Lessee's leasehold estate under this Lease, either as a result of foreclosure or acceptance of an assignment in lieu of foreclosure, the Mortgagee or the party acquiring title to Lessee's Estate shall, within the applicable cure period set forth herein. Any purchaser at the

foreclosure of any Mortgage, or successor of such purchaser, shall have all the rights, duties and obligations of Lessee hereunder during its period of ownership of Lessee's interest including, without limitation, the right to extend the Term as provided in Section 2.4, but no such person or entity shall be liable to perform the obligations imposed on Lessee by this Lease incurred or accruing after such purchaser or successor no longer has ownership of the Lessee's Estate or possession of the Leased Premises.

(f) Nothing herein shall preclude Lessor from exercising any of Lessor's rights or remedies with respect to any Event of Default by Lessee during any period of such forbearance, subject to the rights of any Mortgagee as herein provided.

(g) Except as permitted by Sections 3.11 and 3.12 and this Section 5.4, without the prior consent of all Mortgagees, neither this Lease nor the leasehold estate created by this Lease shall be surrendered, cancelled, modified, or amended and no agreement written or oral purporting to surrender, cancel, terminate, modify or amend this Lease without such consent shall be valid or effective.

(h) So long as any Mortgage is in force and effect, unless all Mortgagees shall otherwise expressly consent in writing, the fee title to the Improvements and the leasehold estate under this Lease shall not merge, but shall always remain separate and distinct, notwithstanding the union of the foregoing estates either in Lessor, Lessee or a third party by purchase or otherwise.

(i) Unless otherwise provided in this Section, the provisions of this Section are for the benefit of the Mortgagees and may be relied upon and shall be enforceable by the Mortgagees. Neither any Mortgagee nor any other holder or owner of the indebtedness secured any Mortgage or otherwise, shall be liable upon the covenants, agreements or obligations of Lessee contained in this Lease, unless and until such Mortgagee or other such holder or owner becomes the lessee hereunder.

Section 5.5 Binding Effect.

All of the covenants, conditions and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of Lessor and

Lessee, as such successors and assigns are permitted under this Lease, to the same extent as if each such permitted successor and assign were in each case named as a party to this Lease; and the term "Lessor", as used in this Lease, shall include any successor owner or owners, at any time, of the Leased Premises or any part thereof. This Lease may not be changed, modified or discharged except by a writing signed by Lessor and Lessee (and consented to by all Mortgagees pursuant to Section 5.4(e)).

Section 5.6 Severability.

If any term, covenant or condition 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, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 5.7 Governing Law.

This Lease shall be governed by and interpreted under the laws of the State of Alabama.

Section 5.8 Limitation on Personal Liability.

Anything herein or in any other instrument referred to herein to the contrary notwithstanding, Lessee agrees to look solely to the Lessor's Estate for the payment of all sums due under this Lease, and neither Lessor nor any general or limited partner, officer, director, stockholder, agent or employee of Lessor, shall be liable for the payment of any moneys or the performance of any obligations under this Lease.

Section 5.9 Counterparts.

To facilitate execution, this Lease may be executed in as many counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

Section 5.10 Special Termination Provisions.

Notwithstanding anything contained herein to the contrary, all options (set forth in Section 2.4) to renew the Initial Term of this Lease for the Extension Terms and all options to purchase the Leased Premises (set forth in Section 3.11) shall terminate not later than the day before that date that is 21 years after the date of the death of the last survivor of the descendants of Franklin Delano Roosevelt, former President of the United States of America, who are alive on the date of this Lease.

Section 5.11. No Partnership. This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto, except the relationship specified herein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed as of the day and year first above written.

In the presence of:

LESSOR:

DANIEL U.S. PROPERTIES, LTD.,
a Virginia limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION, a Virginia
corporation, as general
partner

By:

Dr. R. L. [Signature]
Its Vice President

George A. McCoy
Witness
Carl J. Williamson
Witness

In the presence of:

Ginger A. McCoy
Witness

Carol J. Williams
Witness

LESSEE:

DANIEL MEADOW BROOK ONE, LTD.,
a Virginia limited partnership

By: DANIEL REALTY INVESTMENT
CORPORATION-MEADOW BROOK ONE,
a Virginia corporation, as
general partner

By: James W. Bule
Its VICE PRESIDENT

Wl:DanDmBolea

BOOK 064 PAGE 172

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Stephen R. Monk, whose name as Vice President of DANIEL REALTY INVESTMENT CORPORATION, a Virginia corporation, as General Partner of Daniel U.S. Properties, Ltd., a Virginia limited partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 1st day of September, 1985.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90

STATE OF ALABAMA)

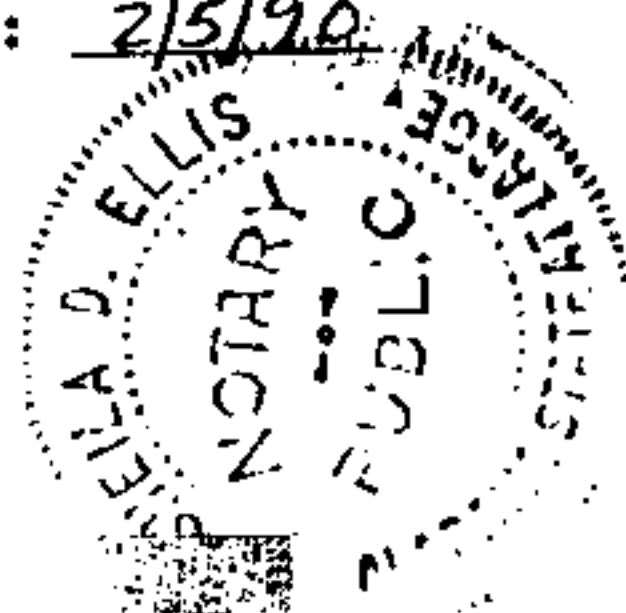
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James W. Kluber, whose name as Vice President of DANIEL REALTY INVESTMENT CORPORATION-MEADOW BROOK ONE, a Virginia corporation, as General Partner of Daniel Meadow Brook One, Ltd., a Virginia limited partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said corporation, in its capacity as General Partner as aforesaid.

Given under my hand and official seal, this the 1st day of September, 1985.

Sheila D. Ellis
Notary Public

My Commission Expires: 2/5/90



BOOK 064 PAGE 174

EXHIBIT A

A part of the SE 1/4 of the SW 1/4 and SW 1/4 of SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the point of intersection of the Easterly right-of-way line of Meadow Brook Road and the Southerly right-of-way line of U.S. Highway #280 and run Easterly along the Southerly right-of-way line of U.S. Highway #280 a distance of 443.48 feet to a point; thence $3^{\circ}03'54''$ to the left in a Northeasterly direction along the Southerly right-of-way line of U.S. Highway #280 a distance of 126.59 feet to the point of beginning; thence continue along the last stated course a distance of 453.91 feet to a point; thence $89^{\circ}41'58''$ to the right in a Southerly direction a distance of 92.48 feet to a point; thence $90^{\circ}00'$ to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of $69^{\circ}00'$; thence $125^{\circ}00'$ to the right (angle measured to tangent) and along the arc of said curve and along the boundary of Lake #1 a distance of 125.52 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of $31^{\circ}56'11''$; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of $45^{\circ}00'$; thence along the arc of said curve and along the boundary of Lake #1 a distance of 62.00 feet to a point; thence $71^{\circ}19'$ to the right (angle measured to tangent) in a Southwesterly direction a distance of 271.26 feet to a point; thence $95^{\circ}32'41''$ to the right in a Northwesterly direction a distance of 155.00 feet to a point; thence $64^{\circ}00'$ to the left in a Southwesterly direction a distance of 338.00 feet

to a point; thence 90°00' to the right in a Northwesterly direction a distance of 360.00 feet to a point; thence 34°30' to the right in a Northerly direction a distance of 424.00 feet to the point of beginning.

Containing 8.80 acres.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE EASEMENTS (WHICH, PURSUANT TO ARTICLE 1.09 OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW BROOK CORPORATE PARK SOUTH DATED AS OF SEPTEMBER 1, 1986 ARE DECLARED "COMMON AREAS").

EASEMENT AREA NO. 1.

An easement for ingress and egress over a parcel of land, being a part of the SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the point of intersection of the Easterly right-of-way line of Meadow Brook road and the Southerly right-of-way line of U.S. Highway #280 and run Easterly along the Southerly right-of-way line of U.S. Highway #280 a distance of 443.48 feet to a point; thence 3°03'54" to the left in a Northeasterly direction along the Southerly right-of-way line of U.S. Highway #280 a distance of 580.50 feet to a point; thence 89°41'58" to the right in a Southerly direction a distance of 92.48 feet to a point; thence 90°00' to the left in an Easterly direction a distance of 219.00 feet to a point on the boundary of Lake #1, said point being on a curve to the left having a radius of 104.23 feet and a central angle of 69°00'; thence 125°00' to the right (angle measured to tangent) and along the arc of said curve and along the boundary of Lake #1 a distance of 125.52 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 166.73 feet and a central angle of 31°56'11"; thence along the arc of said curve and along the boundary of Lake #1 a distance of 92.94 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along the boundary of Lake #1 a distance of 6.32 feet to the P.C. (point of curve) of a curve to the left having a radius of 79.00 feet and a central angle of 45°00'; thence along the arc of said curve and along the boundary of Lake #1 a distance of 62.00 feet to a point; thence 71°19' to the right (angle measured to tangent) in

BOOK 064 PAGE 175

a Southwesterly direction a distance of 210.98 feet to the point of beginning; thence $84^{\circ}27'19''$ to the left in a Southeasterly direction a distance of 71.53 feet to a point on the Northwesterly line of Corporate Parkway, said point being on a curve to the left having a radius of 385.00 feet and a central angle of $9^{\circ}02'$; thence $86^{\circ}11'28''$ to the right (angle measured to tangent) in a Southwesterly direction along the Northwesterly line of Corporate Parkway and along the arc of said curve a distance of 60.70 feet to a point; thence $102^{\circ}50'33''$ to the right (angle measured to tangent) in a Northwesterly direction a distance of 74.49 feet to a point; thence $84^{\circ}27'19''$ to the right in a Northeasterly direction a distance of 60.28 feet to the point of beginning.

Containing 0.10 acre.

EASEMENT AREA NO. 2

An easement for ingress and egress over and across a parcel of land situated in the South 1/4 of Section 31, Township 18 South, Range 1 West and the North 1/4 of Section 6, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and run North along the East line of said 1/4-1/4 section a distance of 1,113.82 feet to a point on the Southerly right of way line of U.S. Highway #280; thence in a Southwesterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 877.11 feet to a point lying 30.00 feet Easterly of the centerline of the left lane of Corporate Parkway, said point being the point of beginning; thence $89^{\circ}55'41''$ to the left in a Southerly direction along a line lying 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 18.04 feet to the P.C. (point of curve) of a curve to the right having a radius of 850.00 feet and a central angle of $8^{\circ}43'02''$; thence along the arc of said curve in Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 129.32 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 505.00 feet and a central angle of $38^{\circ}18'40''$;

BOOK 064 PAGE 176

thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 337.67 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction along a line 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 195.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 230.00 feet and a central angle of $38^{\circ}58'20''$; thence along the arc of said curve in a Southwesterly direction 30.00 feet Southeasterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 156.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southerly direction along a line 30.00 feet Easterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 230.53 feet to the P.C. (point of curve) of a curve to the right having a radius of 373.84 feet and a central angle of $116^{\circ}43'03''$; thence along the arc of said curve in a Southwesterly, Westerly and Northwesterly direction 30.00 feet Southeasterly, Southerly and Southwesterly of the centerline of Corporate Parkway a distance of 761.55 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 455.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 440.00 feet and a central angle of $52^{\circ}32'36''$; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 403.50 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southwesterly direction 30.00 feet Southerly of the centerline of the left lane of Corporate Parkway a distance of 107.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 339.95 feet and a central angle of $54^{\circ}36'23''$; thence along the arc of said curve in a Westerly direction 30.00 feet Southerly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 323.99 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northwesterly direction 30.00 feet Southwesterly of and parallel to the centerline of the left lane of Corporate Parkway a distance of 98.79 feet to a

point on the Southeasterly right of way line of Meadow Brook Road, said point being on a curve to the right having a radius of 468.64 feet and a central angle of $13^{\circ}40'48''$; thence $84^{\circ}53'15''$ to the right (angle measured to tangent) in a Northeasterly direction along the Southeasterly right of way line of Meadow Brook Road and along the arc of said curve to the right a distance of 111.89 feet to a point; thence $75^{\circ}02'27''$ to the right (angle measured to tangent) in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 18.22 feet to the P.C. (point of curve) of a curve to the left having a radius of 307.67 feet and a central angle of $42^{\circ}06'45''$; thence along the arc of said curve in a Westerly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 226.14 feet to the P.T. (point of Tangent) of said curve; thence in the tangent to said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 285.01 feet to the P.C. (point of curve) of a curve to the right having a radius of 460.00 feet and a central angle of $56^{\circ}17'$; thence along the arc of said curve in an Easterly direction 30.00 feet Northerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 451.87 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 225.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 1,150.00 feet and a central angle of $10^{\circ}50'38''$; thence along the arc of said curve in a Southeasterly direction 30.00 feet Northeasterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 217.65 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 240.00 feet and a central angle of $125^{\circ}00'$; thence along the arc of said curve in a Southeasterly, Easterly, Northeasterly and Northerly direction 30.00 feet Northeasterly, Northerly, Northwesternly and Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 523.60 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of

Corporate Parkway a distance of 150.00 feet to the P.C. (point of curve) of a curve to the right having a radius of 385.00 and a central angle of $57^{\circ}33'35''$; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 386.77 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 155.00 feet to the P.C. (point of curve) of a curve to the left having a radius of 275.68 feet and a central angle of $53^{\circ}07'48''$; thence along the arc of said curve in a Northeasterly direction 30.00 feet Northwesterly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 255.64 feet to the P.C.C. (point of compound curve) of a curve to the left having a radius of 2,037.80 feet and a central angle of $3^{\circ}13'04''$; thence along the arc of said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 114.44 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northerly direction 30.00 feet Westerly of and parallel to the centerline of the right lane of Corporate Parkway a distance of 17.89 feet to a point on the Southerly right of way line of U.S. Highway #280; thence $89^{\circ}55'41''$ to the right in an Easterly direction along the Southerly right of way line of U.S. Highway #280 a distance of 118.00 feet to the point of beginning.

Containing 9.75 acres.

Exhibit "B"

Permitted Encumbrances

All easements, restrictions, reservations,
rights of way and other matters of record now
or hereafter affecting the Property.

BOOK 064 PAGE 180

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 MAR 13 PM 3:05

Thomas J. [Signature]
JUDGE OF THE STATE

1. Deed Tax \$ 971.00
2. Mtg. Tax
3. Recording Fee 122.50
4. Indexing Fee 1.00
TOTAL 1,094.50

