

1689

2154 TRADING CORPORATION

LANDLORD

AND

FIRST ALABAMA BANK

TENANT

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Dated September 16, 1986

Premises located at Northwest Corner of U.S. 280 and
Inverness Center Drive, Shelby County, Alabama

LANGE, SIMPSON, ROBINSON & SOMERVILLE
1700 FIRST ALABAMA BANK BUILDING
BIRMINGHAM, ALABAMA 35203

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LEASE

THIS LEASE, made this 16th day of September, 1986, by and between 2154 TRADING CORPORATION, a corporation organized and existing under the laws of the State of New York and having its principal office at 4 East 24th Street, New York, New York 10010, hereinafter called "Landlord," FIRST ALABAMA BANK, a corporation organized and existing under the laws of the State of Alabama having its principal office at ~~200 Inverness Center Drive~~ ^{47 NORTH 20th STREET}, Birmingham, Alabama 35203, hereinafter called "Tenant," and TAYLOR & MATHIS V, a partnership organized and existing under the laws of the State of Georgia having its principal office at 10 Perimeter Center East, N.E., Atlanta, Georgia 30346, hereinafter called "Agent."

[Handwritten signature]
[Handwritten initials]

W I T N E S S E T H:

DEFINITIONS

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"Condemnation" or "Condemnation Proceedings" means any action or proceedings brought by competent authority for the purpose of any taking of the fee of the Premises or any part thereof as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of or in lieu of condemnation or while such action or proceeding is pending.

"Depositary" means a state or federal chartered bank designated by Tenant by written notice to Landlord and payor of the funds having an office in Shelby County, Alabama and a capital and surplus account as at its last published statement in excess of Two Hundred Fifty Million Dollars (\$250,000,000). So long as Tenant meets such requirements, Tenant shall be the Depositary. The expenses incurred and the fees earned by the Depositary shall be paid by Tenant.

"Imposition" means all taxes, assessments, charges for utilities (including, but not limited to, reasonable tap fees for connection to, and monthly charges for use of, the Inverness Sewer System charged to Landlord), excises, levies, license fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever.

"Inverness Center" means the Inverness Center Office Park as depicted on Schedule "D" attached hereto and made a part hereof.

"Land" means all that tract or parcel of land depicted and described in Schedule "A" attached hereto and made a part hereof.

"New Building" means any building constructed pursuant to the terms and conditions of Article IX hereof.

"New Improvement" means the New Building or any replacement thereof constructed pursuant to Section 10.02

"Net Rent" and "Net Rental" means the rent described in Schedule "C" attached hereto and made a part hereof.

"Premises" means the Land described in Schedule "A" and any buildings and other improvements now or at any time hereafter erected thereon.

"Restoration" means the repair or reconstruction of the building equipment and improvements following a partial or temporary Taking to a complete architectural unit of the same type and class that existed immediately prior to such Taking.

"Taking" means the event of vesting of title to the Premises or any part thereof in the condemning authority.

"Term of this Lease" means the initial term granted in Article I and the renewal terms granted in Article XX.

"Unavoidable Delays" means delays due to strikes, acts of God, inability to obtain, delays in delivery of, or shortages of labor or materials, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or similar causes or any other causes beyond the reasonable control of Tenant.

"Vesting Date" means the date of the Taking.

ARTICLE I

PREMISES AND TERM OF LEASE

The Landlord, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be paid and performed, demises and lets to the Tenant and the Tenant hires from the Landlord, upon and subject to the conditions hereinafter expressed, the Land together with the appurtenances thereunto appertaining reserving, however to the Landlord the right, at any time and from time to time, to construct, use, maintain, repair, replace and relocate within

the set back areas depicted on Schedule "A" lines for electricity, gas, telephone, water, sewer and other utilities and to change the slope or slopes of said set back areas, provided that the Landlord shall have no right to damage any improvement constructed by the Tenant outside of said set back areas in accordance with the provisions of this Lease and that the Landlord shall promptly repair any damage caused by Landlord, in the exercise of said right, to landscaping done by Tenant in said set back area.

Subject, however, to the matters, state of facts and exceptions to title described in Schedule "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said Premises with the appurtenances thereunto unto the Tenant and, subject to the provisions hereof, its successors and assigns, for a term commencing on the date hereof and ending on the 31st day of August, 2006, unless sooner terminated as hereinafter provided, upon and subject to all the terms, covenants, conditions and agreements herein contained.

ARTICLE II

RENT

2.01. The Tenant covenants to pay to the Landlord, in lawful money of the United States of America, the net rental (hereinafter sometimes called "Net Rent") described in Schedule "C." On and after September 1, 1987, the Net Rent shall be paid in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, without notice or demand and without any setoff, deduction or abatement whatsoever, at the office of Landlord, or at such other address designated by Landlord during the Term of this Lease.

ARTICLE III

TAXES AND IMPOSITIONS

3.01. From September 1, 1986, Tenant shall pay (except as hereinafter in Section 3.02 hereof provided), before any fine, penalty, interest or cost may be added thereto, or become due or be imposed by operation of law for the non-payment thereof, all Impositions which at any time prior to or during the Term of this Lease, may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or

become a lien on, (a) the Premises or any part thereof or any appurtenance thereto, (b) any use or occupation of the Premises, and (c) such franchises as may be appurtenant to the use of the Premises, this transaction or any document to which Tenant is a party, creating or transferring an interest or estate in the Premises. Landlord shall pay any Impositions accruing prior to September 1, 1986.

3.02. Nothing herein contained shall require Tenant to pay municipal, state or federal income, gross receipts or franchise taxes assessed against Landlord, or municipal, state or federal capital levy, estate, succession, inheritance or transfer taxes of Landlord; provided, however, that if at any time during the Term of this Lease the methods of taxation prevailing at the commencement of the term hereof shall be altered so as to cause the whole or any part of the taxes, assessments, levies, Impositions or charges now levied, assessed or imposed on real estate and the improvements thereon to be levied, assessed and imposed, wholly or partially as a capital levy or otherwise, on the rents received therefrom or if as a result of any such alteration of the methods of taxation, any income, gross receipts or franchise tax, assessment, levy or other tax (including but not limited to any municipal, state or federal levy) Imposition or charge, or any part thereof, shall be measured by or based, in whole or in part upon the Premises and shall be imposed upon Landlord, then all such taxes, assessments, levies, Impositions or charges or the part thereof so measured or based, shall be deemed to be included within the term "Impositions" for the purposes hereof, to the extent that such Impositions would be payable if the Premises were the only property of Landlord subject to such Impositions, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Impositions.

3.03. In the case of assessments for local improvements or betterments which may by law be payable in installments, Tenant (subject to Section 3.07) shall only be obligated to pay such installments as fall due during the term, together with interest on deferred payments, on condition that Tenant shall take such steps as may be prescribed by law to convert the payment of the assessment into installment payments. Such payments of installments, and any interest thereon, shall be made before any fine, penalty, interest or cost may be added thereto for non-payment of any installment or interest thereon.

3.04. In any suit or proceeding arising out of the failure of the Tenant to keep any covenant contained in the provisions of this Article, the certificate or receipt of the department, officer or bureau charged with collection of the Imposition, showing that the Imposition is due and payable or has been paid, shall be prima facie evidence that such

Imposition was due and payable as a lien or charge against the Premises or that it has been paid as such by the Landlord.

3.05. The Tenant shall have the right to contest or review by legal proceedings or in such manner as Tenant in its opinion shall deem advisable (which proceedings or other steps taken by Tenant if instituted shall be conducted diligently at its own expense and free of any expense to the Landlord) any and all Impositions levied, assessed or imposed against the Premises or taxes in lieu thereof required to be paid by Tenant. Landlord, at the request of Tenant, will join in any such contest or proceeding and will execute any agreement in settlement of any of those contests or proceedings and any documents in implementation thereof, but Tenant in those circumstances must keep and hold Landlord harmless of and from any cost or expense (including reasonable attorneys' fees) in connection therewith, and Landlord may, as a condition to acting on Tenant's request, require that reasonable security be deposited with Landlord to protect against the contingency of such costs and expenses. In any event, no such contest shall defer or suspend Tenant's obligations to pay the Imposition as herein provided for pending the contest, but if by law it is necessary that such payment be suspended to preserve or perfect Tenant's contest, then the contest shall not be undertaken without there being first furnished to Landlord reasonable security as indemnity to pay such Imposition upon conclusion of the contest and all costs thereof that may be imposed upon Landlord or the Premises herein demised. Tenant agrees that no allegation, designation, statement, document or evidence offered in any such action or proceeding for or on behalf or in the name of Landlord or Tenant shall be admissible in evidence against Landlord's interest in the determination of the value of the Premises where such determination is required to be made by the terms hereof. Nothing in this Section 3.05 shall be in derogation of Landlord's right to contest or review any Imposition by legal proceeding or in such other manner as may be available to Landlord upon ten (10) days prior written notice to Tenant.

3.06. Tenant will promptly exhibit to Landlord all paid bills for Impositions, which bills after inspection by Landlord shall be returned to Tenant.

3.07. Any Imposition relating to a fiscal period of the taxing authority occurring at the end of the Term of this Lease, only a part of which period is within the term (whether or not such Imposition is assessed, levied, imposed or becomes a lien or shall become payable, during the Term of this Lease) shall be apportioned and adjusted between the Landlord and the Tenant so that the Landlord shall be responsible in respect to that

proportion of such Imposition which corresponds to the part of such fiscal period as falls outside of the Term of this Lease, and the Tenant's responsibility shall apply to the remainder of the Imposition.

ARTICLE IV

REPAIRS AND MAINTENANCE OF THE PROPERTY

4.01. Throughout the term, Tenant, at its sole cost and expense, will take good care of the Premises and will put, keep and maintain the same and every part thereof in good order and condition, and make all necessary repairs thereto of whatsoever nature or kind, interior and exterior, structural and non-structural, ordinary and extraordinary and whether now foreseeable or not foreseeable.

Tenant will not do or suffer any waste or damage, disfigurement or injury to the Premises or any part thereof.

4.02. The necessity for and adequacy of repairs to and maintenance of the buildings and any other items mentioned in Section 4.01 shall be measured by the standard which is maintained by Landlord for its buildings and property at Inverness Center, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or injury to the buildings and to keep them and all other items mentioned in Section 4.01 in sound first-class condition.

4.03. Tenant shall put, keep and maintain all portions of the Premises, all landscaping thereon and the sidewalks, curbs and passageways adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

4.04. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises. Without limiting the generality of the foregoing provisions of this Article, Tenant explicitly assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises.

ARTICLE V

COMPLIANCE WITH LAWS

5.01. Throughout the Term of this Lease, Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and

requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, foreseen or unforeseen ordinary as well as extraordinary, which may be applicable to the Premises or to the use or manner of use of the Premises whether or not such law, ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises.

5.02. Tenant shall likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the Premises.

5.03. Tenant shall have the right, after prior written notice to Landlord, to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant or Landlord or both, without cost and expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in Section 5.01 subject to the following:

(a) if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith pending the prosecution of any such proceeding may legally be delayed without the incurrance of any fine, lien, charge or liability of any kind against the Premises or Tenant's leasehold interest therein and without subjecting Tenant or Landlord to any liability, civil or criminal, for failure so to comply therewith, Tenant may delay compliance therewith until the final determination of such proceeding; or

(b) if any lien, charge or civil liability would be incurred by reason of any such delay, Tenant nevertheless may contest as aforesaid and delay as aforesaid, provided that such delay would not subject Landlord to criminal liability and Tenant (i) furnishes to Landlord security, reasonably satisfactory to Landlord, against any loss or injury by reason of such contest or delay, and (ii) prosecutes the contest with due diligence.

Landlord will execute and deliver any appropriate papers which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement.

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ARTICLE VI

INSURANCE

6.01. Tenant shall at all times maintain the insurance below enumerated on all buildings now or hereafter erected on the Land for the mutual benefit of Landlord and Tenant, namely:

(a) All Risk Builders' Risk Insurance on a completed value non-reporting form for all improvements, additions or alterations under construction or to be constructed during the Term of this Lease;

(b) All Risk Property Insurance on the completed New Improvement and contents, where applicable, written in an amount not less than 100% of Insurable Value defined as the actual replacement cost of the New Improvement (exclusive of excavation and foundation costs and cost of other improvements below the level of the ground floor) without deduction for physical depreciation thereof; Tenant agrees that the Insurable Value of the New Building constructed pursuant to Article IX (or any building in replacement thereof) shall be appraised by an appraiser designated by Tenant, and approved in writing by Landlord, and paid by Tenant and the policy of insurance shall be endorsed with the so-called "Agreed Amount and Replacement Cost Endorsements," if available, whereby the insurer in substance agrees to be bound by the said appraisal; the Insurable Value shall be so appraised upon completion of construction of the New Building and thereafter at least once every thirty-six (36) calendar months;

(c) War Risk Insurance, when and to the extent that such insurance is generally obtainable, in an amount not less than the then Insurable Value as stated in "(b)" above;

(d) Boiler and Machinery Insurance against loss or damage by explosion of steam boiler, air conditioning equipment, pressure vessels or similar apparatus, now or hereafter installed in the New Building, in such limits with respect to any one accident as may reasonably be requested by Landlord from time to time, but not less than One Hundred Thousand Dollars (\$100,000); and

(e) such other insurance in such amounts as may from time to time be reasonably required by Landlord against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, due regard being, or to be, given to the height and type of building, its construction, use and occupancy.

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6.02. Tenant shall also maintain at all times the following insurance for the mutual benefit of Landlord and Tenant against:

(a) loss of business income or rental under a business interruption insurance policy or under a rental value insurance policy covering risk of loss due to the occurrence of any of the hazards described in Section 6.01(a), (b) and (d) and (if insurance covering such hazards is generally obtainable) in Section 6.01(c) in an amount not less than one year's Net Rent plus charges which are Tenant's responsibility, but which otherwise would be the legal obligation of Landlord;

(b) claims for personal injury or death or property damage occurring in or on the Premises (including elevators) and the sidewalks, driveways and curbs adjacent thereto with such limits as may reasonably be requested by Landlord, but not less than Twenty-five Million Dollars (\$25,000,000) in the event of personal injury, bodily injury or death to any number of persons in any one accident, or of property damage; the limits of said policy shall be increased from time to time to meet changed circumstances, and if the parties are unable to agree on the amount by which such limits are to be increased, the controversy shall be resolved by arbitration; Landlord may not request a change in the limits of the policy as above provided for more often than once in any five-year period.

6.03. All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of responsibility and licensed to do business in the State of Alabama, such responsibility and the insuring agreements to meet with the reasonable approval of Landlord. The original policies under Section 6.01 shall be delivered to Landlord. The policy under Section 6.02(a) and the policy under Section 6.02(b) (or a certificate thereof) shall be delivered to Landlord. At least ten (10) days prior to the expiration date of any policy the original renewal policy for such insurance shall be delivered by Tenant to the holder of the expiring original policy, and certificates thereof, as the case may be, shall be delivered to Landlord, together with satisfactory evidence of payment of the premium on such policy. To the extent obtainable, all such policies shall contain agreements by the insurers that (i) such policies shall not be cancelled except upon ten (10) days prior written notice to each named insured and loss payee and (ii) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises.

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6.04. The rental value policy referred to in Section 6.02(a) shall name Landlord as the loss payee. Landlord periodically shall apply the proceeds of such rental value insurance first towards the payment of annual Net Rental and then to the payment of Impositions and insurance premiums becoming due during the period referred to in that Section. Any balance of such portion of the total proceeds remaining after payment of said sums during that period shall be paid to Tenant.

6.05. Except as provided in Section 6.04, all policies of insurance shall name Landlord and Tenant as the insured as their respective interests may appear and as loss payees. The loss, if any, under said policies referred to in Section 6.01, shall be adjusted with the insurance companies by Tenant, except that in case of any particular casualty resulting in damage or destruction exceeding 5% of the Insurance Value in the aggregate, no adjustment shall be made with the insurance companies without the prior approval of Landlord.

6.06. The loss, if any, under all policies of the kinds referred to in Section 6.01 hereof shall be payable (a) in the case of any particular casualty resulting in a loss payment not exceeding 5% of the Insurable Value, to Tenant, or (b) in case of any particular casualty resulting in a loss payment in excess of 5% of the Insurable Value, to the Depository. All policies of the kind aforesaid shall expressly provide that loss thereunder shall be adjusted and paid as provided in Section 6.05 and this Section 6.06.

6.07. Insurance proceeds under the policies described in Section 6.01 shall be disbursed as provided for in Article XV hereof.

6.08. Nothing in this Article shall prevent Tenant from taking out insurance of the kind and in the amount provided for under Sections 6.01 or 6.02 hereof under a blanket insurance policy or policies which cover other properties owned or operated by Tenant as well as the Premises herein demised. Any such policy of blanket insurance of the kind provided for by Section 6.01 must contain as respects the Premises, the "Agreed Amount and Replacement Cost Endorsements" called for by that Section. Tenant shall furnish Landlord with copies of the schedule or make-up of all property affected by any such policy of blanket insurance within thirty (30) days after the filing of such schedule or make-up with the appropriate filing body.

6.09. All policies under Section 6.01(a) (b) and (c) and under Section 6.02(a) shall contain endorsements that the rights of the assured to receive and collect the proceeds shall not be diminished because of any additional insurance carried by Tenant on its own account.

6.10. If, at any time and from time to time, Tenant furnishes to Landlord a copy either of the latest Form 10K filed with the Securities and Exchange Commission or of Tenant's latest published annual statement, in either case evidencing that Tenant has a net shareholder's equity of not less than Two Hundred Fifty Million Dollars (\$250,000,000), Tenant shall have the right for the period ending twelve (12) months following such filing or publication as the case may be, to self insure the risks covered by the insurance described in Sections 6.01 and 6.02, provided that Landlord's interest is covered by Tenant's self insurance.

ARTICLE VII

SURRENDER AT END OF TERM; TITLE TO BUILDING

7.01. Upon the expiration or other termination of the Term of this Lease, Tenant, subject to Sections 15.03 and 16.06, shall quit and surrender the Premises and all improvements to Landlord, without payment or offset, in good order, condition and repair, reasonable wear and tear excepted, free and clear of all leases and occupancies other than subleases then terminable at the option of the Landlord thereof or subleases to which Landlord shall have consented, and free and clear of all liens and encumbrances other than those, if any, created by Landlord.

7.02. Upon the construction of the New Improvement, legal title thereto shall automatically vest in Tenant until expiration or earlier termination of this Lease at which time Tenant covenants and agrees that sole ownership of the New Improvement and the right of possession and use of the New Improvement shall automatically vest in Landlord without payment or consideration of any kind. Although the provisions of this Section are self-executing, Tenant hereby agrees, upon expiration or earlier termination of this Lease, to execute any instrument requested by Landlord, including but not limited to a deed or bill of sale, to confirm Landlord's sole ownership of and fee simple title to the New Improvement without payment or consideration of any kind. Such instruments shall be made without representations, warranties or recourse. The parties covenant and agree that all of the provisions of this Lease with respect to surrender of the Premises shall be equally applicable to surrender of the New Improvement upon the expiration or earlier termination of this Lease.

7.03. The fee simple title of Tenant in the New Improvement shall not extend to any other portion of the Premises. Tenant's ownership of the leasehold estate created hereby and

of the estate or interest in the New Improvement shall be non-separable. Any attempt to transfer Tenant's estate or interest in the New Improvement shall be a default under this Lease and void and ineffective, unless Tenant's leasehold interest created by this Lease shall be simultaneously transferred to the same transferee. Likewise, any attempt to transfer the leasehold estate of Tenant created by this Lease shall be a default by Tenant under this Lease and void and ineffective, unless Tenant's estate or interest in the New Improvement shall be simultaneously transferred to the same transferee. Notwithstanding the foregoing, Tenant may deliver a security interest in personal property pursuant to the Uniform Commercial Code without also delivering such a security interest in the leasehold interest.

7.04. Any personal property of Tenant, any subtenant, any space tenant or any licensee which shall remain upon the Premises after the termination or expiration of this Lease and the removal of Tenant, such subtenant, such space tenant or such licensee from the leased Premises may, at the option of Landlord, be deemed to have been abandoned and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit.

7.05. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant, any subtenant, any space tenant, or any licensee or occupant.

7.06. The provisions of this Article VII shall survive any termination or expiration of this Lease.

ARTICLE VIII

LANDLORD'S RIGHT TO PERFORM TENANT'S COVENANTS

8.01. If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article III hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Article VI hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed, then Landlord, after ten (10) days notice to Tenant (or without notice in case of an emergency or as provided in subdivision (c) of Section 13.01 hereof) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease, may (but shall be under no obligation to)

- (a) pay any Imposition payable by Tenant pursuant to the provisions of Article III, or

(b) take out, pay for and maintain any of the insurance policies provided for in Article VI hereof, or

(c) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided, and may enter upon the Premises for the purpose and take all such action thereon as may be necessary therefor.

8.02. All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon at the rate of one percent (1%) per annum in excess of Tenant's prime rate from the respective dates of Landlord's making of each such payment or incurring of each such cost and expense shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss to the extent of any deficiency in the insurance required by the provisions of this Lease, damages, costs and expenses of suit suffered or incurred by reason of damage to, or destruction of, the Premises occurring during any period when Tenant shall have failed or neglected to provide insurance as aforesaid. However, any such damages so recovered by the Landlord shall be subject to the provisions of Article XV hereof. Upon the expiration of this Lease, the unearned premiums upon any such insurance policies lodged with Landlord by Tenant shall be apportioned. If Tenant shall then be in default in the performance of any of Tenant's covenants, agreements and undertaking in this Lease, such apportionment shall be adjusted to cure such default.

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ARTICLE IX

NEW CONSTRUCTION

9.01. On or before December 1, 1986, Tenant shall commence the construction of the New Building designed for a branch bank. The New Building shall be a complete, independent building erected wholly within the boundary lines of the Land and in compliance with all set back requirements depicted on Schedule "A" and shall be a complete self-sustaining operating unit containing adequate utilities and facilities. The New Building shall meet all applicable legal requirements and shall

be constructed in a good and workmanlike manner in accordance with all requirements of local ordinances and with the rules, regulations, and requirements of all departments, boards, bureaus, officials, and authorities of the federal, state, and municipal governments having jurisdiction thereof and with the requirements of the local fire insurance rating organization.

9.02. Subject to this Article IX, Tenant, at its own cost and expense, shall employ a duly qualified architect licensed in the State of Alabama to prepare the building plans and specifications for the New Building, shall make all applications and obtain all licenses and permits to construct the New Building.

9.03. The construction of the New Building shall not be commenced unless Tenant is not in default under this Lease and the following events shall have occurred:

(a) all final plans and specifications for such building and all other improvements (including, but not limited to, landscaping, signage, color, exterior lighting and temporary structures) shall have been approved in writing by Landlord, which approval may be withheld at Landlord's sole discretion;

(b) Tenant, at its expense, shall have filed complete plans, specifications, certificates, and any other documents required for construction of the New Building with the appropriate governmental body having jurisdiction with respect to the erection of New Buildings and shall have received the approval of such body to proceed with construction; any changes in the plans and specifications required by such governmental body shall have been approved by Landlord in writing;

(c) Tenant shall have procured and paid for all municipal and other governmental permits and other authorizations of the various departments and governmental jurisdictions necessary with respect to the erection of new buildings; and

(d) Tenant shall have delivered to Landlord satisfactory proof of the existence of Owner's protective liability and property damage insurance, insuring Landlord for the amounts provided in Section 6.02(b) and workmen's compensation insurance for all persons employed in connection with the construction.

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All insurance of the characters described in subparagraph (d) above shall be effected under valid and enforceable policies issued by insurers of recognized responsibility and which have been approved in writing by Landlord as to qualifications of insurers and amounts of insurance to be written by each. Following the commencement of construction of the New Building, Tenant shall cause such policies of insurance to remain in full force and effect at all times and shall pay the premium of each such policy or cause the same to be paid within ten (10) days after such premium becomes due and payable. Tenant shall, at the request of Landlord, furnish Landlord with satisfactory evidence of such payment.

9.04. (a) Upon the satisfaction of all conditions set forth in Section 9.03, Tenant shall commence the construction of the New Building and shall prosecute such construction to completion with diligence. The New Building shall be completed not later than July 31, 1987 subject to Unavoidable Delays.

(b) During the construction of the New Building, Landlord and its architects or engineers, or both, may from time to time inspect the New Building and shall be furnished, if required by Landlord, with copies of all plans, shop drawings and specifications, and may examine all plans, shop drawings and specifications which must be maintained at the construction site. In the event that prior to completion of the New Building, the Landlord or its architects or engineers shall determine that such building is not being constructed in accordance with the plans and specifications hereinabove referred to, prompt notice in writing shall be given to Tenant specifying in detail the particular deficiency, omission or other respect in which Landlord claims construction does not accord with the plans and specifications. Upon receipt of such notice, Tenant shall take such steps as are necessary to cause corrections to be made as to any deficiencies, omissions, or otherwise.

9.05. Before the New Building shall be used for its designed purpose, Tenant shall obtain and deliver to Landlord a Certificate of Occupancy, or a temporary Certificate of Occupancy if, and to the extent that, such is provided for by law.

9.06. With respect to the foregoing provisions of this Article IX, Landlord shall co-operate with Tenant in making all applications required for permits, licenses, and certificates required pursuant to this Article.

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9.07. In the event Tenant fails to commence construction of the New Building by December 1, 1986; fails to complete the New Building by July 31, 1987 (subject to Unavoidable Delays); fails at any time to diligently prosecute any work required for such completion; or in the event that there shall be a complete cessation of work, except by reason of Unavoidable Delays, for a period of thirty (30) consecutive days, Tenant shall, upon demand by Landlord, restore the Premises to their condition preceding the commencement of construction of the New Building and, in addition, Landlord, at its election, may serve upon Tenant a notice of default pursuant to Article XIX hereof.

9.08. Upon completion of construction of the New Building, Tenant shall deliver to Landlord a survey and surveyor's inspection report, certified by a land surveyor or engineer satisfactory to Landlord. The survey shall show the dimensions and total square foot area of the Land, zoning and other required set backs, the dimensions and location of the building, parking areas and all easements affecting or serving the Premises, and the location of adjoining streets. The survey shall show a state of facts which in the opinion of Landlord does not render title unmarketable.

ARTICLE X

CHANGES, ALTERATIONS AND NEW CONSTRUCTION BY TENANT

10.01. Tenant shall have the right at any time and from time to time during the Term of this Lease, to make, at its sole cost and expense, changes and alterations in or to the improvements on the Premises, subject, however, in all cases to the following:

(a) no change or alteration to the exterior of any New Improvement or to any item visible from off the Premises (including, without limitation, landscaping, signage, color and exterior lighting) shall be made without the prior written consent of Landlord, which consent may be withheld at Landlord's sole discretion;

(b) no change or alteration involving an estimated cost of more than Two Hundred Thousand Dollars (\$200,000) (including any Restoration required by Articles XV and XVI hereof) shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld;

(c) no change or alteration shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required, from time to time, all permits and authorizations of all municipal departments and governmental

subdivisions having jurisdiction; Landlord shall join in the application for such permits and authorizations whenever such action is necessary;

(d) notwithstanding anything to the contrary contained in the foregoing, any change or alteration of a structural nature to any building shall: (i) be conducted under the supervision of any architect or engineer selected by Tenant and approved in writing by Landlord, which architect or engineer shall be employed by Tenant at Tenant's sole expense; and (ii) be made only in accordance with detailed plans and specifications and cost estimates prepared by such architect or engineer and approved by Landlord in writing;

(e) any change or alteration shall, when completed, be of such a character as not materially to reduce the value of the Premises below their value immediately before such change or alteration;

(f) any change or alteration shall be made promptly (Unavoidable Delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and offices, and in accordance with the orders, rules and regulations of the National Board of Fire Underwriters or any other body hereafter exercising similar functions;

(g) the cost of any such change or alteration shall be paid by Tenant so that the Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Premises;

(h) worker's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, and general liability insurance for the mutual benefit of Tenant and Landlord with limits of not less than those provided in Section 6.02(b) shall be maintained by Tenant at Tenant's sole cost and expense at all times when any work is in process in connection with any change or alteration; all such insurance shall be in a company or companies of recognized responsibility, and all policies or certificates therefor issued by the respective insurers, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered to Landlord;

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(i) if the estimated cost of any such change or alteration shall be in excess of Five Hundred Thousand Dollars (\$500,000), Tenant, before commencement of work, at Tenant's sole cost and expense, shall, if required by Landlord, furnish to Landlord a surety company performance bond, issued by a surety company acceptable to Landlord, or other security reasonably satisfactory to Landlord, in an amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all liens, encumbrances, chattel mortgages, conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by Landlord; no performance bond or other security shall be required except to the extent that such estimated cost exceeds the amounts deposited pursuant to Sections 6.06 and 16.04 of this Lease;

(j) no change or alteration shall, when completed, tie in or connect the Premises with any other building on adjoining property; and

(k) Tenant shall furnish Landlord with copies of all plans and working drawings prepared for changes or alterations on the Premises.

10.02. Provided that Tenant is not in default with respect to the terms, covenants and conditions of this Lease, Tenant shall have the right during the Term of this Lease to demolish the New Building described in Article IX (or any replacement thereof) provided that Tenant replaces it, at Tenant's sole cost and expense, with a suitable improvement on the Premises. The design of said improvement shall be subject to Landlord's approval, to the same extent as is the design of the New Building and related improvements. Such New Improvement shall be wholly located on the Land and shall constitute an independent building of a character calculated to result in a proper economic use of such Land, as of the date of Tenant's election to demolish as aforementioned. The obligation of Tenant to pay the Net Rent and additional rent shall not be affected by the foregoing. Except as hereinafter expressly provided, all of the provisions of Section 10.01 and of Article IX shall apply to the contemplated demolition and construction. Prior to the commencement of demolition, Tenant shall

(a) deposit with Landlord an amount equal to all of the Net Rent and additional rent to cover the period from the commencement of demolition to the anticipated date of completion of the new structure, or in lieu thereof, guarantees for the payment thereof, by guarantors satisfactory and acceptable to Landlord; and

(b) (i) if required by Landlord, furnish to Landlord a surety company performance bond, issued by a surety company acceptable to Landlord, or other security reasonably acceptable to Landlord, in an amount at least equal to the estimated cost of such demolition and construction, guaranteeing the completion thereof within a reasonable time; or

(ii) deposit with Landlord, in cash or equivalent, the estimated cost of demolition and construction, or furnish the unqualified commitment by a banking institution or life insurance company, acceptable to Landlord, and authorized to do business in the State of Alabama, to pay such cost of demolition and construction; or

(iii) deliver to Landlord a guaranty of completion in form and substance satisfactory to Landlord by an individual, partnership or corporation whose financial responsibility and construction or development experience are satisfactory to Landlord.

The amount deposited by Tenant for the estimated cost of demolition and construction, shall be paid out by Landlord for the account of Tenant in the manner provided pursuant to Section 15.02 of this Lease. In the event that Tenant, having commenced demolition of the New Building, shall abandon the demolition and erection of the new structure, or fail to complete such demolition and construction, within twelve (12) months (as extended by Unavoidable Delays) after the commencement of demolition, either of such events shall constitute a default hereunder, and Landlord shall thereupon become entitled to exercise any of its remedies provided for pursuant to Article XIX of this Lease. In addition to the foregoing, Landlord shall retain any amount deposited by Tenant for the estimated cost of demolition and construction, as and for liquidated damages for the failure by Tenant to perform its obligations as aforementioned.

10.03. Tenant covenants that in performing any work or repairs to, or restoration, replacement or rebuilding of, any improvements required to be performed by Tenant pursuant to the provisions of Articles IV, V, XV and XVI or any of them, it will observe and perform (insofar as the nature of such repairs, restoration, replacement or rebuilding make such observance and performance appropriate) the conditions relating to changes and alterations set forth in Section 10.01 above.

10.04. Upon completion of construction of any New Improvement, Tenant shall deliver to Landlord a survey and surveyor's inspection report, certified by a land surveyor or engineer satisfactory to Landlord. The survey shall show the dimensions and total square foot area of the Land, zoning and other required set backs, the dimensions and location of the building, parking areas and all easements affecting or serving the Premises, and the location of adjoining streets. The survey shall show a state of facts which in the opinion of Landlord does not render title unmarketable.

ARTICLE XI

DISCHARGE OF LIENS

11.01. Tenant will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge (levied on account of any Imposition or any mechanic's, laborer's or materialman's lien or any mortgage, conditional sale, title retention agreement or chattel mortgage, or otherwise) which might be or become a lien, encumbrance or charge upon the Premises or any part thereof or the income therefrom, having any priority or preference over or ranking on a parity with the estate, rights and interests of Landlord in the Premises or any part thereof or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Tenant in the Premises or any part thereof might be impaired; provided that any Imposition may, after the same becomes a lien on the Premises, be paid or contested in accordance with Article III hereof and any mechanic's, laborer's or materialman's lien may be discharged in accordance with Section 11.02 hereof.

11.02. . If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon,

at the rate of one percent (1%) per annum in excess of Tenant's prime rate from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

11.03. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

ARTICLE XII

USE OF PROPERTY

12.01. Tenant will use the Premises for the conduct of any aspect of the business of banking and for no other purpose.

12.02. Tenant will not use or allow the Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance or of any other certificate, law, statute, ordinance or regulation covering or affecting the use of the Premises or any part thereof and will not suffer any act to be done or any condition to exist on the Premises or any part thereof or any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

12.03. Tenant shall not suffer or permit the Premises, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Landlord's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

12.04. Tenant shall not use or permit the use of the Premises or any part thereof for any purpose which in the opinion of Landlord would adversely affect the then value or character of the Premises.

12.05. Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Premises.

ARTICLE XIII

ENTRY OF PROPERTY BY LANDLORD

13.01. Tenant will permit Landlord and its authorized representatives to enter the Premises at all reasonable times for the purpose of (a) inspecting the same, (b) making any necessary repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same for ten (10) days after written notice from Landlord or, (c) repairing any damage due to fire or other casualty in the event Tenant shall have failed to commence such repairs promptly after such fire or other casualty or shall have failed to continue making such repairs with due diligence. Nothing herein shall imply any duty upon the part of Landlord to do any such work; and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

13.02. Landlord may during the progress of any work in the Premises keep and store therein or elsewhere upon the Premises all necessary materials, tools, supplies and equipment. Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Tenant or any subtenant by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment into or through the Premises during the course thereof and the obligation of Tenant under this Lease shall not be affected thereby.

13.03. Landlord shall have the right to enter the Premises at reasonable times, by appointment outside of usual business hours and accompanied by a representative of Tenant for the purpose of showing the same to prospective purchasers or mortgagees thereof, and, at any time within two (2) years prior to the expiration of the Term of this Lease, for the purpose of showing the same to prospective tenants.

ARTICLE XIV

INDEMNIFICATION OF LANDLORD

14.01. Tenant shall hold Landlord harmless of and from any and all loss, damages, expenses, costs and liability for anything and everything whatsoever arising from or out of the /

occupancy by or under the Tenant, or any failure on the Tenant's part to comply with any of the covenants, terms or conditions contained in this Lease. This indemnity extends to liability for expenses (including reasonable attorneys' fees at both trial and appellate levels) incurred by Landlord in defending any action or proceeding instituted against Landlord, or against Tenant to which Landlord is made a party. The provisions of this Article shall not be deemed to make Tenant responsible for any negligent or willful act or omission of Landlord or of any officer, agent, employee, contractor, invitee or visitor of Landlord in or about the Premises.

ARTICLE XV

DAMAGE OR DESTRUCTION

15.01. In case of any casualty to the Premises, resulting in damage or destruction exceeding Fifty Thousand Dollars (\$50,000), Tenant will promptly give written notice thereof to Landlord. Tenant shall, at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, promptly restore, repair, replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

15.02. All insurance money paid to the Depositary as provided in Section 6.06 on account of such damage or destruction, less the actual cost, fees and expenses, if any, incurred in connection with adjustment of the loss, shall be applied by the Depositary to the payment of the cost of the aforesaid restoration, repairs, replacement, rebuilding or alterations, including the cost of temporary repairs or the protection of property pending the completion of permanent restoration, repairs, replacements, rebuilding or alterations (all of which temporary repairs, protection of property and permanent restoration, repairs, replacement, rebuilding or alterations are hereinafter collectively referred to as the "Restoration"), and shall be paid out from time to time as such Restoration progresses. If Tenant is not the Depositary, disbursement shall be made by Depositary upon the written request of Tenant which shall be accompanied by the following:

(1) A certificate signed by Tenant, dated not more than thirty (30) days prior to such request, setting forth the following:

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(A) that the sum then requested either has been paid by Tenant, or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the Restoration therein specified, and giving a brief description of such services and materials and the several amounts so paid or due to each of said persons in respect thereof, and stating that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Tenant, and that the sum then requested does not exceed the value of the services and materials described in the certificate;

(B) that except for the amount, if any, stated (pursuant to the foregoing subclause (1)(A)) in such certificate to be due for services or materials, there is not outstanding indebtedness known to the person signing such certificate, after due inquiry, which is then due for labor, wages, materials, supplies or services in connection with such Restoration which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialsman's statutory or similar lien upon such Restoration or upon the Premises or any part thereof or upon Tenant's leasehold interest therein; and

(C) that the cost, as estimated by the person signing such certificate, of the Restoration required to be done subsequent to the date of such certificate in order to complete the same, does not exceed the insurance money plus any amount deposited by Tenant to defray such cost and remaining in the hands of Landlord after payment of the sum requested in such certificate.

(2) A search of a title insurance company to the effect that there has not been filed with respect to the Premises or any part thereof or upon Tenant's leasehold interest therein any vendor's, mechanic's, laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment in the amount then requested.

(3) In the event such Restoration shall involve the construction of any foundation wall or any building wall, evidence, during the course of such construction, by survey and survey reading thereon, made by a duly licensed surveyor, that there are, as a result of such construction,

no encroachments on adjoining property or on adjoining streets and avenues and no physical conditions which would render title to the Premises unmarketable.

In the event that any such Restoration involves expenditures in excess of One Hundred Thousand Dollars (\$100,000), the certificates required by clause (1) of this Section shall be signed by the architect or engineer in charge of the Restoration, who shall be selected and employed by Tenant at Tenant's sole expense and approved in writing by Landlord, such approval not to be unreasonably withheld.

Upon compliance with the foregoing provision of this Section and provided that Tenant is not in default under this Lease, the Depositary shall, out of such insurance money, pay or cause to be paid to Tenant or the persons named (pursuant to subclause (1)(A) of this Section) in such certificate the respective amounts stated therein to have been paid by Tenant or to be due to them, as the case may be.

If the insurance money at the time held by Depositary, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be insufficient to pay the entire cost of such Restoration, Tenant will pay the deficiency.

Upon receipt by the Depositary of satisfactory evidence, of the character required by clauses (1) and (2) of this Section, that the Restoration has been completed and paid in full and that there are no liens of the character referred to therein, any balance of the insurance money at the time held by the Depositary shall, provided that Tenant is not in default under this Lease, be paid to Tenant.

15.03. If, within three (3) years prior to the expiration of the Term of this Lease, the improvements on the Premises shall be damaged or destroyed by fire or otherwise, and the estimated cost of Restoration exceeds Five Hundred Thousand Dollars (\$500,000), Tenant shall have the option of

(a) restoring, repairing, replacing, rebuilding or altering the improvements as provided in this Lease, or

(b) terminating this Lease by written notice to Landlord given within thirty (30) days after such destruction or damage, accompanied by payment to Landlord of (i) the Net Rent and all additional rent and other charges payable by Tenant under this Lease, for a period of 6 months after the date of such termination or to the date of what would otherwise have been the expiration of the Term of this Lease, whichever amount is the lesser and (ii) an amount

equal to the amount of the insurance proceeds which would have been payable with respect to the damaged improvements if all improvements on the Premises had been insured under a policy providing all risks property insurance for the full replacement cost of such improvements without deduction for depreciation.

15.04. Except as provided in Section 15.03 hereof, no destruction of or damage to the Premises or any part thereof by fire or any other casualty shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay the full Net Rent and additional rent and other charges payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises or any part thereof, or to any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage.

ARTICLE XVI

CONDEMNATION

16.01. In case of a Taking of all of the Premises and improvements thereon this Lease shall terminate as of the Vesting Date and the Net Rent and additional rent under this Lease shall be apportioned to the date of termination.

16.02. In case of a Taking of less than all of the Premises and improvements thereon (other than for a temporary use) Landlord and Tenant mutually shall determine, whether the remaining Premises and improvements thereon (after Restoration referred to in Section 16.04) can be used for the use contemplated by this Lease.

If it is determined that the remaining Premises and improvements thereon cannot be used for the use contemplated by this Lease, then and in such event this Lease shall terminate as of the Vesting Date.

If this Lease is not terminated in accordance with the provisions of this Section 16.03, it shall continue in full force and effect as to the remaining portion of the Premises subject to a reduction in the fixed Net Rent as provided in Section 16.05.

16.03. If this Lease shall terminate pursuant to the provisions of this Article, Tenant and Landlord shall have the right to participate in any Condemnation Proceedings and be represented by counsel for the purpose of protecting their

(b) Tenant next shall be entitled to an amount equal to the cost of Restoration. If the cost of Restoration shall be less than \$100,000, such amount shall be paid directly to Tenant and if \$100,000 or more, such amount shall be paid to Landlord, and shall be held and disbursed substantially in the same manner and subject to the same conditions as is provided in Section 15.02 for the disbursement of insurance proceeds.

(c) Tenant next shall be entitled to the remainder of the award, less, however the amount of any indebtedness then owing by Tenant to Landlord hereunder.

16.05. In case of a Taking of less than all of the Premises and improvements thereon (other than for a temporary use) and if this Lease shall not terminate as provided in Section 16.02 of this Article, commencing on the Vesting Date, the fixed Net Rent at the rate per annum payable by Tenant under this Lease immediately prior to the Taking shall be reduced in the same proportion that the number of square feet of land taken bears to the number of square feet of land in the Premises on the Vesting Date.

16.06. In the event of a Taking of all or any portion of the Premises and improvements thereon for temporary use, Tenant shall give prompt notice thereof to Landlord, the foregoing provisions of this Article shall be inapplicable thereto, this Lease shall continue in full force and effect without reduction or abatement of fixed Net Rent or additional rent and Tenant, alone, shall be entitled to make claim for, recover and retain any award recoverable in respect of such temporary use whether in the form of rental or otherwise provided however that:

(i) if the award is made in a lump sum covering a period beyond the expiration of the Term of this Lease, Landlord also shall be entitled to make claim for and participate in the award proportionately in the same ratios, respectively that that part of the entire period of such temporary use falling after the expiration date of the Lease and that part falling before such date bears to the entire period of temporary use;

(ii) there shall be paid to Landlord and retained by Landlord in accordance with the provisions of this Section 16.06 an amount which in the mutual opinion of Landlord and Tenant will be required to be expended upon the termination of said period of temporary use in order to restore the Premises and improvements as nearly as may be reasonably possible to the condition in which they existed prior to

respective interests hereunder, and no settlement or compromise shall be entered into which would adversely affect Tenant without first securing its written consent. The total award in the Condemnation Proceedings shall be divided as follows:

(a) Landlord shall be entitled to (i) an amount equal to the value, on the Vesting Date, of its interest in the Premises and the improvements, as encumbered by this Lease, but including Landlord's reversionary interest in the buildings on the Premises. The Term of this Lease shall be determined as if this Lease had been renewed by Tenant for all of the renewal terms provided in Article XXI hereof (unless the Vesting Date shall occur at any time after an option to renew shall have expired and not been exercised pursuant to Article XXI in which event it will be assumed that this Lease will expire on the last day of the then current initial or renewal terms of this lease). Landlord and Tenant shall agree upon such value notwithstanding any separate allocation of such value in the Condemnation award.

(b) Tenant shall be entitled to the remainder of the award after the payment has been made to Landlord as provided in subparagraph (a) of Section 16.03, less however, the amount of any indebtedness then owing by Tenant to Landlord hereunder.

16.04. In case of a Taking of less than all of the Premises and improvements thereon (other than for a temporary use) and if this Lease shall not terminate as provided in Section 16.02, Tenant, at its expense, shall commence and proceed with reasonable diligence to complete the Restoration and the total award in the Condemnation Proceedings shall be divided as follows:

(a) Landlord first shall be entitled to an amount equal to (i) the difference between the market value of the Land immediately prior to the Taking and the market value of the remaining Land immediately after the Taking. The market value of the Land shall be subject to the same conditions described in Section 16.03(a) and shall be determined by agreement or, in the absence of agreement, by an appraiser appointed by the President of Alabama Chapter 32 of the American Institute of Real Estate Appraisers pursuant to a request by either Landlord or Tenant, the fees of such appraiser to be paid in equal shares by Landlord and Tenant, and (ii) its expenses and charges, including without limitation, reasonable attorney's fees incurred in connection with such Taking.

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the Taking; if the Taking is for a period extending beyond the Term of this Lease such sums shall immediately be the sole property of Landlord; and

(iii) if the award is made in a lump sum covering the entire period or substantially the entire period of such temporary use and if it includes the amount of fixed Net Rent and additional rent, the award shall be paid to Landlord and held and disbursed by Landlord for the payment of fixed Net Rent and additional rent as they become due and the balance thereof shall be paid to Tenant.

If possession of the Premises so taken for such temporary use shall revert to Tenant prior to the expiration of this Lease, Tenant shall promptly replace any damage to the Premises and the improvements resulting from such Taking and the funds provided for in subsection (iii) above shall be paid to Tenant substantially in the manner and subject to the same conditions as provided in Section 15.02 for the disbursement of insurance proceeds. Upon completion of such Restoration, any balance shall be paid to Tenant. In the event that the cost of Restoration exceeds such funds, Tenant shall pay the deficiency.

ARTICLE XVII

ASSIGNMENT AND SUBLETTING

17.01. Tenant shall have the right at any time or times without the consent of Landlord to assign this Lease or to sublet the whole or any part or parts of the Premises to a parent, affiliate, subsidiary or successor corporation. Except as expressly stated above, Tenant may not assign this Lease or any interest hereunder nor sublet the Premises nor any portion thereof without the prior written consent of Landlord which shall not be unreasonably withheld. In determining the acceptability of a proposed assignee or subtenant, Landlord may consider such matters as the credit-worthiness and responsibility of the proposed assignee or subtenant and the desirability to tenants and prospective tenants of Inverness Center, which is owned by Landlord and/or a corporate affiliate of Landlord, of the proposed assignee or subtenant as compared to the desirability of Tenant which is a major commercial bank with branches throughout the metropolitan area of Birmingham, Alabama. Any single approval shall not be deemed a waiver of Landlord's right to future approvals under this Article. Any such permitted assignee shall thereafter have all of the power, authority, rights, duties, obligations and liabilities of the Tenant hereunder. Tenant shall nonetheless remain liable for the payment of all rent and conditions to be performed by Tenant under this Lease and shall reaffirm the same to Landlord in a writing

acceptable to Landlord prior to the transfer. Any purported assignment or sublease that may be contrary to the provisions of this Article shall be null and void and of no force and effect.

ARTICLE XVIII

LANDLORD'S REMEDIES UPON TENANT'S DEFAULT

18.01. Each of the following shall be deemed a default by Tenant and a material breach of this Lease, namely:

(a) a failure on the part of Tenant to pay any installment of rent or to pay any additional rent, which failure persists after the expiration of ten (10) days from the date on which such rent or additional rent becomes due;

(b) a failure on the part of Tenant to observe or perform any of the other terms, covenants or conditions of this Lease on the part of Tenant to be observed and performed, which failure persists after the expiration of thirty (30) days from the date Landlord gives notice to Tenant calling attention to the existence of such failure; provided, however, that if the matter which is the subject of the notice is of such a nature that it cannot reasonably be corrected within thirty (30) days, then no default shall be deemed to have occurred if Tenant, promptly upon the receipt of the notice, commences the curing of the default and diligently prosecutes the same with continuity to completion; but if Tenant does not adhere to such prompt, continuous and diligent prosecution the grace period shall be deemed to expire as of the end of said thirty (30) day period and Landlord may proceed accordingly notwithstanding the intervening payment of rent by Tenant;

(c) if Tenant shall file in any court pursuant to any statute, either of the United States or any State, a case in bankruptcy or insolvency, or for reorganization or arrangement, or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement;

(d) if at any time during the term hereby demised there shall be filed against Tenant in any court pursuant to any statute either of the United States or of any State, a case in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver or trustee of all or a

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portion of Tenant's property, and if within sixty (60) days after the commencement of any such proceeding against Tenant the same shall not have been dismissed.

18.02. In the event of any default by Tenant as hereinabove provided in this Article, Landlord at any time thereafter may, at its option, give Tenant ten (10) days written notice of intention to end the Term of this Lease and thereupon, at the expiration of said ten (10) days, the Term of this Lease shall expire as fully and completely as if that date were the date herein definitely fixed for the expiration of the term and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

18.03. If the notice provided for in Section 18.02 shall have been given and the Term of this Lease shall expire as aforesaid, or if Tenant shall abandon the Premises, or if this Lease shall be taken from Tenant as a result of any execution against Tenant in any proceeding in which the Tenant shall have no appeal or further appeal, then Landlord may without notice re-enter the Premises either by force or otherwise and dispossess Tenant by summary proceedings or otherwise, the Tenant or other occupant or occupants of the Premises will remove their effects and hold the Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

18.04. In case of any default, re-entry, expiration or dispossession by summary proceedings or otherwise; (a) rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses as Landlord may incur for legal expenses and attorneys' fees, including those incident to the recovery of possession, brokerage or putting the Premises in good order, or for preparing them for re-rental; (b) Landlord may relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent without thereby in any way affecting Tenant's liability for the rental payable hereunder for the period of concession or free rent; and (c) Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained any deficiency between the rent hereby reserved and covenanted to be paid and the net amount, if any, of the rents collected by reason of the reletting of the Premises for each month of the period which would otherwise have constituted the balance of the Term of this Lease. In computing such liquidated damages

there shall be added to the said deficiency such expenses as Landlord may incur in connection with the recovery of possession of the Premises and reletting, such as, but not limited to, legal expenses, attorneys' fees, brokerage and expenses for keeping the Premises in good order or for preparing the same for reletting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent days specified in this Lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar action or proceeding. Landlord at Landlord's option, may make such alterations in the Premises as Landlord, in Landlord's sole judgment, considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable, and Tenant's liability shall not be affected or diminished in any way whatsoever, for failure to relet the Premises, or in the event that the Premises are relet, for failure to collect the rent thereof under such reletting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary dispossession proceeding and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, at law or in equity.

18.05. If Landlord shall enter into and repossess the said Premises by reason of the default of Tenant in the performance of any of the terms, covenants or conditions herein contained, then in that event Tenant hereby covenants and agrees that Tenant will not claim the right to redeem or re-enter the said Premises or restore the operation of this Lease, and Tenant hereby waives the right to such redemption and re-entrance under any present or future law, and does hereby further, for any party claiming through or under Tenant, expressly waive its right, if any, to make payment of any sum or sums of rent, or otherwise, of which Tenant shall have been in default under any of the covenants of this Lease, and to claim any subrogation to the rights of Tenant under these presents, or any of the covenants thereof, by reason of such payment.

18.06. Any action taken by Landlord under this Article shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for rent hereby reserved or otherwise, and Tenant shall remain responsible to Landlord for any loss and damage suffered by Landlord by reason of Tenant's default or breach. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

18.07. No receipt of monies by the Landlord from the Tenant after the termination or cancellation of this Lease in any lawful manner shall reinstate, continue or extend the Term of this Lease, or affect any notice therefor given to the Tenant, or operate as a waiver of the right of the Landlord to enforce the payment of fixed or additional rent or rents then due, or thereafter falling due, or operate as a waiver of the right of the Landlord to recover possession of the Premises by proper suit, action, proceeding or remedy; it being agreed that, after the service of notice to terminate or cancel this Lease, or the commencement of suit, action or summary proceedings, or any other remedy, or after a final order or judgment for the possession of the Premises, the Landlord may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, suit, action, order or judgment; and any and all such monies collected shall be deemed to be payment on account of the use and occupation or the Tenant's liability hereunder.

18.08. The failure of the Landlord to insist in any one or more instances upon a strict performance of any of the covenants of this Lease, or to exercise any option herein contained, shall not be construed as a waiver of or relinquishment for the future of the performance of such a covenant, or the right to exercise such option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of Net Rental or additional rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Landlord.

18.09. All the rights and remedies herein given to the Landlord for the recovery of the Premises because of the default by the Tenant in the payment of any sums which may be payable pursuant to the terms of this Lease, or upon the breach of any of the terms thereof, or the right to re-enter and take possession of the Premises upon the happening of any of the defaults or breaches of any of said covenants, or the right to maintain any action for rent or damages and all other rights and remedies allowed by law or in equity, are hereby reserved and conferred upon the Landlord as distinct, separate and cumulative remedies, and no one of them, whether exercised by the Landlord or not, shall be deemed to be in exclusion of any of the others.

ARTICLE XIX

COMMON AREA MAINTENANCE COSTS

19.01. Tenant recognizes that Landlord presently maintains in a neat and orderly appearance the medians and other landscaping located in the right-of-way of the roads within Inverness Center which roads are known as Inverness Center Parkway, Inverness Center Drive, and Inverness Center Place, and within the right-of-way of a public highway fronting Inverness Center known as U.S. Highway 280, and that Landlord presently intends to so maintain any other roads constructed on land owned by Landlord in Inverness Center. Tenant hereby agrees that, during the Term of this Lease, Tenant shall pay annually its pro rata share of all reasonable expenses and costs actually incurred by Landlord or its successors directly in so maintaining said medians, landscaping, and lighting exclusive of any administrative office or overhead expenses of Landlord or its successors.

19.02. Tenant's pro rata share of such maintenance costs and expenses within Inverness Center shall be determined by multiplying the total of such annual costs and expenses for such maintenance by a fraction the numerator of which shall be the number of acres contained in the Land and the denominator of which shall be the total acreage as shown in Schedule "D."

19.03. Tenant's share of such maintenance costs and expenses shall be paid annually by Tenant to Landlord within thirty (30) days after receipt, for each calendar year, by Tenant of a detailed statement from Landlord certified by a duly authorized representative of Landlord reflecting the total of such costs and expenses and computation reflecting Tenant's share of such costs. On or before the 28th day of February of each calendar year during the continuance of such maintenance by Landlord, Landlord shall submit such detailed statement for the immediately preceding calendar year. The first such statement shall be submitted by Landlord on or before February 28, 1987. Payments for any partial calendar years covered by the term of this Agreement shall be prorated according to the portion of the year covered.

19.04. Nothing contained herein shall require or obligate Landlord to maintain said medians, landscaping, or lighting and Tenant recognizes that Landlord, after thirty (30) days' notice to Tenant, may cease providing such maintenance at any time at its sole discretion.

19.05. During the Term of this Lease, Landlord shall maintain, keep, and preserve full, complete, and accurate books and records regarding the maintenance costs and expenses which are the subject of this Article XIX. Such books and records shall include complete information as to the purpose, nature, and amount of any item included in such costs and expenses, and the receipt of any expenditure in connection therewith. Tenant, or its duly authorized agent or representative, shall have the right, at any reasonable time within twelve months of receipt of the statement of maintenance costs and expenses, to inspect such books and records and all related or supporting information.

ARTICLE XX

RENEWAL PRIVILEGES

20.01. Provided, at the respective times hereinafter set forth for the exercise of renewal options, this Lease shall be in full force and effect, the Term of this Lease may, subject to the conditions set forth in Section 20.02 hereof, at the option of Tenant by written notice to Landlord as in this Article XXI provided, be extended for two (2) successive periods of five (5) years each.

Tenant shall have the right to exercise the aforementioned options to renew by written notice to Landlord of Tenant's election to renew not later than one year prior to the commencement date of the particular renewal term. Tenant at its election may exercise, if applicable, its option to renew for more than one successive renewal term at a time provided that notice to such effect is given to Landlord not later than one year prior to the commencement date of the earliest of such renewal terms.

Except as in this Lease otherwise specifically provided, each renewal term shall be upon the same terms, covenants, agreements, provisions, conditions and limitations as in this Lease, including the applicable provisions for the payment of Net Rent included in Article II and the provisions for additional rent. There shall be no privilege to Tenant of renewals of the terms of this Lease beyond the second renewal term. Any termination of this Lease shall terminate any right of renewal hereunder.

20.02. In the event that any default shall have occurred which shall not have been cured or which shall not then be in the process of being cured with due diligence and in good faith,

by Tenant within the time or times permitted by this Lease, the attempted exercise by Tenant as the case may be, of any option to renew this Lease or to extend the initial Term of this Lease shall not become effective, nor shall any such renewal term be created, if any such default shall exist on the purported commencement date of any such renewal term.

ARTICLE XXI

WAIVER OF JURY TRIAL

21.01. Landlord and Tenant hereby each waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of said Premises, or any claim of injury or damage (to the extent such waiver is enforceable by law in such circumstance), and any emergency statutory or any other statutory remedy.

ARTICLE XXII

CONSTRUCTION OF PROVISIONS OF THIS LEASE

22.01. Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant.

22.02. This Lease shall not be affected by any laws, ordinances or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate the rent herein reserved or continuing in occupancy the Tenant or any sub-lessees or assignees of the Tenant's interest in the Premises beyond the dates of termination of their respective leases, or otherwise.

22.03. Title headings are inserted for convenience only, and do not define or limit, and shall not be used to construe, any Article or Section to which they relate.

ARTICLE XXIII

ACCEPTANCE OF PAYMENTS

23.01. The acceptance by Landlord of a check or checks drawn by others than Tenant shall in no wise affect Tenant's

liability hereunder nor shall it be deemed an approval of any assignment of this Lease or any sublease of all or a part of the Premises not consented to by Landlord (wherever such consent is expressly required hereunder) or not complying with any covenant of this Lease.

ARTICLE XXIV

ENTIRE AGREEMENT: MODIFICATIONS

24.01. This Lease contains the entire agreement between the parties, and any agreement hereafter made shall not operate to change, modify or discharge this Lease in whole or in part unless such agreement is in writing and signed by the party sought to be charged therewith.

ARTICLE XXV

ESTOPPEL CERTIFICATES

25.01. Tenant shall, without charge, at any time and from time to time, within ten (10) days after request by Landlord, certify by written instrument, duly executed, acknowledged and delivered, to Landlord or any person, firm or corporation specified by Landlord:

(a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;

(b) whether or not there are then existing any set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof and any modifications thereof upon the part of Tenant to be performed or complied with, and, if so, specifying the same; and

(c) the dates, if any, to which the Net Rental and any Additional Rental and other charges hereunder have been paid.

25.02. Landlord shall, without charge, at any time and from time to time, within ten (10) days after request by Tenant, certify by written instrument, duly executed, acknowledged and delivered, to Tenant or any other person, firm or corporation specified by Tenant:

(a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modifications;

(b) that Landlord knows of no condition or event which constitutes a default under Tenant's obligations under this Lease, or, if Landlord knows of any such condition or event, specifying to the best of Landlord's knowledge the nature thereof; and

(c) the dates, if any, to which the Net Rental and any additional rental and other charges hereunder have been paid.

ARTICLE XXVI

"DEFINITION OF "LANDLORD"

26.01. The term "Landlord" as used in this Lease means only the owner from time to time of the fee interest in the Premises. In the event of any transfer of such fee interest, the Landlord-transferor shall be, and is hereby, entirely freed and relieved of all covenants and obligations of the Landlord hereunder and it shall be deemed and construed without further agreement between the parties or their respective successors in interest or between the parties and the transferee, that the transferee of the Landlord's interest in the Premises has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

ARTICLE XXVII

NOTICES

27.01. To have any validity, notices or other communications specifically referred to in this Lease by either party to the other must be in writing and must be given in the following manner: All notices or other communications to Tenant must be sent by certified or registered mail, return receipt requested, addressed to Tenant at the address herein first given for the Tenant, or such other address as Tenant shall hereafter from time to time designate in writing. All notices or other communications to the Landlord must be sent by certified or registered mail, return receipt requested, addressed to the Landlord with a copy to the Agent, at the addresses herein

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first given for the Landlord and the Agent, or such other address as Landlord or Agent shall hereafter from time to time designate in writing. All notices or other communications properly addressed shall be deemed given or served upon the date of registration or certification by the postal authorities.

ARTICLE XXVIII

QUIET ENJOYMENT

28.01. Tenant, upon paying the rent and performing the other terms, provisions and covenants of this Lease on Tenant's part to be performed shall, and may, at all times during the Term of this Lease peaceably and quietly have, hold and enjoy the said Premises, subject to the terms hereof, free of molestation by the Landlord.

ARTICLE XXIX

SUCCESSORS AND ASSIGNS

29.01. The covenants and agreements contained in this Lease inure to the benefit of and are binding upon the parties hereto, their successors and assigns, but this Article does not modify the provision of Article XVIII hereof.

ARTICLE XXX

BROKERAGE

30.01. Each of Landlord and Tenant represents to the other that the sole broker with which it has dealt with respect to this Lease is Taylor & Mathis V, whose commission shall be paid by Landlord in accordance with the provisions of a separate agreement.

30.02. Agent is a party to this contract solely for the purpose of enforcing its rights under this Article, and it is understood by all parties hereto that the Agent is acting solely in the capacity as Agent for Landlord.

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IN WITNESS WHEREOF, Landlord, Tenant and Agent have here-
unto set their respective hands the day and year first above
written.

LANDLORD: 2154 TRADING CORPORATION

Donna M. Jordan
Witness

By: James F. McEvoy
James F. McEvoy
Vice President

TENANT: FIRST ALABAMA BANK

Donna M. Jordan
Witness

By: H. M. Hutchings, Jr.
Title: H. M. Hutchings, Jr.
Executive Vice President

AGENT: TAYLOR & MATHIS V

Donna M. Jordan
Witness

By: Leo M. Karpes, Jr.
Leo M. Karpes, Jr. as Partner

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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that James F. McEvoy whose name as Vice President of 2154 TRADING CORPORATION, a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16th day of September, 1986.

Dora M. Sandefer
Notary Public

My Commission Expires May 1, 1989



STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that H. M. Hutchings, Jr. whose name as Executive Vice President of FIRST ALABAMA BANK, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

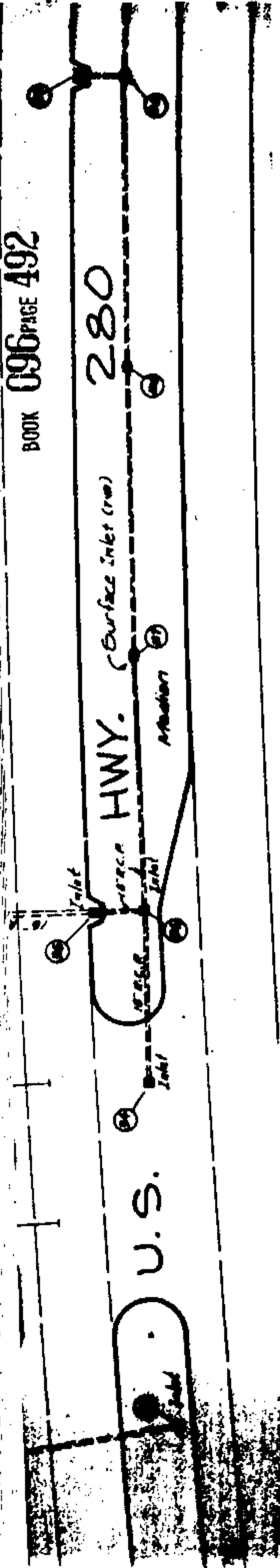
Given under my hand and official seal this 16th day of September, 1986.

Dora M. Sandefer
Notary Public

My Commission Expires May 1, 1989



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INVERNESS CENTER
 SITE 23
 LEGAL DESCRIPTION

Part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at the Southeast corner of the Southwest One-Quarter of Section 36, Township 18 South, Range 2 West, and run North along the East line of same 2,513.59 feet to a point on the Southwesterly Right-of-Way of U.S. Highway No. 280, thence left 60°54'50" and run Northwesterly along said Right-of-Way 49.82 feet to the point of curve of a curve to the right, having a radius of 2,915.42 feet and a central angle of 14°58', thence continue Northwesterly along said Right-of-Way and arc of curve 98.60 feet to a point on curve, being the point of beginning of herein described tract, thence continue Northwesterly along Right-of-Way and arc of said curve 250.0 feet to a point on curve, thence left 90° from the tangent of said point on curve and run Southwesterly and radial to said curve 232.37 feet, thence left 81°31'22" and run Southeasterly 259.05 feet to a point on a curve on the Northwesterly Right-of-Way of Inverness Center Drive, said curve having a radius of 397.02 feet and a central angle of 21°02', thence left 90° to the tangent of said point on curve and run Northeasterly along Right-of-Way and arc of curve 79.0 feet to the point of tangent, thence continue Northeasterly along Right-of-Way 202.76 feet to the point of beginning. Contains 1.50098 acres.

WHITSON & ASSOC. INC.
 1607 DECATUR HWY.
 GARDENDALE, ALA. 36071
 APRIL 30, 1986

* REVISED SEPT. 12, 1986
 TO SHOW DESIGNATED
 LOCATION FOR DRIVE.

SCHEDULE B

Subject to:

1. Taxes for the year 1986 and subsequent years.
2. Public utility easements of record.
3. Mineral and mining rights of parties other than Landlord.

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SCHEDULE C

"Net Rent"

From September 1, 1986 through February 28, 1987, a monthly Net Rental of One thousand and No/100 Dollars (\$1,000.00) payable in advance on the first day of each month.

From March 1, 1987 through August 31, 1987, a monthly Net Rental of Four Thousand Three Hundred Seventy-Seven and 86/100 Dollars (4,377.86) payable in advance on the first day of each month.

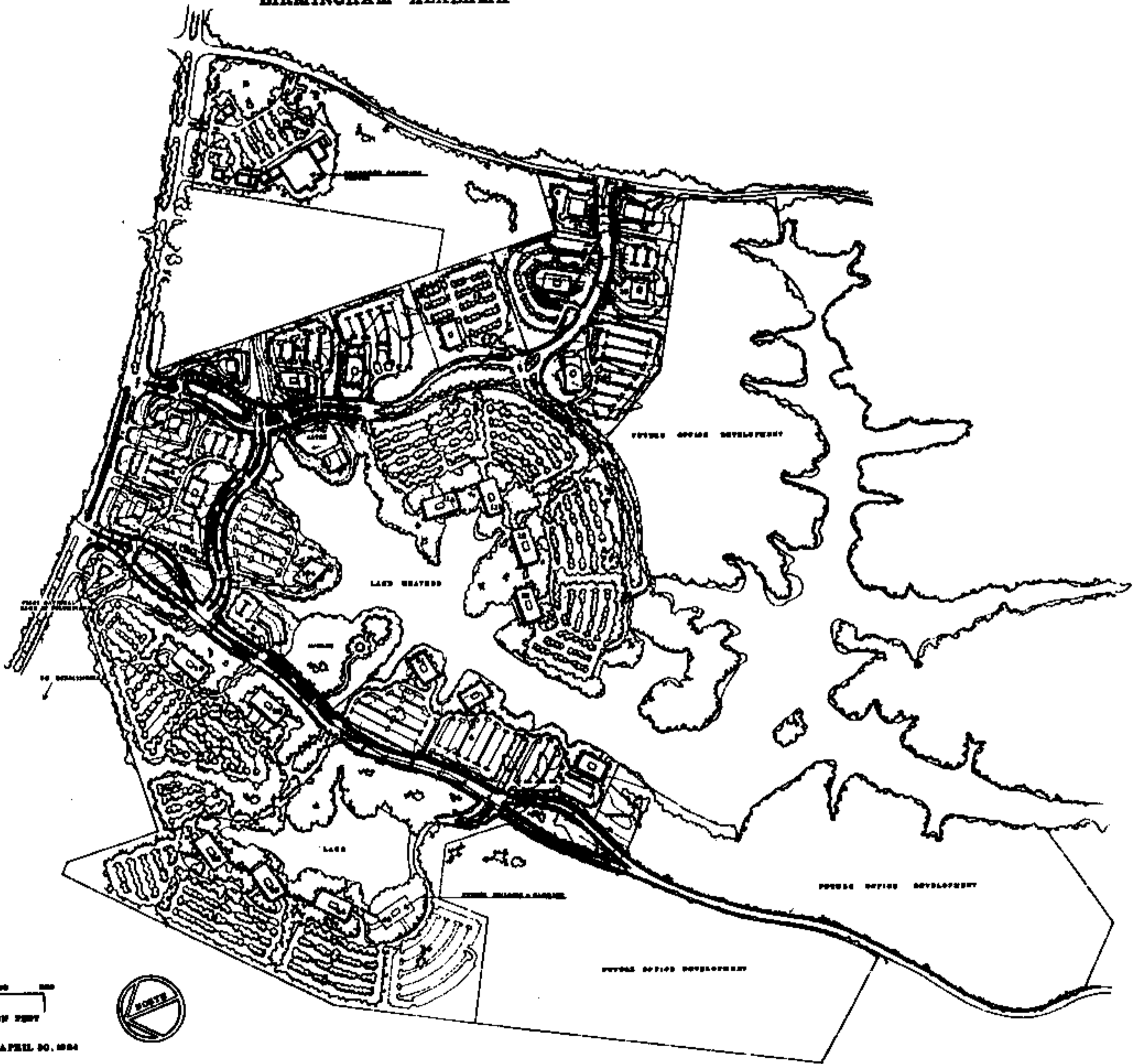
Commencing on September 1, 1987, an annual Net Rental of Fifty-Four Thousand One Hundred Ten and 40/100 Dollars (\$54,110.40).

On September 1, 1988, and on each subsequent September 1, the annual Net Rent shall be increased to an amount equal to one hundred three percent (103%) of the annual Net Rent in effect on the preceeding August 31.

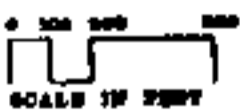
SCHEDULE D

**PRELIMINARY MASTER PLAN
INVERNESS CENTER**

BIRMINGHAM ALABAMA



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DATE: APRIL 20, 1984

A METROPOLITAN LIFE INSURANCE INVESTMENT
managed and developed by TAYLOR & MATHIS

plan by HERCH, HOOPER & FINCKER

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

1986 OCT 21 AM 9:12

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$ 741.50
2. Mtg. Tax	_____
3. Recording Fee	122.50
4. Indexing Fee	1.00
TOTAL	865.00