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STATE OF ALABAMA  
COUNTY OF SHELBY

979, 116<sup>31</sup>

373

LEASE

THIS LEASE dated October 7, 1985, by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York Corporation, (hereinafter referred to as "Landlord"), AMSOUTH BANK N.A. (hereinafter referred to as "Tenant") and TAYLOR & MATHIS V, (hereinafter referred to as "Agent");

WITNESSETH THAT:

For and in consideration of the covenants, agreements, and promises contained herein the parties agree as follows:

ARTICLE I

PREMISES AND TERM

1.1 Landlord does hereby lease to Tenant all that tract or parcel of land, with the buildings and improvements now or hereafter erected thereon, lying and being Parcel A, Inverness Plaza in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof, together with all and singular the appurtenances, rights, and privileges belonging or appertaining thereto (all of such lands and premises with the buildings and improvements now or hereafter erected thereon being hereinafter collectively called the "Demised Premises") together with a non-exclusive easement and right of way in and over driveways, footways and service roads in the Inverness Plaza Shopping Center as depicted on the sketch attached hereto, by reference incorporated herein and made a part hereof and identified as Exhibit B (hereinafter called the "Inverness Plaza") for a term commencing on the 1st day of November, 1985, and expiring at midnight on the 31st day of October, 1995, ("Demised Term") unless this Lease is extended or sooner terminated as hereinafter provided.

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AMSOUTH Bank N.A.  
P.O. Box 11007  
B'ham, AL 35288

ARTICLE II  
COVENANTS OF QUIET ENJOYMENT AND  
LANDLORD'S RIGHT TO CONVEY

2.1 Landlord covenants and agrees that Tenant, on paying the rents and observing and keeping the covenants, agreements and stipulations of this Lease on its part to be kept, shall lawfully, peacefully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease or any extensions hereunder without hindrance, ejection or molestation, free from all lawful claims of all persons claiming under Landlord, except as herein provided.

2.2 Landlord and all parties subsequently acquiring Landlord's reversionary interest in Demised Premises shall, while owning such reversion, take the reversion subject to and be bound by all of the terms of this instrument.

ARTICLE III  
RENT

3.1 Tenant covenants and agrees to pay to Landlord each month during the Demised Term rent as follows:

(a) From November 1, 1985 through July 31, 1986, a monthly rental of One Thousand Dollars (\$1,000.00) payable in advance on the first day of each month.

(b) From August 1, 1986 through October 31, 1990, an annual rental of Forty-Three Thousand Four Hundred and 04/100 Dollars (\$43,400.04), payable in equal monthly installments of Three Thousand Six Hundred Sixteen and 67/100 Dollars (\$3,616.67) in advance on the first day of each month, hereinafter called the "Minimum Rental".

(c) Commencing on November 1, 1990, the annual Minimum Rental which Tenant shall pay during the remainder of the Demised Term and any Extension Terms shall be Fifty Thousand Three Hundred Twelve and 50/100 Dollars (\$50,312.50) plus any amount as determined in accordance with the

provisions of subdivision (d) of this Article and shall be payable in equal monthly installments in advance on the first day of each month.

(d) On November 1, 1991 and on each subsequent November 1 the annual "Minimum Rental" referenced in subdivision (c) of this Article shall be increased at a compounded rate of 3%.

#### ARTICLE IV

##### OPTION TO EXTEND

4.1 Tenant is hereby given the right to extend the term of this Lease for four (4) extension periods (herein called "Extension Terms") of five (5) years each on the same terms and conditions contained herein except that there shall be no right to extend the term of this Lease beyond the fourth Extension Term. Such right may be exercised by Tenant by giving the Landlord written notice of Tenant's intention to do so at least one hundred eighty (180) days prior to the scheduled expiration of the Demised Term or any Extension Term.

#### ARTICLE V

##### REAL ESTATE TAXES AND ASSESSMENTS

5.1 Tenant shall pay or cause to be paid, as additional rent hereunder, on or before the last day on which they may be paid without penalty or interest, all real estate taxes and assessments and all governmental charges of any nature levied or assessed upon Demised Premises, or any part thereof, during the Demised Term and any Extension Terms; provided that, if any such tax, assessment or governmental charge may be paid in installments, Tenant may pay or cause to be paid each such installment on or before the last day upon which it may be paid without penalty or interest. Tenant shall exhibit to Landlord for examination, receipts for all such taxes and assessments. Notwithstanding the foregoing, any special assessments on account of any street or other public improvement resulting in benefits to Demised Premises

having a useful life beyond the remaining term of this Lease, shall be prorated such that the Tenant will pay that portion of any such special assessment which is represented by the fraction derived by dividing the unexpired term of the Lease (including any extensions that are exercised) by the expected useful economic life of such improvements and the remainder of said special assessments shall be paid by the Landlord. Taxes for any partial year at the beginning and end of this Lease shall be payable on a pro rata basis. Landlord covenants that it will have the Demised Premises separately assessed and not assessed as part of any larger parcel. In the event the Demised Premises is not separately assessed but is assessed as part of a larger parcel, the Tenant shall have no obligation to pay any real estate taxes, assessments or governmental charges of any nature hereunder unless the failure to have the Demised Premises separately assessed is not the result of failure by the Landlord to use diligent effort to have the Demises Premises separately assessed.

5.2 Tenant may contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax, assessment, or charge, Tenant may withhold or defer payment or pay under protest but shall protect Landlord and the Demised Premises from any lien or penalty by adequate surety bond or other appropriate security. Any contest, whether before or after payment, may be made in the name of Landlord or Tenant, or both, as Tenant shall determine, but if the name of Landlord is used therein, Landlord shall be notified thereof at least fifteen (15) days prior to commencement of the proceeding. Tenant shall be entitled to any refund of any such tax or assessment and penalties or interest thereon which have been paid by Tenant. Landlord agrees to cooperate with Tenant in the event of any contest provided Tenant pays all costs incurred by Landlord in connection with the contest.

Tenant shall pay any and all costs and charges incurred by reason of such

contest, including but not limited to attorneys' fees, penalties, interest and court costs.

5.3 Nothing contained in Section 5.1 hereof shall be construed to require Tenant to pay any estate, inheritance, succession, legacy, gift, capital gains, capital levy or transfer tax of Landlord growing out of or connected with this Lease or Landlord's rights in Demised Premises, or any income, use, excise, excess profits or revenue tax payable by Landlord, all of which shall be paid by Landlord and if the same shall become a lien upon the Demised Premises or any part thereof, which is superior to rights of Tenant hereunder, or if Tenant shall be required by law to pay any such tax, assessment, charge, or levy, or interest or penalty thereon, Tenant may pay the same and may deduct such amounts from future rent payments.

#### ARTICLE VI

##### UTILITIES

6.1 Tenant is to be responsible for and shall pay all utility bills, including but not limited to bills for water, electricity, sewer, and telephone.

6.2 Landlord will provide to and have available to Tenant at the property line of Demised Premises all lines or pipes for standard utilities and services including water, electricity, sewer and telephone, but excluding gas.

#### ARTICLE VII

##### USE AND COMPLIANCE WITH LAWS

7.1 The Demised Premises may be used and occupied only for the conduct of any aspect of the business of banking or any other related business or activities relating to the conduct of any aspect of the business of any financial service institution. Should any law, regulation or other governmental order restrict or limit Tenant's use of the Demised Premises, then Tenant may cancel this Lease upon written notice to Landlord within

ninety (90) days following that date upon which Tenant shall have become aware of such law, regulation or order and thereupon Tenant shall have no further obligation to Landlord under this Lease.

7.2 Tenant covenants that it will, at its sole cost and expense, proceed and prosecute with due diligence any applications for any necessary permits from the appropriate state and federal bank regulatory authorities for the operation of a branch banking facility with a drive-through teller facility and automatic teller machines on Demised Premises. In the event any such necessary permits are not obtained, Tenant shall have the right to terminate this Lease by giving written notice of its election to terminate to Landlord.

7.3 Tenant in the use, occupation and control of the Demised Premises and in the prosecution of conduct of any business therein shall, at Tenant's own cost and expense comply with all requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities, and with any direction or certificates of occupancy, pursuant to law, of any public officer or officers, which shall impose any duty upon Landlord or Tenant with respect to the Demised Premises or the use, occupation or control thereof or the conduct of any business therein.

7.4 Tenant shall have the right, at its own cost and expense and in the name of Landlord or Tenant or both, to contest or review by legal proceedings the validity or legality of any such law, order, ordinance, rule, regulation, direction or certificate of occupancy, and during such contest Tenant may refrain from complying therewith, provided that Tenant shall indemnify and hold Landlord harmless from the consequences of violation of any such law, order, ordinance, rule or regulation.

7.5 Tenant shall not cause or maintain any nuisance in, at or on the Demised Premises.

#### ARTICLE VIII

##### INDEMNIFICATION OF LANDLORD AGAINST LIABILITY

8.1 Tenant shall indemnify and save harmless Landlord from and against any

and all liability, penalties, damages, expenses and judgments by reason of any injury or claim of injury to persons or property, arising out of the use, occupation and control of the Demised Premises by Tenant but the foregoing provision shall not be construed to make the Tenant responsible for any act, omission or negligence of Landlord or any officer, agent, employee, contractor, invitee or visitor of Landlord in or about the Demised Premises. Tenant is hereby subrogated to any rights of Landlord against any other parties in connection with any such injury or damage. Landlord shall promptly notify Tenant of any claim asserted against Landlord on account of any such injury or damage and Tenant shall have the right to defend any suit to assert or enforce such a claim with attorneys of Tenant's selection.

## ARTICLE IX

### ASSIGNMENT AND SUBLETTING

9.1 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 Demised 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 Demised 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 Plaza and the Inverness Center Office Park, which is owned by 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 X  
CONDEMNATION

10.1 If, during the Demised Term or any Extension Term, the Demised Premises or a part thereof be condemned or taken by or voluntarily transferred in lieu of proceeding to a judgment of condemnation to the United States, State of Alabama, or any subdivision or municipality thereof, or any corporation, public or private, or any other body having power of eminent domain, then:

(a) If all of the Demised Premises are taken, this Lease shall be terminated as of the date of the taking and rental shall be apportioned as of such date. If less than all of the Demised Premises are taken but the property taken includes any portion of the New Building (as hereinafter defined) or any building constructed in substitution therefor or any portion of the parking therefor, Tenant may, at any time within thirty (30) days following the taking, give written notice to Landlord that Tenant elects to terminate this Lease, in which event this Lease shall be terminated as of the date of the taking and rental shall be apportioned as of such date. Otherwise, this lease shall not be terminated as a result of the taking.

(b) The award in connection with such taking shall be divided between Landlord and Tenant as follows:

(i) If the property taken does not include any portion of the New Building or any building constructed in substitution therefor or any portion of the parking therefor, Landlord shall receive the entire award.



(ii) If (1) all of the Demised Premises are taken, or (2) the property taken includes any portion of the New Building or any building constructed in substitution therefor or any portion of the parking therefor and Tenant elects to terminate this Lease pursuant to paragraph (a) of this Section 10.1, then the award shall be divided between Tenant and Landlord in the same proportion as the value of Tenant's leasehold estate bears to the value of Landlord's interest in this Lease and the reversionary estate at the time of the taking, which values shall be determined either by agreement between Landlord and Tenant or, if they have not reached agreement within thirty (30) days following the taking, 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 by Landlord and Tenant in the same proportion as the award is divided.

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(iii) If the property taken includes any portion of the New Building or any building constructed in substitution therefor or any portion of the parking therefor and Tenant does not elect to terminate this Lease pursuant to paragraph (a) of this Section 10.1, then (1) Landlord shall receive from the award an amount equal to the value of the land taken (such value to be established as if the land were unimproved and not encumbered by the Lease) which value shall be determined by agreement between Landlord and Tenant, or if they have not reached agreement within thirty (30) days following the taking, by an appraiser appointed in the manner described in subparagraph (ii) above, and (2) Tenant shall receive the balance of the award.

(c) If the property taken includes any portion of the New Building or any building constructed in substitution therefor or any parking therefor and Tenant does not elect to terminate this Lease pursuant to paragraph (a) of this Section 10.1, Tenant shall repair or rebuild such improvements as near as possible to their condition prior to the taking to the extent that the same may be accomplished out of the amount of the award received by Tenant.

(d) If this Lease is not terminated as a result of the taking, the Minimum Rental shall be reduced in the proportion that the number of square feet of land taken bears to the number of square feet of land in the Demised Premises immediately prior to the taking.

ARTICLE XI

DAMAGE OR DESTRUCTION OF PREMISES-INSURANCE-INDEMNITY

11.1 If the New Building or any building constructed in substitution therefor shall be damaged or destroyed from any cause, whether protection shall have been obtained against such damage or destruction by insurance or not, Tenant covenants that the Minimum Rental shall not abate and that the Tenant will at Tenant's own cost and expense within one hundred eighty (180) days from the date of such damage or destruction commence the work of repair, reconstruction, or replacement and prosecute the same with all reasonable dispatch, and in any event so that within two years from the date of such damage or destruction, such building will have been repaired or reconstructed or replaced by another building substantially constructed and repaired in accordance with the original plans and specifications submitted to and approved by Landlord for the New Building or such other building upon plans and specifications submitted to and approved by Landlord prior to the commencement of construction of the other building; and Tenant shall pay or cause to be paid all expenses in connection therewith so that such building shall be free and clear from all liens and claims for labor, materials, fees or other expenses; provided, however, that if the construction of said building shall be prevented or delayed by reason of war, civil commotion, acts of God, strikes, governmental restrictions or regulations or interferences, fire or other casualty, or other reasons beyond the control of Tenant whether similar to any of those enumerated or not, the time for beginning or completing the construction of said building shall automatically be extended for the period of each such delay.

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11.2 At all times during the Demised Term and any Extension Term, including the period of construction or reconstruction of any improvements on the Demised Premises, Tenant will have all buildings and improvements on the Demised Premises insured against any loss or damage by fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, aircraft, smoke, and land vehicles, with responsible insurance companies, legally authorized to transact business in the State of Alabama, said insurance, to the extent reasonably procurable, to be in the amount of at least eighty percent (80%) of the full replacement value of said buildings and improvements exclusive of foundations.

11.3 The insurance policies required under the provisions of Section 11.2 hereinabove shall insure Landlord as its interest may appear.

11.4 Tenant agrees to be responsible for, to indemnify the Landlord against, and to hold the Landlord harmless from any and all liabilities, damages, claims or demands arising out of any accident or occurrence causing injury to any person whomsoever or damage to any property whatsoever, in any way, connected with the demolition of any structures on the Demised Premises or any land excavation or other grading on the Demised Premises or the construction of any building or improvement on the Demised Premises, or the condition of the Demised Premises or any part thereof or the use of the Demised Premises or any part thereof by the Tenant or by any other person or persons. Tenant shall defend Landlord against any such liability, damage, claim or demand and reimburse Landlord for any costs incurred by Landlord in connection therewith, including reasonable attorneys' fees.

11.5 Tenant agrees, at all times during the Demised Term and any Extension Term, at Tenant's own cost and expense, to obtain and maintain Comprehensive General Liability Insurance with responsible insurance companies legally authorized to transact business in the State of Alabama. Such insurance is to include Protective Liability coverage on operations of independent contractors engaged in construction, Blanket Contractual Liability (specifically covering the indemnification provisions in Article VIII, Section 8.01 and Article XI, Section 11.4) against claims for "personal injury" liability including, without limitation, bodily injury, death or property damage

liability with a limit of not less than \$5,000,000 in the event of "personal injury" to any number of persons, or damage to property.

11.6 Tenant agrees, at Tenant's own cost and expense to maintain or have maintained, at all times when demolition, excavation or construction is in progress on the Demised Premises, Workers' Compensation Insurance including Employer's Liability and construction liability insurance with insurance companies, authorized to transact business in the State of Alabama with limits of not less than \$5,000,000 covering bodily injury, death and property damage liability protecting Landlord and Tenant against any and all liability to any person or property in any way arising out of such demolition, excavation or construction.

11.7 Insurance policies including all insurance required to be carried by Tenant in accordance with this Lease, or, at the option of Tenant certificates showing that such insurance is in force and may not be cancelled or modified without at least ten (10) days' prior written notice to Landlord, shall be delivered to Landlord. The naming of the Landlord in a blanket general policy of the Tenant provided the same complies with the requirements of this Lease, shall be deemed compliance with such requirements, and in such case the Tenant shall deliver to the Landlord a certificate of the insurance company issuing such policy and containing a statement to the effect that such coverage may not be cancelled or modified without at least ten (10) days' prior written notice to the Landlord.

11.8 Notwithstanding any provision herein to the contrary, in the event all or a substantial portion of the improvements located on the Demised Premises are damaged by fire or other casualty during the last five years of the Demised Term or during any Extension Term, Tenant shall have no obligation to repair or rebuild said improvements, provided Tenant pays to Landlord 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 Demised Premises had been insured under a policy providing all risks property insurance for the full replacement cost of such improvements without deduction for depreciation. If Landlord and Tenant do not agree

within thirty (30) days following delivery of the notice described in the last sentence of this Section 11.8 on the amount of the insurance proceeds which would have been so payable, such amount shall be determined by an independent insurance adjustor selected by Landlord and approved by Tenant, which approval shall not be unreasonably withheld or delayed, whose fee shall be paid by Tenant. In the event Tenant elects not to repair or rebuild the improvements as set forth in this Section 11.8, Tenant shall give Landlord written notice of such election within thirty (30) days of the date of such casualty, the rental hereunder shall be apportioned as of the date of such casualty and this Lease shall immediately terminate.

11.9 If, at any time and from time to time, Tenant furnishes to Landlord a copy either of the latest Form 10-K 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 and 00/100 Dollars (\$250,000,000.00), 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 11.2, 11.5 and 11.6, provided that Landlord's interest is covered by Tenant's self insurance.

## ARTICLE XII

### NEW BUILDING

12.1 Tenant covenants and agrees to erect and complete a building (herein called "New Building") upon the land which is a part of Demised Premises. Prior to commencement of construction of New Building, Tenant shall submit to Landlord for Landlord's approval the plans and specifications for New Building, signs (including signs required by law for a bank), parking areas, driveways and landscaping. Tenant shall not commence construction unless and until Landlord shall have approved all plans and specifications submitted, and the New Building and improvements shall be built in accordance with said plans and specifications submitted.

In the event Landlord has not expressly approved or disapproved of Tenant's plans and specifications thirty (30) days after the same have been received by Landlord, Landlord's approval shall be conclusively presumed, and Tenant may proceed with construction. In the event Landlord disapproves of Tenant's plans and specifications Tenant shall have the right to terminate this Lease by giving written notice of its election to terminate to Landlord.

#### ARTICLE XIII

##### MAINTENANCE AND REPAIRS

13.1 Tenant shall keep or cause to be kept all subsequently erected buildings, landscaping, structures and improvements comprising Demised Premises in good and substantial order and repair and shall make or cause to be made all structural, exterior and interior repairs, renewals and replacements necessary to that end, at the sole cost and expense of Tenant.

#### ARTICLE XIV

##### IMPROVEMENTS, ALTERATIONS AND CHANGES

14.1 After completion of the New Building, Tenant shall have the right subject to Landlord's approval at any time and from time to time to make or cause to be made such exterior alterations, changes and new construction, structural or otherwise, to the buildings, structures, improvements, building fixtures and equipment of whatsoever kind comprising Demised Premises as Tenant shall deem necessary or desirable to suit Tenant's convenience or the requirements of its business, including, but without limiting the foregoing, the right to demolish any building or part thereof provided Tenant erects in substitution thereof another building of substantially the same value and subject to same plan approval as called for in Article XII. All such work undertaken by Tenant shall be designed and completed in a first-class workmanlike manner and the resulting building shall be structurally sound.

Any such work done shall be done by Tenant with no costs or liability of any nature to Landlord.

ARTICLE XV  
MECHANIC'S LIENS

15.1 If a mechanic's lien shall be filed against the Demised Premises for, or purporting to be for, labor or material alleged to have been furnished or to be furnished to or for Tenant at the Demised Premises, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise.

ARTICLE XVI  
EVENTS OF DEFAULT

16.1 If the Tenant shall default in the payment of rent, and if such default shall continue for a period of fifteen (15) days after receipt by Tenant of written notice of non-payment of rent; or in the event that Tenant shall default or fail in the performance of any other covenant or agreement on its part to be performed in this Lease, and such default other than nonpayment of rent shall not have been cured for a period of thirty (30) days after receipt by Tenant of written notice of such default from Landlord, or if such default cannot, with due diligence, be cured within thirty (30) days, and Tenant shall not have commenced the remedying thereof within such period, then, and in such case, Landlord may terminate this Lease, and enter upon the Demised Premises or any part thereof and expel the Tenant.

ARTICLE XVII  
SURRENDER OF PREMISES

17.1 Upon the expiration or termination of this Lease for any reason whatsoever, provided Tenant is not in default, Tenant shall have the right to remove any and all trade fixtures which include but are not limited to the vault door, safe deposit boxes, ATM, lockers, vat system, security system which include cameras, alarm, closed circuit T.V. and the undercovers

in drive-ins provided that any damage to the improvements caused by the removal of said trade fixtures shall be repaired by Tenant.

ARTICLE XVIII

CONCERNING MORTGAGE OF THE LEASEHOLD

18.1 Tenant shall have the right at any time and from time to time to encumber its leasehold estate any and all improvements by Mortgage or other instrument in the nature thereof as security for a loan or loans or other obligations of Tenant, provided that:

(i) The instrument and all rights acquired under it shall be subject to each and all of the covenants, conditions, and restrictions stated in this Lease and to all rights and interest of Landlord except as otherwise provided in this Lease.

(ii) Tenant shall give Landlord prior notice of any such instrument, and shall accompany the notice with a true copy of the instrument.

18.2 To the extent that Tenant may grant the right to any such grantee, mortgagee, or trustee, such grantee, mortgagee or trustee may, at its option, at any time before this Lease shall have been terminated, pay any amount or do any act or thing required of the Tenant by the terms of this Lease; and all payments so made and all acts or things so done and performed by any such grantee, mortgagee, or trustee, shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by the Tenant instead of any such grantee, mortgagee or trustee.

18.3 If, at any time after the execution and recording in the office of the Clerk of the Probate Court of Shelby County, Alabama, of any such mortgage or other instrument in the nature thereof encumbering Tenant's leasehold estate or any or all of the Tenant's improvements on the Demised Premises or both, the grantee, mortgagee, or trustee therein shall notify the Landlord in writing that any such mortgage or other instrument in the nature thereof has been given and executed by the Tenant and shall at the same time furnish the Landlord with the address to which such grantee, mortgagee, or trustee desires copies of notice to be



mailed, Landlord hereby agrees that it will use its best efforts to mail to such person at the address so given, duplicate copies of any and all suits filed by Landlord against Tenant and duplicate copies of any and all notices in writing which the Landlord may, from time to time give or serve upon the Tenant under the terms of this Lease.

#### ARTICLE XIX

##### ARBITRATION

(Intentionally Omitted)

#### ARTICLE XX

##### CUMULATIVE REMEDIES -- WAIVER

20.1 The specified remedies to which Landlord and Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord and Tenant may be lawfully entitled in case of any breach by a party of any provisions of this Lease.

20.2 The failure of Landlord or Tenant to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements of this Lease shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision or agreement.

#### ARTICLE XXI

##### COMMON AREA MAINTENANCE COSTS

21.1 Tenant agrees to pay Landlord an amount in addition to any rental required under this Lease, equal to the product obtained by multiplying Common Area Maintenance Costs for each calendar year by a fraction which has a numerator of 1.24 and a denominator of 15.41, which amount shall be due upon receipt of billing from Landlord at the end of each calendar

year. Landlord agrees to provide Tenant with a statement showing in reasonable detail the information relevant or necessary to the exact calculation and determination of Landlord's Common Area Maintenance Costs.

21.2 As used in this Lease, the term Common Area Maintenance Costs shall refer to those costs incidental to common area grounds maintenance, common area landscaping, entrance signage, maintenance of private drives or roads, and guard service at the Inverness Plaza. Tenant recognizes that Landlord intends to maintain Inverness Plaza in a manner consistent with the maintenance of Inverness Center.

21.3 Nothing contained in this Lease shall obligate Landlord to maintain the common areas and Landlord may cease providing common area maintenance at any time.

21.4 Any charges for Common Area Maintenance Costs for a partial calendar year at the beginning and the end of the term of this Lease shall be pro-rated.

ARTICLE XXII

COVENANTS TO BIND AND BENEFIT RESPECTIVE PARTIES

22.1 The terms, covenants, conditions, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its successors, and assigns, and Tenant, its successors and assigns.

ARTICLE XXIII

CAPTIONS AND HEADINGS

23.1 The captions and headings throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE XXIV  
MORTGAGE OF THE REVERSIONARY ESTATE

24.1 Landlord shall have the right to encumber by mortgage or other instrument in the nature thereof as security for any debt, all of Landlord's right, title and interest hereunder as well as Landlord's right, title and interest in the reversionary estate in the Demised Premises. In the event Landlord encumbers any right, title and interest hereunder or in the reversionary estate, said encumbrance shall be subordinate and inferior to Tenant's rights, title, privileges and interest as provided in this Lease; and Landlord shall, in no event, have the right to, in any way, encumber Tenant's interest in and to the Demised Premises.

24.2 If, at any time after the execution and recording in the office of the Clerk of the Probate Court of Shelby County, Alabama, of any such mortgage or other instrument in the nature thereof encumbering Landlord's right, title and interest hereunder (or Landlord's reversionary estate in the Demised Premises, or both), the grantee, mortgagee, or trustee therein shall notify the Tenant in writing that any such mortgage or other instrument in the nature thereof has been given and executed by the Landlord and shall at the same time furnish the Tenant with the address to which such grantee, mortgagee, or trustee desires copies of notice to be mailed, Tenant hereby agrees that it will mail to such person at the address so given, duplicate copies of any and all suits filed by Tenant against Landlord and duplicate copies of any and all notices in writing which the Tenant may, from time to time give or serve upon the Landlord under the terms of this Lease.

24.3 In the event Landlord encumbers its interest as set forth in this Article, then any such grantee, mortgagee or trustee may, at its option, do any act required to be done by Landlord by the terms of this Lease, and all acts or things so done and performed by any such grantee, mortgagee or trustee shall be as effective as if done by Landlord hereunder.

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ARTICLE XXV

NOTICES

25.1 Any notice provided for herein shall be deemed to have been served sufficiently if the same shall be in writing and sent via certified mail, return receipt requested, and addressed as follows:

As to Tenant:           AmSouth Bank N.A.  
                              P. O. Box 11007  
                              Birmingham, Alabama 35288  
                              Attention: Properties Department

As to Landlord:       Metropolitan Life Insurance Company  
                              c/o Taylor & Mathis of Alabama, Inc.  
                              P. O. Box 43248  
                              Birmingham, Alabama 35243  
                              Attention: Vice President

However, either party may designate a different address by giving the other party notice of the change as set forth herein.

ARTICLE XXVI

MISCELLANEOUS

26.1 Time is of the essence of this Agreement.

ARTICLE XXVII

AMENDMENTS

27.1 This Lease constitutes the entire contract and contains all agreements, terms and conditions with respect to the Lease of the Demised Premises; and no other agreement, oral or written, exists between Landlord and Tenant with respect to the Demised Premises. This Lease may be modified, amended or surrendered only by an instrument in writing duly executed by Landlord and Tenant.

ARTICLE XXVIII  
AGENT'S COMMISSION

28.1 Landlord agrees to pay to TAYLOR & MATHIS V, Agent, as compensation for services rendered in procuring this Lease, the first month's Minimum Rental (\$3,316.67), and in addition thereto five percent (5%) of all rentals thereafter paid by Tenant hereunder. Agent's right to compensation shall cease upon a termination of this Lease for any reason. TAYLOR & MATHIS V is a party to this contract solely for the purpose of enforcing its rights under this paragraph, and it is understood by all parties hereto that the Agent is acting solely in the capacity as Agent for Landlord.

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

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BOOK

LANDLORD: METROPOLITAN LIFE INSURANCE  
 COMPANY

By: James F. McEvoy  
 James F. McEvoy as  
 Associate General Counsel

F M Salmon  
 Witness

TENANT: AMSOUTH BANK N.A.

By: D. A. Ferguson  
 D. A. Ferguson Title VICE PRESIDENT

F M Salmon  
 Witness

AGENT: TAYLOR & MATHIS V

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

F M Salmon  
 Witness

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that D. A. FERGUSON whose name as VICE PRESIDENT of AmSouth Bank N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 7<sup>th</sup> day of October, 1985.

Sandra L. Davis  
Notary Public

My commission expires:

4/29/89

BOOK 98 PAGE 901

STATE OF ALABAMA )

SHELBY COUNTY )

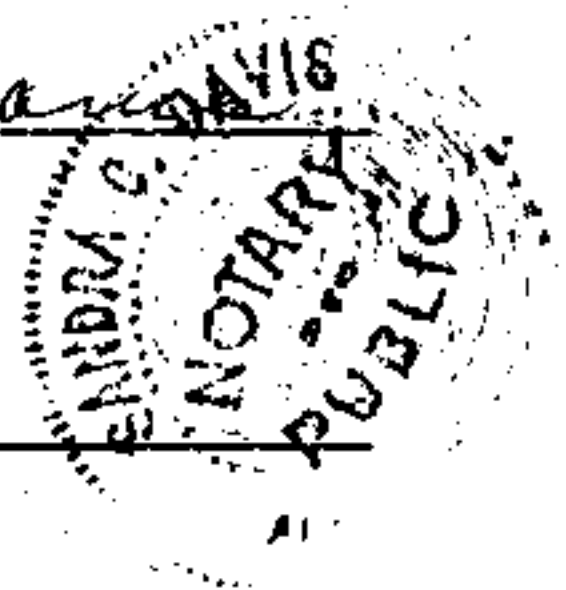
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James F. McEvoy whose name as Associate General Counsel of Metropolitan Life Insurance Company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer, with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 7<sup>th</sup> day of October, 1985.

Sandra L. Davis  
Notary Public

My commission expires:

4-29-89



STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Leo M. Karpeles, Jr. whose name as Partner of Taylor & Mathis V is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such partner, with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 7<sup>th</sup> day of October, 1985.

Sandra L. Davis  
Notary Public

My commission expires:

4-29-89

BOOK 98 PAGE 902

979.50  
5750  
103000  
2007

LEGAL DESCRIPTION - SITE "A":

Part of the Southeast Quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: COMMENCE at the Southwest corner of said Southeast Quarter, Section 36, Township 18 South, Range 2 West, and run North along the West line of same, 770.80 feet; thence right  $119^{\circ}08'28''$  and run Southeasterly 257.26 feet; thence left  $90^{\circ}00'$  and run Northeasterly 1,496.00 feet to a point on the Southwesterly right-of-way of U.S. Highway #280; thence right  $89^{\circ}57'31''$  and run Southeasterly along said right-of-way 59.50 feet to the point of beginning of herein described Site "A"; thence continue along last described course 286.0 feet; thence right  $90^{\circ}00'$  and run Southwesterly 91.52 feet to the point of curve of a curve to the right, having a radius of 49.50 feet, and a central angle of  $50^{\circ}00'$ ; thence run Southwesterly and along arc of said curve 43.20 feet to the point of tangent; thence continue Southwesterly along tangent 80.03 feet to the point of curve of a curve to the right, having a radius of 124.50 feet, and a central angle of  $40^{\circ}00'$ ; thence run Westerly along the arc of said curve 86.92 feet to the point of tangent; thence run Northwesterly along said tangent 87.62 feet to the point of curve of a curve to the right, having a radius of 39.50 feet, and a central angle of  $90^{\circ}02'29''$ ; thence run Northwesterly along arc of said curve 62.07 feet to the point of tangent; thence run Northeasterly along tangent 170.47 feet to the point of beginning. Contains 1.240 acres.

According to my survey this the 5th day of September, 1984.

BETHEL W. WHITSON COMPANY, INC.  
4120 Third Avenue South  
Birmingham, Al. 35222

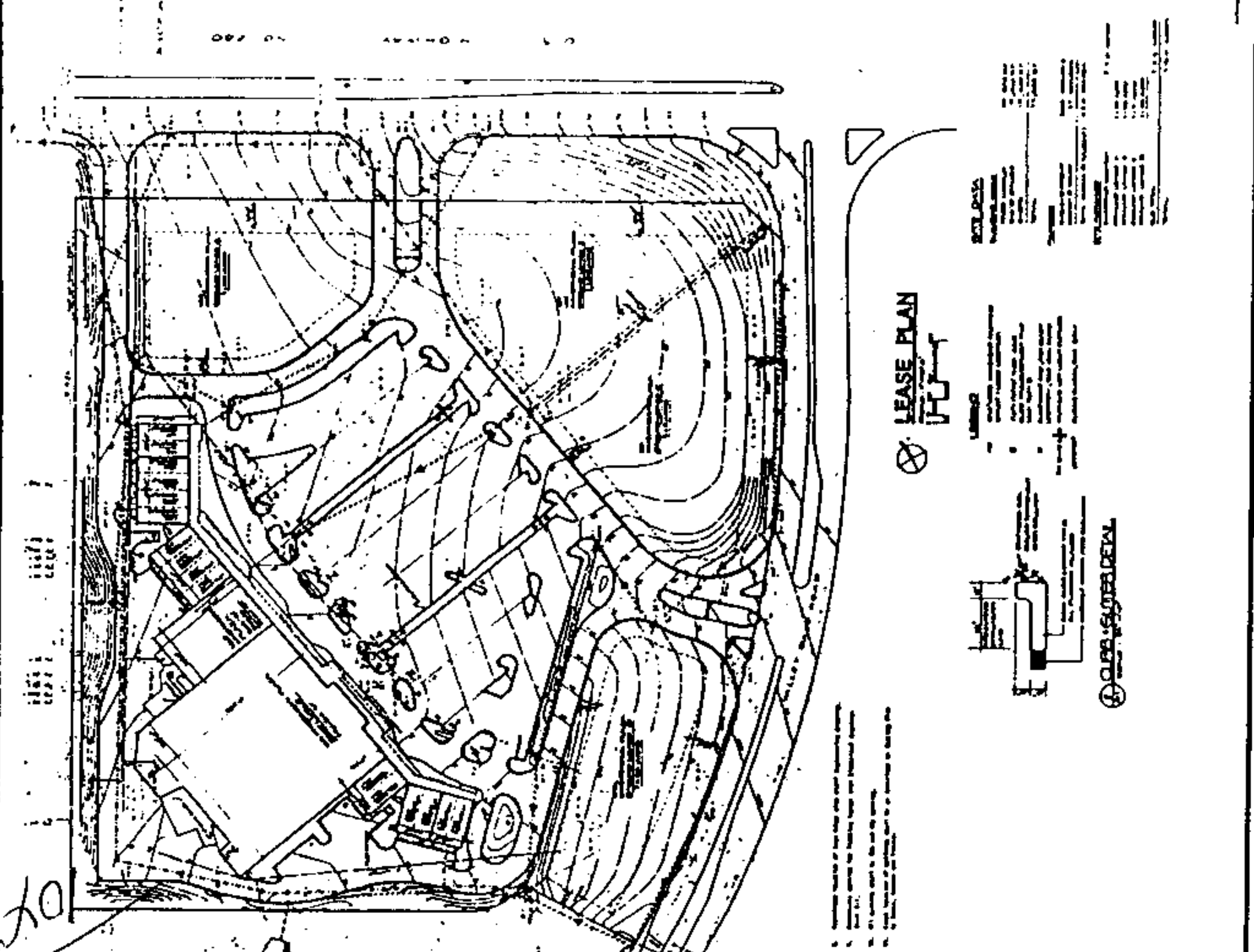
BOOK 98 PAGE 903



OGRAM ARCHITECTS, INC. 348 Peachtree Street NE Atlanta, Georgia 30308/Telephone (404) 521-0211

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the firm, this 28th day of October, 1986.

OGRAM ARCHITECTS, INC.



STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED FOR  
1986 OCT 28 AM 10:07  
JUDGE OF PROBATE

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

1986 NOV -6 PM 1:45

- JUDGE OF PROBATE
- 1. Deed Tax \$ 979.50
  - 2. Mig Tax 0
  - 3. Recording Fee 62.50
  - 4. Indexing Fee 1.00

EXHIBIT B  
3015 Nov 5 43

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