

1673

ASSIGNMENT OF LEASES

Know all Men by These Presents that the undersigned for and in consideration of the sum of Two Hundred Thousand Dollars and No/100 (\$200,000.00) and other good and valuable considerations to us in hand paid by Galleria Properties, A Joint Venture receipt whereof is hereby acknowledged, have sold and do by these presents grant, convey, sell, assign and transfer unto the said Secor Bank, A Federal Savings Bank all the leases attached hereto made a part hereof, on those certain premises described as follows:

Lot 2, according to the survey of Riverchase Trade Center, as recorded in Map Book 12, Page 24 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Assignors hereby warrant and represent that the leases attached hereto and made a part hereof are in good standing and that the Assignors have not been put on any notice as to any defense, offset, claim or counter-claim by the Lessees of said leases or any person entity claiming by or through said Lessees and the Assignors further represent that there is not litigation now pending or threatened against the Assignors (Lessors) interest in and to said leases.

In Witness Whereof:

Mark L. Disinger

Thomas Blunt

George R. Disinger

George Robert Disinger

Boyd B. Disinger

Richard S. Disinger

Thomas L. Foster

# COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS  
AMENDED OCTOBER, 1976

STATE OF ALABAMA  
Jefferson County

LEASE FORM  
150-ZSSCO

*copies*

This lease made this 13th day of July 1988 by and between

hereinafter called "Lessor", by LADCO INC.

as agent for the Lessor and by

hereinafter called "Lessee": Performance Center Inc.

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of Pelham, Alabama, to-wit:

BOOK 223 PAGE 810

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as Auto Mechanic Shop

Use

Term

and for no other or different use of purpose, for and during the term of 5 day of July 88 beginning on 18th day of July 93 and ending on the 18th

Rent

1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent,
2. Ladco Inc. 2221 Victory Lane Birmingham, AL 35216
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of DOLLARS (\$ 1650.00 ) per month,
4. One Thousand Six hundred and Fifty DOLLARS (\$ 19,800.00 ) per annum.
5. being at the rate of Nineteen Thousand and eight Hundred
6. Lessee agrees that a Service and Bookkeeping charge of 50.00 shall become due and payable each
7. and every month that the rent has not been received in the office of Ladco Inc. by the 10th of the month.
8. Should premises be completed and turned over to Lessee either prior to, or after July 18th 1988
9. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
10. next calendar month.

Quiet

Enjoyment

Condition of  
Premises

11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
12. possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-
13. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-
15. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with
16. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein).

Roof

18. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will
19. repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor
20. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the
21. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
22. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any death,
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on beha-
24. of, the Lessor, other than willfully wrongful acts of Lessor.

Air  
Conditioning  
and Signs

25. In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building
26. hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any ru-
27. leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-
28. ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Roof and  
Drains, etc.,  
Debris On

29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs

31. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or a
32. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, und-
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee a-
34. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasona-
35. wear and tear excepted.

Inspection  
and Showing

36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or ab-
37. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the r-
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purcha-
39. and the right to display "For Sale" and "For Rent" signs on said premises.

Lease of  
Leasee to  
Repair

Signs

Alterations  
and Improve-  
ments by  
Lessee

Upkeep

Compliance  
With Law

Public  
Liability  
Insurance  
And  
Indemnity

Defects in  
Premises

Snow, Ice,  
Trash

Events of  
Default

Removal  
of Goods

Acceler-  
ation of  
Rent

Default—  
Attorney  
Fee and  
Cost

Waiver of  
Exemptions

Abandon-  
ment

Re-Letting

Re-Entry,  
etc., No Bar

40. Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such  
41. repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not  
42. make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the out-  
43. side of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.  
44. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.  
45. The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a re-  
46. striction against alterations, additions, improvements or changes for the future.

47. Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the  
48. Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all  
49. bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water  
50. pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs,  
51. modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any  
52. damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, air con-  
53. ditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at  
54. all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises  
55. hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render  
56. the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will  
57. take good care of said building and said premises at all times.

58. The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619  
59. of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental  
60. shall constitute a default under the terms of this lease.

61. Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums,  
62. public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one  
63. occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for  
64. damage to property in the amount of \$100,000.00, or single limit of \$  
65. Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either  
66. of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's  
67. occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor cer-  
68. tificates of all insurance required under this paragraph.

69. Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its  
70. equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of  
71. fire, rain, wind, leaks, seepage or other cause.

72. If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the  
73. street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice,  
74. debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to do so.

75. Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the  
76. option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and  
77. take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from  
78. time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or  
79. obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission)  
80. collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease  
81. and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter  
82. and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by ac-  
83. celeration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The  
84. events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other  
85. sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed  
86. from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any  
87. assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other  
88. property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bank-  
89. ruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other  
90. court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation  
91. or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the  
92. same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to  
93. exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-  
94. letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained;  
95. the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the  
96. Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is  
97. given by the Lessor to the Lessee.

98. The Lessee shall not remove any of the goods, wares or merchandises of the Lessee from said premises other than in the  
99. regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.

100. Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above,  
101. or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original  
102. rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be  
103. and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the  
104. premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reason-  
105. able attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest  
106. of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal  
107. property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event  
108. the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further se-  
109. cure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singu-  
110. lar the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may  
111. sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all  
112. rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.

113. In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily,  
114. or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering  
115. and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satis-  
116. factory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to  
117. the amount due under the terms of this lease and the balance to the Lessor and, said leasing shall not release the Lessee from  
118. liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the  
119. difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference  
120. shall be payable to the Lessor on the first day of each month for the residue of the term hereof.

121. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants  
122. on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to  
123. enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or  
124. to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Reinstatement	125.	If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.
Improvements and Additions	129.	All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.
Property of Lessor	130.	
131.		
132.		
133.		
Fire & Other Casualty	134.	In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.
	135.	
	136.	
	137.	
	138.	
	139.	
	140.	
	141.	
	142.	
	143.	
	144.	
	145.	
	146.	
	147.	
	148.	In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.
	149.	
	150.	
	151.	
	152.	
Transfer or Assignment, Conditions	153.	Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$ assignment fee to agent for each and every lease assignment made.
Lease Assignment Fee Clause	154.	
	155.	
	156.	
	157.	
	158.	
	159.	
Notices and Demands	160.	All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.
	161.	
	162.	
	163.	
	164.	
	165.	
Agents Commission Agreement	166.	THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.
	167.	
	168.	
	169.	Lessor in consideration of the services rendered by as agent of
	170.	Lessor in leasing said premises to Lessee, does hereby authorize said
	171.	its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said
	172.	successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, its
	173.	successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, its
	174.	(an amount equal to per cent of all rents paid by virtue thereof, whether or not affected by
	175.	or any other person, firm or corporation, or whether or not said rent is paid
	176.	its successors or assigns, payment of said commissions to be made
	177.	direct to
	178.	as and when rents are received by the Lessor, its successors or assigns, and the said
	179.	its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.
	180.	
	181.	
	182.	As a further consideration for the services rendered by
	183.	term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents paid as com-
	184.	mission instead of the aforementioned % provided for in the preceding paragraph; if the term of this lease is in
	185.	excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding
	186.	paragraph, said agent shall be entitled to receive rent payable hereunder, or, if this lease term is
	187.	for three years or more, to receive rent payable hereunder, but percentage commission stated above
	188.	shall not apply on said first month's rent; and this additional rent commission shall not be paid
	189.	to the agent for any lease renewal or extension to the herein named Lessee.
	190.	In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of
	191.	the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have
	192.	earned, provided the lease had not been cancelled or terminated.
Agents Repair and Improvement	193.	If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the
	194.	cost of which exceeds \$ , and if the agent supervises the same, the Lessor agrees to
	195.	pay the said agent a reasonable fee for the additional services rendered.
Lessee Will Hold Harmless	196.	Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses
	197.	caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and
	198.	Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the de-
	199.	mised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised
	200.	premises shall be at the sole risk of Lessee.
Waiver of Subrogation Rights	201.	Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under
	202.	fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their
	203.	negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered
	204.	by valid and collectable insurance on the property at the time of the loss.
Holdover	205.	Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred,
	206.	whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from
	207.	month to month, or from year to year.
Non-Waiver	208.	The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this
	209.	lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such
	210.	covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with
	211.	knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of
	212.	any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.



Non-Waiver  
Eminent  
Domain and  
Condemn-  
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any  
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-  
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession  
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may  
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,  
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building  
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-  
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with  
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorate re-  
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-  
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The  
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,  
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the  
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean  
Premises  
Upon  
Termina-  
tion, etc.

227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove  
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-  
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and  
Insurance

230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,  
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate  
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-  
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area  
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum  
Clause

235. This lease consists of \_\_\_\_\_ pages together with an Addendum of \_\_\_\_\_ pages which is attached hereto,  
236. initiated by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease  
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-  
239. trator, heirs, assigns or successor.

### FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

A security deposit of 1 month's rent will be paid at the signing of this Lease. The deposit will be held for the term of the lease by the Lessor. At the end of the term the deposit will be refunded after the Lessor has been satisfied that said property has not been damaged beyond normal wear.

Tenant hereby agrees and authorizes landlord or assigns to order credit reports and anyother form of credit investigation necessary to satisfy credit worthiness of the tenant from time to time.

Water will be furnished by lessor all other utilities furnished by lessee.

Heating and cooling for the office space will be provided by lessor and The heating and cooling for the warehouse space will be provided by lessee.

Car racks will not be considered permanent fixtures to the building.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of 7-21, 1988

Agent

Witness for Lessor:

Witness for Lessee:

Randy Welch (L. S.)  
Lessee

(L. S.)  
Lessee

# COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS  
AMENDED OCTOBER, 1976

LEASE FORM  
150-ZSSCO

STATE OF ALABAMA  
Jefferson County

This lease made this 1st day of June 1988 by and between

hereinafter called "Lessor", by LADCO. INC.  
as agent for the Lessor and by RIVERCHASE GLASS INC.  
hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of Pelham, Alabama, to-wit:

BOOK 223 PAGE 814

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as Glass And Mirror Installement company

Use

Term and for no other or different use of purpose, for and during the term of 3 Years beginning on 15th day of August 1988 and ending on the 15th day of August 1991

Rent

- In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent,
- LADCO INC. 2221 Victory Lane B'ham AL 35216
- on the first day of each month of said term, in advance, as rent for said premises, the sum of
- Nine hundred and fifty dollars for the 1st DOLLARS (\$ 950.00 1st year month,
- being at the rate of year then \$1125.00 for DOLLARS \$ 1125.00 1st year ) per annum.
- the next two years. 50.00 shall become due and payable each
- Lessee agrees that a Service and Bookkeeping charge of 50.00 by the 10th of the month.
- and every month that the rent has not been received in the office of Ladco Inc.
- Should premises be completed and turned over to Lessee either prior to, or after 15th Aug 1988
- then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
- next calendar month.

Quiet  
Enjoyment

Condition of  
Premises

- This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
- possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in
- ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
- in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit
- able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with
- respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises
- and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.

Roof

- Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will
- repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor
- be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the
- extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
- workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any death
- injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on beha
- of, the Lessor, other than willfully wrongful acts of Lessor.

Air  
Conditioning  
and Signs

- In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any buildi
- hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any ro
- leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air conditio
- ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Roof and  
Drains, etc.,  
Debris On

- The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Les
- will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs

- Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or a
- part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unl
- and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee a
- at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonab
- wear and tear excepted.

Inspection  
and Showing

- However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or ab
- said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the r
- to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchas
- and the right to display "For Sale" and "For Rent" signs on said premises.

Failure of Lessee to Repair	40.	Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.
Signs	43.	No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
	44.	The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future.
Alterations and Improvements by Lessee	45.	Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.
Upkeep	53.	
Compliance With Law	54.	
	55.	
	56.	
	57.	
	58.	The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.
Public Liability Insurance And Indemnity	59.	
	60.	
	61.	Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$
	62.	insuring Lessee, Lessor, and Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.
Defects in Premises	63.	
	64.	
	65.	
	66.	
	67.	
	68.	
Snow, Ice, Trash	69.	Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.
	70.	
	71.	
Events of Default	72.	If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.
	73.	
	74.	
	75.	Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.
Removal of Goods	76.	
	77.	
	78.	
	79.	
	80.	
	81.	
	82.	
	83.	
	84.	
	85.	
	86.	
	87.	
	88.	
	89.	
	90.	
	91.	
	92.	
	93.	
	94.	
	95.	
	96.	
	97.	
Acceleration of Rent	98.	The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.
	99.	
Default—Attorney Fee and Cost	100.	Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Waiver of Exemptions	101.	
	102.	
	103.	
	104.	
	105.	
	106.	
	107.	
	108.	
	109.	
	110.	
	111.	
	112.	
Abandonment	113.	In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satisfactory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the terms of this lease and the balance to the Lessor and said leasing shall not release the Lessee from liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.
Re-Letting	114.	
	115.	
	116.	
	117.	
	118.	
	119.	
	120.	
Re-Entry, etc., No Bar	121.	No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.
	122.	
	123.	
	124.	



Reinstatement

125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.

Improvements and Additions Property of Lessor

129. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.

Fire & Other Casualty

134. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.

148. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

Transfer or Assignment, Conditions

153. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$ assignment fee to agent for each and every lease assignment made.

Lease Assignment Fee Clause

Notices and Demands

160. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.

Agents Commission Agreement

166. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.

169. Lessor in consideration of the services rendered by Lessor in leasing said premises to Lessee, does hereby authorize said its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, (an amount equal to) per cent of all rents paid by virtue thereof, whether or not affected by or any other person, firm or corporation, or whether or not said rent is paid by its successors or assigns, payment of said commissions to be made direct to as and when rents are received by the Lessor, its successors or assigns, and the said its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs, successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.

182. As a further consideration for the services rendered by term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents paid as commission instead of the aforementioned % provided for in the preceding paragraph; if the term of this lease is in excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding paragraph, said agent shall be entitled to receive rent payable hereunder, or, if this lease term is for three years or more, to receive rent payable hereunder, but percentage commission stated above shall not apply on said first month's rent; and this additional rent commission shall not be paid to the agent for any lease renewal or extension to the herein named Lessee.

190. In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have earned, provided the lease had not been cancelled or terminated.

Agents Repair and Improvement

193. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the cost of which exceeds \$ , and if the agent supervises the same, the Lessor agrees to pay the said agent a reasonable fee for the additional services rendered.

Lessee Will Hold Harmless

196. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.

Waiver of Subrogation Rights

201. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

Holdover

205. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.

Non-Waiver

208. The failure of the Lessor 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, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.



Non-Waiver  
Eminent  
Domain and  
Condemn-  
ation

Clean  
Premises  
Upon  
Termina-  
tion, etc.

Taxes and  
Insurance

Addendum  
Clause

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any  
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-  
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession  
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may  
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,  
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building  
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-  
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with  
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata re-  
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-  
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The  
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,  
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the  
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.
227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove  
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-  
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.
230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,  
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate  
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-  
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area  
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.
235. The cost of insurance shall not exceed 38.00/yr and to be paid monthly  
236. This lease consists of pages together with an Addendum of pages which is attached hereto,  
237. Initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease  
and the Addendum, the terms of the Addendum shall prevail.
238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-  
239. trator, heirs, assigns or successor.

### FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

A security deposit of 1 month's rent will be paid at the signing of this Lease. The deposit will be held for the term of the lease by the Lessor. At the end of the term the deposit will be refunded after the Lessor has been satisfied that said property has not been damaged beyond normal wear.

Tenant hereby agrees and authorizes landlord or assigns to order credit reports and anyother form of credit investigation necessary to satisfy credit worthiness of the tenant from time to time.

At the end of any 12 month period the lessee may terminate this lease with a payment of 2 months rent and a 60 written notice to the lessor.

Water will be furnished all other utilities shall be paid by the lessee.

There will be some heating provided for the warehouse space only. Heating and cooling for the office space will be provided by the lessee.

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

89 JAN 25 AM 10:110

*Thomas A. Snowdon, Jr.*  
JUDGE OF PROBATE

#### RECORDING FEES

Recording Fee	\$22.50
Index Fee	1.00
TOTAL	23.50

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of \_\_\_\_\_, 19\_\_\_\_

Agent

Witness for Lessor:

Witness for Lessee:

*Gregory B Mett*  
\_\_\_\_\_  
(L. S.)  
Lessee

\_\_\_\_\_  
(L. S.)  
Lessor

BOOK 223 PAGE 817