

1248 UNITED STATES POSTAL SERVICE

LEASE

FACILITY NAME: WILSONVILLE, SHELBY CO., AL - MAIN OFFICE 35186-9998

1. This LEASE, made and entered into SEPTEMBER 12, 1990, by and between WILLIAM L. CUNNINGHAM, JR., herein called the lessor, whose address is:

2233 2nd Ave., North
Birmingham, AL 35203-3832

for Lessor and Lessor's heirs, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Postal Service the following described premises, viz.:

Commence at the Northwest corner of Section 6, Township 21 South, Range 2 East, being a gun barrel found in place; thence proceed South 88' 24' 53" East along the north boundary of said Section 6 for 1319.00' to an iron, being the point of beginning of the parcel of land herein described, said point also being the NE corner of the NW 1/4 of the NW 1/4 of said Section 6; thence turn an angle of 89' 26' 14" to the right and run South 1' 01' 21" West along the East boundary of said NW 1/4 of NW 1/4 for 31.39' to an iron set, being a point on the NW ROW line of State Hwy 25; thence turn an angle of 30' 04' 23" to the right and run South 31' 05' 44" West along said ROW for 129.98' to an iron set; thence turn an angle of 60' 29' 23" to the right and run North 88' 24' 53" West for 138.79' to an iron set; thence turn an angle of 90' 00' to the right and run North 1' 35' 07" East for 170.00' to an iron set, being a point on the south ROW line of Industrial Park Rd.; thence turn an angle of 90' 00' to the right and run South 88' 24' 53" East along the ROW of said Industrial Park Rd. for 189.50' to an iron found; thence turn an angle of 28' 12' 30" to the right and run South 60' 12' 23" East, continuing along said ROW for 14.63' to an iron set, being a point on the east boundary of the SW 1/4 of the SW 1/4, Section 31, Township 20 South, Range 2 East; thence turn an angle of 61' 26' 51" to the right and run South 1' 14' 28" West along the east boundary of said SW 1/4 of SW 1/4 for 18.58' to the point of beginning. Said parcel contains 30,799 SF, more or less.

Upon which is a one-story masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQUARE FEET
Net Interior	2,761 SF
Platform/Ramp Area	240 SF
Parking/Maneuvering Area	15,675 SF
Sidewalks	1,336 SF
Landscaped Area	10,556 SF
TOTAL SITE	30,799 SF

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

The term beginning SEPTEMBER 1, 1990 and ending AUGUST 31, 2000, for a total of Ten (10) years.

4. RENTAL. The Postal Service will pay the lessor an annual rental of:

FIFTEEN THOUSAND TWO HUNDRED SIXTY FIVE & NO/100THS. (\$15,265.00)

payable in equal installments at the END of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be made payable to:

WILLIAM L. CUNNINGHAM, JR.
2233 2ND AVE., NORTH
BIRMINGHAM, AL 35203-3832

5. The lease may be renewed, at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

<u>Renewal Option Term</u>	<u>No. of Years</u>	<u>Per Annum Rental</u>
FIRST	Five (5)	\$ 18,300.00
SECOND	Five (5)	\$ 20,116.00
THIRD	Five (5)	FAIR MARKET RENT
FOURTH	Five (5)	FAIR MARKET RENT

Provided that notice be given in writing to the lessor SIXTY (60) days before the end of the original lease term or any renewal term. All other terms and conditions of this lease will remain the same during any renewal term unless stated otherwise herein.

6. The Lessor shall furnish to the Postal Service under the terms of this lease, as part of the rental consideration, the following: Electrical, lighting, heating, air conditioning, ventilating, and plumbing systems, water and sewerage service.

7. U. S. Postal Service to pay all separately metered utility bills, and pay all real estate taxes in accordance with Reimbursement of Paid Taxes Clause.

8. U. S. Postal Service is responsible for maintenance, with the exception of roof and structural maintenance.

9. The undersigned has completed the "Representations and Certifications".

It is expressly understood between the parties hereto that the terms and conditions the Agreement to Lease executed by WILLIAM L. CUNNINGHAM, JR., and accepted by the Postal Service on APRIL 4, 1990, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

EXECUTED BY LESSOR this 10th day of Sept., 1990.

By: William L. Cunningham, Jr. (Signature) (Signature)

Name of Individual(s): WILLIAM L. CUNNINGHAM, JR.

Street Address: 2233 2ND AVE., NORTH

City, State, and ZIP + 4: BIRMINGHAM, AL 35203-3832

Telephone No.: (205) 322-1821

Taxpayer Identification No. or Social Security No.: 420-88-3832

WITNESSES: Christy Banks
Paula A. Slife

ACCEPTANCE BY THE POSTAL SERVICE

Date: 9/12/90 By: Robert W. Clark (Signature)

Name: Robert W. Clark
Title: Manager, Real Estate Branch, Contracting Officer
Address: FACILITIES SERVICE OFFICE
4000 DEKALB TECHNOLOGY PARKWAY BUILDING 500, SUITE 550
ATLANTA, GA 30340-2799
Telephone: (404) 454-0619

FORM OF ACKNOWLEDGMENT FOR INDIVIDUALS

State of Alabama)
County of Jefferson) SS:

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

William L. Cunningham Jr.
(Identify individual party to the lease)

who is known to me to be the same person who executed the foregoing lease, and who acknowledged that he signed, sealed and delivered the
(he)(she)

same as his free and voluntary act for
(his/her)

the uses and purposes therein set forth.

Witness my hand and notarial seal, in the County and State aforesaid, this

10th day of Sept., 1990.

Paula A. Slife
(Notary Public)

(Notarial Seal)

My commission expires 1-19-93

STATE OF GEORGIA
COUNTY OF DEKALB

Personally appeared before me, Robert W. Clark, who being by me first duly sworn, states that he is the Manager of the Real Estate Branch, Facilities Service Office, United States Postal Service, Atlanta, Georgia, and that he executed the foregoing and annexed instrument and that said writing was signed by him in behalf of the United States Postal Service by its authority duly given. The said Robert W. Clark acknowledged said writing to be the act and deed of the United States Postal Service.

WITNESS my hand and notarial seal, in the County and State aforesaid, this 15th day of September 1990.

BOOK 310 PAGE 686

Carol A. Elder
Carol A. Elder, Notary Public

My Commission expires: 03/02/91

10 TAX COLLECTED

1. Debt Pay	\$	12.50
2. Debt Pay	\$	3.80
3. Debt Pay	\$	1.00
4. Debt Pay	\$	1.00
5. Debt Pay	\$	1.00
6. Certified Fee	\$	1.00
Total	\$	17.50

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

90 SEP 20 PM 2:09

JUDGE OF PROBATE