

924

STATE OF ALABAMA)
SHELBY COUNTY)

GROUND LEASE

This Ground Lease (hereinafter "Lease") is made and entered into on this 30th day of September, 1991, by and between:

PAMELA C. KITTRELL
4 Oak Ridge Drive
Pelham, Alabama 35124
(hereinafter referred to as "Lessor").

and

COLONIAL BANK,
an Alabama banking corporation
1928 First Avenue North
Birmingham, Alabama 35203
(hereinafter referred to as "Lessee").

W I T N E S S E T H:

(a) Lessor rents and leases to Lessee, and Lessee leases from Lessor, that certain parcel of real estate lying and being situated in the County of Shelby, State of Alabama, the legal description of which is set forth and described on Exhibit "A" attached hereto and made a part hereof by reference and incorporation (hereinafter the "Premises").

(b) The parties desire to execute this Lease whereby Lessor leases the Premises to Lessee upon all the terms and conditions hereinafter expressed.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed, the parties agree as follows:

1. LEASE OF PREMISES:

(a) The Lessor does hereby demise and lease the Premises unto the Lessee.

(b) This Lease is conditional upon the approval by the State Banking Department or other appropriate governmental regulator which must approve branch banking locations. If the Premises is not approved for a branch

BOOK 388 PAGE 548

note

banking office facility for Lessee on or before March 1, 1992, Lessee may by written notice given on or before March 10, 1992, terminate this Lease and all of its obligations hereunder, except for payment of rent from the commencement date through the date of termination. If the Lease is not terminated on or before March 10, 1992, this condition shall automatically lapse and this Lease shall be effective for all purposes.

2. TERM OF LEASE: This Lease shall be for an initial term of ten (10) years commencing on the first day of October, 1991, and ending on the 30th day of September, 2001. In addition to said ten (10) year term, Lessee shall have two (2) five-year options to extend this Lease on the same terms and conditions set forth herein. Each option may be separately exercised by giving notice to the Lessor in writing of the exercise of said five (5) year option at least one hundred eighty (180) days before the expiration of the lease term then in effect.

3. RENTAL: The Lessee agrees to pay to the Lessor, at such place as Lessor may direct, as rental during the term of this Lease, and any renewal thereof, the rent as herein provided, said sum shall be paid in advance on the first day of each calendar month.

(a) Beginning on the first day of October, 1991, the monthly rent shall be Two Thousand and No/100 Dollars (\$2,000.00) per month, said payment to continue in said amount on the first day of each succeeding month for a period of five (5) years through and including the payment due on the first day of September, 1996.

(b) The monthly rent set forth in Paragraph 3(a) hereof shall be increased to Two Thousand Six Hundred Seventy-Five and No/100 Dollars (\$2,675.00) per month for the period beginning on the first day of October, 1996, and ending on the last day of September, 2001.

(c) In the event Lessee exercises the first option to extend this Lease for a term of five (5) years, the monthly rent set forth in Paragraph 3(a) hereof shall be increased to Three Thousand Three Hundred Fifty and No/100 Dollars (\$3,350.00) per month, for the period beginning on the first day of October, 2001, and ending on the last day of September, 2006.

(d) In the event Lessee exercises the second option to extend this Lease for a term of five (5) years, the monthly rent set forth in Paragraph 3(a) hereof shall be increased to Four Thousand Twenty-Five and No/100 Dollars

(\$4,025.00) per month, for the period beginning on the first day of October, 2006, and ending on the last day of September, 2011.

This is a net/net ground lease, and Lessee shall pay or cause to be paid all expenses of every kind associated with the Premises and any business conducted thereon or therefrom, including but not limited to insurance, service charges, and liens, of any kind and description in connection with the Lease, the Premises, the rental paid hereunder or any business conducted thereon or therefrom, including but not limited to sales, use, intangibles, tangible personal property and ad valorem taxes, and any liens on the above.

4. USE OF PREMISES: Lessee covenants and agrees that it shall use and occupy the Premises as a banking and financial facility including all activities reasonably related to such banking and financial business, and for any other lawful use of the Premises as Lessee may decide.

5. EVIDENCE OF TITLE: Lessor warrants that Lessor is the owner of the Premises and has full right to lease the same and to enter into this Lease, and that same is subject to no liens, charges, encumbrances, or title defects other than ad valorem taxes for the current tax year. Within thirty (30) days of the date of this Lease, Lessor shall, at Lessor's cost and expense, deliver to Lessee evidence of title, which shall be in the form of a title binder or other title evidence satisfactory to Lessee which shall show that Lessor is vested with fee simple title to the Premises, free and clear of all liens and encumbrances and of any defects which would affect the peaceful enjoyment of the Premises for the intended use of the Lessee during the full term of this Lease, and shall provide, at Lessor's cost and expense, leasehold insurance coverage insuring leasehold title to Lessee in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00). If such evidence of title and leasehold insurance coverage is not provided within such time limit or shows defects in title which, in the sole judgment of Lessee, would affect such peaceful enjoyment, Lessee may, within thirty (30) days after the expiration of such time limit, or Lessee's receipt of such evidence of title, by notice in writing to Lessor, terminate this Lease.

6. COVENANT OF TITLE AND QUIET ENJOYMENT: Lessor warrants good and marketable title to the Premises, that Lessor has full right and power to execute and perform this Lease, and to grant the estate demised herein and further covenants with the Lessee that, by paying the rent and other sums herein stipulated and performing the covenants, terms and conditions herein contained by it to be performed, it shall

peacefully and quietly have, hold and enjoy the Premises and all rights, easements, appurtenances, and privileges belonging to or in any way pertaining thereto, during the full term of this Lease, against the claims of all persons claiming by, through or under the Lease, and Lessor will indemnify Lessee against any damage and expense which Lessee may suffer by reason of any lien, encumbrance, restriction, or defect in the title or description of the Premises. Should, at any time, the title or right to receive rent of Lessor be disputed, or should there be a change of ownership of the estate of Lessor by act of the parties or operation of law, Lessee may withhold rent thereafter accruing until furnished satisfactory proof of the person or entity entitled to receive such rent.

7. CONDITION OF PREMISES:

(a) Survey: Within thirty (30) days of the date of this Lease, Lessor shall provide at its own cost not less than four copies of a survey by a licensed surveyor showing the area, dimensions, and location of the Premises referenced to the nearest monuments, streets, and alleys on all sides, its topography, any set-back requirements, the location of all available utilities, of adjoining streets, alleys or property, of all recorded easements appurtenant to the property, and of all improvements and encroachments, and containing a full legal description of the Premises. In the event such survey is not provided to Lessee within the period of time as specified above, Lessee may, at its option, immediately terminate this Lease.

(b) Utilities: Lessor warrants that all utilities, including, but not limited to, water, sewerage, electricity, gas, and telephone, are either located on or are available at or near the Premises, and Lessor agrees to provide to Lessee, within thirty (30) days from the date of this Lease, utilities letters from water, sewer, electric, gas and telephone companies and authorities evidencing the availability of these utilities to the Premises for Lessee's intended use of the Premises. In the event such utilities letters are not sufficient to evidence the availability of the sufficient quantities of utilities service to the Premises for Lessee's intended use of the Premises, Lessee may, at its option, immediately terminate this Lease.

(c) Removal of present improvements located on the Premises: After all of the contingencies described in this Lease have been satisfied, including those in paragraphs 1(b), 5, 7(a), 7(b), and 10(a), Lessee shall notify Lessor, in writing, when Lessee is ready to begin construction of Lessee's Improvements and Lessor shall have seven (7) days from the date of such notice to remove all fixtures and other

items of personal property located on the Premises which the Lessor is desirous of removing from the Premises. Upon the expiration of such seven (7) days, the Lessee shall have the right to remove all of the fixtures and improvements located on the Premises and any other items left on the Premises by Lessor, and Lessee shall have the right to completely demolish and level the Premises in order to prepare the Premises for the construction of the Improvements (as hereinafter described). Lessee shall, at all times, meet and comply with all environmental and EPA regulations in the removal of the air conditioning units located on the Premises and the removal of any other property from the Premises, and Lessee hereby agrees to indemnify and hold Lessor harmless from any and all environmental and/or EPA claims which may arise as a result of Lessee's removal of any property from the Premises.

8. PAYMENT OF MONTHLY UTILITY CHARGES: Lessee shall pay all charges for telephone, sewer service, garbage service, electricity, water, gas and other utilities used by Lessee on or about the Premises.

9. ZONING AND SIGNAGE LAWS: Lessor warrants that the use by Lessee of the Premises as a banking facility on the Premises will be a permitted use under the zoning classification and local laws and ordinances applicable thereto. Lessor further warrants to Lessee that Lessee will have the unrestricted right to place upon the Premises, at a location thereon to be designated by Lessee, a sign of the standard type used by Lessee so long as such sign does not violate local laws and ordinances. Lessor acknowledges that Lessee is relying upon said warranties in executing this Lease, that matters so warranted are material, and that any breach of warranty will be grounds for Lessee to terminate this Lease.

10. COSTS OF CONSTRUCTION:

(a) Prior to construction, Lessee must submit to the City of Pelham for approval the architectural and construction plans ("Plans") for the Improvements to be made to the Premises (hereinafter the "Improvements"). Such Plans shall also be submitted to the Lessor for his approval, however, it is understood and agreed that Lessor's approval of such Plans shall not be construed as a guarantee of the soundness or adequacy of the Plans, either structurally or otherwise. If Lessee has not received approval of the Plans from the City of Pelham by March 1, 1992, after having used its best efforts to obtain such approval, then, Lessee, within ten (10) days thereafter, may terminate this Lease and have no further liability hereunder, except that Lessee shall be responsible for rent payments from the date of commencement of

the Lease until the Lease shall have been so terminated. In the event the Plans are approved by the City of Pelham but not by the Lessor, the Lessee may terminate this Lease and have no further liability hereunder, and receive a full refund of all rent paid pursuant to the terms of this Lease.

(b) Lessee shall bear the cost of all construction and the cost of all Improvements to the Premises.

(c) All permits, licenses and authorizations of the various municipal departments and governmental subdivisions having jurisdiction thereof shall be procured and paid for by Lessee as the same are required.

(d) Promptly after all building permits are issued with respect to the construction of the banking facility, Lessee shall begin to construct the same in accordance with the plans and specifications approved by Lessor. Construction shall be prosecuted diligently. The Improvements shall be the sole property of Lessee until the expiration of this Lease.

(e) The Improvements in or upon the Premises shall be completed in a good and workmanlike manner. Lessee shall, during the term of the Lease, at Lessee's sole cost and expense, promptly comply in every respect with: (i) all laws, ordinances, standards, rules and regulations of all federal, state, county and municipal governments now in force or that may be enacted hereinafter; (ii) all directions, standards, rules and regulations of the fire marshal, health officer, building inspector and other proper officers of any governmental agencies having jurisdiction over the Premises; and (iii) all rules, regulations, standards or other requirements of carriers of insurance on the Premises and any Board of Underwriters, Rating Bureau and any similar bodies which are applicable to Lessee's use and occupancy of the Premises. Lessee shall, at Lessee's cost and expense, make all changes to the Premises which may now or hereafter be required in order to comply with the foregoing. Lessee expressly covenants and agrees to indemnify and save Lessor harmless from any penalties, damages or charges imposed for any violation of any of the covenants herein expressed.

(f) Lessee covenants and agrees to indemnify Lessor and to hold Lessor free and harmless against any and all claims arising out of the construction of the Lessee's Improvements, including specifically the cost of any labor performed and materials furnished to the Premises by any person, firm or corporation.

(g) The consent by Lessor to any such alterations and the construction of the Lessee's Improvements shall not be so construed as to subject Lessor or the Premises to any liability whatsoever for the payment of any labor performed or materials furnished in connection therewith, and in the event that any claim therefor is asserted against Lessor or the Premises, Lessee agrees to forthwith pay the same, or cause such security to be deposited for the payment thereof as may be reasonably required by Lessor, in accordance with this Lease.

11. ALTERATIONS AND TRADE FIXTURES:

(a) At any time during the term of this Lease, without the consent of Lessor, Lessee may make any alterations, additions, or improvements, structural or nonstructural to the Premises as deemed desirable by Lessee for conduct of its business, so long as the same do not decrease the value of the Improvements or adversely affect the structural integrity thereof. Lessee shall bear the cost of any alterations and shall promptly discharge any mechanics' or materialmens' liens filed in connection with such alterations.

(b) All trade fixtures and personal property installed by Lessee on the Premises, whether owned or leased and regardless of the manner of attachment, shall be considered personal property, shall not be deemed a part of the Premises, and shall remain the property of Lessee. Lessor recognizes that Lessee may not own the trade fixtures and other personal property situated on the Premises, waives any provision of law granting a lien upon, or the right of distraint upon, such trade fixtures or personal property of Lessee, and agrees to execute and deliver to Lessee, or its designee, any lien waivers or subordination agreements respecting such trade fixtures or personal property requested by Lessee. At any time during the term of this Lease or within a period of thirty (30) days after the expiration date, Lessee or Lessee's lessor, may but without any obligation, remove any or all trade fixtures from the Premises.

12. REPAIRS: Lessee shall maintain the Premises in good order and condition and shall make all necessary repairs, reasonable wear and tear and depreciation from lapse of time excepted. Lessor shall have no obligation to repair or maintain the Premises.

13. REAL ESTATE TAXES:

(a) Lessee shall pay the real estate taxes, as defined herein, directly to the taxing authorities. Lessor shall arrange for the bills to be sent directly to Lessee.

Upon request, Lessee shall deliver to Lessor copies of the receipted tax bills.

(b) (i) Real estate taxes shall include all ad valorem real estate taxes levied or assessed by the lawful tax authorities during the term of this Lease upon the Premises and the Improvements to be constructed thereon, and all assessments for public improvements levied or assessed by the lawful tax authorities during the term of this Lease as a direct result of the construction of the Improvements or any further construction by Lessee on the Premises.

(ii) Real estate taxes shall not include: income, franchise, gross receipts, corporation, levy, excess profits, revenue, inheritance, devolution, gift, estate, payroll, or stamp taxes, by whatsoever authority imposed or howsoever designated; any tax upon the sale, transfer, or assignment of the title or estate of Lessor which at any time may be assessed against or become a lien upon the Premises, the leasehold of Lessee, or the rent accruing therefrom; and any assessments for public improvements commenced prior to the date of this Lease or which are a lien upon the Premises, the leasehold of Lessee, or the rent accruing therefrom; and any assessments for public improvements commenced prior to the date of this Lease or which are a lien upon the Premises on the date of this Lease, or any assessments levied subsequent to the date of this Lease for public streets, public sidewalks, sewers, water, or other installations or improvements not upon the Premises, made at governmental expense, and not resulting directly from the construction of the Improvements or any further construction by Lessee on the Premises.

(iii) Tax year shall mean the real estate fiscal tax year or tax years for which real estate taxes are levied by any lawful tax authorities.

(c) Lessor shall cause the Premises to be maintained entirely within a single and separate tax parcel or lot.

(d) Lessor and Lessee shall equitably adjust any real estate taxes or any installment for a tax year, a part of which is included within the term of this Lease and a part of which is included in a period of time before or after said term.

(e) If Lessor shall fail or refuse, upon the request of Lessee, to take steps to contest the validity or amount of the assessed valuation of the Premises or of the

real estate taxes imposed thereon for any tax year, Lessee may bring a contest by appropriate proceedings in the name of Lessor or Lessee. Lessor shall provide all documents, data, or other information required to enable Lessee to prosecute any such proceeding in a timely fashion. Should Lessor or Lessee obtain a remission or a refund of all or any part of the real estate taxes for any tax year, such party shall be entitled to be reimbursed out of such remission or refund for all of its costs and expenses in connection therewith, including, but not limited to, attorney's fees. Lessee shall be entitled to the net amount of such remission or refund after payment of such costs and expenses, subject to equitable adjustment should any part be attributable to a period before or after the term of this Lease.

14. INSURANCE:

(a) Lessee shall obtain and keep in force during the term hereof, for the mutual benefit of Lessor and Lessee, fire insurance with standard extended coverage for the full insurable value of the Improvements and general public liability insurance against claims for personal injury, death, or property damage occurring in or on the Premises, in amounts not less than One Hundred Thousand and No/100 Dollars (\$100,000.00) for bodily injury or death to any one person; Three Hundred Thousand and No/100 Dollars (\$300,000.00) for bodily injury or death to all persons in any one occurrence; and One Hundred Thousand and No/100 Dollars (\$100,000.00) for property damage. Lessee shall also maintain and keep in force during the term hereof, an excess liability policy, naming Lessor as an additional insured, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(b) Lessor and Lessee, or any person or entity claiming by, through, or under them, shall be named as co-insureds, as their respective interests may appear, in such insurance policies. Lessee shall deliver to Lessor certificates of such insurance and renewals thereof from time to time during the term of this Lease.

15. DAMAGE OR DESTRUCTION:

(a) Should all or part of the Improvements be damaged or destroyed by fire or other casualty, Lessee shall be entitled to the proceeds of all insurance held by Lessor or Lessee covering such damage or destruction. Lessor shall pay to Lessee the proceeds of all insurance receivable by Lessor in respect to such damage or destruction and shall endorse to Lessee any check in respect to such proceeds payable to Lessor and Lessee. Thereupon, Lessee shall promptly proceed to restore the Improvements. Lessee shall have the right to make

alterations in the course of such restoration, but shall not be required to restore any alterations theretofore made by Lessee at its expense. Should such damage or destruction render the Improvements untenable, all rent shall abate during the period of untenability.

(b) Insurance proceeds (exclusive of the proceeds of insurance covering Lessee's fixtures or personal property, which shall be paid directly to Lessee) up to Ten Thousand and No/100 Dollars (\$10,000.00) shall be paid directly to Lessee. Insurance proceeds in excess of Ten Thousand and No/100 Dollars (\$10,000.00) shall be deposited with a bank or trust company under the joint control of Lessor and Lessee, as trustees. The trustees shall disburse the proceeds to Lessee upon certification by the architect in charge of such restoration that the amounts requested have been paid in connection with such restoration or shall be due to persons who have furnished services or materials for such restoration. Upon completion, the balance of such proceeds, if any, shall be paid to Lessee upon demand.

(c) Should the Improvements be damaged or destroyed by any casualty not insurable under a standard form of fire insurance policy with extended coverage, or should more than twenty per cent (20%) of any building on the Premises be damaged, destroyed, or rendered untenable by fire or other casualty when less than three (3) years remain under the term of this Lease or any renewal term, or should completion of repairs within one hundred twenty (120) days of the occurrence of the damage not be possible, Lessee may elect to terminate this Lease. Should this Lease be terminated pursuant to this provision, Lessee shall assign to Lessor all of Lessee's rights in any insurance proceeds receivable by Lessee from the Improvements, except proceeds covering Lessee's personal property or fixtures.

16. RIGHT-OF-ENTRY: It is agreed that Lessor, its agents or servants, may at all reasonable times enter the Premises or any part thereto to view or inspect same.

17. WAIVER OF SUBROGATION: All policies of insurance covering any economic loss carried by either Lessor or Lessee with respect to the Premises, including, without limitation, all policies of fire insurance, and all policies of general public liability insurance, whether or not required hereby to be carried, which insure the interest of one party only, shall include provisions denying to the insurer acquisition by subrogation of rights of recovery against the other, to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. This provision shall apply only if such policy can be so written,

does not result in additional premiums, or the other party agrees to pay any resultant additional premiums. Each party, to the extent permitted by the respective policies, hereby waives any rights of recovery against the other for direct or consequential loss against which such party is protected by such policies to the extent of the proceeds paid under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other party.

18. EVENTS OF DEFAULT:

(a) Any one or more of the following events shall be considered an event of default hereunder: (i) the failure of 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 becomes due, within thirty (30) days after written demand for the payment thereof is made by Lessor; (ii) the filing of a petition in bankruptcy or an arrangement or reorganization by or against Lessee, and Lessee fails to take steps within ninety (90) days to have such petition or appointment dismissed or set aside; (iii) the appointment of a receiver or trustee or other court officer for the assets of Lessee and Lessee fails to take steps within ninety (90) days to have such appointment vacated; or (iv) the violation by Lessee of any other of the terms, conditions or covenants in this Lease and the failure of Lessee to remedy such violation within thirty (30) days after written notice thereof is given by Lessor to Lessee, or if the violation cannot reasonably be cured within thirty (30) days, the failure of Lessee to commence a cure of the violation within such period.

(b) Upon the happening of any event of default, Lessor shall have the right either, upon thirty (30) days' written notice to Lessee, to terminate this Lease, or, upon thirty (30) days' written notice to Lessee, to re-enter and take possession of the Premises and to use his best efforts to relet all or any portion of the Premises, as agent of Lessee, for such term and for such use deemed satisfactory to Lessor, applying each month the net proceeds obtained from said leasing to the credit of Lessee, up to the amount due under the terms of the Lease and the balance to Lessee. Said leasing shall not release 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 Lessor in monthly installments on the date specified in this Lease for the payment of rent.

19. LEASE TERMINATION: At the termination of this Lease due to the expiration of the original lease term, the expiration of any renewal period, or termination for any other reason, including any default, any buildings and improvements which Lessee may have erected on the Premises shall be deemed the absolute property of the Lessor, and Lessee shall have no claim thereto, provided, however, Lessee may at such time if no default has occurred, remove property owned by it from said Premises which is classified as personal property under Alabama law, provided any damages caused in such removal shall be repaired. Lessee shall have the right to remove any vaults, vault doors, safety deposit boxes, any equipment related to the drive-in teller and its operation, and any automatic teller equipment and security apparatus, provided any damage caused in such removal shall be repaired. Lessee's right to removal of the aforesaid property shall terminate with the termination of this Lease and any property remaining after the termination of this Lease shall become property of the Lessor; provided, however, that Lessee may by written notice extend the termination date by up to thirty (30) days to remove such personal property, during such time rent shall be paid at the then basic monthly rent rate, prorated daily. Lessee shall, during the initial term of this Lease and during any renewal term, retain title to the Improvements located thereon, and shall be allowed to depreciate said assets for tax purposes.

20. ATTORNEY'S FEES: In the event of the employment by Lessor of an attorney to collect any rents or other sums due hereunder by Lessee or to enforce the performance of any obligation hereunder, on account of the breach by Lessee of any term, condition or covenant hereof, Lessee will pay all costs and expenses thereof, including a reasonable attorney's fee. In the event of the employment by Lessee of an attorney to enforce the performance of any obligation hereunder, on account of the breach by Lessor of any term, condition or covenant hereof, Lessor will pay all costs and expenses thereof, including a reasonable attorney's fee.

21. SUCCESSORS AND ASSIGNS: It is mutually covenanted and agreed that the successors and assigns of Lessor shall enjoy the benefits of all covenants, terms, conditions, privileges, and agreements wherever applicable or contained in, required or permitted by the provisions of this Lease as if such successors and assigns had been specifically mentioned and shall be deemed to be included in each and every one of such covenants, conditions, privileges and agreements.

22. ASSIGNMENT BY LESSEE:

(a) Lessee may sublease the Premises, or any part thereof, or assign this Lease, without the consent of Lessor. Lessee agrees to deliver a copy of any assignment or sublease to Lessor within ten (10) days of execution. Any sublease or assignment shall not relieve Lessee from liability for payment of the rent herein provided or from the conditions and covenants of this Lease.

(b) Notwithstanding the last sentence in paragraph (a) above, in the event that Lessee shall be reorganized, or shall be merged or consolidated with, or shall sell all or substantially all of its assets to, any other corporation, and the resulting, surviving, or successor corporation shall, as the result of such reorganization, merger, consolidation or sale, succeed to substantially all of the assets of the business of Lessee, and shall in writing undertake and assume all of the liabilities and obligations of Lessee under this Lease, such resulting, surviving, or successor corporation shall automatically and without the necessity of further assignment become and be the Lessee under this Lease in accordance with and subject to all of the terms, provisions, and conditions hereof. The original Lessee, if it shall not be the corporation surviving such reorganization, merger, or consolidation, shall thereupon be relieved and released from all obligations of this Lease.

BOOK 388 PAGE 500

23. CONDEMNATION:

(a) If during the term of this Lease, or any renewal thereof, title to the whole or any part of the Premises shall be taken by condemnation proceedings, right of eminent domain, or by private purchase by the condemning authorities in lieu thereof (hereafter referred to as the "proceedings"), the award or proceeds derived from said proceedings shall be apportioned in accordance with the provisions stated hereinafter. The date of the taking for purposes of this paragraph shall be the day in which title to the Premises vests in the condemning authority, pursuant to the said proceedings.

(b) Should the whole of the Premises be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, this Lease shall terminate upon the date of vesting of title or transfer of possession, whichever occurs earlier. Any rent paid after termination shall be refunded to Lessee.

(c) If, at any time during the term of this Lease, the entire Premises or substantially all of the Premises shall be taken, the Lessee shall receive that portion of the award or payment that represents the unamortized cost of the improvements to the Premises. In addition, Lessee shall be entitled to receive that portion of the award or payment that may be awarded as damages or paid as a result of such taking, commensurate with the loss of its leasehold, as well as damages for remodeling, renovation, and moving expenses, trade fixtures, and interruption or dislocation of business in the Premises. Lessor shall receive the remainder of any such award. For purposes of this paragraph, substantially all of the Premises shall be deemed to have been taken if the portion remaining could not reasonably be used after restoration, for the conduct and operation of a bank.

(d) Should any part of the Premises be taken or condemned, this Lease shall terminate with regard to that part of the Premises upon the date of vesting of title or transfer of possession, whichever occurs earlier, and there shall be a pro rata abatement of rent as to the part taken. In the event of a taking of any part of the buildings on the Premises, or a reduction of ten per cent (10%) or more of the front depth of the Premises as originally demised hereunder, or a reduction of twenty-five per cent (25%) or more of the total parking spaces, or the creation of a divided Premises, or a denial of adequate access to the Premises, whether or not a taking shall have occurred, but excluding a temporary denial of access not exceeding sixty (60) days, then Lessee may elect either to have a pro rata abatement of rent for the part taken or to terminate this Lease by giving notice of termination to Lessor at any time prior to or within a period of sixty (60) days after the date when possession of the part of the Premises affected was required by the condemning authority or the denial of access occurred. Any rent paid after termination shall be refunded to Lessee. If, as a result of any partial taking hereunder, Lessee elects for the Lease to continue, any award for such partial taking shall be divided between Lessor and Lessee in the same manner as described in paragraph (c) hereinabove.

(e) In the event the condemning authorities do not apportion their award between ground value and improvement value and the parties cannot agree to such apportionment, then each of the parties shall appoint a real estate appraiser at their expense who shall attempt to agree as to a fair apportionment of said award. In the event these two (2) real estate appraisers cannot agree, they shall jointly select a third real estate appraiser, the cost divided equally, and the decision of the majority of the three (3) real estate appraisers shall be binding.

24. LIENS: The Lessee shall not have the power to subject the interest of the Lessor in the Premises to any mechanics or materialmen's liens or lien of any kind. The Lessee will not permit or suffer to be filed or claimed against the interest of the Lessor in the Premises during the continuance of this Lease any lien or claim of any kind, and if such lien be claimed or filed, it shall be the duty of the Lessee, within thirty (30) days after the Lessor shall have been given written notice of such a claim having been filed or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice the receipt of such claim to the Lessee (whichever thirty (30) day period expires earlier) to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment to the court of the amount necessary to relieve and release the Premises from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, within such period of thirty (30) days, to cause the Premises and the Lessor's interest therein to be released from the legal effect of such claim.

25. RIGHT OF FIRST REFUSAL: Lessee shall have the right of first refusal to purchase the Premises as hereinafter set forth in this paragraph. If at any time during the term of this Lease, or any renewal or extension thereof, Lessor shall receive a bona fide offer from a third person for the purchase of the Premises, which offer Lessor shall desire to accept, Lessor shall promptly deliver to Lessee a copy of such offer, and Lessee may, within thirty (30) days thereafter, elect to purchase the Premises on the same terms as those set forth in such offer, excepting that Lessee shall be credited against the purchase price to be paid by Lessee with a sum equal to the amount of any brokerage commission, if any, which Lessor shall save by a sale to Lessee. If Lessor shall receive an offer for the purchase of the Premises, which is not consummated by delivering a deed to the offerer, Lessee's right of first refusal shall remain applicable to subsequent offers. If Lessor shall sell the Premises after a failure of Lessee to exercise its right of first refusal, such sale shall be subject to this Lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Premises. If any acceptable third party offer to Lessor for the Premises shall include other property, Lessee's right of first refusal shall be applicable to the Premises alone, at a purchase price which shall be that part of the price offered by the third person, which the value of the Premises shall bear to the value of all of the property included in such third party offer. If the Premises shall be conveyed to

Lessee under this right of first refusal, any prepaid rent shall be apportioned and applied on account of the purchase price.

In the event the foregoing right of first refusal is exercised, Lessor shall convey a merchantable title in fee simple to said real estate by good and marketable warranty deed free and clear of all liens and encumbrances whatsoever. Within thirty (30) days of the date of the exercise of any such option, Lessor shall furnish to Lessee a title insurance policy of a company acceptable to Lessee in its usual form, in the amount of the purchase price, showing good and merchantable title to the Premises to be in Lessor free and clear of all liens and encumbrances. Closing shall occur within sixty (60) days of the exercise. Rent shall be prorated as of the date of closing.

26. COVENANT NOT TO COMPETE: Lessor covenants and agrees that, during the term of this Lease, Lessor shall not, except with the written consent of Lessee, directly or indirectly, engage in or lease or permit to be occupied as a banking facility from any premises owned or leased by Lessor within a radius of five (5) miles from the Premises.

27. NOTICE: All notices required to be given to the Lessee under any provision hereof shall be conclusively deemed to have been delivered to the Lessee if the same be sent by certified mail with proper postage affixed thereto, addressed to the Lessee at Colonial Bank, 1928 First Avenue North, Birmingham, Alabama 35203, ATTN: W. P. Riley, Executive Vice President, (or such other address(s) as Lessee may notify Lessor of during this lease term), and with copies to Mr. Jerry Held, 2222 Arlington Avenue South, Birmingham, Alabama 35205. All notices herein required to be given to the Lessor may be given by certified mail with the proper postage affixed thereto, addressed to the Lessor at 4 Oak Ridge Drive, Pelham, Alabama 35124 (or such other address(es) as Lessor may notify Lessee of during this lease term).

28. NOTICES PERTAINING TO PREMISES: Lessor shall promptly forward to Lessee any notice or other communication received by Lessor from any owner of property adjoining or adjacent to the Premises or from any municipal or governmental authority regarding any hearing or other administrative procedure relating to the use of the Premises or any adjoining or adjacent property.

29. RECORDATION: Either Lessor or Lessee shall be entitled to record this Lease, at its expense.

BOOK 388 PAGE 564

30. ESTOPPEL CERTIFICATE: Lessor and Lessee each agree to certify in writing the status of this Lease and the rental payable hereunder, at any time, upon ten (10) days written notice. Such certificate shall be in a form reasonably satisfactory to any governmental authority or public agency or to a prospective purchaser from, or assignee or sublessee of, or holder of a security instrument executed by Lessor or Lessee, as the case may be. In addition to any other matters required, such certificate shall certify (i) the commencement date of the Lease term and the anticipated termination date thereof, (ii) whether or not this Lease is in full force and effect, (iii) whether or not this Lease has been modified, and if so, in what manner; (iv) the date through which rental payments have been made; (v) whether or not there are any known defaults under this Lease, and if so, specifying the particulars of such default and the action required to remedy it; and (vi) whether or not there are any set-offs against or defenses to the enforcement of the terms and conditions of this Lease, and if so, specifying the particulars of such set-offs or defenses.

31. HAZARDOUS SUBSTANCES:

(a) Lessee has obtained an environmental survey of the Premises performed on August 16, 1991, from ATEC Environmental Consultants. Lessor has made no independent investigation of the Premises. Lessor is not aware of any adverse information relating to hazardous or toxic wastes stored, buried or deposited at, on, under or near the Premises. Lessor hereby covenants with Lessee that it shall not deposit, bury, store or otherwise maintain within or near the Premises any material which is deemed to be hazardous or toxic according to Federal or State standards. Lessor shall hold harmless Lessee, its officers, agents and employees, from all claims and costs arising out of (i) Lessor's breach of the foregoing representations or covenant, or (ii) any pre-existing contamination of the Premises by any hazardous or toxic material located or found at, on, under or near the Premises.

(b) Lessee hereby covenants with Lessor that it shall not deposit, bury, store, or otherwise maintain within the Premises any material which is deemed to be hazardous or toxic according to Federal or State standards. Lessee shall hold harmless Lessor, its partners, officers, agents and employees from all claims and costs arising out of Lessee's breach of the foregoing covenant.

32. HOLDING OVER: Should Lessee continue to occupy the Premises after the expiration of the initial or any extended term of this Lease, and should Lessor elect to accept

rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

33. ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY:
This Lease contains the entire agreement between Lessor and Lessee, supersedes any and all other agreements, oral or written, and shall not be modified or waived in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first hereinabove written.

LESSOR:

Pamela C. Kittrell
PAMELA C. KITTRELL

LESSEE:

COLONIAL BANK,
an Alabama banking
corporation

By W. P. Riley
Its Executive Vice President

ATTEST:

By: _____
Its _____

BOOK 388 PAGE 565

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Pamela C. Kittrell, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of September, 1991.


NOTARY PUBLIC
My Commission Expires: 9/27/94

BOOK 388 PAGE 566

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. P. Riley, whose name as Executive Vice President of Colonial Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Colonial Bank.

Given under my hand this the 30th day of September, 1991.


NOTARY PUBLIC
My Commission Expires: 9/27/94

Ref: LR/18759

EXHIBIT "A"

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama, and run thence easterly along the south line of said quarter-quarter section a distance of 219.89' to a point, thence turn a deflection angle of 69 degrees 42' 38" left and run northeasterly a distance of 675.95' to the point of beginning of the property being described, said beginning point being at a point on the west right of way line of Highway No. 31 in a curve to the right having a central angle of 2 degrees 34' 45" and a radius of 2,390.74', thence continue along last described course along the chord of said curve a chord distance of 107.61' to a point, thence turn a deflection angle of 87 degrees 43' 49" left from chord and run west-northwesterly a distance of 170.00' to a point, thence turn a deflection angle of 95 degrees 30' 17" left and run south-southwesterly a distance of 198.69' to a point on the northerly right of way line of Shelby County Highway No. 105, thence turn a deflection angle of 102 degrees 09' 47" left and run easterly along the said right of way line of said Highway No. 105 a distance of 125.82' to a point, thence turn a deflection angle of 38 degrees 10' 47" left and run 62.88' to the point of beginning, containing 0.638 of an acre.

BOOK 388 PAGE 567

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

92 FEB 12 PM 2:43

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$706.50
2. Mtg. Tax	\$
3. Recording Fee	\$50.00
4. Indexing Fee	\$3.00
5. No Tax Fee	\$
6. Certified Fee	\$1.00
Total	\$260.50