BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 UCC-1-AL 2/1/90

## STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is prese filing pursuant to the Uniform Comme	ented to a Filing Officer for ercial Code.
1. Return copy or recorded original to:	Diffects Frederited.	THIS SPACE FOR USE OF FILING OFFICER	
FIRST AMERICAN BANK OF POST OFFICE BOX 100 PELHAM, AL 35124	PELHAM	Date, Time, Number & Filing Office	
Pre-paid Acct. #	(Last Name First if a Person)	-	* <del>*                                   </del>
			CHES.
S. N. O., INC.			7 7 2 5 2
2858 HIGHWAY 31 SOUTH			20 0 0 0 0
PELHAM, AL 35124			
Social Security/Tax ID#			, Nugara
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		11.10 SELECTION OF THE PARTY OF
Social Security/Tax ID #	<u> </u>	_	:
Additional debtors on attached UCC-E			
3. SECURED PARTY (Last Name First if a Person)		4. ASSIGNEE OF SECURED PARTY (IF A	ANY) (Last Name First if a Person)
FIRST AMERICAN BANK OF POST OFFICE BOX 100 PELHAM, AL 35124	PELHAM		
Social Security/Tax ID #			
Additional secured parties on attached UCC-E	· · · · · · · · · · · · · · · · · · ·		
5. The Financing Statement Covers the Following Ty	pes (or items) of Property:	<u> </u>	
F. THOMAS/THOMAS LEARN THE AMOUNT OF \$180,000 MORTGAGE HAVING BEEN P	ING CENTER, TLC, INC. OO PER ATTACHED "EX		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 1 \cap 2
Check X if covered: Products of Collateral are a 6. This statement is filed without the debtor's signature		7. Complete only when filing with the Judge of	Probate: 172,000.00
(check X, if so)  already subject to a security interest in another jurisdic		The initial indebtedness secured by this finance	cing statement is \$
already subject to a security interest in another juristic to this state.		Mortgage tax due (15¢ per \$100.00 or fraction 8.   This financing statement covers timber to	
which is proceeds of the original collateral describ	ed above in which a security interest is	indexed in the real estate mortgage records (Des an interest of record, give name of record own	scribe real estate and if debtor does not have
<ul> <li>perfected.</li> <li>acquired after a change of name, identity or corpor</li> </ul>	ate structure of debtor	Signature(s) of Se	ecured Party(ies)
as to which the filing has lapsed.	·	(Required only if filed without de	ebtor's Signature — see Box 6)
Signatura Mat Dahaa -(a)		Signature(s) of Secured Party(ies) or A	ssignee
Signature of Debtor(s)	<b>∕</b>	I enlerge	110/1
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or A FIRST AMERICAN BAN	
Type Name of Individual or Business	OFFICER CORV. ACKNOWN EDGENSENT	Type Name of Individual or Business	M. LINIEODM COMMEDCIAL CODE FORM LICC 1

COMMERCIAL LEASE This is a legally binding contract. If not undestood, seek competent advice. APPROVED BY BRIMINGHAM AREA BOARD OF REALTONS. STATE OF ALABAMA Count SHELBY This lease made this\_ day of \_\_\_\_April \_\_\_\_\_19\_92 by and between \_\_\_\_\_ S.N.O. Inc. Joyce Thomas and Robert F. Thomas Thomas Learning Center TLC, Inc. WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City Pelham , Alabama, Io-wit: Lot 1, according to the survey of Issis Subdivision as recorded in Map Book 16 Page 70 in the Probate Office of Shelby County, 'Alabama; beins situated in Shelby County, Alabama. Mineral and mining rights excepted. Subject to existing easements, if any, and the registery laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as a child daycare center d/b/a/ Thomas Learning and for no other or different use or purpose, for and during the term of five (5) years beginning on day of accompany, 1992, 1997. and ending on the in consideration whereof, the Lessee agrees to pay the Lessor's promoted to consideration whereof, the Lessee agrees to pay the Lessor's promoted to consideration whereof, the Lessee agrees to pay the Lessee 's promoted to consideration whereof, the Lessee agrees to pay the Lessee 's promoted to consideration whereof, the Lessee agrees to pay the Lessee 's promoted to consideration whereof, the Lessee agrees to pay the Lessee 's promoted to consideration where the lessee agrees are the lessee agrees to pay the Lessee 's promoted to consideration where the lessee agrees are the lessee agrees agree ag on the first day of each month of said term, in advance, as rent for said premises, the sum of Three\_Thousand and No/100ths----- DOLLARS (\$ 3,000.00 ) per month. being all the rate of Thirty-six Thousand and No/100ths-DOLLARS (\$ 36,000.00 ) per annum Lesses agrees that a Service and Bookkeeping charge of \$150.00 shall become due and payable each 7. end every month that the rent has not been received in the office of by the 10th of the month Lessor or if a check accepted as rent or other payment is returned unpaid to agent for any reason. Should premises be completed and turned over to Lessee either prior to, or after . 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. Lessor and Lesses agree that Lesses will deposit with Lessor's agent the sum of \$ 6,000.00 on the date of exoculton of this lease, to be hold, without interest payable to Leasee, as a security for the payment of rent and any and all other sums of money for which Lessoe shall or may become liable to pay to Lessor under this lease, and for the faithful performance by Lessee of all coverants and agreements under this lease waterdybeststands that water water the lease waterdybest to the coverants and agreements under this lease waterdybest to the coverants and agreements under this lease. KINTEN AND ARCHITECT AND BUTCH BOTTON BYTCH ARCHITECT BEFOREN AND AND AND REPORTED AND ARCHITECT AND ARCHITECT AND ARCHITECT A albaush sevenment and any claim, demand a final the amount of any claim, demand or cause of ection of Lessor against Lessoe under the provision of this leasn. 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 Lesser shall exercise due diligance and affect to place the Lesse. 22. In possession. Nothing herein contained shall be construed as a warranty that sold promises are in good condition or are fit or suit able for the use or purpose for which they are fel. 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 teased premise: and accepts the same in the physical condition in which the same new exists (except as otherwise expressly provided becein Lesson and Lasson expressly acknowledge that the Broker(s) have not made an independent investigation or determination with respect to the existence of non-existence of esbestes, PCB transformers, or other texte, hazardous or contaminated sufstances or gases, in, on, or about the preparty, or for the presence of underground storage tanks. Any such investigation or dete mination shall be the responsibility of Lesser and/or Lessee, and Broker(s) shall not be held responsible therefor. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lesser w repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lesse 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 root; nor shall the Lessor be liable for damages or injuries, arising from defects workmanship or materials, the Lessee hereby expressly waiving the same. Lesser and its agents, shall not be liable for any death follow, loss or domago resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on trate of, the Lessor, other than willfully wrongful acts of Lessor. In the event heating, ventilating and air conditioning equipment or a part of any air conditioning equipment is installed t Lessee on the roof of any building hereby leased, or in the event that the Lessee Installs a sign on the roof, then Lessee shall be responsible for repulring any roof looks, attributable to such installation, during the term of this tease at Lessee's sele cost a expense, but no such air conditioning equipment or sign may be installed until the consent in writing of the Lessor is list to and obtained thereto. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lesse will keep the downspouls, gutters and drains clean, open and free of obstruction, and in good working order. 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 promises connected therewith, but not hereby leased, unic and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Lessen : at the end of the term hereof, the Lassoe shall deliver the demised premises to Lassor in good repair and condition, reasons. west and leat excepted.

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and Showing 50. said promises as Lessor may down necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect sald gramts 51. all reasonable times and the right to show said premise to prospective tensmis and purchasers, and the right to display "For Sale" and "For Rent" signs on sald premises. 52.

> 53. Should the Losses fail to make repairs agreed to by him under this loase, the Lessor may enter the premises and make such repairs and collect the cost theroof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not 54. make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessue paint the out-55. skie of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let. 66. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lesson. 57. The consent to a particular alteration, addition, improvement or change shall not be decined a consent to, not a waiver of, a re-58. 59. striction against alterations, additions, improvements or changes for the future.

> Lussed will replace all plate and other glass, if and when broken, and falling so to do the Lessor may replace the same and the Lossoo will pay the Lessor the cost and expense thereof upon demand. Lessoe will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lesso rwill keep all elevators, heating, ventilating and air conditioning (FIVAC) 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 I asser 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 alevators, heating, ventilating and sir-conditioning (FIVAC) equipment, electric wiring, pipes, water closets, drains, and sewer tines 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, insolar 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 Lesser 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 thnes. 71.

The Losson agrees to pay all sower 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.

Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of promiums, public liability insurance in an amount of not less than \$1,000,000.00 backplayytex seedenthook seexpecsor cox as a residenteen. освинением выска висем выска выпоснициям выним выним выним выним выним выним выним выска выним в daning to keepen the inches inches the state of the control of the 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 lumish to Lessor certiflicates of all insurance required under this paragraph.

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.

If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the 87. street, the Lessee will keep the skiewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, 88. debits and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.

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 trussee, and such re-entry or re-fetting or both, shall not discharge the Lessee from any liability or obligation horounder, 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 ry-enter and re-fol, 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 horein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this tease as and when the same become due, the removal, attempt to remove or permitting to be removed from said promises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignou, or sub-tenant of the Lussee; the levy of an execution or other legal process upon the goods, lumiture, effects or other properly of the Lesson brought on the leased premises or upon the interest of the Lesson in this lease; the filling of a Petition in Dank. 100. rupley, a Polition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other 104. court officer, for the assots of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation 105. or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the 106. same are horeby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) fallote of the Lossee to 107. exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-felling or subfolling by the Lussee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the bessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the 110. Lesseo herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is 111. given by the Lessor to the Lessoe.

The Lessee shall not remove any of the goods, water or merchandise of the Lessee from said premises other than in the 113. 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.

Upon turningtion or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above, 115. or upon termination of this lease or re-entry of sold premises, the rents provided for in this lease for the balance of the original rental lumn, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be 117. and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the 118. promises shall have been surrendered to or taken by the Lessor. The Lessoe agrees to pay Lessor, or on Lessor's behalf, a reason-119. able attorney's lee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lassor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal 121. properly of the Lessee upon the said premises, or upon the interest of the Lessee in this lesse or in said premises, or in the event 122. 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 sald rents, as and when the same mature, and the faithful performance by the Lessee of all and singufar 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 forms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from lovy and sale, under the laws of any State or the United States.

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 promises for such term and for such use deemed as satisfactory to the £essor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount this under the terms of this lease and the balance to the Lesser and, sold 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, it 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,

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If this lease is terminated by the Leaser for any reason, including non-payment of rent, and the Leasen pays the rent, afternoys' less 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 Lesson'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

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 fixlures are to remain the property of the Lesson, and may be removed by the Lessee Iwo (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been compiled with by Lessae and provided said Lesses restores the building and premises to its original condition, normal wear and tear excepted.

Fire & Other Casually

In the event of the total destruction of, or partial damage to, the buildings upon the domised premises by fire or other cesualty, 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 152. proceeds are not prohibited, by reason of any mortgage provision, from being used lowerd 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 154. The date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the than replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, 156. within thirty (30) days after the occurrence of such causalty, terminate this lease. It Leasor exercises the above right to term-Inste this lease and Lessoe 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 Lesser's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient 160, to effect such restoration or repulsa, Lessor at its option may cancel this lesse by written notice to Lessee within Thirty (30). days after the occurrence of such casually. 161.

In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of 162. 163. 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 causalty. From the date of auch damage or destruction until seld building has been substantially repaired or restored, an equitable abatement of cent shall he allowed the Lessee.

Transferor Assignment, Conditions

Lease Assignment Fee Clause

Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-felling of said promises. or any part thereof, or any interest therein, shall be null and vold, unless the willion consent of the Lesser be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in willing, all the obligations of the Lesses hereumiter, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Losseo expressed or implied in this lease. If a known as a back to the tesea to the tesea to 173. XXXXXXXXXXXXXX assignment for to again the each nuclearny less consignation tracto.

Notices and Demanda

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 init on or in the lensed promises or shall be conclusively deemed to have been de-175. livered to the Lessoe if the same be deposited in the United States mall addressed to the Lessoe at the leased premises, with the 177. proper postage ellixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, 178. Addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in core of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.

Commission Agreement

THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE 180. BIRMINGHAM AREA BOARD OF REALTORS\*, INC., BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER 182. AND THE CLIENT.

Lessor in consideration of the services rendered by

as agent of

Lessor in lessing said premises to Lessee, does hereby authorize said 185. Its successors or easigns, to collect and receipt for the rents payable hereunder during the entire term kereol and any renewals 100. or exhausions of the within leasn, whether renewed or extended, or the premises re-leased to the Leasee hereunder, or Lessen's 107. successors or assigns, and hereby agrees to pay to the said successors of assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, per cont of all rants paid by virtue thereof, whether or not allected by

an amount equal to 190. or any other person, then or corporation, or whether or not said rent is paid direct to

191. Its successors or assigns, payment of said commissions to be made as and when routs are received by the Lessor, its its accessors or assigns shall be entitled to said 192, successors or easigns, and the said 193. commission from the present Losson, the Losson's personal representative holes, successors, assigns or grantees in title 194. of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.

II the As a further consideration for the corvices rendered by 196. Term of this lease is for Iwelve (12) months or loss the Lassor agrees to pay the agent % of all rents paid as commission % provided for in the preceding paragraph; if the term of this lease is in excess of one year 197. Instead of the aforomentlemed 198. and less than three years, Lessor agrees that he addition to Said commission provided in the preceding paragraph, said agent rent payable hereunder, or, it this lease term is for livee years or more, to receive shall be entitled to receive ront payable hereunder, but perceptage commission stated above shall not apply on said first month's ront; continuous shall not be paid to the agent for any lease conswal or extension to the 201. and this additional 202. herein named Lossee.

In the event the within lease is cancelled or terminated by viring of any act or default by the Lessor, including the sale of 204. 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 befor cancelled or forminated.

, as agent, a commission of The undersigned Lessoy agrees to pay to as compensation for services rendered it: (1) Lessor and Lessee enter into an agreement whereby Lessee agrees to purchase the subject property from the Lessor during the form of this Lesse or any extension thereof; or (2) said property or by the undersigned Lossor or by or through yd reriferiw heenel ro bloe ei anyone else duting the term of the lease; or (3) any contract for the sale or lease of said proporty is made directly or indirectly by the understoned Lessor prior to said expiration of said Lease; or (4) within one year after the expiration of the Lease, said 211. properly is sold or leased to the Lossoe. If the subject properly is owned by a corporation and the Logsor elects to effect a sain 212. the full agreed companto the Lessen by a sale of slock rether than assets, the Lesser shall pay to 214, sation for services rendered.

Agenta Repair and Improvement

If the Lessor undertakes to make any improvements or repairs on the lessed premises during the term of hije lease, the , and if the agent supervises the same, the Lessor agrees to pay the said agent a reasoncost of which exceeds \$ able fee for the additional services rendered. 070E

Lessee Wi Hold Hermiese	27 27	B. caused by any default mustilled hereunder on the part of the Lessee. Lesse the indensative and save frames Lesses and Lesses agent from the cost, damage and/or expenses caused by injurities indensative and save frames Lesses and Lesses agent from the cost, damage and/or expenses caused by injurities persons or property white in, on or about the definited premises, not aliributable to the willfully wrongful act of the Lesser or Lessor's agent. Any property stored in the demised premises shall be at the solorisk of Lesses.
Waiver of Subrogatio	22 22 22	he insurance policies with extended coverage endorsements, irrespective of whether such loss of 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.
Holdover	228 228 228	. Whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufference and in event a language from
Non- Walver	230 231 232 233 234	lense, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such coverant 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 horsel, shall not be deemed a waiver of such breach, and no waiver by the Lessor of
Hon-Walver Eminent Domain and Comfess Hellos	238 239 240 241, 242, 243, 244, 245, 246, 247,	similar power of taking, and any purchase or acquisition in tiou of condemnation), or in the event the improvements are condemned and ordered form down or removed by tawful nuthority, then the term of this lease shall coase as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered form down or removed, whichever may 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, however, if as a result of a partial taking of the demised premies by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-live percent (25%), the Lessor may elect to continue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with shortent, signs and interior of urgan appoarance and utility as they had previous to the taking but there will be present as
Subordina- tion/ Attornment	249, 250, 251, 252, 253.	At the option of Lessor this Lease may be subordinated to the lien of any mortgage or mortgages, or the flor resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances herefolore made or hereafter to be made upon the security thereof. The Lesses agrees to execute and dollver to the Lessor from time to time within ten (10) days after written request by the Lessor all instruments which might be required by the Lessor to confirm such subordination.
Clean Premises Upon Tambas	254. 255. 256.	The Lesses herby agrees that upon the expiration or prior termination of this lease, the Lesses will promptly remove from the leased promises all algas, track, debuts and property of the Lesses, and the Lesses will leave the floors, stake, passage ways, elevators and shalls as clean as it is possible to clean thom by means of the use of broom and shovel.
Termina- tion, etc. Taxes and insurance	257. 258. 259. 260. 261.	Schiente ese set stade seaxed at a tea is a distribution of the constant where where the tea mean party and the constant where a sea to be the season of the constant of the c
Addendum Clause	263, 264, 265.	This lease consists of 4 pages logaliter with an Addendum of 2 pages which is attached hereto, 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 shall prevail.
	266. 267,	It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-
:		FURTHER TERMS AND CONDITIONS MADE A PART HEREOF
1		SEE ATTACHED ADDENDUM
. •	,	
•	IN	WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presente this
	day of .	April 1992
Y.	DAKAN	S.N.O. Inc.
		for Lesson Steve Issis, President
¥	/itnese	or Lessee  Joyce Thomas  Lessee  Lessee
	· ·	RF Thowas

(L.8)

## ADDENDUM TO COMMERCIAL LEASE

This Addendum dated April 15, 1992, is made a part of and incorporated by reference into that certain Commercial Lease Agreement of same date. Lessor and Lessee further agree as follows:

- The deposit amount of \$6,000.00 provided for under the terms of this lease shall be non-refundable and shall be applied by Lessor towards the first and last month's rental payments due from Lessee under the terms of this lease.
- Lessee shall have the option to renew this lease agreement for an additional five (5) year period upon such terms and conditions as are agreed upon by Lessee and Lessor at the time of such renewal.
- In the event any installment of rent due under this lease remains unpaid for more than thirty (30) days beyond the due date of such installment, Lessee's option to renew this lease for an additional five (5) year period and Lessee's option to purchase the leased premises as provided below shall be null and void and of no force and effect. Nothing in this paragraph shall be construed to modify or limit any other right Lessor may have under this lease in the event of Lessee's failure to pay any rental amount due hereunder.
- Lessee shall be responsible for any and all property owned by the Lessee on the leased premises and Lessee shall be responsible for obtaining insurance, if any, for such property of Lessee.
- As a part of this lease and subject to all the terms and conditions thereof, pursuant to the above-recited consideration, Lessee shall have the option to purchase the leased premises at anytime before the expiration of the term of the lease agreement for the full purchase price of Two Hundred and Seventy-five Thousand and No/100ths (\$275,000.00) Dollars if purchased within the first two (2) years of the lease term or for the full purchase price of Two Hundred and Fifty Thousand and No/100ths (\$250,000.00) Dollars if purchased during the third through the fifth years of the lease agreement until the expiration of the lease agreement, subject, however to the following terms and conditions:
  - a. That said lease agreement referred to herein shall be in full force and effect and that the same has not been cancelled or terminated.
  - b. That Lessee shall be current in all rental payments due under the lease agreement.
  - c. Lessee and Lessor agree to divide equally the costs of the title insurance policy. All other closing costs shall be paid by the Lessee.
  - d. At closing the Lessors will give a general warranty deed to the Lessee with exceptions only for easements, restrictive covenants, building lines of record provided that none of the foregoing materially impair use of the property for commercial purposes. The property is sold and is to be conveyed subject to any mineral and mining rights not owned by the Lessor and subject to a commercial zoning classification and IS NOT located in a flood plain unless otherwise agreed herein.

- e. Should they agree to share the fees of a closing attorney hereunder, the Lessee and the Lessor acknowledge that each has a right to be represented at all times in connection with this Contract at the closing by an attorney of their own choosing, at their own expense.
- f. The Lessor agrees to furnish the Lessee a standard form owner's title insurance policy at the Lessor's expense, issued by a company qualified to insure titles in Alabama, in the amount of the purchase price, insuring the Lessee against loss on account of any defect or encumbrance in the title, subject to any exceptions herein; otherwise, the earnest money shall be refunded and the lease shall be voided. In the event both Owner's and Mortgagee's title policies are obtained at the time of closing, the total expense of procuring the two policies will be divided equally between the Lessor and the Lessee, even if the Mortgagee is the Lessor.
- The Lessee has inspected the Property and, without relying on any representation or warranty from the Lessors or Broker or any salesperson or any printed or written description of the Property, accepts the Property in its present "as is" condition, including ordinary wear and tear to closing date, subject only to the following:

Lessors' initials S-7 Les

h.

Lessee's initials RV

The Lessee and the Lessor agree that this lease contains all the agreements in all matters pertaining to the renting of said premises and that this agreement shall be binding on the heirs, successors and assigns of the Lessee and the Lessor.

- i. In the event this option to purchase is exercised by Lessee, Lessor agrees that at the time of purchase they Lessor will execute to the Lessee a General Warranty Deed upon the payment to Lessor of the full purchase price as stated above.
- j. This option to purchase is solely for the benefit of Lessee and cannot be assigned or transferred by Lessee.

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto set their hands and seals on this the \_\_\_\_\_\_ day of April, 1992.

Witness

S.N.O., INC.

By:

Steve Issis, President-Lessor

Joyce Thomas - Lessee

RF Thomas

Robert F. Thomas - Lessee

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