

**STATE OF ALABAMA – UNIFORM COMMERCIAL CODE – FINANCING STATEMENT
FORM UCC-1 ALA.**

Important: Read Instructions on Back Before Filling out Form.

<input type="checkbox"/> The Debtor Is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
1. Return copy or recorded original to: FIRST AMERICAN BANK OF PELHAM POST OFFICE BOX 100 PELHAM, AL 35124		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. # _____ 2. Name and Address of Debtor (Last Name First if a Person) S. N. O., INC. 2858 HIGHWAY 31 SOUTH PELHAM, AL 35124		<div style="writing-mode:vertical-lr; transform:rotate(180deg); font-weight:bold;">Inst # 1992-27998</div> <div style="writing-mode:vertical-lr; transform:rotate(180deg); font-weight:bold;">11/24/1992-27998</div> <div style="writing-mode:vertical-lr; transform:rotate(180deg); font-weight:bold;">08:15 AM CERTIFIED</div> <div style="writing-mode:vertical-lr; transform:rotate(180deg); font-weight:bold;">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="writing-mode:vertical-lr; transform:rotate(180deg); font-weight:bold;">18.00</div>	
Social Security/Tax ID# _____ 2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)			
Social Security/Tax ID # _____ <input type="checkbox"/> Additional debtors on attached UCC-E			
3. SECURED PARTY (Last Name First if a Person) FIRST AMERICAN BANK OF PELHAM POST OFFICE BOX 100 PELHAM, AL 35124		4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
Social Security/Tax ID # [REDACTED] <input type="checkbox"/> Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types (or Items) of Property: ASSIGNMENT OF LEASE DATED 4-15-92 BETWEEN NATHAN THOMAS LOVOY D/B/A NATE'S PIT STOP AND S. N. O., INC. IN THE AMOUNT OF \$120,000.00 PER ATTACHED "EXHIBIT B"			
		5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 1 0 2	
Check X if covered: <input type="checkbox"/> Products of Collateral are also covered.			
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so). <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ 117,302.50 Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ PREVIOUSLY PAID	
		8. <input type="checkbox"/> This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)	
		Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature — see Box 6)	
_____ Type Name of Individual or Business		_____ Type Name of Individual or Business	

(1) FILING OFFICER COPY - ALPHABETICAL (2) FILING OFFICER COPY - NUMERICAL (3) FILING OFFICER COPY - ACKNOWLEDGEMENT (4) FILE COPY - SECOND PARTY(S) (5) FILE COPY DEBTOR(S)

STANDARD FORM—UNIFORM COMMERCIAL CODE — FORM UCC-1 Approved by The Secretary of State of Alabama

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

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS®
7/27/88
(Previous forms obsolete)

STATE OF ALABAMA

SHELBY

County

This lease made this 15 day of April 1992 by and between S.N.O., Inc.

hereinafter called "Lessor", by Nathan Thomas Loyoy hereinafter called "Lessee":

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

LOT 2, ACCORDING TO THE SURVEY OF ISSIS SUBDIVISION AS RECORDED IN MAP BOOK 16 PAGE 70 IN PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as an Automobile Garage d/b/a Nate's Pit Stop

- | | |
|----------------------------------|---|
| Use | |
| Term | and for no other or different use or purpose, for and during the term of <u>five (5) years</u> beginning on the <u>1st</u> day of <u>Sept</u> , 1992 and ending on the day of <u>Aug 31</u> , 1997 |
| Rent | <p>1. In consideration whereof, the Lessee agrees to pay the Lessor <u>agent at office of said agent</u></p> <p>2.</p> <p>3. on the first day of each month of said term, in advance, as rent for said premises, the sum of <u>Two Thousand and</u></p> <p>4. <u>No/100ths</u>-----DOLLARS (\$ 2,000.00) per month,</p> <p>5. being at the rate of <u>Twenty-four Thousand and No/100th</u>-DOLLARS (\$24,000.00) per annum.</p> <p>6. Lessee agrees that a Service and Bookkeeping charge of \$100.00 shall become due and payable each</p> <p>7. and every month that the rent has not been received in the office of Lessor by the 10th of the month,</p> <p>8. or if a check accepted as rent or other payment is returned unpaid to agent for any reason.</p> <p>9. Should premises be completed and turned over to Lessee either prior to, or after</p> <p>10. 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</p> <p>11. next calendar month.</p> |
| Deposit | <p>12. Lessor and Lessee agree that Lessee will deposit with Lessor's agent the sum of \$ 4,000.00 on the date of</p> <p>13. execution of this lease, to be held, without interest payable to Lessee, as a security for the payment of rent and any and</p> <p>14. all other sums of money for which Lessee shall or may become liable to pay to Lessor under this lease, and for the faithful</p> <p>15. performance by Lessee of all covenants and agreements under this lease, which deposit to be returned to Lessee at expiration of</p> <p>16. term of this lease or any extension thereof, provided Lessee shall have made all payments and performed</p> <p>17. all obligations and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand</p> <p>18. or cause of action of Lessor against Lessee under the provision of this lease.</p> |
| Quiet Enjoyment | <p>19. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in</p> <p>20. 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-</p> <p>21. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessor</p> <p>22. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-</p> <p>23. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with</p> <p>24. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises</p> <p>25. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)</p> |
| Condition of Premises | |
| Hazardous Substances | <p>26. Lessee and Lessor expressly acknowledge that the Broker(s) have not made an independent investigation or determination</p> <p>27. with respect to the existence or non-existence of asbestos, PCB transformers, or other toxic, hazardous or contaminated sub-</p> <p>28. stances or gases, in, on, or about the property, or for the presence of underground storage tanks. Any such investigation or deter-</p> <p>29. mination shall be the responsibility of Lessor and/or Lessee, and Broker(s) shall not be held responsible therefor.</p> |
| Roof | <p>30. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will</p> <p>31. repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor</p> <p>32. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the</p> <p>33. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective</p> <p>34. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,</p> <p>35. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf</p> <p>36. of, the Lessor, other than willfully wrongful acts of Lessor.</p> |
| Air Conditioning and Signs | <p>37. In the event heating, ventilating and air conditioning equipment or a part of any air conditioning equipment is installed by</p> <p>38. 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 re-</p> <p>39. sponsible for repairing any roof leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and</p> <p>40. expense, but no such air conditioning equipment or sign may be installed until the consent in writing of the Lessor is first had</p> <p>41. and obtained thereto.</p> |
| Roof and Drains, etc., Debris On | <p>42. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee</p> <p>43. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.</p> |
| Repairs | <p>44. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any</p> <p>45. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless</p> <p>46. and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Lessee and</p> <p>47. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable</p> <p>48. wear and tear excepted.</p> |

	50. said premises as Lessor shall deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises.
Failure of Lessee to Repair	53. Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.
Signs	56. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.
	58. The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future.
Alterations and Improvements by Lessee	60. Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessor will keep all elevators, heating, ventilating and air-conditioning (HVAC) 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.
Upkeep	65. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.
Compliance With Law	70. at all times.
	72. The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.
	74. shall constitute a default under the terms of this lease.
Public Liability Insurance And Indemnity	75. Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$1,000,000.00 to indemnify and hold the Lessor, Lessor's agents, servants, employees, and employees of the Lessor harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, which may be asserted against or incurred by the Lessor, Lessor's agents, servants, employees, and employees of the Lessor, or the Lessee, or any of them, on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.
Defects In Premises	83. 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.
Snow, Ice, Trash	86. If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.
Events of Default	89. Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and loss commission) collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.
Removal of Goods	112. The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.
Acceleration of Rent	114. Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Default-Attorney Fee and Cost	120. of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Waiver of Exemptions	126. rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Abandonment	127. In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed as satisfactory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the terms of this lease and the balance to the Lessor and, said leasing shall not release the Lessee from liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.
Re-Letting	134. shall be payable to the Lessor on the first day of each month for the residue of the term hereof.

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

Reinstatement 139. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorneys' fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.

Improvements and Additions Property of Lessor 143. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.

Fire & Other Casualty 148. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within Thirty (30) days after the occurrence of such casualty.

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

Transfer or Assignment, Conditions 167. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessor expressed or implied in this lease. If a lease assignment is not submitted to this Lessor or any other known assigns before expiration of this lease, then the Lessor or his subsequent assigns shall pay to the Lessee or his assigns \$1000.00 for each and every lease assignment made.

Lease Assignment Fee Clause 171. xxxxxxxxxxxxxxxxxx

Notices and Demands 174. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.

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

183. Lessor in consideration of the services rendered by _____ as agent of _____

184. Lessor in leasing said premises to Lessee, does hereby authorize said _____

185. its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's successors or assigns, and hereby agrees to pay to the said _____ its

186. successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided, an amount equal to _____ per cent of all rents paid by virtue thereof, whether or not affected by

187. or any other person, firm or corporation, or whether or not said rent is paid direct to _____

188. its successors or assigns, payment of said commissions to be made as and when rents are received by the Lessor, its successors or assigns, and the said _____ its successors or assigns shall be entitled to said

189. commission from the present Lessor, the Lessor's personal representative, heirs, successors, assigns or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described.

195. As a further consideration for the services rendered by _____ if the

196. term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent _____ % of all rents paid as commission

197. instead of the aforementioned _____ % provided for in the preceding paragraph; if the term of this lease is in excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding paragraph, said agent shall be entitled to receive _____ rent payable hereunder, or, if this lease term is for three years or more, to receive

198. _____ rent payable hereunder, but percentage commission stated above shall not apply on said first month's rent; and this additional _____ rent commission shall not be paid to the agent for any lease renewal or extension to the

199. herein named Lessee.

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

206. The undersigned Lessor agrees to pay to _____, as agent, a commission of _____

207. as compensation for services rendered if: (1) Lessor and Lessee enter into an agreement whereby Lessee agrees to purchase the subject property from the Lessor during the term of this Lease or any extension thereof; or (2) said property is sold or leased whether by _____ or by the undersigned Lessor or by or through

208. anyone else during the term of the lease; or (3) any contract for the sale or lease of said property is made directly or indirectly by the undersigned Lessor prior to said expiration of said Lease; or (4) within one year after the expiration of the Lease, said property is sold or leased to the Lessee. If the subject property is owned by a corporation and the Lessor elects to effect a sale to the Lessee by a sale of stock rather than assets, the Lessor shall pay to _____ the full agreed compensation for services rendered.

Agents Repair and Improvement 215. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the cost of which exceeds \$ _____, and if the agent supervises the same, the Lessor agrees to pay the said agent a reasonable fee for the additional services rendered.

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:

1. The deposit amount of \$4,000.00 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.
2. 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.
3. 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 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.
4. 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.
5. 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 15 day of April, 1992.

Chester A. Long
Witness

Witness

S.N.O., INC.

By: Steve Issis

Steve Issis, President-Lessor

Nathan Thomas Lovoy
Nathan Thomas Lovoy - Lessee

Inst # 1992-27998

11/24/1992-27998
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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