

6/4/93
 STATE OF ALABAMA)
 JEFFERSON COUNTY)

SUBLEASE AGREEMENT

THIS AGREEMENT OF SUBLEASE made and entered into on this the 8 day of April, 1993, by and between HONTZAS PROPERTIES, an Alabama general partnership (hereinafter referred to as "Lessor") and GPG, INC., an Alabama corporation d/b/a "JOHN'S" (hereinafter referred to as "Lessee"):

W I T N E S S E T H:

That Lessor, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by the Lessee, demises and leases to the Lessee, and the Lessee does hereby take, accept and rent from the Lessor, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth:

1. PREMISES.

The premises demised and leased hereunder situated in Jefferson County, Alabama, and more particularly described as follows, to-wit:

Lot 1, the West one-half of Lot 2, Lot 3, all in Block 100 according to the present plan and survey of the City of Birmingham by the Elyton Land Company, also known as 112 21st Street North, Birmingham, Alabama 35203

The demised premises, together with the buildings and improvements thereon, shall be hereinafter referred to as the "Demised Property".

2. USE.

The Demised Property may be used for any and all lawful purposes.

3. TERM.

The lease term shall be for a period of ten (10) years, commencing on the 1st day of April, 1993, and ending on the last day of March, 2003.

Inst # 1993-12898

05/06/1993-12898
 02:15 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
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4. RENTAL.

(a) During each rental year for the first five (5) years, Lessee covenants and agrees to pay to Lessor the Basic Rental of Fifteen Thousand Dollars (\$15,000.00) per month.

(b) During each rental year for the last five (5) years, Lessee covenants and agrees to pay to Lessor, as the Basic Rental during each rental year, the greater of: (i) Five percent (5%) of the gross receipts less all ad valorem taxes and insurance payments; or (ii) Fifteen Thousand Dollars (\$15,000.00) less all ad valorem taxes and insurance payments.

(c) Lessee shall pay to Lessor the Basic Rental, as herein provided, in equal monthly installments in advance on the first day of each full calendar month during the Term, without deduction or set-off. The first such payment shall also include any prorated Basic Rental for the period from the Commencement Date of the Term to the first day of the first full calendar month in the Term.

(d) Lessee agrees that a service and bookkeeping charge of five percent (5%) of the monthly rental amount due and owing shall be due and payable each and every month that the rent has not been received by the Lessor by the tenth (10th) of the month.

(e) "Insurance as used in this paragraph 4 shall include, but is not limited to, fire and extended casualty, flood, business interruption, liability, plate glass, etc. The term "insurance" shall not include life insurance policies of any nature.

(f) "Gross Receipts" means the actual sales prices of all goods, wares, and merchandise sold, all revenues and income derived from the operation of John's Restaurant at the Demised Property and the actual charges for all services performed by Lessee at, or from the Restaurant whether for cash, credit, or otherwise, without reserve or deduction for inability or failure to collect, including, without limitation, sales, receipts, and services (1) where the orders therefor originate in, at, or from the Restaurant, whether delivery or performance is made from the Restaurant or from some other place, (2) made or performed by mail, telephone, or telegraph orders received at the Restaurant (3) made or performed by means of mechanical and other vending devices in the Restaurant, whether for the sale of goods, services, amusement, or otherwise, (4) which Lessee in the normal and

customary course of its business, would credit or attribute to its operations at the Restaurant or any part thereof. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, irrespective of the time when Lessee receives payment therefor.

The following shall be excluded from Gross Receipts: (1) any exchange of merchandise between stores of Lessee where such exchange is made solely for the convenient operation of the Lessee's business and not for the purpose of consummating a sale made in, at, or from the Restaurant, (2) returns to brokers, shippers or manufacturers, (3) cash or credit refunds to customers on transactions, otherwise included in Gross Receipts, (4) sales of fixtures, machinery, or equipment which are not stock-in-trade, (5) sales taxes, so-called luxury taxes, consumers' excise taxes, gross receipts taxes, and other similar taxes now or hereafter imposed upon the sale of merchandise or services, but only if charged and collected separately from the sales prices of merchandise or services. No franchise or capital stock tax and no income or similar tax based on income or profits shall be deducted from Gross Receipts.

(g) For the purpose of permitting verification by Lessor of any amounts due on rentals, Lessee will keep and preserve for at least three (3) years original or duplicate books and records which shall disclose all information required to determine Gross Receipts. Lessor, the partners of Lessor, its employees and accountants shall have the right, during business hours, to inspect such books and records and to make any examination or audit thereof which Lessor, upon giving Lessee ten (10) days notice, may desire. If such audit shall disclose a deficiency in the payment of Percentage Rentals, then such deficiency shall become immediately due and payable. In addition, if Lessee's statement shall be found to have understated Gross Receipts by three percent (3%) or more, then Lessee shall pay all of Lessor's reasonable audit and other costs and expenses related thereto.

Lessee further agrees to deliver or cause to be delivered to Lessor a written report signed by Lessee or by an authorized agent of Lessee within fifteen (15) days of the end of each calendar month, showing the Gross Receipts made in the preceding rental month. Lessee shall make any additional payments due and owing to Lessor pursuant to paragraph 4(b)(ii) (percentage rental) with the submission of the written report. Lessee further agrees to deliver or cause to be delivered to Lessor a written report signed by Lessee or by an authorized agent of Lessee within sixty (60) days of the

end of the rental year (April-March 31) showing the Gross Receipts made in the preceding year. In the event the Lessee has underpaid the total rental due and owing to Lessor, the Lessee shall promptly pay, upon demand in writing, all monies due and owing to Lessor. In the event the Lessee has paid more than the total rental due and owing for the rental year, the Lessee shall receive credit for the overage in the next rental year, beginning with the first payment. In the event the Lessee overpays in the final year of this Lease, the Lessor shall refund said overage to Lessee promptly, upon demand in writing, for said refund.

5. TAXES AND INSURANCE.

As additional rental, Lessee shall, during the term of this Lease:

(a) Pay and discharge punctually as and when the same shall become due and payable, without penalty, all ad valorem taxes (hereinafter called "Taxes").

(i) The Lessee shall have the right to contest or review by legal proceedings any such tax assessment at its own cost and expense, and if necessary, in the name of and with the cooperation of the Lessor.

(ii) Nothing herein or in this lease otherwise contained, shall require or be construed to require Lessee to pay any inheritance, income, estate, succession, franchise, gift, excise or profit taxes which are or may be imposed upon Lessor, its successors or assigns.

(b) Lessee will procure, at its own expense, and will keep in force for the term of this lease, insurance on the building and all alterations and additions and improvements made thereto on the leased premises against loss or damage by fire with extended coverage, said insurance to be with a responsible insurance company, in the amount equal to one hundred per cent (100%) of the full insurable value of the replacement cost of said building, which policy shall be payable to the Lessor, Hontzas Properties as the named insured. It is understood and agreed that Lessee assumes all risk or loss or damage to the Demised Property and to its own property, whether the same is lost or damaged by fire, theft, other casualty or otherwise.

6. PROTECTION OF LESSOR.

(a) Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee and that Lessee will at all times protect, indemnify and save and keep harmless Lessor against and from any and all claims, loss, cost, damage or expense, arising out of or from any accident or other occurrence, in, on, or about the Demised Property, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless Lessor against and from any and all claims, loss, cost, damage or expense, arising out of any failure of Lessee in any respect to comply with and perform all requirements and provisions of this Lease.

(b) In furtherance thereof, Lessee shall, at its own cost and expense, provide and keep in force during the term of this Lease, general public liability insurance in the amount of One Million Dollars (\$1,000,000) for injury to any one person and in the amount of Three Million Dollars (\$3,000,000) in the aggregate for injury to two or more persons arising from any one accident; and property damage insurance in the sum of Five Hundred Thousand Dollars (\$500,000). Such policy or policies shall include the Lessor as an assured. Lessee shall furnish Lessor with a certificate or duplicate policy evidencing such insurance.

7. REPAIRS.

Lessee shall keep and maintain the roof over the Demised Property and the structural portions of the Demised Property in good repair

Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replacement if necessary) the Demised Property and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Property or under the floor slab including free flow up to the main sewer line; all heating and air conditioning equipment and apparatus including exterior mechanical equipment; exterior utility facilities and exterior electrical equipment serving the Demised Property; and, all plate glass, interior walls, floors and ceilings, including interior painting; and shall at all times comply with applicable building codes. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after written

notice from Lessor, Lessor may, but shall not be required to do so, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand.

The Lessee shall, at its own expense, make all necessary repairs and replacements to the Demised Property and to the pipes, heating system, plumbing system, window glass, fixtures and all other appliances and appurtenances belonging thereto, all equipment used in connection with the Demised Property, and the sidewalks, curbs and vaults adjoining or appurtenant to the Demised Property. Such repairs and replacements, interior or exterior, ordinary as well as extraordinary, and structural and well as non-structural, shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work. On default of the Lessee in making such repairs or replacements, the Lessor may, but shall not be required to, make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectible as additional rent.

8. NET LEASE.

It is the intent of the parties hereto that the Lessee will bear all expenses relating to the Demised Property, including but not limited to, taxes, insurance, repairs, destruction, assessments or any other charges arising from the land and improvements located thereon or the business conducted therein. The Lessor may, but shall not be required to, pay any such charges for the Lessee's account and the expense thereof shall constitute and be collectible as additional rent.

9. UTILITIES AND LIENS.

Lessee shall pay promptly all charges for heat, light, power, gas, water, sewer service and other utilities used in or upon the Demised Property. Lessee shall pay promptly for garbage and sewage removal and waste removal, if any. Lessee shall pay promptly all bills for materials furnished or labor performed by Lessee, or at Lessee's instance and request in connection with any repairs, alterations, improvements, decorating, installation of fixtures and equipment on the Demised Property and to keep said premises free from all claims for liens for work, labor or materials on account thereof.

10. SURRENDER OF PREMISES.

At the expiration of the tenancy hereby created, Lessee shall surrender the Demised Property in the same condition as the Demised Property was in upon delivery of possession thereto under this Lease and any addition thereto in as good condition as when

completed, reasonable wear and tear excepted, and shall surrender all keys for the Demised Property to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Demised Property. Lessee shall remove all its trade fixtures and furniture as provided in paragraph 20 hereof, before surrendering the premises as aforesaid, and shall repair any damage to the Demised Property caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease, and any and all improvements made to said premises during the term of this Lease shall become the property of the Lessor.

11. FIRE OR CASUALTY.

(a) In the event of damage to or destruction of the Demised Property by fire or other casualty, the Lessee, at its sole expense, shall promptly restore the Demised Property as nearly as possible to its condition prior to such damage or destruction. All insurance proceeds received by the Lessor pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be held in trust and applied by the Lessor to the payment of such restoration, as such restoration progresses. There shall be no abatement of rent during the period of any such restoration, except if there is substantial interference with the operation of the Lessee's business in the Demised Property requiring the Lessee to temporarily close its business to the public. There shall be no abatement of rent for any reason.

(b) If at any time within thirty-six (36) months prior to the end of the original lease term the Demised Property is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for use and repair or restoration is not economically feasible, the Lessee may terminate this Lease on notice of at least ten (10) days and no more than thirty (30) days. The Lessor may terminate this Lease on notice of at least ten (10) days and no more than thirty (30) days. If the Lease shall so terminate, all rent shall be apportioned to the date of termination and all insurance proceeds shall belong to the Lessor. If the Lease is so terminated, the Lessee shall remain liable to Lessor for the full replacement cost of the building less any insurance proceeds received by the Lessor.

(c) If the Lease is not so terminated and the proceeds of insurance are insufficient to pay the full cost of repair or restoration, the Lessee shall pay the deficiency.

(d) Except as provided in subparagraph (a) and (b) of this paragraph, if the Demised Property or any part thereof, or the furniture, furnishings and fixtures therein shall be destroyed or damaged, such fact shall not affect the provisions of this Lease, any law, rule or regulation to the contrary notwithstanding, and the Lessee's obligation under this Lease, including the payment of rent and other charges, shall continue without abatement of any kind.

(e) Lessee will procure, at its own expense, and will keep in force for the term of this Lease, business interruption insurance, said insurance to be with a responsible insurance company.

12. EMINENT DOMAIN.

(a) If the Demised Property, or such portion thereof as to render the balance reasonably unsuitable for the purposes of Lessee, shall be taken by condemnation or right of eminent domain or by private purchase in lieu thereof, either party, upon written notice to the other, shall be entitled to terminate this Lease, provided that such notice is given within thirty (30) days after such taking. Should any part of the Demised Property be so taken or condemned and should this Lease be not terminated in accordance with the foregoing provision, the Lessor agrees promptly after such taking or condemnation to expend so much as may be necessary of the net amount which may be awarded to it in such condemnation proceedings in restoring the Demised Property to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Lessor be insufficient to cover the cost of restoring said building as estimated by Lessor's architect, Lessee shall be obligated to apply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence. Where Lessee has not already exercised any right of termination hereinabove accorded to it, Lessor shall notify Lessee of Lessor's election within ninety (90) days after the final determination of the amount of the award.

(b) All compensation awarded or paid upon such a total or partial taking of the Demised Property shall belong to and be the property of Lessor; provided, however, that any award for Lessee's trade fixtures installed by Lessee in the Demised Property shall belong to Lessee. In the event of termination of the Lease as aforesaid, the Lessee shall have no claim against Lessor for the value of any unexpired term of its lease and no right or claim to any part of the award on account thereof.

(c) In the event this Lease is not terminated in accordance with the provisions of subparagraph (a) hereof, and Lessor undertakes the restoration of the Demised Property in accordance with the provisions of said subparagraph and in the event, while said restoration work is being done, there is substantial interference with the operation of Lessee's business in the Demised Property resulting from such work, the rent shall be abated or reduced proportionately and to the extent that it is fair and equitable having regard to the extent to which Lessee may be required to discontinue or limit its business in the Demised Property on account of such restoration work, and such abatement or reduction shall continue for the period commencing with the date Lessee is so deprived of possession by such taking and ending with the completion by Lessor of such restoration work. Otherwise, there shall be no abatement or reduction in the payment of rent which may be due under the terms and provisions hereof.

(d) Nothing contained herein shall be construed to preclude the Lessee from prosecuting any claim against the condemning authority in such condemnation proceeding for a loss of business, or depreciation to, damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture and other personal property belonging to the Lessee; provided, however, that no such claim shall diminish or otherwise adversely effect the Lessor's award.

13. ASSIGNMENT/SUBLEASE.

Each and every transfer or assignment of this Lease, shall be null and void, without the prior written consent of the Lessor in each instance, which consent shall not be unreasonably withheld.

It is specifically agreed that the Lessee may sublet certain portions of the Demised Property to third parties.

14. ADDITIONAL RENT.

Any sums of money, other than said base rent required to be paid hereunder by Lessee, including but not limited to, amounts set out in paragraphs 5, 6, 7, 8 and 9 hereof, shall be deemed to be additional rent due hereunder and shall be payable as provided herein or upon written demand, and if not paid within ten (10) days after such written demand, the same shall, at the option of Lessor, constitute an event of default hereunder.

15. MECHANIC'S LIEN OR CLAIMS.

Lessee shall not permit to be created or to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien, encumbrance or charge upon the Demised Property or the income therefrom; and, Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Demised Property might be impaired. If any lien or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Demised Property shall be filed against the Demised Property, Lessee shall, within twenty (20) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

16. ACCESS TO DEMISED PROPERTY.

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Demised Property at any reasonable time and shall permit Lessor to make such repairs, alterations, improvements or additions in the Demised Property or to the building of which the Demised Property is a part, that Lessor may deem desirable or necessary or which Lessee has covenanted herein to do, without the same being construed as an eviction of Lessee in whole or in part, and the rent shall in no manner abate while such repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work. Lessor shall have the right during the last ninety (90) days of the term or any extensions of this Lease to enter upon and display in or upon the Demised Property "For Rent", "For Sale" or other signs advertising the Demised Property for lease or sale. Furthermore, the Lessor shall, at any time, during regular business hours of the Lessee, have the right to enter upon and show the Demised Property to any prospective purchaser or tenant.

17. HOLDING OVER.

(a) If Lessee shall remain in possession of all or any part of the Demised Property after the expiration or termination of the term of this Lease, with the consent of Lessor, then Lessee shall be deemed a Lessee of the Demised Property from month-to-month, cancelable upon thirty (30) days notice, at the same rental and except with respect to the month-to-month terms specified above, subject to all of the terms and provisions hereof; provided, however, that if the rent during any such period that Lessee shall continue to hold the Demised Property after the expiration date of this Lease

shall be at the highest annual rate of rent multiplied by two (2) and such additional rent heretofore paid during the term of this Lease.

(b) If Lessee shall remain in possession of all or any part of the Demised Property after the expiration or termination of this Lease, without the consent of Lessor, Lessee shall be liable to Lessor for all damages, direct and/or consequential, or as otherwise provided by law which the Lessor may suffer on account of Lessee's failure or refusal to so surrender possession of the Demised Property.

18. DEFAULT.

(a) Upon the happening of any one or more of the events as expressed below in (1) to (8), inclusive, the Lessor shall have any and all of the rights and remedies set forth in subparagraphs (b) to (g), inclusive:

(1) In the event Lessee should fail to pay any one or more of said monthly installments of rent, or any other sums required to be paid hereunder, as and when the same become due, and such default should continue for ten (10) days after written demand for the payment thereof is made by Lessor upon Lessee (with a copy of said written demand being sent to Thomas C. Najjar, Najjar Denaburg, P.C., 2125 Morris Avenue, Birmingham, Alabama 35203);

(2) In the event a Petition in Bankruptcy (including Chapter X, Chapter XI and Chapter XIII Bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) be filed by or against the Lessee and such Petition is not dismissed within thirty (30) days from the filing thereof, or in the event Lessee is adjudged a Bankrupt;

(3) In the event an assignment for the benefit of creditors is made by Lessee;

(4) In the event of an appointment by any Court of a Receivership or other Court officer of Lessee's property and such Receivership is not dismissed within thirty (30) days from such appointment;

(5) In the event Lessee removes, attempts to remove, or permits to be removed from the Demised Property, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon so as to materially and adversely effect the conduct of the business known as John's Restaurant;

(6) In the event Lessee, before the expiration of said term, and without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased, or ceases to use the Demised Property for the purposes herein expressed;

(7) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on said premises; or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within ten (10) days from such levy;

(8) In the event Lessee violates any other terms, conditions or covenants on the part of Lessee herein contained, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

(b) In the event of any such default or breach, after the prescribed notice and cure period, if any, the Lessor shall have the right, at the option of Lessor, to immediately terminate this Lease, and to thereupon re-enter and take possession of the said premises with or without legal process and/or exercise any other rights or remedies as provided at law or as provided herein. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the premises, or any part thereof, with or without legal process as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection, including necessary renovation and alterations of the Demised Property, reasonable attorney's fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Lessor hereunder and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Lessor's option, Lessee shall pay Lessor any deficiency monthly, notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefor as such monthly deficiency shall arise, or (ii) at Lessor's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be construed to require Lessor to re-enter and re-let in any event and to exercise its best efforts in said re-entry and re-letting.

The Lessor shall not, in any event, be required to pay Lessee any surplus of any sums received by Lessor on a re-letting of said premises in excess of the rent provided in this Lease.

(c) In the event of any such default or breach, the Lessor shall have the right, at its option, to declare the rents for the entire remaining term and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Lessor, and may commence action immediately thereupon and recover judgment therefor.

(d) The Lessor, in addition to other rights and remedies it may have, shall have the right to remove all or any part of the Lessee's property from said premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

(e) No such re-entry or taking possession of said Demised Property by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Notwithstanding any such re-letting without termination, Lessor may at all times thereafter elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Lessee without hindrance, and Lessor shall not be liable for damages for any such re-entry or guilty of trespass or forcible entry.

(f) Any rental which may be due Lessor, whether by acceleration or otherwise, as herein provided in this paragraph, shall include the base rent and cost of ad valorem taxes as set out in paragraph 5 hereof, and the cost of insurance coverage as required in paragraph 5 hereof, which are referred to as "additional rents". It shall be deemed that these additional rents for any period after such default would have been at a monthly rate thereafter equal to the average yearly cost of the same for the preceding year.

(g) Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or hereafter in effect.

19. WAIVER.

The waiver of Lessor of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or any subsequent similar act by Lessee. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any of the terms, conditions or covenants on the part of Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Lessor to annul this Lease or to re-enter said Demised Property or to re-let same.

20. IMPROVEMENTS AND FIXTURES.

All improvements and additions to the Demised Property shall adhere to the Demised Property and become the property of 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 Lessee and may be removed by Lessee at the expiration of this Lease, provided all terms, conditions and covenants of this Lease have been complied with by Lessee and Lessee repairs any damage caused by any such removal and restores the premises to its original condition, reasonable wear and tear excepted.

21. ATTORNEY FEES AND COSTS.

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, or 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.

22. QUIET POSSESSION.

Upon Lessee paying said rent and performing all the terms, conditions and covenants aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the premises hereby leased from anyone asserting claim by or through the Lessor for the term aforesaid, subject, however, to the terms of this Lease.

23. LESSOR MAY PERFORM.

Should the Lessee fail to comply with any of the terms, covenants and conditions contained in the within Lease on the part of the Lessee to be kept and performed, the Lessor may, after ten (10) days' notice to the Lessee, provided Lessee's failure so to comply results in giving Lessor the right to terminate this Lease as hereinabove provided, comply therewith, but Lessor shall not be obligated to do so, and the cost of such compliance shall be deemed additional rent due by the Lessee unto the Lessor, payable upon demand.

24. RENT PAYMENTS AND NOTICES.

The checks for rental accruing hereunder shall be forwarded to Lessor c/o ~~Jam. H. Tinsley 2001 Park Pl No Room 900 Park Pl Tower 11th 35203~~ Birmingham, Alabama, until Lessee is notified otherwise, in writing, by Lessor. All notices herein authorized or required to be given to Lessor, shall be sent by registered or certified mail, addressed to Lessor c/o ~~Jam. H. Tinsley 2001 Park Pl No Room 900 Park Pl Tower 11th 35203~~ Birmingham, Alabama, or to such other place as the Lessor may from time to time designate in writing to Lessee.

112 N. 21st
Street,
Birmingham,
Alabama
35203

112 N. 21st
Street,
Birmingham,
Alabama
35203

All notices herein authorized or required to be given to Lessee shall be sent by registered or certified mail, addressed to Lessee at 112 N. 21st Street, Birmingham, Alabama 35203, Birmingham, Alabama or to such other place as Lessee may from time to time designate in writing to Lessor.

25. ENTIRE AGREEMENT.

This Lease embodies the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

26. GOVERNING LAW.

This Lease shall be construed under the laws of the State of Alabama.

27. SECTION HEADINGS.

The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

28. COVENANTS BINDING.

The terms, covenants, agreements and conditions contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

29. SEVERABILITY.

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 be enforced to the fullest extent permitted by law.

30. LANDLORD/TENANT RELATIONSHIP.

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

31. ATTORNMEN.

Within ten (10) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has accepted possession of the Demised Property, that this Lease is unmodified and in full force and effect (or if there have been modifications), and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the fee of the Demised Property.

32. SUBORDINATION.

If the Demised Property or any part thereof or the premises of which the Demised Property are a part are at any time subject to a first mortgage or a first deed of trust or other security instrument and this Lease or the rentals are assigned to such mortgagee, trustee or beneficiary and the Lessee is given written notice thereof, including the post office address of such

assignee, then the Lessee shall not terminate this Lease or abate rentals for any default on the part of the Lessor without first giving written notice by certified or registered mail, return receipt requested, to such assignee, attention: Mortgage Loan Department, specifying the default in reasonable detail, and affording such assignee a reasonable opportunity to make performance, at its election, for and on behalf of the Lessor.

33. AS-IS-CONDITION.

Lessee accepts Demised Property in "as-in" condition.

34. AMERICANS WITH DISABILITIES ACT.

Lessee shall be solely responsible for complying with any and all provisions, regulations and rules of the Americans with Disabilities Act. Lessee shall indemnify and hold Lessor harmless for any and all violations, of any nature whatsoever of the Americans with Disabilities Act, any rules or regulations promulgated thereunder by any federal agency or any similar state law.

35. COMPLIANCE WITH ALL LAWS.

Lessee shall comply with any and all laws, statutes, regulations, administrative rulings and licensing procedure of all federal, state, local and municipal governmental bodies.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by their duly authorized officers on the day and year first above written.

HONTZAS PROPERTIES, an Alabama
general partnership

WITNESS
ATTEN

Thomas E. Haynes

BY: [Signature] (SEAL)
Its:

GPG, INC. an Alabama Corporation

Thomas E. Haynes

BY: [Signature] (SEAL)
Its:

ESTATE OF JAMES HONTZAS

BY

Its:

(SEAL)

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that George Hontzas, whose name as General Partner of Hontzas Properties, an Alabama general partnership, 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 corporation.

Given under my hand and official seal this the 8th day of April, 1993.

Dandra C Captain
 Notary Public
 My Commission Expires: 7-2-96

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that George Hontzas, whose name as President of GPG, Inc., an Alabama 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 corporation.

Given under my hand and official seal this the 8th day of April, 1993.

Dandra C Captain
 Notary Public
 My Commission Expires: 7-2-96

STATE OF ALABAMA)
)
 JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James M. Tingle, whose name as Administrator of the Estate of James Hontzas, 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 corporation.

Given under my hand and official seal this the 29 day of April, 1993.

Andrea C. Capstan
 Notary Public
 My Commission Expires: 7-2-96

NOT TO BE RECORDED
 THIS INSTRUMENT
 BEING A TRUE
 AND CORRECT COPY
 OF THE INSTRUMENT
 FILED IN THE
 OFFICE OF THE
 CLERK OF THE
 COURT OF THE
 COUNTY OF
 JEFFERSON
 STATE OF ALABAMA
 ON
 MAY 6 1993
 DAY

Hontzas-Prop. Lease-Agree
 April 7, 1993 phm

STATE OF ALABAMA
 JEFFERSON COUNTY
 I, THE UNDERSIGNED, AS CLERK OF THE COURT OF THE COUNTY OF JEFFERSON, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT FILED IN THIS OFFICE WITH THE FILING OF SAME AS APPEARS OF RECORD IN THIS OFFICE IN BOOK OF RECORD OF PAGE _____ GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____ 1993
James M. Tingle
 JUDGE OF PROBATE

05/06/1993-12898
02:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
020 MCD 54.00

I, THE UNDERSIGNED, AS JUDGE OF THE COURT OF PROBATE, IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE INSTRUMENT WITH THE FILING OF SAME AS APPEARS OF RECORD IN THIS OFFICE IN VOL. 4545 RECORD OF _____ ON PAGE 687. GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE 6th DAY OF May, 19 93.

I, THE UNDERSIGNED, AS JUDGE OF THE
COUNTY OF PROBERT, IN AND FOR SAID
COUNTY, IN AND FOR SAID COUNTY, HEREBY CERTIFY
THAT THE FOREGOING IS A FULL, TRUE
AND CORRECT COPY OF THE INSTRUMENT
WITH THE INDEX OF SAME AS
APPEARS OF RECORD IN THIS OFFICE
IN VOL. _____ IN WORD OF _____ ON
PAGE _____. GIVEN UNDER MY HAND
AND OFFICIAL SEAL, THIS THE _____ DAY
OF _____, 19 _____.

JUDGE OF PROBATE