

# COMMERCIAL LEASE

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

APPROVED BY THE PROBATION AGENCY (MCCAIN) ON 12-07-92  
12/7/92  
(Printed Name of State)

STATE OF ALABAMA

SHELBY

County

This lease made this 30 day of DECEMBER 19 92, by and between

E. WAYNE MCCAIN

hereinafter called "Lessor", by \_\_\_\_\_ as agent for the Lessor and by  
MCCAIN ENGINEERING CO., INC. & MCCAIN INDUSTRIAL \_\_\_\_\_ hereinafter called "Lessee";  
SUPPLY CO., INC.

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

1. 2000 MCCAIN PARKWAY, PELHAM, ALABAMA (MCCAIN INDUSTRIAL)
2. 2002 MCCAIN PARKWAY, PELHAM, ALABAMA (MCCAIN ENGINEERING)

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 occupancy by the Lessee as

Use OFFICE AND WAREHOUSE

Term and for no other or different use or purpose, for and during the term of FIVE (5) YEARS beginning on THE FIRST day of JANUARY, 1993 and ending on the THIRTY-FIRST day of DECEMBER, 1998

1. In consideration whereof, the Lessee agrees to pay the Lessor's agent at office of said agent.
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of
4. (1.) 1,340.00 (MISCO) (2.) 7,150.00 (MEC) DOLLARS (\$) per month,
5. being at the rate of DOLLARS (\$) per annum.
6. Lessee agrees that a Service and Bookkeeping charge of \_\_\_\_\_ shall become due and payable each
7. and every month that the rent has not been received in the office of \_\_\_\_\_ by the 10th of the month,
8. or if a check accepted as rent or other payment is returned unpaid to agent for any reason.
9. \_\_\_\_\_
10. When in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
11. next calendar month.

12. Lessor and Lessee agree that Lessee will deposit with Lessor's agent the sum of \$ \_\_\_\_\_ on the date of
13. execution of this lease, to be held, without interest payable to Lessor, as a security for the payment of rent and any and
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
15. performance by Lessee of all covenants and agreements under this lease, said deposit to be returned to Lessee after
16. the termination of this lease and any renewal hereof, provided Lessee shall have made all such payments and performed
17. all such covenants and agreements. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand
18. or cause of action of Lessor against Lessee under the provision of this lease.

19. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
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-
21. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
22. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-
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
24. regard to said building or the described premises except as herein expressly set forth. The Lessee has examined the leased premises
25. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein)

26. Lessee and Lessor expressly acknowledge that the Broker(s) have not made an independent investigation or determination
27. with respect to the existence or non-existence of asbestos, PCB transformers, or other toxic, hazardous or contaminated sub-
28. stances or gases, in, on, or about the property, or for the presence of underground storage tanks. Any such investigation or deter-
29. mination shall be the responsibility of Lessor and/or Lessee, and Broker(s) shall not be held responsible therefor.

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
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
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
33. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
34. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,
35. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf
36. of the Lessor, other than willfully wrongful acts of Lessor.

37. In the event heating, ventilating and air conditioning equipment or a part of any air conditioning equipment is installed by
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-
39. sponsible for repairing any roof leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and
40. expense, but no such air conditioning equipment or sign may be installed until the consent in writing of the Lessor is first had
41. and obtained therefor.

42. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee
43. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

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
45. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless
46. and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Lessor and
47. at the end of the term hereof, the Lessor shall deliver the described premises to Lessee in good repair and condition, reasonable
48. wear and tear excepted.

A.J. Title

12/07/1993-38874  
09:09 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50

Inst # 1993-38874

Inspection and Showing	49. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about said premises as Lessor may 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.
Nature of Lessee to be made	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	57. 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. 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.
Maintenance 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. Lessee 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. 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.
Upkeep	66. 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.
Compliance With Law	72. The 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 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$ , insuring Lessee, Lessor, and 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 furnish to Lessor certificates of all insurance required under this paragraph.
Public Liability Insurance And Indemnity	75. 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.
Defects in Premises	83. 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.
Snow, Ice, Trash	86. 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 enter 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 Lessor 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 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 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.
Events of Default	89. 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.
Removal of Goods	112. 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 amount to collect any amounts due hereunder by Lessee, or to protect the interest
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 amount to collect any amounts due hereunder by Lessee, or to protect the interest

Inspection and Showing	49. 50. 51. 52.	However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about, said premises as Lessor may 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. 54. 55. 56.	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	57. 58. 59.	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. 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. 61. 62. 63. 64. 65.	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. Lessee 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. 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 maintenance, 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.
Upkeep	66. 67. 68.	The Lessor 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.
Compliance With Law	69. 70. 71.	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 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$ _____, insuring Lessee, Lessor, and 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 furnish to Lessor certificates of all insurance required under this paragraph.
Public Liability Insurance And Indemnity	72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82.	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.
Defects In Premises	83. 84. 85.	If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessor 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.
Snow, Ice, Trash	86. 87. 88.	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 Lessor 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 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 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.
Events of Default	89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111.	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.
Removal of Goods	112. 113.	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, but 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.
Acceleration of Rent	114. 115. 116. 117. 118.	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.
Default-Attorney Fee and Cost	119. 120. 121. 122. 123. 124.	The Lessor 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	125. 126.	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.
Abandonment	127. 128.	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	129. 130. 131. 132. 133. 134.	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.

135. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants  
 136. on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to  
 137. 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  
 138. 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, attor-  
 140. neys' fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises  
 141. or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had  
 142. 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  
 144. Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fix-  
 145. tures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this  
 146. lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said  
 147. Lessee restores the building and premises to its original condition, normal wear and tear excepted.

**Fire & Other Casually**  
 148. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other  
 149. casually, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which  
 150. they existed immediately prior to the occurrence of such casually, at Lessor's cost and expense, provided such cost does not  
 151. exceed the proceeds of insurance collected on the buildings, by reason of such casually, the application of which insurance  
 152. proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing  
 153. 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 casually and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value  
 155. 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 casually, terminate this lease. If Lessor exercises the above right to termi-  
 157. nate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if ex-  
 158. ercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate  
 159. 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 repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30)  
 161. days after the occurrence of such casually.

162. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of  
 163. occurrence of such casually, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this  
 164. lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casually. From the date of  
 165. such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall  
 166. 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,  
 168. or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained  
 169. thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the ob-  
 170. ligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or  
**Lease Assignment Fee Clause**  
 171. understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or  
 172. any one of more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$  
 173. assignment fee to agent for each and every lease assignment made.

**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  
 175. may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been de-  
 176. livered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the  
 177. proper postage affixed 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 care of the Lessor's rental agent at that  
 179. 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  
 181. BIRMINGHAM AREA BOARD OF REALTORS\*, INC., BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER  
 182. 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  
 186. or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's  
 187. successors or assigns; and hereby agrees to pay to the said \_\_\_\_\_ its  
 188. successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided,  
 189. an amount equal to \_\_\_\_\_ per cent of all rents paid by virtue thereof, whether or not affected by  
 190. or any other person, firm 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 rents are received by the Lessor, its  
 192. successors or assigns, and the said \_\_\_\_\_ its successors or assigns shall be entitled to said  
 193. commission from the present Lessor, the Lessor's personal representative, heirs, 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.

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  
 198. and less than three years, Lessor agrees that in addition to said commission provided in the preceding paragraph, said agent  
 199. shall be entitled to receive \_\_\_\_\_ rent payable hereunder, or, if this lease term is for three years or more, to receive  
 200. \_\_\_\_\_ rent payable hereunder, but percentage commission stated above shall not apply on said first month's rent;  
 201. and this additional \_\_\_\_\_ rent commission shall not be paid to the agent for any lease renewal or extension to the  
 202. 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  
 204. the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have  
 205. 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  
 208. purchase the subject property from the Lessor during the term of this Lease or any extension thereof; or (2) said property  
 209. is sold or leased whether by \_\_\_\_\_ or by the undersigned Lessor or by or through  
 210. 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  
 211. by the undersigned Lessor prior to said expiration of said Lease; or (4) within one year after the expiration of the Lease, said  
 212. 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  
 213. to the Lessee by a sale of stock rather than assets, the Lessor shall pay to \_\_\_\_\_ the full agreed compen-  
 214. sation 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  
 216. cost of which exceeds \$ \_\_\_\_\_, and if the agent supervises the same, the Lessor agrees to pay the said agent a reason-  
 217. able fee for the additional services rendered.

**Lessee Will Hold Harmless**  
 218. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses  
 219. caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and hold harmless Lessor and  
 220. Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the de-  
 221. mised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised  
 222. premises shall bear the usual risk of loss.

**Waiver of Subrogation Rights**  
 223. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks mutually insured against under  
 224. its insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their  
 225. negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered  
 226. by valid and collectable insurance on the property at the time of the loss.

**Holdover**  
 227. Should the Lessee continue to occupy the premises after the expiration of the term or after a forfeiture incurred,  
 228. whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in event a tenancy from  
 229. month to month, or from year to year.

**Non-Waiver**  
 230. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this  
 231. lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such  
 232. covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with  
 233. knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of  
 234. any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

**Non-Waiver Eminent Domain and Condominium**  
 235. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any  
 236. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-  
 237. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession  
 238. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may  
 239. 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,  
 240. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building  
 241. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-  
 242. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with  
 243. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorate re-  
 244. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-  
 245. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The  
 246. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,  
 247. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the  
 248. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

**Subordination/Assignment**  
 249. At the option of Lessor this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from  
 250. any other method of financing or refinancing, now or hereafter in force against the land and/or Building of which the Premises  
 251. are a part and to all advances hereafter made or hereafter to be made upon the security thereof. The Lessee agrees to execute  
 252. and deliver to the Lessor from time to time within ten (10) days after written request by the Lessor all instruments which might  
 253. be required by the Lessor to execute such subordination.

**Clean Premises Upon Termination, etc.**  
 254. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessor will promptly remove  
 255. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the doors, stairs, passages-  
 256. ways, elevators and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

**Taxes and Insurance**  
 257. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,  
 258. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the total estate  
 259. taxes (after a full assessment), special assessments or insurance costs in effect at the commencement date of this Lease,  
 260. then Lessee shall pay to Lessor as additional rent a prorate share of such increased taxes, special assessments, or insurance  
 261. costs which shall be in the proportion which the total area of the Leased premises bears to the total building area owned by the  
 262. Lessor of which these premises are a part.

**Addendum Clause**  
 263. This lease consists of \_\_\_\_\_ pages together with an Addendum of \_\_\_\_\_ pages which is attached hereto, included  
 264. by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease and the  
 265. Addendum, the terms of the Addendum shall prevail.  
 266. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessor, its executor, adminis-  
 267. trator, heirs, assigns or successor.

**FURTHER TERMS AND CONDITIONS MADE A PART HEREOF**

Inst # 1993-38874

12/07/1993-38874  
 09:09 AM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 005, MCD 18.50

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of 30 Dec, 1992

Agent [Signature] (Lessor)

Witness for Lessor: [Signature]

Witness for Lessee: [Signature]

[Signature] Lessee  
 ME C - Pres.

[Signature] (L.S.)  
 MI SCO - Pres. Lessee