

LANDLORD'S WAIVER AND CONSENT

/ 6282 Hwy 119
Address

/ Montevallo, AL 35115
City & State

/ December 12, 1994
Date

TO: First Alabama Bank
LESSOR

Whereas the above lessor has entered into a lease contract with Professional Paint and Body, Inc.

Lessee, for the rental of See Attached Equipment Schedule
(Full description of rented items)

hereinafter referred to as the "Equipment" now or to be installed or kept at: _____

6282 Hwy 119 Montevallo, AL 35115

(Full local address of equipment location, including city & state)

the undersigned landlord of the said premises, in consideration of the said contract and the delivery of said "Equipment" to the Lessee by these presents, consents to said installation and does waive and relinquish unto the Lessor and assigns, all right of levy for rent or mortgage payments and all claims and demands of every kind against the said "Equipment" now or to be installed under said contract. This waiver is to continue until full compliance by the Lessee with all the terms and conditions of said contract. The undersigned landlord also disclaims any ownership or other interest in subject equipment and in other equipment that may be added from time to time, even though said equipment may become attached to the real property or become a fixture thereof. The undersigned agrees that said "Equipment" shall not become part of the real estate owned by landlord and may be removed and repossessed by the Lessor and assigns at any time without any liability to Lessor.

WITNESS my (our) hand(s) and seal(s) the day and year above written.

Wilton Hawkins
Landlord

Signed and delivered in the presence of:

[Signature]

Inst # 1994-37170

12/22/1994-37170
10:52 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 SNA 11.00