

COMMERCIAL LEASE

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 23rd day of December 19 94 by and between

Robert F. Thomas and Joyce E. Thomas

hereinafter called "Lessor", by _____ as agent for the Lessor and by
Thomas Learning Center, Inc. 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 1, according to the survey of Issis Subdivision, as recorded in
Map book 16 page 70 in the Probate Office of Shelby County, Alabama;
being situated in Shelby County, Alabama.

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 a day care business.

01/04/1995-00219
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 768.50

Use

Term

and for no other or different use or purpose, for and during the term of twenty years
beginning on _____ day of _____

and ending on the _____ day of _____

Rent

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 Five Thousand Four
4. Hundred Sixty-Eight and 75/100s DOLLARS (\$ 5,468.75) per month,
5. being at the rate of Sixty-Five Thousand Six Hundred DOLLARS (\$ 65,625.00) per annum,
6. Lessee agrees that a Service and Bookkeeping charge of Twenty-Five and no/100s 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. Should premises be completed and turned over to Lessee either prior to, or after _____
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
11. next calendar month.

Deposit

12. Lessor and Lessee agree that Lessee will deposit with Lessor's agent the sum of \$ 0.00 on the date of
13. execution of this lease, to be held, without interest payable to Lessee, 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.

Quiet
Enjoyment

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. respect to said building or the demised 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.)

Condition of
Premises

Hazardous
Substances

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.

Roof

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.

Air
Conditioning
and Signs

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.

Roof and
Drains, etc.,
Debris On

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.

Repairs

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 Lessee and
47. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable
48. wear and tear excepted.

Inst # 1995-00219

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
	50. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right
	51. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers,
	52. 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
	54. repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not
	55. make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the out-
Signs	56. side of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.
	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.
	58. The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a re-
	59. striction 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
	61. Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all
	62. bills for utilities and services used on said premises. Lessee will keep all elevators, heating, ventilating and air-conditioning (HVAC)
	63. equipment, electric wiring, water pipes, water closets, drains sewer lines and other plumbing on said premises in such good order
	64. 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
	66. conditions of said elevators, heating, ventilating and air-conditioning (HVAC) equipment, electric wiring, pipes, water closets,
	67. 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
Compliance With Law	68. and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding
	69. the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee
	70. 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
	71. 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
	73. of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental
	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,
	76. 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
	77. 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
	78. damage to property in the amount of \$100,000.00, or single limit of \$, insuring Lessee, Lessor, and
	79. Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either
	80. of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's
	81. occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certifi-
	82. cates 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
	84. equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of
	85. 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
	87. street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice,
	88. 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
	90. option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and
	91. 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
	92. 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
	93. obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission)
	94. 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
	95. and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter
	96. and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by ac-
	97. celeration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The
	98. 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
	99. sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed
	100. from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any
	101. assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other
	102. 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 Bank-
	103. ruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other
	104. court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation
	105. or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the
	106. same are 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
	107. exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-
	108. letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained;
	109. 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
	110. Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is
	111. given by the Lessor to the 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
	113. regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.
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,
	115. 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
	116. rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be
	117. and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the
	118. premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reason-
Default-Attorney Fee and Cost	119. able attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest
	120. of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal
	121. 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
	122. the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further se-
	123. cure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singu-
	124. lar the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may
Waiver of Exemptions	125. sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all
	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,
	128. or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering
	129. and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed as satis-
	130. factory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to
Re-Letting	131. the amount due under the terms of this lease and the balance to the Lessor and, said leasing shall not release the Lessee from
	132. liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the
	133. difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference
	134. shall be payable to the Lessor on the first day of each month for the residue of the term hereof.

Re-Entry, etc., No Bar	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.
Reinstale- ment	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.
Improve- ments 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 Casualty	148. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other 149. casualty, 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 casualty, 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 casualty, 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 casualty 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 casualty, terminate this lease. If Lessor exercises the above right to term- 157. inate 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 casualty. 162. In the event the repaking and restoring of the buildings can not be completed within four (4) months after the date of 163. occurrence of such casualty, 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 casualty. 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 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.
Lease Assignment Fee Clause	
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 NA 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 NA 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. 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 \$ 2,000 , 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.
Agents Repair and Improve- ment	

- 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 caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.
- 219.
- 220.
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- 222.
- Waiver of Subrogation Rights 223. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.
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- 226.
- Holdover 227. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in event a tenancy from month to month, or from year to year.
- 228.
- 229.
- 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 lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.
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- 234.
- Non-Waiver Eminent Domain and Condemnation 235. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to continue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be pro rata reduction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises unless, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain, including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.
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- 248.
- Subordination/Attornment 249. At the option of Lessor this Lease may be subordinated to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or Building of which the Premises are a part and to all advances heretofore made or hereafter to be made upon the security thereof. The Lessee agrees to execute and deliver to the Lessor from time to time within ten (10) days after written request by the Lessor all instruments which might be required by the Lessor to confirm such subordination.
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- 253.
- Clean Premises Upon Termination, etc. 254. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passageways, elevators and shafts as clean as it is possible to clean them by means of the use of broom and shovel.
- 255.
- 256.
- 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, or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate taxes (after a full assessment), special assessments or insurance costs in effect at the commencement date of this Lease, then Lessee shall pay to Lessor as additional rent a pro rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area of the Leased premises bears to the total building area owned by the Lessor of which these premises are a part.
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- 262.
- Addendum Clause 263. This lease consists of _____ pages together with an Addendum of _____ pages which is attached hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease and the Addendum, the terms of the Addendum shall prevail.
- 264.
- 265.
266. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, administrator, heirs, assigns or successor.
- 267.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

- 268 An annual review of the monthly rent payment rate will be made during September of each year. The monthly rent rate will be adjusted for inflation based on the consumer price index as calculated by the US Government. If market conditions change significantly, the monthly rent may be adjusted to follow changing market conditions.

NOTE: The initial rent amount is based on the \$12.00 per square foot of building space and a common area maintenance allowance of \$0.50 per square foot for a total of \$12.50 per square foot per year. The building area is 5250 square feet. Common area maintenance includes lawn maintenance, keeping the grounds free of fire ants and other insects and any other charges necessary to keep the playground safe.

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

23rd

day of December, 1994.

Agent

Witness for Lessor:

Inst. # 1995-00219
01/04/1995 00219
12:39 AM CERTIFIED
Witness for Lessee
SHELBY COUNTY JUDGE OF PROBATE
004-NCB 768-50

Robert F. Thomas (Lessor)

Joyce E. Thomas (Lessor)

Thomas Learning Center, Inc.
By: Joyce E. Thomas (L.S.)
Joyce E. Thomas, President Lessee

Attest: Robert F. Thomas
Robert F. Thomas, Secretary (L.S.)
Lessee