

BROADCAST TOWER LEASE

This Lease (this "Lease") is made as of the 1st day of November, 1996, by and between **MARTHA K. BEABOUT**, an unmarried individual, having an address of c/o Robert W. Beabout, 22 Carol Lane, Matawan, New Jersey 07747 ("Landlord") and **TV ALABAMA, INC.**, a Delaware corporation, having an address of P.O. Box 360039, Birmingham, Alabama 35236 ("Tenant").

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain parcel of property in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with an ingress, egress and utility easement providing access to and from a public road, as described in Section 4 below (collectively, the "Premises"). The Premises are leased for the express purpose of constructing and operating a broadcasting facility, including, but not limited to, a broadcasting transmitter and relay tower, and such other structures as Tenant determines are necessary and compatible with the business of broadcasting (collectively the "Structures").

2. **Term.** The initial term of this Lease shall be for a period of five (5) years, commencing on November 1, 1996 (the "Commencement Date"), unless extended. The initial term and all renewal terms, if any, are referred to herein as the "Term." Tenant shall have the option to renew this Lease for three (3) additional, consecutive periods of five (5) years each. In order to exercise this renewal option, Tenant shall deliver to Landlord written notice of Tenant's intent to renew this Lease not less than ninety (90) days prior to the expiration of the then current lease initial or renewal term; provided, however, that if Tenant shall fail to give any such notice written such ninety (90) day time limit, Tenant's right to exercise its option shall nevertheless continue until thirty (30) days after Landlord shall have given Tenant notice of Landlord's election to terminate such option, and Tenant may exercise such option at any time until the expiration of said thirty (30) day period. Upon expiration of the Term, this Lease will continue to be in effect on a month-to-month basis with each party obligated to give the other thirty (30) days advance written notice prior to termination of this Lease, provided, however, that in no event shall this Lease extend beyond December 31, 2020.

3. **Rent.** The rent for the first five (5) years of the Term shall be \$18,000 per year, subject to any adjustment described herein, including, without limitation, adjustments for the broker's commission, and shall be paid annually, in advance, which Tenant shall pay to Landlord at such place as Landlord shall designate to Tenant in writing. The first payment of rent shall be due together with the delivery of this Lease.

Rent shall be adjusted annually by multiplying it by the amount the Consumer Price Index ("CPI") has increased, if it has, over the CPI for the previous lease year. For purposes of calculation, the CPI used shall be the Consumer Price Index-U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items (1982-84=100) published by the United States Department of Labor, Bureau of Labor statistics. Rent for any month-to-month period shall be paid at one-twelfth the annual rate in effect during the twelve month period prior to the commencement of such month-to-month period.

4. **Ingress, Egress and Utility Easement.** Landlord hereby grants to Tenant a temporary easement for ingress, egress, regress and utilities over property of Landlord contiguous to and adjacent to the Premises for construction of the Structures on the Premises. Landlord hereby grants Tenant a non-exclusive easement for ingress, egress, regress and utilities and for the installation, construction and maintenance of underground and above ground cable, telephone, power and other utility lines in connection with its use of the Premises, and for access to the Premises from a public road (the "Easement") said Easement to be located over, upon and across the lands of Landlord as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Easement Premises"). The term of this Easement shall be contemporaneous with the term of this Lease. Landlord reserves the right on behalf of Landlord, and Landlord's heirs, successors and assigns, to relocate the Easement for ingress and egress if necessary and upon sixty (60) days written notice to Tenant in order to increase the marketability of any real property owned by Landlord; provided, Landlord grants and covenants to provide at all times and at Landlord's expense uninterrupted ingress and egress to the Premises, to the Tenant for the term of this Lease.

5. **Title and Quiet Possession.** Landlord represents and covenants that Landlord owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those set forth on Exhibit "C" attached hereto and made a part hereof.

Landlord represents and warrants to Tenant that Landlord has the full right to make this Lease and that Tenant shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

6. **Subordination, Attornment, and Nondisturbance.** Tenant agrees that, if requested by Landlord, this Lease shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease and Tenant's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section of this Lease. Tenant agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Tenant's possession of the Premises shall not be disturbed so long as Tenant shall continue to perform its duties and obligations under this Lease. Tenant's obligations hereunder are conditioned upon receipt by Tenant, within ten (10) business days of the date of creation of any future mortgages or deeds of trust, of an Attornment and Nondisturbance Agreement in form reasonably acceptable to Tenant, executed and acknowledged by Landlord and the holder of any mortgage or deed of trust to which this Lease is, or shall become, subordinate.

7. **Governmental Approvals and Compliance and Zoning.** During the Term of this Lease, Tenant shall comply with all applicable laws affecting the Premises. Tenant shall obtain any necessary governmental licenses or authorizations required for the construction and use of the

Structures on the Premises and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration and Federal Communications Commission. Tenant understands that the Premises must be rezoned in order to use the Premises for the aforementioned use. Landlord agrees to cooperate with Tenant and use reasonable efforts to assist Tenant in obtaining such rezoning. Should the Premises fail to be rezoned for any reason, despite the reasonable efforts of Tenant and Landlord to obtain such rezoning, this Lease and all obligations hereunder, including, without limitation, the obligations imposed by Section 28 hereunder, shall cease and terminate in accordance with Section 17 hereunder.

8. Assignment and Subleasing. Tenant may sublet the Premises in whole or in part without Landlord's consent, but the making of any such sublease shall not release Tenant from any of Tenant's obligations hereunder. Tenant shall not assign or transfer this Lease, or any interest herein, without the prior written consent of Landlord which shall not be unreasonably withheld, delayed or conditioned; provided, however, that Tenant may assign this Lease without consent to any entity controlling, controlled by or under common control with Tenant. Notwithstanding anything in this Section to the contrary, Tenant shall be prohibited from constructing additional towers (other than the tower contemplated in this Lease) or permitting such towers to be constructed on the Premises without the written consent of Landlord. A consent to any one assignment shall not be deemed to be a consent to any subsequent assignment.

9. Notices. Any and all notices, elections, or demands permitted or required to be made under this Lease shall be in writing, and shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages (such as FedEx or Airborne), or sent by registered or certified mail to:

To Landlord:
Martha K. Beabout
c/o Robert W. Beabout
22 Carol Lane
Matawan, New Jersey 07747

To Tenant:
TV Alabama, Inc.
Post Office Box 360039
Birmingham, Alabama 35236

With a copy to:
(Local Counsel)
W. Benjamin Johnson, Esq.
Burr & Forman
Suite 3100
420 North 20th Street

Birmingham, Alabama 35203

the other party at the address set forth hereinabove, or at such other address as may be specified in writing from time to time by either party to the other. The date of personal delivery or, if sent by mail or overnight courier, then the date of delivery as evidenced by the courier's or carrier's receipt or rejection thereof, shall be the effective date of such notice, election, or demand.

10. Tenant Improvements. Tenant shall have the right, at its sole expense, to make such improvements to the Premises as it may deem necessary, including site improvements and the construction of structures Tenant deems necessary and compatible with the business of broadcasting. All Tenant's improvements, shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, to the extent reasonable, restore the Premises to its condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements. Tenant and Landlord agree that Tenant shall not be required to remove any improvements which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities. Notwithstanding anything in this Section to the contrary, Tenant shall be prohibited from constructing additional towers (other than the tower contemplated in this Lease) or permitting such towers to be constructed on the Premises without the written consent of Landlord.

11. Insurance. At all times during the Term of this Lease, Tenant shall maintain in full force a commercial general liability insurance policy covering Tenant's operations, activities and liabilities on the Premises, having singly or in combination, limits not less than One Million Dollars (\$1,000,000). Such policy shall name Landlord as an additional insured. Upon Landlord's request, Tenant shall give Landlord a certificate of insurance evidencing that the insurance required under this Lease is in force.

12. Operating Expense. Tenant shall fully and promptly pay for all water, gas, heat, light, power, cable, telephone service, and other public utilities furnished to the Premises and used by Tenant throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Premises and all activities conducted thereon.

13. Taxes. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Premises which is directly attributable to Tenant's improvements to the Premises. Landlord agrees to furnish proof of such increase to Tenant.

14. Maintenance. Tenant shall maintain the Premises in good condition and state of repair and shall repair any damage to the Easement Premises caused by Tenant's use of the Easement. Landlord shall maintain the Easement Premises and his property adjacent to the Premises in good condition and state of repair to the extent necessary to avoid interference with Tenant's use of the Premises and Easement.

15. Hold Harmless. Tenant shall hold Landlord harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at Tenant's invitation, or for damages to property resulting from the physical structure or actions of Tenant (including damages caused by or resulting from the existence of the Structures on the Premises), unless such damages are caused by, or are the result of, the misconduct or negligence of Landlord or any of Landlord's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Tenant shall be so installed, kept, stored or maintained at the risk of Tenant. Landlord shall not be responsible for any loss or damage to equipment owned by Tenant which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Landlord shall be responsible for, and agrees to hold Tenant harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises arising out of the misconduct or negligence of Landlord or any of Landlord's agents, servants, employees or licensees. Neither Landlord nor Tenant shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16. Tenant's Performance and Surrender. Tenant shall pay the rent and all other sums required to be paid by Tenant hereunder in the amounts, at the times, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Landlord the Premises subject to the other provisions of this Lease.

17. Right to Terminate. Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Landlord, if:

(a) any governmental agency denies a request by Tenant for or revokes a permit, license, variance, rezoning or approval which is required for Tenant to construct or operate its broadcasting facility on the Premises; or

(b) Tenant determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove its improvements as provided herein and its obligations with respect to commissions as provided in this Section. Any rental fees paid prior to said termination date shall be prorated as of that date, and Landlord shall refund to Tenant any prepaid rental fees attributed to any period subsequent to the termination date within thirty (30) days. In the event of termination by Tenant pursuant to this provision within the first five years of the Term, Tenant agrees to submit to Agent on Landlord's behalf that certain portion of the commissions

described on Exhibit D hereto which are outstanding at such time said commissions are due and payable.

18. Binding on Successors. The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

19. Default/Remedies.

(a) The happening of any one or more of the following listed events ("Events of Default") shall constitute a breach of this Lease by Tenant:

(i) The failure of Tenant to pay any rental payments or any other charges payable by Tenant within fifteen (15) days after Landlord has given Tenant written notice of such delinquency;

(ii) Except for the rental payments and other charges due hereunder, the failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any material term, provision, or covenant of this Lease; provided, however, that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time as may be reasonably necessary to cure such default as long as Tenant prosecutes such cure with diligence and continuity.

(b) Landlord's Remedies for Tenant Default. Upon the occurrence of any Event of Default by Tenant, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i) Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant shall reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease.

20. Governing Law. The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Alabama.

21. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party

of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of this Lease.

22. Oil, Gas and Mineral Rights. Landlord does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof, nor shall Landlord allow any drilling or other activity to be conducted on the surface of the surrounding land retained by Landlord which would undermine any structure placed on the Premises. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Premises or any part thereof, now of record in the Office of the Probate Judge, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Tenant under the terms of this Lease.

23. Environmental Covenant.

(a) As used herein the term "Applicable Environmental law" shall be defined as any statutory law, regulation, or case law pertaining to health or the environment, or oil, or petroleum products, or "Hazardous Substances" (as herein defined), including, without limitation: (i) the Comprehensive Environmental Response, Compensation, and Liability Act, of 1980 ("CERCLA") as codified at 42 U.S.C. §§ 9601 *et. seq.*, as amended; (ii) the Alabama Underground Storage Tank and Wellhead Protection Act of 1988, as codified at Ala. Code §§ 22-36-1 *et. seq.*, as amended; and (iii) the Alabama Hazardous Substance Cleanup Fund Act, as codified at Ala. Code §§ 22-30A-1 *et. seq.*, as amended. As used herein the terms "Hazardous Substance" and "release" shall have the meanings specified for said terms in CERCLA; provided, however, that in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broadened meaning shall apply subsequent to the effective date of such amendment; and provided further, that to the extent that the laws of the State of Alabama establish a meaning for "Hazardous Substance" or "release" which is broader than that specified in CERCLA, such broader meaning shall apply.

(b) Landlord represents and warrants to Tenant that the Premises are not in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or any response costs or remedial obligations under any "Applicable Environmental Law" and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions, and circumstances, if any, pertaining to the Premises. Landlord hereby agrees to pay any fines, charges, fees, expenses, damages, losses, liabilities or response costs arising from or pertaining to the application of any Applicable Environmental Law to the Premises as a result of any activities which have occurred prior to the term of this Lease, and any activities of Landlord which occur thereafter, and to indemnify and

forever save Tenant harmless from any and all judgments, fines, charges, fees, expenses, damages, losses, liabilities, response costs, or attorneys' fees and expenses arising from the application of such Applicable Environmental laws to the Premises or Tenant other than for the acts of Tenant; and this indemnity shall survive the termination of this Lease.

(c) Tenant shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of Hazardous Substances; provided, however, the foregoing prohibition shall not be applicable to: (i) Hazardous Substances which are present on the Premises prior to the date Tenant first takes possession of the Premises; (ii) normal and reasonable amounts of such substances (including such amounts of such substances as may be reasonably necessary and incidental to the operation of its business on or from the Premises) so long as such materials are properly, safely, and lawfully stored and used by Tenant in accordance with all Applicable Environmental Laws; or (iii) de minimis amounts of leaked or spilled petroleum products from the normal operation of motor vehicles.

(d) In the event of a release of any Hazardous Substance on, in, or from the Premises caused by Tenant during the Term, Tenant shall take such actions as are reasonably within its control to remediate or cause the remediation of such release and to restore or cause the restoration of the Premises to a condition reasonably close to the condition that existed immediately prior to the occurrence of such release.

(e) Tenant hereby agrees to pay any judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs arising from a breach of Tenant's obligations as set forth in this Section of this Lease. Further, Tenant hereby covenants and agrees to indemnify and forever hold harmless Landlord of and from any and all liabilities (including strict liability), judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs incurred or suffered by Landlord, or asserted by any third party against Landlord, arising from a breach of Tenant's obligations as set forth in this Section of this Lease. This indemnification shall survive the expiration or earlier termination of this Lease.

24. Liens. Tenant will not cause any mechanic's or materialman's lien to be placed on the Premises, and Tenant agrees to indemnify, defend and hold harmless Landlord from any such lien from a party claiming by, through or under Tenant. Landlord hereby waives its landlord's lien upon any improvements or personalty of every kind and nature as may be located on or installed by Tenant on or to the Premises, and Landlord agrees to execute any instrument requested by Tenant or any lienholder or mortgagee of Tenant which may be required to further evidence this waiver.

25. Headings. The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections or subsections.

26. **Time of Essence.** Time is of the essence for Landlord's and Tenant's obligations under this Lease.

27. **Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Lease shall be valid or enforceable to the fullest extent permitted by law.

28. **Real Estate Broker.** Landlord represents and warrants that Landlord has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Premises or the transaction contemplated by this Lease, except as stated herein or listed on Exhibit D attached hereto and incorporated herein by reference, and Landlord agrees to indemnify and hold Tenant harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

29. **Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby.

30. **Right to Record.** This Lease may be recorded by either party at its expense.

31. **Attorneys' Fees.** In any dispute between Landlord and Tenant, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute from the other party, including attorneys' fees, costs of suit, all expenses related thereto, and fees, costs, and expenses of any appeal(s).

IN WITNESS WHEREOF, the parties hereto have executed this Lease, under seal, effective as of the day and year first above written.

Date: 10/18/96

LANDLORD:

Robert W. Beabout
Robert W. Beabout, Conservator of the Estate
of Martha K. Beabout

TENANT:

TV Alabama, Inc. a Delaware corporation

Date: 10-21-96

By: Joseph H. [Signature]
Its: President


EXHIBITS:

Exhibit A	-	Legal Description of the Premises
Exhibit B	-	Legal Description of the Easement
Exhibit C	-	Permitted Encumbrances
Exhibit D	-	Schedule of Commissions Due Brokers

STATE OF New York)
COUNTY OF New York)

I, KENNETH L. SIMEONE a notary public in and for said County in said State, hereby certify that Robert W. Beabout, Conservator of the Estate of Martha K. Beabout, whose name is signed to the foregoing Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease, he executed the same voluntarily as of the day the same bears date. Given under my hand this 18TH day of OCTOBER, 1996

KENNETH T SIMEONE
Notary Public, State of New York
No. [REDACTED]
Qualified in Westchester County
Term Expires 6/30/95


 Notary Public
 My Commission Expires: 6/30/98

STATE OF _____)
COUNTY OF _____)

I, Betty Johnson, a Notary Public in and for said County in said State, hereby certify that Jerry Heilman, whose name as Pres. I.G.M. of TV Alabama, Inc., a Delaware corporation, is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand this 21st day of Oct, 1996

Betty G. Johnson
Notary Public
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct. 9, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

EXHIBIT A

Legal Description of the Premises

A parcel of land located in the East ½ of the East ½ of the Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama. More particularly described as follows:

Commence at the Southwest corner of the East ½ of the East ½ of the Southwest 1/4 and run North 00 Degrees 16 Minutes 40 Seconds West along the west boundary thereof, 175.00 feet to the point of beginning; thence continue North 00 Degrees 16 Minutes 40 Seconds West along the west boundary thereof, 60.00 feet; thence South 88 Degrees 06 Minutes 59 Seconds East parallel with the south boundary thereof, 60.00 feet; thence South 00 Degrees 16 Minutes 40 Seconds East parallel to the west boundary thereof, 60.00 feet; thence North 88 Degrees 06 Minutes 59 Seconds West parallel to the south boundary thereof, 60.00 feet to the point of beginning. Said parcel contains 0.08 acres more or less.

EXHIBIT B

Legal Description of the Easement Premises

A parcel of land located in the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being a strip of land 20 feet in width, lying 10 feet on each side of the following described centerline:

Commence at the Southwest corner of the East 1/2 of the East 1/2 of the Southwest 1/4 and run North 00 Degrees 16 Minutes 40 Seconds West along the west boundary thereof, 235.00 feet; thence South 88 Degrees 06 Minutes 59 Seconds East parallel with the south boundary thereof, 45.00 feet to the Point of Beginning of said centerline; thence along said centerline the following courses, North 74 Degrees 05 Minutes 27 Seconds East, 26.14 feet; thence North 59 Degrees 40 Minutes 59 Seconds East, 38.74 feet; thence North 49 Degrees 36 Minutes 18 Seconds East, 79.28 feet; thence North 02 Degrees 47 Minutes 30 Seconds East, 33.54 feet; thence North 05 Degrees 15 Minutes 21 Seconds East, 253.78 feet; thence North 07 Degrees 16 Minutes 29 Seconds East, 315.20 feet; thence North 04 Degrees 27 Minutes 12 Seconds East, 68.16 feet to a point of beginning of a curve to the left, said curve having a Radius of 217.50 feet, a Delta angle of 47 Degrees 30 Minutes 35 Seconds; thence northwesterly along Arc of said curve, 180.35 feet to the end of said centerline and to a point on the southeast right of way line of Valleydale Road, said point lies North 57 Degrees 11 Minutes 44 Seconds East, 210.22 feet from the intersection of the southeast right of way of Valleydale Road with the west boundary line of the said East 1/2 of the East 1/2 of the Southwest 1/4. Shorted and/or extend side lines to terminated at property lines.

EXHIBIT C

Permitted Encumbrances

Mortgage, from Martha K. Beabout to SouthTrust Bank of Alabama, filed for record 10-3-91, recorded in Real 366, page 915, in the Probate Office of Shelby County, Alabama.

Taxes and assessments for the year 1996, and subsequent years, which are not yet due and payable. Tax information has been based on the present assessment roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.

Right of way to Shelby County, recorded in Volume 177, page 28, in the Probate Office of Shelby County, Alabama.

Mineral and mining rights and rights incident thereto recorded in Volume 244, page 253, in the Probate Office of Shelby County, Alabama.

EXHIBIT D

Schedule of Commissions Due Brokers

Landlord agrees to pay to Corley Ellis ("Ellis") and John J. Runnion ("Runnion") (Ellis and Runnion collectively referred to as "Agent"), a commission for procuring this Lease, it being agreed that Agent's right to such a commission shall irrevocably vest upon the execution of this Lease, in spite of any subsequent default of Landlord or Tenant or any amendment, modification, or termination of this Lease. The commission (the "Commission") specified in this Lease shall be payable to Agent as follows: six percent (6%) of all rent payable each year for the first five years of the Lease, as adjusted. The Commission shall be split between Ellis and Runnion equally. Landlord hereby directs Tenant to pay to Agent, for the account of Landlord, the Commission due Agent during the first five years of this Lease, with the balance of the rent to be paid to Landlord. [By way of example, to satisfy Tenant's first annual rent obligation, Tenant shall pay: (i) \$16,920.00 to Landlord; (ii) \$540 to Ellis; and (iii) \$540 to Runnion.] Landlord hereby directs and assigns said Commission to be paid by Tenant, to:

Ellis, at the address of Ellis:

First Real Estate, Shelby Office
P.O. Box 9
Pelham, Alabama 35124

Runnion, at the address of Runnion:

Harbert Realty Services, Inc.
1901 Sixth Avenue North
Suite 2520
Birmingham, Alabama 35203

Landlord acknowledges Landlord's intention that Tenant's payment of the Commission to Agent, with the balance of the rent paid to Landlord, has the same force and effect as if Tenant should submit installments of rent in their entirety to Landlord, with Landlord then paying Landlord's obligation to Agent from the proceeds thereof. Landlord further acknowledges that Tenant is submitting the Commission to Agent solely as an accommodation to Landlord and that Tenant's sole contractual obligation is to Landlord.

Inst # 1996-38316

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11/20/1996-38316
09:31 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
015 MCD 119.50