

ESTOPPEL CERTIFICATE AND AGREEMENT

On this 21st day of September, 2000 **BIRMINGHAM REALTY COMPANY**, whose address is 2118 First Avenue North, Birmingham, Alabama 35203 ("Lessor"), the lessor under that certain Lease dated December 5, 1997 as amended by that certain First Amendment to Lease dated October 5, 1999 (as so amended, the "Lease") with **SPECTRUM ENTERPRISES, INC.**, whose address is 8 Woodmere Drive, Dothan, Alabama 36303 ("Lessee"), certifies, covenants and agrees with and to **SOUTHERN DEVELOPMENT COUNCIL, INC.** ("Lender") as follows:

1. Lessor is the fee simple owner of that certain real property identified as Lot 4, Oak Mountain Commerce Place (the "Leased Property"), as more fully described on Exhibit "A" attached hereto and incorporated herein by reference, and Lessor is the lessor of the Leased Property under the Lease.
2. To Lessor's knowledge, the Lessee is the current lessee under the Lease.
3. The Lease (a true and correct copy of which is attached hereto as Exhibit "A") has not been canceled, modified, assigned, extended or amended.
4. The current monthly minimum rent payable under the Lease equals \$3,660.00 and will remain at such amount until May 30, 2003, at which time it will increase as provided in Section 3 of the Lease. Rent was last paid on August 6, 2000, in the amount of \$3,660.00 and has been paid through August 31, 2000.
5. There is no prepaid rent and there is no security deposit.
6. The Lease terminates on May 30, 2013 with two 5-year options to renew.
7. As of this date, the Lease is in full force and effect; there are no uncured defaults under the Lease; Lessor has no claims against the Lessee under the Lease except as set forth in the Lease; to Lessor's knowledge, Lessee has no offsets against the rent or the charges payable by Lessee under the Lease; and as of the date hereof, Lessee has either satisfied all of its obligations to the Lessor under the Lease or the same have been waived by Lessor.
8. Lessor has received no actual notice of any sale, transfer or assignment, hypothecation or pledge of Lessee's right, title or interest in, to or under the Lease, except to Southland Bank.
9. Lessor has not sold, transferred, assigned, hypothecated or pledged the leased premises or its right, title or interest in to or under the Lease.
10. Lessor acknowledges that Lessor has been notified that Lessee intends to mortgage its right, title and interest in, to and under the Lease to Lender as collateral for a loan (the "Loan"). Lessor hereby agrees that the making of the Loan and the encumbering of Lessee's interest in the Lease do not constitute a default under the Lease.

11. Lessor agrees that it will deliver to Lender, at the address set forth below, a duplicate copy of any and all written notices which Lessor may, from time to time, give or serve upon Lessee under the terms of the Lease, as and when Lessor gives or serves such notices upon Lessee:

Southern Development Council, Inc.
8132 Old Federal Road
Montgomery, Alabama 36117

Failure to deliver a copy of such notice to Lender shall in no way affect the validity of the notice as it respects Lessee, but shall make the same invalid as it respects the interest of the Lender.

12. Lessor further agrees that Lender shall have (a) fifteen (15) days following receipt of written notice from Lessor as to the non-payment of any monetary sum due under the Lease within which to cure such monetary default, and (b) the same period of time as Lessee after Lender has received written notice from Lessor of any non-monetary default by Lessee within which to cure such non-monetary default (such period to run contemporaneously with Lessee's cure period), or if such default(s) cannot be cured within such time, then such additional time, not to exceed ninety (90) days, as may be reasonably necessary to cure such default(s) (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure). Upon Lender curing such default in accordance with the foregoing, any notice of Lessor advising of any such event of default or any action of Lessor to terminate this Lease or to interfere with the occupancy, use or enjoyment of the Leased Property by reason thereof shall be deemed rescinded and this Lease shall be reinstated and shall continue in full force and effect.

13. Notwithstanding anything to the contrary contained in the Lease or in this Estoppel Certificate and Agreement, in addition and not in limitation of the foregoing, (a) Lessor and Lessee each agree not to (i) amend or modify the Lease in any respect without the prior written consent of Lender and/or (ii) terminate the Lease without Lender's prior written consent except in the event of a default under the lease, and (b) Lessor and Lessee acknowledge and agree that the Lease shall not be amended, modified and/or terminated if either Lessor or Lessee attempts to amend, modify and/or terminate the Lease without first obtaining Lender's prior written consent. In each such case calling for the consent of Lender, Lender agrees that its consent shall not be unreasonably withheld or delayed

14. Lessor agrees to accept performance of Lessee's obligations under the Lease by Lender as if it were performance by Lessee. Notwithstanding the foregoing, Lessor acknowledges that while Lender shall have the right to tender performance of Lessee's obligations under the Lease, Lender shall not have the obligation to do so.

15. If Lender or its successors or assigns succeeds to Lessee's interest in the Lease, the Lease shall not be terminated by such action and Lessor agrees to accept performance of Lessee's obligations under the Lease by Lender or its successors or assigns, and the Lease shall continue in

full force and effect as a lease between Lessor and Lender or its successors or assigns. Lender shall not be responsible for obligations under the Lease unless and until Lender succeeds to Lessee's interest in the Lease. Except with respect to obligations which accrued under the Lease while Lender was the Lessee under the Lease, Lender shall remain responsible for Lessee's obligations under the Lease only so long as Lender is the lessee under the Lease, and Lender will not be liable under the Lease following the sublease or assignment to a third party or its other disposition of Lessee's leasehold estate upon reasonable approval by Lessor of such third party's financial capacity, which approval shall not be unreasonably withheld or delayed.

16. Intentionally Deleted.

17. Intentionally Deleted.

18. Intentionally Deleted.

19. The provisions of this Estoppel Certificate and Agreement notwithstanding, nothing contained herein shall grant Lender any rights greater than those granted to Lessee under the Lease or expand any rights granted to Lessee under the Lease.

20. Lessor has full power and authority to enter into and perform its agreements under this Agreement, and the person executing and delivering this Agreement on behalf of Lessor is fully and properly authorized to do so, and neither the execution, delivery or performance of its obligations under this Agreement is or could result in a violation of any applicable law, rule, regulation, statute, court order or other governmental pronouncement, or a default under any agreement or organizational document, to which Lessor is a signatory or by which its properties may be bound.

21. This Estoppel Certificate and Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed the original counterpart of this Estoppel Certificate and Agreement.

22. Upon payment in full of all obligations due Lender secured by the mortgage given by Lessee to Lender on Lessee's interest in the Leased Property and Lease, and the satisfaction and termination of such mortgage then this agreement shall terminate.


LESSOR:

BIRMINGHAM REALTY COMPANY

By: Charles M. McElroy
(It: Executive Vice President)

LESSEE:

SPECTRUM ENTERPRISES, INC.

By: 
(It: President)

[ACKNOWLEDGMENTS ON NEXT PAGE]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles M. Miller, Jr. whose name as Executive Vice President of BIRMINGHAM REALTY COMPANY, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 29th day of September, 2000.

Jan J. Peeples
NOTARY PUBLIC
My Commission Expires: 1-18-04

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry L. Rister whose name as President of SPECTRUM ENTERPRISES, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation.

Given under my hand and official seal, this the 26th day of September, 2000.

Audric Burney
NOTARY PUBLIC
My Commission Expires: 2/26/01

This document prepared by:
Tamara Y. Lee, Attorney
Southern Development Council, Inc.
8132 Old Federal Road
Montgomery, AL 36117
(334) 244-1801

Exhibit "A"

Legal Description of Leased Premises

See attached, Lot 4 of Oak Mountain Commerce Place, as recorded in Map Book 18, page 58 in the office of the Judge of Probate in Shelby County, Alabama and certain easements.