

STATE OF ALABAMA

COUNTY OF SHELBY

## ASSIGNMENTS OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Concrete Walls Properties, L.L.C. (herein called "Assignor") in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid to Assignor by National Bank of Commerce (herein called "Assignee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all the rights, interest and privileges it has or may have and all rents payable under leases pertaining to the real estate located in SHELBY County, Alabama, which is more particularly described on Exhibit "A" attached hereto, including, without limitation to, those which become due under lease(s) referred to on Exhibit "B" attached hereto, and under leases whether presently or hereafter made, whether written or verbal, and from any letting of, or agreement for the use or occupancy of, any part of the real estate described on Exhibit "A" attached hereto, including, without limitation, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any said lease, leases and agreements.

\*Seven and 02/100

This agreement is made as additional security for the payment of indebtedness due by Assignor to Assignee in the amount of Three Hundred Fifty Three Thousand Three Hundred Eighty\* Dollars (\$ 353,387.02 ), as evidenced by a promissory note ("Note") dated the 4th day of April, 2003, and executed and delivered by Assignor to Assignee, and as additional security for the full and faithful performance as Assignor of all the terms and conditions of said Notes and of a certain mortgage of even date therewith ("Mortgage") executed and delivered by Assignor to Assignee on the real estate described on Exhibit "A" attached hereto to secure the payment of the Note and to secure the payment of any and all other indebtedness owed by Assignor to Assignee whether evidenced by promissory note or otherwise.

Assignor agrees to duly operate and maintain the aforesaid real estate and perform all requisites on its part to keep any and all leases covering said real estate or the improvements thereon in full force.

Assignor agrees that this Agreement shall cover all leases now existing and future leases hereafter entered into, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said real estate or the improvements thereon.

Assignor further agrees that it will not make any further assignment of the rent or any part of the rent of said real estate or the improvements thereon under any lease or leases presently existing or hereafter entered into, or other agreements relating to the use of any part of the real estate described on Exhibit "A" attached hereto, nor do any other act whereby the lien of the aforesaid Mortgage may, in the opinion of the Assignee, be impaired in value or quality.

Assignor further agrees that this Assignment is to remain in full force and effect so long as the Note of any other indebtedness owed by Assignor to Assignee remains unpaid and that it may be enforced by Assignee, its successors and assigns, or the holder of the Note.

Assignor further agrees that it will not collect rents under any leases or other agreements relating to use of any part of the real estate or the improvements thereon described on Exhibit "A" attached hereto for a period further in advance than thirty (30) days without the written consent of Assignee; Assignor covenants that no more than one month's rent plus security deposit has been or will be collected from any tenant occupying any part of the real estate described on Exhibit "A" and that no concessions or other agreements have been or will be made with said tenant(s), other than those contained in leases dated prior to the date of this Assignment.

It is expressly understood and agreed by Assignor and Assignee hereof that said Assignor reserves, and is entitled to collect, said rents, income and profits upon, but not prior to, their accrual under the aforesaid leases, and to retain, use and enjoy the same unless and until Assignor defaults in the performance of the terms and conditions of the Note or the Mortgage or this Assignment or any other indebtedness owed by Assignor to Assignee.

Assignor does hereby authorize and empower Assignee, its successors and assigns, or the holder of the Note, upon default to take immediate possession of the real estate without notice and to collect upon demand, after any default hereunder or under the Mortgage or Note or under the documents evidencing or securing any other indebtedness due Assignee from Assignor, all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease or leases, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said real estate or the improvements thereon, and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits. Any lessee or tenant making such payment to Assignee shall be under no obligation to inquire into or determine the actual existence of any default claimed by Assignee.

Any amounts received or collected by Assignee, its successors or assigns, by virtue of this Assignment shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the Note:

- (1) to the payment of all necessary expenses for the operation, protection and preservation of said real estate and the improvements thereon, including the usual and customary fees for management services and attorneys' fees incurred by Assignee in obtaining advice in connection with the default which gave rise to the implementation of this Agreement;
- (2) to the payment of taxes and assessments levied and assessed against the real estate described herein as said taxes and assessments become due and payable;

(3) to the payment of premiums due and payable on any insurance policy relating to said real estate and the improvements thereon;

(4) to the payment of installments of principal and interest on the Note as and when they become due and payable pursuant to the terms of said Note or to the payment of any other indebtedness due Assignee from Assignor; and

(5) the balance remaining after payment of the above shall be paid to the then owner of record of said real estate.

Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability, loss or damage which Assignee might incur under leases made by Assignor or by virtue of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee thereunder or hereunder, and, without limiting the generality of the foregoing, covenant that this Assignment shall not operate to place responsibility for the control, care, management or repair of said real estate upon Assignee, nor the carrying out of any of the terms and conditions of said leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the real estate and the improvements thereon by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said real estate resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

Assignor covenants that it is the sole owner of the rents, rights and interest assigned hereby, that as of the date hereof there are no outstanding assignments of any leases affecting the real estate or improvements thereon described on Exhibit "A", and that Assignor has the authority and is fully authorized to execute this Assignment.

Assignor covenants and agrees that it will not amend, modify or terminate the lease or leases which has(have) been or will be executed affecting the real estate or improvements thereon described on Exhibit "A" or any other lease or leases, which is(are) hereby assigned without the prior written consent of Assignee.

Assignor covenants and agrees that as long as the indebtedness(es) secured hereby or any part thereof remains unpaid, that it will not enter into any lease, whether written or verbal, for the use or occupancy of, any part of the real estate described on Exhibit "A" attached hereto without first obtaining written consent and approval to said lease(s) by Assignee which consent and approval shall be within Assignee's sole discretion. Assignor agrees not to lease any space or renew any existing lease to any individual, person, corporation, partnership, sole proprietorship, governmental agency or charitable organization for a lease term of less than one year, and no concessions of or rent deductions are to be made which cause, directly or indirectly, the value of the secured property to be reduced in any way.

This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its respective successors and assigns.

IN WITNESS WHEREOF, the Assignor signed and sealed this Agreement on this 4th day of April, 2003.

\_\_\_\_\_  
SEE ATTACHED RIDER "A"  
\_\_\_\_\_  
(SEAL)

STATE OF ALABAMA

COUNTY OF \_\_\_\_\_

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the instrument, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTARY PUBLIC

MY Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF Shelby


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bobby Durham, whose name as Authorized Agent + Member of Concrete Walls Properties, L.L.C., an Alabama, limited liability company 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 instrument, he, as such officer, they are and with full authority, executed the same voluntarily for and as the act of said corporation, limited liability company.

Given under my hand and official seal this 4th day of April, 2003.

Wendith Cagle Shug  
NOTARY PUBLIC  
MY Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 29, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

SIGNATURE PAGE  
CONCRETE WALLS PROPERTIES, L.L.C.

CONCRETE WALLS PROPERTIES, L.L.C.

BY:   
C. AUSTIN JOHNSON

BY:   
LYNN M. JOHNSON

BY:   
BOBBY DURHAM

EXHIBIT "A"

A Initial CA  
Jm  
BSP

A parcel of land located in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 17, Township 19 South, Range 1 West, and more particularly described as follows: Commence at the Northwest corner of said  $\frac{1}{4}$   $\frac{1}{4}$  section; run thence South along West line thereof a distance of 200.0 feet; thence turn an angle to the left of 90 degrees 00 minutes in an Easterly direction a distance of 506.75 feet to point of beginning; thence continue along said line a distance of 147.98 feet; thence an angle to the right of 131 degrees 59 minutes in a Southwesterly direction a distance of 489.0 feet to the centerline of a public road; thence turn an angle to the right of 126 degrees 00 minutes in a Northwesterly direction and along said road centerline a distance of 135.97 feet to the Southeasterly boundary of the property now owned by Lewis F. Jones and wife, as it is described in Deed Book 243, Page 38 in the Probate Office of Shelby County, Alabama; thence turn an angle to the right of 54 degrees 00 minutes in a Northeasterly direction and along said boundary of said Jones property a distance of 310.09 feet to the point of beginning; being situated in Shelby County, Alabama.

STATE OF ALABAMA   )  
                              )  
COUNTY OF SHELBY   )

LEASE

This lease made this 24 day of August, 1999, by and between Concrete Walls Properties, L.L.C., an Alabama limited liability company ("Lessor"), and Concrete Walls, Inc., ("Lessee").

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises (hereinafter sometimes referred to as "the Premises") in the County of Shelby, State of Alabama, to-wit: 4211 Mountian Top Road, said Premises having a net rentable area of approximately 2,109 square feet, (the "Property"), subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision(s) in which the Property is situated.

USE AND TERM

This lease is for use and occupation of the Premises by the Lessee as an office and for no other or different use or purpose, for and during the term of five (5) years, beginning on the first day of September, 1999, and ending on the last day of August, 2004.

RENT

In consideration whereof, the Lessee agrees to pay to the Agent, at the office of Agent (P. O. Box 380186, Birmingham, Alabama 35238-0186), for a period of five (5) years, beginning September 1, 1999, and on the first day of each month thereafter of said term, in advance, as monthly rent for said premises, the sum of One Thousdand Seven Hundred Fifty Seven and 50/00 DOLLARS (\$1757.50); Lessee agrees that a Service and Bookkeeping charge of \$25.00 shall become due and payable each and every month that the rent has not been received in the office of Agent by the 10th of the month.

### QUIET ENJOYMENT

The Lessor covenants to keep the Lessee in possession of the Premises during said term, but shall not be liable for the loss of use because of eminent domain, or the failure or inability of the Lessee to obtain possession thereof, provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

### CONDITION OF PREMISES

Nothing herein contained shall be construed as a warranty that the Premises are in good condition or are fit or suitable for the use or purpose for which they are let. Neither Lessor nor Agent have made any representations or promises with respect to the Premises, or the building or property in which it is located, except as herein expressly set forth. The Lessee has examined the Premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.) Lessor will not be responsible for any improvements on this area, Lessee excepts this property as is. Any improvements made on this property the Lessee will be responsible for having all City Buildings Permits in Order.

### ROOF

Should the roof leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will 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 be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee hereby expressly waiving the same.

### AIR CONDITIONING & SIGNS

In the event air-conditioning or ventilation equipment, or a part of any air-conditioning or ventilation equipment, is installed by the Lessee on the roof, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof leaks attributable to such installation during the term of this lease, at Lessee's sole cost and expense, but no such air-conditioning or ventilation equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

### ROOF & DRAINS, ETC., DEBRIS ON

The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee will

keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

#### REPAIRS & MAINTENANCE

Lessor shall not be obligated or required to make any repairs or do any work on or about the Premises or any part thereof, or on or about any premises connected therewith, but not hereby leased, except any only to the extent herein agreed. All other portions of the Premises, including all plumbing, electrical, heating, air-conditioning, ventilation or other mechanical equipment shall be kept in good repair by Lessee, and at the end of the term hereof the Lessee shall deliver the Premises to Lessor in good repair and condition, reasonable wear and tear excepted.

Lessee shall, at its expense, cause filters to be changed and other routine maintenance to be performed on heating, ventilation and air-conditioning equipment at reasonable intervals by a person qualified to do such work.

Lessor reserves the right to enter upon the 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 or do. Should the Lessee fail to make repairs or perform maintenance agreed to by him under this lease, the Lessor may make such repairs or perform such maintenance and collect the cost thereof from the Lessee as additional rent.

Lessor and its agents shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement undertaken, voluntarily or involuntarily, by or on behalf of the Lessor or Agent, other than willfully wrongful acts of same.

#### ALTERATIONS & IMPROVEMENTS BY LESSEE

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 wherein the Premises are located, or permit the same to be painted without the written consent of the Lessor before work is contracted or let. The consent to a particular alteration, addition, improvement or change shall not be deemed a continuing consent, nor a waiver of a restriction against alterations, additions, improvements or changes in the future.

#### INSPECTION & SHOWING

Lessor reserves the right to visit and inspect the Premises at all reasonable times, and the right to show the Premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on the Premises.

### SIGNS

No signs of any character shall be erected on the roof until the consent therefor in writing is first had and obtained from the Lessor.

### UPKEEP

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 the Premises. Lessee will keep all doors, locks, windows, air-conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on the Premises in good order and repair and will make all repairs, modifications and replacements which may be required by applicable laws or ordinances. Lessee will not commit any waste of property, or permit the same to occur, and will take good care of the Premises at all times.

### COMPLIANCE WITH LAW

Lessee will comply, at all times and in all respects, with all applicable laws and ordinances, including those relating to nuisance, insofar as the Premises 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.

### PUBLIC LIABILITY INSURANCE & INDEMNITY

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 \$100,000.00, 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 a single limit of \$300,000.00, insuring Lessee, Lessor, and Lessor's agents, servants, and employees (as additional insureds) against any liability that may occur against them or any of them on account of any occurrences in or about the Premises during the term of the Lease, or as a 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.

### DEFECTS IN PREMISES

Neither Lessor nor Agent shall be liable for any injury or damages caused by, or growing out of any defect in the Premises, or its equipment, drains, plumbing, wiring, electrical equipment or appurtenances, or caused by or growing out of any breakage, leakage, getting out of order or defective conditions of heating or air-conditioning equipment, pipes, water closets, gas lines, sewer lines, electrical wiring, or any of them. Neither shall Lessor or Agent be liable for any injury or damage caused by, or growing out of any fire, rain, wind, leaks, seepage or other cause.

#### SNOW, ICE, TRASH

The Lessee will keep the sidewalk, curb and gutter in front of the Premises, or adjacent thereto clean and free from snow, ice, debris and obstructions, and will hold the Lessor and Agent harmless from all damages or claims arising out of the Lessee's failure to so do.

#### EVENTS OF DEFAULT

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 Lessee to re-enter and re-let the Premises, from time to time, as agent 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 commissions) 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 relet, 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 of 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 becomes due; the removal, attempt to remove or permitting to be removed from the Premises, except in the usual course of trade or business, the goods, furniture, effects or other property of the Lessee or any assignee, or sublessee 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 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 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 herein contained but not set out in this paragraph, and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor or Agent to the Lessee.

#### REMOVAL OF GOODS

The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from the 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.

#### ACCELERATION OF RENT, DEFAULT, ATTORNEY FEE & COST, WAIVER OF EXEMPTIONS

Upon termination or breach of this lease and/or re-entry upon the Premises for any one or more of the causes set forth above, 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 or other sums due hereunder by Lessee, or to protect the interests 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 Premises, or upon the interest of the Lessee in this lease or in the 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 and/or other sums, 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 of the United States.

#### ABANDONMENT & RE-LETTING

In the event the Lessee abandons the 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 the Premises and leasing all or any portion thereof for such term and for such use deemed 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, with the balance, if any, going to the Lessor. However, 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 of the residue of the term hereof.

#### RE-ENTRY, ETC., NO BAR

No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants 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 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 to re-enter the Premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

#### REINSTATEMENT

If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the rent, attorney's fees and other charges, and thus makes himself current, and remains or continues to be in possession of the Premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.

#### IMPROVEMENTS & ADDITIONS, PROPERTY OF LESSOR

All improvements and additions to the Premises shall adhere to the Premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of the written contract have been complied with by Lessee, and provided said Lessee restores the Premises to its original condition, normal wear and tear excepted.

#### FIRE & OTHER CASUALTY

In the event of the total destruction of, or partial damage

to, the Premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the Premises, but not the furniture, trade fixtures, or furnishings of the Lessee, to the condition to which it existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the Premises by reason of such casualty, and the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty, and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged Premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease, and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years, Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.

In the event the repairing and restoring of the Premises can not be completed within six (6) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said Premises has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

TRANSFER OR ASSIGNMENT CONDITIONS,  
LEASE ASSIGNMENT FEE CLAUSE

Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of the Premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in

this lease. If a lease assignment is consummated for the Lessee or any one or more assigns before the expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$250.00 assignment fee to Agent for each and every lease assignment made.

#### NOTICES & DEMANDS

All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the Premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the Premises, with the proper postage affixed thereto. All notices herein authorized or required to be given to the Lessor may be given to Agent by certified mail, addressed to the Agent at the address of the Agent shown on Page 1 of this lease.

#### AGENTS COMMISSION AGREEMENT

The commissions payable for the sale, lease or management of property are not set by any Board of Realtors, but in all cases are negotiable between the broker and client.

#### LESSEE WILL HOLD HARMLESS

Lessee will indemnify and hold Lessor and Lessor's agents 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 agents from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on, or about the Premises or Property, not attributable to the willfully wrongful act of the Lessor or Lessor's agents. Any property stored in the demised Premises shall be at the sole risk of Lessee.

#### WAIVER OF SUBROGATION RIGHTS

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.

#### HOLDOVER

Should the Lessee continue to occupy the Premises after the expiration of the said term or after a forfeiture has occurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance, and in no event a tenancy from month-to-month, or from year-to-year.

#### NON-WAIVER

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.

#### NON-WAIVER, EMINENT DOMAIN & CONDEMNATION

If all or any part of the 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 Premises is 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 given to 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 Premises by eminent domain, the ground floor area of the 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 Premises remaining to a complete architectural unit with storefront, signs and interior of equal appearance and utility as they had been previous to the taking, but there will be prorated reduction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the Premises unless, within thirty (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 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.

#### CLEAN PREMISES UPON TERMINATION, ETC.

The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove from the 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 clear them by means of the use of broom and shovel.

#### TAXES & INSURANCE

In the event that during the term of this lease or any renewal period thereof, the total real estate taxes, special assessments, or insurance costs levied or assessed on the Property should be increased over and above the real estate taxes, special assessments or insurance costs in effect at the time of the beginning of the term hereof, then Lessee shall pay to Lessor as additional rent a prorata share of such increase in taxes, special assessments, or insurance costs which shall be in the proportion which the total area of the Premises bears to the total building area owned by the Lessor, of which the Premises is a part. The base year taxes are \$4,428.00 and the base year insurance premium is \$4,842.00. Lessee's premises represents 8.09% of the whole.

Lessee shall not do or permit anything to be done in, on or about the Premises, or bring or keep anything therein, which will in any way increase the rate of fire or other insurance upon the building wherein the Premises are situated. In any event, if Lessee undertakes an activity, or permits the same to take place, or causes or permits a condition to exist, which causes insurance costs to increase, such increase in costs shall be borne exclusively by the Lessee, and may be collected by the Lessor as additional rent.

#### FINANCIAL STATEMENTS

In the event Lessor should desire to refinance the property of which the Premises is a part, Lessee shall, upon Lessor's written request, furnish Lessor current financial statements.

#### BINDING

It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, administrator, heirs, successors and assigns.

#### FURTHER TERMS AND CONDITIONS

Lessee shall provide insurance naming Concrete Walls Properties, L.L.C., as additional insured.

All grounds will be kept clean of beer bottles, cans, etc..., or it will be grounds for termination and acceleration of the lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this 24 day of AUGUST, 1995.

LESSOR

CONCRETE WALLS PROPERTIES L.L.C.

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Witness

By: Lynna M. Johnson  
~~e. Austin Johnson, General Partner~~  
LYNN M. JOHNSON MEMBER  
Betty B. Johnson  
LESSEE

By: [Signature] Monica SSA  
(President)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_