

ADMINISTRATIVE USE
Payment Date: August 1
Index Month: May
Base Year: 2005

Base Rental: \$1800.00
Lot or Site No.: 153

RECREATIONAL HOME SITE LEASE

STATE OF ALABAMA

COUNTY OF SHELBY

THIS RECREATIONAL HOME SITE LEASE (hereinafter referred to as the "Lease") made and entered into on this 1st day of August, 2005, by and between ALABAMA PROPERTY COMPANY, an Alabama corporation, (hereinafter referred to as "Lessor") and Mark A. Epperson and/or Shirlene M. Epperson, (hereinafter referred to as "Lessoe"). Lessor and Lessee may each be referred to herein individually as "party" and collectively as "parties."

WITNESSETH, That, whereas, Lessor owns certain lands near Lay Lake (hereinafter referred to as the "Lake") in <u>Shelby</u> County, Alabama on which Lessee desires to establish and/or maintain a private residential, recreational home site, and construct or continue the maintenance of a private residential, recreational single-family dwelling house (hereinafter referred to the "Dwelling"), such lands being more particularly described as follows, to wit (hereinafter referred to as the "Premises"):

Lot or Site 153, according to the Alabama Power Company survey of Alabama Power Company Recreational Cottage Site Sector 7, located on Lay Dam Reservoir as recorded in Map Book 23, Page 28 in the office of the Judge of Probate of Shelby County, Alabama, together with the non-exclusive right to use any access easement serving said Lot or Site as shown on the referenced drawing or Plat.

WHEREAS, Lessee desires to lease the Premises from Lessor in order to construct and/or maintain such Dwelling, and Lessee agrees to abide by and fulfill all the terms, conditions and covenants hereinafter set out;

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, Lessor does hereby demise, let and lease the Premises to Lessee for the purposes of constructing and/or maintaining on the Premises one Dwelling, and accessory buildings, and facilities incidental thereto, including but not being limited to a private dug or bored well, all of which must be approved in writing by Lessor prior to construction as set out in <u>Paragraph 2</u> hereof.

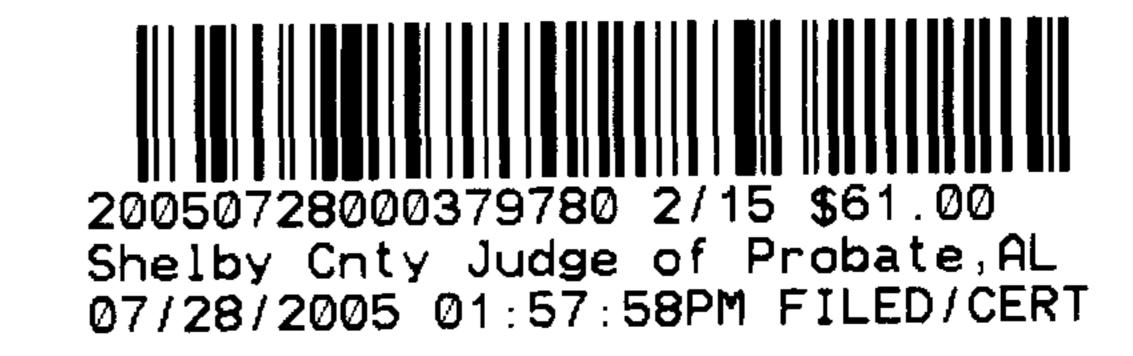
The term of this Lease shall be for five (5) years (hereinafter referred to as the "Initial Term") beginning on the <u>1st</u> of <u>August</u>, <u>2005</u>, (the "Commencement Date"), and ending on the <u>31st</u> of <u>July</u>, <u>2010</u>.

The Base Rental for this Lease is \$1,800.00. Lessee hereby covenants and agrees to pay Lessor,

☐ Annual Rent Payments. (i) \$1,800.00 for the first year of this Lease, to be paid upon execution of this Lease by Lessor; and (ii) beginning with the second year of this Lease, and for each of the remaining years of this Lease, including any Option Periods, as defined in Paragraph 22 herein, the adjusted Base Rental amount (as adjusted annually as set forth in Paragraph 23 hereof), such payments to be made on or before August 1st of each such year (such day and month being referred to herein as the "Payment Date").

Semi-Annual Rent Payments. (i) \$1,800.00 for the first year of this Lease, to be paid in equal, semi-annual payments of \$900.00 on August 1, 2005, with the last such payment due on February 1, 2006; and (ii) beginning with the second year of this Lease, and for each of the remaining years of this Lease, including any Option Periods as defined in Paragraph 22 herein, the adjusted Base Rental amount (as adjusted annually as set forth in Paragraph 23 hereof), to be paid in semi-annual payments on August 1st (such day and month being referred to herein as the "Payment Date") and with the last such payment due on February 1st.

Quarterly Rent Payments. (i) \$1,800.00 for the first year of this Lease, to be paid in equal, quarterly payments of \$450.00 on August 1, 2005, November 1, 2005, February 1, 2006, and with the last such payment due on May 1, 2006; and (ii) beginning with the second year of this Lease, and for each of the remaining years of this Lease, including any Option Periods as defined in Paragraph 22 herein, the adjusted Base Rental amount (as adjusted annually as set forth in Paragraph 23 hereof), to be paid in



quarterly payments on <u>August 1st</u> (such day and month being referred to herein as the "Payment Date"), <u>November 1st</u>, <u>February 1st</u>, and with the last such payment due on <u>May 1st</u>.

Monthly Rent Payments. (i) \$1,800.00 for the first year of this Lease, to be paid in equal monthly payments of \$150.00 commencing on August 1, 2005 and on the same day of each month thereafter, with the last such payment due on July 1, 2006; and (ii) beginning with the second year of this Lease, and for each of the remaining years of this Lease, including any Option Periods as defined in Paragraph 22 herein, the adjusted Base Rental amount (as adjusted annually as set forth in Paragraph 23 hereof), such payments to be made in monthly installments, with the adjusted monthly rental payments for each annual period to commence on August 1st (such day and month being referred to herein as the "Payment Date") and with the last such payment due on July 1st.

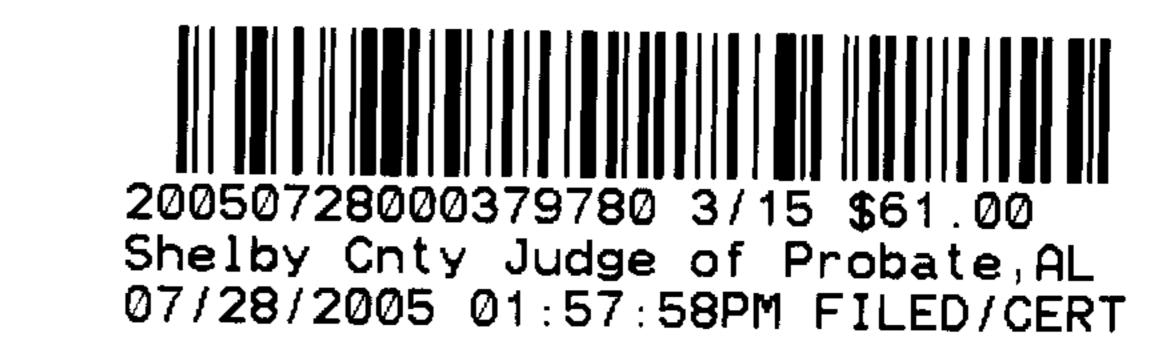
Under any of the above payment options, Annual Rent Payments, Semi-Annual Rent Payments, Quarterly Rent Payments and Monthly Rent Payments hereinafter may be referred to individually as "Rent Payment" and collectively as "Rent Payments." Lessee shall deliver to Lessor all Rent Payments due under this Lease, whether due annually semi-annually, quarterly or monthly, at Alabama Power Company, P. O. Box 242, Birmingham, Alabama 35292, and according to any instructions provided in billing statements which may be sent by Lessor to Lessee at Lessor's option. However, Lessor's failure to provide Lessee with any billing statement shall not release Lessee from paying, nor diminish Lessee's obligation to pay, Rent Payments as provided for herein.

IT IS UNDERSTOOD AND LESSEE ACKNOWLEDGES THAT THE PREMISES DO NOT INCLUDE THE SHORELINE BUFFER ZONE OWNED BY LESSOR BETWEEN THE PREMISES AND THE LAKE (SAID BUFFER ZONE BEING THE AREA WHICH FALLS BETWEEN THE CONTOUR LINES EVIDENCING THE POINTS AT WHICH THE PREMISES ARE THREE HUNDRED NINETY-SIX FEET (396') AND THREE HUNDRED NINETY-EIGHT FEET (398') ABOVE MEAN SEA LEVEL. LESSEE MAY NOT ERECT OR MAINTAIN ANY IMPROVEMENTS, OR ANY PORTION THEREOF, WITHIN THE SHORELINE BUFFER ZONE WITHOUT FIRST OBTAINING LESSOR'S EXPRESS WRITTEN PERMISSION. SUBJECT TO COMPLIANCE WITH ALL OTHER TERMS, CONDITIONS AND COVENANTS IN THIS LEASE, LESSOR, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY GRANT SUCH WRITTEN PERMISSION UPON LESSOR'S RECEIPT AND APPROVAL OF A LAKESHORE USE PERMIT (THE FORM OF WHICH IS PREPARED BY AND MAY BE OBTAINED FROM LESSOR) COMPLETED TO THE SATISFACTION OF LESSOR AND ACCOMPANIED BY PLANS AND SPECIFICATIONS FOR THE PROPOSED IMPROVEMENTS. IN NO EVENT MAY THE LESSEE ERECT OR MAINTAIN A DWELLING, OR ANY PORTION THEREOF, WITHIN THE SHORELINE BUFFER ZONE. ALL CONSTRUCTION, MAINTENANCE AND USE OF IMPROVEMENTS WITHIN THE SHORELINE BUFFER ZONE WHICH ARE APPROVED BY LESSOR SHALL BE SPECIFICALLY SUBJECT TO THE PROVISIONS OF THE LAKESHORE USE PERMIT.

This Lease is subject to Lessor's existing or future mortgages or deeds of trust, to recorded subdivision restrictions, and to the following terms, conditions and covenants:

1. Purchase or Removal of Buildings. Upon the expiration of this Lease, or upon the cancellation or termination of this Lease for any reason, Lessor shall have the exclusive right for thirty (30) days, but shall not be obligated, to purchase or furnish a purchaser for the Dwelling currently existing or hereafter constructed by Lessee on the Premises and any improvements thereon, at a price to be mutually agreed upon between Lessee and the buyer at the time of sale. If Lessor fails to purchase or furnish a buyer for such Dwelling and improvements within said thirty (30) day period and provided Lessee is not delinquent in Rent Payments, then Lessor shall give Lessee a written permit for removal of such Dwelling and improvements and Lessee shall then proceed to remove, at its sole cost and expense, the same from the Premises. After such removal is completed, Lessee, at its sole cost and expense, shall restore the Premises to substantially the same condition as that existing prior to the construction of such Dwelling and improvements. Lessee shall have ninety (90) days from the date of such written permit to complete the removal of such Dwelling and improvements. Failure to remove all or any of such Dwelling and improvements within the ninety (90) days allowed, or, in lieu of removal, the failure to complete a sale of them to a buyer approved by Lessor, shall be deemed a voluntary abandonment of such remaining Dwelling and improvements and title thereto shall pass to Lessor.

If Lessor elects not to buy or furnish a buyer for such Dwelling and improvements within said thirty (30) day period, and Lessee is delinquent in Rent Payments, Lessor shall not be obligated at the expiration of said thirty (30) day period to give Lessee a written permit for removal of such Dwelling and improvements. In such event, unless Lessee shall pay to the Lessor the full amount of such delinquent Rent Payments within sixty (60) days after the expiration or the cancellation or termination of this Lease, Lessee forfeits any right to remove said Dwelling and improvements and the title to the same shall thereupon automatically be divested out of Lessee and vested in Lessor. In the event Lessee does pay the full amount of such delinquent Rental Payments to Lessor within the time provided therefor, Lessor shall give Lessee a written permit for removal of such Dwelling and improvements and the provisions above



relating to restoration of the Premises, time for removal and voluntary abandonment will be applicable. Nothing in this paragraph shall be interpreted as extending the time for removal of such Dwelling and improvements.

Upon any termination of this Lease by Lessor, except for such causes as are hereinafter specified in <u>Paragraph 15</u> herein, any unearned Rent Payments, prorated on a daily basis, which have been collected by Lessor from Lessee shall be refunded to Lessee.

Upon any termination of this Lease by Lessee, or by Lessor for those causes hereinafter specified in <u>Paragraph 15</u> herein, no refund of unearned Rent Payments shall be made to Lessee, except such Rent Payments as may have been paid for calendar years subsequent to the year in which termination occurs.

2. Construction of Buildings. Lessee shall have the right to construct and/or maintain upon the Premises one Dwelling and such buildings, facilities, roads and other structures of a permanent nature (hereinafter collectively referred to as "improvements") which are reasonable, necessary and convenient for Lessee to use the Premises for the Recreational Purposes (as hereinafter defined). If this Lease is being given on a lot on which no Dwelling has been constructed, then Lessee, must submit plans for such Dwelling and any improvements to Lessor in writing, and the design, elevation, and location must be approved in writing by Lessor in advance of construction. Lessee shall be solely responsible for the proper design, engineering, construction and maintenance of its Dwelling and improvements. Once construction of Lessee's Dwelling is begun by Lessee, said construction must be completed within a two (2) year period. In like manner, Lessee shall secure Lessor's written approval of any changes in design, elevation or location of such Dwelling and any improvements. No temporary Dwellings or improvements of any kind shall be permitted. In the event any Dwelling or improvement is damaged or destroyed, Lessee shall repair or replace the Dwelling or improvement in accordance with plans resubmitted to and reapproved in writing by Lessor. Lessee may make minor alterations to its Dwelling and any improvements so that the same shall conform to the uses intended for the Premises, provided such alterations shall be made at the expense of Lessee with the prior approval of and under the supervision of Lessor's representative; but it is expressly understood that Lessee shall not, without the written consent of Lessor, make any material changes upon the Premises.

Any review of plans and specifications, or inspections of the alterations to or construction of Lessee's Dwelling and any improvements on the Premises by Lessor shall be for the sole benefit of Lessor, and shall not benefit or be relied upon by Lessee or any third parties. Lessor's review and approval of plans for Lessee's Dwelling and any improvements on the Premises, or its review and approval of construction or maintenance of Lessee's Dwelling and any improvements on the Premises, or its inspection of the Dwelling, any improvements or the Premises, shall not be relied upon by Lessee or any third parties as assurance, warranty or representation of any kind, express or implied, that Lessee's plans, or the actual construction or maintenance of the Dwelling and any improvements, or the Premises are safe, proper or adequate for the purposes intended, or are free from defect or danger or risk to persons or property, or that the Dwelling and any improvements are or will be structurally sound, or comply or will comply with any building or zoning codes or ordinances. Furthermore, Lessor makes no assurance, representation or warranty of any kind, whether express or implied, that a productive private dug or bored well can be installed or maintained on the Premises. Lessee shall take such measures and shall install or cause to be installed such safety devices as may be necessary to ensure the safety of Lessee, its directors, officers, employees, servants, agents, family members, guests, licensees, subtenants or invitees who use lands and waters near, adjacent to or on the Premises or the Dwelling and any improvements which are or will be constructed thereon.

- 3. Maintenance and Repairs; Utilities. Lessee, at its sole cost and expense, shall maintain and keep in good repair said Premises and the Dwelling and any improvements thereon. Lessee shall procure for its own account and shall pay the cost of all water, gas, electrical power and fuel consumed in or at said Premises.
- 4. Use of Premises; Sewage; Garbage. The Premises may be used by Lessee, Lessee's family members, guests and invitees for residence purposes and for recreational purposes, activities, and pursuits (hereinafter collectively referred to as "Recreational Purposes") and for no other object or purpose, it being expressly agreed that using or permitting the use of the Premises for any commercial purposes or for any illegal purposes shall be grounds for immediate termination of this Lease by Lessor. In the event the Premises, with the exception of those portions which are covered by timber or which are unsuitable for or not used for Recreational Purposes as of the date of this Lease, are not utilized for the proposed Recreational Purposes within a period of three hundred sixty-five (365) days from the date of completion of Lessee's Dwelling, then this Lease shall be considered as terminated by Lessee. In the event such Recreational Purposes are abandoned and discontinued for three hundred sixty-five (365) consecutive days at any time during the period of this Lease or extension thereof, this Lease shall be considered as terminated by Lessee. Upon the occurrence of either or both of the two above-described instances, any rights acquired by Lessee under this Lease would revert to Lessor forthwith, and it is understood that Lessor will have no obligation to reimburse Lessee for the construction of Lessee's Dwelling or any

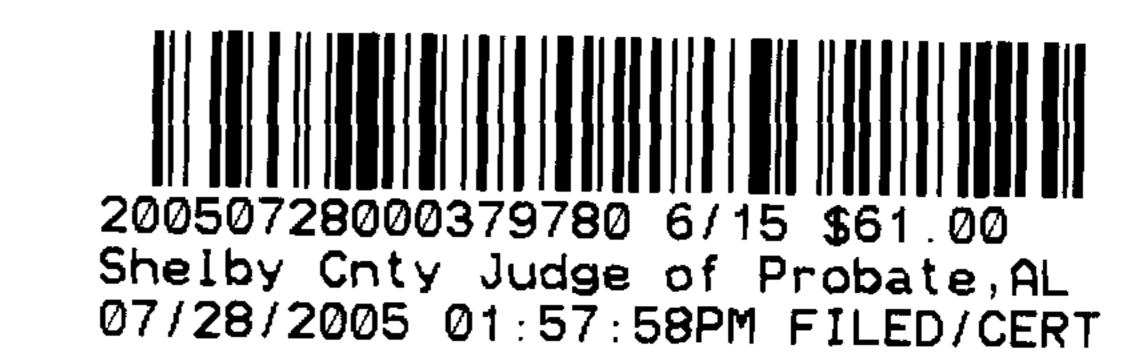
improvements on the Premises. Lessee shall not commit or suffer to be committed any waste or offensive use on or of the Premises and shall not maintain a nuisance thereon. Lessor's determination as to whether Lessee's activity constitutes a nuisance shall be final and binding on all parties. Lessee, in Lessee's use and occupancy of the Premises: (a) shall keep the Premises and its Dwelling and any improvements in a clean, neat and orderly condition; and (b) shall keep the Premises and its Dwelling and any improvements free of all waste, garbage and other unsightly debris and materials. Lessee shall not cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause injury or damage to any person or to the Premises. Lessee shall not knowingly permit or allow or cause any noxious, disturbing or offensive odors, fumes or gases or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate in or to be emitted from said Premises. No cultivation shall be permitted on the Premises, except for flowers, decorative shrubs, saplings and trees. Acts which tend to cause soil erosion shall not be permitted. Lessee shall at all times occupy and use the Premises in a lawful manner, and comply with such rules and regulations respecting sanitation, health, and safety imposed by the State of Alabama Department of Public Health and any other local, county or state department or agency having similar functions or duties, as well as such rules and regulations prescribed by Lessor, and perform any compliance with such rules and regulations as may be requested by any or all of the same as may be prescribed from time to time. Lessee shall not bring, keep or have any livestock or poultry on the Premises, nor shall Lessee cause or permit any livestock or poultry to be brought onto the Premises. Lessee shall not discharge or deposit or cause or suffer to be discharged or deposited, any waste, sewage, garbage or trash into the open waters upon or touching the Premises. Nor shall Lessee maintain or utilize any outdoor privies thereon, but instead shall provide adequate indoor toilets connected with a septic tank or tanks constructed in accordance with standards prescribed by the health authority having jurisdiction over the disposal of waste and sewage from the toilets and other facilities used by Lessee. Lessee shall furnish and maintain solid waste receptacles of appropriate capacity and design for use in the official established solid waste management plan for the area of its Dwelling and any improvements. Lessee shall be required to cooperate with Lessor, in complying with Federal licenses and directives, the State of Alabama Department of Public Health, state and local regulations in planning and providing for the collection, storage, and disposal of solid waste generated through public access and use of lands and waters near, adjacent to, or on the Premises. The cost and expense of such collection, storage, and disposal of solid waste shall be the sole responsibility of Lessee and the Lease shall be made subject to the complete fulfillment of such responsibility. No garbage or trash shall be burned or buried on the Premises, but rather shall be carried to an approved dumping area, or disposed of in a manner approved by Lessor and local governmental authorities. Lessee shall not burn brush and/or grass on the Premises except upon written consent of Lessor, and promises to exercise due diligence to prevent fire on the Premises. If conditions necessitate community wide cooperation for adequate handling of garbage collection and other similar matters, and such a community enterprise is formed, Lessee shall cooperate with his neighbors in such enterprise.

5. Fire Prevention and Control. Lessee shall not build, start or set fires on the Premises and shall take all reasonable precautions to prevent forest fires on the Premises. Furthermore, if Lessee discovers or learns of any fire on the Premises or in the vicinity thereof, Lessee shall immediately notify Lessor and the Alabama Forestry Commission and take all reasonable measures to control and extinguish the fire and to prevent or minimize damage to persons, land and personal property.

6. Reservations by Lessor.

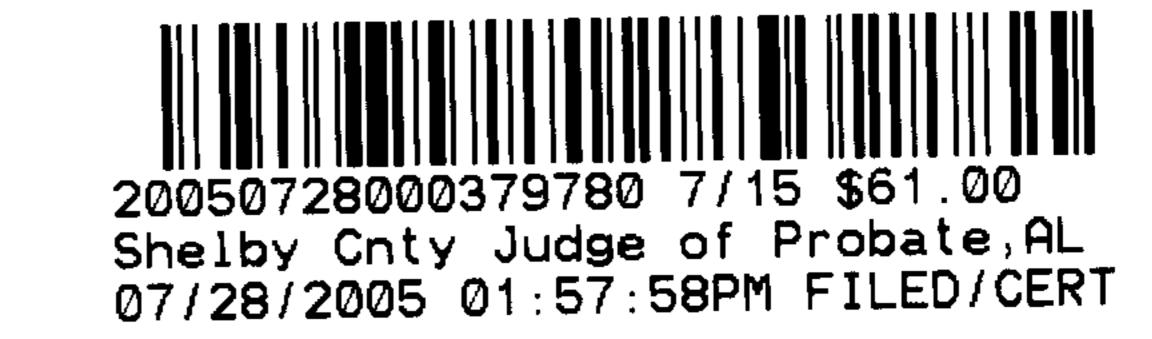
Lessor expressly reserves for itself, Alabama Power Company (hereinafter (a) referred to as the "Company") and their successors and assigns, the right to cut and remove timber from any part of the Premises, together with the right of ingress and egress on or across any part of the Premises. However, in exercising such rights, Lessor shall give due consideration to the aesthetic needs and use of the Premises and only after seeking and considering the advice of Lessee. Neither Lessor nor the Company nor their successors and assigns, shall be liable to Lessee, Lessee's heirs, assigns, directors, officers, employees, servants, agents, family members, guests, licensees or invitees for damage or claim for damages to property or injury to person or persons resulting from the falling of any limb or tree which may occur on the Premises, and Lessee agrees to indemnify, hold harmless and defend Lessor, the Company and their successors, assigns, directors, officers, agents, servants and employees from any such damage or claim for damages or injury. Lessee agrees to inspect the trees on Premises from time to time and to cut and remove from the Premises any trees or limbs which, in Lessee's opinion, need cutting because they are in such a state as to constitute a danger to Lessee's Dwelling or any improvements, or to persons who visit or occupy the Premises, or to property placed on the Premises. Notwithstanding the foregoing, Lessee is expressly forbidden to cut or remove, or cause to be cut or removed, any trees or saplings or deaden any green timber, regardless of size, growing on said Premises without the written consent of Lessor being secured in advance, except such trees which are in such a state as to constitute a danger to such Dwelling or any improvements or persons. If such written consent is granted by Lessor to Lessee, then Lessee shall give Lessor the option to either: (i) cut, remove, or cause to be cut or removed, such timber, trees or saplings for the purposes of Lessor selling the same for profit; or (ii) permit Lessee to cut, remove, or cause to be cut or removed, such timber, trees or saplings and to receive compensation from Lessee for the market value of the same.

- Lessor expressly reserves for itself, the Company and their successors and assigns, all oil, gas, coal, gravel and minerals and mining rights in and under the Premises (hereinafter collectively referred to as "Minerals"), together with the right to take all usual, necessary and convenient means for workings, extracting, preparing for use and transporting said Minerals and to do all things as may be necessary or convenient for any such purpose; provided, however, that Lessor waives surface rights to the Premises for such purposes. Notwithstanding the foregoing waiver of surface rights, Lessor expressly reserves for itself, the Company and their agents or assigns, all the necessary rights to enter on property adjacent to the Premises and perform drilling, testing, surveying, and other surface or subsurface explorations for Minerals under the Premises.
- Lessor expressly reserves for itself, the Company and their successors and (c) assigns, the right to construct, operate and maintain on the Premises electric transmission lines and appliances in connection therewith, and, in or on waters adjacent to the Premises, dams, power plants, locks, water channels and other structures or works necessary in connection with a dam or dams constructed or to be constructed either up or downstream from the Premises, and the right to do all things necessary in determining the usefulness of the Premises therefore, and Lessor further reserves for itself, the Company and their successors and assigns, the right to back-up and maintain the waters of the Coosa River and Lay Lake, their tributaries and/or such channels from time to time over and upon all the Premises and to raise and lower such waters as it deems necessary, together with the right of ingress and egress, and neither Lessor nor the Company, nor any of their successors, assigns, directors, officers, agents, servants or employees, shall be liable to Lessee, its heirs, assigns, directors, officers, employees, servants, agents, family members, guests, licensees, subtenants, invitees or anyone else whether working or residing on, or otherwise using, the Premises temporarily or otherwise, for any loss, damage or expense whatever accruing or resulting directly or indirectly therefrom, or for any of the consequences which may result from the construction, maintenance or operation of said transmission lines and appliances, dam or dams, raised water levels, floods, reservoirs, power plants, locks, water channels or structures or works. In addition to, and not in substitution for or limitation of, any other indemnification clause set forth in this Lease, Lessee agrees and covenants to release, indemnify, hold harmless and defend Lessor, the Company and their successors, assigns, directors, officers, agents, servants and employees from any and all claims, damages, suits, or actions of any character and any loss, cost or expense for damages to property and for injury or death to persons arising out of or related to the exercise by Lessor or the Company of any of the rights reserved under this Paragraph 6(c). This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier cancellation or termination of this Lease.
- (d) Lessor expressly reserves for itself, the Company and their successors and assigns, the right to enter upon the Premises at any reasonable time during the period of this Lease in pursuit of their business activities or corporate powers, to carry out the purposes of any of the reservations set forth in this Paragraph 6, to inspect the Premises and to carry on erosion control programs and forestry programs and other like conservation programs upon the Premises, due protection and consideration being afforded the Dwelling, any improvements and the uses of Lessee. However, to the extent practical and without limiting or lessening any of the rights reserved to Lessor under this Paragraph 6, Lessor shall not interfere with Lessee's conduct of Recreational Purposes when entering the Premises pursuant to this Paragraph 6(d). Lessor shall be the judge as to what constitutes "any reasonable time" as set out in the first part of this Paragraph 6(d).
- 7. Hazardous Materials; Government Regulations. Lessee shall comply with all laws applicable to the use of the Premises, and without limiting the generality hereof, shall comply with all applicable federal, state, county and local environmental, health and safety regulations, and any laws or



regulations concerning the preservation of public order, and will not by any act or omission render Lessor liable for any violation thereof. During the Initial Term of this Lease and any Option Period:

- No Hazardous Materials (as hereinafter defined) will be contained in, treated, (a) stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Premises or the Lake. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, petroleum or petroleum products, scrap tires, dry cleaning agents, urea formaldehyde foam insulation, flammable explosives, lead-based paints, polychlorinated biphenyls (hereinafter referred to as "PCBs"), radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. Sections 6901, et seq.), the Clean Water Act (33 U.S.C. Sections 1251, et seq.), the Oil Pollution Act (33 U.S.C. Sections 2701 et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. Sections 2601, et seq.), the Alabama Water Pollution Control Act (Ala. Code Sections 22-22-1 et seq.), the Alabama Solid Wastes Disposal Act (Ala. Code Sections 22-27-1 et seq.), the Alabama Hazardous Wastes Management And Minimization Act (Ala. Code Sections 22-30-1 et seq.), the Alabama Hazardous Substance Cleanup Fund Act (Ala. Code Sections 22-30A-1 et seq.), the Alabama Underground and Aboveground Storage Tank Trust Fund Act (Ala. Code Sections 22-35-1 et seq.), the Alabama Lead ban Act of 1988 (Ala. Code Sections 22-37-1 et seq.), the Alabama Lead Reduction Act of 1997 (Ala. Code Sections 22-37A-1 et seq.), the Alabama Drycleaning Environmental Response Trust Fund Act (Ala. Code Sections 22-30D-1 et seq.), and the Alabama Scrap Tire Disposal Act (Ala. Code Sections 22-40-1 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental, health and safety laws, statutes, codes, rules, regulations or ordinances now or hereafter in effect. Under no circumstances shall underground or aboveground storage tanks be constructed or placed on the Premises. Notwithstanding anything to the contrary in the foregoing, Lessee shall be permitted to use reasonable amounts of those Hazardous Materials which are necessary to conduct the Recreational Purposes on the Premises; provided, however, that any such use shall be in compliance with all federal, state, county and local environmental, health and safety laws, statutes, codes, rules, regulations and ordinances currently or hereafter existing, including, but not limited to, those referenced above in this Paragraph 7(a), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Lessor shall be the sole judge as to what constitutes "reasonable amounts" and which Hazardous Materials are "necessary" to conduct Recreational Purposes on the Premises.
- No Pesticides/Herbicides (as hereinafter defined) will be applied on, contained (b) in, discharged from, disposed of on, generated on, handled on, located on, prepared or produced on, stored on, transported to or from, or constitute a part of, the Premises or the Lake. As used herein, the term "Pesticides/Herbicides" includes, without limitation, any pesticides, insecticides, nematocides, fungicides, rodenticides, herbicides, desiccants, and/or defoliants or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Alabama Pesticide Act (Ala. Code § 2-27-1 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in any other federal, state, county or local environmental, health and safety laws, statutes, codes, rules, regulations or ordinances now or hereafter in effect. Notwithstanding anything to the contrary in the foregoing, Lessee shall be permitted to use reasonable amounts of those Pesticides/Herbicides which are necessary to conduct the Recreational Purposes on the Premises; provided, however, that any such use shall be in compliance with all applicable federal,



state, county and local environmental, health and safety laws, statutes, codes, rules, regulations and ordinances currently or hereafter existing, including, but not limited to, those referenced above in this Paragraph 7(b), and as any of the same may be amended from time to time. For purposes of the preceding sentence, Lessor shall be the sole judge as to what constitutes "reasonable amounts" and which Pesticides/Herbicides are "necessary" to conduct Recreational Purposes on the Premises. Under no circumstances, however, shall the Premises be utilized in such a manner as to constitute an "establishment" as that term is defined in 7 U.S.C. § 136(dd).

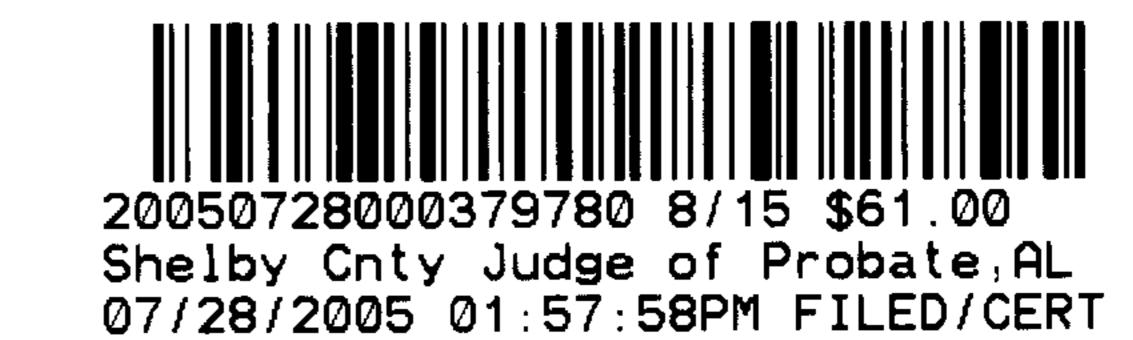
- All of the Premises will comply in all respects with applicable federal, state, county and local environmental, health and safety laws, statutes, codes, rules, regulations, and court or administrative orders currently or hereafter existing or imposed and as may be amended from time to time.
- (d) Lessee shall give immediate oral and written notice to Lessor of its receipt of any written or oral notice of a violation of any law, rule or regulation covered by this Paragraph 7, or of any written or oral notice of other claim relating to the environmental or physical condition of the Premises, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

In addition to, and not in substitution for or in limitation of, any other indemnification clause set forth in this Lease, Lessee agrees to and does hereby indemnify and hold Lessor, the Company and their successors, assigns, directors, officers, agents, servants and employees harmless from all loss, cost, damage, claim and expense incurred by Lessor arising from or related to (i) the violation of any representation or warranty set forth in this Paragraph 7, (ii) Lessee's failure to perform any obligations of this Paragraph 7, (iii) Lessee's or the Premises's failure to fully comply with all environmental, health and safety laws, statutes, codes, rules, regulation and ordinances, with all occupational health and safety laws, rules and regulations, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Premises. This indemnification expressly includes, but is not limited to, any claims for cost recovery or contribution that Lessor may make against Lessee or the Company pursuant to CERCLA. This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier cancellation or termination of this Lease, the exercise of any right or remedy under the Lease, and any subsequent sale or transfer of the Premises, and all similar or related events or occurrences. However, this indemnification shall not apply to any Hazardous Materials or Pesticides/Herbicides first stored, generated, placed or released on the Premises before the Commencement Date of this Lease, or after the termination or expiration of the Lease and the subsequent vacation of the Premises by Lessee.

8. Indemnity. Lessor as an important condition of agreeing to this Lease, has specifically bargained for Lessee to provide the following protection, on which both parties hereto have specifically focused in the bargaining process, and which shall apply in all events and under all circumstances:

Lessee agrees and covenants to release, indemnify, hold harmless and defend Lessor, the Company and their successors, assigns, directors, officers, agents, servants, or employees from any and all claims, damages, suits, or actions of any character and any loss, cost or expense for damages to property and for injury or death to persons arising out of or related to any use or occupancy by the Lessee of the Premises which are the subject of this Lease, in whatever manner the same may be caused, or whether or not the same be caused, occasioned or contributed to by the negligence, sole or concurrent, of Lessor, the Company, or their successors, assigns, directors, officers, agents, servants or employees. Said release, indemnity, hold harmless and defense agreement shall apply without limitation to all persons and shall specifically apply for any claim, damages, injuries, suits or actions of any character for injuries or damage suffered by Lessee, its heirs, assigns, directors, officers, employees, servants, agents, family members, guests, licensees, subtenants, invitees, or any other persons or entities whomsoever, based upon any injury or death to person or persons or damage to property arising out of or related to any use or occupancy by Lessee of the Premises leased hereunder.

This indemnification clause shall be given effect in accordance with its plain meaning and no rule of interpretation shall be given effect as to construe it contrary to the party responsible for its drafting. This indemnification shall survive the expiration or earlier cancellation or termination of this Lease.



9. Insurance. Lessee shall procure and maintain, at its own cost and expense, a Comprehensive General Public Liability Insurance policy on an occurrence basis with minimum limits of liability in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for bodily, personal injury or death to more than one person and in an amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to damage to property; which insurance shall contain a contractual liability endorsement covering the matters set forth below. Whenever, in Lessor's reasonable judgment, good business practice and changing conditions reasonably indicate a need for additional or different types of insurance, Lessee shall, upon request, obtain such insurance at its expense. Lessor may, in Lessor's reasonable discretion, require Lessee to obtain increased amounts of liability insurance coverage as dictated by changed market and risk conditions, which require the need for additional coverage, or as required by law or regulation as a condition to the exercise of any Option Period to extend the period of this Lease beyond the expiration of the Initial Term.

All insurance required to be carried by Lessee shall name Lessor and Lessee, as their respective interest may appear, together with such other party or parties (as may be designated by Lessor) as their interest may appear. All such insurance shall be issued by a financially responsible company or companies licensed to do business in the State of Alabama and authorized to issue such policy or policies and shall contain endorsements providing as follows: (a) that any insurance shall not be subject to cancellation, termination or change except after thirty (30) days prior written notice by registered mail to Lessor by the insurance company; and (b) that Lessor shall not be liable for any damage by fire or other casualty covered by such insurance, no matter how caused, it being understood that Lessee shall look solely to its insurer or insurers for reimbursement. Lessee waives, unless said waiver should invalidate any such insurance, its right to recover damages against Lessor. Any insurance policy procured by Lessee shall contain an express waiver of any right of subrogation by the insurance company against Lessor. All public liability and property damage policies shall contain an endorsement that Lessor, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss or damage occasioned to it, its servants, agents and employees by reason of the negligence of Lessee. The original policy or policies, or duly executed certificates for the same, together with satisfactory evidence of payment of premium thereof shall be delivered to Lessor on the Commencement Date, and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the period of any such coverage. The minimum limits of any insurance coverage required herein to be carried by Lessee shall not limit Lessee's liability under Paragraph 8 of this Lease.

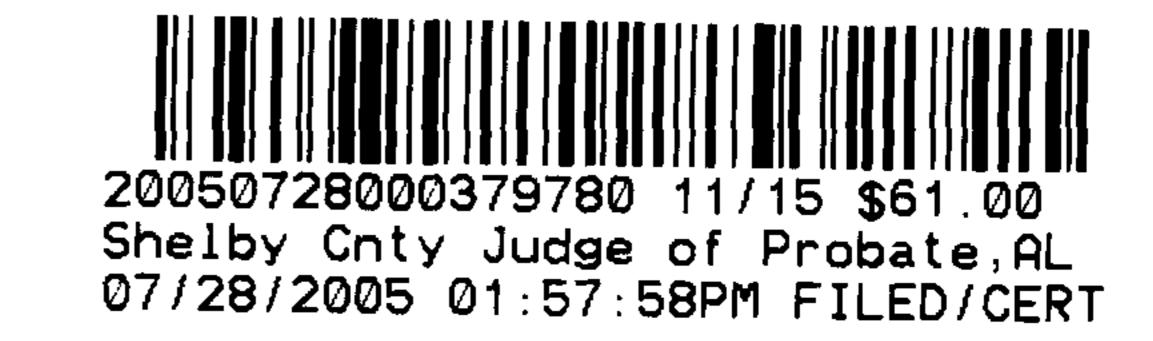
- 10. Condition of Premises on Termination. Lessee agrees upon the expiration or earlier cancellation or termination of the Initial Term of this Lease, or any Option Period thereof, to leave the Premises in as good condition as at the Commencement Date.
- 11. Examination of Premises; No Warranty on Condition of Premises. Lessee shall examine the Premises and any Dwelling and improvements thereon before taking possession and Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises and any such Dwelling and improvements were in good order and satisfactory condition. Lessor does not warrant that the Premises or any Dwelling and improvements thereon are safe or suitable for the purposes for which they are permitted to be used under the terms of this Lease.
- 12. Taxes. Lessee shall be liable for all taxes levied or assessed against the Dwelling, personal property, furniture, fixtures or improvements currently existing or hereafter constructed or placed by Lessee on the Premises. If any such taxes for which Lessee is liable are levied or assessed against Lessor or Lessor's property and if Lessor elects to pay the same, or if the assessed value of Lessor's property is increased by inclusion of the Dwelling, personal property, furniture, fixtures or improvements currently existing or hereafter constructed or placed by Lessee on the Premises, and Lessor elects to pay the taxes based on such increase, then Lessor shall notify Lessee, and Lessee shall pay to Lessor upon demand that part of such taxes for which Lessee is liable hereunder. All ad valorem taxes which may be lawfully imposed by the State of Alabama and its subdivisions upon the Premises shall be paid by Lessor.
- 13. Premises Subject to Existing Easements, Etc.. This Lease is subject to all easements affecting the Premises shown or described on the recorded plat, in recorded subdivision restrictions, or in other instruments of record, or shown in drawings on file with Lessor which shall be made available to Lessee for inspection during normal business hours upon request made reasonably in advance of such inspection, or which would be disclosed by an inspection of the Premises.
- 14. Assignment, Etc. Lessee shall not transfer this Lease nor any interest therein, nor sublet the Premises herein described, nor permit anyone to occupy or use the Premises or the Dwelling and any improvements currently existing or hereafter constructed thereon, without the prior written consent of Lessor. This Lease may not be transferred, sublet or assigned in any respect if a Dwelling has not been completed on the Premises prior to the proposed transfer. Each and every one of the terms, conditions and covenants of this Lease governing the use and occupancy by Lessee shall apply to all Lessee's directors, officers, employees, servants, agents, family members, guests, licensees, subtenants and invitees, Lessee being responsible to Lessor for all the acts of any such persons in the event any of the

same breach any of the terms, conditions or covenants of this Lease. Lessee warrants that at all times the full title to the Dwelling and improvements currently existing or hereafter constructed or placed upon the Premises shall be exclusively held by Lessee; however, the provisions of this paragraph shall not prevent Lessee from giving a mortgage (if the form and content of such mortgage are first approved in writing by Lessor) on such Dwelling and any improvements constructed or to be constructed on the Premises, all subject to the terms of this Lease, and nothing herein shall prevent a purchaser at a sale under such mortgage, from obtaining title to the same, and from obtaining the right to occupy the Premises, under the terms and conditions of this Lease, or from transferring to another its said rights; provided, however, that notice of any such sale, and the name, address and other information concerning the purchaser as reasonably requested by Lessor, shall be given to Lessor, in writing, within thirty (30) days of such sale. Failure to give such notice shall result in the termination or this Lease.

- 15. **Default.** The happening of any one or more of the following listed events (hereinafter referred to singly as an "Event of Default" and plurally as "Events of Default") shall constitute a breach of this Lease namely:
 - (a) The failure of Lessee to pay any rent payable under this Lease within ten (10) days after the date the same shall become due;
 - (b) Any failure to observe or perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice thereof shall have been given to Lessee;
 - (c) The filing by, against or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act;
 - (d) The use of the Premises by Lessee for purposes other than the Recreational Purposes for which the Premises are leased;
 - (e) The appointment by any Court or under any law of a Receiver, Trustee, or other Custodian of the property, assets or business of Lessee;
 - The assignment by Lessee of all or any part of its property or assets for the benefit of creditors;
 - (g) Lessee's failure to pay taxes as provided in Paragraph 12 herein;
 - (h) Lessee's removing or Lessee's manifesting an intention of removing Lessee's Dwelling or any improvements located upon the Premises without Lessor's prior written consent;
 - (i) Lessee's failure to complete construction or reconstruction of the approved Dwelling as set forth in <u>Paragraph 2</u> herein;
 - (j) Lessee's use or permitting the use of the Premises for any commercial purposes or for any illegal purposes;
 - (k) Lessee's failure to give notice of any sale under a security agreement or other instrument within the time period set forth in <u>Paragraph 14</u> herein;
 - (1) Lessee's failure to promptly pay Lessor's expenses as set out in <u>Paragraph 17</u> herein;
 - (m) The levy of execution attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debtor claim; or
 - (n) Upon the occurrence of any other event specified in this Lease to be an Event of Default.

When terminating for any of the causes listed above in this <u>Paragraph 15</u>, Lessor shall give ten (10) days' written notice of termination. At the expiration of such ten (10) days' written notice, the Lessee's rights and privileges herein shall cease and Lessee shall thereafter be considered a trespasser on the Premises; provided, however, Lessee in such event shall have the right to remove any Dwelling and any improvements which are annexed to such Premises to the extent provided, and in accordance with, the provisions of <u>Paragraph 1</u> herein.

- 16. Lessor's Remedies Upon Default. Upon the occurrence of an Event of Default under this Lease, Lessor, at its option (without further notice or demand of any kind to Lessee or any other person except as herein expressly provided) shall have, in addition to all the legal and equitable remedies, and the remedies described elsewhere in this Lease, the following described remedies:
 - (a) Lessor shall have the right to proceed by attachment, suit or otherwise to collect any delinquent Rent Payments or other amounts due Lessor hereunder. In the event it is necessary for Lessor to bring suit for Rent Payments or other charges as they accrue or in order to collect any damages, Lessor shall have the right to allow such Rent Payments or deficiencies to accumulate and to bring an action on several or all of the deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for subsequent Rent Payments or damage deficiencies.
 - (b) Lessor may elect to accelerate and make immediately due and payable all Rent Payments due under this Lease by giving notice of such election to Lessee and, in such event, Lessee shall pay at once to Lessor a sum of money equal to the Rent Payments and other charges to be paid by Lessee to Lessor for the remaining years of the Initial Term of the Lease and any Option Periods thereof, and Lessor shall have the right to proceed by attachment, suit or otherwise to collect such sum or other amounts due Lessor hereunder.
 - Lessor may elect to terminate this Lease by written notice to Lessee specifying the date the Lease will terminate, which termination shall occur at the expiration of the ten (10) days' written notice provided for in Paragraph 15 of this Lease, and upon such date this Lease shall end. Lessor may immediately repossess the Premises and Lessee shall pay at once to Lessor as damages a sum of money equal to the Rent Payments and other charges to be paid by Lessee to Lessor for the remaining years of the Initial Term of the Lease and any Option Periods thereof, and Lessor shall have the right to proceed by attachment, suit or otherwise to collect such sum or other amounts due Lessor hereunder.
 - Lessor may elect to terminate Lessee's right of possession without terminating (d) this Lease, in which event Lessee agrees to surrender possession and vacate the Premises immediately and deliver possession to Lessor, and Lessee hereby grants Lessor full and free license to enter in and upon the Premises or any part thereof, and to expel or remove Lessee or any other person or party who may be occupying or within the Premises or any part thereof, and remove any and all property therefrom. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee without terminating this Lease or releasing Lessee in whole or in part from Lessee's obligations to pay rent and other charges and perform any of the terms, conditions and covenants to be performed by Lessee as provided in this Lease and without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without becoming liable for any loss or damage which may be occasioned thereby, and without relinquishing Lessor's rights as herein provided. If Lessor re-enters the Premises without terminating this Lease, then Lessor may relet the Premises or any part or parts thereof, either in the name of Lessor, Lessee or otherwise, for a period which may at Lessor's option be less than or exceed the period which would otherwise have constituted the balance of the applicable period under the Lease and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. The refusal or failure of Lessor to relet the Premises or any part or parts thereof shall not release or affect Lessee's liability for damages; provided, however, that Lessor shall use reasonable efforts to relet the Premises. If any Rent Payment collected by Lessor upon such reletting for Lessee's account is not sufficient to pay the full amount of the Rent Payment, whether annual or monthly, due under this Lease and is not theretofore paid by Lessee, Lessee shall pay to Lessor the amount of each such deficiency upon demand. There shall be added to said deficiency such expenses as Lessor may incur in connection with any reletting (such as court costs, reasonable attorneys' fees and disbursement, brokerage and expenses for putting and keeping the Premises in good order or for preparing the same for reletting). No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such termination be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.



In all events Lessor may terminate the Lease for such breach at any time thereafter and after such termination Lessee shall not be entitled to any claim whatsoever, of any kind or nature, for any excess Rent Payments that may be collected by Lessor. The reletting of the Premises beyond the date originally fixed for expiration of the Initial Term of the Lease or any applicable Option Periods thereof shall not be deemed to release Lessee from his obligations hereunder. An election to re-enter the Premises (without terminating the Lease) and the reletting or not reletting of the Premises shall not thereafter prevent Lessor from electing to terminate the Lease for such previous breach. In the event it is necessary for Lessor to bring suit for such Rent Payments or other charges as they accrue or in order to collect any damages, Lessor shall have the right to allow such Rent Payments or deficiencies to accumulate and to bring an action on several or all of the deficiencies at one time. Any such suit shall not prejudice in any way the right of Lessor to bring a similar action for subsequent Rent Payments or damage deficiencies.

- 17. Calculation of Rent in Certain Circumstances. For purposes of computing Rent Payments and other charges due in the event that Lessor elects, pursuant to Paragraph 16, to accelerate the Rent Payments hereunder, or to terminate this Lease, the Rent Payments payable to Lessor under this Lease shall include the Rent Payments which otherwise would have been payable by Lessee had there been no Event of Default. In addition, damages shall include interest on past due Rent and other charges and Lessor's reasonable attorneys' fees, court costs and expenses incurred in connection with the termination of this Lease because of Lessee's breach.
- 18. Expenses. Lessee will pay or reimburse Lessor for all reasonable attorneys' fees, costs and expenses incurred by Lessor in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which Lessor is made a party, or appears as party plaintiff or defendant, affecting this Lease, Lessee or the Premises, including but not limited to the sale under any security interest affecting any Dwelling, improvements or personal property on the Premises, or any action to enforce the provisions hereof. If Lessee shall default under any of the terms, conditions or covenants of this Lease on its part to be performed or observed, Lessor shall be entitled to interest on any monies expended on behalf of Lessee and any costs or expenses incurred by Lessor, at a rate per annum equal to the lesser of (i) the highest rate allowable by law, or (ii) 12% per annum. Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any State in the United States as against the collection of any debt herein or hereby incurred or secured.
- 19. Condemnation. In the event that the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain or like power, then the Initial Term of this Lease, and any Option Periods, shall terminate as to the part of the Premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment or decree entered in the proceedings in exercise of such power. All damages awarded for such taking of the Premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of Lessor, including but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the Premises.
- 20. Notices. Where notices are provided for herein, such notices shall be conclusively deemed given when in writing and posted in U.S. Mail, registered or certified, by personal delivery, or by any form of express delivery requiring a signed receipt, addressed as follows:

NOTICE TO LESSOR

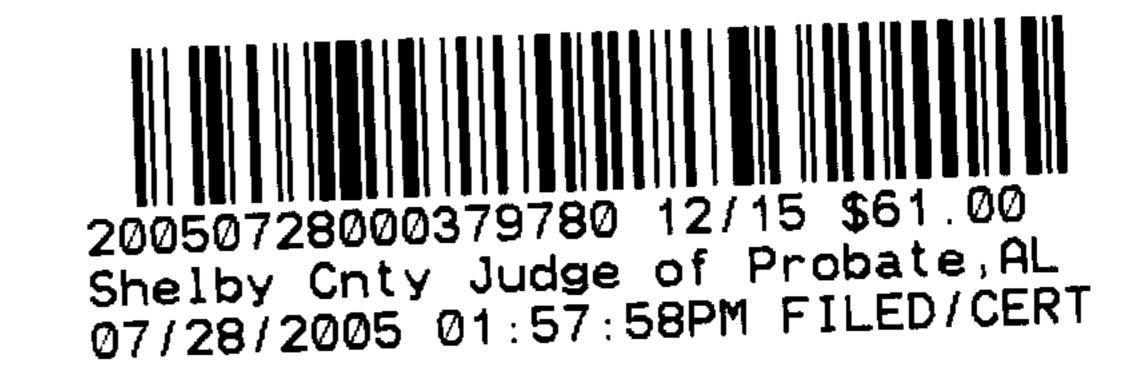
NOTICE TO LESSEE

Alabama Power Company
Corporate Real Estate
P. O. Box 540
Clanton, Alabama 35046-0540
Attention: Manager, Sales and Leasing

Mark A. Epperson and/or Shirlene M. Epperson 60 Berry Lane Montevallo, AL 35115

Where there is more than one Lessee, a notice sent to the address set forth above shall be effective notice to all Lessees. Either party may change its address for receipt of notice by giving written notice to the other party in the manner set forth in this <u>Paragraph 20</u>. Notice given by personal delivery or by express delivery shall be deemed given when received.

- 21. Recording of Lease. Lessee shall record this Lease at Lessee's sole cost and expense. Lessee acknowledges that each of the Option Periods permitted under <u>Paragraph 22</u> of this Lease shall be null and void in the event that Lessee fails to record this Lease in the Office of the Judge of Probate of <u>Shelby</u> County, Alabama and that, in the event of such failure, Lessor shall have no obligation to extend, and Lessee shall have no right to enforce, any of the Option Periods and this Lease shall be deemed to have been terminated at the expiration of the Initial Term.
- 22. Extensions of Lease. Provided Lessee is not in default under any of the terms or conditions of this Lease, Lessee shall have the option, but not the obligation, to extend this Lease after the expiration of the Initial Term for up to five (5) successive periods of five (5) years each (all such periods may each



be referred to herein individually as "Option Period" and collectively as "Option Periods") on the same terms, conditions and covenants, save for any additional or different insurance requirements which may be imposed by Lessor pursuant to <u>Paragraph 9</u> of this Lease. In the event of Lessee's exercise of any such Option Period, the Rent Payments shall continue to be adjusted as set forth in <u>Paragraph 23</u> hereof. Lessee shall exercise its option to exercise any Option Period by paying the first Rent Payment for such Option Period when due. Failure of the Lessee to make such payment shall not result in any liability of Lessee to Lessor for such amount, but rather shall be treated as an election by Lessee not to exercise its right to renew this Lease, and this Lease shall terminate according to its terms.

23. Rental Adjustments. The Base Rental for the first year of this Lease shall be the amount set forth on page 1 hereof. It is the intent of this Lease that Lessee shall pay to Lessor, in advance, commencing with the second year of this Lease, Base Rental which reflects any change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, All Items (1982-84 = 100), as published by the Bureau of Labor Statistics of the U. S. Department of Labor (herein the "Consumer Price Index").

Therefore, beginning with the second year of this Lease and each year thereafter during the remaining years of this Lease and any Option Period, Lessor and Lessee agree that the Base Rental shall be adjusted on the Payment Date of each year during the remainder of the Initial Term of this Lease and any Option Period thereof as follows:

For the purposes hereof, the third calendar month preceding the Commencement Date is referred to as the "Index Month", and the calendar year of the Index Month preceding the Commencement Date is referred to as the "Base Year" [for example: if the Commencement Date is in May, 1989, the Index Month would be February, and the Base Year would be 1989; if the Commencement Date is in February, 1989, the Index Month would be November, and the Base Year would be 1988].

The Base Rental shall be adjusted on the Payment Date of each year to reflect any change in the Consumer Price Index from the Consumer Price Index for the Index Month of the Base Year (hereinafter referred to as "BCPI") to the Consumer Price Index for the Index Month immediately preceding such Payment Date (hereinafter referred to as "ECPI").

The Change will be computed as follows:

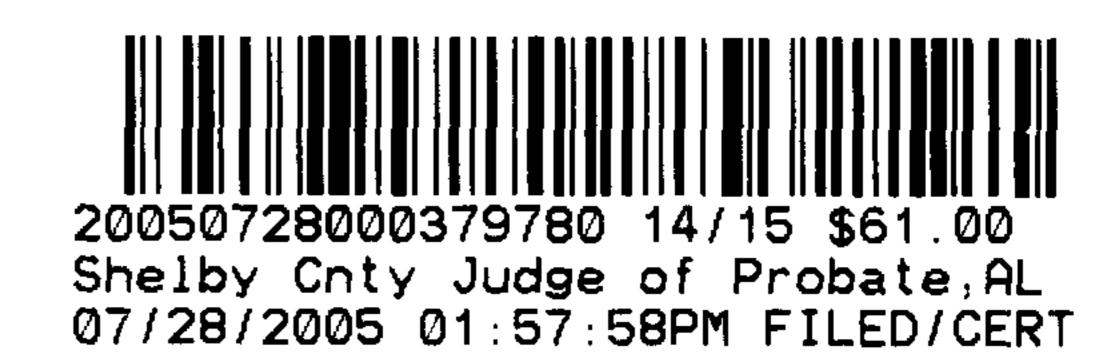
ECPI - BCPI percentage change to be BCPI x 100 = multiplied by the Base Rental

The resulting product is the dollar amount to be added to the Base Rental amount in order to determine the adjusted Base Rental. Anything to the contrary herein notwithstanding, in no event shall the adjusted Base Rental be decreased below the amount of the Base Rental set forth on Page 1 hereof.

If the said Consumer Price Index published by the Bureau of Labor Statistics of the U. S. Department of Labor, as the same is now computed and published, should be discontinued, or enlarged upon, or changed, upward or downward, the rental adjustments will be calculated on the equivalent of the present Consumer Price Index, and for the purpose of determining and calculating the equivalent of the Consumer Price Index, use shall be made of the successor index or indexes and the formulae announced or published by the Bureau of Labor Statistics of the United States Department of Labor, and its successors, as being proper for conversion of any such successor index to the equivalent of the present Consumer Price Index.

- 24. Lessee's Representations. If Lessee is a business entity and not an individual, Lessee represents and warrants to Lessor the following: (a) Lessee is a business entity duly organized and existing in good standing and has full power and authority to make and deliver this Lease; (b) the execution, delivery and performance of this Lease by Lessee has been duly authorized by all necessary action of its principals and does not and will not violate the provision of, or constitute a default under, any presently applicable laws or its organizational instruments or any agreement presently binding on it; and (c) this Lease has been duly executed and delivered by the authorized officers of the Lessee and constitutes its lawful, binding, and legally enforceable obligation.
- 25. Identity of Interest. The execution of this Lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between the parties the relationship of principal or agent or of partnership or of joint venture and the relationship between the parties shall be that only of Lessor and Lessee.

- 26. Delay or Omission No Waiver. No delay or omission of Lessor to exercise any right, power or remedy hereunder shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such right or a waiver of any default by Lessee, or acquiescence in such a default; and every right, power and remedy given hereunder to Lessor may be exercised from time to time and as often as may deemed expedient by Lessor.
- 27. No Waiver of One Default to Affect Another. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon.
- 28. Remedies. No right, power, or remedy conferred upon or reserved to Lessor by this Lease is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or now or hereafter existing at law or in equity or by statute. It is agreed that in any proceeding by Lessor to enforce the provisions of this Lease, damages shall not be deemed an adequate remedy, and Lessor shall have the right to seek and obtain an injunction for specific performance of the provisions hereof.
- 29. Binding on Successors, Heirs, Executors, Etc. The terms, conditions and covenants contained in this Lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns; provided, that this clause shall not act to constitute Lessor's consent to any assignment or subletting by Lessee except in strict accordance with the terms of this Lease.
- 30. Headings. The headings of the paragraph of this Lease are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.
- 31. Gender. Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural.
- 32. Invalid Provisions to Affect No Others. In case any one or more of the terms, conditions, covenants or provisions contained in this Lease shall be invalid, illegal or unenforceable in any respect, the validity of the remaining terms, conditions, covenants or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.
- 33. Merger; Entire Agreement. It is understood and agreed that all undertakings and agreements previously had between the parties and their counsel or other representatives are merged in this Lease, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation, or warranty not embodied in this lease, made by or on behalf of the other. This Lease and any Exhibits, Riders or Addenda attached hereto state the entire agreement between Lessor and Lessee and merge in this Lease all statements, representations and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect.
- 34. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 35. Governing Law. This Lease shall be governed by and interpreted under the laws of the State of Alabama.



IN WITNESS WHEREOF, the parties hereunto have executed these presents in duplicate.

LESSOR:

WITNESS OR ATTEST:

ALABAMA PROPERTY COMPANY

Dala Rentreat

By: Assistant Vice President

LESSEE:

WITNESS OR ATTEST (as to Lessee 1):

Hay W. Zhee

Mark A. Epperson

Address of Witness:

233 Co. 721. 237

Clanton, AU 35045

WITNESS OR ATTEST (as to Lessee 2):

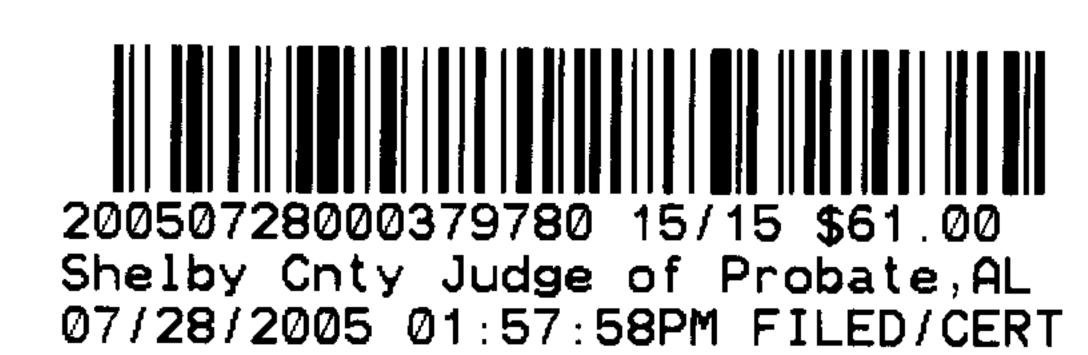
Hang W. Hale

Shirlene M. Epperson

Address of Witness:

233 Co. 72d. 237

Clanton, AL 35045



STATE OF ALABAMA)
COUNTY OF JEFFERSON)	

I, <u>Candy Carroll Hayes</u>, a Notary Public in and for said County in said State, hereby certify that <u>John E. Baumgartner</u>, <u>III</u>, whose name as <u>Assistant Vice President</u> of ALABAMA PROPERTY COMPANY, a 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 the above and foregoing instrument, <u>he</u>, as such <u>officer</u> and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the	36 Hay of July , 2005.
	Notary Public My Commission Expires: 6-10-2009
STATE OF ALABAMA)	Shelby County, AL 07/28/2005 State of Alabama
COUNTY OF Chiltien	Deed Tax:\$8.00
I, <u>hele C. Horo</u> , a Notary Pu certify that <u>mark a. Engage</u> whose name known to me, acknowledged before me on this day that foregoing instrument,(s)he executed the same voluntarial Given under my hand and official seal this the	at, being informed of the contents of the above and ily on the day the same bears date.
Given under my nand and official seal this the	Shule C. Herry
	Notary Public My Commission Expires: 4-11-2007
STATE OF ALABAMA)	
COUNTY OF Chilton	
I, <u>Shelle</u> , a Notary Puccertify that <u>Shelle</u> . M. Engles, whose name known to me, acknowledged before me on this day that foregoing instrument,(s)he executed the same voluntarial	at, being informed of the contents of the above and
Given under my hand and official seal this the	
	Mele C. Herry Public Notary Public
	My Commission Expires: 4-11-2007
Notarial Acknowledgment for	or Business Organization.
STATE OF ALABAMA) COUNTY OF)	
I,, a Notary Pu	blic in and for said County in said State, hereby
certify that, whose name	as of
known to me, acknowledged before me on this day the foregoing instrument,, as such same voluntarily for and as the act of said corporation.	and with full authority, executed the
Given under my hand and official seal this the	day of, 2004.
	Notary Public My Commission Expires: