

STATE OF ALABAMA        )

COUNTY OF SHELBY        )

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT** (this "Agreement") is made as of the 25<sup>th</sup> day of February, 2020 ("Effective Date"), by and among **OAKWORTH CAPITAL BANK**, an Alabama banking corporation ("Lender"), **SOUTHERN SEWING SPECIALTIES, LLC**, an Alabama limited liability company ("Tenant") and **BHM GROWTH INVESTORS, LLC**, an Alabama limited liability company ("Landlord").

**RECITALS:**

- A. Tenant is the holder of a leasehold estate in a portion of the property described on Exhibit "A" (the "Property"), under and pursuant to the provisions of that certain lease agreement by and between Tenant and Landlord, as amended, as described with more particularity on the attached Exhibit "B" hereto and incorporated herein by reference (the "Lease").
- B. The Property is or is to be encumbered by that certain Mortgage and Security Agreement and that certain separate Assignment of Rents and Leases (collectively, the "Security Instrument"), from Landlord in favor of Lender.
- C. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Tenant, Landlord and Lender mutually agree as follows:

1. **Subordination.** The Lease shall be subject and subordinate in all respects (i) to the Security Instrument, (ii) to any and all advances to be made thereunder, and (iii) to all renewals, modifications, consolidations, replacements, amendments and extensions thereof.
2. **Nondisturbance.** So long as Tenant pays all rents and other charges as specified in the Lease and is not otherwise in default (beyond applicable notice and cure periods) of any of its obligations and covenants pursuant to the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the Property through a foreclosure (an "Acquiring Party"), that Tenant's possession of the premises as described in the Lease, will not be disturbed during the term of the Lease, as said term may be extended pursuant to the terms of the Lease, by reason of a foreclosure. For purposes of this Agreement, a "foreclosure" shall include (but not be limited to) a sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property

and any other transfer of the Landlord's interest in the Property under peril of foreclosure, including, without limitation to the generality of the foregoing, conveyance in lieu of foreclosure, but shall not include Landlord or its permitted assigns under the Lease.

3. **Attornment.** Tenant agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease, and any extensions thereof as made pursuant to the Lease, upon execution of this Agreement or upon receipt of written notice of any subsequent acquisition to Tenant. The foregoing provision shall be self-operative and shall not require the execution of any further instrument or agreement by Tenant as a condition to its effectiveness. Tenant agrees, however, to execute and deliver within ten (10) days upon receipt of written request from Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

4. **Estoppel Certificate.** Tenant agrees to execute and deliver within ten (10) days after request therefor from Landlord or such other addressee or addressees as Landlord may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that the Lease is in full force and effect and unmodified or describing any modifications; that Tenant has accepted the premises as described in the Lease; that Landlord has performed all of its obligations under the Lease arising prior to the date of the certificate; that there are no defenses or offsets against the enforcement of the Lease or stating with particularity those claimed by Tenant; stating the date to which rent has been paid; and making such other true representations as may be reasonably requested by Landlord. If Tenant fails to give the estoppel certificate required by this Section within the time permitted hereby or fails to object in writing specifying with particularity the manner in which the requested estoppel certificate is untrue, it shall be conclusively deemed that the matters set forth in the requested estoppel certificate are true and correct as of the date of the request. Tenant shall indemnify, defend (with counsel reasonably approved by Landlord in writing) and hold Landlord and/or Lender, as applicable, harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including attorneys' fees and court costs) attributable to any failure by Tenant to timely deliver any such estoppel certificate to Landlord.

5. **No Liability.** Notwithstanding anything to the contrary contained herein or in the Lease, it is specifically understood and agreed that neither the Lender, any receiver nor any Acquiring Party shall be:

(a) liable for any act, omission, negligence or default of any Landlord; provided, however, that Lender, any receiver or Acquiring Party shall be liable and responsible for the performance of all covenants and obligations of landlord under the Lease accruing from and after the date that it takes title to the Property;

(b) except as set forth in subsection (a) above, liable for any failure of any Landlord to construct any improvements;

(c) subject to any offsets, credits, claims or defenses which Tenant might have against any Landlord;

(d) bound by any rent or additional rent which is payable on a monthly basis and which Tenant might have paid for more than one (1) month in advance to any Landlord; or

(e) be liable to Tenant hereunder or under the terms of the Lease beyond Lender's or any

receiver's or Acquiring Party's interest in the Property.

6. **Rent.** Tenant has notice that the Lease, the rents, and all other sums due thereunder have been assigned to Lender as security for the loan secured by the Security Instrument. In the event Lender notifies Tenant in writing of the occurrence of a default under the Security Instrument and demands that Tenant pay its rents and all other sums due or to become due under the Lease directly to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise authorized in writing by Lender. Landlord hereby irrevocably authorizes Tenant to make the foregoing payments to Lender upon such notice and demand.

7. **Lender to Receive Notices.** Tenant shall notify Lender of any default by Landlord under the Lease which would entitle Tenant to cancel the Lease, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof shall be effective unless Lender shall have received notice of default giving rise to such cancellation and shall have failed within thirty (30) days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default (nothing contained herein obligates Lender to pursue a cure of any such default).

8. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person with receipt acknowledged by the recipient thereof, (ii) one (1) Business Day (as hereinafter defined) after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the receiving party at its address set forth above, and:

If to Tenant:	Southern Sewing Specialties, LLC 3661 Highway 25 Montevallo, AL 35115
to the attention of:	Hector E. Moreno
If to Lender:	Oakworth Capital Bank 850 Shades Creek Parkway, Suite 200 Birmingham, AL 35209
to the attention of:	Grant Morgan
If to Landlord:	BHM Growth Investors, LLC 127 County Road 54 Montevallo, Alabama 35115
to the attention of:	Bianca Moreno

or addressed as such party may from time to time designate by written notice to the other parties in accordance herewith. For purposes of this Paragraph 8, the term "Business Day" shall mean any day other than Saturday, Sunday or any other day on which banks are required or authorized to close in Birmingham, Alabama.



9. **Successors.** The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner of the landlord's interest in the Lease, even if said owner shall be different than the Landlord named in the first paragraph hereof.

10. **Duplicate Originals; Counterparts.** This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement.

11. **Assignment of Lease.** Except as provided in the Lease, Tenant agrees that it shall not assign, pledge or convey its interest in the Lease or any part thereof, to any party without the prior written consent of Lender.

12. **Amendment.** This Agreement may not be modified except by a written agreement signed by the parties hereto or their respective successors in interest.

[EXECUTION AND ACKNOWLEDGMENT BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lender has duly executed this Agreement as of the Effective Date.

**LENDER:**

**OAKWORTH CAPITAL BANK,**  
an Alabama banking corporation

By:   
Name: Grant Morgan  
Title: Commercial Portfolio Manager

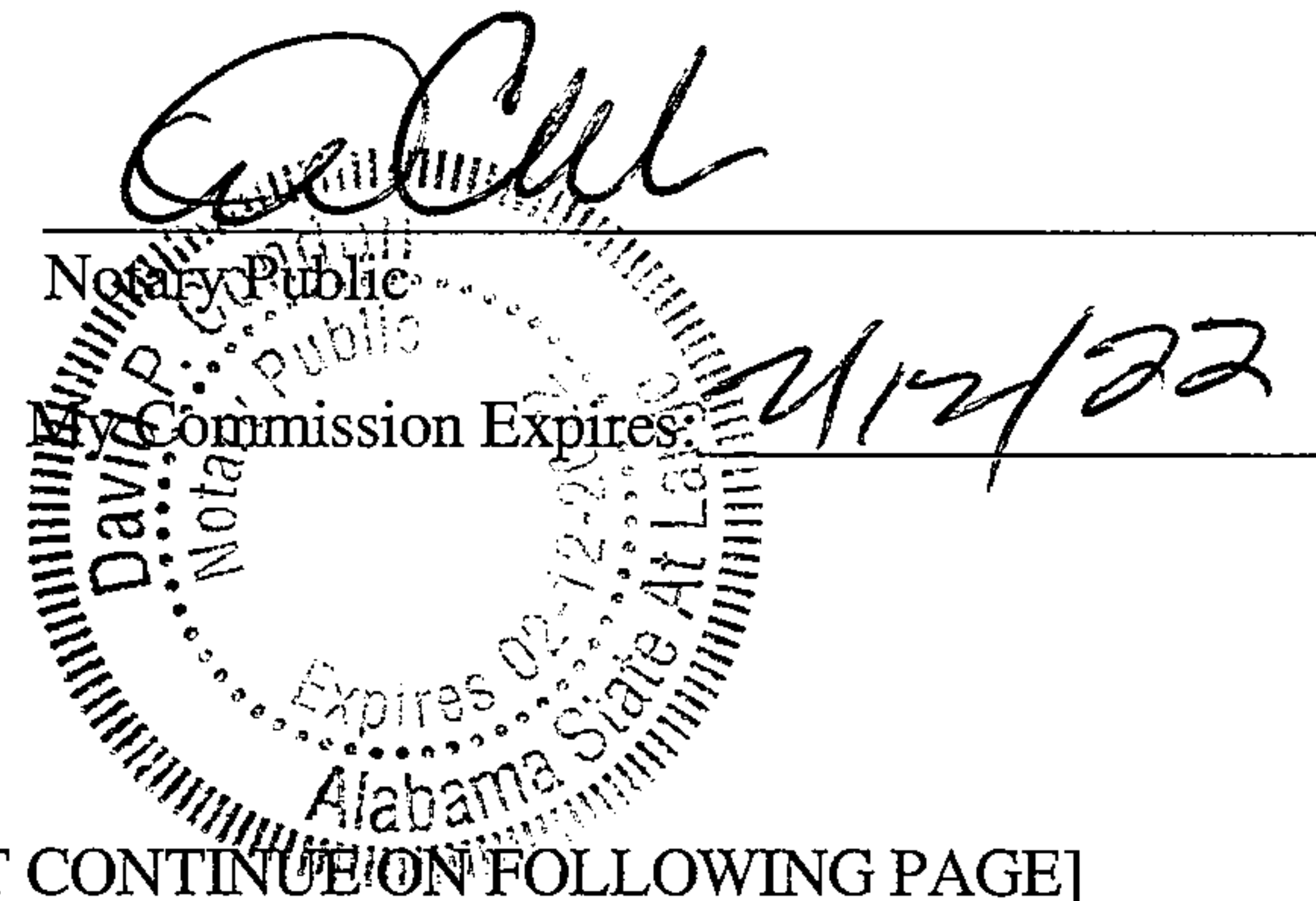
STATE OF ALABAMA        )

COUNTY OF JEFFERSON    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Grant Morgan whose name as Commercial Portfolio Manager of **OAKWORTH CAPITAL BANK**, an Alabama banking corporation, whose name is signed to the foregoing instrument acknowledged before me on this day that, being informed of the contents of such instrument, he as such Officer and with full authority, executed the same voluntarily for and as the act of said bank on the day the same bears date.

Given under my hand and official seal this 25 day of February, 2020.

[Notarial Seal]




[EXECUTION AND ACKNOWLEDGMENT CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Tenant has duly executed this Agreement as of the Effective Date.

**TENANT:**

**SOUTHERN SEWING SPECIALTIES, LLC,**  
an Alabama limited liability company

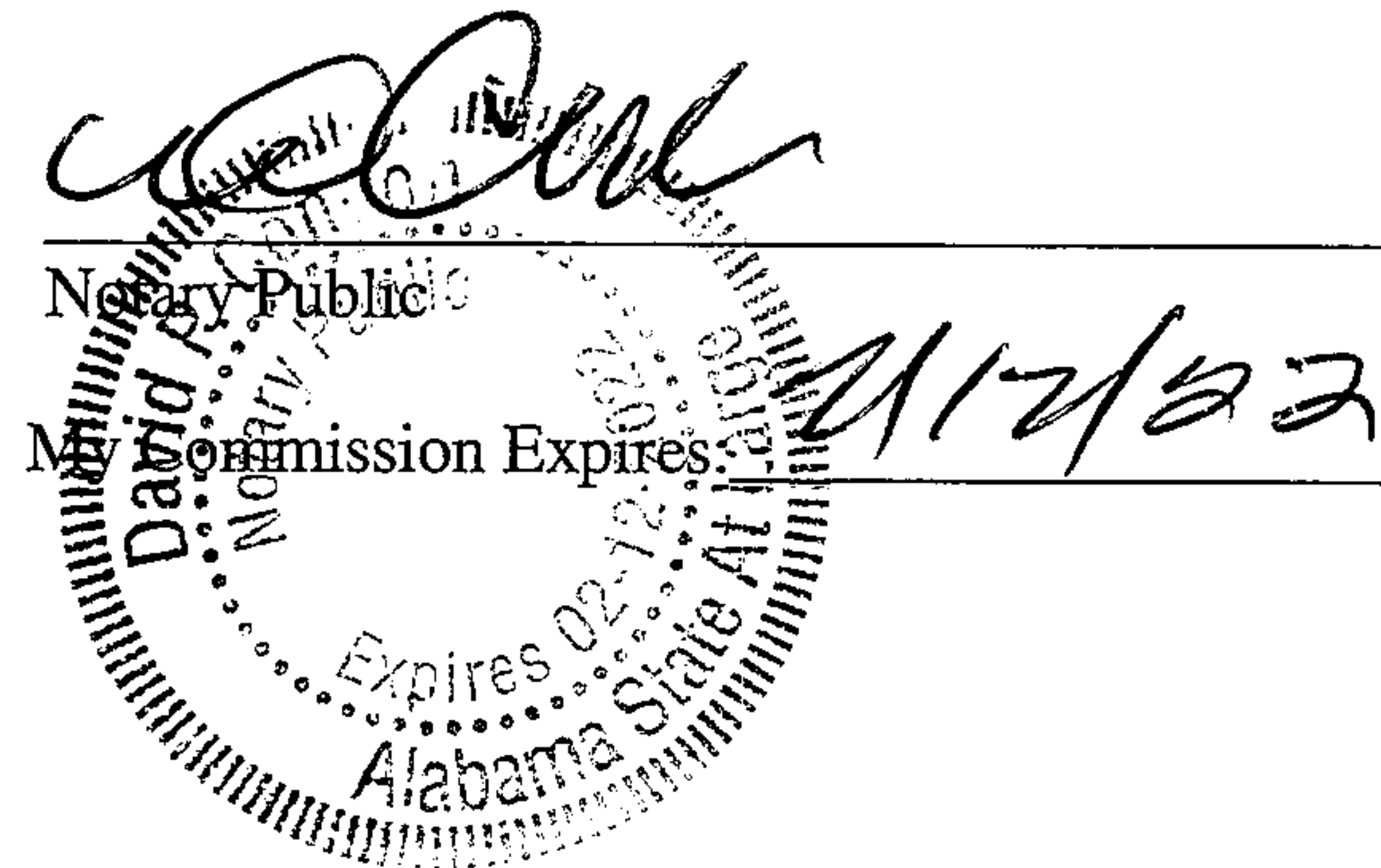
By:   
Name: Hector E. Moreno  
Title: Member

STATE OF AL )  
COUNTY OF Jefferson )

I, the undersigned, a notary public in and for said county in said state, hereby certify that Hector E. Moreno, whose name as Member of **SOUTHERN SEWING SPECIALTIES, LLC**, an Alabama limited liability company, whose name is signed to the foregoing instrument acknowledged before me on this day that, being informed of the contents of such instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 25 day of February, 2020.

[Notarial Seal]



[EXECUTION AND ACKNOWLEDGMENT CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord has duly executed this Agreement as of the Effective Date.

**LANDLORD:**

**BHM GROWTH INVESTORS, LLC,**  
an Alabama limited liability company

By: *[Signature]*  
Name: Bianca Moreno  
Title: Member

STATE OF ALABAMA )  
COUNTY OF *Jefferson* )

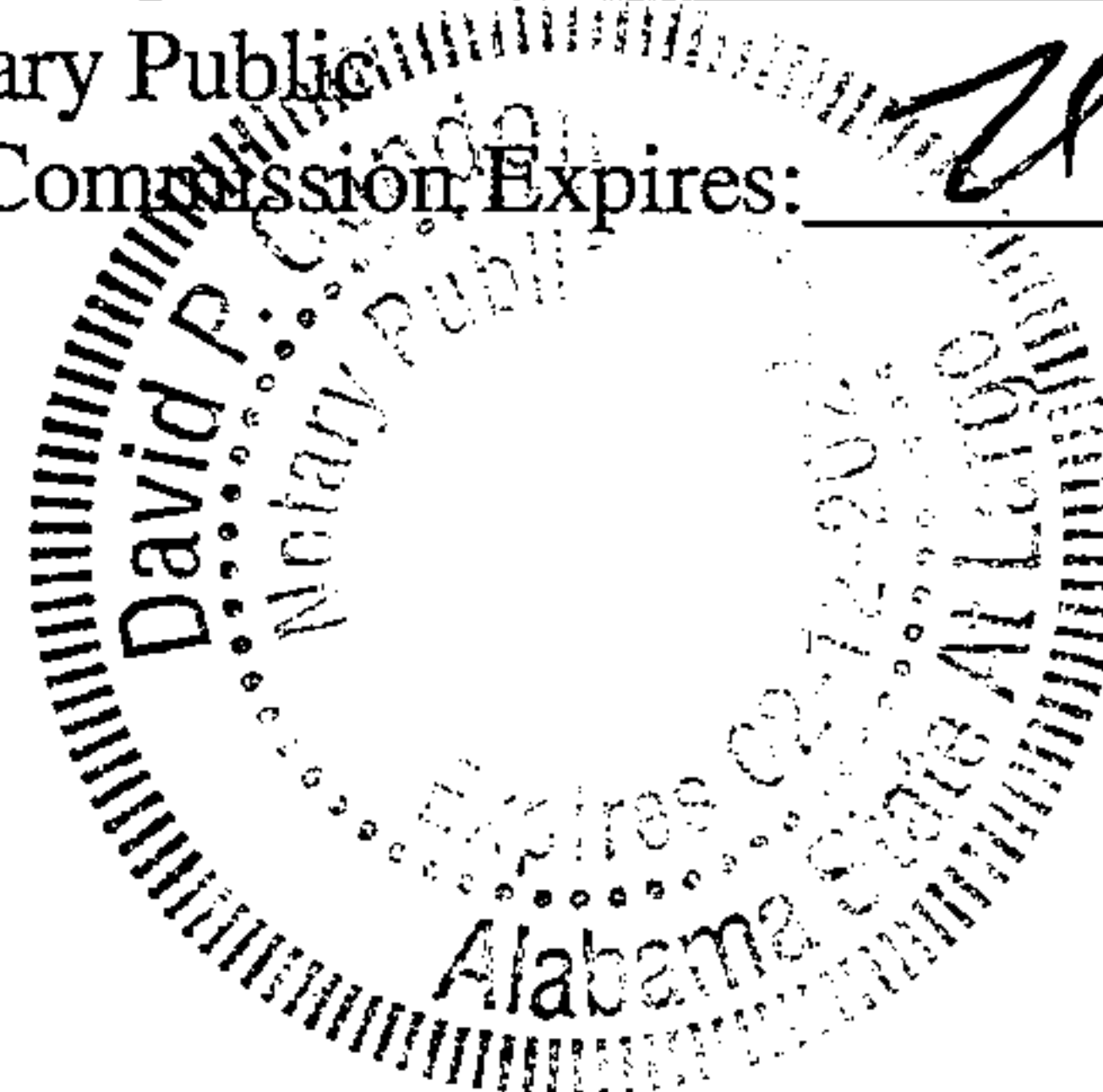
I, the undersigned, a notary public in and for said County in said State, hereby certify that Bianca Moreno, whose name as Member of **BHM GROWTH INVESTORS, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the *25* day of February, 2020.

[Notarial Seal]

THIS INSTRUMENT PREPARED BY:  
J. Ladd Davis, Esq.  
Rushton, Stakely, Johnson & Garrett, P.A.  
2100B Southbridge Parkway, Suite 240  
Birmingham, Alabama 35209  
(205) 484-0841  
File No. 9910-46

*[Signature]*  
Notary Public  
My Commission Expires: *2/02/23*





**EXHIBIT "A"**  
**TO**  
**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

[Legal Description]

Begin at the Southeast corner of the West half of the Southeast quarter of Section 4, Township 24 North, Range 12 East; thence run Northerly along the East boundary of said half-quarter section 1037.48 feet to intersection with the Northwest right of way boundary of Alabama Highway 25; said intersection being the point of beginning. Thence continue Northerly along said East boundary 997.03 feet to intersection with the centerline of a railroad; said intersection being in the arc of a curve turning left, having a radius of 1910.08 feet, being subtended by a central angle of 25° 26' and having a chord of 841.41 feet in length, said chord forming an angle of 120° 03' to the left from said East boundary; thence run Southwesterly along the arc of said curve 847.87 feet to intersection with the centerline of an old road. (The next 8 courses are along the centerline of said old road). Thence turn 56° 45' left and run Southerly 180.78 feet; thence turn 10° 44' and run Southwesterly 237.2 feet; thence turn 55° 15' left and run Southeasterly 126.94 feet; thence turn 15° 04' left and run Southeasterly 127 feet; thence turn 00° 39' left and run Southeasterly 129.53 feet; thence turn 37° 20' left and run Easterly 170.96 feet; thence turn 46° 01' right and run Southeasterly 116.91 feet; thence turn 34° 24' right and run Southerly 43.07 feet to intersection with said Northwest right of way boundary of Alabama Highway 25; thence 113° 46' left and run Northeasterly along said right of way boundary 20 feet; thence turn 86° 31' left and run Northwesterly 210 feet; thence turn 86° 31' right and run Northeasterly 210 feet; thence turn 93° 29' right and run Southeasterly 210 feet to intersection with said Northwest right of way boundary; thence turn 93° 29' left and run Northeasterly along said Northwest right of way boundary 60 feet to the point of beginning.

TOGETHER WITH easement rights as set out in that certain Temporary Right of Way Agreement as recorded in Deed Book 326, page 184, in the Probate Office of Shelby County, Alabama.  
Said rights to expire on April 9, 2030.



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**EXHIBIT "B"**  
**TO**  
**SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT**

Commercial Lease dated February 5, 2020 by and between BHM Growth Investors, LLC and Southern Sewing Specialties, LLC.

STATE OF ALABAMA)  
SHELBY COUNTY)

### COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

**THIS LEASE** (the "Lease") is made this 5 day of February 2020, by and between BHM INVESTORS LLC, (the "Landlord") and SOUTHERN SEWING SPECIALTIES LLC. (the "Tenant").

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord 25,000 square feet of space located at 3661 HWY 25 MONTEVALLO AL 35115 (the "Premises").
2. **TERM.** The term of this Lease shall be for a period of 5 years (the "Term") beginning on the 15 day of February 2020 and ending on the 5 day of February 2025 unless sooner terminated pursuant to any provision hereof.
3. **RENT:** Tenant shall pay Landlord rent in the amount of five thousand (\$5,000) on the first day of each month of the Term as rent for Premises (the "Rent").

The first payment of rent shall be due and payable on, or before, 15 of march, 2020, with each succeeding payment being due and payable on or before the 1<sup>st</sup> day of each month thereafter, during the Term of the Lease. The rent payment shall be sent to the Landlord at 127 co rd. 54 Montevallo al, or such other location as Landlord may from time to time designate by written notice to the Tenant.

7. **LATE FEE; INTEREST ON PAST DUE OBLIATIONS:** Tenant agrees that a Service and Bookkeeping charge of ten percent (10%) shall become due and payable each and every month that the rent has not been received in the office of the Landlord at the designated location by the 10th of the month, or if a check accepted as rent or other payment is returned unpaid to Landlord for any reason. Except as expressly provided herein, any amount due to the Landlord not paid when due shall bear interest at a rate equal to prime plus three percent. Payment of such interest shall not excuse or cure any default by Tenant under this Lease; provided, however, that interest shall not be payable on late fees incurred by Tenant.

8. **POSSESSION:** Should Premises be completed and turned over to Tenant either prior to, or after 15 of February, 2020, then in that event rent shall be prorated for the fractional month, and the Term provided herein shall commence on the first day of the next calendar month.

9. **DEPOSIT:** Tenant shall not be required to deliver a security deposit.

10. **QUIET ENJOYMENT AND CONDITION OF PREMISES:** This lease is made upon the following terms, conditions and covenants: Landlord covenants to keep Tenant in possession of Premises during said Term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of Tenant to obtain possession thereof provided Landlord shall exercise due diligence and effort to place Tenant in possession. Nothing herein contained shall be construed as a warranty that Premises are in good condition or fit or suitable for the use or purpose for which they are let. Landlord has made no representations or promises with respect to said building or the demised Premises except as herein expressly set forth. Tenant has examined the Premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein).

11. **ROOF:** Should the roof of the building leak at any time during the Term, due to no fault on the part of Tenant, Landlord will repair the same within a reasonable time after being requested in writing by Tenant so to do, but in no event shall Landlord 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 Landlord be liable for damages or injuries arising from defective workmanship or materials, Tenant hereby expressly waiving the same; provided that Landlord acts with reasonable care and speed. If Landlord does not act with reasonable care and speed, then Tenant may take such actions and make repairs as is necessary to mitigate Tenant's damage and may offset from rent any rand all reasonable and necessary expense associated with the repair of the roof. Landlord and its agents shall not be liable for any



deaths, injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of Landlord, other than willfully wrongful acts of Landlord.

12. **INSTALLATION OF AIR CONDITIONING AND SIGNS ON ROOF:** In the event heating, ventilation and air conditioning equipment or a part of any air conditioning equipment is installed by Tenant on the roof of any building hereby leased, or in the event that Tenant installs a sign on the roof, then Tenant shall be responsible for repairing any roof leaks, attributable to such installation, during the Term of this lease at Tenant's sole cost and expense, but no such equipment or sign may be installed until the consent in writing of Landlord is first had and obtained thereto.

13. **SPRINKLER SYSTEM AND/OR FIRE SUPPRESSION SYSTEM.** If local law or a company insuring the Premises requires that a sprinkler system or other similar fire suppression system be installed inside the warehouse on the Premises due to Tenant's use, occupancy or maintenance of such warehouse or for any other purpose, Tenant will pay the cost of such sprinkler or fire suppression system.

14. **ROOF AND DRAINS, ETC., DEBRIS:** Tenant will keep the Premises and adjacent grounds, including walks and steps, if any, free of all cans, bottles, fragments, debris and trash. If the building is single tenant, Tenant will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

15. **REPAIRS:** Landlord shall not be obligated or required to make any other repairs or do any work on or about Premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Tenant and at the end of the Term hereof, Tenant shall deliver the demised Premises to Landlord in good repair and condition, reasonable wear and tear excepted.

16. **INSPECTION AND SHOWING:** Landlord reserves the right to enter upon Premises and to make such repairs and to do such work on or about Premises as Landlord may deem necessary or proper, or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect Premises at all reasonable times and with reasonable notice to show Premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on Premises. "For rent" signs may only be displayed on the Premises within 180 days prior to the end of the Term.

17. **FAILURE OF TENANT TO REPAIR; SIGNS:** Should Tenant fail to make repairs agreed to by him under this lease, Landlord may enter the Premises and make such repairs and collect the cost thereof from Tenant as additional rent. Except as herein specifically provided, Tenant will not make or permit to be made any alterations, additions, improvements or changes in the Premises, nor will Tenant paint the outside of the building or permit the same to be painted without the written consent of Landlord before work is contracted or let. No signs of any kind shall be erected on the roof until the consent thereof in writing is first had and obtained from Landlord. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to or waiver of a restriction against alterations, additions, improvements or changes for the future.

18. **ALTERATIONS AND IMPROVEMENTS BY TENANT; UPKEEP; COMPLIANCE WITH LAW:** Tenant will replace all keys lost or broken, and will pay all bills for utilities and services used on Premises. Tenant will keep all elevators, heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines, sprinkler systems and other plumbing, whether above or under ground, on Premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Landlord shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines and sprinkler systems or plumbing, or any of them. Tenant will comply, at all times and in all respects with all the applicable laws and ordinances (including, but not limited to, building and fire codes) applicable to this jurisdiction insofar as the building and Premises hereby let, and the streets and highways bounding the same, are concerned, and Tenant will not by any act or omission render Landlord liable for any violation thereof. Such compliance shall include, but not be limited to, the AMERICANS WITH DISABILITIES ACT ("ADA Act") requirements as it may relate to Tenant's leased



Premises. Tenant will not commit any waste of property, or permit the same to be done, and will take good care of said building and Premises at all times.

19. **UTILITIES:** Tenant shall pay for any and all utilities for the Premises. Such utilities include all sewer rentals or other charges becoming due. Landlord reserves the right to charge the Tenant should such utility services become a lien on said property. Failure to pay utility charges shall constitute a default under the terms of this lease.

20. **PUBLIC LIABILITY INSURANCE AND INDEMNITY:** Tenant shall, during the entire Term of the Lease, at Tenant's own expense, keep in force by advance payment of premiums, a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring the Tenant, Landlord, and Landlord's Agents, Servants and employees (as additional insureds) against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be a combined single limit policy in an amount not less than One Million Dollars and No/100 (\$1,000,000.00) per occurrence. The policy shall insure performance by Tenant of the indemnity obligations described in this paragraph. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. Tenant specifically agrees and is required to maintain ABC type, portable fire extinguishers in the Premises and said extinguishers must be serviced annually, tagged and dated. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord.

21. **PROPERTY INSURANCE:** The Landlord shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the total amount required by lenders having liens on the Premises, against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises), and special extended perils ("all risk") as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to Landlord or to the holders of mortgages or deeds of trust on the Premises. The Landlord shall, in addition, obtain and keep in force during the term of this Lease a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all real estate taxes and insurance costs for said period. A stipulated value or agreed amount endorsement deleting the coinsurance provision of the policy shall be procured with the insurance. If the Landlord shall fail to procure and maintain said insurance the Tenant may, but shall not be required to, procure and maintain the same, but at the expense of Tenant. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$1,000 per occurrence, and Tenant shall be liable for such deductible amount. The Landlord will not insure the Tenant's fixtures, equipment, or tenant improvements unless the tenant improvements have become a part of the Premises. In all cases, Tenant shall insure its fixtures, equipment and tenant improvements. Tenant shall, within ten (10) days following demand by Landlord, reimburse Landlord for the cost of the insurance obtained by the Landlord pursuant to this paragraph.

22. **INSURANCE POLICIES:** Insurance required hereunder shall be in companies holding a "General Policyholders' Rating" of at least B plus, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of "Best's Insurance Guide." The Landlord shall deliver to the Tenant copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance as required by paragraph 21. The Tenant shall deliver to the Landlord copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with such insurance as required by paragraph 20. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to



Landlord. In instances where the Tenant is the insuring party, Tenant shall, at least thirty (30) days prior to expiration of such policy or policies furnish the Landlord with a renewal or "binder" thereof, or Landlord may order such insurance and charge the cost of such insurance to the Tenant, which amount shall be due within ten (10) days following demand by the Landlord. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies referred to in paragraph 18. If Tenant does or permits to be done anything which shall increase the cost of the insurance policies referred to in paragraph 18, then Tenant shall forthwith upon Landlord's demand reimburse Landlord for any additional premiums attributable to any act or omission or operation of Tenant causing such increase in the cost of insurance. Landlord shall deliver to Tenant a written statement setting forth the amount of any such insurance cost increase and showing in reasonable detail the manner in which it has been computed.

23. **DEFECTS IN PREMISES:** Landlord shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, electric or telephone wiring, electric or electronic equipment or appurtenances, or in Premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

24. **SNOW, ICE, TRASH:** If the Premises, or any part thereof, consist of first floor space adjacent to the street, or ground adjacent to the street, Tenant will keep the sidewalk, steps, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris, or other hazardous materials or obstructions and will hold Landlord harmless from all damages or claims arising out of Tenant's failure to do so.

25. **EVENTS OF DEFAULT:** Upon the happening of any one or more of the events as expressed in this paragraph, Landlord shall have the right, at the option of Landlord, to either annul and terminate this lease upon seven (7) days written notice to Tenant and thereupon re-enter and take possession of the Premises; or the right upon seven (7) days written notice to Tenant to re-enter and re-let Premises, from time to time, and such re-entry or re-letting or both, shall not discharge Tenant from any liability or obligation hereunder, except that rents (that is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on Tenant's liability up to the amount due under the terms of this lease and the balance, if any, credited to Landlord. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let, nor shall anything herein be construed to postpone the right of Landlord to sue for rents, whether matured by acceleration or otherwise, but on the contrary, Landlord is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: (1) failure of Tenant 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 become due, (2) the removal, attempt to remove or permitting to be removed from Premises, except in the usual course of trade, the goods, furniture, effects or other property of Tenant or any assignee or sub-tenant of Tenant, (3) the levy of an execution or other legal process upon the goods, furniture, effects or other property of Tenant brought on the Premises or upon the interest of Tenant in this lease, (4) the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against Tenant; the appointment of a receiver or trustee, or other court officer, for the assets of Tenant, (5) the execution of an assignment for the benefit of creditors of Tenant; (6) the vacation or abandonment by Tenant of the Premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (7) if the rental herein is based in whole or in part on the percentage of Tenant's sales; failure of Tenant to exercise diligent effort to produce the maximum volume of sales; (8) the assignment by Tenant of this lease or the re-letting or sub-letting by tenant of the leased premise or any part thereof without the written consent of Landlord first had and obtained; (9) failure to obtain approval by the City for any renegotiated provision of this Lease pursuant to Section 3 hereof; and (10) the violation by Tenant of any other of the terms, conditions or covenants not set out in this paragraph on the part of Tenant herein contained and failure of Tenant to remedy such violation within ten (10) days after written notice thereof is given by Landlord to Tenant.

26. **REMOVAL OF GOODS:** Tenant shall not remove any of the goods, wares or merchandise of Tenant from Premises other than in the regular course of Tenant's trade or business without having first paid all rent due or to become due under the terms of this lease.

27. **ACCELERATION OF RENT; DEFAULT-ATTORNEY FEE AND COST; WAIVER OF EXEMPTIONS:** Upon termination or breach of this lease or re-entry upon Premises for any one or more of the causes set forth above, or upon termination of this lease or re-entry of Premises, 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 Landlord owed by Tenant, shall be and become immediately due and payable at the option of Landlord and



without regard to whether or not possession of the premise shall have been surrendered to or taken by Landlord. Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney's fee in the event Landlord employs an attorney to collect any rents due hereunder by Tenant, or to protect the interest of Landlord in the event the tenant is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of Tenant upon the Premises, or upon the interest of the Tenant in this lease or in Premises, or in the event Tenant violates any of the terms, conditions, or covenants on the part of the Tenant herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by Tenant of all terms, conditions and covenants on the part of Tenant herein contained, and all damages, and costs that Landlord may sustain by reason of the violation of said terms, conditions and covenants, or any of them, Tenant hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.

28. **ABANDONMENT; RE-LETTING:** In the event Tenant substantially abandons the Premises before the expiration of the Term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, Landlord shall have the privilege at Landlord's option of re-entering and taking possession of Premises and leasing all or any portion of Premises for such term and for such use deemed as satisfactory to Landlord, applying each month the net proceeds obtained from said leasing to the credit of Tenant up to the amount due under the terms of this lease herein and the balance to Landlord and said leasing shall not release Tenant from liability hereunder for the rents reserved, or any other sum due Landlord or performance due by Tenant, for the residue of the term hereof, but Tenant shall be responsible each month for the difference, of any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to Landlord on the first day of each month for the residue of the term hereof.

29. **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 Tenant herein contained. The receipt of rent, or keys to the Premises, after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to annul the lease or to re-enter Premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

30. **REINSTATEMENT:** If this lease is terminated by Landlord for any reason, including non-payment of rent, and Tenant pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the Premises or any part hereof, this lease, with Landlord's consent, will be considered reinstated, and will continue in effect as though it has not been terminated.

31. **IMPROVEMENTS AND ADDITIONS PROPERTY OF LANDLORD:** All improvements and additions (including electrical fixtures) to the Premises shall adhere to the Premises, and become the property of Landlord, 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 Tenant, and may be removed by Tenant two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Tenant and provided said Tenant restores the building and Premises to its original condition, normal wear and tear excepted.

32. **FIRE & OTHER CASUALTY:** In the event of the total destruction of, or partial damage to, the buildings upon the Premises by fire or other casualty, Landlord shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Landlord's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the building, by reason of such casualty, 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 of this lease 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, Landlord may by written notice to Tenant, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Landlord exercises the above right to terminate this lease and Tenant elects to exercise an option of renewal privilege which Tenant may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years, Tenant may void such above notice of Landlord'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, Landlord at its option may cancel this lease by written notice to Tenant within thirty (30) days after the occurrence of such casualty. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, Tenant shall have the right to terminate this lease upon giving written notice to Landlord within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed Tenant.

33. **TRANSFER OR ASSIGNMENT, CONDITIONS; LEASE ASSIGNMENT FEE CLAUSE:** Tenant shall not sublease, assign or transfer this lease, nor allow a sublease, assignment or transfer, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, without the prior written consent of Landlord. As one of the conditions precedent to the obtaining of such consent, the assignee must assume, in writing, all the obligations of Tenant hereunder, but such assumption shall not operate to release Tenant from any agreement or understanding on the part of Tenant expressed or implied in this lease.

34. **NOTICES AND DEMANDS:** All notices and demands authorized or required to be given to Tenant under any provision hereof must be in writing, and may be delivered to Tenant in person or left on or in the Premises or shall be conclusively deemed to have been delivered to the Tenant if the same be deposited in the United States mail addressed to Tenant at the Premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Landlord may be given by certified mail, addressed to Landlord at the address of Landlord shown on page 1 of this lease, and said notices must be in writing.

35. **HOLD HARMLESS:** Tenant will indemnify and hold Landlord and Landlord's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Tenant. Tenant will further indemnify and hold harmless Landlord and Landlord's agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the Premises, not attributable to the willfully wrongful act of Landlord or Landlord's agent. Any property stored in the Premises shall be at the sole risk of Tenant. Landlord will indemnify and hold harmless Agent from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Landlord. Landlord will further indemnify and hold harmless Agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the Premises.

36. **WAIVER OF SUBROGATION RIGHTS:** Neither Landlord nor Tenant 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 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 loss.

37. **HOLDOVER:** Should Tenant continue to occupy the Premises after the expiration of the Term or after a forfeiture incurred, whether with or against the consent of Landlord, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year. Unless otherwise specifically agreed in writing, Tenant shall pay one and one-quarter (1.25) times the highest monthly rent paid under this Lease.

38. **NON-WAIVER:** The failure of Landlord 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 Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by Landlord.

39. **EMINENT DOMAIN AND CONDEMNATION:** If all or any part of the demised Premises is taken by eminent domain ("eminent domain" shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the Term of this lease shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, which ever may be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be;



provided, however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-five (25%), Landlord may elect to continue the Term of this lease and to restore, at Landlord's expense, the remaining premises to a complete architectural unit with storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata reduction of the rent payable each month. Landlord shall be deemed to have exercised its said option to restore the Premises unless, with 30 days after the date of taking, Landlord shall notify Tenant in writing of its election to terminate this lease. Landlord shall be entitled to receive such portion of the proceeds of any total or partial taking of the demised premises by eminent domain not attributable to the personal property of Tenant, Tenant improvement, the unexpired leasehold interest or other rights of Tenant in the Premises.

40. **ESTOPPEL CERTIFICATE:** Tenant shall at any time upon not less than ten (10) days' prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. At Landlord's option, Tenant's failure to deliver such statement within such time shall be a material breach of this Lease or shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease. If Landlord desires to finance, refinance, or sell the Premises, or any part thereof, Tenant hereby agrees to deliver to any lender or purchaser designated by Landlord such financial statements of Tenant as may be reasonably required by such lender or purchaser. Such statements shall include the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord and such lender or purchaser in confidence and shall be used only for the purposes herein set forth

41. **CLEAN PREMISES UPON TERMINATION, ETC:** Tenant hereby agrees that upon the expiration or prior termination of this lease, Tenant will promptly remove from the Premises all signs, trash, debris and property of Tenant, and Tenant will leave the floors, stairs, passageways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel. Tenant shall surrender all keys and remove all of its trade fixtures and any alterations or improvements which Landlord requests to be removed before surrendering the premise and shall repair any damage to the Premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease.

42. **TAXES AND INSURANCE:** Tenant agrees to pay all real estate taxes, rent taxes, special assessments or insurance costs levied or assessed against the Property as may be enlarged or reduced from time to time. Tenant shall be responsible for payment of all property taxes within thirty days of receipt issued from Landlord by registered mail and proof of payment shall be provided to Landlord by December 31<sup>st</sup> of the tax year. As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, library, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, as against Landlord's right to rent or other income therefrom, and as against Landlord's business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax", or (ii) the nature of which was hereinbefore included within the definition of "real property tax", or (iii) which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises or which is added to a tax or charge hereinbefore included within the definition of real property tax by reason of such transfer, or (iv) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof.



43. **HAZARDOUS MATERIALS:** In consideration of existing and future legislation concerning the handling, storage, use and disposition of dangerous/hazardous chemicals and materials, Tenant and Landlord acknowledge the risks and liabilities associated with same and agree to the following: Tenant shall determine what laws, regulations and ordinances regarding the handling, storage, use and disposition of dangerous/hazardous chemicals and materials apply to Tenant's business with respect to the Premises. Tenant shall take all reasonable and necessary steps, including any inspections, test or studies, as required by such laws to cause prompt and ongoing compliance therewith. Tenant agrees to immediately notify Landlord and the appropriate authorities of any material spills or improper discharges of any dangerous/hazardous chemicals and materials. Further, in addition to and in further support of any compliance with other hold harmless and indemnification obligations, Tenant acknowledges and assumes total responsibility for any and all dangerous/hazardous chemicals and materials it may handle, store, use and dispose of in or about the Premises. Such responsibility shall include, but not be limited to, medical costs and personal injury awards (compensatory and/or punitive), environmental clean-ups and related costs, governmental fines against Landlord and/or Tenant resulting from Tenant's willful and/or negligent handling, storage, use, disposition of dangerous/hazardous chemicals and materials, and/or Tenant's noncompliance with applicable law. Tenant shall, upon governmental request or upon Landlord's reasonable request, disclose the type and quantity of dangerous/hazardous chemicals and materials Tenant is/has handled, stored, used, or disposed of in or about the Premises.

44. **ADDENDUM CLAUSE:** This lease consists of eight (8) pages, initialed by all parties, and incorporated in this lease by reference. In case of conflict between the printed portion of this lease and the Addendum, the terms of the Addendum prevail.

45. **BINDING EFFECT:** This lease shall be binding upon, and inure to the benefit of, Landlord and Tenant, their executors, administrators, heirs assigns or successors.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and, anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

[Signatures on following page]

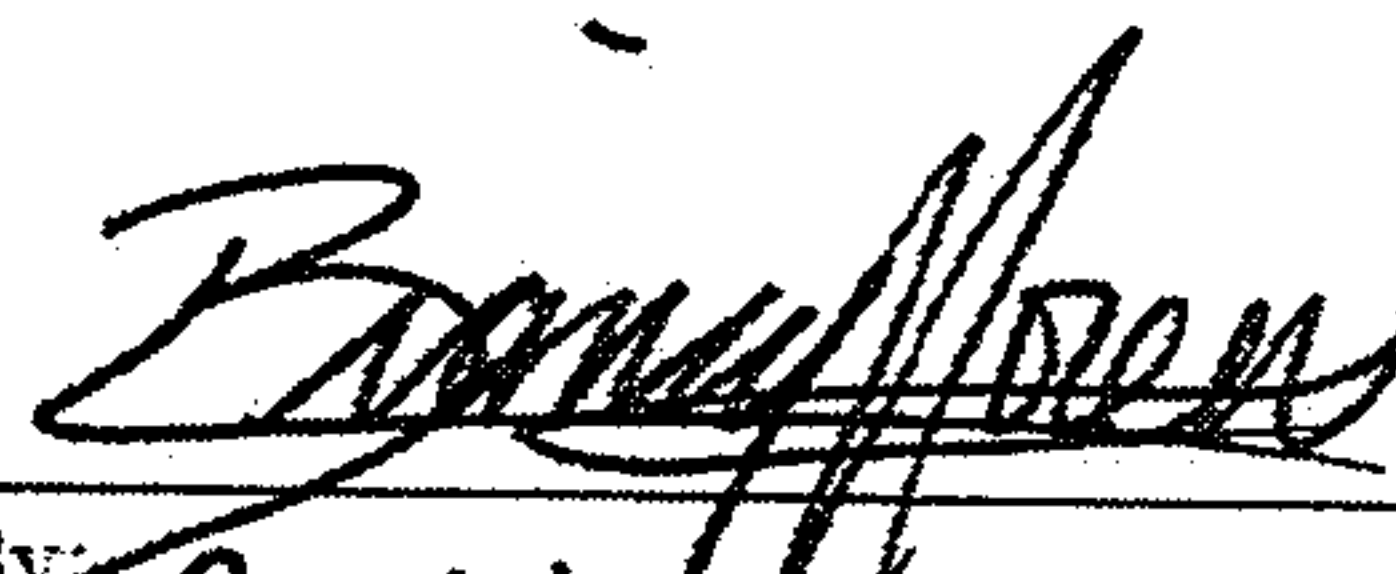
IN WITNESS WHEREOF, Landlord and Tenant have respectively executed these presents as of the

06 day of February 2020

LANDLORD

BHM GROWTH INVESTORS LLC

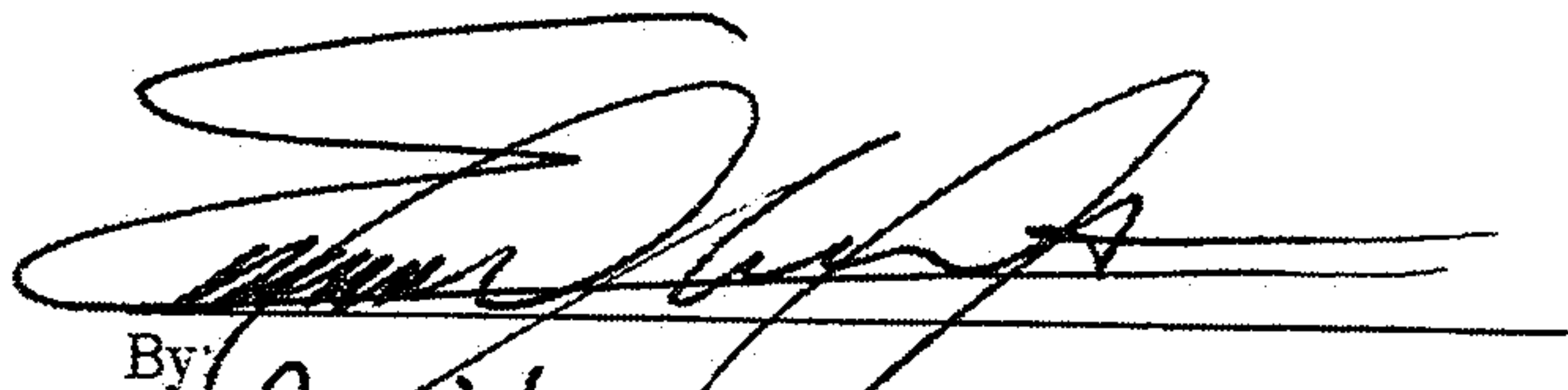
*An Alabama Limited Liability Company*

  
By: \_\_\_\_\_  
Its: President

Witness for Landlord:

Mayte M.  
[Name]

SOUTHERN SEWING SPECIALTIES LLC  
*An Alabama Limited Liability Company*

  
By: \_\_\_\_\_  
Its: President

Witness for Tenant:

Mayte M.  
[Name]



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/25/2020 03:26:17 PM  
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*Allen S. Bayl*