

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 25th day of February, 2020 ("Effective Date"), by and among **OAKWORTH CAPITAL BANK**, an Alabama banking corporation ("Lender"), **GABRIELLA WHITE, LLC**, a Delaware 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:	Gabriella White, LLC 3140 Pelham Parkway, Suite 200 Pelham, AL 35124
to the attention of:	Bew White, President
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.

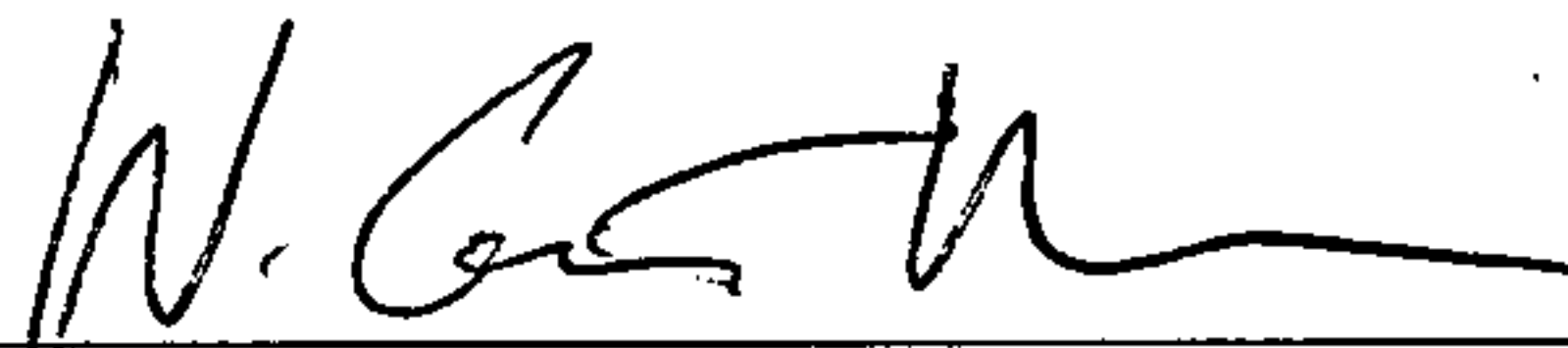
9. **Successors.** The obligations and rights of the parties pursuant to this Agreement shall bind and inure to the benefit of the successors, assigns, heirs and legal representatives of the respective parties. In addition, Tenant acknowledges that all references herein to Landlord shall mean the owner 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]



2/25/20

[EXECUTION AND ACKNOWLEDGMENT CONTINUE ON FOLLOWING PAGE]

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

TENANT:

GABRIELLA WHITE, LLC,
a Delaware limited liability company

By: 

Name: WILLIAM BEN WHITE III

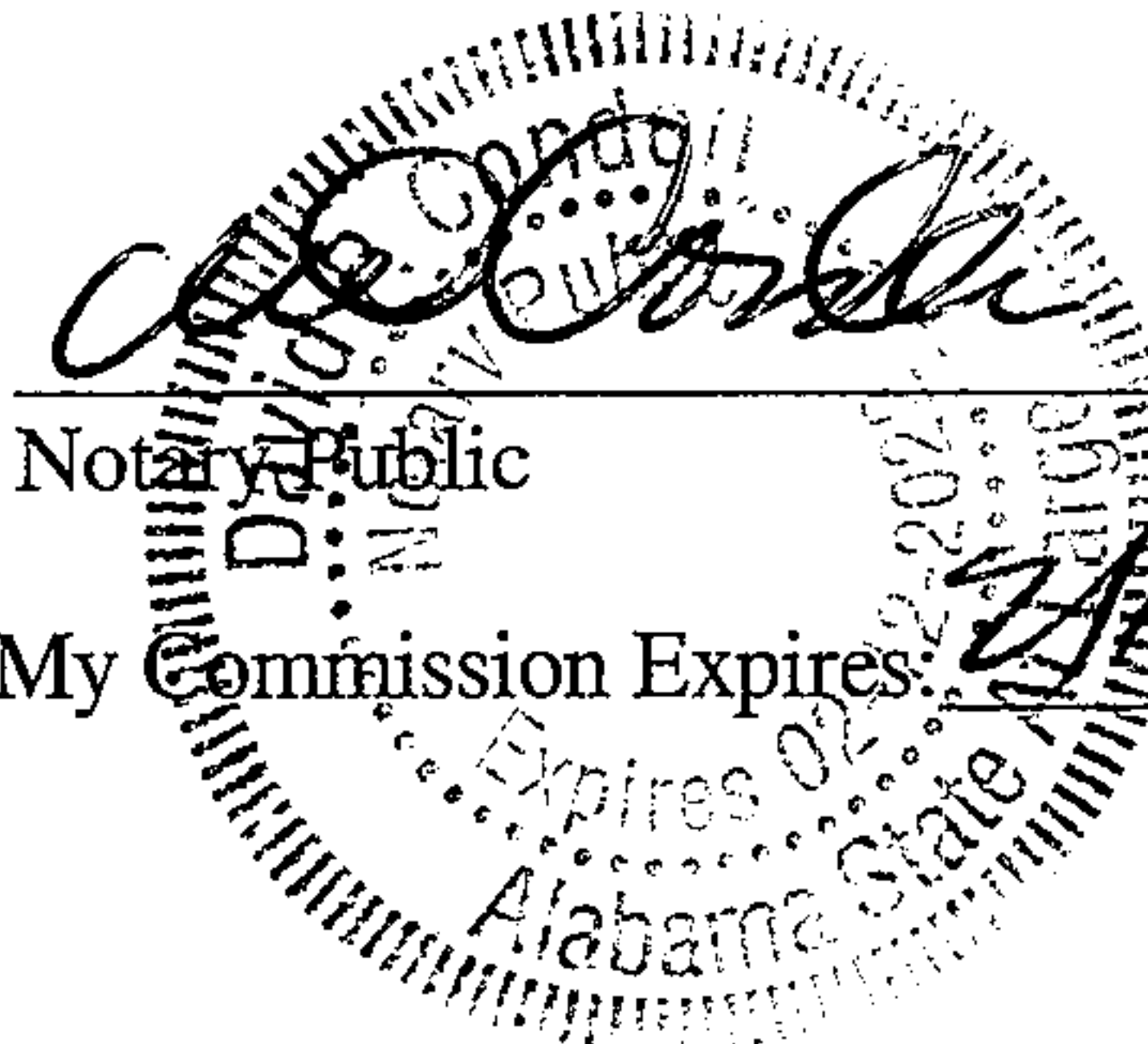
Title: CEO

STATE OF AL)
COUNTY OF T Jefferson)

I, the undersigned, a notary public in and for said county in said state, hereby certify that William Ben White, III, whose name as CEO of **GABRIELLA WHITE, LLC**, a Delaware 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/she as such CEO 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]


Notary Public
My Commission Expires: 2/22/22

[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

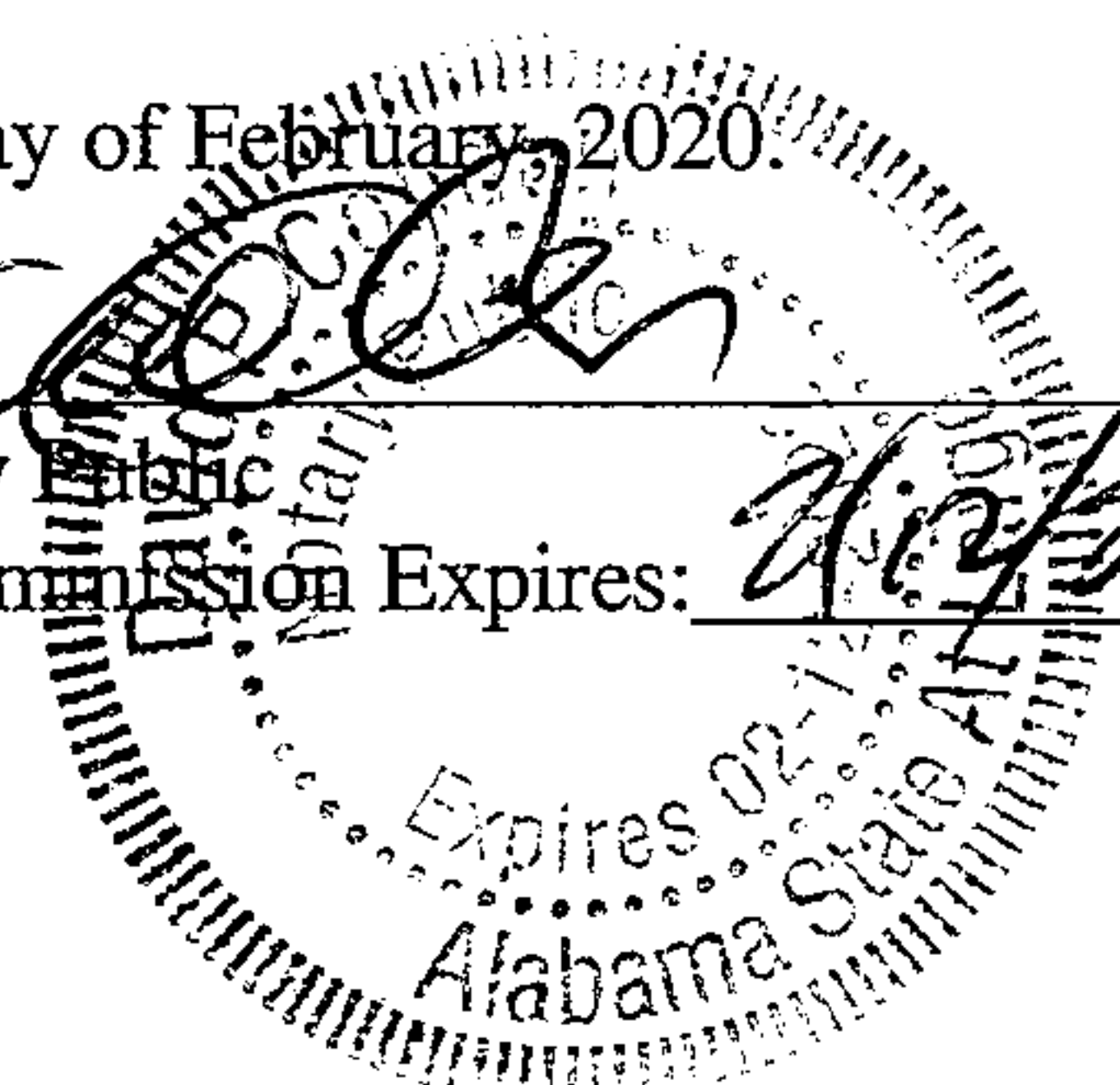
[Signature]
Notary Public
My Commission Expires: 2/12/22


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

Lease Agreement dated _____, by and between BHM Growth Investors, LLC and Gabriella White, LLC.

Draft: 11-26-2019

LEASE

STATE OF ALABAMA)
)
SHELBY COUNTY)

LEASE AGREEMENT made the ____ of _____, 2019, by and between:

LESSOR: BHM GROWTH INVESTORS, LLC, an Alabama limited liability company

and

LESSEE: GABRIELLA WHITE, LLC., a Delaware limited liability company

WITNESSETH:

In consideration of the rents, covenants and agreements hereinafter set forth, Lessor and Lessee hereby agree as follows:

1. Leased Premises. Lessor hereby demises and leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth:

Certain premises located at 3661 Highway 25, Montevallo, Alabama (the "Leased Premises"). The "Leased Premises" is comprised of the land and buildings containing approximately 50,000 square feet of area, as more particularly depicted and described on Exhibit "A" attached hereto, inclusive of parking areas and driveways on the land and Lessee's improvements that are approved by Lessor.

Together with all of the appurtenances, privileges, easements and means of ingress and egress pertaining thereto.

2. Term. The term of this Lease shall be for a period of five (5) years, commencing on January 15, 2020, and ending on January 14, 2025 (the "Initial Term"). Lessee shall have the option to renew the term of this Lease for two successive five (5) year terms (each being a "Renewal Term", and collectively with the Initial Term, the "Term"). The option to renew for any Renewal Term must be exercised by written notice from Lessee received by Lessor not later than 180 days prior to the expiration of the Initial Term, and subsequently, any successive Renewal Term. The failure of Lessee to deliver such notice prior to such 180-day period shall cause any right to renew this Lease beyond the Initial Term or any Renewal Term to be null and void and of no further force and effect. This Lease beyond the Initial Term may be renewed only if it is in full force and effect and Lessee is not in material default in any way beyond any cure period hereunder both at the time of the foregoing notice and at the commencement of any Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except as to the rent, as prescribed in the schedule set forth hereinbelow.

3. Rent.

(a) As rent, Lessee agrees to pay to Lessor a monthly rental amount of Four Thousand Five Hundred Dollars (\$4,500.00) each month (\$54,000.00 per annum) during the Initial Term, commencing on the 15th day of January, 2020 (the "Commencement Date"), and continuing on the 15th day of each month thereafter. The first month's rent shall be paid contemporaneously with the execution of this Lease. If the Lessee elects to renew this Lease and extend the term beyond the Initial Term or any Renewal Term, the rent shall be in accordance with the following:

First Renewal Term	Years 6 – 10	Monthly rent - \$5,000.00 (\$60,000.00 per annum)
Second Renewal Term	Years 11 – 15	Monthly rent - \$5,500.00 (\$66,000.00 per annum)

(b) The parties understand that the monthly rental amounts set forth in subparagraph (a) are intended to be "full-service rent." Accordingly, except as otherwise agreed to herein, Lessor shall pay all costs and expenses associated with the Leased Premises, including but not limited to, all Real Estate Taxes, costs of Insurance, and all costs of Repairs and Maintenance, and the costs of all Utilities, as set forth hereinbelow.

(c) In the event any monthly rental amount is not received by Lessor within five (5) business days of its due date, then the Lessee shall pay a late payment fee of \$200.00, and an additional charge of \$200.00 for any additional month in which such rental amount remains unpaid.

4. Repairs and Maintenance.

(a) Lessor agrees to repair and maintain in good repair, order and condition throughout the term hereof, at Lessor's sole cost and expense:

(1) The exterior portions of the Leased Premises, including gutters, downspouts, gates, parking areas, sidewalks, entrance ways, doorways and handrails.

(2) The interior portions of the Leased Premises, including, but not necessarily limited to, electrical systems, HVAC system, heating system, air conditioners, heat pumps, air handlers, hot water heaters, fire alarm and security systems, fire extinguishers, fixtures, interior walls, flooring, doors, glass, and interior plumbing.

(b) Lessor at its expense, shall keep and maintain in good repair and working order and make all repairs to and perform necessary maintenance upon the structural components and elements of the building, including the structural components of the roof, as well as to the exterior portions of the Leased Premises, including, without limitation, the roof, all roof leaks, slab, utility lines that serve the premises and exterior walls. Notwithstanding the forgoing, if any damage to the roof or the walls is caused directly by Lessee, then such cost of repairs to the roof or walls shall be the responsibility of the Lessee. Should the roof of the building leak at any time during said term due to no fault on the part of the Lessee, the Lessor will repair the same within a reasonable time after being requested in writing by the Lessee to do so. Lessor agrees to allow Lessee to make needed roof repairs should Lessor not repair roof leaks in a reasonable time period. Lessor agrees

to reimburse Lessee for the reasonable costs associated with said repairs within 30 days of receiving an invoice from Lessee.

(c) Lessor reserves the right, with minimal if any disruption of Lessee's business operation, to enter the Leased Premises during regular business hours of Lessee to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper. To the extent the costs and expense of such repairs are the obligation of the Lessee hereunder, Lessee agrees to reimburse or pay to Lessor the costs of such repairs within thirty (30) days of being presented with an itemized invoice(s) or other written evidence of repairs.

5. Alterations. Lessee may only make changes or structural alterations to the Leased Premises or alterations to the interior of the Leased Premises upon receiving prior written consent of Lessor, with said consent not to be unreasonably withheld or delayed.

6. Utilities. Lessor shall pay promptly all charges for heat, electricity, gas, water, sewer charges and assessments, and other utilities used in, or upon, the Leased Premises.

7. Defaults. Upon the happening of any one or more of the events as expressed below in (a) to (f), inclusive, Lessor shall have the right, at the option of the Lessor, to either annul and terminate this Lease upon ten (10) days written notice to Lessee and thereupon re-enter and take possession of said premises, or, upon ten (10) days' written notice to Lessee, to re-enter and re-let said premises from time to time as agent of Lessee and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (i.e., gross rents, less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this Lease, with the Lessor to retain any excess rent collected. Any and all rights and remedies given under this Lease to Lessor in the event of any such default shall be cumulative and in addition to and without waiver of or in derogation of any right or remedy given to Lessor under any law now or hereafter in effect.

(a) In the event Lessee should fail to pay any one or more of said monthly installments of rent within five (5) business days as and when the same become due and such remains unpaid 5 days following receipt of written notice from Lessor of such default.

(b) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied, dismissed or bonded within thirty (30) days from such levy;

(c) In the event a petition in bankruptcy is filed by or against Lessee and such petition is not dismissed within ninety (90) days after the filing thereof or in the event Lessee is adjudged a bankrupt;

(d) In the event an assignment for the benefit of creditors is made by Lessee;

(e) In the event of the appointment of a receiver of Lessee's property and such receivership is not dismissed within ninety (90) days from such appointment;

(f) In the event Lessee should default in the observance or performance of any of the other provisions of this Lease (i.e., other than the defaults set forth in clauses (a) through (e) immediately above), and the default continues for thirty (30) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured; provided, however, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such thirty-day period, Lessee may have such longer period as may be reasonably necessary to cure the default.

8. Additional Right of Termination. In the event the Lessee should abandon the Leased Premises or shall cease to conduct business during the normal business hours, Lessor shall have the right to immediately terminate the Lease, and upon such termination, the parties hereto shall have no further obligations to each other after the effective date of such termination. The Lessee shall only be deemed to have abandoned the Leased Premises or ceased to conduct business during normal business hours if, following the opening for business, Lessee fails to open and operate for a period of thirty (30) consecutive days unless agreed to by the Lessor.

9. Damages Upon Termination as a Result of Lessee's Default. Should Lessor, as a result of any Lessee default, elect to terminate this lease, Lessor shall be entitled to collect from Lessee as damages: (i) the worth at the time of award of the unpaid rent which may be due and unpaid by Lessee at the time of termination; (ii) the amount of unpaid rent as it becomes due subject to an offset against any rent received by Lessor from any new Lessee at the Leased Premises, provided however, in the event the rent received from any new Lessee exceeds the amount owed by Lessee, Lessee shall have no claim for any of the excess proceeds; and (iii) reasonable attorney's fees and costs of suit, in accordance with the provisions of this lease. Notwithstanding the forgoing, in the event Lessee files for bankruptcy, Lessor shall also have any right to accelerate rent payments provided for in the Bankruptcy Code.

10. Signs. Lessee may only erect, install, use and maintain any signs in or on the Leased Premises upon receipt of prior written consent of Lessor. Upon expiration or termination of this Lease, Lessee shall remove any of its signs placed upon or affixed to the Leased Premises and shall repair any damages to the Leased Premises caused by such removal.

11. Fixtures. All improvements and additions to the Leased Premises shall adhere to the Leased Premises and become the property of Lessor except such additions as are usually classified as furniture and removable trade fixtures, or except as may be otherwise expressly agreed to by the parties or otherwise provided herein. Said furniture and removable trade fixtures are to remain the property of Lessee and may be removed by Lessee upon the expiration or termination of this Lease, provided that all terms, conditions and covenants of this Lease have been complied with by Lessee and Lessee repairs any damage caused by any such removal.

12. Damage and Destruction.

(a) In the event the Leased Premises should be damaged by fire, the elements, accident or other casualty to the extent of more than seventy-five percent (75%) of the cost of replacement thereof, then, and in that event, Lessor may elect to restore the Leased Premises to substantially the same condition as before said event or either party may elect to terminate this Lease upon

giving written notice of such election to the other party within thirty (30) days after the happening of the event causing the damage. In the event Lessor elects to restore the Leased Premises as aforesaid, and Lessee does not elect to terminate, and gives written notice of said election to Lessee within thirty (30) days, the Lessor will so restore the Leased Premises as soon thereafter as Lessor can do so by the exercise of reasonable diligence, and the rents due for that part of said term, beginning on the date when the damage occurred and ending on the date said restoration is fully completed, shall be equitably abated, having regard to the extent to which Lessee, in its own reasonable discretion, may discontinue or limit its business in the Leased Premises during said period and, if Lessee does discontinue its business operations in said Leased Premises, there shall be a one hundred percent (100%) abatement of rent during said period. In the event either party elects to cancel this Lease as aforesaid, and gives written notice of said election within said time, then, and in that event, this Lease shall terminate without further notice upon the expiration of thirty (30) days from the date said notice is given.

(b) In the event the Leased Premises should be damaged by fire, the elements, accident or other casualty, to the extent of seventy-five percent (75%) or less of the cost of replacement thereof, then, and in that event, Lessor will restore the Leased Premises to the condition thereof as before said event, as soon thereafter as Lessor can do so by the exercise of reasonable diligence; and the rents due for that part of said term, beginning on the date when the damage occurred and ending on the date said restoration is fully completed, shall be equitably abated having regard to the extent to which the Lessee in its own reasonable discretion, may discontinue or limit its business in the Leased Premises during said period; and, if Lessee does discontinue its business operations in said Leased Premises, there shall be a one hundred percent (100%) abatement of rent during said period.

(c) Notwithstanding any of the provisions of this Paragraph 12 to the contrary, in the event the repair or restoration of the Leased Premises following any such damage or destruction by fire, the elements, accident or other casualty, cannot reasonably be expected to be completed within six (6) months after the date of occurrence thereof, then the Lessee shall have the right to terminate this Lease upon written notice to the Lessor within forty-five (45) days after the date of such occurrence.

13. Insurance.

(a) Lessor's Insurance Obligations. Lessor will maintain with insurance companies authorized to do business in the State of Alabama and which are rated A or better in "Best's Insurance Guide" or the equivalent by any recognized and reputable national rating organization:

(1) Property insurance insuring the Leased Premises against fire and other perils, and insurance with respect to risks and hazards from time to time included under the standard extended coverage endorsement in an amount not less than the then "Full Replacement Value" of the Leased Premises as determined from time to time by the insurer or insurers (but not less often than once every three years), and against such other hazards as the Lessor's lenders may reasonably require from time to time; and,

(2) Comprehensive and commercial general public liability insurance against claims for bodily injury, death or property damage arising out of the ownership, use, occupancy,

or maintenance of the Leased Premises by Lessee in a combined single limit amount of not less than One Million (\$1,000,000) Dollars per occurrence, with umbrella coverage above the primary amount in the amount of One Million (\$1,000,000) Dollars protecting Lessee and Lessor (as an additional insured) against claims based upon, involving, or arising out of the ownership, use, occupancy, or maintenance of the Leased Premises. Such coverage shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease.

The term "Full Replacement Value" shall mean actual replacement costs, not deducting depreciation, but not including the cost of soil tests, trenches, excavation, foundations, footings and other improvements below ground which are not ordinarily insurable.

(b) Lessor's Insurance Policies. Each policy evidencing the insurance to be carried by Lessor under this Lease shall contain a clause that such policy and the coverage evidenced thereby shall be primary and that any coverage carried by Lessee shall be excess insurance. Each such policy obtained by Lessor shall contain an endorsement that names Lessee as an additional insured, as well as any lender or mortgagee of Lessee. All policies obtained by Lessor shall contain a clause that the insurer shall not cancel or change the insurance without first giving Lessee, or such other persons, at least thirty (30) days prior notice in writing. Lessor may satisfy its insurance obligations hereunder by including the Leased Premises in a master policy. Such master policy shall contain an endorsement that names Lessee as an additional insured, references the Leased Premises, and guarantees a minimum limit available for the Leased Premises equal to the amounts required in this Lease.

(c) Lessor's Failure to Provide Insurance. At least thirty (30) days before any insurance policy required herein shall expire, Lessor shall deliver to Lessee certificates of such insurance or renewals thereof, as the case may be, together with evidence of payment of applicable premiums. If Lessor fails to furnish Lessee with such certificates of insurance as above required, Lessor may (but shall not be obligated to), after fifteen (15) days written notice to Lessor and Lessor's failure to furnish such certificates, obtain such insurance coverages and Lessor agrees to pay or reimburse to Lessee, within ten (10) days after the date Lessee mails to Lessor a statement therefor, the costs of obtaining such coverages. This remedy is in addition to any other remedy Lessee may have under this Lease.

(d) Waiver of Subrogation. Lessor and Lessee hereby release the other from any and all liability to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided, however, this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Lessor and Lessee each agree that it will cause its insurance carriers to include in its policies such a clause or endorsement.

14. Eminent Domain.

(a) Lessor shall immediately give written notice to Lessee of any proposed or actual taking of the Leased Premises (or any portion thereof) by condemnation or right of eminent domain or by private purchase by the condemning authorities in lieu thereof.

(b) If the entire Leased Premises shall be taken by condemnation or right of eminent domain or taken by private purchase by the condemning authorities in lieu thereof, then on the happening of any such event, this Lease shall terminate and any unearned rent paid in advance by Lessee shall be refunded. If any portion of the leased premises is taken by condemnation or right of eminent domain, and as a result of such, Lessee cannot reasonably continue to operate in an efficient or profitable manner, this Lease shall terminate at the discretion of the Lessee and any unearned rent paid in advance by Lessee shall be refunded.

(c) All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Lessor; provided, however, that Lessee shall be entitled to any award for Lessee's leasehold improvements or trade fixtures located or installed in the Leased Premises which may be taken, and any award specifically allocated to Lessee from the condemning authority (such as moving or relocation expenses) shall belong to Lessee. In the event of termination of the Lease as aforesaid, Lessee shall have no claims against Lessor for the value of any unexpired term of Lease and no right or claim to any other award on account thereof.

15. Real Estate Taxes. Lessor agrees to pay or cause to be paid, the Real Estate Taxes (as herein defined) before said Real Estate Taxes become delinquent. For purposes of this Lease, the term "Real Estate Taxes" means all ad valorem real estate taxes levied against the Leased Premises and all improvements constructed thereon, less any abatements, discounts or refunds thereof, and any other governmental or regulatory assessments, liens, charges, fire dues or similar impositions imposed upon the Leased Premises, including increases thereof.

16. Assignment and Sublease. The Lessee may not assign this Lease nor sublet the Leased Premises without obtaining the consent of Lessor which consent shall not be unreasonably withheld; provided, however, that any such assignment or subletting made by Lessee shall not release the Lessee from any liability under this Lease.

17. Waiver. The failure of either party to insist in any one or more instances upon a strict performance of any of the covenants of this Lease, shall not be construed as a waiver or a relinquishment for the future of such covenant, but the same shall continue and remain in full force and effect.

18. Attorney's Fees and Costs.

(a) In the event of the employment by Lessor or Lessee of an attorney to collect any rents or sums due hereunder by the other, or to enforce the performance of any obligation hereunder, or on account of the breach of any term, condition or covenant hereof, the party in default (or the non-prevailing party) will pay to the other all reasonable costs and expenses incurred by such non-defaulting (or prevailing party) in connection therewith, including reasonable attorney's fees.

(b) If, within ten (10) days after notice, either party hereto (the "Delinquent Party") shall fail to pay or reimburse the other party (the "Non-Delinquent Party") for any sum due and payable as provided herein, interest shall accrue at the rate of ten (10%) percent per annum.

19. Quiet Possession. Upon Lessee paying said rent and performing all the terms, conditions and covenants aforesaid on Lessee's part to be observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the premises hereby leased for the term aforesaid.

20. Surrender of Possession.

(a) Upon the termination of this Lease by the lapse of time or otherwise, Lessee shall surrender the Leased Premises in the condition required to be maintained by Lessee, except for reasonable use, wear and tear, and deterioration by the elements, damage by fire or other casualty.

(b) If the Leased Premises shall not be surrendered by Lessee at the end of the term of this Lease, Lessee shall pay to Lessor rent at double the last monthly rent as provided herein, and such tenancy shall not operate as a renewal or extension of this Lease and such occupancy of the Leased Premises by Lessee shall constitute a tenancy at sufferance and in no event a tenancy from month to month or from year to year, except as may be otherwise expressly agreed in writing. In case of any such hold-over for a portion of any month, such rent shall be prorated.

21. Mortgages / Subordination. As a condition precedent to this Lease, Lessor shall obtain from the holder of any mortgage (which term shall include all security instruments) encumbering the Leased Premises a written agreement in recordable form and in a form reasonably acceptable to Lessee, providing in substance that: (i) so long as Lessee shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease its tenancy shall be undisturbed; (ii) this Lease shall not be affected by any default under such mortgage; and (iii) in the event of foreclosure or any enforcement of any such mortgage, the rights of Lessee hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect. In return, Lessee agrees to subordinate its rights under this Lease to the lien of any such mortgage and to execute any reasonable instrument as may be required to effectuate such subordination; and, so long as any future mortgagee shall agree to execute a non-disturbance agreement as described hereinabove, Lessee agrees to subordinate its rights under this Lease to any future lien placed on the Leased Premises by the Lessor. Lessee shall, upon written demand from Lessor and upon receiving the assurances set forth herein, execute such other and further instruments or assurances subordinating this Lease to the lien or liens of any such mortgage or mortgages, except as hereinafter limited with respect to Lessee's right to possession and equipment. Lessee's possession and right to use under this Lease in and to the Leased Premises shall not be disturbed by any mortgagee, owner or holder of a note secured by a mortgage now or hereafter placed on the Leased Premises, unless and until Lessee shall materially breach any of the provisions of this Lease and Lessee's right to possession shall have been lawfully terminated in accordance with the provisions hereof. The Lessee agrees to attorn to the mortgagee or to a purchaser at foreclosure of said mortgage or to their respective successors or assigns, and agrees to execute evidence of such agreement to attorn upon the condition that any such mortgagee or purchaser at foreclosure shall execute a nondisturbance agreement in favor of Lessee.

22. Notices. Any notice, demand, consent, approval, or other communication which either party hereto is required or desires to be given or made or communicated to the other shall be in writing and shall be given or made or communicated by personal delivery or by United States Certified Mail (or Registered Mail), postage prepaid return receipt requested, addressed as follows:

TO LESSOR: BHM GROWTH INVESTORS, LLC

With copy to:

TO LESSEE: GABRIELLA WHITE, LLC
C/O Bew White, President
3140 Pelham Parkway, Suite 200
Pelham, Alabama 35124

With copy to: Alexander W. Jones, Jr.
William S. Pritchard, III
Pritchard, McCall & Jones, LLC
505 North 20th Street – Suite 1210
Birmingham, Alabama 35203

and subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, consent, approval, or other communication so sent by fax or email shall be deemed to have been given on the day that such communication was sent or if such communication is sent by mail, it shall be deemed to have been given, made or communicated, as the case may be, one (1) business day after the same was so addressed and deposited in the United States Mail as Certified Mail (or Registered Mail), with postage thereon fully prepaid.

23. Environmental Covenant and Indemnity.

(a) Definitions. As used herein the term "Applicable Environmental Law" shall be defined as any statutory law, regulation, or case law pertaining to health or the environment, or oil, or petroleum products, or "Hazardous Substances" (as herein defined), including, without limitation: (i) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as codified at 42 U.S.C. §§ 9601 et seq., as amended; and (ii) the Solid Waste Disposal Act as codified at Ala. Code §§ 22-27-1 et seq. As used herein the terms "Hazardous Substance" and "release" shall have the meanings specified for said terms in CERCLA; provided however, that in the event CERCLA is amended to broaden the meaning of any term defined thereby, such broadened meaning shall apply subsequent to the effective date of such amendment; and provided further, that to the extent that the laws of the State of Alabama establish a meaning

for "Hazardous Substance" or "release" which is broader than that specified in CERCLA, such broader meaning shall apply.

(b) Lessee's representations and agreement.

(1) Lessee shall not suffer, allow, permit, or cause the generation, accumulation, storage, possession, release, or threat of release of Hazardous Substances by Lessee, any agent of Lessee, or any party under Lessee's control; provided, however, the foregoing prohibition shall not be applicable to normal and reasonable amounts of such substances (including such amounts of such substances as may be reasonably necessary and incidental to the operation of the Leased Premises as an office building) so long as such materials are properly, safely, and lawfully stored and used by Lessee in accordance with all Applicable Environmental Laws. Lessee shall not be responsible for pre-existing conditions.

(2) In the event of a release of any Hazardous Substance on, in, or from the Leased Premises caused by Lessee or any employee or agent of Lessee while the Leased Premises are in Lessee's possession and control hereunder, Lessee shall take such actions as are reasonably within its control to remediate or cause the remediation of such release and to restore or cause the restoration of the Leased Premises to a condition reasonably close to the condition that existed immediately prior to the occurrence of such release.

(3) Lessee hereby agrees to pay any judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs arising from the application of any Applicable Environmental Law to the Leased Premises: (i) arising from or out of the use and occupancy of the Leased Premises by Lessee, its agents and employees; (ii) occasioned wholly or in part by any act of Lessee; or (iii) occasioned by Lessee's violation of any Applicable Environmental Law. Further, Lessee hereby covenants and agrees to indemnify and forever hold harmless Lessor of and from any and all liabilities (including strict liability), judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs incurred or suffered by Lessor, or asserted by any third party against Lessor, due to the breach of Lessee's obligations set forth in this section of this Lease. This indemnification shall survive the expiration or earlier termination of this Lease.

(4) Lessor hereby agrees to pay any judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any continuing monitoring or closure costs arising from the application of any Applicable Environmental Law to the Leased Premises: (i) arising from or existing as of the date of this agreement; (ii) occasioned wholly or in part by any act of Lessor or its agents; or (iii) occasioned by a violation of any Applicable Environmental Law that is not caused by Lessee, Lessee's agents, or Lessee's employees. Further, Lessor hereby covenants and agrees to indemnify and forever hold harmless Lessee of and from any and all liabilities (including strict liability), judgments, fines, charges, fees, damages, losses, penalties, demands, actions, costs and expenses (including without limitation legal fees and expenses), remedial and response costs, remediation plan preparation costs, and any

continuing monitoring or closure costs incurred or suffered by Lessee, or asserted by any third party against Lessee, due to the breach of Lessor's obligations set forth in this section of this Lease. This indemnification shall survive the expiration or earlier termination of this Lease.

24. Real Estate Brokers. Lessor and Lessee each represent and warrant to the other that no claims exist for any broker, agent, realtor, attorney or finder's fee in connection with making or executing this Lease. Lessor and Lessee each agree to indemnify and hold the other harmless against any liability that may arise from any such claim, including reasonable attorney's fees.

25. Miscellaneous Provisions.

(a) Entire Agreement. This Lease Agreement and any amendments or attachments hereto, constitutes the entire agreement between the parties, and all previous negotiations and agreements are hereby merged hereunto, there being no separate or further understandings or agreements other than those set forth herein.

(b) Captions. The captions, headings or titles used throughout this Lease are for reference and convenience only and shall, in no way, define or limit the scope and content of this Lease Agreement or in any way affect its provisions.

(c) Not Partners or Joint Venturers. Nothing contained in this Lease Agreement shall be construed to make the parties partners or joint venturers or to render any of the parties liable for the debts or obligations of the other, except as expressly provided in this Lease Agreement.

(d) Governing Law. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(e) Invalidity. If any provision, or portion thereof, of this Lease Agreement, or the application thereof to any persons or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provisions, or portion thereof, to any person or circumstances, shall not be affected thereby and each provision of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Modifications. No agreement shall be effective to add to, change, modify, waive or discharge this Lease Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto or their successors and assigns herein permitted.

(g) Estoppel Certificates. Each party shall, from time to time within thirty (30) days following receipt of notice from the other party, execute and deliver to such other party a certificate for the use of the addressee, whether such addressee is a mortgagee or a prospective buyer, assignee, sublessee or mortgagee of such party, stating: (i) that this Lease is unmodified and in full force and effect or, if modified, this Lease is in full force and effect as modified and stating the modifications; and (ii) whether or not to the best of its knowledge, the other party is in default in any respect under this Lease, and if in default, specifying such default.

(h) Binding Effect. This Lease shall be binding upon and inure for the benefit of the parties hereto and their respective successors and assigns herein permitted.

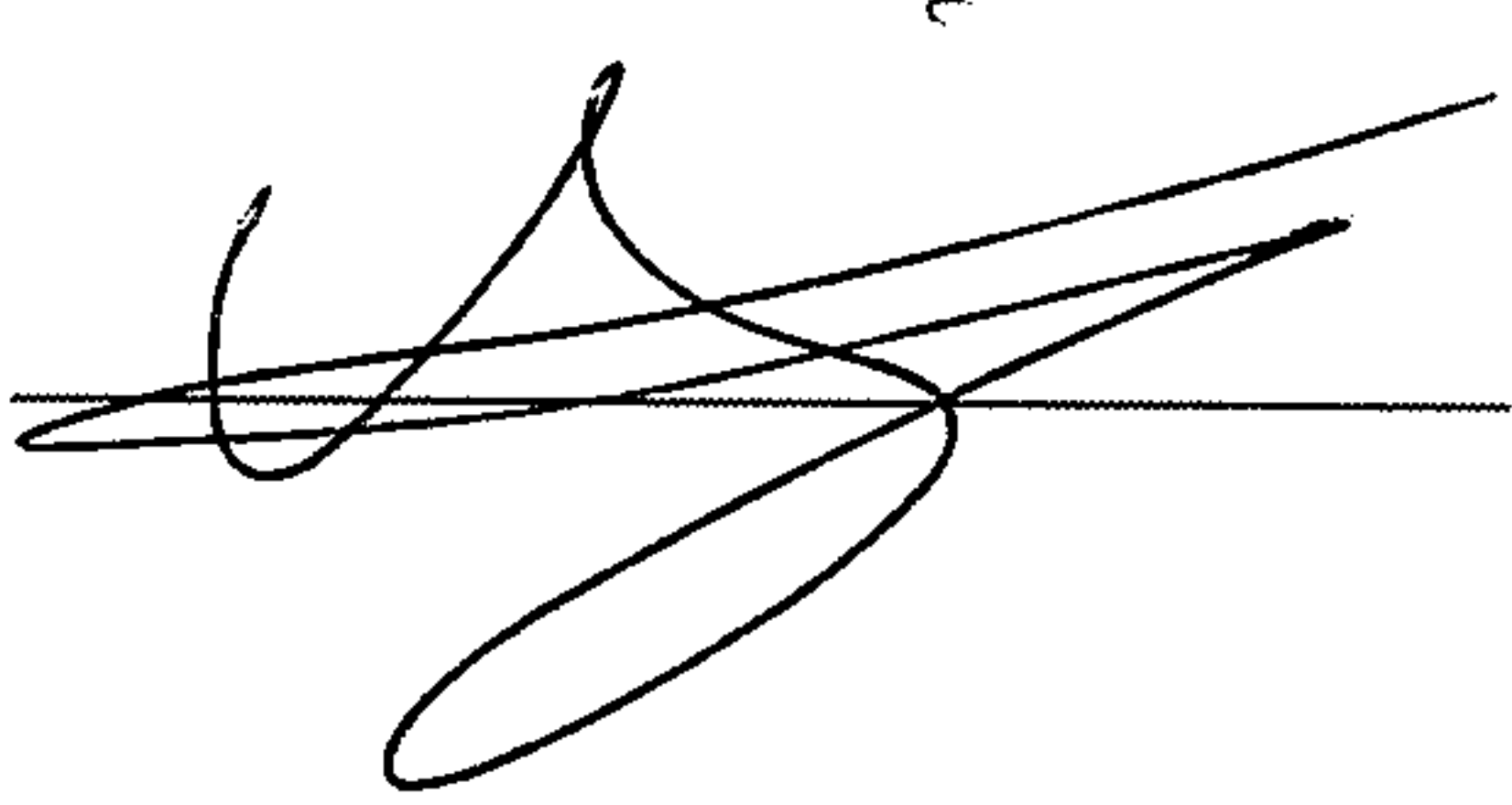
(i) Compliance. Lessee shall comply with all laws, orders, rules, ordinances and regulations of all federal, state, county, municipal and other governmental or judicial agencies or bodies and agencies applicable to the Leased Premises to the extent that the same relate to Lessee's use or occupancy of the Leased Premises.

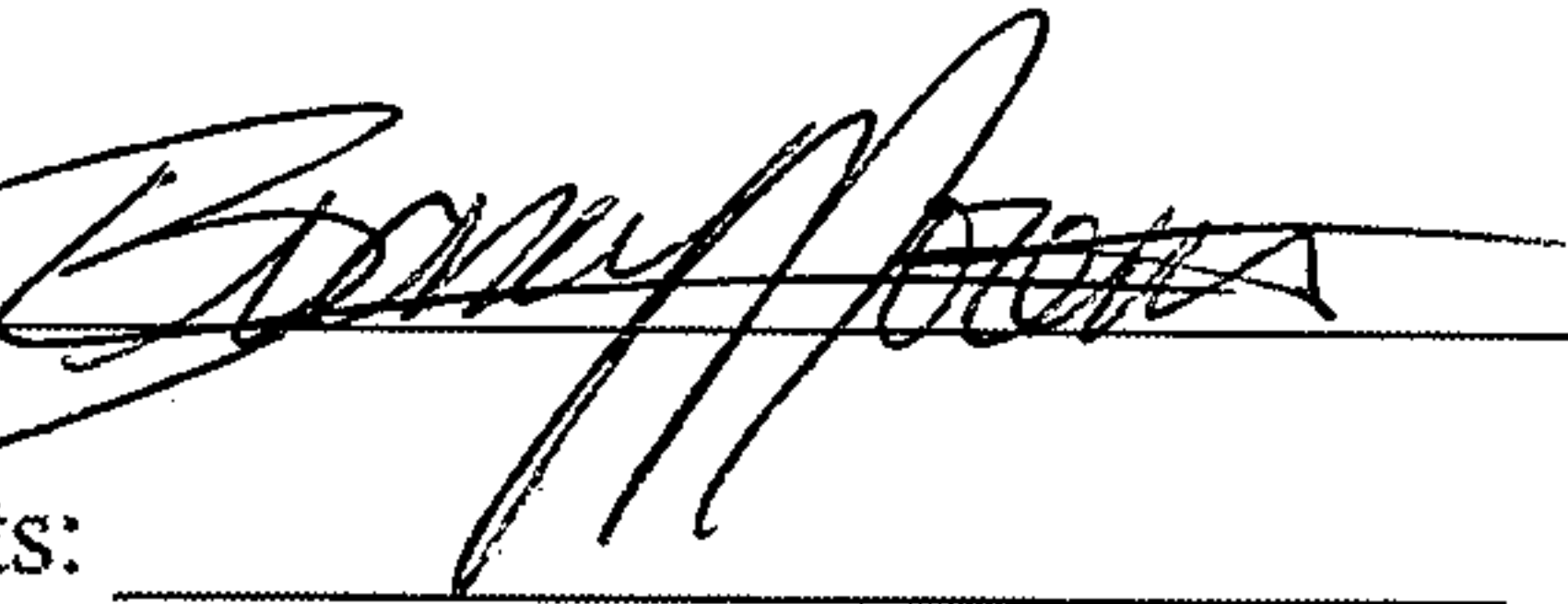
IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease on the day and year first above written.

LESSOR:

WITNESS:

BHM GROWTH INVESTORS, LLC,
an Alabama limited liability company




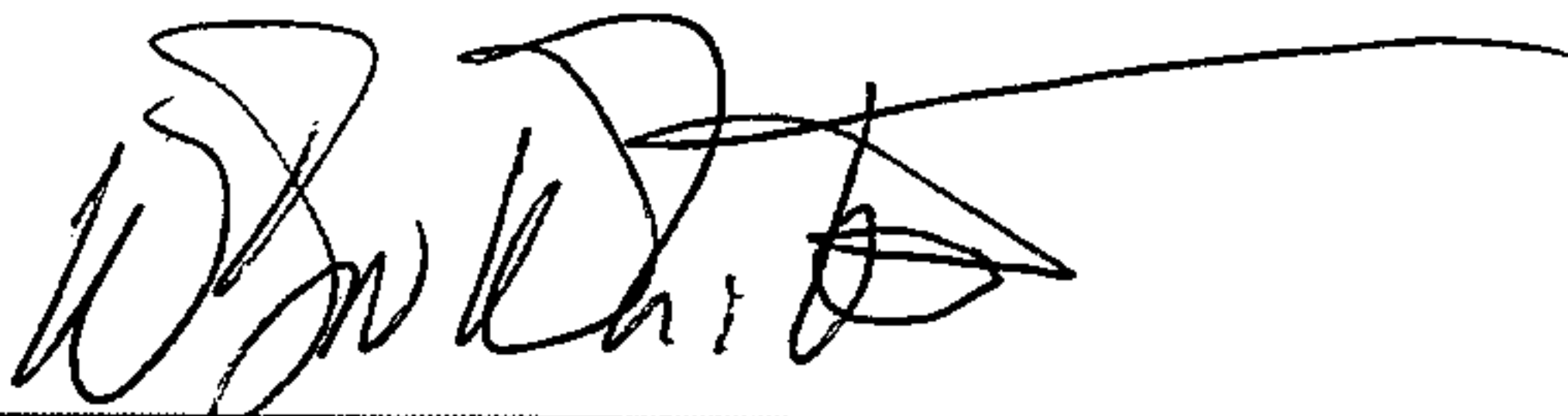
By: 
Its: _____

LESSEE:

GABRIELLA WHITE, LLC
a Delaware limited liability company

ATTEST:

By: 
Its: _____

By: 
Its: CEO



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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