

620-9748

ONE COURT SQUARE
MONTGOMERY, ALABAMA

STATE OF ALABAMA
MONTGOMERY COUNTY

THIS LEASE made this 15th day of March, 1996, between PIZITZ REALTY COMPANY, a corporation, hereinafter called "Lessor", and AMERICAN MARKETING MANAGEMENT NETWORK CORPORATION, hereinafter called "Lessee":

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WITNESSETH:

ARTICLE I

PREMISES

1.01 Lessor hereby leases and demises unto Lessee, and Lessee hereby leases and takes from Lessor upon the covenants and conditions herein set forth, the following space described as 128 Lee Street, situated at 128 Lee Street, Montgomery, Alabama, hereinafter called "Demised Premises" or "Premises", to-wit:

That space, 128 Lee Street, outlined in red on the floor plan attached hereto as Exhibit "A" and incorporated herein by reference, having approximately 3,700 square feet of floor space, located at 128 Lee Street, Montgomery, Alabama.

NOTICES

1.02 Any notice to Lessor provided for in this Lease shall be transmitted by registered or certified mail to: Attn: Commercial Division, Aronov Realty Management, Inc., 3500 Eastern Boulevard, Montgomery, AL 36116-1781; and to the Lessee to: ~~128 Lee Street~~, American Marketing Management ~~Network Corporation~~, 1614 3rd Avenue, Birmingham, AL 35203, (205) 324-7575.

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TERM

1.03 The term of this Lease shall be for a period of four (4) years, commencing on the 1st day of April, 1996. Upon or after commencement of this term, whenever requested by Lessor or its agents, Lessee will execute and deliver to Lessor a recordable form, setting out the dates of commencement and expiration of the term. Upon the full execution of this Lease by both parties, Lessee shall have the right to enter the Premises and commence tenant alterations.

USE OF PREMISES

HAD APPROVAL BY GENERAL SERVICES ADMINISTRATION

1.04 The Demised Premises shall be used by Lessee for office purposes and no other purposes.

ARTICLE II

RENTAL

2.01 Subject to adjustments hereinafter provided in Article IV hereof, Lessee agrees to pay to Lessor for the Demised Premises an annual rental at the rate of Twelve Thousand and 00/100 Dollars (\$12,000.00) per annum, payable in equal monthly installments, on the first day of each calendar month for the first six (6) months of the term of this Lease, the amount of One Thousand and 00/100 Dollars (\$1,000.00) per month; beginning the first day of the seventh (7th) month of the lease term (October 1, 1996) and continuing for six (6) months, the annual rental shall be at the rate of Twenty-One Thousand and 00/100 Dollars (\$21,000.00) per annum, payable in equal monthly installments of One Thousand Seven Hundred and 00/100 Dollars (\$1,750.00); and beginning the 13th month of the lease term (April 1, 1997) and continuing for 24 months, the annual rental shall be at the rate of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per annum, payable in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00) (monthly basic rent). The prorated monthly installment, based on a thirty (30) day month, shall be paid for any fraction of a month, if the term shall begin on any day except the first day or shall be terminated on any day except the last day of any month. Said rental installments shall be paid to Aronov Realty Management, Inc., 3500 Eastern Boulevard, Montgomery, Alabama 36116-1781, or at such other place, or to such other person or persons, as Lessor may direct in writing.

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If Lessee fails to pay, when due and payable, any monthly rental installment, such unpaid amount shall, commencing ten (10) days after the date such payment is due, bear a late charge equal to five percent (5%) of the amount thereof and, if such amount is not paid within fifteen (15) days after such amount is due, an additional late charge of ten percent (10%) shall accrue for each fifteen (15) days beyond fifteen (15) days after the due date until such rental and all late charges are paid in full. The provisions hereof are in addition to, and not in lieu of, any other right or remedy afforded Lessor elsewhere in the Lease on account of Lessee's default hereunder and the imposition by Lessor of such late charges shall in no way waive or diminish Lessor's rights or remedies provided elsewhere herein or on account of Lessee's default hereunder.

ARTICLE III

MAINTENANCE OF THE BUILDING

3.01 Lessor at Lessor's expense shall be responsible for the repair and replacement, as necessary, of the roof, structural members of the Building, exterior walls and underground pipes due to natural causes or their deterioration. Lessee shall take good and reasonable care of the Leased Premises and shall, at Lessee's own expense and cost, keep the improvements, including plate glass, indoor plumbing, and electrical system, in reasonably good repair. Lessee shall be responsible for the maintenance and repair of the air conditioning and heating equipment including preventative maintenance service (e.g., periodically changing filters). In the event Lessee fails to keep and maintain the improvements and these described areas in the condition required by the Article, then upon thirty (30) day prior written notice, Lessor may perform the necessary work and Lessee shall reimburse Lessor for all reasonable costs incurred which shall be due as additional rent on the next rent payment due.

At the termination of this Lease, Lessee shall deliver the Premises to LESSOR in reasonably good order and condition, subject to the usual wear and tear brought about by a prudent use of the same. It is the intent of Lessor that this be a net lease and that Lessor not be responsible for any costs associated with the maintenance, repair or replacement of the property not specifically addressed herein.

PEACEFUL ENJOYMENT

3.02 Lessee shall and may peacefully have, hold and enjoy the demised Premises subject to the other terms hereof, and provided Lessee pay the rentals herein recited and perform all its covenants and agreements herein contained.

ARTICLE IV

LESSEE AGREES AS FOLLOWS:

PAYMENTS

4.01 To pay all rents and sums provided to be paid to Lessor hereunder at the time and in the manner herein provided.

INCREASES IN TAXES

4.02 Lessee agrees to pay Lessor, its pro rata share, as hereinafter defined, of any increase in ad valorem or other property or lease or rental taxes for the Building, regardless of the governmental jurisdiction, jurisdictions, authorities, levying the same, in excess of the annual ad valorem taxes which Lessor pays and fall due during the year 1995. The pro rata share of increases in taxes which is required to be paid by Lessee shall be that percentage of such increase which is equal to the percentage of the total floor area of the office space occupied by Lessee as compared to and in relation to the total leasable floor space in the One Court Square office building, containing approximately 110,000 square feet. The Lessee shall pay such increase in taxes not later than thirty (30) days prior to the due date of such taxes; provided that in any event Lessee shall not be required to pay its pro rata share of such additional taxes sooner than fifteen (15) days after it receives notice of such taxes from Lessor or its agents.

If Lessee in good faith disputes Lessor's statement of the amount due, Lessee shall

nevertheless, pending the determination of any dispute, promptly pay Lessee's share of the increase as demanded by the Lessor, but after such dispute is restored, any increase or decrease so determined shall be paid within thirty (30) days.

If Lessee fails to pay, when due and payable, its pro rata share of taxes, as demanded by Lessor, as provided hereinabove, such unpaid amounts shall bear interest at the maximum lawful rate, or, if there is none, then at the rate of fifteen percent (15%) per annum, based on the amount thereof from the date of payment. The provisions hereof are in addition to, and not in lieu of, any other right or remedy afforded Lessor elsewhere in the Lease on account of Lessee's default hereunder and the imposition by Lessor of such interest shall in no way waive or diminish Lessor's rights or remedies provided elsewhere herein on account of Lessee's default hereunder.

WAIVER OF EXEMPTION

4.03 Any charges against the Lessee by the Lessor for supplies, services or for work done on the Premises by order of the Lessee, or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

REPAIRS AND RE-ENTRY

4.04 Lessee will, at Lessee's own cost and expense, repair or replace any damage or injury done to the Building, or any part thereof, caused by Lessee or Lessee's agents, employees, invitees or visitors. If Lessee fails to make such repairs or replacements promptly, or in any event within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements, and Lessee shall repay the cost thereof to Lessor on demand. Lessee will not commit or allow any waste or damage to be committed on any portion of the Demised Premises, and shall at the termination of this Lease, by lapse of time or otherwise, deliver up said Premises to Lessor broom clean and in as good condition as at date of possession of Lessee, ordinary wear and tear and damage by fire excepted, and, upon such termination of Lease, Lessor shall have the right to re-enter and resume possession of the Demised Premises.

ASSIGNMENT OR SUBLETTING, ALTERATIONS, ADDITIONS AND IMPROVEMENTS

4.05 Lessee will not assign this Lease, or allow the same to be assigned by operation of law or otherwise, or sublet the Demised Premises, or any part thereof, or use or permit the same to be used for any other purpose than stated in the use clause hereof, or make or allow to be made any alterations or physical additions in or to the Demised Premises without written consent of Lessor's first had obtained; any and all such alterations, physical additions, or improvements, when made to the Demised Premises by Lessee, shall at once become property of Lessor and shall be surrendered to Lessor upon the termination in any manner of this Lease; but this clause shall not apply to movable fixtures or furniture of Lessee.

Upon Lessor's demand any alterations made by Lessee shall be removed at the termination of the Lease and the Premises restored to their former condition, all at Lessee's expense.

LEGAL USE AND VIOLATIONS OF INSURANCE COVERAGE

4.06 Lessee will not occupy or use, or permit any portion of the Demised Premises to be occupied or used for any business or purpose which is unlawful in part or in whole or deemed to be disreputable in any manner, or extra hazardous, or permit anything done which will in any way increase the rate of insurance on said Building and/or its contents, and in the event that, by reason of acts of Lessee, there shall be an increase in rate of insurance on the building or its contents created by Lessee's acts or conduct of business, then Lessee hereby agrees to pay such increase, and to remedy such condition upon five (5) days written demand by Lessor.

INDEMNITY LIABILITY

4.07 Lessee will indemnify and save harmless Lessor of and from any and all fines, suits, claims, demands, and actions of any kind by reason of any breach, violations or non-performance

of any condition hereof on the part of Lessee, its agents or employees, and/or arising from any act or negligence of the Lessee or any of its agents, servants, employees, invitees or licensees. Lessee is or will become familiar with the Demised Premises, and acknowledges that the same are received by Lessee in good state of repair, and are accepted by Lessee in the condition in which they are now or shall be when ready for occupancy, and that Lessor shall not be liable to Lessee or Lessee's agents, employees, invitees or visitors for any damage to persons due to condition, design or defect in the building or its mechanical systems or elsewhere in the Demised Premises or Building which may now exist or hereafter occur except for Lessor's negligence or misconduct. Lessee accepts the Demised Premises as suitable for the purpose for which the same are leased and assumes all risks of damage to persons or property, and agrees that no representations except such as are contained herein or endorsed hereon have been made to the Lessee respecting the condition of the Premises.

RULES OF BUILDING

4.08 Lessee and Lessee's agents, employees, invitees or visitors shall comply with all requirements of the Rules of the Building which may be made by Lessor. A copy of the current Rules are attached hereto and incorporated herein by reference, which rules may be changed or amended by Lessor at any time.

RE-ENTRY FOR LESSOR OR ITS AGENTS

4.09 Lessor, by its officers or agents, shall have at all reasonable times the right to enter said Premises to inspect same, and may at any time remove placards, signs, fixtures, alterations or additions not in conformity with this contract, or the Lessor's Building Rules and Regulations; and may make such repairs and alterations as may be deemed by the Lessor necessary to the preservation of the Demised Premises or the Building. The Lessor is not required to do any repairing upon the Premises leased herein unless Lessor agrees in writing in this Lease. Lessor, by its officers or agents, shall have the right at all reasonable times to enter said Premises for the purpose of showing same to a prospective purchaser or mortgagee, and during the last ninety (90) days of said term shall have the right to enter the said Premises to show the same to prospective tenants.

USE OF BUILDING'S NAME

4.10 The Lessee shall not, ~~except to designate the Lessee's business address,~~ use the name "One Court Square Building" or any simulation or abbreviation of such name.

SIGNS

4.11 Lessee shall not paint, display, inscribe, maintain or affix any sign, picture, advertisement, notice, lettering or direction on any part of the outside of the Premises, or on any part of the Premises without approval by Lessor in writing. Lessee has the right to affix call letters and call signs to the Building and windows of the Premises, subject to the approval of Lessor. Lessor reserves the right to remove, at Lessor's expense, all matter other than that above provided for without notice to Lessee.

DEFACING PREMISES AND OVERLOADING

4.12 Lessee shall not place anything or allow anything to be placed near the glass of any door, partition, wall or window, which may be unsightly from outside the Premises, and Lessee shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls; blinds, shades, awnings or other forms of inside or outside window coverings, or window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is approved by the Lessor, and Lessee shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or Building without the written consent of Lessor. Lessee shall not overload any floor or part thereof in the Premises, or any facility in the Building or any public corridors or elevators therein bringing in or removing any large or heavy articles, and the Lessor may direct and control the locations of safes and all other heavy articles. Furniture and other large or heavy articles may be brought into the Building, removed therefrom or moved from place to place within the Building only at times

and in the manner designated by Lessor. Lessee agrees not to place any load on any portion of the Demised Premises or other portions of the Building or its equipment that would exceed the allowable load limits as may be specified by Lessor. Lessee shall by no means cause the overloading of electrical circuits serving the Demised Premises and/or other areas of the Building in which the Premises are located.

ARTICLE V

LESSOR AND LESSEE MUTUALLY AGREE AS FOLLOWS:

CONDEMNATION

5.01 If said Premises, or any part thereof, or any interest therein, be taken by virtue of eminent domain or for any public or quasi-public use or purpose, this Lease and the estate hereby granted shall terminate as of the date of such taking. If any part of the Building other than the Premises be so taken, the Lessor shall have the right to terminate this Lease at the date of such taking or within six (6) months thereafter by giving the Lessee thirty (30) days prior notice of the date of such termination. Any interest which Lessee may have or claim to have in any award resulting from any condemnation proceeding shall be limited to the unamortized value, as hereinafter defined, of any permanent improvements to the structure of the Building paid for by Lessee and any claim for furniture or fixtures of any nature whatsoever shall be excluded. For purposes of this Lease, "unamortized value of permanent improvements" shall be the cost of said improvements multiplied by a fraction, the numerator of which shall be the number of years remaining on the term of this Lease when possession is taken by reason of eminent domain, or the day the lease term is canceled, whichever is later, and the denominator of which shall be the number of years remaining on the term of this Lease when the improvements were placed on the Demised Premises.

LOSS OR DAMAGE

5.02 Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, rain, snow, leakage of Building, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of government body or authority, or other matter beyond the control of Lessor or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make such repairs, or for any cause, whatever, unless caused solely by Lessor's gross negligence.

LESSEE'S PROPERTY REMAINING ON PREMISES

5.03 In the event the term of the Lease expires, or the Demised Premises are abandoned by the Lessee during the period of the operation of the Lease, or the Lessee is in default under the terms of the Lease, and in either of such events the Lessor enters into possession of the Demised Premises and there is within the Demised Premises furniture, fixtures or other personal property of the Lessee, Lessor shall have the right and option without liability to Lessee except as specifically provided herein (1) to store such properties in a warehouse or other storage space provided by Lessor or others at the reasonable storage expense of Lessee, or (2) to cause such properties to be sold at public auction or private sale with or without notice to Lessee, at which sale Lessor may be purchaser and to apply the proceeds of such sale first to the reasonably incurred expense of collection or sale and thereafter on any indebtedness due by Lessee to Lessor, with any excess over the amounts required for such purposes payable to Lessee, or (3) in the discretion of Lessor should such properties be deemed by it of small value, said properties may be discarded or destroyed.

HOLDING OVER

5.04 If Lessee remains in possession after expiration of the term hereof, or any extensions thereof as provided by Section 5.17 of this Article V, with Lessor's acquiescence and without any distinct agreement of parties, Lessee shall be a tenant at will; and there shall be no renewal of this Lease by operation of law. As liquidated damages, Lessee agrees and contracts to pay to Lessor a sum of money equal to the contract rental for the last full calendar month of the Lease

which has expired, for each period of fifteen (15) days or fraction thereof Lessee remains in occupancy after the expiration of the term. No receipt of money by Lessor after termination of this Lease, or after the service of any notice, or after the commencement of any rent, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

LOSS BY FIRE OR OTHER CAUSES

5.05 Lessee shall, in case of fire, or loss or damage from other causes, give immediate notice thereof to Lessor. In the event of damage by fire or other causes resulting from fault or negligence of Lessee or Lessee's agents, employees, invitees or visitors, the same shall be repaired by Lessor at the expense of the Lessee. If the Demised Premises shall be damaged by fire or other casualty covered by Lessor's insurance and not resulting from the fault or negligence of Lessee or Lessee's agents, employees, invitees or visitors, the damages shall be repaired by and at the expense of the Lessor and the rent until such repairs shall be made shall be apportioned according to the part of the Demised Premises which is usable by Lessee. Lessor agrees, at its expense, to repair any damage of the Demised Premises not resulting from the fault or negligence of Lessee or Lessee's agents, employees, invitees or visitors, except that, if such damage be such that replacement of fifteen percent (15%) or more of the Building or fifty percent (50%) or more of the Demised Premises, be required then in either event, at the option of the Lessor, this Lease will be canceled and of no force and effect from and after the date of occurrence of such damage.

No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor, and for reasonable delay on account of "labor troubles" or any other causes beyond Lessor's control.

Notwithstanding anything contained herein to the contrary, if the Demised Premises is damaged by fire or other casualty in the last two (2) years of this lease term, Lessor shall have the option to cancel this Lease.

ATTORNEYS' FEES

5.06 In case Lessee makes default in the performance of the terms, covenants, agreements or conditions contained in this Lease and Lessor places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder, or recovery of the possession of the Demised Premises in the hands of any attorney, or files suit upon the same, Lessee agrees to pay Lessor reasonable attorney's fees and payment of the same shall be secured in like manner as is herein provided, as to security for rent.

AMENDMENT OF LEASE

5.07 This agreement may not be altered, changed or amended except by an instrument in writing, signed by both parties hereto.

DEFAULT AND REMEDIES

5.08 In the event (A) the rent specified herein or any installment thereof, or any other item of debt of Lessee is not paid at the time and place when and where due; (B) or the leased Premises shall be deserted, vacated or abandoned; (C) or the Lessee shall fail to comply with any terms, provisions, conditions or covenant of this Lease or any of the rules and regulations now or hereafter established for the government of the Building; (D) or any petition is filed by or against Lessee under any section or chapter of the National Bankruptcy Act as amended; (E) or Lessee shall become insolvent or makes a transfer of assets under such circumstances as to jeopardize the interest of creditors; (F) or Lessee shall make an assignment for benefit of creditors; (G) or a receiver is appointed for a substantial part of the assets of Lessee; (H) or the leasehold interest is levied on, under execution; (I) or if Lessor and Lessee enter into a Lease Agreement for parking spaces in the Parking Deck (formerly known as Pizitz Parking Deck), which is adjacent to the Building on which the Premises are a part, and Lessee defaults under any term or condition of said Lease; then in any of such events, Lessor shall have the option to do any of the following, in addition to and not in limitation of any other remedy permitted by law or equity (including but not limited to damages, injunctions, or specific performance), or by this Lease:

(1) Declare to be due and payable immediately and without further notice all remaining installments of rent under the terms of the Lease and proceed by legal process or otherwise to enforce the payment thereof; and/or

(2) Enter into possession of the Demised Premises and remove or expel the Lessee and all persons holding under Lessee and all of their effects therefrom with or without legal process and in the event possession of the Demised Premises is entered under this alternative, then and in such event to lease the Demised Premises as the agent of Lessee. In the event the rental paid to and received by Lessor under the terms of such substitute Lease are not sufficient to pay the full amount due by Lessee under the terms of this Lease and all expenses and costs of collection and substitute leasing, then and in such event Lessee agrees to pay the deficiency as and when each installment of such deficiency is determined; or

(3) Terminate this Lease by reason of such default in which event Lessee shall be liable to Lessor for all damages and all losses incurred by Lessor by reason of such default and the termination of said Lease.

Lessee waives all claims for damages by reason of re-entry by Lessor or by reason of any act or thing done by Lessor to cure the default Lessee or to enforce the terms and provisions of this Lease and agrees to indemnify and hold harmless the Lessor against any loss incurred by reason of any such claims. The obligation of Lessee to pay the full amount of the Lease rental is not impaired by the re-entry of Lessor and the leasing of the Premises to a substitute Lessee under the terms and provisions of the Lease. The payment of rent by Lessee to Lessor after possession is restored to Lessor and a substitute Lease is made shall not entitle Lessee to re-enter possession of the leased Premises, but in the event the aggregate amount of rent which is received by Lessor under the terms of this Lease and under the terms of the substitute Lease shall exceed the rental which is assumed by Lessee under the terms of this Lease, after the payment of all reasonable costs and expenses of collection and re-leasing under the substitute Lease, Lessor agrees to reimburse to Lessee the amount of such excess.

WAIVER

5.09 Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default, at any time, and take such action as might be lawful or authorized hereunder, either in law or in equity.

POSSESSION

5.10 If, for any reason, the Demised Premises shall not be ready for occupancy by Lessee at the time of commencement of this Lease, this Lease shall not be affected thereby, nor shall Lessee have any claim against Lessor by reason thereof, but no rent shall be payable for the period during which the Premises shall not be ready for occupancy; and all claims for damages arising out of such delay are waived and released by Lessee.

BANKRUPTCY

5.11 If voluntary bankruptcy proceedings be instituted by Lessee, or if proceedings be instituted by anyone else to adjudge Lessee a bankrupt, or if Lessee makes an assignment for the benefit of his creditors or if execution be issued against Lessee, or if the interests of Lessee in this contract pass by operation of law to any person other than Lessee, this Lease may, at the option of Lessor, be terminated by notice addressed to Lessee, and mailed in the Post Office at Montgomery, Alabama.

ASSIGNMENT

5.12 This Lease shall also inure to the benefit of the successors and assigns of Lessor and with the written consent of Lessor first and obtained, but not otherwise, to the benefit of the heirs, executors and/or administrators, successors and assigns of Lessee.

**LESSOR EXCUSED IN
CERTAIN INSTANCES**

5.13 If, by reason of inability to obtain and utilize labor, materials or supplies, or by reason of circumstances directly or indirectly the result of any state of war or national or local emergency, or by reason of any laws, rules, orders, regulations or requirements of any government authority now or hereafter in force, or by reason of strikes or riots, or by reason of accidents in damage to or the making of repairs, replacements or improvements to the building or any of the equipment thereof, or by reason of any other cause beyond the reasonable control of the Lessor, the Lessor shall be unable to perform or shall be delayed in the performance of any covenant to supply any service, such non-performance shall not give rise to any claim against the Lessor for damages or constitute a total or partial eviction, constructive or otherwise.

SUBORDINATION

5.14 At such times as Lessor and any mortgagee or proposed mortgagee of the Demised Premises may in writing request the same, the Lessee agrees that this Lease shall be subject and subordinate to all mortgages which may now or hereafter affect the land or the building of which the Premises form a part and to all renewals, modifications, consolidations, replacements and extensions thereof, and, although this subordination provision shall be deemed for all purposes to be automatic and effective without any further instrument on the part of the Lessee, Lessee shall execute any further instrument requested by the Lessor to confirm such subordination. Nothing contained in this agreement shall be construed as placing any limitation upon Lessor's right to sell, mortgage, assign or in any manner convey an interest in part or in whole, of either the land or the Building, or both.

PRIOR OCCUPANCY

5.15 If Lessee shall occupy the Premises prior to the beginning of the term of this Lease with Lessor's consent, all of the provisions of this Lease shall be in full force and effect commencing on the date of such occupancy, such occupancy shall be on the basis of a month to month tenancy until the beginning of the term of this Lease, and rent for such period shall be paid at the monthly rate set forth in Article II.

**CONTINUATION OF LEASE
AFTER TERMINATION**

5.16 No receipt of money by Lessor from Lessee after termination of this Lease or after the service of any notice or after any final judgment for possession of the premises shall reinstate, continue, or extend the term of this Lease or affect any such notice, demand or suit.

MISCELLANEOUS

5.17 That the waiver by Lessor of any breach of any covenant of this Lease shall be limited to the particular covenant, and shall not operate nor be deemed to waive any future breaches of the same covenant or covenants nor of any other covenant or covenants.

5.18 It is understood and agreed by the parties hereto that notice from Lessor mailed or delivered to Premises leased hereunder shall constitute sufficient notice to the Lessee to comply with the terms of this Lease.

5.19 In the event that any provision or part of a provision of this Lease is held invalid the other provisions and part of provisions shall remain in full force and effect.

5.20 Lessee shall secure from an insurance company licensed to do business in the State of Alabama and acceptable to Lessor and written on forms acceptable to Lessor, fire and extended coverage for the and improvements, furniture, fixtures, equipment, signage and contents within the Demised Premises and for all improvements on the property covered by this Lease in the amount of not less than the full replacement value thereof, together with public liability insurance together with the broad form comprehensive general liability endorsement in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit, and all of said insurance shall be maintained during the term of this Lease contract and any extensions thereof. Said fire and extended coverage insurance shall name Lessor as named insured and loss payee with respect to

the Building and improvements situated on the Demised Premises, and shall provide waiver of subrogation with respect to both Lessor and Lessee. The liability insurance required hereunder shall name both Lessor and Lessee as named insureds, shall contain contractual liability endorsement, and shall be primary to any other coverage which may be in effect.

5.21 Anything contained in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the estate and property of the Lessor in the land and Buildings comprising the Demised Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor for any default or breach by Lessor of any of its obligations under this Lease, subject, however, to the rights of the holder of any mortgage covering the premises or of Lessor's interest therein or the land which exists at the time tenant's right matures to the level of constituting a lien. No other assets of the Lessor shall be subject to levy, execution or other judicial process for the satisfaction of Lessee's claim. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, express or implied, between Lessor and Lessee that the Lessor's interest hereunder and in the Premises shall be subject to impressment of an equitable lien or otherwise.

5.22 SECURITY DEPOSIT. A security deposit of \$1,000.00 shall be delivered to Lessor upon the execution of this Lease and shall be held by Lessor without liability for interest and as security for the performance of Lessee's obligations under this Lease. Lessor may, from time to time, without prejudice to any other remedy, use all or a portion of the security deposit to make good any arrearages of rent, to repair damages to the Premises caused by Lessee, to clean the Premises upon termination of this Lease or otherwise to satisfy any other covenant or obligation of Lessee hereunder. Following any such application of the security deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the security deposit to its original amount. If Lessee is not in default at the termination of this Lease, after Lessee surrenders the Premises to Lessor in accordance with this Lease and all amounts due Lessor from Lessee are finally determined and paid, the balance of the security deposit shall be returned to Lessee. If Lessor transfers its interest in the Premises during the Lease term, Lessor may assign the security deposit to the transferee and thereafter shall have no further liability for the return of such security deposit. Lessor shall not be required to segregate the security deposit from its other accounts.

5.23 EXISTING CONDITIONS. Lessee accepts the Premises in their "as is" and "current" condition. Notwithstanding the foregoing, Lessor shall be responsible for the maintenance and repair of the plumbing and the heating and air conditioning systems at the commencement of the lease term and for the first 45 days of the lease term.

5.24 SEPARATE METER. Lessor and Lessee understand and agree that Lessee shall be responsible for the payment of electrical service for the Premises. Lessee shall cause Alabama Power Company to install a separate electric meter for all electrical usage for the Premises, including the heating and air conditioning system. Alabama Power Company shall read the meter monthly and bill Lessee directly.

5.25 OPTION TO PURCHASE. Provided Lessee is not in default of any of the terms and conditions of this Lease, Lessee shall have the right to purchase the herein described property at any time during the term of this Lease at the price of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00).

Lessee shall have thirty (30) days to notify Lessor of Lessee's desire to exercise its right of first refusal to purchase the property by delivering, or mailing, postage prepaid, certified mail, notice to Lessor or Lessor's Agent stating that the Lessee is exercising his right to purchase by presenting an offer to purchase with no contingencies at or above the sales price offered by the heretofore mentioned contract and shall deposit with Lessor's/Seller's Agent's ~~escrow Ten Thousand and 00/100 Dollars (\$10,000.00) as earnest money to apply towards the purchase price, and no further writing need be executed by the Lessee or Lessor.~~

\$110,000.

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LESSOR ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that RICHARD PIZITZ of PIZITZ REALTY COMPANY, whose name as VICE PRESIDENT, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

GIVEN under my hand and seal, this the 13 day of MARCH 1996.

Leslye St. Louis
NOTARY PUBLIC

[SEAL]

My Commission Expires:

4-18-98

LESSEE ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Deborah Lumphin of AMERICAN MARKETING MANAGEMENT ~~NETWORK~~ CORPORATION, whose name as President, is signed to the foregoing instrument, and who is known to me, acknowledged before me this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

GIVEN under my hand and seal, this the 15 day of March 1996.

Elvira Murphy Williams
NOTARY PUBLIC

[SEAL]

My Commission Expires:

11-22-99

PERSONAL GUARANTEE OF LEASE

dated 3/15/46 BETWEEN
RITZ REALTY COMPANY
AND AMERICAN MARK
MANAGEMENT CORP
Etc

In consideration of the making of this Lease by the Landlord with the Tenant and in Landlord's reliance on this Guaranty, the undersigned, and each of them jointly and severally, hereby guarantees the payment of the rent to be paid by the Tenant and the performance by the Tenant of all the terms, conditions, covenants and agreements of the Lease, and the undersigned premises to pay all the Landlord's expenses, including reasonable attorneys' fees, incurred by the Landlord in enforcing all obligations of the Tenant under the Lease or incurred by the Landlord in enforcing this Guaranty. The Landlord's consent to any assignment or assignments and successive assignments by the Tenant and Tenant's assignees, of this lease, made either with or without notice to the undersigned, or a changed or different use of the demised Premises, or Landlord's forbearance, delays, extensions of time or any other reason whether similar to or different from the foregoing shall not release the undersigned from liability as guarantor.

Dated: 3-15-46

John P. Hilliard
WITNESS

Earl F. Hilliard
Earl F. Hilliard
Guarantor