

# COMMERCIAL LEASE

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

STATE OF ALABAMA  
Jefferson County

This lease made this 22nd day of August, 1995 by and between

American Trust Corporation

hereinafter called "Lessor", by

as agent for the Lessor and by Williamson & Harrell Photographers

hereinafter called "Lessee": A Partnership

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of Alabama, to-wit:

1612 A (Downstairs) Third Avenue, North  
Birmingham, Alabama 35203

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as A Photographic Studio

Use

Term and for no other or different use or purpose, for and during the term of Two Years beginning on 1st day of September, 1995 and ending on the 31st day of August, 1997

Rent

1. In consideration whereof, the Lessee agrees to pay the Lessor agent at office of said agent,
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of Three Hundred-
4. Fifty and no/100 DOLLARS (\$ 350.00 ) per month,
5. being at the rate of Forty-Two Hundred and no/100 DOLLARS (\$ 4200.00 ) per annum.
6. Lessee agrees that a Service and Bookkeeping charge of Ten Percent (10%) shall become due and payable each
7. and every month that the rent has not been received in the office of by the 10th of the month.
8. ~~should premises be completed and turned over to Lessee eleven (11) days prior to or after~~
9. ~~then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the~~
10. ~~next calendar month.~~

Quiet  
Enjoyment

Condition of  
Premises

11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent has made no representations or promises with respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Roof

18. 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 so to do, but in no event shall the Lessor be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of, the Lessor, other than willfully wrongful acts of Lessor.

Air  
Conditioning  
and Signs

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

Roof and  
Drains, etc.,  
Debris On

29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs

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

Inspection  
and Showing

36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and the right to display "For Sale" and "For Rent" signs on said premises.

EXHIBIT

Failure of Lessee to Repair or Maintain Signs	<p>40. Should the Lessee fail to make repairs required by him under this lease, the Lessor may enter the premises and make such repairs and deduct the cost thereof from the next rental payment. Should the Lessor deem it necessary, the Lessee will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building, or permit the same to be painted, without the written consent of the Lessor. No sign or signs of any character shall be erected or displayed on the premises or in front thereof, or on any part thereof, from which the consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future.</p>
Alterations and Improvements by Lessee	<p>47. Lessee will replace all plate and other glass, if and when broken; and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective condition of said elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.</p>
Upkeep	<p>53. The Lessee agrees to pay all taxes, rentals or other charges becoming due, levied under the authority of the Act No. 619 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.</p>
Compliance With Law	<p>58. The Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$100,000.00, or single limit of \$</p>
Public Liability Insurance And Indemnity	<p>61. Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.</p>
Defects in Premises	<p>72. If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.</p>
Snow, Ice, Trash	<p>75. Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission) collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by accretion or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or any assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought up on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained in violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof given by the Lessor to the Lessee.</p>
Removal of Goods	<p>98. The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.</p>
Acceleration of Rent	<p>100. Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or persons property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further secure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.</p>
Default-Attorney Fee and Cost	<p>113. In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessee's option of re-entering and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satisfactory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to the amount due under the terms of this lease and the balance to the Lessor and said leasing shall not release the Lessee from liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.</p>
Re-Letting	<p>121. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor in enforcing any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.</p>
Re-Entry, etc., No Bar	

125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the past due  
 126. rent, fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises  
 127. after termination, this lease shall be considered reinstated, and will continue in effect as though it had  
 128. not been terminated.

**Improvements and Additions to Property of Lessor**

129. Lessor, with the exception of such additions as are actually claimed as improvements and shall be deemed to be improvements  
 130. unless the Lessor, in writing, has agreed to be bound by the Lessee's improvements, the Lessee shall be deemed to be the owner of this  
 131. lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said  
 132. Lessee restores the building and premises to its original condition, normal wear and tear excepted.

**Fire & Other Casualty**

133. Lessee restores the building and premises to its original condition, normal wear and tear excepted.

134. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other  
 135. casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which  
 136. they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not  
 137. exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance  
 138. proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing  
 139. the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on  
 140. the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value  
 141. of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee,  
 142. within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to termi-  
 143. nate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if ex-  
 144. ercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate  
 145. this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient  
 146. to effect such restoration or repairs, Lessor, at its option may cancel this lease by written notice to Lessee within thirty (30)  
 147. days after the occurrence of such casualty.

148. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of  
 149. occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this  
 150. lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of  
 151. such damage or destruction until said building has been substantially repaired or restored, an equitable statement of rent shall  
 152. be allowed the Lessee.

**Transfer or Assignment, Conditions**

153. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises,  
 154. or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained  
 155. thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the ob-  
 156. ligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or  
 157. understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or  
 158. any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$  
 159. assignment fee to agent for each and every lease assignment made.

**Lease Assignment Fee Clause**

159. assignment fee to agent for each and every lease assignment made.

**Notices and Demands**

160. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and  
 161. may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been de-  
 162. livered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the  
 163. proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail,  
 164. addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in case of the Lessor's rental agent at that  
 165. time authorized by the Lessor to service this lease, and said notices must be in writing.

**Agents Commission Agreement**

166. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE  
 167. BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE  
 168. CLIENT.

169. Lessor in consideration of the services rendered by as agent of  
 170. Lessor in leasing said premises to Lessee, does hereby authorize said  
 171. his successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals  
 172. or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's  
 173. successors or assigns, and hereby agrees to pay to the said its  
 174. successors or assigns, for the services rendered in affecting this lease or any renewal, extension, or re-leasing as above provided,  
 175. (an amount equal to per cent of all rents paid by virtue thereof, whether or not said rent is paid  
 176. or any other person, firm or corporation, or whether or not said rent is paid  
 177. its successors or assigns, payment of said commissions to be made  
 178. direct to as and when rents are received by the Lessor, its successors or assigns, and the said  
 179. its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs,  
 180. successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements  
 181. and hereditaments herein described.

182. As a further consideration for the services rendered by If the  
 183. term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents paid as com-  
 184. mission instead of the aforementioned % provided for in the preceding paragraph; if the term of this lease is in  
 185. excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding  
 186. paragraph, said agent shall be entitled to receive rent payable hereunder, or, if this lease term is  
 187. for three years or more, to receive rent payable hereunder, but percentage commission stated above  
 188. shall not apply on said first month's rent; and this additional rent commission shall not be paid  
 189. to the agent for any lease renewal or extension to the herein named Lessee.

190. In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of  
 191. the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have  
 192. earned, provided the lease had not been cancelled or terminated.

**Agents Repair and Improvement**

193. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the  
 194. cost of which exceeds \$ , and if the agent supervises the same, the Lessor agrees to  
 195. pay the said agent a reasonable fee for the additional services rendered.

**Lessee Will Hold Harmless**

196. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses  
 197. caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and  
 198. Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the de-  
 199. mised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised  
 200. premises shall be at the sole risk of Lessee.

**Waiver of Subrogation Rights**

201. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under  
 202. fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their  
 203. negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered  
 204. by valid and collectible insurance on the property at the time of the loss.

**Holdover**

205. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred,  
 206. whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from  
 207. month to month, or from year to year.

**Non-Waiver**

208. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this  
 209. lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such  
 210. covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with  
 211. knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of  
 212. any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

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**FURTHER TERMS AND CONDITIONS MADE A PART HEREOF**

Premises are leased "AS IS". All utilities, except water, are to be placed in lessee's name.

Lessee shall have an option to renew said lease for two years if the building has not been sold or is not under contract to sell at the expiration period.

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of AUGUST, 1995

Agent American Trust Corporation  
 By: John P. Hilliard (L.S.)  
 President

Witness for Lessor: Elizabeth B. Belmore

Witness for Lessee: Paul D. Williamson (L.S.)  
 Lessee

Mablean J. Washington (L.S.)  
Lura Harrell Lessee

# COMMERCIAL LEASE

STATE OF ALABAMA,  
Jefferson County

This lease made this 29th day of August 1995 by and between

Home American Trust Corporation

as agent for the Lessor and by

Williamson & Harrell Photographers

hereinafter called "Lessee"

WITNESSETH that the Lessor does hereby demise and let unto the Lessee the following described premises in the City of

Ho 12 A (Downstairs) 35203

Birmingham, Alabama

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is

located, for use and occupation by the Lessee as

A Photographic Studio

for a term of two years

beginning on September 1st day of September 1995

and ending on the 31st day of August 1997

In consideration whereof, the Lessee agrees to pay the Lessor agent at office of said agent,

Rent three hundred

on the first day of each month of said term, in advance, as rent for said premises, the sum of

thirty and no/100 DOLLARS (\$ 350.00) per month,

and thirty two hundred DOLLARS (\$ 4200.00) per annum,

and every month that the rent has not been received in the office of

the Lessor, a Service and Bookkeeping charge of ten (10%) shall become due and payable each

by the 10th of the month.

Should the premises be completed and turned over to Lessee either prior to, or after

the expiration of the term hereof, the rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the

next calendar month.

This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in

possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-

ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee

in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-

able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with

respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises

and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

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, but in no event shall the Lessor

be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the

extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective

workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any death,

injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf

of the Lessor, other than willfully wrongful acts of Lessor.

In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building

hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof

leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-

ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereon.

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

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

Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any

part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless

and only to the extent herein agreed. All other portions of any building hereby leased shall be kept in good repair by Lessee and

at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable

wear and tear excepted.

However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about

said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right

to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers,

and the right to display "For Sale" and "For Rent" signs on said premises.

Quiet  
Enjoyment

Condition of  
Premises

Roof

Air  
Conditioning  
and Signs

Roof and  
Drains, etc.,  
Debris On

Repairs

Inspection  
and Showing

40	41	42	43	44	45	46
Failure of Lessor to Repair or Maintain	Signs	Alterations and Improvements by Lessee	Upkeep	Compliance With Law	Public Liability Insurance And Indemnity	Defects in Premises
47	48	49	50	51	52	53
47	48	49	50	51	52	53
54	55	56	57	58	59	60
54	55	56	57	58	59	60
61	62	63	64	65	66	67
61	62	63	64	65	66	67
68	69	70	71	72	73	74
68	69	70	71	72	73	74
75	76	77	78	79	80	81
75	76	77	78	79	80	81
82	83	84	85	86	87	88
82	83	84	85	86	87	88
89	90	91	92	93	94	95
89	90	91	92	93	94	95
96	97	98	99	100	101	102
96	97	98	99	100	101	102
103	104	105	106	107	108	109
103	104	105	106	107	108	109
110	111	112	113	114	115	116
110	111	112	113	114	115	116
117	118	119	120	121	122	123
117	118	119	120	121	122	123
124	125	126	127	128	129	130
124	125	126	127	128	129	130

125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, the Lessee shall be liable for the full term of this lease and shall be responsible for all repairs, costs and other charges and shall make good all current and future repairs or damage to the premises, including the cost of removal and disposal of any waste or debris, and shall be liable for the cost of any such removal and disposal.

126. In the event this lease is terminated by the Lessor, the Lessee shall be liable for the full term of this lease and shall be responsible for all repairs, costs and other charges and shall make good all current and future repairs or damage to the premises, including the cost of removal and disposal of any waste or debris, and shall be liable for the cost of any such removal and disposal.

127. Lease restores the building and premises to its original condition, normal wear and tear excepted.

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

129. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.

130. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assignee shall pay a \$ assignment fee to agent for each and every lease assignment made.

131. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.

132. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT.

133. Lessor in consideration of the services rendered by as agent of  
Lessor in leasing said premises to Lessee, does hereby authorize said  
its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals  
or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's  
successors or assigns, and hereby agrees to pay to the said  
successors or assigns, for the services rendered in affecting this lease or any renewal, extension, or re-leasing as above provided,  
(an amount equal to per cent of all rents paid by virtue thereof, whether or not affected by  
or any other person, firm or corporation, or whether or not said rent is paid  
its successors or assigns, payment of said commissions to be made  
direct to as and when rents are received by the Lessor, its successors or assigns, and the said  
its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs,  
successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the said, tenements  
and hereditaments herein described.

134. And further consideration for the services rendered by If the  
term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent % of all rents paid at com-  
mission instead of the aforementioned % provided for in the preceding paragraph; if the term of this lease is in  
excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding rent payable hereunder, or, if this lease term is  
paragraph, said agent shall be entitled to receive rent payable hereunder, but percentage commission stated above  
for three years or more, to receive rent commission shall not be paid  
shall not apply on said first month's rent; and this additional to the agent for any lease renewal or extension to the herein named Lessee.

135. If the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have earned, provided the lease had not been cancelled or terminated.

136. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the cost of which exceeds \$ and if the agent supervises the same, the Lessor agrees to  
pay the said agent a reasonable fee for the additional services rendered.

137. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.

138. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under fire insurance policies with extended coverage endorsements, irrespective of whether such loss or damage results from their negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered by valid and collectable insurance on the property at the time of the loss.

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

140. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

N/A

213. In the event that any part of the premises is taken for public use or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

**Non-Warranty:** 214. The Lessee hereby warrants that the premises are being taken for public use, and that the Lessee is not aware of any other person claiming an interest in the premises, and that the Lessee is not aware of any other person claiming an interest in the premises.

**Eminent Domain and Condemnation:** 215. In the event that any part of the premises is taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

216. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

217. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

218. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

219. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

220. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

221. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

222. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

223. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

224. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

225. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

226. If the premises are taken for public use, or for the construction of any public work, or for the construction of any bridge, viaduct, or other public structure, or for the construction of any canal, or for the construction of any other public work, the Lessee shall be deemed to have accepted such taking and shall not be entitled to any compensation therefor, and any purchase or acquisition in lieu of condemnation, or any other compensation, shall be deemed to have been made in full satisfaction of the Lessee's claim for such taking.

**Clean Premises Upon Termination, etc.:** 227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

**Taxes and Insurance:** 228. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments, or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

**Addendum Clause:** 229. This lease consists of 4 pages together with an Addendum of 0 pages which is attached hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease and the Addendum, the terms of the Addendum shall prevail.

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

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

*All premises are leased "as is". All utilities except water are to be paid for in lease name. Lessee shall have an option to renew said lease for two years if the building has not been sold or is not under contract to sell at the expiration period.*

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of August, 1995

American Trust Corporation  
By: \_\_\_\_\_ (Lessor)

Witness for Lessor: \_\_\_\_\_  
\_\_\_\_\_  
Witness for Lessee: \_\_\_\_\_

\_\_\_\_\_  
Paul W. Williamson  
Lessor

\_\_\_\_\_  
Lynn Harrell  
Lessee