

COMMERCIAL LEASE

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

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER 1976

LEASE FORM
150-22500

STATE OF ALABAMA
Jefferson County

This lease made this 15th day of May, 1986 by and between

American Trust Life Insurance Company

hereinafter called "Lessor", by

assigned for the Lessor and by Willard Fox Congress Campaign

hereinafter called "Lessee";

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

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 Political Campaign Office

Use

Term

and for no other or different use or purpose, for and during the term of 6 months
beginning on 1st day of June, 1986
and ending on the 30th day of November, 1986

Rent

1. in consideration whereof, the Lessee agrees to pay the Lessor as set forth in said agreement.
- 2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of One Thousand Five
4. Hundred and no/100 DOLLARS (\$ 1,500.00) per month.
5. being at the rate of Nine Thousand and no/100 (\$9,000) DOLLARS (\$ 9,000.00) per annum.
6. Lessee agrees that a Service and Stockkeeping charge of _____ 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 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

Roof

Air
Conditioning
and Signs

Roof and
Drains, etc.,
Cables On

Repairs

Inspection
and Showing

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 a tenant's failure to pay the rent or inability of the Lessee to obtain possession thereof provided the Lessee shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that all premises are in good condition or repair or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representation or promise with respect to said building or the described 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.)
- 12.
13. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessee will repair the same within a reasonable time after being requested in writing by the Lessor to do so, but in no event shall the Lessee 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 inadvertently, by or on behalf of, the Lessor, other than willfully wrongful acts of Lessor.
- 14.
15. In the event all conditioning equipment to a part of any air conditioning equipment is located 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 such 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 thereon.
- 16.
- 17.
18. The Lessee will keep the roof and the leased grounds free of all man, 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.
- 19.
20. Lessee 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 elements thereof, if any, or on or about any structure connected therewith, but not hereby leased, unless and only in 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 described premises to Lessor in good repair and condition, reasonable wear and tear excepted.
- 21.
22. However, Lessee reserves the right to enter upon said premises and to make such repairs and to do, such work on or about said premises if Lessor may deem necessary or proper, or that Lessee may be lawfully required to make. Lessee 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.
- 23.
24. and the right to display "For Sale" and "For Rent" signs on said premises.
- 25.

EXHIBIT

Failure of Lessee to Repair	40. Should the Lessee fail to make repairs agreed to by him under this lease, the Lessee may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, 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 before work is commenced or set.
Signs	41. No signs or other characters shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor. 42. The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, or a waiver of, a restriction against alterations, additions, improvements or changes for the future.
Alterations and Improvements by Lessee	43. 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 on said premises. Lessee will keep all drains, 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 damage caused by, or growing out of, any leakage, leakage, seeping out of or defective condition of said drains, 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 nuisances, whether as to 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 tend or be 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 all products at all times.
Upkeep	44. The Lessee agrees to pay all sewer charges or other charges becoming due, levied under the authority of the Act No. 519 of the Alabama Legislature of 1949, or any other act, law or regulation. Failure to pay said rental shall constitute a default under the terms of this lease.
Compliance With Law	45. Lessee shall during the entire term of this lease, at Lessee's own expense keep in force a 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 for damage to property in the amount of \$100,000.00, or a single limit of \$
Public Liability Insurance And Indemnity	46. Lessee's Agents, Servants, and employees (as an additional insured) against any liability that may accrue against them or either of them on account of any occurrence in or about the demised premises during the term or in consequence of Lessee's company charges and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.
Defects In Premises	47. Lessee 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, floods, seepage or other causes.
Snow, Ice, Trash	48. 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 in such good order and repair 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 do so.
Events of Default	49. 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 enter said and premises and cause the same to be vacated upon two days written notice to the Lessee to re-enter and repair said premises, from time to time, as regards the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rent (that is, rent due less the expense of collecting and handling, and the cost of advertising and the balance, if any, credited to the Lessee. Nothing herein, however, shall be construed to require the Lessee to re-enter and re-let, nor shall anything herein be construed to purport to deprive the Lessor of the right to sue for rent, whether accrued or not, or any other event or default referred to herein and failure of the Lessee to pay any one or more of the amounts due, or any other sum, provided for in this lease and when the same becomes 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 subtenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the possession of the Lessee in this State; the filing of a Petition in Bankruptcy, a Petition for an Arrangement or Reorganization or against the Lessee; the appointment of a receiver or trustee, or other asset officer, for the estate of the Lessee; the execution of an attachment 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 hereon is based in whole or in part on the percentage of Lessor's sales) failure of the Lessee to start and operate said premises or any part thereof within the time specified in this paragraph or the violation by the Lessee of any other of the terms, conditions or covenants set out in this paragraph or the part of the lease herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessee.
Removal of Goods	50. 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.
Acceleration of Rent	51. 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 rent provided for in this lease for the balance of the original or extended term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be and 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 Lessee employs an attorney to collect any rents due hereunder by Lessee, or to protect the interests of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal 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 payment of said rents, as and when the same become due, and the faithful performance by the Lessee of all and every one of the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessee may incur 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 in exempt from levy and sale, under the laws of any State or the United States.
Abandonment	52. 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 Lessor'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 as deemed most satisfactory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee hereon, 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 costs incurred for the upkeep of the premises for the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net proceeds 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 balance of the term hereof.
Re-Letting	53. 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 to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to demand the lease or to re-let the premises or to re-let the same, or to constitute the maturity of the contract hereunder.
Re-Entry, etc., No Bar	54.

125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, and the Lessee pays the full amount of the rent and other charges and then makes himself current, and if he remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.

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129. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of written contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.

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134. In the event of the total destruction of, or partial damage to, the buildings upon the described premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the condition in 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 fire-fighters provision, from being used toward the cost of restoration and repairing; and 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 determined by such casualty, terminate this lease, if Lessee exercises the above right to terminate this lease and Lessee elects to exercise an option of renewed 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 Lessee's right to terminate this lease by exercising such option several privileges within such thirty (30) day period. If the Lessee exercises such privilege to effect such restoration or repair, Lessee at his option may extend this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.

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215. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are condemned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may be applicable, with the part to be appraised as of the date of such taking or of such order, as the case may be; provided, however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to continue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete and convenient unit with restoration, signs and labor of equal appearance and utility as they had prior to the taking, but there will be no extra reduction of the rent payable each month. The Lessee shall be deemed to have exercised its right of election to terminate this lease within 30 days after the date of taking, the Lessee shall notify the Lessor in writing of its election to terminate this lease. The Lessee shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain, including any part of such award as may be attributable to the unexpired household interest or other rights of the Lessee in the premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

220. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will properly remove from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passages, ways, services and shafts as clean as it is possible to clean them by means of the use of brooms and shovels.

221. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments, or insurance costs 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 an additional sum equal to that 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.

222. This lease consists of _____ page(s) together with an Addendum of _____ page(s) which is attached hereto, initialed by the parties and incorporated in this lease by reference. In case of conflict between the related portions of this lease and the Addendum, the terms of the Addendum shall prevail.

223. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its successors, administrators, heirs, assigns or assigns.

Non-Waiver
Eminent
Domain and
Condemnation

Clean
Premises
Upon
Termination,
etc.
Taxes and
Insurance

Addendum
Clause

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed their personal checks 1514

day of May, 1986

AMERICAN TRUST LIFE INSURANCE COMPANY
BY: John R. Hilliard (Lessor)

Witness for Lessor:

HILLIARD FOR CONGRESS CAMPAIGN
BY: Patricia Hilliard (L.S.)
Lessee

Witness for Lessee:

(L.S.)
Lessor