

COMMERCIAL LEASE

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

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
ADOPTED OCTOBER, 1976

LEASE FORM
19B-2950

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 _____

as agent for the Lessor and by Hilliard Taxe Congressman

hereinafter called "Lessee", _____

WITNESSED: 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 Birmingham Political Campaign Office
- Use**
- and for no other or different use of 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 Lessor agrees to pay the Lessee 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 One Thousand Five Hundred and no/100-\$1,500.00 DOLLARS (\$1,500.00) per month.
4. being at the rate of Nine Thousand and no/100(\$9,000.00) DOLLARS (\$9,000.00) per annum.
5. Lessee agrees that a Service and Bookkeeping charge of \$100.00 shall become due and payable each
6. and every month that the rent has not been paid to the office of _____
7. by the 10th of the month.
8. Should payment be completed and turned over to Lessor before the 10th, or after _____
9. then in that event rent for such (pro rata) month shall be prorated, and this lease term shall commence on the first day of the
10. next calendar month.
11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lease in
12. possession of said premises during said term, but shall not be liable for the loss of use by reason of the failure or
13. inability of the Lessor to obtain possession thereof provided the Lessor shall exercise due diligence and efforts to place the Lease
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition, square or fit for
15. use for the uses or purposes for which they are let. The Lessor or Lessor's agent have made no representations or warranties with
16. respect to said building or the derived premises except as herein expressly set forth. The Lessor has examined the leased premises
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein).
18. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessor, the Lessor will
19. repair the same within a reasonable time after being notified in writing by the Lessee so to do, but in no event shall the Lessor
20. be liable for damages or injuries resulting from such defect or the failure to make a prompt repair being so notified, except to the
21. extent of the restoration cost of repairing said roof; nor shall the Lessor be liable for damage or injuries resulting from defective
22. windows or materials, the Lessor hereby expressly waiving the same. Lessor and Lessee, shall not be liable for any death,
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf
24. of, the Lessor, other than willfully wrongful acts of Lessor.
- Roof**
25. In the event air conditioning equipment is a part of any air conditioning equipment is located on the roof of any building
26. hereby leased, or in the event that the Lessor installs a sign on the roof, then Lessor shall be responsible for repairing any roof
27. leak, attributable to such installation, during the term of this lease at Lessor's expense and expense, but no such air conditioning
28. equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained therefor.
- Air
Conditioning
and Signs**
29. The Lessor will keep the roof and the leased grounds free of all trash, broken, fragments, debris and trash, and the Lessor
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.
- Roof and
Downspouts,
etc.,
Debris On
Premises**
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
32. part thereof, or the elements thereof, if any, or on or about any portion connected therewith, but not hereby named, unless
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessor and
34. at the end of the term hereof, the Lessor shall deliver the leased premises to Lessor in good repair and condition, reasonable
35. 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
37. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers
39. and the right to display "For Sale" and "For Rent" signs on said premises.

EXHIBIT

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Failure of Lessee to Repair	40. Should the Lessee fail to make repairs agreed to by him under this Lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee at additional rent. Except as herein specifically provided, the Lessor will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessor paint the outside of the building or permit the same to be painted without the written consent of the Lessor both to work it executed or let side of the Lessor. No signs of any character shall be erected on the roof until the consent thereto in writing is first had and obtained from the Lessor.
Alterations and Improve- ments by Lessee	41. Lessee will replace all glass and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessor will pay the Lessee the cost and expense thereof upon demand. Lessee will replace all roof tiles or shingles, and will pay all bills for utilities and replacements of old premises. Lessor will keep all elevators, air conditioning equipment, electric water, water pipes, water closets, drains, sewer lines and other plumbing in good condition and repaired 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 or cost 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. Lessor will comply, at all times and in all respects with all the applicable laws and ordinances relating to plumbing, insulation, heating in the building and premises hereby let, and the streets and alleysways bordering the same, as are concerned, and the Lessor will not by any act, or omission, render the Lessor liable for any violation thereof. Lessor will not commit any waste of property, or permit the same to be done, and will take good care of said building and add property at all times.
Upkeep	42. Lessee will pay the Lessor the cost and expense thereof upon demand.
Compliance With Law	43. Lessee agrees to pay all taxes, costs 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 taxes shall constitute a default under the terms of this lease.
Public Liability Insurance And Indemnity	44. Lessor shall during the entire term of this Lease, at Lessor'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 a part of one occurrence and for damage to property in the amount of \$100,000.00, as single limit of \$100,000.00, covering Lessor, Lessee, and Lessor's Agents, Servants, and employees (or an additional amount) against any liability that may accrue against them or either of them as a result of any occurrence in or about the demised premises during the term or in consequence of Lessor's occupancy thereof and causing in personal injury or death or property damage. Lessor shall also request Lessor to cause to be taken out of all insurance required under this paragraph.
Defects In Premises	45. 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 add premises, or caused by, or growing out of fire, rain, water, sleet, ice, or any other cause.
Snow, Ice, Trash	46. If the leased premises, or any part thereof, consist of Cell floor space, adjacent upon the street, or ground adjacent to the street, the Lessor will keep the sidewalk, curb and gutter in front thereof in repair, thereby clean and free from snow, ice, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessor's failure to so do.
Events of Default	47. 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 and demand possession upon two days written notice to Lessor and the occupant to collect and retain possession of the premises as the right upon the Lessor's written notice to the Lessor to re-enter and collect said premises, from time to time, as agents of the Lessor, and such rights as collecting as both, shall not affect the Lessor's right to liability as obligating lessor, except that such (that is, prior to the expense of collecting and handling, and lessor's compensation collected as a result of such re-entering) shall be credited on the Lessor'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 relet, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether accrued by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The events or defects referred to herein are failure of the Lessor 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 becomes due, the removal, attempt to remove or permitting to be removed from add premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessor or any assignee, or subtenant of the Lessor; the loss of or conversion or other legal process upon the goods, furniture, effects or other property of the Lessor brought on the leased premises upon the issuance of the Lessor's writ; the filing of a petition for bankruptcy, a petition for an Arrangement or reorganization by or against the Lessor; the appointment of a receiver or trustee, or other relief officer, for the assets of the Lessor; the execution of an assignment for the benefit of creditors of the Lessor; the voluntary or involuntary by the Lessor of the leased premises or the use thereof for any purpose other than the purpose for which the same are held by or if the rental rents is based in whole or in part on the percentage of Lessor's sales) failure of the Lessor to exercise diligent effort to produce the maximum volume of sales; the judgment by Lessor of this lease or the re-leasing or sub-leasing by the Lessor of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessor of any other of the terms, conditions or covenants not set out in this paragraph on the part of the Lessor before contained and future of the Lessor to satisfy such violation within ten (10) days after written notice thereof is given by the Lessor to the Lessor.
Removal of Goods	48. The Lessor shall not remove any of the goods, wares or merchandise of the Lessor from said premises other than in the regular course of Lessor's trade or business without having first paid all rent due or to become due under the terms of this lease.
Acceler- ation of Rent	49. Upon termination or breach of this lease or non-payment of add 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 Lessor, shall be 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 Lessor agrees to pay Lessor, or on Lessor's behalf, a sum equal to the attorney's fees in the event Lessor employs an attorney to collect any rents due hereunder by Lessor, or to protect the interest of Lessor in the event the Lessor is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or property of the Lessor upon the add premises, or upon the interest of the Lessor in this lease or in add premises, or in the event the Lessor violates any of the terms, conditions, or covenants on the part of the Lessor established. In order to further set forth the general payment of add rents, as and when the same comes, and the total performance by the Lessor of all add rents, in the terms, conditions and covenants on the part of the Lessor herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of add terms, conditions and covenants, or any of them, the Lessor hereby waives any and all rights to claim personal property as exempt therefrom and adds under the laws of any State of the United States.
Abandon- ment	50. In the event the Lessor 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 turn the property at Lessor's option of a canceled or vacated key of the terms, conditions, or covenants hereof, and taking possession of add premises and handing all or any portion of add premises for such term and for such time as desired and shall notify the Lessor, specifying each month the net proceeds obtained from add leasing to the credit of the Lessor hereinafter, up to the amount due under the terms of this lease and the balance to the Lessor and add leasing shall not release the Lessor from liability hereunder for the rents received for the residue of the term before, but Lessor shall be responsible each month for the difference, if any, between the net proceeds obtained from such leasing and the monthly sum received by Lessor, and add leasing shall be payable to the Lessor on the first day of each month for the residue of the term hereof.
Re-Leasing	51. No re-entry hereunder shall bar the recovery of cost or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessor herein contained. The results of partial or breach or condition broken, or delay on the part of Lessor to perform any right hereunder, shall not be deemed a waiver of jurisdiction, or a waiver of the right of the Lessor to cancel the lease or to re-lease add premises or to reduce the same, or to a period less than the maturity of this add lease.
Re-Entry, etc., No Bar	52. 53. 54.

Reinstatement	125. If the Lessee is terminated by the Lessor for any cause, including non-payment of rent, and the Lessee pays the rent, allows 126. heat and other charges and taxes incurred, and the Lessee continues to be in possession of the leased premises 127. or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue to effect as though it had 128. not been terminated.
Improvements and Additions Property of Lessor	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 fixtures and Trade fixtures 130. fixtures to remain the property of the Lessor, and may be removed by the lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of this contract have been complied with by Lessor and provided lessor 131. Lessee restores the building and premises to its original condition, second week and four months. 132.
Fires & Other Casualty	133. In the event of the total destruction of, or partial damage to, the buildings upon the leased 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 insurance provision, item being used toward the cost of restoration and repairing, and same provided further, that if the reoccupied portion of the term or any extension thereof shall be two (2) years or less than 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 liquid 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 renewing lease which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years, Lessee may void such exercise of Lessor's right to terminate this lease by providing full option renewal privilege within thirty (30) day period. If the Lessee provides such notice to Lessor within thirty (30) days after the occurrence of such casualty, 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147.
Transfers or Assignment Conditions Lease Assignment Fee Clause	148. In the event the repairing and restoring of the buildings are not be completed within four (4) months after the date of the 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 statement of rent shall be allowed the lessee. 149. 150. 151. 152.
Notices and Demands	153. 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. 154. 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 assignee shall not be liable 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 permitted for this lease or any other leasehold before expiration term of this lease, then the Lessor or his subsequent assignee shall pay a \$ 155. assignment fee so agent for each and every lease assignment made. 156.
Agents Commission Agreement	157. All notices and demands authorized or required to be given to the Lessor under any provision hereof shall be in writing, and may be delivered to the Lessor in person or left on in the leased premises or shall be conclusively deemed to have been delivered to the Lessor if the same be deposited in the United States mail addressed to the Lessor at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the lessee only as given by certified mail, addressed to the Lessor at the address of the lessee shown on page 1 of this lease, or in case of the Lessor's removal agent at that time authorized by the Lessor to service this lease, and paid delivery receipt to be written. 158. 159.
Agents Repair and Improvement	160. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THIS BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE CLIENT. 161. 162. Lessor is compensated for the services rendered by 163. Lessor is to be paid a percentage of the gross monthly rent received by the Lessor for the month in which the rental 164. is received or, if none, to collect and receipt for the rents payable thereafter during the remaining term and any renewals 165. or extensions of the whole lease, whether renewed or extended, or the portions re-let to the Lessor hereunder, or Lessor's 166. successors or assigns, and hereby agrees to pay to the said 167. amount equal to 168. per cent of all rents paid by virtue thereof, whether or not held rents paid 169. by any other person, firm or corporation, or whether or not held rents paid 170. direct to 171. as and when rents are received by the Lessor, by successor or assign, and the said 172. percentage or audit shall be entitled to paid commission from the present Lessor, the Lessor's personal representative, heirs, 173. executors, administrators, or trustees in title of the property herein described, and the same shall be charged upon the land, structures 174. and improvements herein described. 175. 176. As a further consideration for the services rendered by 177. lessor of this lease for twelve (12) months or less the Lessor agrees to pay the agent 178. provided for in the preceding paragraph, if the term of this lease is 179. reduced instead of the aforementioned 180. extent of one year and less than three years, Lessor agrees that in addition to said compensation provided in the preceding 181. paragraph, said agent shall be entitled to receive 182. per cent of all rents paid by virtue thereof, or 183. for three years or more, or less 184. shall not apply to 10% of the Lessor's payment of this additional 185. compensation for any lease renewal or extension to the herein named Lessor. 186. 187. If the Lessee terminates or terminates by virtue of any act or default by the Lessee, including the sale 188. of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have 189. earned, provided the lease had not been canceled or terminated. 190.
Lesser Will Hold Harmless	191. In the event the within lease is canceled or terminated by virtue of any act or default by the Lessee, including the sale 192. of the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have 193. earned, provided the lease had not been canceled or terminated. 194. 195. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the 196. cost of which exceeds \$ 197. pay the said agent a reasonable fee for the additional services rendered. 198. Lessor will indemnify and hold Lessor and Lessee's agent free and harmless from all demands, claims and suits and expenses 199. caused by any default committed heretofore on the part of the Lessor. Lessor will further indemnify and hold harmless Lessee and 200. Lessee's agent from any loss, cost, damage and/or expense caused by injury to persons or property while in, on or about the leased 201. premises, not attributable to the willfully wrongful act of the Lessor or Lessee's agent. Any property hired to the deceased 202. person shall be at the sole risk of Lessee.
Waiver of Subrogation Rights	203. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from this willfully caused against either 204. the Lessor or Lessee with extended coverage endorsement, irrespective of whether such loss or damage results from their 205. negligence or that of any of their agents, servants, employees, licensees or contractors to the other that such losses are derived 206. by valid and collectable instrument on the property at the time of the loss.
Holdover	207. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, 208. whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no case a tenancy for 209. month to month, or from year to year. 210.
Non-Waiver	211. The status of the Lessor to lesser, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to excuse any alleged breach contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall constitute and suffice to full force and effect. The receipt by the Lessor of notice, with 212. knowledge of the breach of any covenant herein, shall not be deemed a waiver of such breach, and no waiver by the Lessor of 213. any provision herein shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

**Non-Waiver
Eminent
Domain and
Condemna-
tion**

215. If all or any part of the detailed premises it takes by eminent domain ("eminent domain" shall include the exercise of any
216. similar power of taking, and may purchase or acquisition in lieu of condemnation), or in the event the improvements are con-
217. demed and reduced from down or removed by lawful authority, then the term of this lease shall cease as of the date possession
218. shall be taken by the condemning authority, or as of the date improvements are reduced down or removed, whichever may
219. be applicable, with the rent to be apportioned as of the date of such taking or of such date, as the case may be provided,
220. however, if at a result of a partial taking of the detailed premises by eminent domain, the ground floor area of the building
221. forming a part of the detailed premises is reduced by not less than twenty-one percent (25%), the Lessor may elect to con-
222. tinue the term of this lease and to reduce, at Lessor's expense, the remaining premises to a complete architectural unit with
223. standards, size and location of equal appearance and utility as they had previous to this taking, but there will be prorated re-
224. duction of the rent payable with respect to the Lessor that is deemed to have exercised his right option to restore the premises on
225. June, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of his election to repossess this lease. The
226. Lessee shall be entitled to receive all of the proceeds of any total or partial taking of the detailed premises by eminent domain,
227. including any part of such areas as may be substitutable to the unoccupied household furniture or other effects of the Lessee in the
228. premises, and the Lessee hereby agrees, and waives to the Lessor all of the Lessee's right to receive any part of such proceeds.

**Clean
Premises
Upon
Termina-
tion, etc.
Tax and
Insurance**

229. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessor will promptly收回
230. from the Lessee possession of all keys, tools, details and property of the Lessee, and the Lessee will leave the floors, stairs, passages
231. ways, fixtures and sheds as cleaned as is possible to clean them by means of the use of brooms and sponges.

232. In the event that during the term of this lease or any renewal period thereof, the total real estate taxes, special assessments
233. or insurance costs levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate
234. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor an additional sum a pro-
235. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area
236. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

**Addendum
Clause**

237. This lease contains of _____ pages together with an Addendum of _____ pages which is attached hereto,
238. initialled by the parties and incorporated in this lease by reference. In case of conflict between the related portions of this lease
239. and the Addendum, the terms of the Addendum shall prevail.

240. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessor, its executors, administrators,
241. trustees, heirs, legatees or successors.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively countersigned their respective initials *15th*

day of May, 1986.

AMERICAN TRUST LIFE INSURANCE COMPANY

Agent:

BY: Glen R. Hilliard (Agent)

Without fee except:

HILLIARD FOR CONGRESS CAMPAIGN

BY: Glen R. Hilliard (Agent)

Without fee except:

(L.S.)
Lessee