

ORDINANCE NUMBER 3134

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE AND DELIVER A LEASE AGREEMENT WITH LONGFORD LLC TO LEASE A FACILITY TO BE UTILIZED AS THE CITY'S PUBLIC WORKS LOCATION

WHEREAS, the City of Vestavia Hills wishes to relocate the City's Public Works Department in a centralized area of the City and;

WHEREAS, the City Manager has located a property and facilities that would adequately work for the department needs and uses; and

WHEREAS, the City Manager had negotiated a Lease Agreement ("the Agreement") with Longford LLC to lease the buildings and property. A copy of the Agreement is marked as Exhibit A, attached to and incorporated into this Ordinance Number 3134 as if written fully therein; and

WHEREAS, the Mayor and City Council feel it is in the best public interest to accept the City Manager's recommendation to lease said premises pursuant to the terms of the Agreement detailed in the attached Exhibit A.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VESTAVIA HILLS, ALABAMA, AS FOLLOWS:

1. The Mayor and City Manager are hereby authorized to execute and deliver the lease agreement detailed in Exhibit A; and
2. A copy of the lease agreement shall be submitted and maintained in the Office of the City Clerk' and
3. This Ordinance Number 3134 shall become effective immediately upon adoption and approval.

DONE, ORDERED, ADOPTED and APPROVED this the 24th day of October, 2022.


Ashley C. Curry
Mayor

ATTESTED BY:


Rebecca Leavings
City Clerk

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LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") made and entered into this _____ day of _____, 2022 by and between Longford LLC with an address of P.O. Box 43312, Vestavia Hills, Alabama, 35243 (hereinafter referred to as "Landlord"), and City of Vestavia Hills whose address is, _____, Birmingham, Alabama (hereinafter referred to as "Tenant").

Section 1. LEASED PREMISES

(a) Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following described premises (hereinafter referred to as the "Leased Premises") situated in Jefferson County, Alabama, to-wit:

Real Property consisting of approximately 15,280 square feet of Buildings along with _____ acres of yard, parking lot, fencing and landscaping, located at 3224 Cahaba Heights Road, Vestavia, AL 35243, as a part of the Acton Center (hereinafter referred to as the "Acton Center") as shown on the attached **Exhibit "A"**. The location and boundaries of the Leased Premises are identified and outlined on the Site Plan attached hereto as **Exhibit "A-1"** and made a part hereof.

(b) Notwithstanding **Exhibit "A-1"**, Landlord shall not be deemed to, and does not represent or warrant to Tenant that the Acton Center has or will have any specified tenant or tenants, tenant mix, or type or types of business therein, or that the locations or dimensions of the premises of any other tenants of the Acton Center, nor the design or layout of the Acton Center, are exactly as indicated on **Exhibit "A-1"**, and Landlord expressly reserves the right to increase, reduce or change the number, dimensions and locations of the walks, buildings parking areas and other facilities in any manner whatsoever as Landlord shall deem proper and reserves the right to make alterations or additions to, and to build additional stories on the buildings in which the Leased Premises are contained and to add buildings adjoining the same or elsewhere in the Acton Center.

(c) For all purposes under the Lease, the term "floor area" of the the Acton Center (as shown on the attached Exhibit "A") shall be 24,454 square feet. In computing the leasable area of the Acton Center or the Leased Premises no deductions shall be made for columns, partitions, stairs or other structures or equipment. Landlord reserves the right to alter the total square footage in the Acton Center in the event Landlord alters, reconstructs, or rebuilds, the Acton Center.

Section 2. COMPLETED DOCUMENT AND WAIVER: The submission of the Lease for examination by Tenant does not constitute an offer or option to lease the Leased Premises, nor is it intended as a reservation of the Leased Premises for the benefit of Tenant. On the contrary, it is expressly understood that the Lease shall not be effective or binding upon the parties until it is fully and properly executed by Tenant and Landlord.

Section 3. LENGTH OF TERM: The term of the Lease shall be for Five years, starting on the Commencement of Term, unless sooner terminated as herein provided.

Section 4. COMMENCEMENT OF TERM: The term of the Lease shall commence Thirty (30) days after delivery of possession of the Leased Premises to Tenant for commencement of Tenant's work. If the Lease commences on a day other than the first day of a month, the term shall commence on the first day of the following month.

Section 5. SECURITY DEPOSIT: Tenant shall pay Landlord \$ N/A as security for the faithful performance of all the terms and conditions of the Lease. In no event shall Landlord be obligated to apply the Security Deposit on rent or other charges in arrears or on damages for failure to perform the terms and conditions of the Lease by Tenant. Application of the Security Deposit to the arrears of rental payments or damages shall be at the sole option of Landlord, and the right to possession of the Leased Premises by Landlord for nonpayment of rent or other charges or for any other reason shall not in any event be affected by the Security Deposit

(a) Security Deposit is to be returned to Tenant when the Lease is terminated or expires and the Leased Premises delivered to Landlord, according to the terms of the Lease, to the extent not applied toward the payment of rent or other charges in arrears or toward the payment of damages which are suffered by Landlord by reason of any breach of the terms and conditions of the Lease by Tenant.

(b) The Security Deposit will draw no interest for the credit of Tenant.

(c) In the event that Landlord repossesses the premises because of the default of Tenant or because of the failure by Tenant to carry out the terms and conditions of the Lease, Landlord may apply the Security Deposit on all damages suffered to the date of repossession and may retain the balance of the Security Deposit to apply on damages that may occur or be suffered thereafter by reason of default or breach of Tenant. Landlord shall not be obligated to hold the Security Deposit in a separate fund but may commingle the Security Deposit with other funds of Landlord.

Section 6. RENT: Tenant covenants and agrees that it will pay Landlord as fixed minimum rent for the Leased Premises during the term of the Lease, as follows:

(a) A monthly fixed minimum rent payable in equal monthly installments of \$ 11,651.00 per month, in advance, on the first day of each month during the term of the Lease without any set off deduction whatsoever. The obligation to pay the fixed minimum rent hereunder shall begin on the commencement date of the term of the Lease. Tenant shall pay the prorata monthly portion of the fixed minimum rent for any fractional period of a month included in the term of the Lease. Such proration shall be based on a thirty (30) day month and shall be due and payable at the beginning of such fractional period. Tenant hereby agrees to pay interest on all delinquent rental charges of every type and nature specified in the Lease at the rate of 5% per month. Such interest shall accrue from a date ten (10) days after the original due date to the date of actual payment.

Section 7. ADDITIONAL RENT: In addition to the foregoing fixed minimum rent, all other payments hereunder to be made by Tenant to Landlord shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and shall be due and payable on demand or together with the next succeeding installment of fixed minimum rent, whichever shall first occur. Landlord shall have the same remedies for failure to pay "additional rent" as for nonpayment of rent.

Section 8. NO PARTNERSHIP: Landlord shall in no event be construed, held or become in any way or for any purpose a partner, associate or joint venturer of Tenant or any party associated with Tenant in the conduct of Tenant's business or otherwise.

Section 9. TENANT RELOCATION: Intentionally Deleted

Section 10. PLACE OF PAYMENTS AND DELIVERY OF REPORTS:

All rents and other payments payable hereunder by Tenant to Landlord shall be paid, in lawful money of the United States, to Landlord, at P.O. Box 43312, Vestavia Hills, AL 35243 and all reports required to be rendered to Landlord by Tenant shall be delivered to such address, unless Landlord shall otherwise designate by notice to Tenant pursuant to Section 40 of the Lease.

Section 11. DELIVERY OF POSSESSION.

The Leased Premises are leased as is without any further work required of Landlord, except that work outlined in **Exhibit "B"**. For all purposes of the Lease the date of delivery of possession of the Leased Premises to Tenant for completion of Tenant's work as outlined in **Exhibit "B"** shall be the date that Landlord notifies Tenant that the possession of the leased Premises is given Tenant. Delivery shall occur within Ninety (90) days from the Effective Date of the Lease.

Section 12. ALTERATIONS: Tenant shall have the right to make such non-structural alterations to the interior of the building as it may desire, provided, however, that any repairs or alterations undertaken by Tenant shall not impair the structural safety of the building and provided that Tenant notifies Landlord in writing prior to the initiation of such repairs or alterations. Landlord, however, reserves the right to enter upon said premises and to make such repairs and to do such work on said premises as Landlord may deem necessary or proper or that Landlord may be lawfully required to make, with the least disturbance to Tenant. Landlord reserves the right to visit and inspect the Leased Premises at all reasonable times during the term hereof and show space to prospective tenants during the last six (6) months of the term hereof if Tenant does not exercise the option to renew within the notification period.

Section 13. TENANT'S INSTALLATIONS: Tenant shall, at Tenant's cost and expense, at all times during the term of the Lease keep the Leased Premises equipped with all trade equipment, furniture, operating equipment, furnishing, fixtures, floor coverings and exterior signs and any other equipment necessary for the proper operation of Tenant's business. Tenant shall not do any construction work or alterations, nor shall Tenant install any equipment other than unattached movable trade fixtures, without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions, improvements, and fixtures installed by Tenant to the Leased Premises, other than unattached movable trade fixtures, furniture, and decorations, shall upon the expiration or earlier termination of the Lease become the property of Landlord. Unattached movable trade fixtures shall not include, among other things, store front, doors or gates, plumbing, electrical, wall and ceiling electrical fixtures, sprinklers, and heating, ventilating and air conditioning systems. No item of whatever nature not actually purchased and installed by Tenant shall be removed. Provided Tenant is not in default hereunder, Tenant may upon the expiration or termination of the Lease, remove unattached movable trade fixtures, furniture and decorations installed by Tenant, and Tenant shall completely and satisfactorily repair any and all damage to the Leased Premises resulting from such removal. Any such personal property of Tenant not removed within five (5) days following notice by Landlord to Tenant to remove the same shall, at Landlord's option, become the property of Landlord.

Section 14. USE OF PREMISES: Tenant covenants to use the Leased Premises solely for the purpose of City offices and maintenance and storage facilities, and for no other use

or purpose.

Section 15. OPERATING OF BUSINESS: Tenant covenants at all times during the lease term, except when and to the extent the Leased Premises are untenable by reason of fire or other casualty, or condemnation, to: (a) conduct its business in the Leased Premises in a high grade and reputable manner so as to help establish and maintain a good reputation for the Acton Center; and (b) keep the Leased Premises and exterior and interior portions of windows, doors and all glass and plate glass in a neat, clean, sanitary and safe condition.

Section 16. LAWS, WASTE OR NUISANCE: Tenant shall, at its own cost and expense: (a) comply with all governmental laws, ordinances, orders and regulations affecting the Leased Premises now in force or which hereafter may be in force; (b) comply with and execute all rules, requirements and regulations of Landlord's insurance carriers and other organizations establishing insurance rates; (c) not suffer, permit or commit any waste or nuisance; (d) keep the Leased Premises equipped with all safety appliances required by Tenant's use of the Leased Premises; and (e) procure all licenses and permits required for Tenant's use of the Leased Premises.

Section 17. SIGNS, AWNINGS AND CANOPIES: Tenant shall, at Tenant's cost and expense, purchase identification signs for the exterior of Tenant's store front as designated by Landlord, and shall install and maintain them, in good condition and repair. Such signs shall comply with the design criteria set forth in **Exhibit "C"**. Other than the foregoing identification signs, Tenant shall not place or suffer to be placed or maintain any sign, awning or canopy in, upon or outside the Leased Premises or in the Acton Center.

Section 18. ASSIGNMENT AND SUBLETTING: Tenant shall not assign, mortgage or encumber the Lease, in whole or in part, or sublet all or any part of the Leased Premises without the prior written consent of Landlord. Landlord's decision to withhold such consent, for whatever reason, if any, shall be absolute and binding on Tenant. Landlord shall have the right to arbitrarily withhold consent at its sole discretion, and both parties acknowledge that this has been separately considered and bargained for. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subleases, Tenant shall remain fully liable and shall not be released from any of Tenant's obligations or liabilities under the Lease. If Tenant is a corporation and if any transfer, sale, pledge or other disposition of the common stock shall occur, or power to vote the majority of the outstanding capital stock be changed, then Tenant shall so notify Landlord and Landlord shall have the right, at its option, to terminate the Lease upon five (5) days' notice to Tenant. However, in the event Tenant sells its business, Landlord, subject to approval of the new owner's financial statements, at Landlord's discretion, will not unreasonably withhold its consent to the assignment of the Lease to such new owner.

Section 19. REPAIRS:

(a) Landlord shall not be required to make any repairs or improvements of any kind to the Leased Premises except Landlord shall keep the foundation and roof of the Leased Premises and the structural soundness of the exterior walls thereof in good repair and condition, unless any such necessary work is required because of damage caused by any act or omission of Tenant, its employees, agents, invitees, licensees or contractors in which case Tenant

shall be liable for the cost thereof as additional rent. Notwithstanding the provisions of this paragraph of the Lease to the contrary, Landlord shall not be responsible or liable at any time for any loss or damage to Tenant's merchandise, equipment, fixtures or other personal property of Tenant or Tenant's business.

(b) Except for repairs required by subsection (a) of this Section to be performed by Landlord, Tenant shall, at its own cost and expense, keep in good order, repair and condition the Leased Premises and the fixtures and equipment in, on, above or under and appurtenances thereto, including, but not limited to, the exterior and interior windows, doors and entrances, store fronts, showcases, floor covering, interior walls, columns and partitions and lighting, plumbing and sewage facilities and lighting fixtures, electrical wiring, conduits, water pipes and water closets, and heating, ventilating and air conditioning equipment, and shall replace any glass which may be broken or damaged. Tenant, at its expense, shall obtain a biannual service contract for repairs and maintenance of the heating and air conditioning systems that conforms to the warranty requirements of said systems or self-perform preventative maintenance of HVAC systems consistent with said warrant requirements. So long as Tenant stays current with all biannual maintenance, Landlord will be responsible for any repairs or replacement of all HVAC units in excess of \$1,000.00 per occurrence. If Landlord replaces a unit, that unit will no longer be included in the aggregate cap.

(c) If Tenant refuses or neglects to make repairs required hereunder to be made by Tenant, or if repairs are required by reason of the act or omission of Tenant, Tenant's employees, agents, invitees, licensees or contractors, Landlord shall have the right, but shall not be obligated, to make such repairs on behalf of and for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent promptly upon receipt of a bill therefore.

Section 20. MECHANICS', MATERIALMEN'S AND OTHER LIENS:

Should any mechanics', materialmen's or other liens be filed against the Leased Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Landlord.

Section 21. UTILITY SERVICES AND CHARGES:

Landlord and Tenant shall share the cost of utilities with Tenant paying 80% of office and warehouse monthly bills. Other buildings are separately metered and are the sole responsibility of Tenant.

Section 22. USE OF COMMON AREAS AND FACILITIES:

Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Acton Center as Landlord shall deem appropriate. All common areas and other facilities in or about the Acton Center provided by Landlord shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to construct, maintain and operate lighting and other facilities on all said areas and improvements; to police the same; to change the area, level, location and arrangement of parking areas and other facilities; to restrict parking by tenants, their officers, agents and employees; to close all or any portion of said areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any person or the public therein; and to close temporarily all or any portion of the parking areas or facilities to discourage non-customer parking. Landlord shall operate and maintain the common areas and facilities in such manner as Landlord in its discretion shall determine, and Landlord shall have full right and authority to employ and discharge all personnel with respect thereto. Tenant agrees to abide by such regulations as Landlord may from time to time impose with respect to the use of the common areas and facilities. "Common areas and facilities," whether such terms are used individually or collectively,

shall mean all areas, space, equipment, signs and special facilities provided by Landlord for the common or joint use and benefit of the tenants in the Acton Center, and their employees, agents, servants, customers and other invitees, including, but not limited to parking areas, access roads, driveways, retaining walls, landscaped areas, truck service way, sidewalks, security, fire protection, and parcel pick-up stations. Landlord's intention is to maintain the common areas in a quality manner.

Section 23. COSTS OF MAINTENANCE:

(a) Tenant shall pay to Landlord for each lease year (or a proportionate amount for any portion of a lease year) a prorata portion, as hereinafter defined, of the Operating Costs for such period of the Acton Center and facilities. Tenant's prorata portion shall be computed by multiplying such Operating Costs by a fraction, the numerator of which shall be the number of square feet of the Leased Premises and the denominator of which shall be the total number of square feet of leasable floor area in the Acton Center.

(b) The charge required hereunder shall be paid by Tenant in monthly installments in such amounts as are estimated and billed by Landlord at the beginning of each twelve-month period commencing and ending on dates designated by Landlord, each such installment being due on the first day of each month; provided, however, that in the event Landlord's costs are increased, Landlord shall have the right to increase said monthly installments during any lease year. After the end of each twelve-month period, Landlord shall furnish Tenant a statement in reasonable detail of the actual Operating Costs and there shall then be an adjustment between Landlord and Tenant, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's said share of Operating Costs, and no more.

(c) For the purposes of this Section, "Operating Costs" of the Acton Center and facilities shall mean the total costs and expenses incurred by Landlord, and at Landlord's discretion, in operating, maintaining and repairing the Acton Center and facilities including, but not limited to costs and expenses of security and fire protection, costs and expenses of planting, replanting and replacing flowers and landscaping; water and sewer service charges; trash removal; insurance premiums including, but not limited to, premiums for public liability, property damage, fire, extended coverage, malicious mischief, vandalism, insurance, unemployment taxes, and social security taxes; fees for audits; permits and licenses; costs and expenses for suppliers; all charges for utility services, costs and expenses of maintaining lighting fixtures, including the cost of light bulbs and electric current; depreciation of machinery and equipment and rents paid for the leasing of equipment; repair and/or replacement of water lines, sanitary sewer lines and storm water lines serving the property; and administration costs equal to fifteen percent (15%) of the total cost of operating, maintaining and repairing the common areas and facilities. – PLEASE PROVIDE THE LAST TWELVE MONTHS OF SUCH "OPERATING COSTS" FOR FINANCIAL PLANNING PURPOSES.

Section 24. INDEMNITY LIABILITY INSURANCE PAYMENT OF COSTS AND EXPENSES:

(a) Tenant shall, during the entire term of the Lease at Tenant's own expense, keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$1,000,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$3,000,000.00 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 \$3,000,000.00, insuring Tenant, Landlord and Landlord's employees (as additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Tenant's occupancy thereof and resulting in personal injury or death or property damage. Tenant

shall on request furnish to Landlord certificates of all insurance required under this paragraph.

(b) Landlord shall not be responsible or liable for any loss or damage to Tenant's business or property that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining premises. Landlord shall not be responsible or liable for any defect, latent or otherwise, in any building in the Acton Center or in any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant by or from leakage, steam or snow or ice, running, backing up, seepage or the overflow of water or sewage or for any injury or damage caused by or resulting from acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operating or use of any premises, building, machinery, apparatus or equipment in or about the Acton Center by any person or by the acts of negligence of any occupant of any premises constituting a part of the Acton Center.

(c) Tenant covenants to provide on or before the commencement date of the term hereof and keep in force (at Tenant's expense) during the term of the Lease, a comprehensive public liability policy of insurance insuring Landlord and Tenant against any liability occasioned by accident on or about the Leased Premises. Such policy shall be written by an insurance company acceptable to Landlord, with limits in the amount of One Million Dollars (\$1,000,000) for personal injury or death in respect of any one occurrence and One Million Dollars (\$1,000,000) for property damage. The original policy or a certificate thereof together with evidence of payment thereof shall be delivered to Landlord. Tenant shall renew said policy not less than thirty (30) days prior to the expiration date thereof from time to time and furnish said renewals and evidence of payment therefore to Landlord. Said policy shall contain a thirty (30) day notice of cancellation to Landlord.

(d) Tenant certifies that its employees are covered by the Alabama Workmen's Compensation Law and regulations, which law and regulations shall be followed by Tenant in all appropriate cases. Tenant further certifies that it shall respond in accordance with applicable law to any claims, suits or actions for damages in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Leased Premises.

Section 25. LANDLORD'S INSURANCE: Landlord shall procure and maintain insurance covering fire and such other risks as are from time to time included in standard extended coverage endorsements, insuring not less than ninety percent (90%) of the full insurable value (excluding foundation and excavation costs and costs of underground flues, pipes and drains) of the improvements and betterments installed by Landlord in the Acton Center or such greater coverage as may be required by Landlord's mortgagee. Tenant shall reimburse Landlord on a prorata basis for the costs of such insurance computed as follows: on the first day of each month during the lease term, Tenant shall pay to Landlord as additional rent in advance, the amount obtained by (i) computing one-twelfth of all insurance premiums as above provided payable during each lease year in which the month in question falls, and (ii) multiplying the sum resulting from the computation in step (i) by a fraction, the numerator of which fraction shall be the floor area of the Leased Premises and the denominator of which fraction shall be the floor area of all leasable space in the Acton Center. If, on the first day of the month in question the amount of insurance premiums payable during the then current lease year shall not have been determined by Landlord, then the amount payable by Tenant shall be based on the amount of the premiums for the immediately preceding lease year, subject to immediate adjustment when the amount of such premiums for the then current year shall be determined, and Tenant shall pay such adjustment when billed by

Landlord. Further, Tenant shall not stock, use or sell any article or do anything in or about the Leased Premises which may be prohibited by Landlord's insurance policies, or which may increase any insurance rates and premiums on the Acton Center, or the Leased Premises or the building of which they are a part. Tenant shall pay as additional rent within ten (10) days after written demand accompanied by the insurance premium notice or other satisfactory evidence of the amount due, any increase in Landlord's insurance resulting from the nature of Tenant's occupancy of the Leased Premises, and such increase as a result of Tenant's use shall not be charged other tenants of the Acton Center and vice versa. -PLEASE PROVIDE THE PAST EXPENSE HISTORY FOR LANDLORD INSURANCE PREMIUMS

Section 26. REAL ESTATE TAXES: Tenant agrees to pay in advance to Landlord in equal monthly installments or an annual payment as additional rent Tenant's prorata share of all real estate taxes and assessments levied or assessed directly or indirectly against the land, buildings, or other improvements in the Acton Center, as the same may be enlarged or reduced from time to time. Tenant's prorata share shall be the total of such taxes and assessments multiplied by a fraction, the numerator of which fraction shall be the floor area of the Leased Premises and the denominator of which shall be the floor area of all the leasable space in the Acton Center. In addition, Tenant shall promptly pay when due, or make reimbursement to Landlord for, all taxes imposed upon Tenant's rent, lease and business operation, including, without limitation all, value added taxes, documentary taxes and other taxes assessed upon the consideration to be received by Landlord for the Lease.,

Section 27. FIRE OR OTHER CASUALTY: If the Leased Premises shall be damaged by fire or other casualty covered by Landlord's fire and extended coverage insurance, but the Leased Premises are not thereby rendered wholly untenable, the Lease shall not terminate, but Landlord shall, with reasonable diligence, at Landlord's expense, not exceeding the amount of insurance proceeds actually received and retained by Landlord, cause such damage to be repaired and the fixed minimum rent payable hereunder shall be abated proportionately as to the portion of the Leased Premises rendered untenable bears to the total area of the Leased Premises, from the date of such casualty until the Leased Premises are rendered wholly tenantable provided, however, if the Leased Premises; (a) by reason of such occurrence are rendered wholly untenable; or (b) are damaged as a result of a risk not covered by Landlord's insurance; or (c) if the building of which the Leased Premises are a part (whether or not the Leased Premises are damaged) is damaged to the extent of fifty percent (50%) or more of the floor area of the building; or (d) if the Acton Center (whether or not the Leased Premises are damaged) is damaged to the extent of fifty percent (50%) or more of the Acton Center then in any event Landlord may either elect to repair the damage or may terminate the Lease by giving Tenant notice of termination within ninety (90) days after the occurrence of such event, the termination to be effective as of the date of the occurrence of such event. Rents payable hereunder shall be paid to the date of such termination and Landlord shall make an equitable refund of rents paid in advance. Unless the Lease is terminated by Landlord, when Landlord's repairs are substantially completed and upon notification of such substantial completion by Landlord to Tenant, Tenant shall promptly repair and re-fixture the interior of the Leased Premises into a condition at least equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair or replacement. If Tenant has closed, Tenant shall promptly reopen for business when the Leased Premises shall have been repaired. Nothing hereinabove shall impose upon Landlord any liability to repair, rebuild or replace any property belonging to Tenant.

(a) Tenant agrees to purchase at Tenant's expense and carry at all times fire and extended coverage insurance, by a company licensed to do business in Alabama, in an amount adequate to restore and repair Tenant's property in, at or on the Leased Premises to its previous condition or better. Tenant will furnish Landlord certificates of such insurance.

Section 28. CONDEMNATION.

(a) Total. If the whole of the Leased Premises shall be taken by condemnation or other proceedings for any public or quasi-public use or purpose, then the Lease and the term hereof shall terminate as of the date Tenant is required to yield possession of the Leased Premises pursuant to such taking.

(b) Partial. If any part of the Leased Premises shall be taken as set forth in Section 28(a) and such partial taking shall render that portion not so taken unsuitable for the business of Tenant, then the Lease shall terminate as set forth in Section 28(a). If such partial taking is not sufficiently extensive to render the Leased Premises unsuitable for the business of Tenant, then the Lease shall continue in effect except that the fixed minimum rent shall be reduced in the same proportion that the floor area of the Leased Premises taken bears to the original floor area and Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations so as to constitute the Leased Premises a complete architectural unit, but in no event shall Landlord be required to spend for such work an amount in excess of the net amount received free and clear by Landlord as damages for the part of the Leased Premises so taken; provided however, if more than twenty percent (20%) of the floor area of the building of which the Leased Premises are a part shall be taken as aforesaid (whichever or not any portion of the Leased Premises is taken) Landlord may terminate the Lease by giving Tenant notice of termination within ninety (90) days after such taking, the termination to be effective as of the date Tenant is required to yield possession pursuant to such taking. If the Lease is terminated as provided in this Section, rents shall be paid to the day that possession is so taken by public authority and Landlord shall make an equitable refund of any rents paid by Tenant in advance.

(c) Award. Tenant shall not be entitled to and expressly waives all claim to any condemnation or other award for any such taking, whether whole or partial, and whether for diminution in value of the leasehold or to the fee, or otherwise, except that Tenant shall have the right, to the extent permitted by law and provided that the same shall not reduce Landlord's award, to claim from the condemner, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damage to Tenant's business and trade fixtures.

Section 29. DEFAULT BY TENANT.

(a) The happening of any one or more of the following events shall constitute a default under the Lease:

(i) Failure by Tenant to pay any rent or other payment or charge provided in the Lease to be paid by Tenant, as and when such payment becomes payable hereunder, and continuance of such failure for a period of ten (10) days after written notice to Tenant that such payment has not been received unless such failure has occurred twice in the immediately preceding twelve months, in which instance no notice shall be required.

(ii) Failure by Tenant to perform or observe any other agreement, covenant or condition required by the Lease to be performed or observed by Tenant, for a period of fifteen (15) days after written notice to Tenant of such default, or if more than fifteen (15) days shall be required because of the nature of such default, failure by Tenant to commence within said fifteen day period and thereafter to proceed diligently to cure such default; and

(iii) The filing of a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Act) by or against Tenant, where such petition is not dismissed within sixty (60) days from the filing thereof, or the adjudication of Tenant to be bankrupt.

(iv) The making of an assignment by Tenant for the benefit of any or all of its creditors;

(v) Appointment by a court of competent jurisdiction of a receiver for all or any part of the properties of Tenant where such receivership is not dismissed within sixty (60) days from such appointment;

(vi) Vacation by Tenant of all or any portion of the Leased Premises, or abandonment of the properties of Tenant;

(vii) The removal, or attempted removal from the Leased Premises, except in the usual course of business, of the goods, furniture, fixtures or other property of Tenant brought thereon;

(viii) The taking of Tenant's interest in the Lease by execution or other process of law in an action against Tenant.

(b) Whenever any such event of default shall have occurred or continues beyond the applicable period of time after any required notice has been received as provided in Section 29 (a) (i) or (a) (ii), as the case may be, Landlord shall have the right at Landlord's option, to immediately, or at any time thereafter, terminate the Lease by giving Tenant ten (10) days' notice of such termination and the Lease shall terminate on the date specified in such notice of cancellation, but Tenant shall remain liable hereunder as hereinafter provided. If the notice provided shall have been given and the Lease shall terminate as aforesaid or should Landlord elect not to terminate the Lease, in either event Landlord shall have the immediate right to re-enter the Leased Premises, with or without process of law, using such force as may be necessary, and remove all persons and property from the Leased Premises, and Landlord shall not be deemed guilty of trespassing or become liable for any loss or damage which may be occasioned thereby. Landlord shall have a lien for the payment of all costs and expenses, including attorney's fees and court costs, incurred by Landlord in taking the actions described in this Section;

(c) Should Landlord elect to re-enter, Landlord may make such alterations and repairs as may be necessary in order to relet the Leased Premises and may relet the Leased Premises or any part thereof for such time or terms (which may be for a term extending beyond the term of the Lease) and at such rent and upon such other terms and conditions as Landlord may deem advisable, applying the net rents received by Landlord from such reletting, first to the payment of Landlord's costs and expenses in dispossessing Tenant and in reletting the Leased Premises, including, but not limited to, attorney's fees, court costs, brokerage fees and the costs and expenses of such alterations and repairs, second, to the payment of rent and any other indebtedness of Tenant due and unpaid to Landlord hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from such reletting during any month be less than that due to be paid hereunder during that month by Tenant, Tenant shall pay any deficiencies to Landlord. Such deficiency shall be calculated and paid monthly.

(d) In the event Landlord elects to terminate the Lease as provided herein, Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's default, including but not limited to, costs of repossessing

the Leased Premises, attorney's fees and court costs, and including the worth at the time of such termination of the excess, if any, of the amount of rent and other charges provided herein to be paid by Tenant to Landlord for the remainder of the stated term of the Lease over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable by Tenant to Landlord.

(e) In determining the monthly rent which would be payable by Tenant in the event of re-entry by Landlord as provided by this Section, the annual rent for each year of the unexpired term shall be deemed to be (but only for the purpose of this Section) the average annual rental (computed upon the aggregate of the fixed minimum rent and other charges) for the period beginning with the commencement of the term of the Lease and ending with the date of reentry or for the three (3) full lease years next preceding the date of re-entry, whichever of the two periods is shorter.

(f) In addition to the rights and remedies of Landlord specified in this Section, Landlord shall, in the event of Tenant's default under the Lease, have such other rights and remedies as may be afforded by law or equity. The rights and remedies given Landlord under this Section are distinct, separate and cumulative and the exercise of any of them shall not be deemed to exclude Landlord's right to exercise any or all of the others.

(g) No re-entry by Landlord under the provisions of this Section shall bar the recovery of rent or damages for the breach of any of the covenants, agreements or conditions on the part of Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder shall not be deemed a waiver or forfeiture of Landlord of any of the rights or remedies provided for herein.

(h) Landlord is not required to give notice of default and/or termination or re-enter the Leased Premises prior to the institution of any lawsuit against Tenant for breach of the terms or conditions of the Lease.

Section 30. SECURITY INTEREST IN PERSONAL PROPERTY OF TENANT. In addition to all Landlord's liens provided by the law of the State of Alabama, Tenant grants Landlord a security interest in, and a lien upon Tenant's interest in the Leased Premises and in the trade fixtures and equipment installed therein, furniture and inventory as security for the payment of rent, and performance of other obligations undertaken by Tenant in the Lease. Such lien shall be prior and superior to any and all other liens thereupon whatsoever, except that such lien shall be subordinate to Tenant's bank financing for its equipment and furnishings. Tenant agrees to execute any and all documents necessary for perfecting such security interest, at the sole discretion of Landlord.

Section 31. ACCESS TO PREMISES. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon and under the Leased Premises as may be necessary for the servicing of the Leased Premises or other portions of the Acton Center. Landlord shall also have the right to enter the Leased Premises at all times to inspect or to exhibit the same to prospective purchasers, mortgagees, and tenants and to make such repairs, additions, alterations and improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the Leased Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part, and the rents reserved shall in no wise abate while said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. The provisions of this Section shall not be for the maintenance or repair of the Leased Premises or the building of which it is a part, except as otherwise herein specifically provided. During the three (3) months prior to the expiration of the Lease, Landlord may place upon the Leased Premises "For Rent" signs, which Tenant shall permit to remain therein, unless Tenant exercises an option

to renew.

Section 32. QUIET ENJOYMENT AND MORTGAGES. Landlord covenants that subject to Tenant's complying with all the terms and conditions of the Lease, Tenant shall have the peaceable and quiet possession of the Leased Premises during the term of the Lease. Landlord and Tenant agree that the Lease is and shall be subject and subordinate at all times to all ground leases, all mortgages, which may now or hereafter affect or relate to the real property of which the Leased Premises form the part, and all renewals, modifications, consolidations, participations, replacements and extensions thereof. The term "mortgages" as used herein shall be deemed to include, but in no way be limited to, trust indentures, deeds of trust and security deeds. Tenant agrees to attorn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in the Lease upon request of such ground lessor or mortgagee, provided that Tenant's rights under the Lease shall continue in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under the Lease.

(a) If any mortgagee requires that the Lease be prior rather than subordinate to any such mortgage or ground lease, Tenant shall promptly upon request therefore execute a document effecting and/or acknowledging such priority which document shall contain at the option of such mortgagee an attornment agreement to the mortgagee as Landlord in the event of foreclosure or to any party acquiring title through such mortgage in such event, provided that Tenant's rights under the Lease shall continue in full force and effect and Tenant's possession be undisturbed so long as Tenant shall not be in default under the Lease.

Section 33. FURTHER COVENANTS AND AGREEMENTS OF TENANT. Tenant further covenants and agrees to (a) receive and deliver goods and merchandise only by way of the rear of the Leased Premises or any other location designated by Landlord, and only at such times as may be designated for such purpose by Landlord; (b) store all trash and refuse in adequate containers within the Leased Premises, in a neat and clean condition so as not to be visible to the public and so as not to create any health or fire hazard and to attend to the daily disposal thereof at Tenant's expense and in a manner as may be directed by Landlord; (c) use and cause to be used plumbing facilities only for the purpose for which they are constructed and no foreign substance of any kind shall be thrown therein; (d) keep the outside areas immediately adjoining the Leased Premises clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or merchandise in such areas; (e) not use the public or common areas in the Acton Center for business purposes and not distribute handbills or event advertising matter therein; (f) park Tenant's vehicles and cause Tenant's employees to park their vehicles only in those portions of the parking area, if any, designated for that purpose by Landlord; (g) not use or permit the use of any objectionable advertising medium such as, but not limited to, loud speakers, phonographs, public address systems, sound amplifiers, radio or broadcasts within the Acton Center which is in any way audible or visible outside the Leased Premises; (h) not burn trash or garbage in or about the Leased Premises, the Acton Center or within one mile of the outside radius of the Acton Center; (i) not place, suffer or permit displays, decorations or shopping carts on the sidewalk in front of the Leased Premises or on or upon any of the common areas in the Acton Center (j) not conduct or permit any going-out-of-business, fire, or auction sales on or about the Leased Premises; and (k) conform and cause Tenant's employees to conform to all rules and regulations which Landlord may adopt for the use and care of the Leased Premises, the building of which the Leased Premises are a part and the common areas and facilities of the Acton Center.

Section 34. UNAVOIDABLE DELAYS. In the event that either party hereto is rendered unable to carry out any obligations under the Lease, either wholly or in part, because of unavoidable delays, then such obligations shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as

possible, be remedied with all reasonable dispatch. The term "unavoidable delay" as employed herein shall mean acts of God, strikes, lockouts, wars, insurrections, riots, epidemics, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraint of rules and people, civil disturbances, explosions, breakage or accidents to machinery, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to overcome; provided, however, notwithstanding any contrary provisions contained in this Section, no obligation of either party hereto shall be suspended where such obligation is for, or relates to the payment of money.

Section 35. SURRENDER AT END OF TERM. Upon the expiration of the term hereof, or sooner termination of the Lease, Tenant agrees to surrender and yield possession of the Leased Premises to Landlord, peacefully and without notice and in good order and condition. Tenant at its own cost and expense shall remove all property of Tenant and all alterations, additions and improvements which Lessor has required in writing to be removed upon the expiration or termination of the Lease and shall repair all damages to the Leased Premises caused by such removal and restore the Premises to the condition in which they existed immediately prior to the installment of the article so removed, normal wear and tear and acts of God accepted. Any property not so removed at the expiration of the term hereof shall be deemed abandoned by Tenant and may be retained by Landlord, as Landlord shall desire, but such of abandonment shall not relieve Tenant of its obligation to remove, repair and restore at its own expense, if required by Landlord. Tenant's obligation to observe or perform this covenant shall survive the expiration or termination of the Lease.

Section 36. ESTOPPEL CERTIFICATES. At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge and deliver to Landlord or mortgagee within ten (10) days of said notice a statement in writing certifying among other things, that the Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the date to which the fixed minimum rent and other charges have been paid.

Section 37. WAIVER OF SUBROGATION. If the same can be done (and if payment of additional premium is required the party benefiting shall pay such additional premium), each party to the Lease shall require each of the insurers under policies of insurance which such party procures or maintains in relation to the Leased Premises the contents thereof to waive in writing any and all rights of subrogation which such insurer might otherwise have against the other party to the Lease or its agents or employees notwithstanding liability, expense, claim or damage to the other's property or interest in respect to which and to the extent that said property or interest is covered by insurance, whether such loss or damage be occasioned by the negligence of such party, its servants, employees or otherwise. The parties hereto do hereby waive any and all right of recovery against each other for losses covered by such policies, provided the insurance companies issuing same shall waive subrogation rights.

(a) Notwithstanding any contrary provisions contained in this Section, this Section shall not apply to relieve Tenant of its obligation to repair, at Tenant's cost and expense, as required by any other sections of the Lease.

Section 38. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULTS. Landlord may, but shall not be obligated to, cure at any time, without notice, any default by Tenant under the Lease and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing such default, together with interest from the time of billing at 5% per month or the highest rate permitted by law, whichever is lower, shall be paid by Tenant to Landlord on demand. In

the event Landlord cures any such default by Tenant pursuant to this paragraph, Tenant shall be given notice and right to cure, as provided in Section 29 hereof, before Tenant shall be declared in default under the Lease.

Section 39. NO WAIVER. Failure of Landlord to insist upon the strict performance of any provision of the Lease or any rules and regulations or to exercise any option shall not be construed as a waiver in the future of any such provision, rule or option. The receipt by Landlord of rent with knowledge of the breach of any provision of the Lease shall not be deemed a waiver of such breach. No provision of the Lease shall be deemed to have been waived by Landlord or Tenant unless such waiver be in writing and signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy provided in the Lease. No waiver by Landlord in respect to one Tenant shall constitute a waiver in favor of any other Tenant in the Acton Center.

Section 40. NOTICES. Any notice and demand which may be or is required to be given under the Lease shall be in writing and sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed (a) if to Landlord P.O. Box 43312, Vestavia Hill, AL 35243, and (b) if to Tenant, at the address shown above. Landlord and Tenant shall each have the right from time to time by giving written notice to the other, to change their respective above designated address and names of the parties to who notices, and demands are to be sent.

Section 41. LEASE BINDING, ETC. Except as otherwise expressly provided herein, the Lease and all provisions, conditions and agreements herein contained shall be binding upon and shall inure to the benefit of Landlord, Tenant, and their respective heirs, legal representatives, successors and assigns. Substantive and procedural law of the State of Alabama shall govern the Lease.

Section 42. MODIFICATION OF AGREEMENTS. There shall be no modification of this written Lease Agreement except in writing and signed by the party to be charged.

Section 43. PROFESSIONAL FEES AND OTHER COSTS. Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney or other professional fee in the event Landlord employs an attorney or other professional for any of the following purposes to collect any rents due hereunder by Tenant to protect the interest of Landlord in the event that Tenant is adjudicated or adjudged bankrupt; legal process is levied upon the goods, furniture, effects or personal property of Tenant upon said Leased Premises or upon the interest of Tenant in the Lease or in said Leased Premises to prevent Tenant from violating or to rectify the violation of any of the terms, conditions, or covenants on the part of Tenant herein contained. Tenant further agrees to pay all other reasonable costs incurred by Landlord in securing the performance by Tenant of all said terms, conditions or covenants of the Lease. Said reasonable attorney's fees and other costs shall be not less than actual cost to Landlord for said services. Reasonable fees shall be deemed to be not less than the normal hourly rate or rates charged by Landlord's said professionals for other or similar work done by said professionals. The billing and collection of said professional fees and other costs shall not require Landlord filing suit against Tenant for the performance of the terms, conditions and obligations of said Lease. In the event of litigation under the Lease, the non-prevailing party will pay the reasonable attorney's fees and court cost of the prevailing party.

Section 44. CAPTIONS AND HEADINGS. The captions and headings of the and Sections of the Lease are for convenience only and shall not be considered or referred to in resolving questions of interpretation or

construction.

Section 45. TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements under the Lease.

Section 46. CONSTRUCTION OF TERMS.

(a) Printed parts of the Lease shall be as binding upon the parties hereto as other parts hereof. Parts of the Lease which are written or typewritten shall have no greater force or effect than, and shall not control, parts which are printed, but all parts shall be given equal effect. Tenant declares that Tenant has read and understands all parts of the Lease, including all printed parts hereof. If any provision contained in a rider, if any, is inconsistent with a printed provision, the rider provision shall control.

(b) Any provision or provisions of the Lease which may prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

Section 47. WAIVER REGARDING BILLINGS. Tenant's failure to object to any statement, invoice or billing rendered by Landlord within a period of thirty (30) days after receipt thereof shall constitute Tenant's acquiescence with respect thereto and shall render such statement invoice or billing due and payable by Tenant.

Section 48. NO PERSONAL LIABILITY OF LANDLORD. The term "Landlord" as used in the Lease means only the owner or mortgagee in possession for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in said building and/or the land thereunder (or the managing agent of any such owner or mortgagee) so that in the event of sale of said building or leasehold interests or an assignment of the Lease, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing.

(a) It is specifically understood and agreed that there shall be no personal liability of Landlord (nor Landlord's agent, if any) in respect to any of the covenants, conditions or provisions of the Lease. In the event of a breach or default by Landlord of any of its obligations under the Lease, Tenant shall look solely to the equity of Landlord in the Acton Center for the satisfaction of Tenant's remedies.

Section 49. HOLDING OVER.

(a) If Tenant holds over without Landlord's written consent after expiration or other termination of the Lease, or if Tenant continues to occupy the Leased Premises after termination of Tenant's right of possession pursuant to other provisions in the Lease, Tenant shall through the entire holdover period, pay rent equal to twice the rent which would have been applicable had the term of the Lease been continued through the period of such holding over by Tenant.

(b) No possession by Tenant after the expiration of the term of the Lease shall be construed to extend the term of the Lease unless Landlord has consented to such possession in writing.

Section 50. REPRESENTATIONS OF TENANT AND LANDLORD AS TO THE ENTIRETY OF THE AGREEMENT. ETC.: Tenant hereby represents to Landlord and Landlord hereby represents to Tenant that the Lease sets forth the entire agreement between the parties. Any prior conversation, understandings and/or oral agreements not herein reduced to writing, prior writings or any other item not contained herein are hereby merged herein and extinguished. Tenant represents to Landlord that it is entering into the Lease based solely on the writing contained herein and Tenant has not relied and is not relying on any representation, whether written or oral, not contained in writing in the Lease. Tenant further represents that Tenant will not assert in any way any claim that Landlord, its agents, or employees in any way represented, misrepresented, promised, agreed to, or had any understanding regarding the Lease of the Leased Premises not contained herein. Tenant represents that it has completely read and fully understands all the provisions of the Lease and Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

Section 51. STATEMENT AS TO NON-DISCRIMINATION.

Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex or national origin in furnishing, or by refusing to furnish to such person or persons the use of any and all services, privileges, accommodations, and activities provided on the Premises. It is agreed that Tenant's noncompliance with the provisions of this clause shall constitute a material breach of the Lease, in the event of which, Landlord may terminate this Lease.

Section 52. IMMIGRATION. By signing this Lease, the contracting parties affirm, for the duration of the Lease, that they will not violate federal immigration laws or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Lease and shall be responsible for the damages resulting therefrom.

Section 53. OPTION TO RENEW. Provided Tenant is not in default and is in full operation during the entire final year of the initial term of the Lease, Tenant, at its option, shall be entitled to renew the Lease for One (1) additional term of Five (5) Years each by giving a written notice of its intention to do so to Landlord not less than **six (6) months** before the end of the term of the Lease. The fixed monthly minimum rent during the renewal term shall be \$12,816.00.

Section 54. BROKERS.

(a) It is understood and agreed that Hydinger Stewart and Chew Commercial Properties, LLC as agent has represented Landlord in negotiating and securing the Lease with Tenant. Landlord and its successors in title to said real estate shall pay to agent a real estate commission as outlined in a separate agreement.

(b) Tenant represents and warrants that there are no claims for brokerage commissions or finder's fees other than as set forth in this Section, in connection with the Lease, and agrees to indemnify Landlord against and hold it harmless from all liability arising from any such claim, and attorney's fees, except with regard to Landlord's agent.

IN WITNESS WHEREOF, the parties have respectively executed the Lease the day and year first above-written.

LANDLORD: Longford LLC

BY: _____

ITS: _____

Date: _____

TENANT: City of Vestavia Hills

BY: _____

ITS: _____

Date: _____

BY: _____

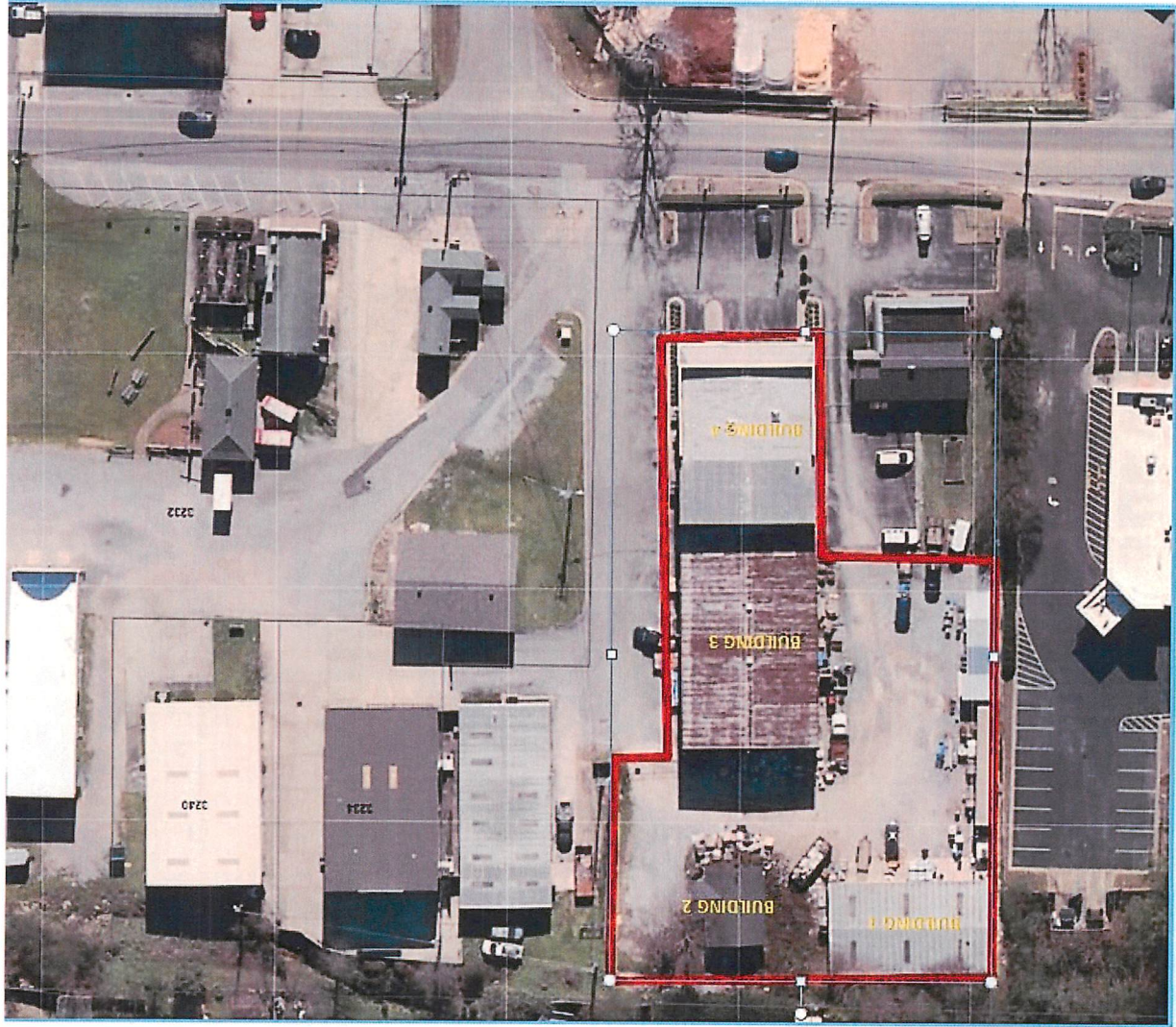
ITS: _____

Date: _____

Exhibit "A"
(Acton Center)

Acton Center TOTAL SF 24,454





TOTAL 15,280 SF

Building 4	2,880 SF (2 nd Floor)
Building 3	9,000 SF
Building 2	900 SF
Building 1	2,500 SF

Exhibit "A-1"
(Leased Premises)

Exhibit "B"
(Landlord's Improvements)

- Sewer connections for all buildings with existing plumbing
- Landlord shall repaint the 2,500 sf offices located on the second floor of the office building with the existing wall color.

Exhibit "C" SIGN CRITERIA

A. This sign criteria is designed to ensure continuity of signage within the Acton Center. The requirements contained herein are intended to provide adequate exposure for **Tenant's** merchandising and identification while maintaining the overall appearance critical to the success of the Acton Center.

B. **Tenant** is required to purchase its own signs and pay all costs for installation and any electrical service connections (to **Tenant's** individually metered service) as required.

C. **Landlord** reserves the right to review and approve or disapprove all proposed signs and/or graphic treatments governed by these criteria per **Landlord's** interpretation of these criteria, and to require revisions of any sign design which **Landlord** judges not in compliance.

D. The criteria described below shall be followed and maintained during the life of the Lease.

1. All signs must be fabricated as described below by a licensed sign contractor.
2. Each **tenant** shall supply three (3) copies of scaled drawings to **Landlord** or its designated consultant or agent for review.
3. One sign for each **tenant** is permitted on the brick fascia.
4. The one (1) permitted sign is limited to the trading name of **Tenant** or may be a descriptive phrase or word, such as, "Law Office" or "Dry Cleaners". No advertising copy or slogans are permitted, i.e., "Shoes for the Whole Family".
5. Signs shall consist of individual channel letters, numbers, or symbols with 5" returns fabricated using .040 gauge aluminum with 1/8" Rohm and Haas or equal plexiglass faces trimmed with 1" black jewelite trim.
6. Exterior returns of letters, numbers, or symbols shall be finished in black.
7. All letters, numbers, or symbols shall be illuminated using 13mm white neon installed on 1-1/2" tube supports, fabricated using Brilite glass. There will be no exceptions because of the variations in colors and intensity.
8. All individual letters, numbers, or symbols shall be mounted on 6" deep x 8" high aluminum raceway (or larger if required) centered behind copy. All wiring and transformers must be concealed in raceway. Raceways shall be finished with a color that matches to blend with brick is required.
9. Maximum height of single line of copy (letters, numbers, or symbols): 36".
10. Maximum length of sign: 75% of length of leased storefront or thirty feet, whichever is less.
11. Maximum area of sign: 1-1/2 square feet per linear foot of leased storefront, or ninety (90) square feet whichever is less. Area is figured as if a box enclosed all letters, numbers, symbols, and logos of sign design, including all spaces separating letters, numbers, symbols, and logos.
12. **Tenant** may choose any copy style, subject to approval by **Landlord**.
13. Sign fabrication shall comply with any applicable building codes and the National Electric Code, and all internal and external wiring, lighting, and other electrical devices shall bear the UL label. It is **Tenant's** responsibility to verify that his sign and its installation are in accordance with these requirements.
14. Electrical service connections and controls shall be the responsibility of **Tenant**. Electrical service for all **Tenant** signs shall connect to **Tenant's** individually metered electrical service.
15. All signs shall be mounted on the front fascia and centered top to bottom (below the brick band and above the precast concrete) and centered left to right. All fasteners shall be on non-corrosive material and concealed.
16. **Tenant** shall be permitted lettering on glass of front main entrance doors and on rear service doors as follows:
 - 1-1/2" vinyl computer generated die cut letters noting name of business and suite number and/or address.

17. **Tenant** shall be responsible for the removal of its signs upon termination of the Lease. Fascia and other building elements shall be returned to the original condition and all penetrations appurtenant to **Tenant's** sign installation shall be repaired by **Tenant** to the satisfaction of **Landlord**.
18. **Tenant** shall not erect, install, paint, or fix any signs, posters, cards, or other advertising medium to, upon, or above the exterior of the premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. **Tenant** shall be held liable and shall bear all costs for the removal and/or correction of sign installation and damage to building by signs that do not conform to the above sign criteria or those signs required to be removed by termination of lease. **Landlord** reserves the right to have all non-conforming signs removed regardless of state of erection.