

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Contract**”) is entered into as of the date it is last signed by both parties (“**Effective Date**”) by and between CenturyTel of Alabama, LLC d/b/a CenturyLink, a Louisiana limited liability company (“**Seller**”), and City of Pell City, an Alabama municipal corporation (“**Buyer**”). Seller and Buyer may sometimes be referred to in this Contract individually as a “party” and collectively as the “parties.”

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Seller and Buyer agree as follows:

1. **Property.** Seller is the owner of: (a) two parcels of real property consisting of approximately 5.02 total acres of land, having a street address of 1000 Bruce Etheridge Parkway, Pell City, St. Clair County, Alabama, and being legally described on Exhibit A attached to this Contract (“**Land**”); (b) the approximately 53,122 square foot building (“**Building**”) located on the Land; (c) subject to Sections 1.2, 38.1, 38.3, 38.5, 39 and 40, all other improvements, if any, located on the Land (collectively, “**Improvements**”); and (d) subject to Section 1.2, 38.1, 38.3, 38.5, 39 and 40, all other Seller-owned rights, privileges and appurtenances related to the Land and Improvements or any portion of the same ((a), (b), (c) and (d) collectively, “**Property**”).

1.2 **Excluded Property.** Buyer acknowledges that certain Seller-owned or controlled trade fixtures, equipment, facilities and personal property and the like (collectively, “Excluded Property”) are currently located on the Property. The Excluded Property is not being sold by Seller to Buyer as part of the sale and purchase transaction contemplated in this Contract. A list of the Excluded Property is attached to this Contract as Exhibit B. Prior to the termination of the “Office Lease Agreement” (as defined in Section 40), Seller will remove all Excluded Property from the Property.

2. **Sale and Purchase of Property.** In consideration of the “Purchase Price” (as defined in Section 3.1), and subject to the terms and conditions set forth in this Contract, Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller.

3. **Purchase Price and Earnest Money.**

3.1 The total purchase price for the Property, which Buyer agrees to pay and Seller agrees to accept, is \$1,290,000.00 (“**Purchase Price**”).

3.2 On the Effective Date, Buyer will deposit \$25,000.00 (“**Earnest Money**”) with Coosa Valley Title Company, Inc. (“**Escrow Agent**”), whose address is 1916 1<sup>st</sup> Avenue North, Pell City, A, 35125, Telephone: 205-338-6139. Escrow Agent will hold the Earnest Money in one or more fully insured interest bearing escrow accounts and otherwise in accordance with the terms of this Contract. All interest earned from the Earnest Money prior to “Closing” (as defined in Section 4) will be Earnest Money. The Earnest Money will be applied to the Purchase Price at “Closing” (as defined in Section 4). Escrow Agent will also serve as the closing agent in connection with the Closing.

4. **Closing.** The consummation of the sale and purchase contemplated in this Contract (“**Closing**” or “**Close**”) will occur, subject to the terms and conditions of this Contract, within twenty-four (24) days after the expiration of the “Review Period” or any “Extended Review Period” (as those terms are defined in Section 13.1) on a date to be agreed upon by the parties (“**Closing Date**”). Closing will take place at the Escrow Agent’s office at an agreed upon time, or at another location and time as agreed upon by the parties.

5. **Prorations and Transfer of Utilities.**

5.1 Seller has advised Buyer that the Property is currently centrally assessed at the state level as a part of all property owned by Seller in Alabama (rather than being assessed on an individual basis by St. Clair County). The total assessment for all Seller property in the state of Alabama for calendar year 2013 is referred to as the “2013 Central Assessment.” Seller has advised Buyer that the Property will remain centrally assessed for calendar year 2013, notwithstanding the conveyance of the Property to Buyer as contemplated in this Agreement, and that the Property will be assessed at the St. Clair County level on an individual basis pursuant to the St. Clair County assessment procedures following the Closing. At Closing, the portion of the 2013 Central Assessment allocable to the Property, as determined by Seller in its reasonable discretion, will be prorated between Seller and Buyer, with Seller receiving from Buyer, in addition to the Purchase Price, an amount equal to the portion of the 2013 Central Assessment allocable to the Property for the portion of calendar year 2013 accruing from and after the Closing Date. After Closing, Seller will pay all Central Assessments for the 2013 calendar year and earlier, as and when they become due, and Seller will indemnify, defend and hold Buyer harmless from and against any claims, losses or injury suffered by Buyer resulting from Seller’s failure to timely pay the 2013 Central Assessment or earlier central assessments. Seller’s obligations in the immediately preceding sentence will survive the Closing. Any other expenses associated with the Property will be pro-rated to or adjusted as of the Closing Date based upon the actual number of days involved in the relevant computation period for such items in which the Closing Date occurs, and the Closing Date will be Buyer’s day for the purpose of such calculations. Such prorations will constitute a final settlement.

5.2 Any utility charges or other expenses associated with the Property (“**Operating Expenses**”) will be prorated to or adjusted as of the Closing Date, based upon actual days involved in the relevant computation period for such item in which the Closing Date occurs. Seller will be solely responsible for and will pay on or prior to the Closing Date all Operating Expenses for any period prior to the Closing Date. Buyer will be solely responsible for and will pay from and after the Closing Date all Operating Expenses for any period on or after all relevant computation periods therefor that ended on or after the Closing Date. All such items will be prorated as of the Closing Date, with Buyer bearing the expense for all such items for the Closing Date. In connection with the proration of Operating Expenses for the relevant computation period, if actual amounts thereof for the year of Closing or other relevant computation period are not available at the Closing Date, proration of such items will be made using figures from the preceding year or other relevant computation period.

5.3 Buyer, at its own cost and expense, is responsible for transferring any utilities being provided to the Property that are in Seller’s name as of the Closing Date to

Buyer's name on the Closing Date, and Seller will reasonably cooperate with Buyer in Buyer's efforts to effect such transfer.

6. **Brokers.**

6.1 Sam Carroll of Graham & Company, Pell City, Alabama ("**Broker**") represents Buyer in this transaction. At the Closing, Seller will pay to Broker a real estate brokerage commission for services rendered in effecting this sale, pursuant to a separate written agreement between Seller and Broker. Seller will defend and indemnify Buyer against any failure of Seller to pay the commission to Broker and against any claims for commissions or other compensation on account of the transaction made by any other broker, finder, agent, or other person, other than Broker, based on any express or implied undertaking made by Seller in connection with this transaction. Buyer has not engaged a real estate agent, broker or finder in connection with this transaction. Buyer will defend and indemnify Seller against any claims for commissions or other compensation on account of the transaction contemplated hereby made by any broker, finder, agent, or other person, other than Broker, based on any express or implied undertaking made by Buyer in connection with this transaction.

6.2 The indemnity, duty to defend and hold harmless obligations of the parties under this Section 6 will survive the Closing, the expiration or termination of this Contract and the recording of the "Deed" (as defined in Section 19(a)(i)).

7. **Costs and Expenses.** In connection with this Contract and the sale and purchase transaction contemplated in this Contract: (a) Escrow Agent's customary escrow and closing charges, costs and expenses will be shared equally by Seller and Buyer; (b) Buyer will pay any costs and expenses associated with recording of the Deed and any documentary stamp, transfer tax or similar tax or fee on the Deed; (c) Buyer will pay any mortgage registration fee or similar tax or fee; and (d) Seller will pay all costs and expenses for documents that need to be recorded in connection with the purchase and sale of the Property, including those for the "Interior Network Equipment License Agreement" (as defined in Section 38.1), the "Exterior Network Facilities Easement" (as defined in Section 38.3), the "Pair Gain Easement" (as defined in Section 38.5), and the "Assignment and Assumption of the Lease Agreement" (as defined in Section 39). All costs and expenses not otherwise provided for in this Contract as to which party is responsible for payment will be paid by the party incurring the cost and expense. Costs and expenses for such items as the premium for the "Owner's Policy" (as defined in Section 9.1) may be paid directly prior to Closing or be paid through the Escrow Agent at Closing.

8. **Permitted Termination.** If this Contract is terminated by either party pursuant to a right expressly given it to do so under a provision of this Contract, then whether or not such provision expressly says so, the Earnest Money will be released to the party as provided for under such provision, and neither party will have any further rights or obligation under this Contract, except for those rights or obligations that are expressly designated under this Contract as surviving termination.

9. **Title Commitment.**

9.1 Seller will, at Seller's sole cost and expense within thirty (30) days of the Effective Date, cause Rice, Rice & Smith, P.C., 403 Choccolocco Street, Oxford, AL 36203, agent for First American Title Insurance Company, 1125 17th Street, Suite 750, Denver, CO 80202. ("**Title Company**") to deliver to Buyer a commitment for an Owner's Policy of Title Insurance with respect to the Property ("**Title Commitment**"), together with complete legible copies of all documents referenced in the Title Commitment and the schedules to the Title Commitment (collectively, "**Exception Documents**"). At the time Title Company delivers the Title Commitment and Exception Documents to Seller, complete and legible copies of the same will be delivered by Seller to Buyer. The Title Commitment will: (a) legally describe the Property; (b) commit to insuring marketable fee simple title to the Property in Buyer upon the Closing and recording of the Deed in the form of American Land Title Association Owner's Title Insurance Policy Form B-1970 (Amended 10/17/92), if available, and in the amount of the Purchase Price ("**Owner's Policy**"); and (c) name the Buyer as the party to be insured under the Owner's Policy. Subject to all of the terms and conditions of this Contract, Title Company will furnish the Owner's Policy to Buyer at Closing, and the premium for the Owner's Policy will be at Seller's sole expense. Buyer will pay any premium for any special endorsements to the Owner's Policy required by Buyer.

9.2 If the Title Commitment or Exception Documents disclose defects or other matters which are, in Buyer's sole discretion, objectionable to Buyer, Buyer will notify Seller of Buyer's objections within five (5) days of the date Buyer receives the Title Commitment and Exception Documents. Seller will then have fifteen (15) days from its receipt of the notice ("**Title Cure Period**") to remedy any matters to which Buyer objects to Buyer's satisfaction, and deliver to Buyer prior to the end of the Title Cure Period evidence that the matters objected to have been remedied. If Seller is unable or unwilling to remedy all matters objected to by Buyer and deliver the evidence as required by this Section 9.2, Buyer may either: (a) accept the Owner's Policy and title as Seller is able or willing to deliver, in which event Buyer will notify Seller of its acceptance within 3 days of the end of the Title Cure Period (Buyer's failure to give timely notice of acceptance will act as Buyer's acceptance of the Owner's Policy and title as Seller is able or willing to deliver ); or (b) terminate this Contract by giving notice of termination to Seller within 3 days of the end of the Title Cure Period (Buyer's failure to give timely notice of termination will act as Buyer's acceptance of the Owner's Policy and title as Seller is able or willing to deliver), and upon termination, the Earnest Money will be returned to Buyer. All matters not objected to by Buyer under this Section 9.2 and those matters objected to and not remedied but accepted by Buyer will be deemed "**Permitted Exceptions**," and thus not considered objectionable to Buyer.

## 10. Survey.

10.1 Buyer will, at Buyer's sole cost and expense within 30 days of the Effective Date, obtain a survey of the Property that meets the current Minimum Standards Detail Requirements for ALTA/ACSM surveys ("**Survey**"). The Survey must contain the easement tract legal descriptions for the Exterior Network Facilities Easement and the Pair Gain Easement. Seller will cooperate with Buyer in locating the Exterior Network Facilities Easement and finding locations for the Pair Gain Easement for the purpose of creating the easement tract legal descriptions for the Exterior Network Facilities Easement and the Pair Gain Easement. The

Survey must also contain descriptions of the areas, including the parking lot access, described in the Interior Network Equipment License Agreement. Seller will cooperate with Buyer in locating the building and parking lot access areas described in the Interior Network Equipment License Agreement. At the time Buyer obtains the Survey, a complete and legible copy of the Survey will be delivered by Buyer to Seller.

10.2 If the Survey discloses matters which are, in Buyer's sole discretion, objectionable to Buyer, Buyer will notify Seller of Buyer's objections within five (5) days of the date Buyer receives the Survey. Seller will then have fifteen (15) days from its receipt of the notice ("**Survey Cure Period**") to remedy any matters to which Buyer objects to Buyer's satisfaction and deliver to Buyer prior to the end of the Survey Cure Period evidence that the matters objected to have been remedied. If Seller is unable or unwilling to remedy all of the matters objected to by Buyer and deliver the evidence as required by this Section 10.2, Buyer may either: (a) accept the Property subject to such Survey matters as Seller is able or willing to deliver, in which event Buyer will notify Seller of its acceptance within 3 days of the end of the Survey Cure Period (Buyer's failure to give timely notice of acceptance will act as Buyer's acceptance of the Property subject to such Survey matters as Seller is able or willing to deliver); or (b) terminate this Contract by giving notice of termination to Seller within 3 days of the end of the Survey Cure Period (Buyer's failure to give timely notice of termination will act as Buyer's acceptance of the Property subject to such Survey matters as Seller is able or willing to deliver), and upon termination, the Earnest Money will be returned to the Buyer. All matters not objected to by Buyer under this Section 10.2 and those matters objected to and not remedied but accepted by Buyer will be deemed "Permitted Exceptions," and thus not considered objectionable to Buyer.

11. **Intentionally Deleted.**

12. **Due Diligence Documents**

12.1 Seller will, within 30 days of the Effective Date, make available for Buyer's review during the Review Period, and any Extended Review Period, at a location to be determined by Seller, at Seller's sole cost and expense, all of the following items, if applicable and if the same are in Seller's immediate possession and control (collectively, "**Due Diligence Documents**"): (a) copies of any agreements, leases, contracts, warranties and commitments affecting the Property, its ownership, management or operations, which could not or would not be cancelled by Seller prior to Closing; (b) copies of any plans, specifications, engineering plans and studies, architectural drawings, physical condition, or environmental reports, floor plans and other plans for the Property; and (c) copies of any certificates of occupancy and all other licenses and permits for the Property required by law and issued by any governmental authorities having jurisdiction over the Property.

12.2 Buyer acknowledges and agrees that: (a) Seller has made no and makes no warranty, representation or affirmation whatsoever concerning the accuracy, truthfulness or completeness of any of the Due Diligence Documents or any of the information contained in the Due Diligence Documents; (b) Buyer relies on the Due Diligence Documents and any information contained in the Due Diligence Documents at its own risk; and (c) Buyer will keep

the Due Diligence Documents confidential pursuant to Section 31. In the event this Contract terminates or the parties fail to Close, Buyer will promptly return all Due Diligence Documents to Seller. In the event the parties Close, the Due Diligence Documents will become the property of Buyer.

13. **Review Period.**

13.1 For a period of Sixty (60) days, commencing on the Effective Date (“**Review Period**”), Buyer, its employees, agents and contractors (Buyer, its employees, agents and contractors, collectively, “Authorized Parties”) may do the following at Buyer’s sole cost and expense (collectively, “**Permitted Activities**”): (a) review the Due Diligence Documents; (b) conduct any and all physical inspections of the Property, including core drillings, soil drillings and sampling, and other invasive testing as Buyer deems necessary; (c) conduct environmental testing and audits of and with respect to the Property as Buyer deems necessary; (d) make any other tests or inspections of the Property that are not included in the above as Buyer deems necessary; and (e) make any inquiries or conduct any research with respect to the compliance or status of the Property with regard to any laws, zoning ordinances, rules, orders, regulations or the like of any applicable governmental authority or body. Buyer will have one (1) option to extend the Review Period (“Option”) for a period of thirty (30) days (the “**Extended Review Period**”). To exercise its option, Buyer must, no later than the expiration date of the Review Period: (a) give written notice to Seller of its intention to exercise the Option pursuant to Section 24.

13.2 Seller will make the Property reasonably available and accessible to the Authorized Parties during the Review Period and any Extended Review Period for conducting the Permitted Activities. Upon completion of the Permitted Activities, and in any event at or prior to the expiration of the Review Period or any Extended Review Period, Buyer will, if applicable, at its sole cost and expense, promptly remove any equipment, products or facilities that it installed or caused to be installed on the Property in conducting the Permitted Activities, promptly repair any damage to the Property that might have been caused in conducting the Permitted Activities, and promptly restore the Property to substantially the same condition it was in prior to the Authorized Parties’ initial entry upon the Property to conduct Permitted Activities, except for reasonable wear and tear. Seller may remove the equipment, products or facilities that Buyer does not timely remove in accordance with this Section 13.2, and Buyer will reimburse Seller upon demand for the costs Seller incurs for such removal.

13.3 Buyer will, for itself and for all Authorized Parties, obtain and maintain throughout the entire Review Period and any Extended Review Period, insurance coverage with financially reputable insurers that are licensed to do business in the State of Alabama in the following types and amounts of coverage: (a) workers’ compensation as provided for under any workers’ compensation law or similar law; (b) comprehensive commercial general liability, with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury liability and \$2,000,000 general aggregate, naming Seller as additional insured; and (c) business vehicle insurance covering the ownership, maintenance or use of any owned, non-owned or hired vehicle with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury, property damage and personal injury liability. This

insurance will provide coverage for the activities of all Authorized Parties and any third party that Buyer permits or causes to enter the Property. This insurance will include endorsements or other provisions stating that Buyer's insurance is the primary insurance. Within 5 days of the Effective Date, Buyer will furnish Seller with a copy of a certificate of insurance evidencing the insurance required under this Section 13.3, certifying that it is in full force and effect, providing for 30 days prior notice to Seller of any cancellation or modification of the insurance and naming Seller as an additional insured

13.4 In conducting the Permitted Activities, Buyer will and will cause any other Authorized Parties to: (a) fully comply with all laws applicable to the Permitted Activities and all other activities undertaken in connection with the Permitted Activities; (b) provide Seller with reasonable advance notice of when it intends to perform Permitted Activities and permit Seller, at Seller's sole discretion, to have a representative present during all Permitted Activities; (c) take reasonable actions and implement reasonable protections necessary to ensure that the Permitted Activities and the equipment, materials, and substances generated, used or brought onto the Property in connection with the Permitted Activities, pose no unreasonable threat to the safety or health of persons or the environment, and cause no damage to the Property or other property of Seller or other persons; (d) not permit the Permitted Activities or any other activities undertaken by Buyer or on Buyer's behalf to result in any liens, judgments or other encumbrances being filed or recorded against the Property, and Buyer will, at its sole cost and expense, immediately discharge any such liens, judgments or encumbrances that are so filed or recorded.

13.5 Except for any damage, liability or injury arising from the gross negligence or intentional misconduct of Seller, its employees, agents and contractors, Buyer will indemnify and hold Seller harmless from and against any and all liability, loss or damage caused to the Property, other property, or injury to any person or property to the extent arising from the Authorized Parties' engaging in the Permitted Activities. This indemnification will survive the Closing, the expiration or termination of this Contract and the recording of the Deed.

13.6 If, in Buyer's reasonable judgment, based upon the results of the Permitted Activities, Buyer determines that all or any part of the Property is unsatisfactory, Buyer may, by giving notice to Seller within the Review Period or any Extended Review Period, terminate this Contract, and upon such termination, the Earnest Money will be returned to Buyer. If Buyer does not terminate this Contract within the Review Period or any Extended Review Period, this Contract will remain in full force and effect in accordance with its terms.

13.7 If as part of the Permitted Activities Buyer conducts a Phase I or Phase II Environmental Site Assessment of the Property, or any other environmental assessment of the Property (for example, an asbestos survey), and Buyer terminates this Contract pursuant to Section 13.6, Buyer will include in its notice of termination to Seller required under Section 13.6 complete copies of any such assessment.

14. **Mutual Representations and Warranties.** The parties represent and warrant to each other, as of the Effective Date, as follows: (a) it is not prohibited from consummating the sale and purchase transaction contemplated in this Contract by any law, regulation, agreement, instrument, restriction, order or judgment; (b) it has full right, title, authority and capacity to sign, deliver and perform this Contract and to consummate the sale and purchase transaction

contemplated in this Contract; and (c) this Contract has been duly signed and delivered by it, it has the authority to enter into this Contract, and assuming due authorization, signing and delivery by the other party, constitutes its valid and binding obligation, enforceable in accordance with its terms.

15. **Warranty Indemnification.** Seller will indemnify Buyer for any loss or expense (including reasonable attorneys' fees) incurred by Buyer, before or after Closing, as a result of any inaccuracy or omission in the representations and warranties made by Seller in this Contract. Buyer will indemnify Seller for any loss or expense (including reasonable attorneys' fees) incurred by Seller, before or after Closing, as a result of any inaccuracy or omission in the representations and warranties made by Buyer in this Contract. The indemnification provided for in this Section 15 will survive the Closing and the recording of the Deed.

16. **Survival of Warranty.** All representations and warranties made or incurred by either party to the other in this Contract will be deemed to be remade on the Closing Date and will survive the Closing and the recording of the Deed, regardless of any investigation made by or on behalf of either of them.

17. **Buyer Acknowledgements, Disclaimers and Waivers.** Buyer acknowledges that it has or will have, by the end of the Review Period or any Extended Review Period, inspected the Property to the extent it deems necessary in connection with this Contract. Accordingly, Buyer acknowledges and agrees that **SELLER, OR ANYONE ON SELLER'S BEHALF, HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (a) THE VALUE, NATURE, QUALITY, PHYSICAL OR ANY OTHER CONDITION OF THE PROPERTY; (b) THE INCOME TO BE DERIVED FROM THE PROPERTY; (c) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY OR PLANS TO CONDUCT THEREON; (d) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, ORDERS, DECISIONS OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (e) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (f) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY; (g) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (h) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY AND, SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAW OR PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OR REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS, DECISIONS OR REQUIREMENTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS RELYING SOLELY ON ITS OWN INSPECTION OF THE PROPERTY,**



AND NOT ON ANY INSPECTION DONE BY OR INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. FURTHER, BUYER AT CLOSING AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AS OF THE CLOSING AND TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER ARISING FROM OR RELATED TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF THE INFORMATION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR IN THIS CONTRACT IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" CONDITION AND BASIS. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS CONTRACT, THE ACKNOWLEDGEMENTS, DISCLAIMERS AND WAIVERS CONTAINED IN THIS SECTION 17 WILL SURVIVE THE CLOSING, THE EXPIRATION OR TERMINATION OF THIS CONTRACT AND THE RECORDING OF THE DEED.

18. **Release.** BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, ATTORNEYS, REPRESENTATIVES AND ANY OTHER PERSONS ACTING ON BEHALF OF SELLER AND THE SUCCESSORS AND ASSIGNS OF ANY OF THE PRECEDING, OF AND FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, SUITS, PENALTIES, RIGHTS, DAMAGES, COSTS, EXPENSES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH BUYER OR ITS SUCCESSORS OR ASSIGNS NOW HAS OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY RELATED TO OR IN CONNECTION WITH ANY PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTIC OR CONDITION OF THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS CONTRACT, THE WAIVER, RELEASE AND DISCHARGE CONTAINED IN THIS SECTION 18 WILL SURVIVE THE CLOSING, THE EXPIRATION OR TERMINATION OF THIS CONTRACT AND THE RECORDING OF THE DEED.

19. **Closing.** If all conditions of this Contract that must be completed prior to Closing have been satisfied or waived by the party intended to benefit from the condition or conditions, the obligations of Seller and Buyer to be performed prior to Closing have either been performed or waived by the party intended to benefit from the performance of the obligation, and Seller's and Buyer's representations and warranties in this Contract remain true and correct, then Closing will take place as follows:

(a). Seller will deliver to Buyer at the office of the Escrow Agent: (i) a signed and notarized original Special Warranty Deed (“**Deed**”) in the form attached as Exhibit C, conveying good and marketable fee simple title to the Property, free and clear of all liens, claims and encumbrances other than those approved by Buyer and any Permitted Exceptions; (ii) such other instruments as are required by the Title Company, the Escrow Agent, or by this Contract or as are reasonably necessary or appropriate to consummate the sale and purchase transaction contemplated in this Contract (such as lease assignments, estoppel certificates, affidavits, assignment of condemnation award, assignment of insurance proceeds and settlement statements); (iii) a signed original of the Interior Network Equipment License Agreement; (iv) a signed and notarized original of the Assignment and Assumption of Lease Agreement; and (v) a signed original of the Office Lease Agreement. Immediately following Closing, Seller will deliver possession of the Property to Buyer, subject to Section 40.

(b). Buyer will: (i) pay the Purchase Price (subject to adjustment for expenses and prorations and credit for the Earnest Money) in cash or immediately available funds; (ii) perform any other obligations required to be performed by Buyer under the terms of this Contract to close the sale and purchase transaction contemplated in this Contract; and (iii) deliver to Escrow Agent such other instruments as are required by the Escrow Agent or by this Contract or as are reasonably necessary or appropriate to consummate the sale and purchase transaction contemplated in this Contract; (iv) deliver to Escrow Agent a signed and notarized original of the Interior Network Equipment License Agreement; (v) deliver to Escrow Agent a signed and notarized original of the Exterior Network Facilities Easement; (vi) deliver to Escrow Agent a signed and notarized original of the Pair Gain Easement; (vii) deliver to Escrow Agent a signed and notarized original of the Assignment and Assumption of Lease Agreement; and (viii) deliver to Escrow Agent a signed original of the Office Lease Agreement. Buyer may deliver the Purchase Price to the Escrow Company to be held under instructions that the funds due Seller not be delivered to Seller unless and until the Deed is recorded and the Title Company is ready, willing and able to issue and deliver to Buyer the Owner’s Policy.

## 20. **Seller Default and Buyer Remedies.**

20.1 Seller will be in default under this Contract upon the occurrence of any of the following events (each a “**Seller Default**”): (a) any warranty or representation of Seller set forth in this Contract is untrue or inaccurate in any material respect; or (b) Seller fails to meet, comply with or perform any material covenant, agreement or obligation required of it under this Contract.

20.2 In the event of a Seller Default (other than a failure to Close, for which no notice or cure period will be provided) which has not been remedied by Seller within 15 days of Seller’s receipt of notice from Buyer of such Seller Default, Buyer, as its sole and exclusive right and remedy for such Seller Default, may terminate this Contract by giving notice of termination to Seller at or prior to Closing. Buyer must give oral notice of termination pursuant to Section 24.3 if such notice is given at Closing or within 72 hours prior to the then scheduled Closing Date. In the event of such termination, the Earnest Money will then be returned to Buyer.

21. **Buyer Default and Seller Remedies.**

21.1 Buyer will be in default under this Contract upon the occurrence of any of the following events (each a “**Buyer Default**”): (a) any warranty or representation of Buyer set forth in this Contract is untrue or inaccurate in any material respect; or (b) Buyer fails to meet, comply with or perform any material covenant, agreement or obligation required of it under this Contract.

21.2 In the event of a Buyer Default (other than a failure to Close, for which no notice or cure period will be provided) which has not been remedied by Buyer within 15 days of Buyer’s receipt of notice from Seller of such Buyer Default, Seller may terminate this Contract by giving notice of termination to Buyer at or prior to Closing. Seller must give oral notice of termination pursuant to Section 24.3 if such notice is given at Closing or within 72 hours prior to the then scheduled Closing Date. In the event of such termination, Seller will retain the Earnest Money as liquidated damages. Additionally, Seller may seek damages and specific performance of this Contract, seek to enforce any provision of this Contract (including any of Buyer’s indemnity, duty to defend, hold harmless and release obligations under this Contract) and resort to any other right or remedy to which Seller is entitled under this Contract, at law or in equity. Seller’s remedies are cumulative and are not exclusive of other remedies, and Seller’s use of one or more remedies does not bar the use of any other remedy.

22. **Attorneys’ Fees and Waiver of Jury Trial.** If a party files suit to enforce its rights under this Contract because of the other party’s default, the prevailing party in such suit will be entitled to reasonable attorneys’ fees. The parties irrevocably and unconditionally waive the right to a jury trial for any suit arising out of or related to this Contract, and this waiver will survive the Closing, expiration or termination of this Contract and the recording of the Deed.

23. **Substantial Damage and Condemnation.**

23.1 In the event the Property is damaged or destroyed by fire or other casualty prior to Closing, Seller will give Buyer prompt notice of the date of any such casualty and of the destruction or its best estimate of the amount of any damage (“**Casualty Notice**”). Seller must give oral Casualty Notice if the damage or destruction occurs within 72 hours prior to the then scheduled Closing Date or on the then scheduled Closing Date. Thereafter, Buyer can elect not to terminate this Contract or to terminate this Contract by delivering written notice of termination to Seller within 15 days of the date it receives the Casualty Notice or by delivering oral notice to Seller at the Closing, whichever date is earlier. In the event Buyer elects not to terminate this Contract, the parties will proceed with the Closing in accordance with the terms of this Contract and without a reduction in the Purchase Price, notwithstanding the damage or destruction. However, Seller will assign to Buyer at Closing all of Seller’s interest in and to all insurance proceeds which may be payable to Seller on account of any such casualty, up to the amount of the actual cost to repair the damage.

23.2 If, prior to Closing, any material part of the Property is taken or threatened to be taken by condemnation or similar governmental confiscatory proceedings, and Seller has actual knowledge of the same, then Seller will give Buyer prompt notice of the date and extent of the taking or of the known details of a threatened taking (“**Condemnation Notice**”). Seller

must give oral Condemnation Notice if the taking occurs or if the threatened taking is learned of within 72 hours prior to the then scheduled Closing Date or on the then scheduled Closing Date. Thereafter, Buyer can elect not to terminate this Contract or to terminate this Contract by delivering written notice of termination to Seller within 15 days of the date it receives the Condemnation Notice or by delivering oral notice to Seller at the Closing, whichever date is earlier. In the event Buyer elects not to terminate this Contract, the parties will proceed with the Closing in accordance with the terms of this Contract and without a reduction in the Purchase Price, notwithstanding the taking or threatened taking. However, Seller will assign to Buyer at Closing all of Seller's interest in and to any condemnation award.

23.3 If this Contract is terminated in accordance with Sections 23.1 or 23.2, the Earnest Money will be returned to Buyer. The risk of loss will be borne by Seller until the time of Closing.

24. **Notice and Oral Notice.**

24.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either party under or with respect to this Contract (collectively, "**Notice**") must be in writing (except for oral Notice required under Sections 20.2, 21.2, 23.1 and 23.2), and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Seller:

Century Tel of Alabama, LLC  
d/b/a CenturyLink  
931 14<sup>th</sup> Street, Suite 103  
Denver, CO 80202  
Attention: Vice President of Real Estate  
Telephone: 720-578-4309  
Fax: 720-578-

With a copy of any Seller Default Notice only (which will not constitute Notice to Seller) to:

CenturyLink Law Department  
5454 W. 110th Street  
Mailstop: DF154L0701-721  
Overland Park, KS 66211  
Attn: Vice-President of Commercial Law  
Fax: 913-971-2126

If Notice to Buyer:

City of Pell City

Joe Funderburg, Mayor  
1905 1st Avenue North  
Pell City, AL 35125

With a copy of any Buyer Default Notice only (which will not constitute Notice to Buyer) to:

John W. Rea, City Attorney  
Trussell, Funderburg, Rea & Bell, P.C.  
1905 First Avenue South  
Pell City, AL 35125

24.2 If Notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for Notice by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 24.1.

24.3 Seller will give oral notice to Buyer as required under Sections 21.2, 23.1 and 23.2 via telephone to: Joe Funderburg, Mayor, City of Pell City; Telephone 205-338-2244; E-Mail address: [mayor@epell.net](mailto:mayor@epell.net) (with a copy to John Rea, City Attorney; Telephone: 205-338-7273; E-Mail address: [jrea@tfrblaw.com](mailto:jrea@tfrblaw.com)), who will act as Buyer's agent for purposes of any such notice. Buyer will give oral notice to Seller as required under Sections 20.2, 23.1 and 23.2 via telephone to: Scott Chambers; Telephone 913-345-7957; E-Mail address: [scott.j.chambers@centurylink.com](mailto:scott.j.chambers@centurylink.com), who will act as Seller's agent for the purposes of such oral notice. All oral notice will be effective upon its receipt and must be followed up as soon as is reasonably possible with e-mail notice. If the party to receive oral notice is unavailable via telephone, e-mail notice alone will constitute valid notice under this Section 24.3. The parties may change the foregoing contact name, phone number and e-mail address by giving Notice of a change to the other party in the manner for giving Notice prescribed in Section 24.1.

25. **Indemnification**. Buyer will indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions, causes of action, suits, judgments, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) related to the Property or any portion of the Property and contracts or services related to the Property, brought against or incurred by Seller attributable to a claim, demand, action or cause of action by a third party, where the facts or allegations that give rise to the same arose or occurred on or after the Closing Date. The indemnity, duty to defend and hold harmless obligations provided for in this Section 25 will survive the Closing and the recording of the Deed.

26. **Assignment**. Buyer will not assign this Contract without the prior consent of Seller, which consent will be at Seller's sole discretion.

27. **Governing Law and Venue.** This Contract will be governed, construed and interpreted in accordance with the laws of the State of Alabama. Any lawsuit under this Contract will be filed in and resolved in a court of competent jurisdiction located in St. Clair County, Alabama.

28. **Further Acts.** In addition to the acts recited in this Contract to be performed by Seller and Buyer, Seller and Buyer will, without further consideration, perform or cause to be performed at or after the Closing any and all such further acts as may be reasonably necessary and requested by the other party to consummate the sale and purchase transaction contemplated in this Contract, including the signing and delivery of reasonably necessary documents. The provisions of this Section 28 will survive Closing and the recording of the Deed.

29. **Counterparts, Facsimile and Electronic Mail Signatures.** This Contract may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Contract transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature, provided that the party delivering its signature by facsimile or electronic mail promptly thereafter delivers this Contract with the original signature to the other party.

30. **1031 Exchange.** Each party may elect to structure the purchase and sale of the Property to effect a tax deferred exchange pursuant to Section 1031 of the Internal Revenue Code, as amended. Accordingly, if either party elects to structure its purchase or sale of the Property as a Section 1031 Tax Deferred Exchange, the other party will reasonably accommodate, cooperate with and assist the other in accomplishing the exchange, provided that: (a) a party's accommodation, cooperation and assistance will not cause that party to incur any expense on account of the transaction of the other party; (b) each party will remain liable to the other party for the performance of all of its obligations under this Contract; and (c) neither party is exposed to any additional risks (including serving as an intermediary) by virtue of structuring the sale or purchase under Section 1031 to accommodate the other party.

31. **Confidentiality.** This Contract and its substance, any information given to a party under this Contract (for example, the Due Diligence Documents) and any information generated as a result of a party exercising its rights under this Contract (for example, any report or information resulting from an environmental site assessment of the Property) will not be disclosed by either party to any person or entity, except: (a) to a party's legal counsel involved in this Contract; (b) to those responsible for fulfilling a party's respective obligations under this Contract; and (c) as disclosure may otherwise be required by law. The parties will not make any public announcement or statement concerning this Contract or the purchase and sale transaction contemplated in this Contract unless the parties agree in writing on the form and substance of the public announcement or statement. The requirements of this Section 31 will survive Closing, the expiration or termination of this Contract and the recording of the Deed.

32. **Binding Effect and No Third Party Beneficiaries.** This Contract will be binding upon and inure to the benefit of Seller, Buyer and their respective successors and assigns, and is for the benefit of the parties and their respective successor and assigns, and not

for any other person or entity. Except for Seller, Buyer and their respective successors and assigns, this Contract does not provide any other person or entity with any remedy, claim, liability, reimbursement or right of action.

33. **Waiver**. No agreement, term or condition of this Contract will be deemed to have been waived by a party unless the waiver is made in writing and is signed by the party against whom the waiver is claimed. No waiver of default of this Contract or consent to the default will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the party against whom the waiver or consent is claimed. The waiver of or consent to a default of this Contract will not be deemed to be a waiver of or consent to any other breach or default of this Contract or to or any subsequent breach or default of the same term, agreement or condition of this Contract. No course of dealing or conduct or failure of a party to strictly enforce any term, right or condition of this Contract constitutes a general waiver or relinquishment of the term, right or condition.

34. **Amendment and Modification**. No provision of this Contract is deemed amended or modified unless amended or modified in a writing dated and signed by both parties.

35. **Invalid Provisions**. If any provision of this Contract or the applicability of a provision to a specific situation is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity, enforceability and application of any other provisions of this Contract will not be affected by such modification.

36. **Headings Not Controlling**. The headings and numbering of the paragraphs and sections in this Contract are for convenience only and do not define or limit any of the terms or affect the meaning or interpretation of this Contract. Neither party will be deemed the author of this Contract and therefore, no presumption exists requiring that an ambiguity contained in this Contract be construed against either party.

37. **Entire Contract and Exhibits**. This Contract constitutes the parties' entire agreement and understanding concerning its subject matter and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to this subject matter of this Contract. This Contract consists of the body of this Contract and the following Exhibits, each of which is attached to and incorporated by reference into this Contract:

Exhibit A – Property Legal Description

Exhibit B – Excluded Property

Exhibit C – Special Warranty Deed

Exhibit D – Interior Network Equipment License Agreement

Exhibit E – Exterior Network Facilities Easement

Exhibit F – Pair Gain Easement

Exhibit G – Assignment and Assumption of Lease Agreement

Exhibit H – Office Lease Agreement

38. **License Agreement and Easements.**

38.1 **Interior Network Equipment License Agreement.** Buyer acknowledges that certain Seller-owned network equipment and communications are currently located in the basement of the Building on the Property and are used by Seller to provide communication services, including such items as underground cables, wires, conduits, drains, telecommunications, switching and related equipment and other structures (collectively, “**Interior Network Equipment**”). The Interior Network Equipment is not being sold by Seller to Buyer as part of the sale and purchase transaction contemplated in this Contract. Accordingly, after Closing, Seller will retain ownership of the Interior Network Equipment and maintain its right to locate the Interior Network Equipment on the Property in order to provide communication services. Therefore, at Closing, Buyer will sign and deliver any license agreements to Seller that are necessary to allow Seller unrestricted access to the area in the basement of the Building containing Seller’s Interior Network Equipment to install, construct, operate, maintain, fence, replace and remove any Interior Network Equipment (“**Interior Network Equipment License Agreement**”). All Interior Network Equipment License Agreements will be in form and substance the same as the document attached to this Contract as Exhibit D.

38.2 If, in Buyer’s reasonable judgment, the Interior Network Equipment License Agreement materially adversely interferes with Buyer’s post-Closing development plans for the Property, Buyer may request of Seller that it cooperate with Buyer in relocating certain or all Interior Network Equipment to a new and mutually acceptable location on the Property, the relocation of which will be at Buyer’s sole cost and expense. Thereafter, Seller will cooperate with Buyer in the relocation. In effecting the relocation, Buyer will: (a) at its sole expense, grant and deliver in recordable form to Seller any easement(s) necessary for an exterior re-location of the Interior Network Equipment to a site(s) on the Property that is/are acceptable to Seller. Any new easement will be in the form and substance as the document attached to this Contract as Exhibit D; (b) reimburse Seller for Seller’s reasonable, actual and documented costs and expenses incurred in any relocation, including expenses for surveying, title reports, title insurance, environmental investigations and recording of any new easement; and (c) reimburse Seller for Seller’s reasonable, actual and documented costs incurred in releasing any Interior Network Equipment License Agreement once a license agreement is recorded, including the costs of recording any license agreement release. The rights and duties of the parties under this Section 38.2 will survive the Closing and recording of the Deed.

38.3 **Exterior Network Facilities Easement.** Buyer further acknowledges that certain other Seller-owned facilities and equipment are currently located on the Property and are used by Seller to provide communication services, including such items as underground cables, wires, conduits, pair gains, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, buildings and other facilities or structures (collectively, “**Exterior Network Facilities**”). The Exterior Network Facilities are not being sold by Seller to Buyer as part of the sale and purchase transaction contemplated in this Contract. Accordingly, after Closing, Seller will retain ownership of the Exterior Network Facilities and maintain its right to locate the Exterior Network Facilities on the



Property in order to provide communication services. Therefore, at Closing, Buyer will sign and deliver any perpetual easement upon the Property to Seller that allows Seller to install, construct, operate, maintain, fence, replace and remove any Exterior Network Facilities (“**Exterior Network Facilities Easement**”). All Exterior Network Facilities Easements will be in form and substance the same as the document attached to this Contract as Exhibit E.

38.4 If, in Buyer’s reasonable judgment, the location of any Exterior Network Facilities Easement materially adversely interferes with Buyer’s post-Closing development plans for the Property, Buyer may request of Seller that it cooperate with Buyer in relocating certain or all Exterior Network Facilities Easements and any Exterior Network Facilities contained therein to a new and mutually acceptable location on the Property, the relocation of which will be at Buyer’s sole cost and expense. Thereafter, Seller will cooperate with Buyer in the relocation. In effecting the relocation, Buyer will: (a) at its sole expense, grant and deliver in recordable form to Seller any substitute easement for a new easement location on the Property that is acceptable to Seller. Any new easement will be in the form and substance as the document attached to this Contract as Exhibit E; (b) reimburse Seller for Seller’s reasonable, actual and documented costs and expenses incurred in any relocation, including expenses for surveying, title reports, title insurance, environmental investigations and recording of any new easement; and (c) reimburse Seller for Seller’s reasonable, actual and documented costs incurred in releasing any Exterior Network Facilities Easement once a new easement is recorded, including the costs of recording any easement release. The rights and duties of the parties under this Section 38.4 will survive the Closing and recording of the Deed.

38.5 Pair Gain Easement . At Closing, Buyer will sign and deliver a perpetual easement upon the Property to Seller that allows Seller to install, construct, operate, maintain, fence, replace and remove certain Seller-owned facilities and equipment on the Property to be used by Seller to provide communication services, including such items as underground cables, wires, conduits, pair gains, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, towers, buildings and other structures (“**Pair Gain Easement**”). The Pair Gain Easement will be in form and substance the same as the document attached to this Contract as Exhibit F.

39. Assignment and Assumption of Lease Agreement. The Parties acknowledge that Seller leases certain building space to the Pell City School System, Inc. (“**Existing Lease**”). The Parties further acknowledge that the Existing Lease may be in full force and effect on the Closing Date. Accordingly, upon Closing, Seller will assign and Buyer will assume that certain Lease Agreement dated December 16, 2005, by and between CenturyTel of Alabama, LLC (“Landlord”) and the Pell City School System, Inc., (“Tenant”), together with the December 16, 2005 Lease Amendment to said Lease Agreement, upon the terms and conditions of the Assignment and Assumption of Lease Agreement attached to this Contract as Exhibit G (“**Assignment and Assumption of Lease Agreement**”). All documents necessary to effect the assignment by Seller and assumption by Buyer of the Existing Lease will be signed by the parties and delivered at Closing.

40. Office Lease Agreement. Upon Closing, Seller will lease from Buyer and Buyer will lease to Seller approximately 11,407 square feet in the Building upon the terms

and conditions of the lease agreement attached to this Contract as Exhibit H (“**Office Lease Agreement**”). The Office Lease Agreement will be signed by the Parties and delivered at Closing.

IN WITNESS WHEREOF, the Parties each acting with proper authority and intending to be legally bound hereto have executed this Contract as of the Effective Date.

“SELLER”

“BUYER”

**CenturyTel of Alabama, LLC  
d/b/a Century Link**

**City of Pell City**

By: \_\_\_\_\_

Printed Name: LaRae Dodson  
Title: Vice-President of Real Estate

By: \_\_\_\_\_

Printed Name: Joe Funderburg  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A TO PURCHASE AND SALE AGREEMENT

### PROPERTY LEGAL DESCRIPTION

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a

point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

## **EXHIBIT B TO PURCHASE AND SALE AGREEMENT**

### **EXCLUDED PROPERTY**

In addition to the personal property referenced in Sections 38.1, 38.3 and 38.5, all Seller-owned trade fixtures, equipment and personal property including but not limited to network equipment, IT cabinets and servers, telephone systems, security panels, card readers, door locks, power supplies and any generators located upon the Property. Seller will replace the retained building door locks with general purpose door locks prior to the termination of the Office Lease Agreement.

**EXHIBIT C TO PURCHASE AND SALE AGREEMENT**

(FORM OF SPECIAL WARRANTY DEED)

PREPARED BY:

CenturyTel of Alabama, LLC  
d/b/a CenturyLink  
5454 W. 110<sup>th</sup> Street  
Mailstop: DF154L0902-930  
Overland Park, KS 66211

SEND TAX NOTICE TO:

City of Pell City  
1905 1st Avenue North  
Pell City, AL 35125

STATE OF ALABAMA  
ST. CLAIR COUNTY

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS that for the consideration of Ten and No/100s Dollars and other good and valuable consideration in hand paid to CenturyTel of Alabama, LLC d/b/a CenturyLink, a Louisiana limited liability company (“GRANTOR”), whose street address is 931 14<sup>th</sup> Street, Suite 103, Denver, Colorado 80202, Attention: Vice President of Real Estate, by the City of Pell City, an Alabama municipal corporation (“GRANTEE”), whose street address is 1905 1<sup>st</sup> Avenue North, Pell City, AL 35125), Grantor does by these presents grant, bargain, sell and convey to Grantee the following real property in the County of St. Clair and State of Alabama (the “**Property**”):

See the legal description set forth on **Exhibit A** attached hereto and incorporated herein.

Subject to existing taxes, assessments, liens and encumbrances of record, Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the Property and has good right to sell and convey the Property. Grantor does hereby specially warrant title to the Property, and will defend the title to the Property against the lawful claims of persons claiming by, through or under Grantor (but not otherwise) arising solely during the period of Grantor’s ownership of the Property.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns.

IN WITNESS WHEREOF, the said Grantor by LaRae Dodson, Vice-President of Real Estate, CenturyTel of Alabama, LLC d/b/a CenturyLink and who is authorized to execute this conveyance, has hereto set her signature this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTOR**

CenturyTel of Alabama, LLC d/b/a CenturyLink

By: \_\_\_\_\_  
LaRae Dodson, Vice-President of Real Estate



**Exhibit A to Special Warranty Deed**  
**(Legal Description of the Property)**

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a



point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

## **EXHIBIT D TO PURCHASE AND SALE AGREEMENT**

### **INTERIOR NETWORK EQUIPMENT LICENSE AGREEMENT**

This Interior Network Equipment License Agreement (“License Agreement”) is entered into as of the “Effective Date” (as defined in Section 15) by and between **City of Pell City**, an Alabama municipal corporation, (“Licensor”) and **CenturyTel of Alabama, LLC d/b/a CenturyLink**, a Louisiana limited liability company (“Licensee”). Licensor and Licensee may sometimes be referred to in this License Agreement individually as a “party” or collectively as the “parties.”

#### **BACKGROUND:**

A. Licensee as seller and Licensor as buyer entered into that certain Purchase and Sale Agreement dated September \_\_\_\_\_, 2013 (“Contract”), in which Licensee agreed to sell and Licensor agreed to purchase certain real property and improvements located at 1000 Bruce Etheridge Parkway, Pell City, St. Clair County, AL (“Property”). The improvements at the Property legally described on Exhibit A include a parking lot (“Parking Lot”) and an office building (“Building”), the Parking Lot and Building being depicted on Exhibit B attached to and incorporated by reference into this License Agreement.

B. The basement of the Building contains an approximately 360 square foot room that currently contains Licensee’s underground cables, wires, conduits, drains, switching and related network equipment and communications and other structures (“Equipment Room”), the Equipment Room being described and depicted on Exhibit C. As part of the consideration for entering into the Contract, Licensee will be allowed to access the Equipment Room and maintain its telecommunications equipment located in the Equipment Room upon the terms and conditions set forth in this License Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, parties agree as follows:

1. **Grant of License and Access.**

1.1 Subject to the terms of this License Agreement, Licensor grants to Licensee a license (“License”) allowing Licensee to, at its own cost: (a) construct, install, operate, maintain, expand, modify, repair, service, remove, distribute and replace its switching equipment in the Equipment Room, and all equipment and facilities that Licensee deems reasonably necessary for Licensee’s exercise of the rights granted to Licensee in this License Agreement (collectively, “Equipment”); (b) use the Equipment Room to operate, conduct business and generally provide communications services to or for the benefit of tenants of the Building and of the general public; (c) use the Parking Lot and any driveways and drive allies/lanes for vehicular and pedestrian ingress and egress over, on and across the Parking Lot to obtain access to the Equipment Room and to otherwise exercise its rights under this License Agreement; and (d) use the door at the rear of the Building to access the Equipment Room. Licensee will keep and maintain its Equipment in good order and repair and comply with any applicable laws or

regulations with regard to its Equipment.

1.2 Licensee will have unrestricted access to the Equipment Room 24 hours per day, 7 days per week, so that Licensee can exercise its rights under this License Agreement. Such access also includes the right of Licensee, its employees, agents, contractors and subcontractors to park their vehicles in the Parking Lot while exercising the rights granted to Licensee under this License Agreement.

2. **Term.** The initial term of this License Agreement is for 30 years, commencing on the Effective Date (“Initial Term”). Following the Initial Term, this License Agreement will automatically renew for 2 consecutive terms of 10 years each (each a “Renewal Term”) upon the same terms and conditions, unless sooner terminated by Licensee notifying Licensor in writing of its intention to terminate at least 30 days prior to the expiration of the Initial Term or relevant Renewal Term. The use of the word “Term” in this License Agreement means the Initial Term as extended by any Renewal Term.

3. **Equipment Removal.** The Equipment will be at all times the sole and exclusive personal property of Licensee. Within 90 days following the expiration of the Term or the sooner termination of this License Agreement, Licensee will remove the Equipment and any fixtures placed at the Equipment Room by Licensee.

4. **Utilities.** Licensor will make available to and extend to the Equipment Room all utilities and utility services (including heat and air conditioning) required by Licensee in order for Licensee to utilize the Equipment. Licensee will pay for its share of utilities attributable to the Equipment. Regarding electrical service, Licensee requires uninterrupted electrical service to the Equipment. As such, Licensor will use all reasonable efforts to notify Licensee in advance of any planned utility outages that could affect the Equipment. At Licensor’s request, Licensee will, at its own cost, install a separate electrical panel and meter for the Equipment, separately acquire electrical service from and pay directly to the electrical service provider any costs for electrical service used by Licensee to operate the Equipment. Licensee may install and operate an electrical generator at the Equipment Room so that Licensee can operate the Equipment in the event of an electrical power outage.

5. **Taxes.** Licensor will pay all real estate taxes assessed against the Building, the Parking Lot, the Property and any other improvements on the Property. Licensee will pay all taxes assessed against Licensee by virtue of its ownership and use of the Equipment located at the Equipment Room.

6. **Maintenance Obligations.**

6.1. Subject to Licensor’s obligations and requirements under Section 6.2, Licensee will at its sole cost and expense maintain in good condition and repair during the Term the Equipment Room. However, Licensee will have no responsibility for any maintenance or repairs that are necessitated by the negligence or intentional misconduct of any co-locator or other service provider in the Building, or of Licensor, its employees, agents, contractors, tenants, occupants and invitees. Licensee will not have any replacement responsibilities or obligations

with respect to all or any part of the Building. All damage to the Building caused by Licensee or its employees, agents and contractors, as well as any other damage due to the Licensee's failure to maintain the Equipment Room in accordance with this Section 6.1, may be repaired by Licensor on the account of Licensee. The reasonable, actual and documented costs of such Licensor repair will become due and payable within 30 days of Licensee's receipt of an itemized statement of such costs from Licensor.

6.2. Licensor, at its sole cost and expense, will maintain in good condition and repair (including making replacements as necessary) during the Term: (a) the foundations, roof, floors, ceilings, structural items, downspouts, doors, interior walls and exterior walls of the Equipment Room; (b) utility lines contained within or outside of the Equipment Room that affect the ability of the Licensee to exercise its rights under this License Agreement; (c) the exterior of the Equipment Room in a watertight, leak-free condition; (d) utility, mechanical, plumbing, heating, ventilation, air conditioning or electrical components, equipment and systems and any part or component thereof contained within or outside of the Equipment Room that are not part of the Equipment; (e) the exterior and interior of the Equipment Room; and (f) the Parking Lot, Building and every component of the same and the Building's common areas. However, Licensor will have no responsibility or obligations under this Section 6.2 if such maintenance, repair or replacement is necessitated solely by the negligence or intentional misconduct of Licensee, its employees, agents and contractors. Licensor will perform all maintenance obligations at a time and in a manner so as not to unreasonably interfere with Licensee's business, operations or its exercise of the rights granted to Licensee in this License Agreement.

## 7. Insurance.

7.1. Throughout the Term, Licensee will obtain and maintain with an insurance company authorized to do business in the state in which the Building is located and having a Best's Insurance Guide rating of at least A-VII, the following types and amounts of insurance coverage: (a) "All Risk property insurance covering Licensee's fixtures, equipment and other personal property in an amount not less than full replacement cost; (b) Commercial General Liability with respect to the Building (including the Equipment Room), with limits of coverage of not less than \$3,000,000 (combined single limits) including Licensor as an additional insured; (c) Worker's Compensation as provided for under any applicable Worker's Compensation or similar law; and (d) Business Vehicle insurance covering the ownership, maintenance or use of any owned, non-owned or hired vehicle with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, including Licensor as an additional insured. Licensee will, upon receipt of a written request, deliver to Licensor evidence of the insurance coverage required by this Section 7.1.

7.2. Licensor must maintain (or cause to be maintained) with a company authorized to do business in the state in which the Building is located and which has a Best's Insurance Guide rating of at least A-VII, a policy of property insurance (on a special causes of loss form) insuring the Building (including the Equipment Room) in the amount of 100% of the full replacement cost thereof, which must include all endorsements as necessary to insure against all perils including, but not limited to, fire, wind, earth movement and flood. The proceeds of this insurance must be held in trust and applied on the account of the obligation of Licensor to repair

or rebuild the Building (including the Equipment Room). In addition, Licensor must maintain with an insurance company authorized to do business in the state in which the Building is located and having a Best Insurance Guide rating of at least A-VII, the following types and amounts of insurance coverage: (a) Commercial General Liability with respect to the Building (including the Equipment Room), with limits of coverage of not less than \$3,000,000 (combined single limits) including Licensee as an additional insured; (b) Worker's Compensation as provided for under any applicable Worker's Compensation or similar law; and (c) Business Vehicle insurance covering the ownership, maintenance or use of any owned, non-owned or hired vehicle with a limit of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, including Licensee as an additional insured. Licensor will, upon receipt of a written request, deliver to Licensee evidence of the insurance coverage required by this Section 7.2.

7.3 Waiver of Subrogation. Licensor and Licensee waive any claims arising out of or relating to this Agreement that they may have against each other to the extent such claims are covered by property insurance policies required to be carried under this Agreement. Licensor and Licensee agree that they will cause their respective insurers, or their authorized representatives, to issue appropriate waiver of subrogation rights provisions to all property insurance policies required to be maintained under this Agreement.

## 8. Indemnity.

8.1. Subject to the limitations set forth in Section 7.1, Licensor will indemnify, defend and hold Licensee harmless from and against all liabilities, claims, damages, penalties, causes of action, costs and litigation expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury or damage to property arising from or out of any occurrence: (a) on or about the Building (exclusive of the Equipment Room), Parking Lot and Property, except to the extent caused by the negligence or intentional misconduct of Licensee, its employees, agents or contractors; and (b) in or upon the Equipment Room, to the extent caused by the negligence or intentional misconduct of any co-locator or other service provider in the Building, or of Licensor, its employees, agents, contractors, tenants, occupants and invitees.

8.2. Subject to the limitations set forth in Section 7.2, Licensee will indemnify, defend and hold Licensor harmless from and against all liabilities, claims, damages, penalties, causes of action, costs and litigation expenses (including reasonable attorneys' fees) in connection with loss of life, bodily injury or damage to property arising from or out of any occurrence: (a) in or upon the Equipment Room, except to the extent caused by the negligence or intentional misconduct of any co-locator or other service provider in the Building, or of Licensor, its employees, agents, contractors, tenants, occupants and invitees; and (b) on or about the Building (exclusive of the Equipment Room), Parking Lot and Property, to the extent caused by the negligence or intentional misconduct of Licensee, its agents, contractors or employees.

9. Damage and Destruction. If the Building is damaged by fire, flood, windstorm or other casualty so that, in Licensee's reasonable discretion, the same is rendered wholly or partially unfit for Licensee to exercise the rights granted to it under this License Agreement, then Licensee may immediately terminate this Agreement by giving notice of termination to Licensor

within 7 days of the date of the damage.

10. **Default and Remedies.** A party's failure to perform any of its obligations contained in this License Agreement which continues for more than 30 days after its receipt of written notice from the other party regarding such failure (unless the non-performance cannot reasonably be cured within the 30 day period, in which case the non-performing party will be granted an additional 30 days after its receipt of notice to cure), any representation or warranty of a party in this License Agreement proves untrue or incorrect or the commencement of any proceedings under any bankruptcy or insolvency law by or against a party will be a default under this License Agreement. In the event of a default, the non-defaulting party may terminate this License Agreement upon 30 days prior notice of termination, or resort to any remedies that are available to it at law, in equity or under this License Agreement. Such remedies are cumulative and are not exclusive of other remedies to which the non-defaulting party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

11. **Assignment and Sublicense.** Licensee may not assign this License Agreement in whole or in part or sublicense all or a portion of the Equipment Room unless it first obtains Licensor's consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may, without prior notice to or the consent of Licensor, assign this License Agreement in whole or in part or sublicense all or a portion of the Equipment Room: (a) to any entity controlling, controlled by or under common control with Licensee; (b) to any entity that acquires all or substantially all of the assets of Licensee located in the city where the Building is located; or (c) any surviving successor entity or newly created successor entity in the event of a merger, consolidation or reorganization involving Licensee.

12. **Notices.**

12.1. Whenever any notice, consent, approval, request, demand or authorization and the like (collectively, "Notice") is required or permitted under this License Agreement, the Notice must be in writing (except for any oral notice specifically allowed under this License Agreement, if any). All Notice will be sent by certified mail, return receipt requested, postage prepaid or by nationally recognized overnight courier service to the parties at the following addresses:

If Notice to Licensor:

Joe Funderburg, Mayor  
City of Pell City  
1905 1st Avenue North  
Pell City, AL 35125

With a copy of any Licensor Default Notice only (which will not constitute Notice to Licensor) to:

John Rea, City Attorney  
Trussell, Funderburg, Rea & Bell, P.C.  
1905 First Avenue South

Pell City, AL 35125

If Notice to Licensee:

Century Tel of Alabama, LLC  
d/b/a CenturyLink  
931 14<sup>th</sup> Street, Suite 103  
Denver, CO 80202  
Attention: Vice President of Real Estate  
Telephone: 720-578-4309  
Fax: 720-578

With a copy of any Licensee default Notice only (which alone will not constitute Notice to Licensee) to:

CenturyLink Law Department  
5454 W. 110<sup>th</sup> St.  
Mailstop: DF154L0701-721  
Overland Park, KS 66211  
Attn: Vice-President of Commercial Law  
Fax: 913-971-2126

12.2. Notice will be deemed effective on the date of receipt by the addressee as shown on the return receipt if Notice is given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its address for Notice by giving Notice of address change to the other party in the manner for giving Notice prescribed in Section 12.1.

13. **Quiet Enjoyment.** Licensor represents and warrants to Licensee that: (a) Licensor owns the Building in fee simple; (b) the Building and Equipment Room are properly zoned and regulated to permit Licensee to exercise the rights granted to it under this License Agreement; (c) there are no recorded or unrecorded leases, easements, licenses or other agreements which would prevent or inhibit Licensee from exercising its rights under this License Agreement; (d) Licensor has the full right and lawful authority to enter into this License Agreement without notice to or consent of any third party and to perform Licensor's obligations under this License Agreement; and (e) upon the performance of all of the Licensee's obligations under this License Agreement, Licensee will peaceably and quietly hold and enjoy the Equipment Room for the Term without hindrance or interruption.

14. **Miscellaneous.** (a) This License Agreement contains all of the promises, agreements, conditions and understandings between the parties concerning the subject matter of this License Agreement, and there are no oral agreements or understandings between the parties affecting this License Agreement. This License Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties

with respect to the subject matter of this License Agreement; (b) Except as may be otherwise expressly allowed for under this License Agreement, no provision of this License Agreement is deemed amended or modified unless amended or modified in a writing signed and dated by all parties; (c) The waiver by a party of any breach of any term, agreement or condition contained in this License Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, agreement or condition. No agreement, term or condition of this License Agreement will be deemed to have been waived unless the waiver is in writing signed by the party charged with the waiver; (d) If any part of this License Agreement becomes or is held to be invalid for any reason, such determination will affect only the invalid portion of this License Agreement, and the remainder of this License Agreement will stand and remain in full force and effect as if the invalid provision had not been a part of this License Agreement; (e) The provisions of this License Agreement will extend to and bind the respective heirs, executors, administrators, successors and permitted assignees of the parties; and (f) This Lease will be governed, construed and interpreted in accordance with the laws of the state where the Premises is located.

15. **Effective Date:** The Effective Date of this Agreement is the date that this Agreement is last signed by all of the parties where indicated below (“Effective Date”).

Licensor:

Licensee:

**CITY OF PELL CITY**

**CENTURYTEL OF ALABAMA, LLC  
D/B/A CENTURYLINK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Joe Funderburg

Printed Name: LaRae Dodson

Title: Mayor

Title: Vice-President of Real Estate

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A to Interior Network Equipment License Agreement

### (Legal Description of the Property)

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a

point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

**Exhibit B to Interior Network Equipment License Agreement**  
**(Parking Lot and Building Diagram)**

*[Diagram to be attached]*

**Exhibit C to Interior Network Equipment License Agreement**

**(Equipment Room Diagram)**

*[Diagram to be attached]*

## EXHIBIT E TO PURCHASE AND SALE AGREEMENT

### EXTERIOR NETWORK FACILITIES EASEMENT AGREEMENT

This Exterior Network Facilities Easement and the rights contained herein are granted by: **City of Pell City**, an Alabama municipal corporation (“Grantor”), whose address is 1905 1st Avenue North, Pell City, AL 35125.

For the sum of Ten Dollars (\$10.00) and other valuable consideration, Grantor, for itself, its successors and assignors, grants to **Centurytel of Alabama, LLC d/b/a CenturyLink**, a Louisiana limited liability company (“Grantee”), its successors, assigns, lessees, licensees and agents, subject to the terms stated herein, a perpetual and exclusive easement (“Easement”) to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, buildings and other facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in herein, upon, over, through, under and along a parcel of land legally described on Exhibit “A” (“Easement Tract”), said Easement Tract being a portion of the real property legally described on Exhibit "B" (“Property”), both exhibits being attached hereto and incorporated by reference herein.

The grant of Easement also gives to Grantee the following rights:

- (A) the right of ingress and egress over and across the Easement Tract and Property or any real property owned or controlled by Grantor that is adjacent to the Property or Easement Tract for the purpose of Grantee exercising the rights granted to it herein;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract or Property that interfere with Grantee exercising the rights granted to it herein;
- (C) the right to permit the carry-in and attachment of the conduit, wires, cables or other such items of any other entity or person as may be required by law; and
- (D) at Grantee’s expense, the right to bring to and to place at the Easement Tract electrical or other utility service for Grantee’s use.

Grantor will have the right to use and enjoy the Easement Tract and Property so long as Grantor’s use does not materially interfere with the rights granted to Grantee herein. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract.

Grantor warrants that Grantor is the owner of the Property and Easement Tract and will defend title to the Property and Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant this Easement according to its terms. Grantor further



**Exhibit A to Exterior Network Facilities Easement**

**(Easement Tract – Legal Description)**

The legal description of the Easement Tract will be determined by the Survey (the “Easement Legal Description”). Upon receipt and approval of the Easement Legal Description by the Seller, the Easement Legal Description will be automatically substituted for this Exhibit “A” without the necessity of amending this Easement.

## **Exhibit B to Exterior Network Facilities Easement**

### **(Legal Description of the Property)**

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a



point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

## EXHIBIT F TO PURCHASE AND SALE AGREEMENT

### PAIR GAIN EASEMENT

This Pair Gain Easement and the rights contained herein are granted by: **City of Pell City**, an Alabama municipal corporation (“Grantor”), whose address is 1905 1st Avenue North, Pell City, AL 35125.

For the sum of Ten Dollars (\$10.00) and other valuable consideration, Grantor, for itself, its successors and assignors, grants to **CenturyTel of Alabama, LLC d/b/a CenturyLink**, a Louisiana limited liability company, its successors, assigns, lessees, licensees and agents (“Grantee”), subject to the terms stated herein, a perpetual and exclusive easement (“Easement”) to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, buildings and other facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in herein, upon, over, through, under and along a parcel of land legally described on Exhibit “A” (“Easement Tract”), said Easement Tract being a portion of the real property legally described on Exhibit "B" (“Property”), both exhibits being attached hereto and incorporated by reference herein.

The grant of Easement also gives to Grantee the following rights:

- (A) the right of ingress and egress over and across the Easement Tract and Property or any real property owned or controlled by Grantor that is adjacent to the Property or Easement Tract for the purpose of Grantee exercising the rights granted to it herein;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract or Property that interfere with Grantee exercising the rights granted to it herein;
- (C) the right to permit the carry-in and attachment of the conduit, wires, cables or other such items of any other entity or person as may be required by law; and
- (D) at Grantee’s expense, the right to bring to and to place at the Easement Tract electrical or other utility service for Grantee’s use.

Grantor will have the right to use and enjoy the Easement Tract and Property so long as Grantor’s use does not materially interfere with the rights granted to Grantee herein. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract.

Grantor warrants that Grantor is the owner of the Property and Easement Tract and will defend title to the Property and Easement Tract against the claims of any and all persons, and that Grantor has full authority to grant this Easement according to its terms. Grantor further warrants that to the best of Grantor’s knowledge, the Property and Easement Tract are free from



## **Exhibit A to Pair Gain Easement**

### **(Easement Tract – Legal Description)**

The legal description of the Easement Tract will be determined by the Survey (the “Easement Legal Description”). Upon receipt and approval of the Easement Legal Description by the Seller, the Easement Legal Description will be automatically substituted for this Exhibit “A” without the necessity of amending this Easement.

## Exhibit B to Pair Gain Easement

### (Legal Description of the Property)

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a

point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

## **EXHIBIT G TO PURCHASE AND SALE AGREEMENT**

### **ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Agreement”) is entered into as of the “Effective Date” (as defined in Section 8 herein) by and between **CenturyTel of Alabama, LLC d/b/a CenturyLink**, a Louisiana limited liability company, d/b/a/ CenturyLink (“Assignor”), and **City of Pell City**, an Alabama municipal corporation, (“Assignee”).

#### **BACKGROUND:**

A. Assignor is the Landlord under that certain Lease Agreement it entered into with the Pell City School System, Inc., (“Tenant”) dated December 16, 2005 (Lease”), together with the Lease Amendment dated December 16, 2005, regarding certain property owned by Assignor and located at 1000 Bruce Etheridge Parkway, Pell City, St. Clair County, Alabama, 35125 (“Property”). A copy of the Lease is attached to this Agreement as Exhibit A and incorporated by reference into this Agreement.

B. Pursuant to that certain Purchase and Sale Agreement dated September \_\_\_\_\_, 2013 by and between Assignor, as seller, and Assignee, as buyer, Assignor has sold the Property, subject to Sections 38.1, 38.3, 38.5, 39 and 40 of the Purchase and Sale Agreement, to Assignee. As a part of the sale of the Property, subject to Sections 38.1, 38.3, 38.5, 39 and 40 of the Purchase and Sale Agreement, and concurrent therewith, Assignor desires to assign the Lease to Assignee, and Assignee desires to take an assignment of the Lease from Assignor upon the terms and conditions contained in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are expressly acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. **Assignment of Lease.** As of the Effective Date, Assignor assigns to Assignee all of Assignor’s right, title, and interest in and to the Lease.

2. **Assumption of Lease; Indemnities.** As of the Effective Date, Assignee assumes all right, title and interest in and to the Lease, all rights and duties of Assignor under the Lease, agrees to fully perform, pay and observe each and every obligation of Assignor under the Lease, and Assignor will have no further obligation or liability under the Lease arising after the Effective Date. Assignor will indemnify, defend and hold harmless Assignee from and against any and all claims, suits, actions, losses, liabilities and expenses (including reasonable attorney’s fees and court costs) arising out of any claim, assertion or demand whatsoever, of any kind or nature, asserted by Lessee or any third party related to, or arising from the Lease before the Effective Date. Assignee will indemnify, defend and hold harmless Assignor from and against any and all claims, suits, actions, losses, liabilities and expenses (including reasonable attorney’s fees and court costs) arising out of any claim, assertion or demand whatsoever, of any kind or nature, asserted by Lessee or any third party related to, or arising from the Lease on or

subsequent to the Effective Date.

3. **Assignor's Representations.** Assignor represents to Assignee that as of the Effective Date, the Lease is in full force and effect and to the best of Assignor's knowledge as of the date of this Agreement, there is no default by Assignor or Lessee under the Lease.

6. **Binding Effect.** The terms and provisions of this Agreement will inure to the benefit of, and will be binding upon, the successors, assigns, personal representatives, heirs, devisees and legatees of Assignor and Assignee.

7. **Counterparts, Facsimile and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature, provided the party delivering its signature by facsimile or electronic mail will promptly thereafter deliver this Agreement to the other party with the original signature.

8. **Effective Date.** The effective date of this Agreement is the date that this Agreement is last signed by both Assignor and Assignee ("Effective Date").

**ASSIGNOR:**

CenturyTel of Alabama, LLC  
d/b/a CenturyLink

By: \_\_\_\_\_

Name: LaRae Dodson  
Title: Vice-President of Real Estate

Date: \_\_\_\_\_

**ASSIGNEE:**

City of Pell City, Alabama

By: \_\_\_\_\_

Name: Joe Funderburg  
Title: Mayor

Date: \_\_\_\_\_



**Exhibit A to Assignment and Assumption of Lease Agreement**

**Pell City School System, Inc., Lease**

[Lease will be attached]

**EXHIBIT H TO PURCHASE AND SALE AGREEMENT**

**OFFICE LEASE AGREEMENT**

THIS OFFICE LEASE AGREEMENT is entered into by Landlord and Tenant as described in the following basic lease information, as of the date it is last signed by both parties (“Effective Date”). Landlord and Tenant agree:

**ARTICLE 1 -- BASIC LEASE INFORMATION**

1.1 Basic Lease Information. In addition to the terms that are defined elsewhere in this Lease, these terms are used in this Lease:

- (a) LANDLORD: The City of Pell City, Alabama, an Alabama municipal corporation.
- (b) LANDLORD'S ADDRESS: 1905 1<sup>st</sup> Avenue North  
Pell City, AL 35125  
Attn: Patrick Draper, City Manager
- (c) TENANT: CenturyTel of Alabama, LLC d/b/a CenturyLink, a Louisiana limited liability company.
- (d) TENANT'S ADDRESS: 931 14th Street, Suite 103  
Denver, CO 80202  
Attn: Vice President of Real Estate  
  
with a copy at the same time and in the same manner to:  
  
DTZ Americas, Inc.  
8350 East Crescent Parkway, Suite 450  
Greenwood Village CO 80111  
Attn: CenturyLink Lease Administration  
Lease ID: \_\_\_\_\_
- (e) PROPERTY: The Property located at 1000 Bruce Etheridge Parkway, Pell City, Alabama, 35125 and legally described in attached Exhibit A.
- (f) PREMISES: The Premises are shown on Exhibit B attached to this Lease.
- (g) BUILDING: The Building within which the Premises are located.
- (h) COMMENCEMENT DATE: Upon Closing of the Purchase and Sale

Agreement by and between the parties on the Property dated \_\_\_\_\_, 2013 ("Contract").

- (i) EXPIRATION DATE: Six (6) months after the Closing of the Contract.
- (j) TERM: Six (6) months, beginning on the Commencement Date and expiring on the Expiration Date.
- (k) MONTHLY RENT: \$0.00 per month. This is a no-charge Lease.
- (l) RENTABLE AREA OF THE BUILDING: 53,122 square feet.
- (m) RENTABLE AREA OF THE PREMISES: 11,407 square feet.
- (n) PARKING SPACES: Forty-four (44) non-reserved spaces, at no charge to Tenant in the Parking Lot adjacent to the Building.
- (o) BROKER: No Brokers are involved in the transaction contemplated by this Agreement.
- (p) RENEWAL TERMS: There are no renewal options in this Lease.

1.2 Exhibits. The following addendum and exhibits are attached to this Lease and are made part of this Lease:

EXHIBIT A - Property Legal Description  
EXHIBIT B - The Premises

## **ARTICLE 2 -- AGREEMENT AND USE**

Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, according to this Lease, for a period beginning on the Commencement Date and ending on the Expiration Date. Landlord grants Tenant a nonexclusive license for the Term to use the hallways, entryways, stairs, elevators, driveways, common restrooms, vending areas, lobby areas, and all other areas and facilities in the Property that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant with Landlord and other tenants of the Property (the "Common Areas") in common with others entitled to use the Common Areas, subject to the terms and conditions of this Lease. Tenant will not use the Premises for any purpose prohibited by applicable law. Landlord will not materially alter, close off, or change the use of any of the Common Areas without Tenant's prior written consent.

### **ARTICLE 3 -- DELIVERY OF PREMISES**

Landlord will deliver possession of the Premises to Tenant "AS-IS" in its condition on the Commencement Date. Tenant acknowledges that Tenant is not relying upon any representations or warranties made by Landlord or Landlord's agents or employees as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose.

### **ARTICLE 4 -- RENT**

Tenant will pay no Monthly Rent to Landlord for the Premises.

### **ARTICLE 5 – INTENTIONALLY DELETED**

### **ARTICLE 6-- INSURANCE AND WAIVER**

6.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance, from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Building is located:

(a) "All Risk" property insurance covering Tenant's fixtures, equipment and other personal property in an amount not less than full replacement cost.

(b) Commercial General Liability insurance with an occurrence limit of not less than \$1,000,000 and an aggregate of \$2,000,000. Tenant will include Landlord as an additional insured and provide Landlord upon request with evidence of such insurance coverage.

(c) Employer's Liability with a limit of \$1,000,000 and Statutory Worker's Compensation pursuant to the Workers Compensation laws of the state where the Building is located.

6.2 Landlord's Insurance. At all times during the Term, Landlord will carry and maintain fire and extended coverage insurance covering the Building, and its equipment in amounts not less than their full replacement cost. Landlord will also carry Commercial General Liability insurance with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.3 Waiver of Subrogation. Landlord and Tenant waive any claims arising out of or relating to this Lease that they may have against each other to the extent such claims are covered by property insurance policies required to be carried under this Lease. Landlord and Tenant agree that they will cause their respective insurers, or their authorized representatives, to issue appropriate waiver of subrogation rights provisions to all property insurance policies required to be maintained under this Lease.

6.4 Indemnification. Each party will defend, indemnify, and hold harmless the other party, the other party's affiliates, and their officers, directors, agents and employees from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees (collectively, "Liabilities"), resulting from the indemnifying party's breach of any material duty, representation, or warranty contained in this Lease, except there will be no

obligation to indemnify, defend, and hold harmless where Liabilities result from the negligence or misconduct of the other party. Each party agrees to, (i) promptly notify the negligence or misconduct of the other party in writing of any indemnifiable claim, (ii) give the other party the opportunity to defend or negotiate a settlement of any such claim at such other party's expense, and (iii) cooperate fully with the other party, at that other party's expense, in defending or settling such claim. Each party reserves the right, at its own expense, to participate in the defense of any matter otherwise subject to indemnification by the other party. In no event will either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to any loss of use, loss of business, or loss of profit.

## ARTICLE 7 -- COMPLIANCE WITH LAWS

### 7.1 Environmental Matters.

#### (a) Landlord's Obligations.

(1) Landlord covenants that, during the Term of this Lease, it will not cause or permit the treatment, storage, or disposal of any "Hazardous Waste" (as defined in Section 7.1(d)(2)) in, on or about any part of the Property by Landlord, its agents, employees, or contractors in violation of any "Environmental Laws" (as defined in Section 7.1(d)(1)), and it will permit the introduction of other "Hazardous Materials" (as defined in Section 7.1(d)(1)) to the Property only in compliance with all Environmental Laws.

(2) Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all reasonable, actual, and direct claims, costs, liabilities and penalties, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, CERCLA or other cleanup, or restoration of the Property that occur as a result of Landlord's introduction of Hazardous Wastes upon the Property. Landlord's obligations under this Section will survive the expiration or other termination of this Lease.

(4) If removal, cleanup, or restoration work materially interferes with Tenant's use of the Premises, in Tenant's sole determination, then, without limiting Tenant's other available rights and remedies, if such removal, cleanup, or restoration work continues for a period in excess of 14 days, Tenant may terminate this Lease, at no penalty, upon notice to Landlord, such termination to be effective as of the termination date designated in Tenant's termination notice.

#### (b) Tenant's Obligations.

(1) Tenant will not cause the storage, treatment or disposal of any Hazardous Materials in, on, or about the Premises or any part of the Property in violation of any Environmental Laws. Tenant will not permit the Premises to be used or operated in a manner that may cause the Property or any part of the Property to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(2) Tenant will be solely responsible for and will defend, indemnify

and hold Landlord, its agents, and employees harmless from and against any and all reasonable, actual, and direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with Tenant's introduction of Hazardous Materials to the Property in violation of Environmental Laws. Tenant's obligations under this Section will survive the expiration or other termination of this Lease.

(c) **Mutual Obligations.** Each party will promptly notify the other party of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Property; and (ii) all claims made or threatened by any third party against Tenant, Landlord or any part of the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Property or any part of the Property.

(d) **Definitions.**

(1) "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. §§ 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. §§ 651, et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

(2) "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. §§ 6901-6987.

## **ARTICLE 8 -- LANDLORD'S SERVICES**

8.1 **Landlord's Services.** Landlord will maintain, repair and restore the Common Areas of the Property, the windows, the roof, the mechanical, HVAC, plumbing, and electrical systems of the Building, and the structure of the Building in reasonably good order and condition. During Business Hours (defined below), Landlord will furnish the Premises with (a) electricity for lighting and the operation of typical business machines and computers; and (b) heat and air conditioning reasonably required for the comfortable occupation of the Premises, Tenant will be entitled to access to the Premises 24 hours per day, seven days per week. As used herein, "Business Hours" means 7:00 a.m. to 7:00 p.m. on Monday through Saturday, except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Tenant will have the right to purchase, at Landlord's cost with no mark-up, for use during Business Hours and non-Business Hours, the services described in clauses (a), (b), and (c) above in excess of those which Landlord has agreed to furnish. Landlord acknowledges that this Lease is a full-service lease, and that all costs of services and utilities to be provided by Landlord are included as expenses of Landlord covered in the Operating Expenses, with the

exception of: (i) excess services purchased by Tenant in accordance with this Section 8.1; and (ii) janitorial services to the Premises, which will be the responsibility of Tenant.

8.2 Interruption of Services. In the event of any interruption of any utility or other service to the Premises, Tenant will have the following rights:

(a) If the interruption lasts for one full business day, Tenant will have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to restore the interrupted service. Any costs and expenses so incurred by Tenant will be reimbursed by Landlord upon demand. Whether or not Tenant exercises its self-help right, rent will be abated from the date of service interruption until the date the service is fully restored.

(b) If the interruption lasts for 30 calendar days, Tenant will have the right to terminate the Lease, without penalty, upon notice to Landlord, such termination to be effective as of the termination date designated on Tenant's termination notice.

## **ARTICLE 9 -- TENANT'S CARE OF THE PREMISES**

Tenant will maintain the Premises in a clean and orderly condition and will be responsible for providing janitorial services to the Premises. Tenant will have the right to make any alterations to the Premises as Tenant will desire; provided, however, that Tenant will not make or allow to be made any alterations, additions, or improvements to or of the Premises that reduce the value of the Premises or violate any applicable law. Tenant will not be required to remove any such alterations, additions or improvements from the Premises upon expiration or earlier termination of this Lease, unless Landlord notifies Tenant in writing, at the time the applicable alteration, addition or improvement is made, that it requires such removal. In no event, however, will Landlord require Tenant to remove either: (a) the initial improvements made to the Premises prior to the Commencement Date, or (b) any alterations, additions or improvements that are customary for normal office tenants.

## **ARTICLE 10 -- END OF TERM**

10.1 End of Term. At the end of this Lease, Tenant will promptly quit and surrender the Premises in its then as-is, broom clean condition. Tenant will remove all of Tenant's furniture, trade fixtures, signage, equipment, and other personal property. Tenant will have the right, but will not be obligated, to remove its wiring and other systems. Tenant's obligations under this Article will survive the expiration or other termination of this Lease.

## **ARTICLE 11—DEFAULT**

11.1 Events of Default. The occurrence of any one of the following events will constitute an "Event of Default" hereunder by Tenant:

(a) Unless otherwise specifically noted in this Lease, the failure by Tenant to observe or perform any of the covenants or other provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after written notice

thereof from Landlord to Tenant after such failure; provided that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

#### 11.2 Remedies of Landlord.

(a) On the occurrence of an Event of Default, Landlord will have the following rights:

(1) To terminate this Lease, in which case Tenant's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the term fixed in such notice were the end of the Term.

(2) To lawfully reenter and take possession of the Premises, expel Tenant and remove the effects of Tenant, using such force for such purposes as may be reasonably necessary, and without prejudice to any remedies for arrears of Monthly Rent or other amounts payable under this Lease. In such case, Landlord may, without being obligated to and without terminating the Lease, relet the Premises for the account of Tenant on such conditions and terms as Landlord may determine, and Landlord may collect and receive the rent. Tenant will pay to Landlord Monthly Rent and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable, direct, and actual expenses in connection with such reletting.

(3) To cure any Event of Default and to charge Tenant for the cost of effecting such cure, including without limitation reasonable attorneys' fees and interest provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

(b) Upon any Event of Default hereunder by Tenant, Landlord will be required to use commercially reasonable efforts to mitigate its damages.

11.3 Landlord's Default. In the event of any default by Landlord in the performance of its obligations under this Lease, Tenant will deliver to Landlord written notice of such default.

(a) If Landlord fails to cure such default within one business day after written notice of such default (the "Cure Period"), Tenant will have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to cure Landlord's default. Any costs and expenses incurred by Tenant to cure such default will be reimbursed by Landlord upon demand. Whether or not Tenant exercises its self-help right, rent will be abated from the date following expiration of the Cure Period until the date the specified default is cured by Landlord.

(b) If Landlord fails to cure any default within 30 days after receipt of notice of such default, Tenant will have the right to terminate this Lease, without penalty, upon notice to Landlord, such termination to be effective as of the termination date designated on Tenant's



termination notice.

11.4 Remedies Not Exclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or at law or in equity.

## **ARTICLE 12 –INTENTIONALLY DELETED**

## **ARTICLE 13 -- OPTION TO RENEW**

Tenant will have no options to renew the Term of this Lease.

## **ARTICLE 14 – INTENTIONALLY DELETED**

## **ARTICLE 15 – GENERAL**

15.1 Assignment and Subletting. Tenant will not sublease all or a part of the Premises, and will not assign the Lease or any interest in the Lease, without the prior written consent of Landlord, which will not be unreasonably withheld, conditioned, or delayed. If Landlord does not consent or object in writing to such proposed sublease or assignment within 10 days after delivery of Tenant's request for consent, Landlord's consent will be deemed given. Notwithstanding the foregoing, Tenant will have the right to sublet or assign this Lease, without Landlord's consent, to a Tenant Affiliate (as defined below), on the same terms and conditions hereof. Any such sublessee or assignee will have a similar right to assign this Lease, without Landlord's consent, to a Tenant Affiliate, on the same terms and conditions hereof. Tenant will provide to Landlord a copy of each such assignment or subletting agreement within 30 days following such assignment or subletting. As used herein, "Tenant Affiliate" means any corporation or entity which controls, is controlled by, or is under common control with, Tenant, or any corporation or entity that purchases substantially all of Tenant's or its parent's assets or which results from a merger or consolidation with Tenant. Upon any assignment of this Lease as permitted by this Section 15.1, Tenant will be relieved of all obligations and liabilities arising hereunder after the date of the assignment.

15.2 Notices. Any notice or other communication required or permitted under this Lease must be in writing and will be deemed to have been given when personally delivered, deposited with any nationally recognized overnight carrier that routinely issues receipts, or deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at its address set forth in Section 1.1. Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days' prior written notice of such change to the other party in the manner prescribed in this Section.

15.3 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to this Lease, except the Broker named in Section 1, if any.

15.4 Signs. Tenant will be entitled to retain, in compliance with all applicable Laws,

all signage on the exterior of the Building and on the monument sign containing Tenant's name, logo, or other pertinent business information.

15.5 Intentionally Deleted.

15.6 Governing Law. This Lease will be governed by the internal laws of the state in which the Property is located, without reference to its conflict of laws provisions.

15.7 Binding Effect. This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators and assigns, except as otherwise provided in this Lease.

15.8 JURY WAIVER. IF ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM IS BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER OR THEIR SUCCESSORS OR ASSIGNS WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE USE AND OCCUPANCY OF THE PREMISES, THE RELATIONSHIP BETWEEN LANDLORD AND TENANT, ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY, LANDLORD AND TENANT EACH HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY.

15.9 Authority. Each of the parties executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such party is authorized to do so by requisite action of the party to this Lease.

15.10 Time of the Essence. Time is of the essence for the performance of all obligations under this Lease.

15.11 Quiet Enjoyment. Provided Tenant performs all of the other material covenants and conditions of this Lease to be performed by the Tenant hereunder, Tenant will be entitled to the quiet enjoyment and possession of the Premises without hindrance, disturbance, or molestation by Landlord, its agents, or other tenants, subject to the terms and conditions of this Lease.

15.12 Gender. Masculine or feminine pronouns may be substituted for each other or for the neuter form or vice versa, and the plural may be substituted for the singular or vice versa in any place or places herein where the contract requires such substitutions.

15.13 Damage and Destruction.

(a) If the Premises or a portion of the Building necessary for Tenant's occupancy is damaged during the Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Landlord will repair or rebuild the Premises and Building to substantially the same condition as immediately prior to such destruction. If the Premises or Building are damaged to the extent that it would take, in Landlord's reasonable judgment, more than 30 days to repair, then Tenant may terminate this

Lease upon notice to Landlord. In the case of uninsurable casualty, Tenant may terminate this Lease upon notice to Landlord, unless Landlord repairs such damage within 30 days after the date of casualty.

(b) Regardless of the estimated time for repairs as set forth in Landlord's notice pursuant to subsection (a) above, if the repairs have not been completed within 120 days after the date of the casualty, the Tenant will have the right to terminate this Lease upon notice to Landlord given at any time prior to completion of such repair.

15.14 Estoppel Certificates. At any time and from time to time but within 10 days after prior written request by Landlord, Tenant will execute, acknowledge and deliver to the requesting party a certificate certifying that: (a) this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification; (b) the date, if any, to which sums payable under this Lease have been paid; and (c) other statements that may be reasonably requested. Any such certificate may be relied upon by any prospective purchaser, lease assignee, or sublessee, or existing or prospective mortgagee or beneficiary under any deed of trust of the Building or any part of the Property. Landlord agrees to pay Tenant a fee of \$300 for each estoppel certificate requested from Tenant.

15.15 Tenant's Name. Landlord is prohibited from using Tenant's name, logo, mark, or any other identifying symbol as a business reference, in any advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

15.16 Confidentiality. Except to the extent such disclosure is required by applicable laws, Landlord will not disclose, and will ensure that its partners, joint venturers, agencies, managers, and employees do not disclose, the terms of this Lease to any person or entity other than Landlord's lenders, partners, joint venturers, members, managers, employees, and professional advisors. Before any such disclosure to Landlord's lenders or professional advisors, Landlord will notify such lenders and professional advisors of the confidential nature of the terms of this Lease and prohibit further disclosure of same by such lenders and professional advisors.

15.17 No Liens. In no event will Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any furniture, trade fixtures, signage, equipment, wiring, systems and other personal property of Tenant located in or about the Premises.

15.18 Telecommunications Lines. Tenant will have the right to choose its telecommunications provider for the Premises, and Landlord will have no right to prohibit Tenant from connecting the Premises to any particular telecommunications provider.

15.19 Secured Access. Notwithstanding any provision hereof to the contrary, Landlord and Landlord's agents, including but not limited to individuals providing janitorial services, property manager, and building engineers, shall make all such entries into the Premises (except in an emergency) by first obtaining a security badge from Tenant (including execution of such

related paperwork as reasonably required by Tenant) and utilizing a card key provided by Tenant (so that such entries are reflected in Tenant's security system records for the Premises) and not by use of a master key.

LANDLORD:

**City of Pell City, Alabama**

By: \_\_\_\_\_  
Name: Joe Funderburg, Mayor

Date: \_\_\_\_\_

TENANT:

**CenturyTel of Alabama, LLC  
d/b/a CenturyLink**

By: \_\_\_\_\_  
Name: LaRae Dodson  
Vice-President of Real Estate

Date: \_\_\_\_\_

## Exhibit A to Office Lease Agreement

### (Legal Description of the Property)

**Parcel 1:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 114.17 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 44 seconds to the tangent of a curve to the left having a central angle of 0 degrees 44 minutes 20 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 36.42 feet to the point of beginning of this Parcel 1, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to a point; thence turn an interior angle of 66 degrees 34 minutes 00 seconds and run to the right in a northeasterly direction a distance of 205.87 feet to a point of curvature; thence run along the arc of a curve to the right having a central angle of 31 degrees 43 minutes 52 seconds and a radius of 456.22 feet in a northeasterly direction a distance of 252.66 feet to a point; thence run tangent to last described curve in a northeasterly direction a distance of 264.11 feet to a point on the southwesterly right of way line of U.S. Highway 231; thence turn an interior angle of 81 degrees 44 minutes 21 seconds to the tangent of a curve to the right having a central angle of 11 degrees 35 minutes 02 seconds and a radius of 2823.47 feet and run to the right along the arc of said curve in a southeasterly direction and along the southwesterly right of way of U.S. Highway 231 a distance of 570.84 feet to the point of beginning of this Parcel 1.

**Parcel 2:** A tract of land situated in the southeast quarter of the southeast quarter of Section 1, and the northeast quarter of the northeast quarter of Section 12, all in Township 17 South, Range 3 East, St. Clair County, Alabama, and being more particularly described as follows: Commence at the southeast corner of the southeast quarter of the southeast quarter of Section 1, Township 17 South, Range 3 East, St. Clair County, Alabama, and run in a westerly direction along the south line of said Section 1 a distance of 120.50 feet to a point on the southwesterly right of way of U.S. Highway 231; thence deflect 68 degrees 45 minutes 13 seconds to the tangent of a curve to the left having a central angle of 0 degrees 43 minutes 49 seconds and a radius of 2823.47 feet and run right to left in a northwesterly direction along the arc of said curve and along said right of way a distance of 35.99 feet, said point being the point of intersection of the southwesterly right of way of U.S. Highway 231 with the northerly line of a 100' Alabama Power Company easement; thence deflect 75 degrees 00 minutes 33 seconds from the tangent of last described curve and run to the left in a southwesterly direction along the northerly line of said Alabama Power Company easement a distance of 658.85 feet to the point of beginning of this Parcel 2; thence continue along last described course along said northerly line of said Alabama Power Company easement a distance of 39.75 feet to a point; thence turn an interior angle of 58 degrees 24 minutes 09 seconds and run to the right in a northerly direction a distance of 289.41 feet to a

point on a curve to the left having a central angle of 08 degrees 09 minutes 51 seconds and a radius of 456.22 feet; thence deflect 180 degrees 00 minutes 00 seconds to the tangent of said curve and run left in a southwesterly direction along arc of said curve a distance of 65.01 feet to end of said curve; thence continue in a southwesterly direction a distance of 205.87 feet to the point of beginning of this Parcel 2.

**Exhibit B to Office Lease Agreement**

(The Premises)

[A diagram of the Premises on the Second Floor will be inserted].