

Bank Owned Commercial Auction

SELMA, ALABAMA

*Commercial Office
& Warehouse*

*17,000± Total
Square Feet*



**BIDDING ENDS
2PM (CDT)
APRIL 16TH**

800.742.9165

**Seven  Hills
AUCTIONS**

7HAUCTIONS.COM

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CONTACT INFORMATION



Buddy Lee, CAI
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BIDDING ENDS APRIL 16TH, NOON (EDT)
AT 7HAUCTIONS.COM

Dear Prospective Bidders,

Join us for an online auction of prime commercial real estate properties in the heart of Selma, Alabama. Commissioned by a leading super-regional bank, Seven Hills Auction presents two commercial buildings totaling over 17,000 square feet, situated on just over an acre of land. The main facility is partially occupied by two reputable tenants and offers ample parking for new occupants. Don't miss this opportunity to acquire income-producing commercial property in a vibrant location.

The information contained in this package has been prepared to assist you in your pre-auction due diligence. Please review this information carefully before bidding. We certainly appreciate your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165. Our staff of auction professionals are ready to answer any questions you may have. This is an unique opportunity to own a breathtaking property on Lake Lanier in Hall County, Georgia don't miss out!

Good luck!

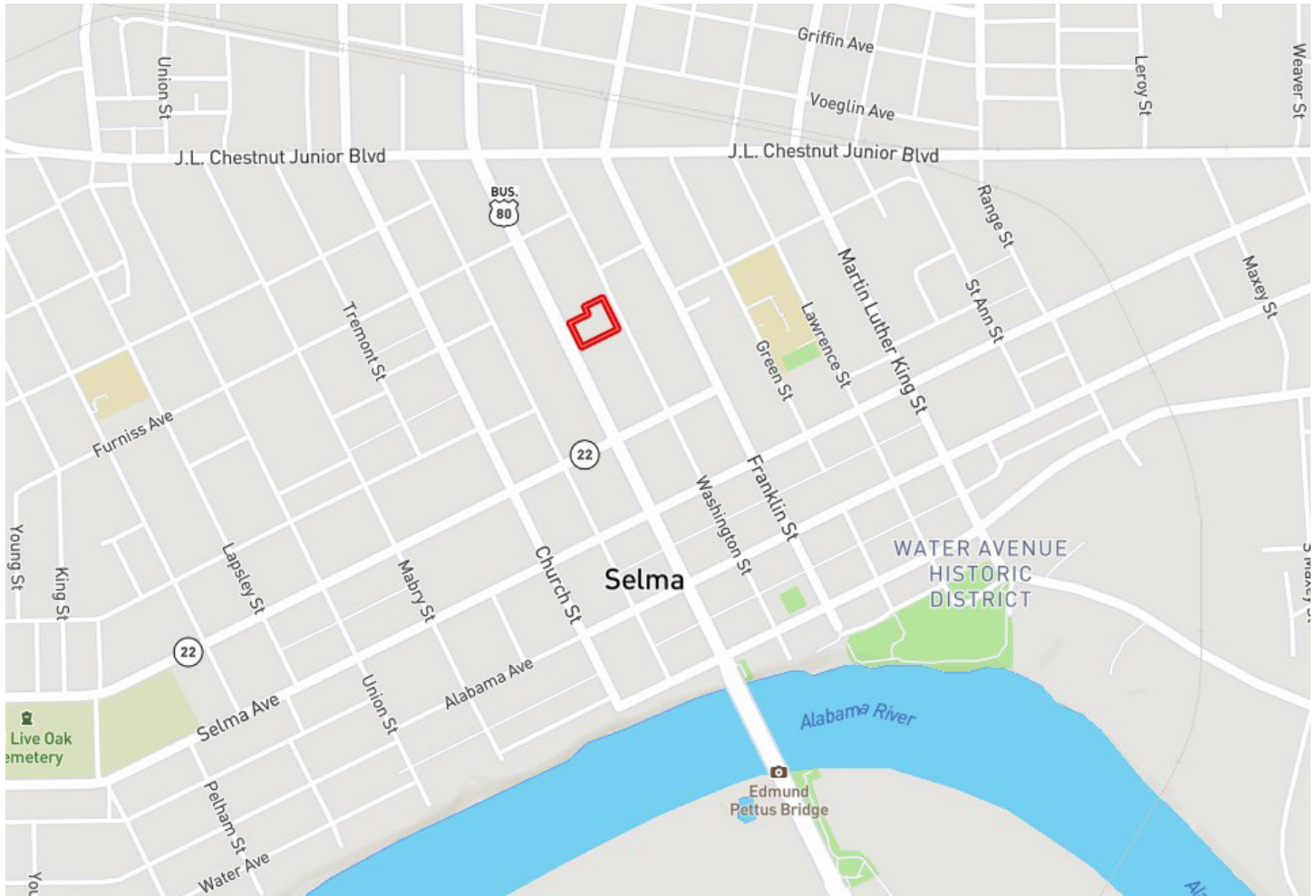
Sincerely,

A handwritten signature in blue ink, appearing to read "Buddy Lee".

Buddy Lee, CAI
Founder / President

DISCLAIMER

All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.







PROPERTY 6067 -

Address: 420 Broad Street
Selma, Alabama 36701

County: Dallas

Parcel Identification: 27-11-07-36-1-004-034.000; 27-11-07-36-1-004-034.001;
27-11-07-36-1-004-031.000; 27-11-07-36-1-004-030.000;
27-11-07-36-1-004-029.000

Lat/Lon: 32.41185, -87.02181

Total Land Area: 1.02± Acres

OFFICE BUILDING

Year Built: 1950

Square Feet: 14,734±

WAREHOUSE

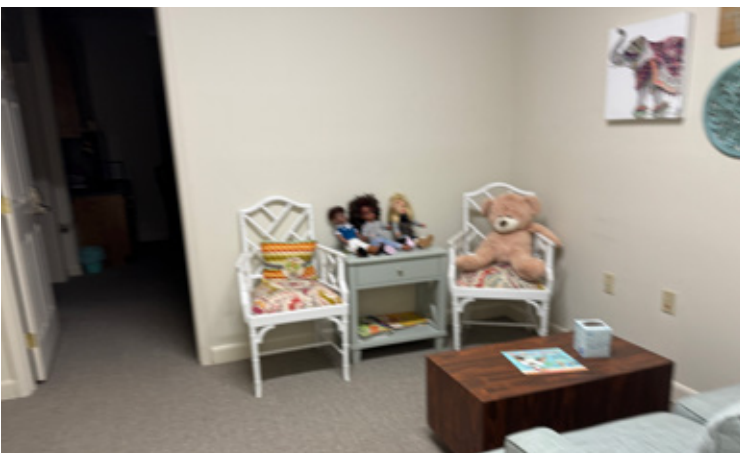
Year Built: 1998

Square Feet: 3,000±





PROPERTY PHOTOS







OPPORTUNITY ZONE OVERVIEW

The subject property is located within a designated Qualified Opportunity Zone. The information below has been derived from the Internal Revenue Service's website and highlights some of the main features about Opportunity Zones:

What is an Opportunity Zone?

An opportunity zone is an economically-distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment. Localities qualify as opportunity zones if they have been nominated for that designation by the state and that nomination has been certified by the Secretary of the U.S. Treasury via his delegation of authority to the Internal Revenue Service.



What is the purpose of Opportunity Zones?

Opportunity zones are an economic development tool—that is, they are designed to spur economic development and job creation in distressed communities.

How do Opportunity Zones spur economic development?

Opportunity zones are designed to spur economic development by providing tax benefits to investors. First, investors can defer tax on any prior gains invested in a Qualified Opportunity Fund (QOF) until the earlier of the date on which the investment in a QOF is sold or exchanged, or December 31, 2026. If the QOF investment is held for longer than 5 years, there is a 10% exclusion of the deferred gain. If held for more than 7 years, the 10% becomes 15%. Second, if the investor holds the investment in the Opportunity Fund for at least ten years, the investor is eligible for an increase in basis of the QOF investment equal to its fair market value on the date that the QOF investment is sold or exchanged.

Do I need to live in an opportunity zone to take advantage of the tax benefits

No. You can get the tax benefits, even if you don't live, work or have a business in an opportunity zone. All you need to do is invest a recognized gain in a Qualified Opportunity Fund and elect to defer the tax on that gain.

We recommend you discuss and review opportunity zone information with your accountant for a complete review of how it can impact you. More comprehensive information about opportunity zones can be found on the IRS website at:

<https://www.irs.gov/newsroom/opportunity-zones-frequently-asked-questions#general>

STATE OF ALABAMA)
 :
 COUNTY OF DALLAS)

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the 19th day of August, 2015 by and between **Trustmark National Bank**, a national banking association ("Lessor"), and **Alabama Ag Credit, FLCA**, a federally chartered instrumentality that is part of the Farm Credit System ("Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. **PREMISES.** Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from Lessor, subject to all of the terms and provisions hereof, a portion of that certain building having an address of **420 Broad Street, Selma, Alabama 36701** (the "Building"), identified as **Suite A** and containing approximately **2,455** square feet as depicted on Exhibit A attached hereto (the "Premises"), together with a non-exclusive license to use the parking lot, sidewalks, and other common areas associated with the Building (the "Common Areas").

2. **TERM.** The initial term of this Lease shall be for five (5) years, commencing **October 1, 2015** (the "Commencement Date") and ending **September 30, 2020** (the "Initial Term"). The Initial Term shall, thereafter, automatically be extended for one (1) additional period of five (5) years beginning **October 1, 2020** and ending **September 30, 2025** (hereinafter the "Extension Period") unless Lessee gives notice to Lessor, not later than one hundred twenty (120) days prior to the end of the Initial Term, that it has elected not to extend the Initial Term of this Lease for the Extension Period. The Initial Term, together with the Extension Period, if applicable, is hereinafter referred to collectively as the "Term".

3. **USE.** The Premises may be used for Lessee's business operation or any other lawful use. Lessee shall have the right to terminate this Lease should Lessee's use and occupancy of the Premises for a retail bank office be at any time prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority.

4. **RENTAL.** Lessee shall pay to Lessor rent calculated at a rate of Fifteen and No/100 Dollars (\$15.00) per square foot per year (i.e., \$36,825.00 per year payable at \$3,068.75 per month), in advance on or before the first day of each calendar month during the Initial Term of the Lease. In the event the Lease is extended for the Extension Period as provided in paragraph 2 above, Lessee shall pay to Lessor rent calculated at a rate of Sixteen and 50/100 Dollars (\$16.50) per square foot per year (i.e., \$40,507.50 per year payable at \$3,375.62 per month), in advance on

or before the first day of each calendar month during the Extension Period. Lessor and Lessee hereby acknowledge and agree that this is a "gross lease" and Lessee shall have no obligation to pay any charges for or contribute towards the cost of maintenance of the Common Areas, taxes, insurance or otherwise except as expressly set forth herein.

5. LESSOR'S WORK. On or before the Commencement Date, Lessor shall replace all carpet within the Premises and construct the walls and doors appurtenant to the Premises as shown on Exhibit A and as more particularly described on Exhibit B attached hereto and made a part hereof ("Lessor's Work"). Except for Lessor's Work, Lessor shall not be obligated to perform any work to the Premises prior to the Commencement Date and Lessee accepts the Premises in its "AS IS" condition. Lessor shall cause Lessor's Work to be performed in a good and workmanlike manner, in all material respects in accordance with Exhibit A and Exhibit B.

6. ALTERATIONS AND TRADE FIXTURES. With Lessor's written consent, which consent shall not be unreasonably withheld or delayed, Lessee may make any alterations, additions or improvements to the Premises provided the same do not affect the structural integrity of the building on the Premises. Any structural alterations, additions or improvements shall require the prior written consent of the Lessor, which consent will not be unreasonably withheld or delayed. Any structural alterations, additions, and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner. No such alteration by Lessee permitted herein shall violate any lawful rule or regulation, or zoning restriction or other law, or ordinance or regulation applicable thereto. Lessee shall not permit any liens to attach to the Premises on account of work done or performed by Lessee and shall pay all costs for and save the Lessor harmless on account of any claims of mechanics, materialmen or any liens in connection with any such alterations, additions or improvements made by or for Lessee. Lessee shall have the right to place on the Premises Lessee's trade fixtures, equipment and other personal property of Lessee or others using the Premises with Lessee's permission. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed upon the Premises by Lessee, provided Lessee's covenant as to the condition of the Premises shall apply on account thereof. Lessor hereby expressly waives and releases any "landlord's lien" or other security interest, whether statutory, contractual or otherwise, in and to any and all trade fixtures, equipment and other personal property of Lessee or others using the Premises with Lessee's permission.

7. REPAIRS AND MAINTENANCE. Lessee shall maintain the interior of the Premises in good order and repair and surrender the Premises, at the expiration of the Term of the Lease or at such other time as Lessee may vacate the Premises, in as good condition as when received or as they may be put during the term of the Lease, ordinary wear and tear excepted. Upon notice by Lessee, Lessor shall promptly make or cause to be made all necessary repairs to the Premises and Common Areas; provided that Lessor shall have no responsibility to repair or maintain any equipment or furnishings owned by the Lessee. If any repairs are made to repair damage caused by Lessee or Lessee's agents, employees, licensees or invitees, Lessee shall promptly reimburse Lessor for the cost of repairs. Lessee shall promptly report in writing to Lessor any defective condition within the Premises which Lessor is required to repair. Notwithstanding the foregoing, Lessee shall be solely responsible for providing janitorial services to the Premises.

8. TAXES AND SPECIAL ASSESSMENTS. Lessor shall be solely responsible for payment of all real estate ad valorem taxes assessed against the Premises and the real property of which it is a part, and shall pay same prior to delinquency. Lessee shall be solely responsible for and pay all taxes imposed on its own personal property. During the Extension Period, in the event the real estate ad valorem tax millage rate is increased more than 10% over the real estate ad valorem tax millage rate for the last full year of the Initial Term, Lessee shall pay a pro rata share of the increase based on Lessee's leased square footage.

9. UTILITIES. Lessee shall pay for telephone, cable television and internet if used by Lessee at the Premises. Lessor shall promptly pay for electrical, sanitary sewer, natural gas and water service to the Premises.

10. SIGNS. Lessee may, at Lessee's own risk and expense, erect or place signs concerning the business of the Lessee on the Premises. Lessee's signs shall conform to the City sign ordinance and Lessee shall submit all sign specifications to Lessor for approval prior to installation of any signs; provided, however, that Lessor's approval of such sign specifications shall not be unreasonably withheld, conditioned or delayed. At the termination of the Lease, Lessee shall promptly remove all signs and repair any and all damage to the Premises as a result of such removal. Lessee agrees to maintain said signs in good state of repair.

11. INSPECTION. Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the Premises at any reasonable times during normal business hours and to permit Lessor to make such repairs to the Premises which Lessor may deem desirable or necessary for its safety or preservation, and which Lessee has not covenanted herein to do or has failed to do. Such permission as is granted hereby to Lessor shall not be deemed to require Lessor to do any act unless specifically provided for in this Lease.

12. INDEMNIFICATION OF LESSOR AND LESSEE. Lessee agrees to indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises or resulting from or attributable to the occupancy or use by Lessee of said Premises or any part of thereof, or where such is occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees.

Lessor agrees to indemnify Lessee and save Lessee harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises, where such is occasioned wholly or in part by any act or omission of Lessor, its agents, contractors, employees, servants, invitees or licensees.

13. INSURANCE.

A. Lessor's Insurance. Lessor agrees to provide and keep in force during the term of this Lease insurance covering the Building and all other improvements associated therewith. Lessor's insurance coverage shall not be required to cover any of Lessee's personal property and Lessee shall not have any claim against any of the proceeds of Lessor's coverage.

B. Public Liability and Property Damage Insurance. Upon possession, Lessee agrees and covenants to provide and keep in force such general comprehensive public liability and property damage insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for injury or death to any one person and One Million and No/100 Dollars (\$1,000,000.00) for injury or death for any one accident, together with Five Hundred Thousand and No/100 Dollars (\$500,000.00) for damage to property.

C. All policies evidencing the insurance required shall be taken out and maintained in generally recognized, responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered.

14. DAMAGE OR DESTRUCTION. In the event that the Premises shall be partially damaged by fire or other casualty such damage shall be restored by Lessor to a condition similar to that prior to such damage as soon as may be reasonably practicable after such damage, and the rent, until such repairs shall be made, shall be apportioned according to the part of the Premises which is useable by the Lessee. Any insurance proceeds payable to Lessor on account of such damage or destruction from the insurance to be maintained by Lessor hereunder shall be payable to and belong solely to Lessor; provided, however, Lessor shall apply any proceeds from any insurance payable on the account of such damage or destruction toward the cost of its restoration as provided herein. Upon completion by Lessor, full rental shall commence. Notwithstanding the foregoing, any insurance proceeds payable to Lessee on account of such damage or destruction from the insurance to be maintained by Lessee hereunder shall be payable to and belong solely to Lessee.

In the event that the Premises shall be totally or partially destroyed or damaged by fire or other cause so that the same cannot be restored or rebuilt within thirty (30) days from the date of such destruction (and if this be so, Lessor shall so notify Lessee within fifteen (15) days after the damage), then either party shall have the option to terminate this Lease as of the date of such destruction, and the rent shall be paid up to the time of such destruction, or apportioned and refunded, as the case may be. Upon the exercise of such option by either party to terminate this Lease, the same shall cease and terminate as of the date of such destruction.

15. CONDEMNATION. If any portion of the Premises shall be acquired or condemned by eminent domain or taken under threat of eminent domain, whether voluntary or not, for any public or quasi public use or purpose, and such acquisition or condemnation renders the Premises unfit for the purpose for which they are leased herein, then and in that event this Lease shall, at the sole option of Lessee, terminate; such termination to be effective from the date of effective taking, or of title vesting in such proceeding, whichever shall first occur, and neither party shall have any claim against the other for the value of the unexpired term of said Lease. In

the event of any taking of the Premises which does not permit a cancellation of this Lease, then the provisions of this Lease shall remain in full force and effect, except that the rent shall be equitably reduced.

16. SUBORDINATION. Lessor and Lessee agree that, as to any mortgage or mortgages which are presently upon or which may be placed upon the Premises after the date hereof by Lessor, this Lease shall be subordinate; provided, however, that the mortgagee of any such mortgage shall agree that the Lessee's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an action to foreclose or thereafter, the Lessee shall not be in default in the payment of rent or in the performance of other obligations under this Lease. Notwithstanding the foregoing, if such mortgagee shall foreclose on Lessor's interest, then such mortgagee shall have all rights of Lessor as if it were an original Lessor under this Lease and Lessee shall attorn to such mortgagee without the need for any further evidence thereof. Lessee agrees, upon demand, without costs, to execute any instrument as may be necessary to effectuate such subordination, which instruments shall include, among other provisions required by the mortgagee, an agreement on the part of the Lessee to attorn to any and all of Lessor's successors in interest to the Premises resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure. Lessee agrees to cooperate with Lessor in providing documentation and executing such instruments.

17. NOTICES. All notices or demands given or required to be given hereunder shall be in writing and, if to Lessor, hand delivered or sent by United States certified mail, postage prepaid, or by overnight delivery such as Federal Express or UPS, addressed to the Lessor at: 248 East Capitol Street, Suite 517, Jackson, Mississippi 39201, Attention Mr. Rodney DePriest; and, if to the Lessee, hand delivered or sent by United States certified mail, postage prepaid, or by overnight delivery such as Federal Express or UPS, addressed to the Lessee at: 2660 Eastchase Lane, Suite 401, Montgomery, Alabama 36117, Attention: Mr. Doug Thiessen; provided that either party by like written notice may designate any different addresses to which subsequent notices shall be sent. All rent due and payable from Lessee to Lessor hereunder shall be sent to the same place as notices to Lessor herein provided.

18. QUIET ENJOYMENT. Lessor agrees that, upon Lessee's compliance with and subject to the terms and conditions of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

19. SURRENDER. At the expiration of the Term, Lessee will quit and surrender the Premises hereby leased in as good state and condition as when delivered to Lessor, ordinary wear and tear and casualty loss excepted. Any holding over by the Lessee shall not operate, except by written agreement, to extend or renew this Lease and no tenancy or any duration shall be created thereby.

20. SUCCESSORS AND ASSIGNS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, their respective heirs and assigns, and shall be binding upon Lessee, its permitted successors and assigns and shall

inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor by the terms of this Lease.

21. EVENTS OF DEFAULT AND LESSOR'S REMEDIES.

A. Events of Default. The following shall be Events of Default and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(1) Failure by Lessee to pay the rent or any other charges to Lessee provided herein after the same become due and payable and the continued failure of Lessee to pay the same for ten (10) days after Lessee's receipt of written notice given by Lessor of said failure;

(2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of thirty (30) days after written notice shall have been given to Lessee by Lessor specifying, in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent (unless such matters cannot be reasonably cured within said thirty (30) day period, in which event there shall be no "default" if within said thirty (30) period Lessee commences to cure same and proceeds with reasonable diligence to cure same); or

B. Remedies on Default. Whenever any such Event of Default shall have occurred and be continuing, the Lessor may take any one or more of the following steps:

(1) Lessor may re-enter and take possession of the Premises, exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;

(2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder; or

(3) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease; provided, however, in no event shall Lessor accelerate any rent or other payments due hereunder from Lessee.

C. Lessor's Performance Upon Lessee's Default. If Lessee should Default hereunder, Lessor may, in addition to the other remedies provided herein, perform the act constituting the default for and on account of Lessee. Lessee hereby authorizes Lessor to come upon the Premises to perform such act and while on the Premises to do any act which Lessor deems proper to accomplish the correction of such default. If the Default by Lessee is the

payment of any sum of money or if Lessor incurs any expense, including reasonable attorney's fees, whether for payment of any sum or for instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee, any such expenditure made by Lessor including interest, costs and damages shall be deemed additional rental and shall be due and payable to Lessor; provided, however, Lessor shall provide to Lessee notice of the amount thereof to Lessee within ten (10) days of the date due.

D. Agreement to Pay Attorney's Fees. In the event that as a result of a default or threatened default by Lessee or Lessor hereunder, Lessor or Lessee should employ attorneys-at-law or incur other expenses in and about the collection of rent or the enforcement of any other obligation, covenant, agreement, term or condition of this Lease, the prevailing party shall be entitled to reimbursement for counsel fees and other expenses reasonably and actually incurred.

22. ENVIRONMENTAL LAW COMPLIANCE:

A. Environmental Laws. Lessor and Lessee acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Premises, concerning the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of business. Lessee and Lessor agree that neither will cause, or permit to be caused on its behalf, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines.

B. Definition of "Toxic or Hazardous Substances". "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(2), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior, abnormalities, cancer, or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

C. Environmental Representations and Warranties. Lessor represents and warrants to Lessee that:

- (1) Neither Lessor nor, to the best knowledge of Lessor, any prior occupant of the Premises is or has been in violation or subject to any existing, pending, or threatened investigation by any governmental authority under any applicable federal, state, or local law, regulation, or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters.
- (2) Neither Lessor nor, to the best knowledge of Lessor, any prior occupant of the Premises, has caused any leak, spill, release, discharge, emission, or disposal of Toxic or Hazardous Substances to have occurred on the Premises to date and to the best knowledge of the Lessor, the soil, groundwater, and soil vapor on or under the Premises is free of Toxic or Hazardous Substances as of the date the Term of this Lease commences.

D. Environmental Indemnity.

- (1) Lessor agrees to indemnify, defend (with counsel satisfactory to Lessee), and hold Lessee and its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising prior to, during or after the Term of this Lease out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Premises, or to a breach of the environmental warranties made by Lessor above, arising from or related to the condition of the Premises prior to the Commencement Date, or caused directly by the Lessor, its officers, employees, contractors, or agents.
- (2) Lessee agrees to indemnify, defend (with counsel satisfactory to Lessor), and hold Lessor and its officers, employees, contractors, and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities, or losses arising prior to, during or after the Term of this Lease out of or in any way relating to the presence, release, or disposal of Toxic or Hazardous Substances on or from the Premises attributable to Lessee's use or occupancy of the Premises.
- (3) The foregoing environmental indemnities shall survive the expiration of the termination of this Lease.

E. Notification Requirements. Lessor and Lessee shall notify the other in writing within thirty (30) days of all spills or releases of any Toxic or Hazardous Substances, all failure to comply with any federal, state, or local laws, and with any regulation or ordinance, all

inspections of the Premises by any regulatory entity concerning the same, all notices, orders, fines, or communications of any kind from any governmental entity or third party that relate to the presence or suspected presence of any Toxic or Hazardous Substances on the Premises or the migration or suspected migration of any Toxic or Hazardous Substances from other property onto or beneath the Premises or to other property from the Premises, and all responses or interim cleanup action taken by or proposed to be taken by any governmental entity or private party on the Premises.

F. Inspection Rights. Lessor and Lessee, and each of its officers, employees, contractors, or agents, shall have the right, but not the duty, to inspect the Premises to determine whether the Premises is in compliance with federal, state, and local laws, regulations, and ordinances pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. Lessee shall also have the right to establish test wells on or near its Premises to monitor whether any chemical levels are increasing on or near the Premises.

G. Corrective Action. If any investigation, site monitoring, containment, cleanup, removal, restoration, or other remedial work (the "Remedial Work") of any kind is necessary under any applicable local, state, or federal laws or regulations, or is required by any governmental entity or other third party because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Premises, all costs and expenses of such Remedial Work shall be paid by the responsible party.

H. Environmental Default Provision. Any unreasonable interference with Lessee's operations resulting from the presence of Toxic or Hazardous Substances on, under, in or adjacent to the Premises or from Remedial Work not caused by Lessee shall be a material default for which Lessee may exercise any remedies set forth in this Lease, including, but not limited to: (a) abating rent, or (b) terminating this Lease.

23. EXHIBITING PREMISES. It is agreed that Lessor may display a sign on the Premises during the last thirty (30) days of the Term, offering the Premises for sale or lease, and may exhibit the Premises for such purpose at reasonable hours during said period.

24. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, of a partnership or of a joint venture, but the relationship between them shall be and remain only that of Lessor and Lessee.

25. BROKERS. Lessor and Lessee acknowledge that there was no broker involved in this transaction. Each party agrees to hold the other harmless from any commission which may be claimed otherwise on account of this Lease.

26. TRANSFER OF TITLE. In the event Lessor transfers this Lease, except as collateral security for a loan, upon such transfer Lessor will cause the transferee to assume all the obligations of Lessor and, thereafter, Lessor will be released from all future covenants, conditions, agreements, liabilities and obligations hereunder from and after the date of such transfer or conveyance; it being intended hereby that the covenants, agreements and conditions contained herein to be performed by Lessor shall, subject as aforesaid, be binding on Lessor, its successors and assigns, only during their respective successive periods of ownership.

27. ESTOPPEL CERTIFICATE. Upon written request by either party hereto to the other, the recipient of such request shall deliver a letter as requested, stating whether this Lease is in full force and effect, and setting forth the date of commencement of the lease term and rent, prepayment or offset of rent, any defaults or violations of the Lease, and any obligations that have not been fulfilled by both parties hereto.

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

29. MARGINAL HEADINGS. The marginal headings or notes are inserted for convenience only and are not to be construed as part of this Lease.

30. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

31. OPTION TO TERMINATE. Lessor agrees to notify Lessee in the event all or any portion of the remainder of the Building is being considered for a retail use. Lessee shall have fifteen (15) days to notify Lessor in writing in the manner and at the address set forth in paragraph 17 of this Lease, of their acceptance or objection to the proposed use. In the event Lessor moves forward with a lease to a new tenant that has been objected to in writing by Lessee, then Lessee shall have the right and option, but not the obligation, to terminate the Lease and will reimburse Lessor for the unamortized cost of Lessor's Work as described in Exhibit A and Exhibit B attached hereto and made a part of the lease. In order to exercise this termination right, Lessee must notify Lessor in writing, in the manner and at the address set forth in paragraph 17 of this Lease, and the termination date shall be not less than one hundred eighty days (180) following the date of such notice.

32. EXCLUSIVE USE. Lessor agrees, during the Term of this Lease, including any extension thereof, that no portion of the Building other than the Premises shall be leased or used primarily as a retail banking or other financial institution. Lessee acknowledges and agrees that the Lessor is a financial institution and its use of the Building will be an exception to this exclusive use provision.

33. PERSONAL PROPERTY AND EQUIPMENT. Except for those items identified on Exhibit C attached hereto, any and all personal property and equipment owned by Lessor and

presently located at the Premises shall be included as part of the Premises and shall be available for Lessee's use and enjoyment throughout the Term of the Lease at no additional cost.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be executed by their respective corporate officers, effective as of the date first hereinabove stated.

LESSOR:

Trustmark National Bank



STATE OF Mississippi)
COUNTY OF Hinds)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that [REDACTED] whose name as [REDACTED] of **Trustmark National Bank**, a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal of office this 20th day of August, 2015.



[REDACTED]
Notary Public

My commission expires: June 21st, 2019

LESSEE:

Alabama Ag Credit, FLCA



STATE OF ALABAMA)

COUNTY OF Montgomery)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that [REDACTED] whose name as [REDACTED] of Alabama Ag Credit, FLCA, a federally chartered instrumentality that is part of the Farm Credit System, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal of office this 19th day of August, 2015.



(Seal)

Notary Public

My commission expires: 3/28/2018

EXHIBIT "A"

PREMISES

(Attached)

EXHIBIT "A"

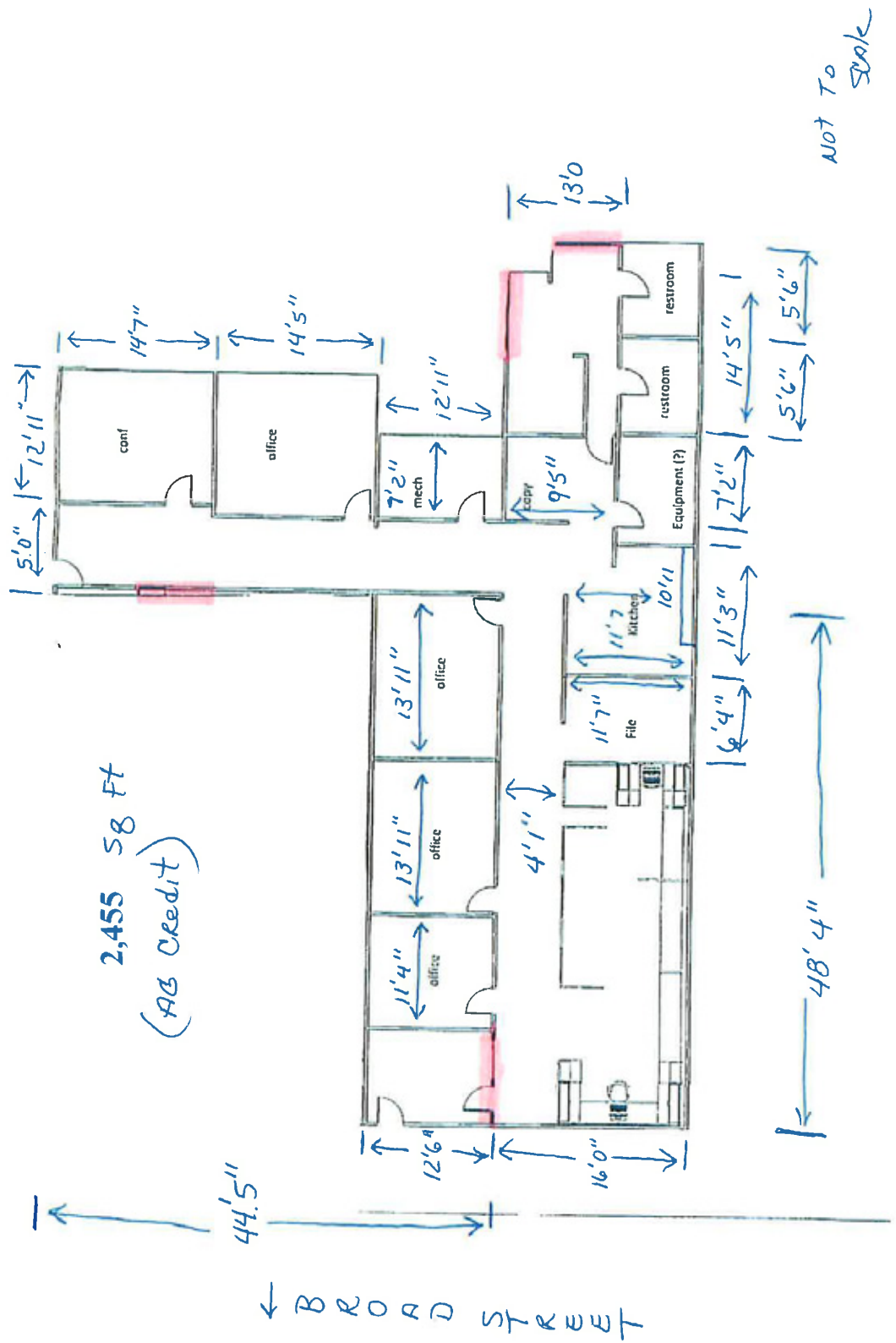


EXHIBIT "B"**LESSOR'S WORK**

Invoices for Lessor's work to be attached to this Exhibit "B" once work is completed.

1. Install 3'0" pine door with 12" sidelights at front door entrance. Door and sidelights will be stained to match existing pine window inside front door entrance. New wall surround around door will be stained pine or birch plywood to match. No sheetrock will be used. Includes molding to hide top of wall at drop ceiling, base board to match existing, moving light switch, hardware on door.
2. Remove metal door in back of building at old file room. This door will be framed and sheetrock installed, includes base board and painting.
3. Enclose wall in back hallway, block off hallway. Includes framing from wall to wall, sheetrock, baseboard, painting. Install molding at top of wall and drop ceiling.
4. Repair sheetrock, paint back hallway, restroom area and hall outside restroom, paint front file room.
5. Remove old carpet, install new Shaw 5A092 cross stitch with 92301 green gold color.

EXHIBIT "C"

**PERSONAL PROPERTY AND EQUIPMENT TO
BE REMOVED FROM PREMISES BY LESSOR**

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE ("Amendment") is entered into as of June 10, 2024, between **TRUSTMARK NATIONAL BANK**, a national banking association ("Lessor"), and **ALABAMA AG CREDIT, FLCA**, a federally chartered instrumentality that is part of the Farm Credit System, ("Lessee").

RECITALS

Lessor and Lessee previously entered into a Lease Agreement dated August 13, 2015, for approximately 2,455 square feet of space known as 420 Broad Street, Suite B, Selma, Alabama.

The parties wish to amend the Lease as set forth below.

AGREEMENTS

In consideration of the premises and mutual covenants herein contained, the undersigned parties agree that the Lease is amended as follows:

1. Section 2, Term is amended to add the following:

The term of the lease is extended for one three-year period beginning October 1, 2025 and expiring September 30, 2028. Lessee has the right to extend the term for an additional three-year period by giving Lessee written notice not later than one hundred twenty (120) days prior to the end of the current term. In the event notice to extend is not received as stated above, the term of the lease shall end as of September 30, 2028.

2. Section 4, Rental is amended to add the following:

Effective October 1, 2025 and continuing through September 30, 2028, Lessee shall pay to Lessor rent calculated at a rate of Sixteen and 50/100 Dollars (\$16.50 per square foot per year (\$40,507.50 per year payable at \$3,375.62 per month) in advance on or before the first day of each calendar month during the extended period.

In the event Lessee exercises its right to extend the term of the lease for the term October 1, 2028 through September 30, 2031, Lessee shall pay to Lessor rent calculated at a rate of Sixteen and 50/100 Dollars (\$17.00 per square foot per year (\$41,735.00 per year payable at \$3,477.92 per month) in advance on or before the first day of each calendar month during the extended period.


3. Ratification. Except as amended herein, the Lease and all covenants, agreements, terms, and conditions thereof shall remain and continue in full force and effect and hereby are in all respects ratified and confirmed.

4. Entire Agreement. The Lease, as amended by this First Amendment, constitutes, and contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and no other prior or contemporaneous oral or written representations or agreements between the parties and relating to the subject matter hereof shall have any legal effect.
5. Successors. The covenants, agreements, terms, and conditions of this First Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Amendment. This First Amendment shall not be changed orally, but only by a writing signed by the party against whom enforcement thereof is sought.
7. Incorporation. This First Amendment shall be deemed to be a part of the Lease, which together with this First Amendment shall be deemed to be one instrument, whether or not it is attached hereto.
8. Counterparts. This First Amendment may be executed in one or more counterparts, which collectively shall constitute only one instrument. Signatures transmitted electronically or by facsimile shall have the same effect as an original signature.

EXECUTED in duplicate original counterparts effective as of the date first set forth above.

LESSOR: TRUSTMARK NATIONAL BANK

BY:


Louise Anderson, Vice President

LESSEE: ALABAMA AG CREDIT, FLCA



LESSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Louise Anderson whose name as Vice President of **Trustmark National Bank**, a national banking association, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal of office this 10 day of June, 2024.



[Redacted Signature]
Notary Public

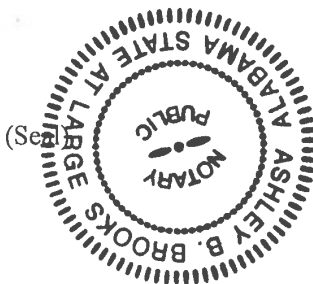
My Commission Expires: 7-18-2027

LESSEE ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF Montgomery

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that [Redacted] whose name as [Redacted] of **Alabama Ag Credit, FLCA**, a federally chartered instrumentality that is part of the Farm Credit System, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal of office this 26 day of June, 2024.



[Redacted Signature]
Notary Public

My Commission Expires: 3/19/26

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of the 13th day of August, 2015 by and between TRUSTMARK NATIONAL BANK (hereinafter referred to as "Lessor") and CENTRAL ALABAMA REGIONAL CHILD ADVOCACY CENTER (hereinafter referred to as "Lessee").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Lessor and Lessee agree as follows:

1. PREMISES. Lessor does hereby demise and lease unto Lessee and Lessee does hereby rent and lease from lessor, subject to all of the terms and provisions hereof, the following property:

420 Broad Street, Suite B, Selma, Alabama

2. PRIMARY TERM. The primary term of this Lease shall commence on September 1, 2015, and shall expire August 31, 2016, unless extended in accordance with Paragraph 27 herein.

3. USE. The Premises shall be used and occupied by Lessee primarily for general offices and to provide services to children who are victims of abuse and their non-offending caregivers and for no other use or purpose whatsoever, except upon the prior written consent of the Lessor. Lessee shall have no claim against Lessor for any damages should Lessee's use and occupancy of the Premises and the Property for the purposes set forth in this Lease be prohibited or substantially impaired by reason of any law, ordinance or regulation of federal, state, county or municipal governments or by reason of any act of any legal or governmental or other public authority.

4. BASE RENT. Lessee shall pay to Lessor the following Base Rent during the Primary Term of this Lease Agreement:

<u>TERM</u>	<u>BASE RENT/MONTH</u>	<u>BASE RENT/YEAR</u>
September 1, 2015 – August 31, 2016	\$1,000.00	\$12,000.00

Lessor and Lessee hereby acknowledge and agree that the Base Rent, as hereinabove defined, represents rental payable for the Premises and the Property.

The Base Rent for the Primary Term of this Lease Agreement shall be due and payable monthly, in advance, beginning September 1, 2015, and monthly thereafter for the remainder of the Primary Lease Term as provided above. In the event any installment of rent is not paid

within five (5) days after it becomes due, a service fee of ten percent (10%) of the past due rental shall also become immediately due and payable.

5. ORDINANCES, REGULATIONS, AND ZONING. Lessee shall not use or occupy or permit the Premises to be used or occupied in any unlawful manner or for any illegal purpose or in such manner as to constitute a nuisance or for any use in contravention of the terms of this Lease. Lessee, at Lessee's expense, shall comply with all laws, rules, regulations, ordinances and force, which shall impose any duty on Lessor or Lessee with respect to the use, occupation or alteration of the Premises. Lessee, at its expense, shall also comply with all requirements of the board of fire underwriters or fire insurance exchange or other body having similar functions. Lessee shall further comply with any liability and fire insurance company by which the Lessor and/or Lessee may be insured. Lessee shall hold the Lessor harmless from penalties, fines, costs or damages which are occasioned by and result from Lessee's use and occupancy of the Premises or any of the Lessee's covenants expressed herein.

6. ALTERATIONS AND TRADE FIXTURES. Lessee shall not have the right to make any alterations, additions or improvements to the Premises without the prior written consent of Lessor. Any alterations, additions, and improvements made in accordance with the terms of this Lease shall be done and performed in a good and workmanlike manner and shall remain, from the time of construction and installation, the property of the Lessor. No such alteration by Lessee permitted shall violate any lawful rule or regulation, or zoning restriction or other law, or ordinance or regulation applicable thereto. Lessee shall not permit any liens to attach to the mechanics, materialmen, or any liens in connection with any such alterations, additions or improvements. Lessee shall have the right to place on the Premises Lessee's trade fixtures, equipment and other personal property of Lessee. Lessee shall have the right to move, remove, replace or repair its trade fixtures placed upon the Premises by Lessee, provided such act is in the ordinary course of business and Lessee's covenant as to the condition of the Premises shall apply on account thereof.

7. REPAIRS AND MAINTENANCE. Lessor agrees to maintain and repair the foundation, the roof, and the exterior structural portions of the Premises including the parking areas on the Property. Lessor agrees to repair all HVAC compressors at its cost. Lessor to change the filters on a monthly basis and Lessee to pay for the cost of the filters.

Lessor agrees that all mechanical, plumbing and electrical located within the Premises will be in working order prior to the commencement of this Lease Agreement.

Lessee agrees not to permit any waste to the Premises and the Property and Lessee shall at all times maintain the Premises and the Property and shall keep the Premises and the Property free from all dirt and other refuse matter, and shall make and perform any and all repairs and maintenance to the Premises other than those stated above that are the responsibility of the Lessor. Lessee shall use only reputable firms or persons and shall allow no liens for labor or materials to attach to the Premises and the Property. Lessee shall maintain the Premises and the Property at all times in a safe condition. Lessee shall keep the Premises and the Property during the lease term in as good a state of repair as when delivered to Lessee, ordinary wear and tear excepted, and, at the expiration of the lease term, shall deliver the Premises and the Property to

Lessor in the same good condition and state of repair as when delivered to Lessee, ordinary wear and tear excepted. The maintenance and repair of the Premises and the Property to be performed by Lessee shall include, without limitation, plate glass, windows, interior maintenance, electrical, including light bulbs, plumbing, heating and cooling systems (except as herein provided), and floor coverings of the Premises.

Should any of the Premises' HVAC compressors break down, or for any cause or reason cease to function properly, except for Lessee's neglect or failure to perform as required herein, Lessor shall use reasonable diligence to repair the same within ten (10) business days from the date of notice from Lessee. If Lessor shall fail to comply with this provision, after being given written notice of the need thereof from the Lessee, Lessee may perform Lessor's obligation and make such repairs, as the case may be. If it does, all amounts paid by Lessee in connection with such HVAC repairs will be payable by Lessor to Lessee on demand. If Lessor fails to make the repayment, Lessee shall have the right to offset the amount of the repayment against its rent; however, Lessee will have no lien or claim against the Premises.

8. AD VALOREM TAXES. Lessor shall be responsible for payment of all real estate ad valorem taxes assessed against the Property. Lessee shall be responsible for and pay all taxes imposed on its own personal property.

9. UTILITIES, DEBRIS REMOVAL, ETC. Lessee shall secure and pay for Lessee's janitorial service. Lessor shall pay for any and all utilities. Lessee shall allow no liens to attach to the Premises on account thereof and shall indemnify Lessor and save Lessor harmless on account thereof. Lessee shall pay for its garbage pickup at the Premises. Lessor shall pay for all exterior lawn services at the Property.

10. SIGNS. Lessee may, at Lessee's own risk and expense, provided Lessee first secures any necessary governmental authorities' approval and the prior written consent of Lessor, lawfully erect or place signs concerning the business of the Lessee on the front exterior wall of the Building in a location designated by Lessor. Any sign placed thereon during the term of this Lease shall comply with all applicable zoning requirements and restrictive covenants, if any, affecting the Premises. Lessee agrees to maintain said signs in good state of repair, to save Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same, and shall repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. Prior to the end of the term hereof Lessee agrees to remove the same at its expense and to repair or cause to be repaired any damage to the Premises which may occur on account thereof.

11. INSPECTION. Lessee agrees to permit Lessor or Lessor's agents to inspect or examine the Premises and the Property at any reasonable times with 24 hour notice to Lessee and to permit Lessor to make such repairs to the Premises and the Property which Lessor and Lessee may deem desirable or necessary for its safety or preservation.

12. INDEMNIFICATION OF LESSOR BY LESSEE. Lessee agrees to indemnify Lessor and save Lessor harmless from all suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage (and each and all of them) arising from or out of any occurrence in, upon, or from the Premises and the Property or

resulting from or attributable to the occupancy or use by Lessee of said Premises and the Property or any part of thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees or licensees. Lessee shall store its property and shall only allow other's to place their property in or upon, and shall occupy, the Premises and the Property at its and their own risk and releases Lessor, to the fullest extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs without being limited by any other provision of this Lease.

13. INSURANCE. (a) Lessor's Insurance. Lessor agrees to provide and keep in force during the term of this Lease insurance covering the Premises and Property. Lessor's insurance coverage shall not be required to cover any of Lessee's property and Lessee shall not have any claim against any of the proceeds of Lessor's coverage. In the event, Lessee's use of the Premises or the Property causes an increase in the premium for the fire and extended coverage insurance policy carried by Lessor prior to the execution of this Lease Agreement, the amount of such increase in net annual premium shall be paid to Lessor by Lessee as additional rental annually upon demand and presentation of written evidence by Lessor.

(b) Commercial General Liability Insurance. Upon possession, Lessee agrees and covenants to provide Commercial General Liability Insurance, form CG0001 or its equivalent including bodily injury and property damage, with limits of coverage not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Such insurance shall name the Lessor and Lessor's mortgagee (if any) as an Additional Insured.

(c) At all times during the term of this Lease, Lessee shall pay all premiums for and maintain in effect insurance covering all fixtures, furniture, equipment and other items of Lessee's personalty in the Premises against all casualties included in the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief".

(d) Lessee hereby covenants that no policy to be provided by it hereunder shall be subject to cancellation or modification except after twenty (20) days' prior written notice to Lessor and any mortgagee of the Premises and the Property, and each policy shall so provide. All policies evidencing the insurance required shall be taken out and maintained in generally recognized, responsible insurance companies, qualified under the laws of the State of Alabama to assume the respective risks undertaken and shall be subject to Lessor's approval. All certificates of insurance required shall be deposited with the Lessor, who, in turn, may deposit such policies with any mortgagee of the Premises and the Property. At least twenty (20) days prior to the expiration of any such policy, Lessee will furnish to Lessor evidence reasonably satisfactory to Lessor that such policy has been renewed or replaced by another policy. Anything herein to the contrary notwithstanding, any insurance required by the provisions hereof may be evidenced by a blanket policy covering risks in addition to those hereby required to be covered, but if and only if appropriate allocation certificates and loss payable endorsements are furnished to Lessor and mortgagee. If Lessee shall fail to maintain any insurance required herein, Lessor shall have the right, but not the obligation, to cause such insurance to be effectuated and, if such insurance shall be effectuated by Lessor, Lessee shall immediately reimburse Lessor all premiums incurred by Lessor.

(e) Except for the use of the Premises and the Property set forth herein, Lessee shall not permit any operation to be conducted in the Premises or the Property that would cause suspension or cancellation of the fire and extended coverage insurance policy carried by Lessor.

14. DAMAGE OR DESTRUCTION. In the event that the Premises or the Property shall be damaged by fire or any other cause, then, at Lessor's option, the damage may be restored by Lessor to a condition similar to that prior to such damage as soon as may be reasonably practicable after such damage, and the rent, until such repairs shall be made, shall be apportioned according to the part of the Premises and the Property which is useable by the Lessee. All insurance proceeds payable on account of such damage or destruction shall be payable to and belong solely to Lessor; provided, however, Lessor shall apply any proceeds from any insurance payable on the account of such damage or destruction toward the cost of its restoration as provided herein. Upon completion by Lessor, full rental shall commence. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor and for reasonable delay on account of "labor troubles," or any other cause beyond Lessor's control. If Lessor shall decide not to restore or not to rebuild the Premises, or if the Premises are totally damaged or are rendered wholly untenable by fire or other cause, or if the Premises shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then or in any of such events, Lessor may, within ninety (90) days after such fire or other cause, give Lessee a notice in writing of such decision and thereupon the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Lessee shall vacate the Premises and the Property and shall surrender the same to Lessor.

15. CONDEMNATION. If more than fifteen percent (15%) of the Premises shall be acquired or condemned by eminent domain or taken under threat of eminent domain, whether voluntary or not, for any public or quasi-public use or purpose, and such acquisition or condemnation renders the Premises unfit for the purpose for which it is leased herein, then and in that event this Lease shall terminate; such termination to be effective from the date of effective taking, or of title vesting in such proceeding, whichever shall first occur, and neither party shall have any claim against the other for the value of the unexpired term of said Lease. In the event of any condemnation or taking, any and all proceeds attributable to such taking, including leasehold and reversion, shall belong solely to Lessor without any deduction therefrom for any present or future estate of Lessee and Lessee waives and assigns to Lessor all its right, title and interest in such award. In the event of any taking of the Premises or the Property which does not permit a cancellation of this Lease, then the provisions of this Lease shall remain in full force and effect.

16. SUBORDINATION. Lessor and Lessee agree that, as to any mortgage or mortgages which are presently upon or which may be placed upon the Premises or the Property after the date hereof, this Lease shall be subordinate; provided, however, that the mortgagee of any such mortgage shall agree that the Lessee's leasehold interest hereunder shall not be foreclosed in any action brought under such mortgage if at the time of the bringing of an action to foreclose or thereafter, the Lessee shall not be in default in the payment of rental or in the performance of other obligations under this Lease. Notwithstanding the foregoing, if such mortgagee shall foreclose on Lessor's interest, then such mortgagee shall have all rights of Lessor as if it were an original Lessor under this Lease and Lessee shall attorn to such mortgagee

without the need for any further evidence thereof. Lessee agrees, upon demand, without costs, to execute any instrument as may be necessary to effectuate such subordination, which instruments shall include, among other provisions required by the mortgagee, an agreement on the part of the Lessee to attorn to any and all of Lessor's successors in interest to the Premises resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure. Lessee agrees to cooperate with Lessor in providing documentation and executing such instruments, as may be reasonably necessary, to enable Lessor to obtain Lessor's financing in connection with the improvements to be constructed hereunder.

17. **NOTICES.** All notices or demands given or required to be given hereunder shall be in writing and, if to Lessor, sent by United States certified mail, postage prepaid, addressed to the Lessor at: Trustmark National Bank, Attn: Corporate Facilities, 248 E. Capitol Street, Suite 517, Jackson, MS 39201; and, if to the Lessee, hand delivered or sent by United States certified mail, postage prepaid, addressed to the Lessee at: Central Alabama Regional Child Advocacy Center, Post Office Box 2437, Selma, AL 37602; provided that either party by like written notice may designate any different addresses to which subsequent notices shall be sent. All rentals due and payable from Lessee to Lessor hereunder shall be sent to the same place as notices to Lessor herein provided.

18. **QUIET ENJOYMENT.** Lessor agrees that, upon Lessee's compliance with and subject to the terms and conditions of this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the Premises and the Property for the term of this Lease.

19. **SURRENDER.** At the expiration of the primary term and any renewal term(s), Lessee will quit and surrender the Premises and the Property hereby leased in as good state and condition as when delivered to Lessor, ordinary wear and tear excepted. Any holding over by the Lessee shall not operate, except by written agreement, to extend or renew this Lease and no tenancy or any duration shall be created thereby.

20. **ASSIGNMENT OR SUBLETTING.** Lessee shall not, without the prior written consent of Lessor, (a) assign this Lease or any interest hereunder; (b) permit any assignment hereof by operation of law, (c) sublet the Premises or the Property or any part thereof, or (d) permit the use of the Premises or the Property by any parties other than Lessee, its agents and employees, and those using the Premises or the Property with the consent of Lessee. With respect to any assignment or subletting proposed by Lessee, Lessor shall have the right to require that the Premises and the Property, if assignment is proposed, or that part of the Premises and the Property to be included in a subletting, be surrendered to the Lessor for the balance of the term, as respects a proposed assignment, or for the term of the sublease, in consideration of the cancellation of, in the event of an assignment, or an appropriate pro rata adjustment of, the Lessee's obligations hereunder. If Lessor does not elect the surrender provided above and gives its written consent to an assignment or subletting, then, in addition to any other requirements of Lessor, the following requirements shall apply; (a) the assignee or sublessee shall assume in writing the obligation to Lessor to faithfully perform all the terms and covenants and to comply with all the conditions to be directly obligated to Lessor for the payment of the rent herein reserved and for the full performance of the terms and covenants and to comply with all the conditions of this Lease; and (b) for the payment of the rent herein reserved and for the full

performance of the terms and covenants of this Lease. In the event Lessor consents to any transfer of Lessee's interest in this Lease, the work "Lessee" shall thereafter be deemed to also include, without further reference, the party to whom such interest is transferred. The consent by Lessor to any assignment or subletting in any one instance or more shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Receipt by Lessor of rentals due hereunder from any party other than Lessor named herein shall not be deemed to act as a consent to any such assignment or subletting nor relieve Lessee of its obligations hereunder. Any attempted assignment or subletting in violation of this Lease shall be null and void.

21. SUCCESSORS AND ASSIGNS. Subject to the provisions of Paragraph 20 hereof, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, their respective heirs and assigns, and shall be binding upon Lessee, its permitted successors and assigns and shall inure to the benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor by the terms of this Lease.

22. EVENTS OF DEFAULT AND LESSOR'S REMEDIES.

A. Events of Default. The following shall be Events of Default and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Lease, any one or more of the following events:

- (1) Failure by Lessee to pay the minimum guaranteed rent, additional rent or any other charges provided herein within ten (10) days after the same become due and payable;
- (2) Failure by Lessee to perform or observe any agreement or covenant undertaken by Lessee contained in this Lease, which failure shall have continued for a period of fifteen (15) days after written notice shall have been given to Lessee by Lessor specifying in reasonable detail, the nature of such failure and requiring the Lessee to perform or observe the agreement or covenant with respect to which Lessee is delinquent;
- (3) The filing by Lessee of a voluntary petition in bankruptcy, or Lessee's failure to life, within thirty (30) days, any execution, garnishment or attachment of a size as seriously to impair its ability to discharge its obligations hereunder; the commission by Lessee of any act of bankruptcy or Lessee's adjudication as a bankrupt; an assignment by Lessee for the benefit of creditors or the entry by Lessee into an agreement of compromise with creditors; or
- (4) The Premises and the Property become abandoned or vacant during the term of this Lease.

B. Remedies on Default. Whenever any such Event of Default shall have occurred and be continuing, the Lessor may take any one or more of the following steps:

(1) Lessor may re-enter and take possession of the Premises and the Property, exclude the Lessee from possession thereof and rent the same for and on account of the Lessee, holding Lessee liable for the deficiency due thereunder;

(2) Lessor may terminate this Lease, exclude the Lessee from possession of the Premises and the Property and lease the same for and on account of Lessor, continuing to hold Lessee liable for all deficiency due hereunder;

(3) Lessor may take whatever other action at law or in equity may appear necessary or desirable to collect the rent then due or to enforce any obligation, covenant or agreement of Lessee under this Lease.

C. Lessor's Performance Upon Lessee's Default. If Lessee should default hereunder, Lessor may, in addition to the other remedies provided herein, perform the act constituting the default for and on account of Lessee. Lessee hereby authorizes Lessor to come upon the Premises and the Property to perform such act and while on the Premises and the Property to do any act which Lessor deems proper to accomplish the correction of such default. If the default by Lessee is the payment of any sum of money or if Lessor incurs any expense, including reasonable attorney's fees, whether for payment of any sum or for instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Lessee, any such expenditure made by Lessor including interest, costs and damages shall be deemed additional rental and together with interest at the rate of twelve percent (12%) per annum shall be due and payable to Lessor on the first day of the month following the incurring of such respective expense.

D. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive for any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon default shall impair any such right or power or shall be construed to be waiver thereof, but any such right or power may be exercised from time to time as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it under this section, it shall not be necessary to give any notice, other than such notice as herein expressly required.

E. Agreement to Pay Attorney's Fees. In the event that as a result of a default or threatened default by Lessee or Lessor hereunder, Lessor or Lessee should employ attorneys-at-law or incur other expenses in and about the collection of rent or the enforcement of any other obligation, covenant, agreement, term or condition of this Lease, the prevailing party shall be entitled to reimbursement for counsel fees and other expenses reasonably and actually incurred.

23. IDENTITY OF INTEREST. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent, of a partnership or of

a joint venture, but the relationship between them shall be and remain only that of landlord and tenant.

24. ENVIRONMENTAL LAW COMPLIANCE. Lessor and Lessee acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect, and that additional laws, regulations and guidelines may hereafter be enacted, relating to or affecting the Premises and the Property, concerning the impact on the environment of construction, land use, the maintenance and operation of structures and the conduct of business. Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Any violation of this covenant shall be an event of default under this Lease at option of Lessor. Lessee shall have no claim against Lessor by reason of any changes Lessor may make in the Premises or the Property pursuant to said laws, regulations and/or guidelines or on account of any environmental problem or situation caused or created by any other tenant in the Building. Lessee shall hold Lessor harmless in all respects, including attorney's fees for any violation of such laws, regulations and guidelines now in effect and additional laws, regulations and guidelines that may hereafter be enacted.

25. NO PERSONAL LIABILITY. Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the right, title and interest of the Lessor in the Premises and Property (subject to prior rights of any mortgagees of the Premises and the Property) for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other property or assets of the Lessor shall be subject to levy, execution or other procedures for the satisfaction of Lessee's remedies.

26. ESTOPPEL CERTIFICATE. Upon written request by either party hereto to the other, the recipient of such request shall deliver a letter as requested, stating whether this Lease is in full force and effect, and setting forth the date of commencement of the lease term and rent, prepayment or offset of rent, any defaults or violations of the Lease, and any obligations that have not been fulfilled by both parties hereto.

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

28. MARGINAL HEADINGS. The marginal headings or notes are inserted for convenience only and are not to be construed as part of this Lease.

29. ENTIRE AGREEMENT. This Lease with any exhibits and riders attached hereto contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the Lessor has hereunto executed this Lease and the Lessee has caused this lease to be executed by its corporate officers, effective as of the date first hereinabove stated.

[Redacted Signature]

LESSOR: TRUSTMARK NATIONAL BANK

By: [Redacted Signature]

Its: [Redacted Signature]

Date: August 20, 2015

[Redacted Signature]

LESSEE: CENTRAL ALABAMA REGIONAL CHILD ADVOCACY CENTER

By: [Redacted Signature]

Its: [Redacted Signature]

Date: 8/13/2015

LESSOR ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20th day of August, 2015, within my jurisdiction, the within named [Redacted Name], who acknowledged that he/she is [Redacted Title] of Trustmark National Bank, a national banking association, and that for and on behalf of the said bank, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.

[Redacted Signature]

Notary Public

My Commission Expires:

June 21, 2019



LESSEE ACKNOWLEDGMENT

STATE OF Alabama
COUNTY OF Dallas

Personally appeared before me, the undersigned authority in and for the said County and State, on this 13 day of August, 20 15, within my jurisdiction, the within named [REDACTED], who acknowledged that (he) (~~she~~) is [REDACTED] of CARCAC, a SOLIC Corporation and that for and on behalf of the said Corporation and as its act and deed (he) (~~she~~) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[REDACTED]
Notary Public

My Commission Expires:

9/9/2017

EIGHTH AMENDMENT OF LEASE

THIS EIGHTH AMENDMENT OF LEASE ("Amendment") is entered into as of August 1, 2023, between **TRUSTMARK NATIONAL BANK**, ("Landlord"), and **CENTRAL ALABAMA REGIONAL CHILD ADVOCACY CENTER**, ("Tenant").

RECITALS

Landlord and Tenant previously entered into a Lease Agreement dated August 13, 2015, amended by First Amendment dated August 31, 2016, amended by Second Amendment dated August 1, 2017, Third Amendment dated September 26, 2018, Fourth Amendment dated June 19, 2019, Fifth Amendment dated June 30, 2020, Sixth Amendment dated June 8, 2021, and Seventh Amendment dated June 21, 2022, for approximately 2,250 square feet of space known as 420 Broad Street, Suite B, Selma, Alabama.

The parties wish to amend the Lease as set forth below.

AGREEMENTS

In consideration of the premises and mutual covenants herein contained, the undersigned parties agree that the Lease is amended as follows:

1. Section 2, Primary Term is amended to add the following:

The term of the lease is extended and will expire September 30, 2024.

2. Ratification. Except as amended herein, the Lease and all covenants, agreements, terms, and conditions thereof shall remain and continue in full force and effect and hereby are in all respects ratified and confirmed.
3. Entire Agreement. The Lease, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and this Eighth Amendment constitutes and contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and no other prior or contemporaneous oral or written representations or agreements between the parties and relating to the subject matter hereof shall have any legal effect.
4. Successors. The covenants, agreements, terms, and conditions of this Eighth Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Amendment. This Eighth Amendment shall not be changed orally, but only in writing signed by the party against whom enforcement thereof is sought.

6. Incorporation. This Eighth Amendment shall be deemed to be a part of the Lease, which together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Eighth Amendment shall be deemed to be one instrument, whether or not it is attached hereto.
7. Counterparts. This Eighth Amendment may be executed in one or more counterparts, which collectively shall constitute only one instrument. Signatures transmitted electronically or by facsimile shall have the same effect as an original signature.

EXECUTED in duplicate original counterparts effective as of the date first set forth above.

LESSOR: TRUSTMARK NATIONAL BANK, a national banking
association

BY:

LESSEE: CENTRAL ALABAMA REGIONAL CHILD
ADVOCACY CENTER

BY:

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property prior to Bidding. When shown, contact the listing agent for scheduled inspection times or for an appointment. Where no listing agent is identified, contact the auctioneer for information on how to obtain access to a property. If a property is identified as "Occupied" contact the auctioneer or listing agent to see if times are available for inspection and do not disturb the tenant.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price or \$250.00 whichever is greater. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must execute the Purchase and Sale Agreement and remit an earnest deposit within 24 hours. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker. A BROKER IS NOT PERMITTED TO ACT AS A PRINCIPAL AND BROKER ON THE SAME TRANSACTION. NO BROKER WILL BE ELIGIBLE TO EARN OR BE PAID A COMMISSION FOR REPRESENTING HIMSELF OR HERSELF.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 2 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of \$10,000.

This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall retain the bid deposit of \$10,000, charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as nonexclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last five (5) minutes of the auction the ending time of the auction for ALL properties will be extended for five (5) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for five (5) minutes.

Bid Increments: The bidding increments for all properties will be as follows:

Amount Up To	Bid Increments
\$2,500	\$100
\$10,000	\$250
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold "As-Is, Where-Is" with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling "Absolute". The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid may be rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling "Absolute". Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills AUCTIONS

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APRIL 2025

Seven Hills Auctions, LLC

William C. Lee III, Broker In Charge

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