

REAL ESTATE LEASE AGREEMENT

THIS AGREEMENT is made effective as of August 15, 1994, by and between Amos Grover Campbell, Jr. ["Lessor"], and Mike F. Acton ["Lessee"]. The parties agree as follows:

PREMISES. Locally commonly known as the "Campbell Farm," consisting of 80 acres more or less and located approximately 3 miles north of Calera, Shelby County, Alabama.

LEGAL DESCRIPTION:

The NW 1/4 of the SW 1/4, Section 4 and the NE 1/4 of the SE 1/4, Section 5, All in Township 22 South Range 2 West, containing eighty acres, more or less, together with all improvements belonging thereto; situated in Shelby County, Alabama

ALSO

The SW 1/4 of the NE 1/4 of the SW 1/4 Section 4, Township 22 Range 2 West. Said being all the land West side of South and North Railroad, containing 2 acres, more or less, situated in Shelby County, Alabama. LESS AND EXCEPT 2 acres, more or less, conveyed to Vulcan Materials Company and subject to railroad right-of-way and utility easements of record.

LEASE TERM. The Lease Term will begin 12:01 a.m. on August 15, 1994 and will terminate 12:00 m. on September 14, 1996.

POSSESSION. Lessee shall be entitled to possession on the first day of the term of this lease.

LEASE PAYMENTS. Lessee shall pay to Lessor a total lease payment of Two Dollars (\$2.00) payable in advance.

IN ADDITION, during the term of this lease, Lessee agrees to provide the following services and/or improvements entirely at Lessee's expense:

- a. Provide and install 2 inch water service to the Premises from the City of Calera's water lines. Lessor will contribute the sum of \$2,500.00 towards the cost of this service.
- b. Develop roads into Premises as necessary for access to premises and for Lessee's farming operation.
- c. Install fencing around entire perimeter of Premises, including a cross fence separating the two forty acre tracts. Lessor agrees to contribute the additional sum of \$1,000.00 towards the materials required to fence the east forty acre tract. Lessor's contribution towards the materials for fencing of the west forty acre tract shall be approved in advance by

09/26/1994-29182
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00

Inst # 1994-29182

P.O. Box 579
Vinemont, AL 35179-0579

Lessor .

- d. Clean Premises of undergrowth and undesirable timber in certain areas and as agreed between Lessor and lessee.

CUTTING OF TIMBER. Timber may be cut only with Lessor's permission and proceeds from the sale of such timber will be applied to the cost contributions of improvements to the property previously provided by Lessor or to be provided by Lessor in preceding paragraph.

USE OF PREMISES. Lessee may use the Premises only for personal residence and personal farming, including cattle and horses, and for no other.

All local, State and Federal laws and ordinances shall be strictly observed.

SUBLETTING. Lessee may not assign or sublet any part of the Premises without prior written consent of Lessor.

RIGHTS-OF-WAYS. Lessee shall not assign right-of-way(s) on, to, across, or against the Premises.

LIENS/ENCUMBERMENTS. Neither the Lessee or anyone claiming through the Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor or services that such liens will not be valid.

ACCESS BY Lessor TO PREMISES. Lessor shall have the right to enter the Premises at any and all reasonable hours to make inspections or to provide emergency services.

EXCLUSIVE USE OF PREMISES. Lessee shall have exclusive use of premises including hunting and fishing rights during the term of this Lease, but not timber or mineral rights. Owner agrees that during the term of this Lease neither he nor his successors shall have the right to conduct any timbering operations or mining without the written consent of Lessee.

UTILITIES AND SERVICES. Lessee shall be responsible for all utilities and services in connection with the Premises.

TAXES. All Taxes and assessments attributable to the Premises, or for the use of the premises, shall be the responsibility of the Lessee and be paid by Lessee.

LIABILITY INSURANCE. Lessee shall maintain Liability Insurance of at least no less than \$300,00.00. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force, and with a 60 day Notice of Cancellation Clause. Lessor shall be named as Additional Insured on policy(s). A Hold Harmless Clause in favor of Lessor shall be a requirement of policy(s).

INDEMNITY REGARDING USE OF PREMISES. Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's use of Premises.

DANGEROUS MATERIALS. Lessee shall not have, store, utilize, or permit on the Premises any article, thing, or compound of a dangerous nature that might be considered hazardous by a responsible insurance company or by any Local, State, or Federal authority, or that might be in violation of any Local, State, or Federal laws or ordinances, or which might be a danger to persons, property, or to the environment.

DEFAULTS. Lessee shall be in default of this Agreement if Lessee fails to fulfill any obligation or term by which Lessee is bound. Subject to any governing provisions of law to the contrary, if Lessee fails to cure any financial obligation within 10 days, or any other obligation within 20 days, after written notice of such default is provided to Lessee, Lessor may take possession of the Premises without further notice, and without prejudicing Lessor's rights to damages. In the alternative (or either or both), Lessor may elect to cure any such default and the costs of such action shall be added to Lessee's financial obligations under Lease Agreement. Lessee shall pay all costs, damages, and expenses suffered by Lessor by reason of Lessee's defaults.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgement granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LESSOR:

Amos Grover Campbell, Jr.

P. O. Box 579
Vinemont, AL 35179-0579

LESSEE:

Mike F. Acton
P. O. Box 43028
Birmingham, AL 35243

Such addresses may be changed from time to time by either party by providing notice as set forth above.

TERMINATION OF LEASE. Termination of this lease, either by expiration or default, requires that Lessee remove all personal possessions, property, residence, and portable buildings from premises. This must be fulfilled and accomplished as of the time of expiration, or, in the case of default, with ten (10) days. Anything remaining must be with Lessor's approval and will become the property of the Lessor.

All other improvements such as water or other services, fencing, septic tanks, roads, barns, sheds, etc., shall be left in good condition and adequately protected from traffic, weather, and other hazards, including persons and livestock.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, provided agreeable by both parties, and if the writing is signed by the parties obligated under the amendment.

SEVERABILITY. If any portion of this Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

CUMULATIVE RIGHTS. The rights of the parties under this lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease Agreement shall be construed in accordance with

THIS AGREEMENT SIGNED AND SEALED this 15 day of August, 1994:

LESSOR:

Amos Grover Campbell, Jr.

By: Amos Grover Campbell, Jr.
Amos Grover Campbell, Jr.

LESSEE:

Mike F. Acton

By: Mike Acton
Mike F. Acton

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