

SECTION 1. PARTIES, THEIR REFERENCE
TITLES AND ADDRESSES.

1.1 The parties to this lease, made in duplicate, are

(a) BRUNGART-JENNINGS, INC. which will hereinafter generally be referred to as LESSOR, and (b) Shelby County Lumber Company which will hereinafter generally be referred to as LESSEE.

1.2 BRUNGART-JENNINGS, INC. is an ALABAMA Corporation. LESSOR'S place of business is 521 4th Ave
1006 1/2 1st Avenue,
North, Birmingham, Alabama.

1.3 Shelby County Lumber Company is an Corporation. LESSEE'S place of business is Columbiana, Alabama

SECTION 2: LEASING CLAUSE

2.1 For and in consideration of the covenants and agreements of LESSEE, hereinafter set forth, LESSOR hereby leases to LESSEE the chattel (hereinafter referred to as EQUIPMENT). More particularly described as follows:

Used Hyster Fork Lift Truck
Model RT 150 Serial # 42860
15,000 lb. Capacity
54" Forks to Use 96" Extensions

omit 2.2 The LESSOR warrants this equipment for a period of three months after date of delivery for any inferior parts or workmanship providing that the HYSTER COMPANY'S lubricating instructions have been followed carefully and no parts other than those furnished by the LESSOR have been installed on the equipment. Except as shown in the Hyster Company's published specifications the LESSOR does not warrant this equipment to perform any particular task.

3.1 "The term of this lease shall be for a period of two (2) years and shall commence upon the date of delivery of the equipment to the LESSEE. The LESSEE agrees to pay the LESSOR rent for this unit of equipment during the term of this lease as follows:

Rent per month, first ~~12~~ months.....\$ 250.00

On 30 days written notice prior to the expiration of the 24 months mentioned above, the LESSEE shall have the option of leasing said equipment for an additional period of one (1) year at a rental as follows:

Rent per month, ² 25th through ¹² 36th month.....\$ 216.82

Upon 30 days written notice prior to the expiration of the 12 months mentioned above, the LESSEE shall have the further option of leasing said equipment on a month to month basis, as follows:

Rent per month, after 36th month.....\$

If the LESSEE does not exercise its right to rent this equipment 30 days before the expiration of the 24 months period, or 30 days before the expiration of the 12 months period, as the case may be, then this lease shall stand terminated and the equipment shall be returned to the LESSOR by the LESSEE in as good condition as when received, ordinary wear and tear excepted, f.o.b. at place where last used."

3.2 LESSEE is hereby given the option of purchase the unit of equipment at any time at a price to be negotiated at that time.

3.3 The rent due hereunder shall be payable at the office of the LESSOR, or as it may direct each month in advance and should any payment of rent due hereunder not be made within 30 days of the date such rent is due, the LESSOR has the right to cancel the lease and demand payment in full for the balance due on the machine plus interest on such delinquent installment of rent at six (6%) Per Cent per annum from the date when same shall have become due until it shall have been paid.

3.4 LESSEE agrees that LESSOR may, if it so elects, sell, assign or otherwise transfer this lease; and in event the LESSOR should do so, LESSEE agrees to make the payments provide hereunder to such assignee when and as the same become due and hereby specifically waives any defense it might have for non-payment of such rent by reason of the alleged breach of any warranty, either express or implied, made by LESSOR, in connection with the equipment and agrees to seek any redress to which it shall believe it is entitled against LESSOR and not LESSOR'S assignee.

SECTION 4. COVENANTS OF LESSEE

4.1 LESSEE agrees that it will, at its own expense, keep the equipment in good repair.

4.2 LESSEE agrees that it will, at its own expense, fully insure the equipment against loss by fire, wind or flood during the term hereof.

4.3 LESSEE agrees that it will pay all taxes, assessments, liabilities and charges which may, or might become liens upon the equipment and that if such taxes, assessments, liabilities and charges are not paid then LESSOR may pay same and any amount so paid shall be added to the rent due from LESSEE hereunder and become a part thereof, with interest thereon at the rate of six (6) per cent annum from date of payment by LESSOR.

4.4 LESSEE shall permit LESSOR, its representatives and agents to enter in and upon the premises where such equipment may be located at all reasonable time for purposes of inspection of the equipment.

4.5 LESSEE shall assume, defend, and at all times indemnify, protect and hold harmless, LESSOR against all claims or demands arising or resulting from LESSEE'S use of the equipment, including, but not restricted to, claims for damages resulting from bodily injury, sickness, mental anguish or death and claims for damages to the property of any person, firm or corporation. LESSOR shall not be liable for any damage or injury to property of LESSEE or other person, or any employee or agent of LESSEE which is sustained in the use of the equipment.

4.6 LESSEE agrees that he will not assign this lease nor any interest it may have hereunder and will not sublet the equipment or any part thereof and will not permit the use of the equipment by any parties other than the LESSEE and its agents without written consent from the LESSOR.

SECTION 5. CONDITIONS, BREACH OF WHICH PERMITS LESSOR TO TERMINATE LEASE

5.1 The occurrence of any of the following events shall give LESSOR THE ABSOLUTE and unqualified right, if LESSOR elects, to terminate this lease, extinguish the remainder of the term thereby created and take possession of the equipment.

(a) The adjudication as a bankrupt or insolvent of LESSEE;

(b) The filing of a petition seeking an adjustment or composition with creditors by the LESSEE;

(c) The continuation for ninety (90) days of a receivership appointed for the property of LESSEE.

(d) The transfer, by operation of law, by this lease or any interest therein.

(e) Provided, however, that the LESSOR shall serve a written notice upon LESSEE, declaring the intention of LESSOR to terminate this lease and stating specifically the cause therefor; such notice to be delivered at the principal place of business of LESSEE or to be sent by registered mail addressed to the LESSEE at its last known business address; and, thereupon, LESSEE shall have 30 days after the delivery of such notice for terminating this lease; and if within such 30 days LESSEE shall remedy or remove such cause, then such notice shall be of no effect; but in case LESSEE does not remedy or remove such cause within such 30 days, then this lease shall be held terminated at the expiration of such 30 days, and the machine returned to the LESSOR in good order, ordinary wear and tear excepted.

SECTION 5. WARRANTY OF TITLE

5.1 The LESSOR covenants and agrees with the LESSEE that the LESSOR is the true and lawful owner of said equipment and that it has the right to make this lease and that it will defend the title thereto and the rights of the LESSEE under this lease to the LESSEE and its successors and assigns against the lawful claims and demands of all and any persons whatsoever.

IN TESTIMONY WHEREOF, Witness the signatures of the parties this 29th day of April 1955

BRUNGART-JENNINGS, INC.

BY George O. Jennings Title President BY A. B. Brown Title owner

This lease has been assigned to the SECURITY COMMERCIAL BANK, 2111 4th Avenue, North, Birmingham, Alabama. Please make monthly payments direct to them and mark your payment (Credit BRUNGART-JENNINGS, INC.,). First payment due _____.

6.

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Lease was filed for record the 2 day of May 1955, at 8 o'clock P. and recorded in Book Record 123 Page 138, and the Mortgage Tax of Deed Tax of 2.52 has been paid.
L.C. Walker Judge of Probate