

470⁰
ASSIGNMENT OF LEASE; EASEMENT AGREEMENT (AND SUBLEASE)

THIS IS AN ASSIGNMENT dated February 26, 1968, between SHELL OIL COMPANY, a Delaware corporation with offices at 2400 Peachtree Center Building, 230 Peachtree Street, Northwest, Atlanta, Georgia 30303 (herein called "Shell"), and BURNIE HIGGINBOTHAM, an individual, D/B/A H & H DISTRIBUTORS, of Mount Olive, Jefferson County, Alabama (herein called "Assignee").

SHELL, for valuable consideration received from Assignee, hereby assigns, transfers and conveys to Assignee, as of April 1, 1968, all of Shell's right, title, estate, options and other interests in, to and under the following Lease and Easement Agreement from the indicated Lessor and Grantor, respectively to Shell (and in, to and under the sublease thereof) covering the described premises situated in Shelby County, Alabama:

A. Lease dated November 30, 1962, as amended, from E. C. Wooten and Sybil Busby Wooten, his wife, covering property situated at U. S. Highway 31 in Alabaster, Alabama, recorded in Book 224, Page 470 of Deeds, Mortgages, of Shelby County, Alabama, subject to the sublease of the leased premises, dated April 5, 1966, between Shell and William P. Young.

B. Easement Agreement dated August 15, 1966 from Willie R. Huckabee and Myrtle I. Huckabee, his wife, covering property situated at Montgomery Highway in Alabaster, Shelby County, Alabama.

ASSIGNEE hereby: (a) accepts this Assignment; (b) assumes and agrees to perform and observe all of the covenants and conditions of the Lease, Easement, and Sublease which Shell originally agreed to perform and observe; (c) agrees to keep the property which is subject to such Lease and Easement free and clear of all liens and encumbrances (excepting only current taxes, not delinquent), to keep all improvements thereon in good condition and repair; (d) agrees that Assignee will not directly or indirectly or by operation of law assign or transfer or permit the assignment or transfer of any interest in any such Lease or Easement, or of the property which is subject to such Lease or Easement, except to or with the prior written consent of Shell; and (e) agrees to indemnify Shell against all claims, loss, liability and expense (including payment to Shell of reasonable attorneys' fees) which Shell may ever incur on account of any breach by Assignee of those covenants and conditions, or which are caused by or happen in connection with the premises (including the adjacent sidewalks and driveways) after the effective date of this Assignment, or the condition, maintenance, possession or

use thereof or operations thereon after the effective date of this Assignment.

ASSIGNEE agrees to reassign all right, title and interest in each of such Lease and Easement Agreement (and then existing sublease) to Shell, without expense to Shell, within ten days after receipt of written request from Shell. Upon any such reassignment to Shell, Assignee agrees that it will certify to Shell that there has been no default in the performance of each existing sublease by Assignee in any respect; that Assignee has received no prepaid rental or deposit in connection with each such existing sublease; and that Assignee will hold Shell harmless from and indemnify Shell against all claims, loss, liability and expense resulting or claimed to have resulted from any act or failure to act by Assignee in connection with the subject premises or any lease or sublease thereon; and Assignee further agrees that neither of them will assert any offset or counterclaim to Shell's rights hereunder.

THIS ASSIGNMENT shall bind and benefit Shell's successors and assigns, and the heirs, representatives, successors and assigns of Assignee and of each of them.

EXECUTED as of the date first herein specified.

WITNESSES TO SHELL'S EXECUTION:

H. H. Sarge
R. F. Hunt

SHELL OIL COMPANY

By: B. R. Martin
REGION MARKETING MANAGER

WITNESSES TO ASSIGNEE'S EXECUTION

Mr. Bailey
with bookhart

HQH DISTRIBUTORS

By: Burnie Higginbotham
BURNIE HIGGINBOTHAM
"ASSIGNEE"

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1958 APR - 9 11:10:01
U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Carroll Higginbotham
JUDGE OF PROBATE