ASSIGNMENT OF LEASE

Shelby Cnty Judge of Probate, AL

03/26/1971 12:00:00 AM FILED/CERT

THIS IS AN ASSIGNME	ENT dated <u>January 13</u> , 19 71, between
SHELL OIL COMPANY, a Delaware	e corporation, with offices at 230 Peachtree Street,
N. W., Atlanta, Georgia 3030	3, (herein called "Shell") and B. A. HIGGINBOTHAM
	of P.O. Drawer "W"
Calera	Alabama , (herein called
"Assignee");	
SHELL, for valuabl	e consideration received from Assignee, hereby assigns,
transfers and conveys to Ass	ignee as of February 1 , 19 71 , all of
Shell's right, title, estate	, options and other interests in, to and under the
Lease dated September 11	, 19 61 , between ALLEN WILSON and BETTY B.
WILSON, his wife , (herein	called "Lessor") whose address is Route 1
	Helena , Alabama ,
and Shell covering premises	located at U. S. Highway 31 and Pelham Street,
	, County of Shelby , State of
	lescribed in the Lease, which (or a memorandum of which),
is recorded in Book 218	, Page 494 , in the office of The Judge of Probate
of that County, ************	KYXKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKKK
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	supplemented by instrument dated Nov.29, 1961 and so re-
corded in Baak 219, Page	180
ASSIGNEE hereby: ((a) accepts this assignment; (b) assumes and agrees to
perform and observe all of t	the covenants and conditions of the Lease on the part
of the Lessee to be performe	ed and observed; (c) agrees to pay to Shell, for each
calendar month for the perio	od beginning February 1, 19 71, and
ending November 30	19 71 (herein called "primary term"), the sum of
Two Hundred Sixty-two and 25/100	Dollars (\$262.25), in advance on or before the
first day of each such month	, such sums constituting rents accruing under the Lease;
(d) agrees to give at least	forty-five (45) days' notice by registered mail
to Lessor at Lessor's addres	s herein specified, or to such other address as may
have been substituted there	for by notice, with a copy thereof directed to Shell,
covering any options exerci	ised by Assignee as to either the extension or the termi-
Onation of the Lease; (e) a	grees to pay directly to Lessor all rents accruing under
the Lease during such exten	sion periods resulting from options exercised under
Subsection "d" hereof; (f)	agrees to hold Shell harmless from and indemnify Shell iability and expense resulting or claimed to have
against all claims, loss, l	iability and expense resulting or claimed to have
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	19/10320000011010 1/3 \$.00

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resulted from any act or failure to act by Assignee in connection with the aforesaid premises or any lease or sublease thereon; and further agrees not to assert any offset or counterclaim to Shell's rights hereunder.

Assignment, within a reasonable time after notice is given as to such non-compliance by either Lessor or Shell, Assignee agrees to reassign all right, title and interest in the Lease to Shell, without expense to Shell, within ten (10) days after receipt of written request from Shell. Upon any such reassignment to Shell, Assignee agrees to certify to Shell that there has been no default in the performance of the Lease by Assignee in any respect other than that specified in the aforesaid notice and that Assignee has received no prepaid rental or deposit in connection with any sublease of the premises.

SHELL hereby (a) agrees to hold Assignee harmless from any and all loss or liability which Assignee may ever incur by virtue of Assignee's payment of rents to Shell accruing under the Lease during the primary term thereof; (b) agrees to pay rents accruing during the primary term of the Lease, subject to the covenants and conditions thereof and subject to an Assignment of Rent by Lessor dated September 11, 1961 and recorded in Bask 218, Page 954, in the Office of the Judge of Probate, Shelby County, Alabama

THIS ASSIGNMENT shall bind and benefit Shell's successors and assigns, and Assignee's heirs, successors and assign.

EXECUTED as of the date first herein specified.

19710326000011610 2/3 \$.00 Shelby Cnty Judge of Probate, AL 03/26/1971 12:00:00 AM FILED/CERT

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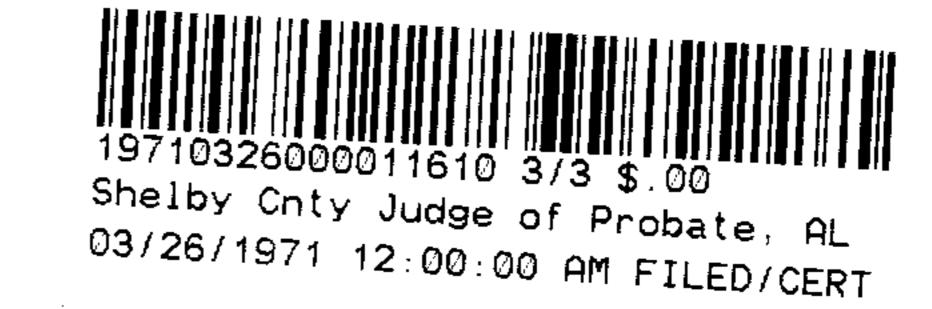
ALABAMA STATE OF COUNTY OF JEFFERSON SS. COUNTY OF JEFFERSON And the second of the second o

I. Aileen M- Kodyley, a Notary Public, in and for said

County in said State, hereby certify that B. A. Higginbotham name 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 instrument, executed the same voluntarily, on the day the same bears date.

Given under my hand and seal of office this //

My Commission expires:



STATE OF COUNTY OF Fulton

I. Marvin Fowler

, a Notary Public in and for said County

in said State, hereby certify that J. W. Forney , whose name as Ragion Real Estate and Marketing Investments Manager of the Shell Oil Company, a corporation, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 47 day of

My Commission expires:

Notary Public, Georgia, State at Large My Commission Expires Jan. 4, 1975