

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.

IF ASSIGNEE fails to comply with all the terms of the Lease or of this 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 sub-lease 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 ^{Volume}~~Book~~ 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

WITNESSES to Shell's execution:

SHELL OIL COMPANY

J. V. M. Brink

Marvin Fowler

By 
REGIONAL REAL ESTATE & MARKETING INVESTMENTS MANAGER

REGULATED REAL ESTATE & MARKETING INVESTMENTS MANAGER

WITNESSES to Assignee's execution:

Paul H. Bennett

B. A. HOGGINBOTHAM (Seal)
B. A. HOGGINBOTHAM

B. A. HIGGINBOTHAM

(Seal)

BOOK 266 PAGE 823

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

SS. _____

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

County in said State, hereby certify that B. A. Higginbotham, whose 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 14 day of Jan, 1971.

My Commission expires: 10/10/72

Aileen M. Bagley
Notary Public

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

STATE OF Georgia)
COUNTY OF Fulton) SS.

I, Marvin Fowler, a Notary Public in and for said County

in said State, hereby certify that J. W. Forney, whose name as Region 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 4th day of

February, 1971.

My Commission expires:

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

Marvin Fowler
Notary Public

BOOK 200 PAGE 821
STATE OF ALABAMA, SHELBY CO.
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED

1971 MAR 26 AM 10:12

REC. BK. & PAGE AS SHOWN ABOVE

Consolidated

AMERICAN TITLE INSURANCE COMPANY
REALTY TITLE DIVISION
2005 4TH AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

250