

LEASE AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

THIS LEASE AGREEMENT, made and entered into this the 16th day of April, 1974 by and between STANDARD OIL COMPANY, a division of Chevron Oil Company, hereinafter called Lessor, or STANDARD OIL COMPANY, and Golden Falcon Carpet Golf, hereinafter called Lessee.

W I T N E S S E T H:

1. Lessor hereby grants, leases and demises unto the Lessee a certain plot of ground located in the City of Montevallo, County of Shelby, State of Alabama, together with buildings, driveways and improvements, if any, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

2. This lease shall become effective as of _____, 1974, and then remain in full force and effect for a term of one (1) year and thereafter on a month-to-month basis unless sooner terminated by either party giving to the other 30 days written notice of such termination.

3. As a consideration for leasing these premises Lessee shall yield and pay to Lessor as rental on the commencement date set forth in Paragraph 2 hereof, the sum of Ten Dollars (\$10.00) per month in advance during the entire term hereof, including any extensions or renewals.

4. Lessor covenants and agrees to pay all taxes which are or may hereafter be imposed, assessed, or levied upon the land or the improvements located thereon during the term of this lease or any renewal thereof of this lease by the municipal, state, county or federal authorities; provided, however, Lessee covenants and agrees to pay any such taxes or assessments resulting from improvements to the premises made by Lessee.

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5. It is understood and agreed between Lessor and Lessee that the Lessee shall not have the right to assign, subrent or sublease the said property without the written consent of the Lessor having been first obtained.

6. Lessee shall keep the premises in a clean, sanitary and safe condition and shall comply with all local laws and ordinances. No improvements or alterations are to be made without the prior written consent of Lessor.

7. Lessee has inspected the premises and improvements thereon and accepts the same in the condition in which he finds them and at his sole cost and expense agrees to keep and maintain such premises and improvements thereon in good order and repair. Lessor shall have no responsibility to repair, maintain or improve the premises whatsoever.

8. In the event the premises are destroyed in whole or in part by fire or other casualty so as to be rendered unsuitable for occupancy, either Lessor or Lessee may terminate this lease and in no event shall there be any responsibility upon Lessor to rebuild or restore the premises.

9. Lessee agrees to indemnify and save harmless Lessor from and against any and all liability arising from injury, death or damage during the term of this lease or any extension thereof to persons or property occasioned by the use of the improvements and premises.

10. ~~Lessee agrees to maintain insurance against fire and other~~
~~casualty with comprehensive coverage in an amount no less than \$~~
~~with the standard loss payable clause.~~ Lessee further agrees to protect
the Lessor with public liability and property damage insurance including
contractual coverage in such form as may be reasonably satisfactory to Lessor
with Lessor as a named insured under such policy, in an amount no less than
\$100,000/300,000 and shall furnish Lessor with evidence of such coverage.

11. Lessee further covenants and agrees that the premises shall
be used for Parking Area

only, and shall not be used for the sale, storage, distribution or
advertising of petroleum or related products. Lessee agrees to keep the
total grounds covered by this lease free of all litter and debris and to keep the
grass cut and trimmed at all times.

12. Lessee shall pay for all utilities furnished the premises.

13. Lessor shall have the right to enter upon the premises at all reasonable hours to inspect the same or to show it to other persons after notice of termination.

14. Wherever the words "Lessor" and "Lessee" appear in this contract, the terms shall also include their heirs, assigns, executors, administrators or successors.

IN TESTIMONY WHEREOF, witness our hands and seals the day and date first written above.

STANDARD OIL COMPANY

WITNESSES:

[Signature]
Peggy Green

BY

[Signature]

LESSOR

WITNESSES:

[Signature]
Peggy Green

Holder Falcon Capital Corp
Clay M. Day Jr.
LESSEE



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EXHIBIT "A"

Begin at the point where the northeast boundary of North Boundary St. intersects the southeast boundary of Main Street; thence South $41^{\circ} 24'$ E along the northeast boundary of North Boundary Street, a distance of 150.0 feet to a point; thence N $49^{\circ} 00'$ E parallel to the southeast boundary of Main Street, a distance of 140.0 feet to a point; thence N $41^{\circ} 24'$ W parallel to the Northeast boundary of North Boundary Street, a distance of 150.0 feet to a point on the southeast boundary of Main Street; thence South $49^{\circ} 00'$ W along the southeast boundary of Main Street a distance of 140.0 feet to the point of beginning.

The leased premises covers land only (described above) excluding service station building.



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1974 APR -8 PM 12:45
J.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. J. [Signature]
JUDGE OF PROBATE