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A G R E E M E N T

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Shelby Cnty Judge of Probate, AL
07/03/1979 12:00:00 AM FILED/CERT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Andress Engineering Company, a corporation, as owner of certain real estate described in Exhibit "B", which is attached and made a part of this Agreement, does hereby agree to the following:

1. That Andress Engineering Company, as Lessor, executed a certain lease with Shelly Cain, Jr., an individual, as Lessee, dated September 30, 1978, in regard to the above described real estate.

2. That Higginbotham Oil Company, Inc., as Lessor, executed a certain master equipment lease with Shelly Cain, Jr., as Lessee, dated April 2, 1979, whereby certain equipment as described in Exhibit "A", and made a part of this Agreement, is to be located on the leased premises as described in the lease (Exhibit "B") dated September 30, 1978, between Andress Engineering Company, Lessor, and Shelly Cain, Jr., Lessee.

3. That Higginbotham Oil Company, Inc., has entered into a lease with Equico Lessors, Inc., regarding certain equipment as described in Exhibit "A", whereby all of the described equipment is to be located on the property owned by Andress Engineering Company as described in Exhibit "B". That title to such equipment shall remain in Equico Lessors, Inc., its legal representatives, successors, agents, or assigns, until such time as it is conveyed by Equico Lessors, Inc. to other parties.

4. It is agreed by Equico Lessors, Inc., as Lessor, under that certain lease dated April 24, 1979, between Equico Lessors, Inc., as Lessor and Higginbotham Oil Company, as Lessee, that in the event there is a default under the terms of the equipment lease between these parties that each party shall give Andress Engineering Company notice in writing by certified mail stating as to the conditions creating the default. It is further agreed that Andress Engineering Company shall have the option within thirty (30) days of receipt of notice to cure the default condition or conditions and assume the equipment lease as Lessee under the same terms and conditions as Higginbotham Oil Company, Inc., Lessee.

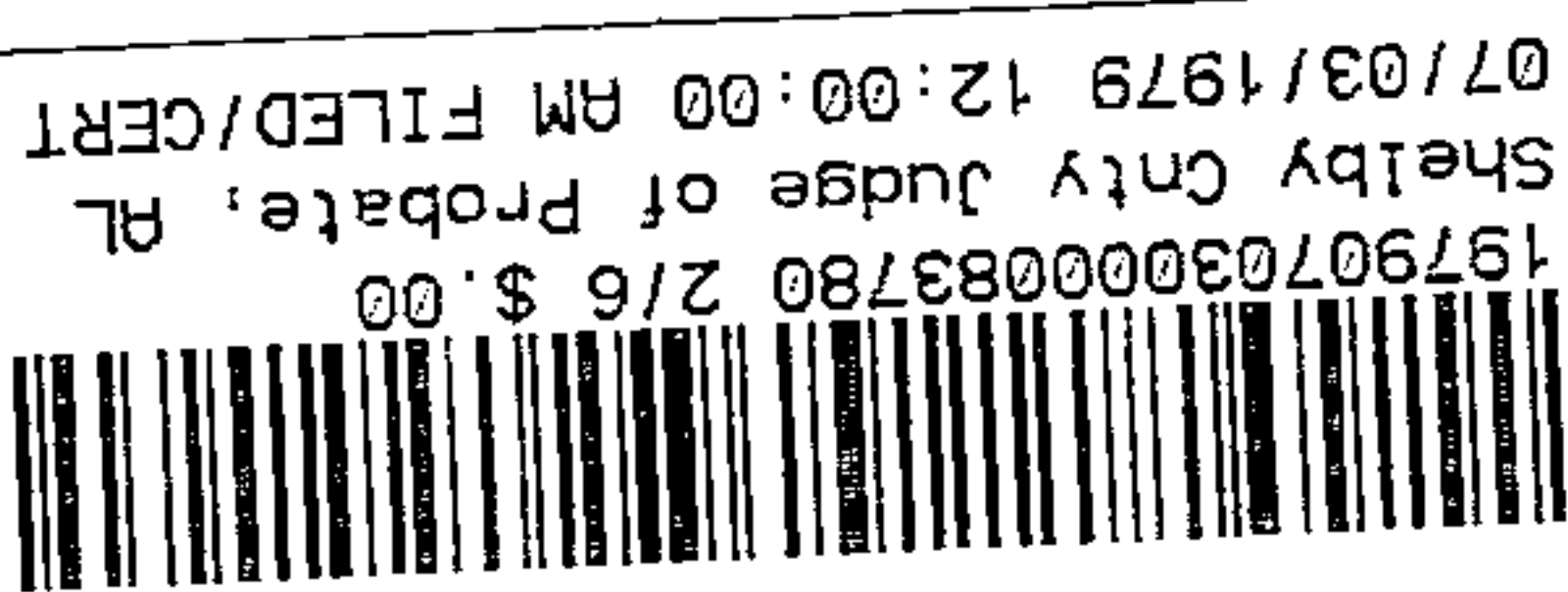
Equico Lessors, Inc.
Suite 700

5. Andress Engineering Company does hereby recognize and acknowledge that any claim or claims that Equico Lessors, Inc., has or may hereafter have against said equipment is superior to any lien or claim of any nature which Andress Engineering Company now has or may hereafter have to such equipment by statute, agreement or otherwise.

6. Andress Engineering Company does hereby waive any right that the corporation may have in regard to rent in arrears against certain equipment listed in Schedule "A". The waiver shall exist only so long as title remains exclusively in Equico Lessors, Inc. It is further agreed that Equico Lessors, Inc., and Higginbotham Oil Company, Inc., shall notify Andress Engineering Company by certified mail when title to such personal property is transferred from Equico Lessors, Inc., to another party.

7. It is further agreed that Equico Lessors or its assigns or agents may remove said equipment from the above described premises subject to paragraph four of this agreement and that Equico Lessors, Inc., will be responsible for repairs to the premises due to removal of the equipment so as to leave the real property in satisfactory condition.

8. This Agreement shall inure to the benefit of the successors and assigns of Equico Lessors, Inc., and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.



APPROVED BY:

ANDRESS ENGINEERING COMPANY,
a corporation

HIGGINBOTHAM OIL COMPANY, INC.

EQUICO LESSORS, INC.

HARRY R. ANDRESS
Its President

By
Its

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STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bernie Higginbotham, Jr., whose name as Vice President of Higginbotham Oil Company, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, 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 official seal this the 11th day of June, 1979.

Bernie S. Tidwell
NOTARY PUBLIC

Notary Public, Alabama State of Large
My Commission Expires Aug. 24, 1981
Bonded by Home Insurance Co. of N.Y.

STATE OF ALABAMA)
COUNTY OF Jasper)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Harry R. Andress, whose name as President of Andress Engineering Company, a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, 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 official seal this the 11th day of June, 1979.

Garland R. Brown
NOTARY PUBLIC

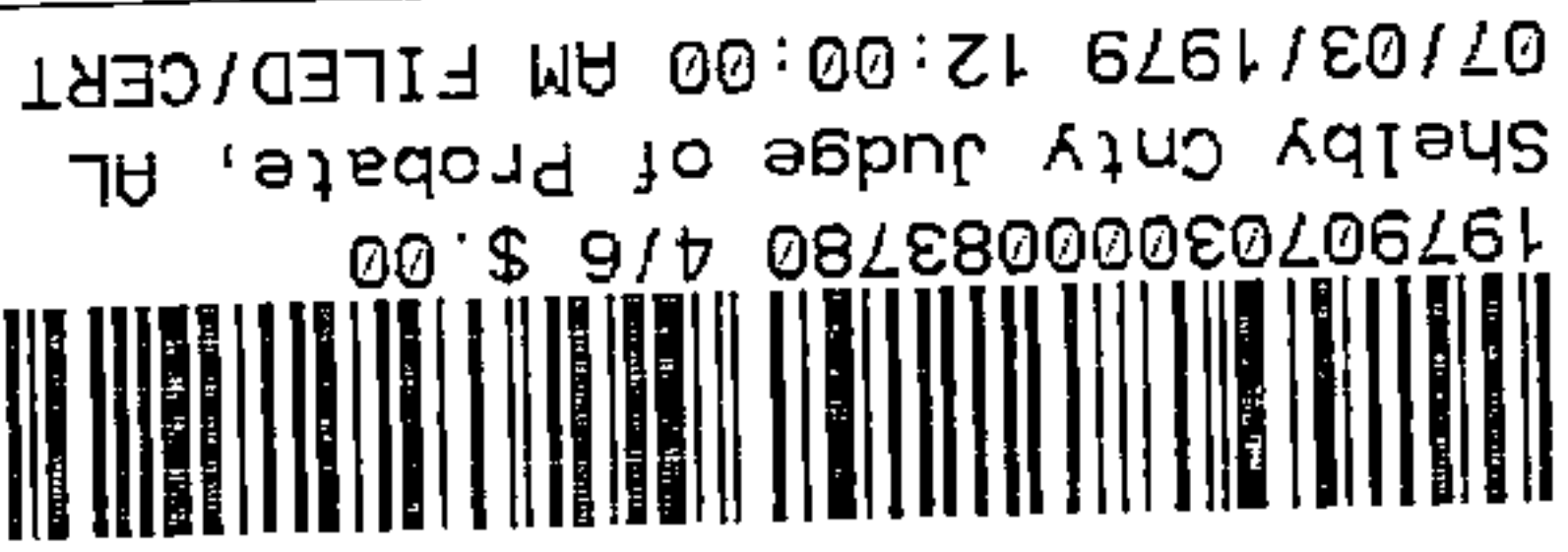
STATE OF GEORGIA)
COUNTY OF DeKalb)


19790703000083780 3/6 \$.00
Shelby Cnty Judge of Probate, AL
07/03/1979 12:00:00 AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R. O. Siggelkow, whose name as Assistant Vice President of Equico Lessors, Inc., a corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing document, 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 official seal this the 14th day of June, 1979.

William A. [Signature]
NOTARY PUBLIC (Georgia) State of Large
My Commission Expires July 16, 1982



(Continued from reverse side hereof)

5. The equipment is and at all times shall remain the sole and exclusive personal property of Lessor. No right, title or interest in the equipment shall pass to Lessee other than the right to maintain possession and use of the equipment for the full lease term, conditioned upon Lessee's compliance with the terms and conditions of this Agreement. Plates or markings may be affixed to or placed on the equipment indicating ownership. 6. Lessee, at Lessee's own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefore and shall not materially alter the equipment without the consent of Lessor. 7. Lessee hereby assumes and shall bear the entire risk of loss for theft, loss, damage, or destruction of the equipment, from any and every cause whatsoever. No such loss or damage shall impair any obligation of Lessee under this Agreement which shall continue in full force and effect. In the event of such loss or damage and irrespective of, but applying full credit for payment from any insurance coverage, Lessee shall, at its own cost and expense at the option of Lessor: (a) place the same in good repair, condition and working order; or (b) replace the same with similar equipment of equal value; or (c) pay all sums due and owing under this Agreement, computed from the date of such loss or damage, in which case this Agreement shall terminate, except for Lessee's duties under paragraph 9, as of the date such payment is received by Lessor. 8. Lessee shall comply with all laws, regulations and orders relating to this Agreement and the use, operation or maintenance of the equipment. 9. Lessee shall indemnify Lessor against and hold Lessor harmless from any and all claims, actions, suits or proceedings, including all costs, expenses, damages, attorney's fees or other liabilities arising out of, connected with or resulting from, including without limitation the selection, delivery, possession, use, operation or return of the equipment. 10. Lessee shall not sell, assign, sublet, pledge, mortgage, hypothecate or otherwise encumber or suffer a lien upon or against any interest in this Agreement or the equipment or remove the equipment from the place of installation set forth herein, unless Lessee obtains the written consent of Lessor which consent shall not be unreasonably withheld. 11. Lessee shall pay directly, or to Lessor, all license fees, registration fees, assessments and taxes which may now or hereafter be imposed upon the ownership, sale (if authorized), possession or use of the equipment, excepting only those based on Lessor's income, and shall keep the equipment free and clear of all levies, liens or encumbrances arising therefrom. All required personal property tax returns relating to the equipment shall be filed by Lessor unless otherwise provided in writing. If Lessee fails to pay any said fees, assessments or taxes, Lessor shall have the right, but not the obligation, to pay the same and such amount, including penalties and costs, shall be repayable to Lessor with the next installment of rent and if not so paid shall be the same as failure to pay any installment of rent due hereunder. Lessor shall not be responsible for contesting any valuation of or tax imposed on the equipment but may do so strictly as an accommodation to Lessee and shall not be liable or accountable to Lessee therefore. 12. Time is of the essence in this Agreement and no waiver by Lessor of any breach or default shall constitute a waiver of any additional or subsequent breach or default by Lessor nor shall it be a waiver of any of Lessor's rights. If any rental payment shall be unpaid for more than ten (10) days after the due date thereof, Lessor shall have the right to add and collect a reasonable late charge of ten percent (10%) or a lesser amount if established by any state or federal statute applicable thereto, plus interest at the maximum rate permitted by law together with any other expenses necessarily incurred by reason of such nonpayment and Lessor may exercise any one or more of the remedies set forth in paragraph 14. 13. Neither this Agreement nor any interest in the equipment is assignable or transferable by operation of the law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against Lessee, if Lessee is adjudged insolvent, if Lessee makes any assignment for the benefit of creditors, if any receiver is appointed with power to take possession of the equipment or affect Lessor's rights under this Agreement, or a writ of attachment or execution is levied on the equipment and not released or satisfied within ten (10) days thereafter, this Agreement shall immediately terminate, unless Lessor gives written notice otherwise, and the equipment or this Agreement shall not be treated as an asset of Lessee and Lessor may exercise any one or more of the remedies set forth in paragraph 14 for any damages occasioned thereby. 14. If Lessee fails to observe, keep or perform any term or condition of this Agreement or of any other contract between Lessor and Lessee, Lessor shall have the right to recover from Lessee reasonable damages caused by any such default, including Lessor's costs and expenses and, at the option of Lessor, to terminate this Agreement and all other contracts between Lessor and Lessee and take possession of the equipment, which Lessee hereby agrees to voluntarily surrender, provided however, if Lessee fails to surrender the equipment to Lessor upon termination of Lessee's default, or Lessee fails to pay rent or any monies deemed to be rent, or Lessee disposes of or encumbers the equipment without the consent of Lessor, Lessor shall have the right to exercise the following remedies: (a) to declare the entire amount of rent hereunder immediately due and payable and, at the option of Lessor and without terminating this Agreement, (b) to take possession of the equipment, which Lessee hereby agrees to surrender upon demand from Lessor, and sell or re-lease same applying the proceeds from sale or re-lease to pay past due and accelerated rental payments after deducting costs and expenses of repossession and sale or re-lease. Lessor may seek to enforce the terms of this Agreement through any court of competent jurisdiction and Lessor may seek relief other than as specified in this Agreement to the extent such relief is not inconsistent with the terms of this Agreement. Lessee agrees to pay reasonable attorney's fees and court costs incurred by Lessor in the enforcement of the terms of this Agreement.

In any instance where Lessee and Lessor have entered into more than one contract, Lessee's default under any one contract shall be a default under all contracts and Lessor shall be entitled to enforce appropriate remedies for Lessee's default under each such contract. 15. Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the replacement cost new of the equipment without consideration for depreciation and shall carry public liability insurance, both personal injury and property damage covering the equipment and Lessee shall be liable for all deductible portions of all required insurance. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessee and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 10 days written notice prior to the effective date of any alteration or cancellation of such policy. The proceeds of such insurance payable as a result of loss of or damage to the equipment shall be applied, at the option of Lessor, as set out in paragraph 7. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policies. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this Agreement, Lessor shall have the right but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by and expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor with the next monthly payment of rent. 16. This Agreement cannot be cancelled or terminated by Lessee except for non-performance by Lessor. Lessor shall be deemed to have fully performed at the time the equipment is delivered to and accepted by Lessee. 17. Upon expiration of the lease term, Lessee will immediately return the equipment in as good a condition as received, less normal wear, tear and depreciation to Lessor's branch office which is nearest to the place of installation or to such other reasonable place as is designated by Lessor. If equipment shall be carefully crated shipped freight prepaid and properly insured.

THIS LEASE CANNOT BE CANCELLED

This schedule is to be attached to and becomes part of the Agreement dated X April 24, 1977, between the undersigned and Equico Lessors, Inc. or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
new	12	310-1 Wayne Decade Pumps		420602, 672, 750, 669, 697, 752, 88670, 743, 814, 89
new	1	Wayne PP/SY90/12R System 90 Console		000480
new	16	Whiteway RA400 SMH Lights		
new	2	Whiteway AS1000 W-M Light		
new	2	White TSP 16' X 2" Pole		
new	1	Champion 20BV10P Air Compressor		308817
new	3	10,000 Gallon Underground Tanks		
new	3	Red Jacket Submersible Pumps		
new	1	48' X 60' 6 Column Canopy		
new	1	Model 16 Vending Patio		
new	2	Model C5 Floor Safes		
new	1	Vacuum Cleaner		
new	1	Hand Dryer		
new	1	Model 670106 Paydrawer		
new	4	3' X 16' X 9" Island Forms		
new	1	Bogen Intercom		
new	5	Intercom Speakers		
new	2	SS208 B/Y Price Signs		
new	3	OPW 104A 12" Manholes		
new	3	Red Jacket 24" X 24" Manholes		
new	3	OPW 61-S 4 X 4 Fill Caps		
new	4	4" X 60" Bumper Post		
new	3	4" X 28" Fill Pipes		
new	12	OPW 10RF 1 1/2" Check Valve		
new	18	Lengths 2" Galvanized Pipe		
new	1	Lengths 1 1/2" Galvanized Pipe		
new	4	Lengths 1/2" Galvanized Pipe		
		Miscellaneous parts, fittings, and labor		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

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Higginbotham Oil Company, Inc.
(Name)

By: X Burnie Higginbotham Jr
Its: X Vice-Pres

[Signature]



Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 474.70 feet to the point of beginning; thence continue along the last stated course a distance of 82.20 feet to a point; thence 117° 04' to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence 89° 59' to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 73.20 feet to a point; thence 90° 01' to the right in a Northwesterly direction a distance of 133.51 feet to the point of beginning. Containing 11,142.02 square feet or 0.256 acres.

Commence at the Northwest corner of the N.W. 1/4 of the S.E. 1/4 of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said 1/4-1/4 section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence 117° 04' to the right in a Southwesterly direction a distance of 133.51 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; said point lying on a curve to the right having a central angle of 1° 31' 58" and a radius of 5639.58 feet; thence 89° 59' to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 150.86 feet to a point; thence 88° 29' 02" to the right (angle measured to tangent) in a Northwesterly direction a distance of 54.60 feet to the point of beginning. Containing 14,260.40 square feet or 0.327 acres.

RECORD OWNER, ADDRESS, LOCAL EERING COMPANY

REC# 54466

[Signature]

STATE OF ALABAMA
COUNTY OF SHELBY

1919 JUL -3 PM 1:35 Rec. 900

JUDGE OF PROBATE

