

585
A G R E E M E N T



19791012000133020 1/4 \$.00
Shelby Cnty Judge of Probate, AL
10/12/1979 12:00:00 AM FILED/CERT

This Agreement is made on this the 11th day of June, 1979, between Andress Engineering Company, a corporation, and Shelly Cain, Jr., an individual, in regard to that certain lease dated September 30, 1978, whereby the parties agree to the following:

1. Andress Engineering Company does hereby agree to modify paragraph two of the lease dated September 30, 1978, whereby the initial term of the lease will remain five years to begin on the first day of October, 1978, and terminating on the last day of September, 1983. Andress Engineering Company as Lessor does hereby agree to lease said real property described in paragraph one of the lease dated September 30, 1978, for an additional period of one year to begin on October 1, 1983, and terminate on the last day of September, 1984. This one year term is for the purpose of accommodating the Lessee, Shelly Cain, Jr., due to a conflict in a certain equipment lease with Higginbotham Oil Company, Inc., and Equico Lessors, Inc.

The rental for the one year term shall be adjusted to reflect the change in the cost of living as shown by the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, or, if said Consumer Price Index is discontinued, then by any comparable index. Thus, the Lessee, Shelly Cain, Jr., agrees that at the end of the initial five year term that the monthly rental will be increased or decreased in the same percentage that the Consumer Price Index or comparable index has increased or decreased from the date of this lease to the termination of the initial five (5) year term.

2. The three separate five year options shall remain the same as described in paragraph four of the lease dated September 30, 1978, between the parties except that the first option may be exercised at the expiration of the one year term described in paragraph one of this agreement.

3. It is agreed by Shelly Cain, Jr., as Lessee, and Higginbotham Oil Company, Inc., as Lessor, in regard to that certain equipment lease dated April 2, 1979,, 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

Andress Engineering Company

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 Shelly Cain, Jr., Lessee.

Shelly Cain, Jr., shall be responsible for indemnification and payment of all of Andress Engineering Company's expenses which shall include attorney fees in connection with any default.

4. Upon expiration of the lease dated September 30, 1978, and vacation of the property by the Lessee, it is further agreed that the Lessee shall remove all subsurface tanks or leave them in such a condition as shall be approved by Andress Engineering Company in writing.

5. The Lessee, Shelly Cain, Jr., does hereby further warrant that in the event any equipment is removed from the building or any improvements that such structures and surface will remain in satisfactory condition, ordinary wear and tear excepted. That Shelly Cain, Jr., shall be responsible for such damages and expenses due to the removal of the equipment.

6. The lease dated September 30, 1978, shall continue in its entirety to be binding upon Andress Engineering Company as Lessor, and Shelly Cain, Jr., as Lessee, except for the above modifications.

APPROVED BY:

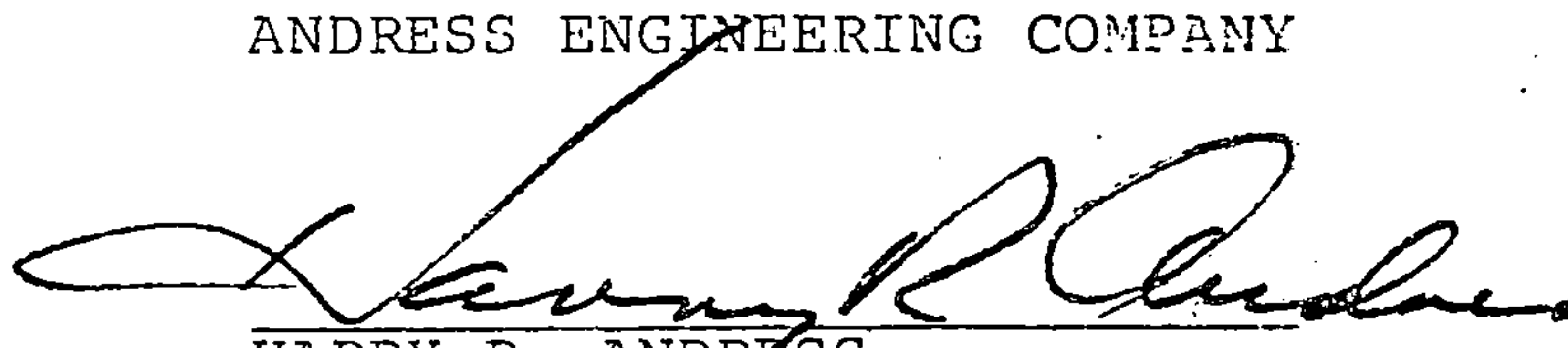
LESSOR:


HIGGINBOTHAM OIL COMPANY, INC.

ANDRESS ENGINEERING COMPANY

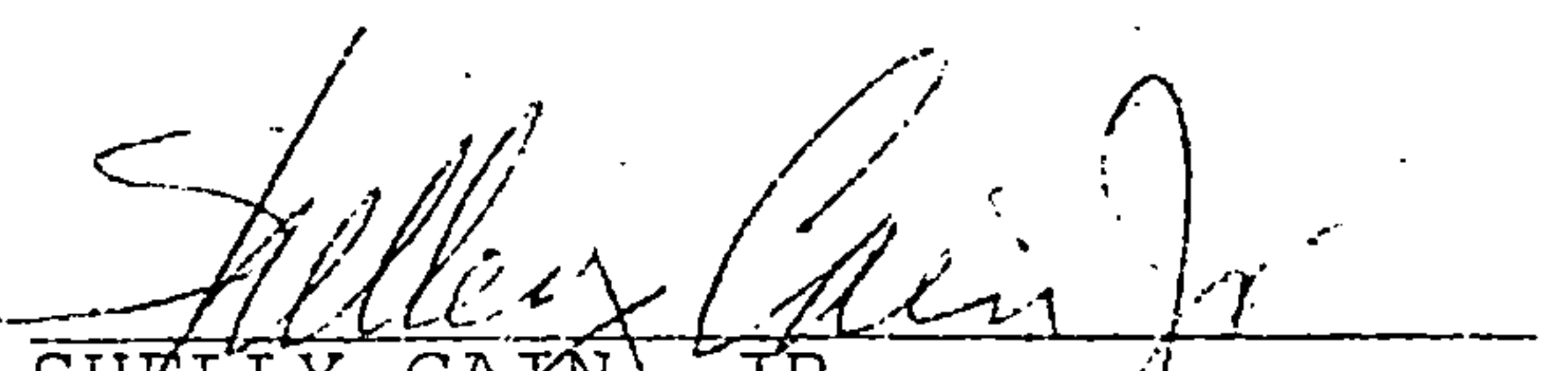
By

Its


HARRY R. ANDRESS
President


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LESSEE:


SHELLY CAIN, JR.

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, 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. Higginbotham
NOTARY PUBLIC



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BOOK 33 PAGE 137

STATE OF ALABAMA)
COUNTY OF _____)

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.

Charles A. Rieck
NOTARY PUBLIC

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Shelly Cain, Jr., whose name 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 executed the same voluntarily on the day

the same bears date.

Given under my hand and official seal this the 11th day
of June, 1979.

Thomas J. Lowell

NOTARY PUBLIC

My commission expires August 14, 1980
I am bonded by the Indemnity Co. of N. Y.



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BOOK 33 PAGE 138

STATE OF ALA. SHELBY CO.
J. CLAYTON FINE
CLERK OF PROBATE

1979 OCT 12 PM 12:40

Thomas J. Lowell
JUDGE OF PROBATE

Rec. 6⁰⁰
Dist. 1⁰⁰
7⁰⁰