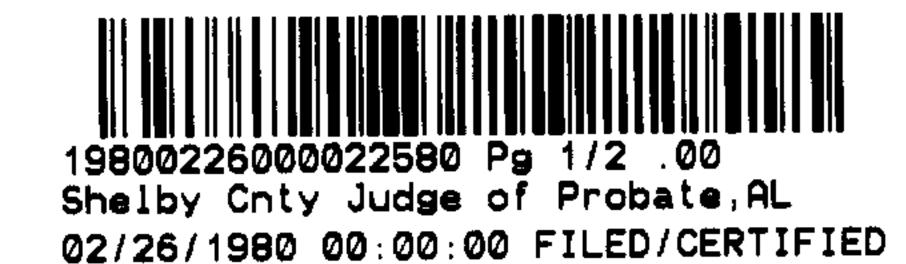
## LEASE AGREEMENT



STATE OF ALABAMA
SHELBY COUNTY

1. Lessor hereby leases unto Lessee that certain tract or parcel of land with all buildings, structures, improvements and equipment thereon, in the county of Shelby and State of Alabama, described as follows:

Commencing at the point of intersection of the center line of Montgomery Avenue and the center of the main line track of the Southern Railroad; thence north along the center line of Montgomery Avenue a distance of 494 feet; thence at a right angle left a distance of 40 feet to an iron pin; thence at a right angle to the right north along the west line of said avenue a distance of 75 feet to the point of beginning of the lot herein described; thence continue north along the west line of said avenue 100 feet to the south boundary of James H. Pilgreen land; thence at an interior angle of 89 deg. 27 min. left westerly a distance of 150 feet; thence at an interior angle of 90 deg. 33 min. left a distance of 100 feet; thence at an interior angle of 89 deg. 27 min. left a distance of 150 feet to the point of beginning, said property lying in the city of Calera, Shelby County, Alabama; Also the following easement: Beginning at the southeast corner of the above described land and run thence southeasterly along the west boundary of Montgomery Avenue a distance of 40 feet; thence run northeasterly a distance of 56.3 feet to a point on the south boundary of the above described land which is 40 feet west of the southeast corner thereof; thence easterly along said south boundary a distance of 40 feet to the point of beginning.

- 2. This lease shall be for a period of five (5) years commencing on the lest day of February , 1980; and ending on the 31st day of January 1985, with the option to the Lessee to renew the lease for an additional five (5) year period, provided he gives Lessor thirty (30) days notice in writing of his intention to renew the same prior to the date of its expiration, and should elect to renew the lease, the terms and conditions and rental basis shall be negotiated as of that time.
- 3. Lessee agrees to pay as rent for said premises the sum of \$600.00 per month. Said rental shall be payable at the first of each month or within five (5) days thereafter.
- 4. Lessee agrees that he is to maintain the buildings, structures, improvements and equipment hereby leased in adequate condition for the purpose of distributing petroleum products.

Higginbatham Oil Co.

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- 5. Lessee agrees to permit no waste of said property, but to take good care of the same and when this lease is terminated to surrender quiet and peaceable possession of said premises, natural wear and tear excepted.
- 6. If said building should be destroyed, this lease automatically terminates. In the event said building is damaged so that the Lessee cannot operate his business therein, the Lessee shall not be required to pay rent during the time of said non-operation.
- 7. As a part of the consideration of this lease, and for the purpose of securing the Lessor prompt payment of said rent as herein satipulated, the Lessee hereby waives all right which he has under the constitution and laws of the State of Alabama to have personal property exempt to him from levy or sale or other legal process. Lessee further agrees to pay all attorney's fees which might be incurred as a result of his violating any of the terms and conditions of this lease.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals in duplicate this the  $\frac{1}{1000}$  day of  $\frac{1000}{1000}$ .

SOOK

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Henry Betterns Vitness

C. P. Walker, Lessor

Henry Bollows
Witness

Burnie Higginbotham, Sr., Lessee dba: Higginbotham Oil Company, Inc.

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