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LEASE AGREEMENT

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Shelby Cnty Judge of Probate, AL
02/26/1980 00:00:00 FILED/CERTIFIEDSTATE OF ALABAMA
SHELBY COUNTY

This agreement made this the 1 day of Feb, 1980, between
C. P. Walker as Lessor and Burnie Higginbotham, Sr. (dba: Higginbotham Oil Company,
Incorporated), as Lessee, WITNESSETH:

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
1st 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 ne-
gotiated 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.

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Higginbotham Oil Co.
Brewer
Feb. 1980

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 1st day of Feb., 1980.

Henry O. Bottoms
Witness

C. P. Walker
C. P. Walker, Lessor

Henry O. Bottoms
Witness

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

STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE

1980 FEB 26 AM 11:40 Adel tax 30.50

Rec. 30.00

Ind. 1.00

34.50

Higginbotham Oil Company, Inc.
JUDGE OF PROBATE

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