

STATE OF ALABAMA )  
JEFFERSON COUNTY )

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT made and entered into on this the 11 day of April, 1980 by and between A.J. McGUIRE and wife, FRANCES E. McGUIRE (hereinafter called "Landlords") and ACTION GRAND PRIX, INC. (hereinafter called "Tenant").

W I T N E S S E T H:

1. DESCRIPTION OF PROPERTY.

That the Landlords do hereby demise and ground lease unto the Tenant the following described real property:

A tract of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at the Northeast Corner of said quarter-quarter section and run along the north line in a westerly direction for a distance of 422.06 feet; thence an angle left of 91 degrees, 23 minutes, 26 seconds and run in a southerly direction for a distance of 412.83 feet to the point of beginning; thence an angle left of 88 degrees, 35 minutes, 50 seconds and run in an easterly direction for a distance of 367.36 feet; thence an angle right of 89 degrees, 15 minutes, 39 seconds and run in a southerly direction for a distance of 265.00 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in an easterly direction for a distance of 42.35 feet to a point on the west right of way line of U.S. Highway No. 31; thence an angle right of 97 degrees, 57 minutes, 54 seconds and run along said right of way in a southerly direction for a distance of 358.43 feet; thence an angle right of 62 degrees, 26 minutes, 25 seconds and run in a southwesterly direction for a distance of 172.60 feet; thence an angle right of 9 degrees, 22 minutes, 40 seconds and run in a westerly direction for a distance of 106.40 feet; thence an angle left of 115 degrees and run in a southeasterly direction for a distance of 166.13 feet; thence an angle right of 94 degrees, 2 minutes and run for a distance of 30.07 feet; thence an angle right of 85 degrees, 58 minutes and run in a northwesterly direction for a distance of 269.48 feet; thence an angle right of 36 degrees, 5 minutes, 30 seconds and run in a northerly direction for a distance of 190.02 feet; thence an angle left of 125 degrees, 30 minutes and run in a southwesterly direction for a distance of 22.63 feet; thence 87 degrees 02 minutes right and run in a northwesterly direction for a distance of 198.83 feet; thence an angle right of 85 degrees, 30 minutes, 00 seconds and run in a northeasterly direction for a distance of 175.89 feet; thence an angle left of 49 degrees, 13 minutes, 39 seconds and run in a northerly direction for a distance of 175.35 feet to the Point of Beginning. Tract contains 272,471.81 square feet or 6.255 acres.

This instrument was prepared by Eric L. Carlton, Attorney at Law, 1600 Bank for Savings Building, Birmingham, Alabama 35203.



Together with:

A 50' wide parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at the Northeast corner of said quarter-quarter section and run along the north line in a westerly direction for a distance of 422.06 feet; thence an angle left of 91 degrees, 23 minutes, 26 seconds and run in a southerly direction for a distance of 412.83 feet; thence an angle left of 88 degrees, 35 minutes, 50 seconds and run in an easterly direction for a distance of 367.36 feet to the Point of Beginning; thence an angle right of 89 degrees, 15 minutes, 39 seconds and run in a southerly direction for a distance of 265.00 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in an easterly direction for a distance of 42.35 feet to a point on the west right of way line of U.S. Highway No. 31; thence an angle left of 82 degrees, 02 minutes, 06 seconds and run in a northerly direction along said right of way for a distance of 50.54 feet; thence an angle left of 8 degrees, 42 minutes, 15 seconds and run in a northerly direction for a distance of 214.93 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in a westerly direction for a distance of 50.00 feet to the Point of Beginning. Parcel contains 13,057.37 square feet or 0.30 acres more or less.

See Exhibit "A" attached hereto and made a part of this lease.

2. PRIMARY TERM; COMMENCEMENT DATE.

The primary term of this lease shall begin (a) one hundred twenty days from the date of delivery of the leased premises or (b) upon opening to the public of the proposed driving skills and entertainment center, whichever is the first to occur, and shall continue for a period of five (5) calendar years.

Tenant may enter upon the leased premises prior to the commencement date for the purpose of preparing the leased premises for the operation of Tenant's business.

3. RENTAL AND OPTION TO RENEW.

(a) Tenant hereby agrees to pay to Landlords the sum of Thirty Six Thousand and no/100 Dollars (\$36,000.00) per year for the first two (2) years of the primary lease term, due and payable in twelve equal monthly installments



of Three Thousand Dollars (\$3,000.00), the same to be due and payable in advance on the first day of each month of said lease term.

(b) Tenant hereby agrees to pay to Landlords the sum of Fifty-eight thousand eight hundred and no/100 Dollars (\$58,800.00) per year for the last three (3) years of the primary lease term, due and payable in twelve equal monthly installments of Four thousand nine hundred and no/100 Dollars (\$4,900.00), the same to be due and payable in advance on the first day of each month of said lease term.

(c) Said rentals to be due and payable in advance on the first day of each month.

(d) At the end of the five year primary lease period, the Tenant will have the option of (1) permitting the lease to expire, (2) renewing the lease for one additional five-year term at the then fair market rental value, determined as provided below, or (3) purchasing the property from Landlords at a price of \$700,000.00. Tenant must give Landlords written notice of its intention either to renew this lease or to purchase the property at least six months prior to the expiration of the primary term.

(e) In the event Tenant exercises its option to renew this lease, and the parties are unable to agree on the fair market rental value for the renewal term, either party shall have the right to notify the other of the inability of the parties to reach such agreement. Within ten days of receipt of such notice of inability to agree, each party shall select an arbiter who shall be a member of the American Institute of Real Estate Appraisers and shall within said ten-day period notify the other party of the selection. If the other party shall fail or refuse to nominate his arbiter during said ten day period, the single arbiter named shall act as the sole arbiter, and his decision shall be final and



binding. If the two arbiters are selected within said period, then they shall attempt to determine the fair market rental value for the five-year renewal term. If they are unable to agree upon the fair market rental value within thirty days, they shall agree upon a third member of said institute to serve as an arbiter who shall within thirty days after his selection consider the evidence of the other arbiters. If the two arbiters cannot agree upon a third member of the institute, then the selection of the third arbiter shall be submitted to the American Arbitration Association, which shall select the third arbiter from the members of the American Institute of Real Estate Appraisers. The decision of a majority of the three arbiters shall be final and binding upon both parties. Each party shall pay the cost of his arbiter and the cost of the third arbiter shall be borne equally. During the arbitration process, each party shall be allowed to present such written and oral testimony or evidence as it may desire and shall have the right to be represented by counsel. In no event shall the rental during the renewal term be less than \$4,900.00 per month. At the end of such renewal term, Tenant shall again have the option to purchase the leased premises as provided in paragraph 3(d)(3) hereof; provided, however, that the purchase price shall be determined by agreement of the parties or, if they should be unable to agree, said purchase price shall be the fair market value determined by arbitration as provided above.

(f) In the event Tenant exercises its option to purchase the property, Landlords shall convey the same to Tenant, upon payment of the purchase price therefor, by a general warranty deed, subject to no liens or encumbrances other than (1) liens or encumbrances suffered or incurred by Tenant, (2) a non-exclusive 50-foot easement across the 0.30 acres constituting the northeast corner of the property, and (3) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist



with respect to properties similar in character to said property and which do not, in the opinion of counsel satisfactory to Tenant, materially impair the real property for the purpose for which it is used by Tenant.

4. LATE CHARGE.

Tenant agrees that a service and bookkeeping charge of Fifty Dollars (\$50.00) shall become due and payable each and every month that the rent has not been received in the office of Johnson-Rast & Hays Co., Inc., 2131 Magnolia Avenue, Birmingham, Alabama 35205 by the 10th of the month.

5. TAXES; ASSESSMENTS.

Tenant shall pay all ad valorem tax assessments and special assessments levied or assessed against the leased premises by any duly constituted authority, including sewer assessments and charges; provided, however, that with respect to special assessments or other governmental charges which may lawfully be paid in installments over a period of years, Tenant shall be obligated to pay only such installments as are required to be paid during the term hereof as such installments come due. Tenant shall pay any such ad valorem tax assessments levied or assessed against any buildings or improvements which Tenant may make or erect on the leased premises during the term hereof. Taxes for the first and last year of the term of this lease shall be prorated between Landlords and Tenant.

6. USE OF PREMISES; CONSTRUCTION; OWNERSHIP.

Landlords acknowledge that there are presently standing on the leased premises a one-story frame house, several mobile homes, and an advertising sign, all of which Landlords agree to remove at their expense within fifteen days from the date of this Agreement. The leased premises will be



considered to have been delivered to Tenant, for purposes of Paragraph 2 hereof, on the date upon which the last of such items is removed.

Tenant shall have the right and privilege during the term hereof to use said premises for the construction, operation and maintenance of a skills driving center and for any other lawful use without the written consent of Landlords, and without limiting the generality of the foregoing, at its expense, to grade, fill, excavate, pave or otherwise alter the existing topographical features thereof, to erect, construct and install any and all buildings, improvements and equipment as it may desire, and to replace, remodel and make additions, alterations and replacements to any such buildings, improvements and equipment. All buildings, improvements and equipment which Tenant may erect, construct, install or improve on the leased premises shall remain the sole property of the Tenant during the term hereof, but upon the final termination of such term or any extensions thereof, any such buildings and improvements then remaining on the leased premises in their then condition shall unconditionally revert to and vest in Landlords, with the exception of furniture, stocks of merchandise, trade fixtures, lighting, signs and other personal property of Tenant, which may be removed by Tenant at any time within thirty (30) days following the final termination of such term, provided that Tenant shall repair any damage to the main structure and close any openings in the exterior walls thereof caused by such removal, and provided further that Tenant is not in default of any terms and conditions of this lease at the time of said termination. This provision shall not be construed to limit or restrict the right of Tenant to assign this lease or sublease the premises for any lawful use under the conditions set forth in paragraph 20 hereof.



7. ZONING.

Tenant proposes to construct, operate and maintain a skills driving and entertainment center on the leased premises. In the event said premises cannot be so used, or in the event Tenant is unable to procure the necessary building permits or other municipal authorization or in the event such use of said premises is denied or prohibited by municipal authority, or in the event said premises cannot lawfully be used for such purpose or such use is prohibited by restrictions or by Tenant's inability to secure adequate utility service to or to locate septic tanks upon the property, Tenant may at its option, and in addition to any other of its rights and/or remedies hereunder, terminate this lease by giving ten (10) days' written notice to Landlords and this lease shall then be null and void and neither of the parties shall be liable to the other for any cost, loss or expense incurred.

8. IMPROVEMENTS.

All buildings or improvements constructed on the leased premises shall be done and completed in a safe, efficient and workmanlike manner, with good quality materials and Tenant shall pay for the cost of such work and shall indemnify and save harmless Landlords from any loss or damage by reason of the cost thereof or damage by reason of any mechanic's and/or materialmen's lien, or any encumbrance of any kind associated therewith. Any and all work done, demolition, grading, filling or other changes of work performed in connection with said leased premises shall in every respect comply with the laws, ordinances and regulations of the State of Alabama, the County of Shelby and City of Pelham and Tenant shall indemnify and save Landlords harmless from any loss, damage or claim because of such work or demolition.



It is mutually understood and agreed that Landlords shall not become obligated in any way or in any wise for labor or materials furnished on the leased premises or services or supplies furnished thereto either by way of construction of buildings or otherwise and that notice is hereby given to all persons, firms or corporations who hereafter might furnish labor, materials, supplies or services to or for said premises that the obligations therefor are entirely the obligations of Tenant and that Tenant alone shall be liable and responsible therefor.

9. UTILITIES.

Tenant agrees that it will promptly pay and discharge all bills for water, light, telephone, sewer service, heat and other similar charges applicable to said premises for the entire term or any renewal of this lease on or before such payments or any of them become delinquent.

10. INDEMNIFICATION AND HOLD HARMLESS.

Tenant will indemnify and save harmless Landlords from any and all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Tenant. Tenant will indemnify, protect and save harmless Landlords from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on or about said premises, and any and all property of Tenant which may be located or stored on said premises.

11. DEFAULT BY TENANT.

In the event that Tenant shall default in the performance of any of the agreements, covenants, conditions, stipulations and terms herein contained and shall have failed to make good said default or commence in good faith to make good the same within thirty (30) days after called upon to



do so by written notice from Landlords, Landlords may immediately, or at any time thereafter, perform the same for the account of Tenant and any amount paid or any expense or liability incurred by Landlords in the performance of the same shall be deemed to be additional rent payable by Tenant and shall be and become due and payable immediately and the failure to do so will constitute, at Landlords's sole election, a default hereunder.

12. RIGHT OF INJUNCTION.

In the event of a breach or threatened breach by either party hereto of the conditions and covenants hereof, the other party shall have the right of injunction to restrain the same and the right to invoke any remedy available at law or in equity to the same extent as if specific remedies, indemnities or reimbursements were herein provided for.

13. CUMULATIVE RIGHTS.

The rights and remedies herein given to and reserved by Landlords and Tenant, respectively, are distinct, separate and cumulative rights and remedies and no one of them whether or not exercised by Landlords or Tenant, shall be deemed to be in exclusion of any of the others.

14. LANDLORDS' RIGHT TO ANNUL AND TERMINATE AND TO RE-ENTER.

Upon the happening of any one or more of the events as expressed below in (a) through (f) inclusive, Landlords shall have the right at the option of Landlords to either annul and terminate this lease upon two (2) days' written notice sent by certified mail to Tenant and thereupon to re-enter and take possession of the leased premises or the right upon such two (2) days' written notice to Tenant to re-enter and relet the leased premises or parts or parcels thereof from time to time as agent of Tenant, and such re-entry and/or reletting shall not discharge Tenant from any



liability or obligation hereunder except that net rents collected as a result of such reletting shall be a credit on the Tenant's liability for rents payable under the terms of this lease. Nothing herein, however, shall be construed to require the Landlords to re-enter and relet in such event, nor shall anything herein be construed to postpone the right of Landlords to sue for rents, but, on the contrary, Landlords are hereby given the right to sue for all rents then due and payable at any time after default:

- (a) If Tenant should fail to pay any one or more of said monthly installments of rent as and when the same shall become due and such default shall continue for as much as thirty (30) days after notice thereof be given the Tenant by certified mail;
- (b) In the event a voluntary petition in bankruptcy is filed by Tenant or the Tenant is adjudged a bankrupt;
- (c) In the event Tenant makes a general assignment for the benefit of creditors;
- (d) In the event the appointment of a receiver, whether in bankruptcy or otherwise, of the Tenant's property, provided such appointment be not vacated or set aside within ninety (90) days;
- (e) In the event of the filing by Tenant of a voluntary petition for reorganization under Chapter X of the National Bankruptcy Act or any act substantially similar thereto; or
- (f) In the event Tenant violates any of the other terms, conditions, covenants, stipulations or agreements on the part of Tenant herein contained and fails to remedy or commence in good faith to remedy the same within thirty (30) days after written notice thereof by certified mail by Landlords to Tenant.

15. TENANT ACCEPTS PREMISES AS IS, NON-LIABILITY OF LANDLORDS.

This is a lease of unimproved land. Tenant has inspected the premises leased hereunder and accepts the same in their present condition, and Tenant agrees that all persons entering upon said premises pursuant to or in connection with the use



of said premises under this lease do so at their own risk, so far as Landlords are concerned, and that neither the Landlords nor their agents, servants, or employees shall be liable for any act or negligence resulting in injury (including death) or damage to any person or persons or property while on or about said premises. Nothing contained in this Lease shall be construed to release Landlords, their agents, servants, or employees from any liability for or loss or damage arising from their own conduct.

16. ATTORNEY.

In the event of the employment by Landlords of any attorney to collect any rents due by Tenant hereunder and unpaid, or to protect the interests of the Landlords in the event Tenant files a voluntary petition for reorganization, or a receiver is appointed for the property of Tenant, or legal process is levied upon the goods of Tenant upon said premises or upon the interest of Tenant in this lease, or in the event of a violation by Tenant of any of the terms, conditions, covenants and agreements on the part of Tenant herein contained, which violation is not remedied in thirty (30) days after written demand on Tenant, then in such event, Tenant will pay to Landlords the reasonable fees of such attorney.

17. EMINENT DOMAIN.

If all or substantially all of the demised premises (or such portion thereof as to render the remainder thereof unsuitable for the purposes of Tenant at the opinion of Tenant) are taken under the exercise of the power of eminent domain by any governmental authority or person, firm or corporation having such power, this lease shall terminate as of the date possession of said premises shall be surrendered



to or taken by such authority or person, firm or corporation, and Tenant shall thereupon be relieved of all future rent payments hereunder, and any rent which has been paid in advance shall be prorated as of such date and refunded by Landlords. In the event of any other taking of any part of the demised premises under the exercise of the power of eminent domain by any such authority or person, firm or corporation, this lease shall remain in full force and effect, and (a) Landlords shall lease to Tenant adjoining land equal in usable area to the part of the premises so taken, or (b) if Landlords are unable to lease to Tenant such adjoining land, the monthly net rent thereafter to be paid hereunder shall be reduced in the same proportion as the value of the part of said premises taken (excluding the value of the buildings and improvements thereon) bears to the value of the part of said premises remaining (excluding the value of the buildings and improvements thereon).

The provision set forth above in this paragraph shall in no way prejudice or interfere with any claim which Landlords or Tenant has against the authority or person, firm or corporation exercising the power of eminent domain for compensation and damages or otherwise, and any compensation received by Landlords or Tenant shall belong to the party receiving such compensation. In the event, however, that only one award is made for such taking, without separation thereof for the respective parties, the parties shall make a division of such award as is fair and equitable under the circumstances, taking into account the value of any buildings or improvements constructed by Tenant for which Tenant shall be compensated from such award.



18. INSURANCE.

Tenant shall keep the buildings and improvements on said premises insured at all times during the term hereof at its own cost and expense against damage by fire or other casualty customarily embraced within the term "extended coverage" under policies issued by a financially responsible insurance company qualified to do business in this State for not less than eighty percent (80%) of the full and insurable value of such buildings and improvements. The proceeds of such insurance shall at the option of Tenant be used to the extent necessary to repair the damage caused by any fire or other casualty insured against and the excess of such proceeds, if any, over the cost of such repair shall belong to Tenant.

Tenant shall also maintain, at Tenant's sole expense, at all times public liability insurance on said premises in an amount not less than \$250,000, \$500,000, \$100,000 and shall have Landlords named as co-insured.

19. NOTICE.

Any notices, demands or communications hereunder to Tenant shall be served or given by United States Certified Mail, addressed to Tenant in care of Action Toyota, Inc., 9709 Parkway East, Birmingham, Alabama 352 , Attention: Mr. Allen E. Willey, and any such notices, demands, or communications hereunder to Landlords shall be served or given by United States Certified Mail addressed in care of Landlords' agent, Johnson-Rast & Hays Co., Inc., 2131 Magnolia Avenue South, Birmingham, Alabama 35205, provided that either Landlords or Tenant may at any time hereafter in writing notify the other party of some other address to which such party desires that such notices, demands and communications be sent, and following such written notice



all such demands, notices and communications shall be sent to the address so specified and likewise by United States Certified Mail.

20. SUBLEASE.

Tenant shall not sublease the demised premises or any part thereof or assign this lease except with the written consent of Landlords, which consent Landlords shall not unreasonably withhold. Any such subleasing or assignment shall not relieve the Tenant from liability for payment of the rental herein provided or from the obligations to keep and be bound by conditions and covenants of this lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or a consent to the assignment or subletting of the demised premises. Notwithstanding the foregoing, Tenant shall be entitled to assign this lease to any corporation controlling, controlled by, or under common control with Tenant or to any limited partnership of which Tenant or any such related corporation is general partner without securing the consent of Landlords.

21. RENTAL COMMISSIONS.

Landlords in consideration of the services rendered by Johnson-Rast & Hays Co., Inc., as agents of Landlords in leasing said premises to Tenant, do hereby authorize said Johnson-Rast & Hays Company, its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Tenant hereunder, or Tenant's successors or assigns, and hereby agree to pay to the said Johnson-Rast & Hays Company, its successors or assigns, for the services



rendered in effecting this lease or any renewal, extension or re-leasing as above provided, the first month's rent and an amount equal to six percent (6%) of all rents and late charges as provided in paragraph 4 above paid by virtue thereof, whether or not affected by Johnson-Rast & Hays Company or any other person, firm or corporation, or whether or not said rent is paid directly to Johnson-Rast & Hays Company, its successors or assigns, and the said commissions to be made as and when rents received by the Landlords, their successors or assigns, and the said Johnson-Rast & Hays Company, their successors and assigns shall be entitled to said commission from the present Landlords, the Landlords' personal representatives, heirs, successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements and hereditaments herein described until this lease terminates.

22. SALES COMMISSION.

In the event the Tenant exercises the option to purchase this property as hereinabove set forth in paragraph 3(d), Landlord agrees to pay Johnson-Rast & Hays Company a sales commission equal to ten (10%) percent of the sales price of the property, less the totals of rental commissions paid to Johnson-Rast & Hays Company during the term of the lease. Landlord shall be solely responsible for the payment of all commissions due Johnson-Rast & Hays Company pursuant to this lease, and Tenant shall not be held responsible for payment of any commissions earned by the Agent.

23. MAINTENANCE.

Tenant shall be responsible for cleaning and maintaining the said leased premises. All buildings erected on said real property or other improvements thereon shall be maintained in a good state of repair during the lease term or any extension thereof.



24. QUIET ENJOYMENT.

Landlords hereby covenant with Tenant that so long as Tenant is not in default in the performance of its obligations hereunder, it shall quietly and peacefully enjoy and possess said premises for the full term of this lease and any renewals thereof without hindrance from Landlords or any other persons and Landlords further covenant with Tenant that they are seized of said premises in fee simple, free of all liens and encumbrances, that Landlords have a good right and full power to lease said premises as herein done, and that Landlords will warrant and defend the same unto Tenant in its use and occupation thereof during the term of this lease and any renewals thereof against the claims of all persons. Notwithstanding the foregoing, Tenant agrees and acknowledges that Landlords have previously granted a 50-foot non-exclusive easement across the 0.30 acre parcel separately described in Paragraph 1 hereof, and that said parcel shall continue to be subject to such easement throughout the term of this lease.

25. SURVEY.

Exhibit "A" being a survey of this ground lease is attached to this lease and made a part hereof.

26. RECORDING.

The Tenant shall, at its expense, file or cause to be filed the within lease for record in the office of the Judge of Probate of Shelby County, Alabama, within thirty (30) days after the date of execution of same.

27. GOVERNING LAW.

This lease shall be construed under the laws of the State of Alabama.

28. BINDING EFFECT.

This lease shall be binding upon and inure to the



benefit of the parties hereto and their respective executors, administrators, heirs or successors and assigns.

29. LEASEHOLD MORTGAGE.

In the event that Tenant shall pledge its leasehold estate as security for an indebtedness in any form whatsoever (such pledge hereinafter referred to as a "mortgage"), and if the holder of the indebtedness secured by the leasehold estate (hereinafter "mortgagee") notifies Landlords of the execution of such mortgage and the name and place for service of notices upon such mortgagee, then and in such event, Landlords hereby agree for the benefit of Tenant and such mortgagee from time to time:

(a) That Landlords will give to any such mortgagee simultaneously with service on Tenant a duplicate of any and all notices or demands given by Landlords to Tenant and no such notice to Tenant shall be effective unless a copy is so serviced upon the mortgagee.

(b) In the event of any default by Tenant hereunder, or under the terms of the mortgage, such mortgagee shall have the privilege of performing any of Tenant's covenants or of curing any defaults by Tenant or of exercising any election, option or privilege conferred upon Tenant by the terms of this lease.

(c) Landlords shall not terminate this lease or Tenant's right of possession for any default of Tenant if, within a period of thirty (30) days after the expiration of the period of time within which Tenant might cure such default, such default is cured or caused to be cured by such mortgagee, or if, within a period of thirty (30) days after the expiration of the period of time within which Tenant might commence to eliminate the cause of such default, such mortgagee commences to eliminate the cause of such default and proceeds therewith diligently and with reasonable dispatch.

(d) No liability for the payment of rental or the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed upon any mortgagee, while not in possession of the premises, all such liability being hereby expressly waived by Landlords.



(e) With the exception of those portions of the lease dealing with rent and the term of this lease and other substantive provisions, Landlords shall, if requested by Tenant, not unreasonably refuse to make such changes or modifications to this lease as are required by Tenant's mortgagee to facilitate mortgaging of the leasehold estate.

30. TENANT'S RIGHT OF FIRST REFUSAL TO PURCHASE  
ADJACENT PROPERTY AND RIGHT TO RETAIN VISIBILITY  
OF LEASED PREMISES.

(a) As long as Allen E. Willey, or any partnership or corporation of which he is a partner or shareholder, leases or owns the leased premises, Landlords shall not sell or transfer the real property described in paragraph (b) below (which is herein called the "Adjacent Property") unless (i) they shall have first offered to Tenant by written notice an opportunity to purchase the Adjacent Property on the terms and conditions upon which they desire to sell or transfer the Adjacent Property to any third party; (ii) Tenant shall have refused or failed to accept the offer of Landlords to sell or transfer the Adjacent Property in the thirty-day period commencing with Tenant's receipt of such notice; (iii) such sale or transfer to such third party shall take place no later than ninety (90) days after the expiration of the period stated in (ii) above; and (iv) the selling price for the Adjacent Property shall not be less than and the terms of sale shall be no more favorable to the purchaser than those set by Landlords in their notice to Tenant.

(b) The property to which the above right of first refusal attaches is described as follows:



A tract of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at the Northeast Corner of said quarter-quarter section and run along the north line in a westerly direction for a distance of 422.06 feet; thence an angle left of 91 degrees, 23 minutes, 26 seconds and run in a southerly direction for a distance of 412.83 feet; thence an angle left of 88 degrees, 35 minutes, 50 seconds and run in an easterly direction for a distance of 417.36 feet; thence an angle right of 89 degrees, 15 minutes, 39 seconds and run in a southerly direction for a distance of 214.93 feet to a point on the west right of way line of U.S. Highway No. 31; thence an angle right of 8 degrees, 42 minutes, 15 seconds and run in a southerly direction along said right of way for a distance of 408.97 feet to the Point of Beginning; thence an angle right of 62 degrees, 26 minutes, 25 seconds and run in a southwesterly direction for a distance of 172.60 feet; thence an angle right of 9 degrees, 22 minutes, 40 seconds and run in a southwesterly direction for a distance of 106.40 feet; thence an angle left of 115 degrees and run in a southeasterly direction for a distance of 166.13 feet; thence an angle left of 85 degrees, 58 minutes, and run in an easterly direction for a distance of 92.43 feet; thence an angle left of 29 degrees, 30 minutes and run in a northeasterly direction for a distance of 188.80 feet to the Point of Beginning. Tract contains 24,617.636 square feet or 0.565 acres.

(c) Landlords acknowledge receipt of \$500.00 from Tenant and, in consideration of such payment, Landlords agree to remove the billboard presently located upon the Adjacent Property within fifteen days of the date of this agreement. Landlords further agree not to construct or to permit to be constructed or to exist on the Adjacent Property any billboard, fence, sign, tree, shrub, or structure more than one story in height, which will interfere with the ability of motorists to view the skills driving center to be located on the leased premises while travelling along U.S. Highway 31. The agreement set forth in the foregoing sentence shall remain in effect for a period of one (1) year from the date hereof, and from year to year thereafter so long as Tenant has paid to Landlords, on or before each respective anniversary date of this agreement, the sum of \$500.00 per year.



(d) Except as provided in paragraphs (a) and (c) above, the rights granted in this paragraph 30 shall survive termination of this lease and any transfer or sale of the Adjacent Property by operation of law or by will or intestacy proceedings.

IN WITNESS WHEREOF, Landlords and Tenant, respectively, have caused this Ground Lease to be executed for and in their names and their corporate seals to be hereunder affixed and attested by their duly authorized officers as of the date first above written.

LANDLORDS:

A.J. McGuire (SEAL)  
A.J. McGuire

Frances E. McGuire (SEAL)  
Frances E. McGuire

TENANT:

ACTION GRAND PRIX, INC.

BY: [Signature]  
Its President

ATTEST:

Dana Willey  
Secretary

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STATE OF ALABAMA     )  
                              )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A.J. McGuire and wife, Frances E. McGuire, whose names are signed to the foregoing Ground Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the Ground Lease Agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15<sup>th</sup> day of March, 1980.

Carol D. Linneman  
Notary Public

NOTARY  
NOTARIAL SEAL

My commission expires:

August 1980

STATE OF ALABAMA     )  
                              )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allen McBee, whose name as President of Action Grand Prix, Inc., a corporation, is signed to the foregoing Ground Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Ground Lease Agreement, 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 11<sup>th</sup> day of April, 1980.

Ruth C. Whorton  
Notary Public

NOTARY  
NOTARIAL SEAL

My commission expires:

March 1982

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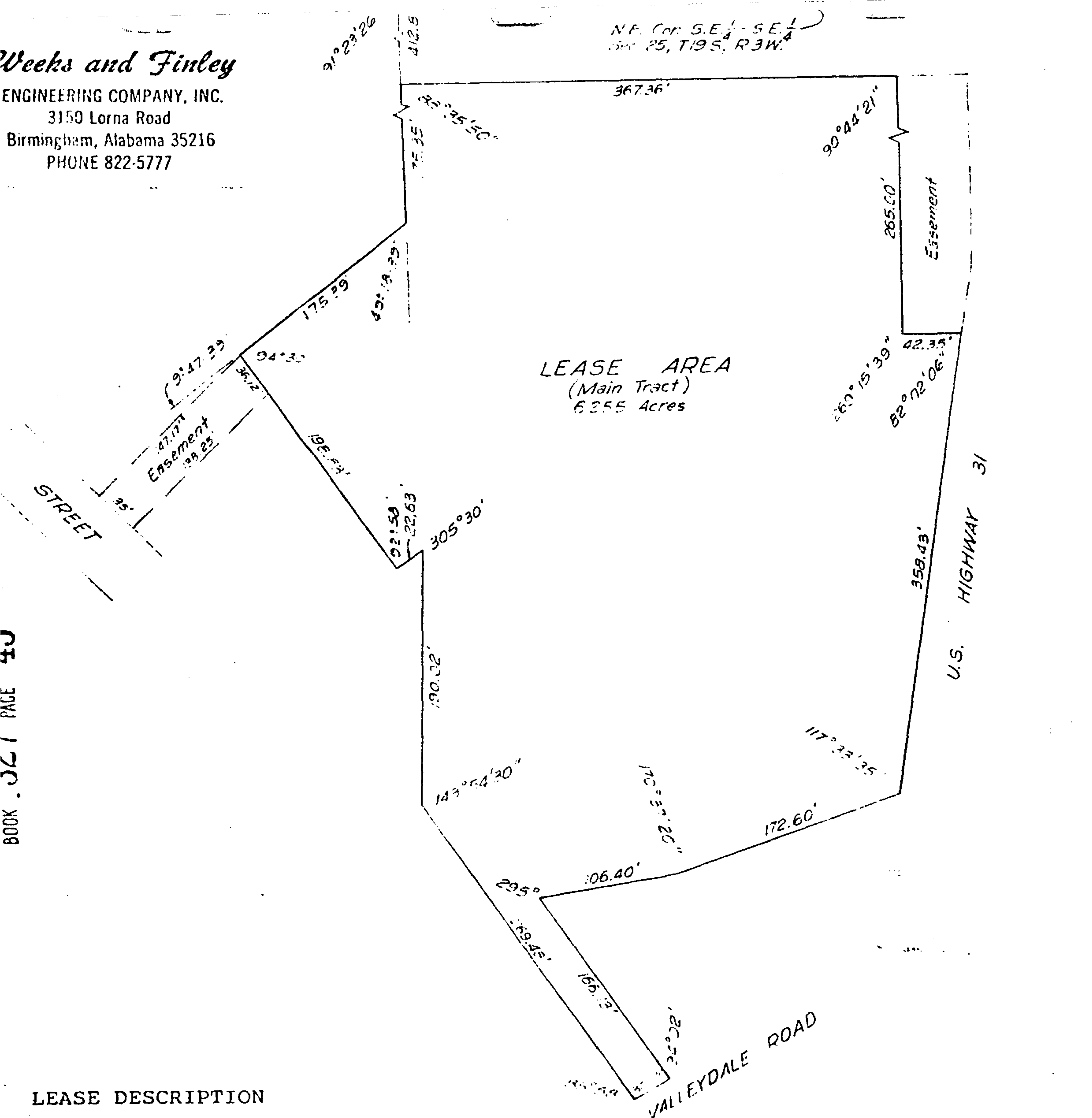
# Weeks and Finley

ENGINEERING COMPANY, INC.

3150 Lorna Road

Birmingham, Alabama 35216

PHONE 822-5777



## LEASE DESCRIPTION

A tract of land situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows; Commence at the Northeast Corner of said quarter-quarter section and run along the north line in a westerly direction for a distance of 422.06 feet; thence an angle left of 91 degrees, 23 minutes, 26 seconds and run in a southerly direction for a distance of 412.83 feet to the point of beginning; thence an angle left of 88 degrees, 35 minutes, 50 seconds and run in an easterly direction for a distance of 367.36 feet; thence an angle right of 89 degrees, 15 minutes, 39 seconds and run in a southerly direction for a distance of 265.00 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in an easterly direction for a distance of 42.35 feet to a point on the west right of way line of U.S. Highway No. 31; thence an angle right of 97 degrees, 57 minutes, 54 seconds and run along said right of way in a southerly direction for a distance of 358.43 feet; thence an angle right of 62 degrees, 26 minutes, 25 seconds and run in a southwesterly direction for a distance of 172.60 feet; thence an angle right of 9 degrees, 22 minutes, 40 seconds and run in a westerly direction for a distance of 106.40 feet; thence an angle left of 115 degrees and run in a southeasterly direction for a distance of 166.13 feet; thence an angle right of 94 degrees, 2 minutes and run for a distance of 30.07 feet; thence an angle right of 85 degrees, 58 minutes and run in a northwesterly direction for a distance of 269.48 feet; thence an angle right of 36 degrees, 5 minutes, 30 seconds and run in a northerly direction for a distance of 190.02 feet; thence an angle left of 125 degrees, 30 minutes and run in a southwesterly direction for a distance of 22.63 feet; thence 87 Degrees, 02 minutes right and run in a northwesterly direction for a distance of 198.23 feet; thence an angle right of 85 degrees, 30 minutes, 00 seconds and run in a northeasterly direction for a distance of 175.35 feet; thence an angle left of 49 degrees, 18 minutes, 39 seconds and run in a northerly direction for a distance of 175.35 feet to the Point of Beginning. Tract contains 272,471.81 square feet or 6.255 acres.



A 50' ft. wide parcel of land situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 25, Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows: Commence at the Northeast corner of said quarter-quarter section and run along the north line in a westerly direction for a distance of 422.06 feet; thence an angle left of 91 degrees, 23 minutes 26 seconds and run in a southerly direction for a distance of 412.83 feet; thence an angle left of 88 degrees, 35 minutes, 50 seconds and run in an easterly direction for a distance of 367.36 feet to the Point of Beginning; thence an angle right of 89 degrees, 15 minutes, 39 seconds and run in a southerly direction for a distance of 265.00 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in an easterly direction for a distance of 42.35 feet to a point on the west right of way line of U. S. Highway No. 31; thence an angle left of 82 degrees, 02 minutes, 06 seconds and run in a northerly direction along said right of way for a distance of 50.54 feet; thence an angle left of 8 degrees, 42 minutes, 15 seconds and run in a northerly direction for a distance of 214.93 feet; thence an angle left of 89 degrees, 15 minutes, 39 seconds and run in a westerly direction for a distance of 50.00 feet to the Point of Beginning. Parcel contains 13,057.37 square feet or 0.30 acres more or less.

19800618000066540 Pg 23/23 .00  
Shelby Cnty Judge of Probate, AL  
06/18/1980 00:00:00 FILED/CERTIFIED

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STATE OF ALA. SHELBY CO.  
JUDGE OF PROBATE  
1980 JUN 18 AM 8:35

*Thomas A. Shannon, Jr.*  
JUDGE OF PROBATE

|       |               |
|-------|---------------|
| Deed  | 209.50        |
| Rec.  | 34.50         |
| Index | 1.00          |
|       | <u>245.00</u> |

EXHIBIT A - CONTINUED