

SUBLEASE AGREEMENT

THIS AGREEMENT, dated this 1 day of July, 1980, between ACTION GRAND PRIX, INC., an Alabama corporation ("Sublessor") and ACTION TRACK, LTD., an Alabama limited partnership ("Sublessee").



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Shelby Cnty Judge of Probate, AL
03/13/1981 00:00:00 FILED/CERTIFIED

RECITALS

Pursuant to Ground Lease Agreement, dated April 11, 1980 (the "Primary Lease"), A.J. McGUIRE and wife, FRANCES E. McGUIRE, as Landlords ("Landlords"), leased certain real property located in Shelby County, Alabama, to Sublessor, as Tenant. A copy of the Primary Lease is attached hereto as Exhibit A and is herein incorporated by reference.

Sublessor desires to sublease to Sublessee, and Sublessee desires to sublease from Sublessor, the premises described in the Primary Lease on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants herein contained, the parties agree as follows:

1. Sublessor hereby leases to Sublessee, and Sublessee leases from Sublessor, all of the same premises described in the Primary Lease (the "Premises") on the terms and conditions herein set forth. Except as otherwise specifically modified, amended, or supplemented by the terms of this Agreement, the terms and provisions of the Primary Lease (which are herein incorporated by reference) shall govern this transaction. Except as so provided, Sublessor shall have all rights and hereby assumes all duties of Landlord pursuant to such Primary Lease, and Sublessee shall have all rights and hereby assumes all duties of Tenant thereunder. In the event of any conflict between the terms of the Primary Lease and the terms of this Agreement, this Agreement shall prevail and govern the rights and relationships of Sublessor and Sublessee.

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Center of Shelby County

2. The term of this Sublease Agreement shall be as stated in Paragraph 2 of the Primary Lease; provided, however, that Sublessee shall have the right to terminate this Agreement at any time upon ten (10) days' prior written notice to Sublessor, in which event Sublessee shall be liable only for rentals accrued hereunder through the date such termination is effective.

3. During the term of this Sublease Agreement, Sublessee will pay to Sublessor, at such address as Sublessor may from time to time determine, the rentals as provided in Paragraph 3 of the Primary Lease. At Sublessor's option, Sublessee shall pay rentals directly to Landlords.

4. Provided this Sublease Agreement is in effect at the date any option to renew the Primary Lease becomes exercisable by Sublessor, Sublessor will exercise such option at the written request of Sublessee. In the event of such renewal, this Agreement will remain in effect into the renewal term, subject to Sublessee's continuing right to terminate this Agreement at any time upon ten (10) days' prior written notice to Sublessor.

5. Provided this Sublease Agreement is in effect at the date any option to purchase the Premises becomes exercisable by Sublessor, Sublessor will, if so directed in writing by Sublessee, (i) assign to Sublessee its right to exercise such option or (ii) exercise such option in its own name and immediately convey the Premises to Sublessee for the same consideration as paid by Sublessor; provided, however, that before Sublessor shall be obligated to exercise such option in its own name it shall have been provided assurance by Sublessee that Sublessee will advance to Sublessor the necessary funds to consummate such purchase, which advance will be repaid at the time the Premises are purchased from Sublessor by Sublessee.

6. In the event that the rental for the renewal term or the purchase price for the Premises under the Primary Lease shall be determined by arbitration, Sublessor agrees

permit Sublessee to nominate any arbiters which Sublessor shall be entitled to nominate pursuant to the Primary Lease.

7. The parties agree that Paragraphs 19, 21, 22, and 30 of the Primary Lease shall be disregarded in the interpretation of this Agreement.

8. This Agreement shall automatically terminate in the event of the termination or cancellation of the Primary Lease.

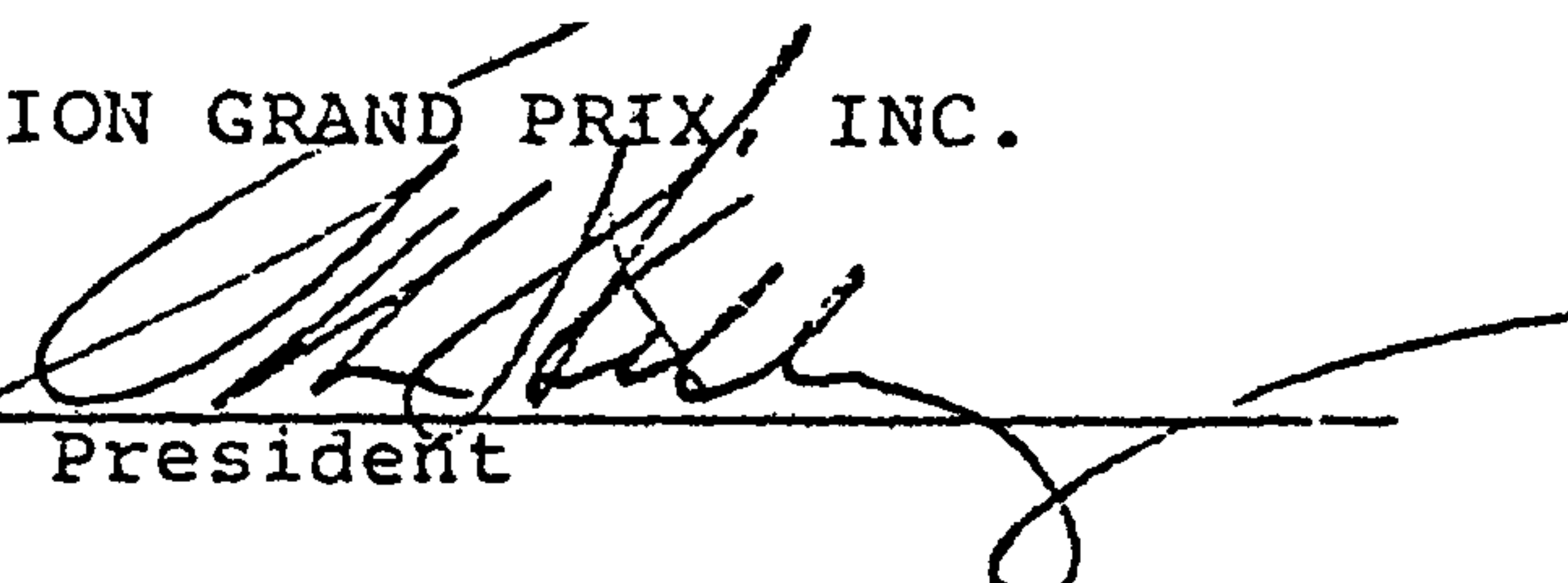
9. This Agreement shall not be construed to grant any rights to any parties other than Sublessor and Sublessee, and in no event shall Landlords or any other party be determined to be a third party beneficiary of this Agreement.

10. This Agreement (including the Primary Lease attached hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended except in a writing signed by Sublessor and Sublessee.

IN WITNESS WHEREOF, the parties have caused this instrument to be properly executed on the day and year first above written.

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03/13/1981 00:00:00 FILED/CERTIFIED

ACTION GRAND PRIX, INC.

BY: 
Its President

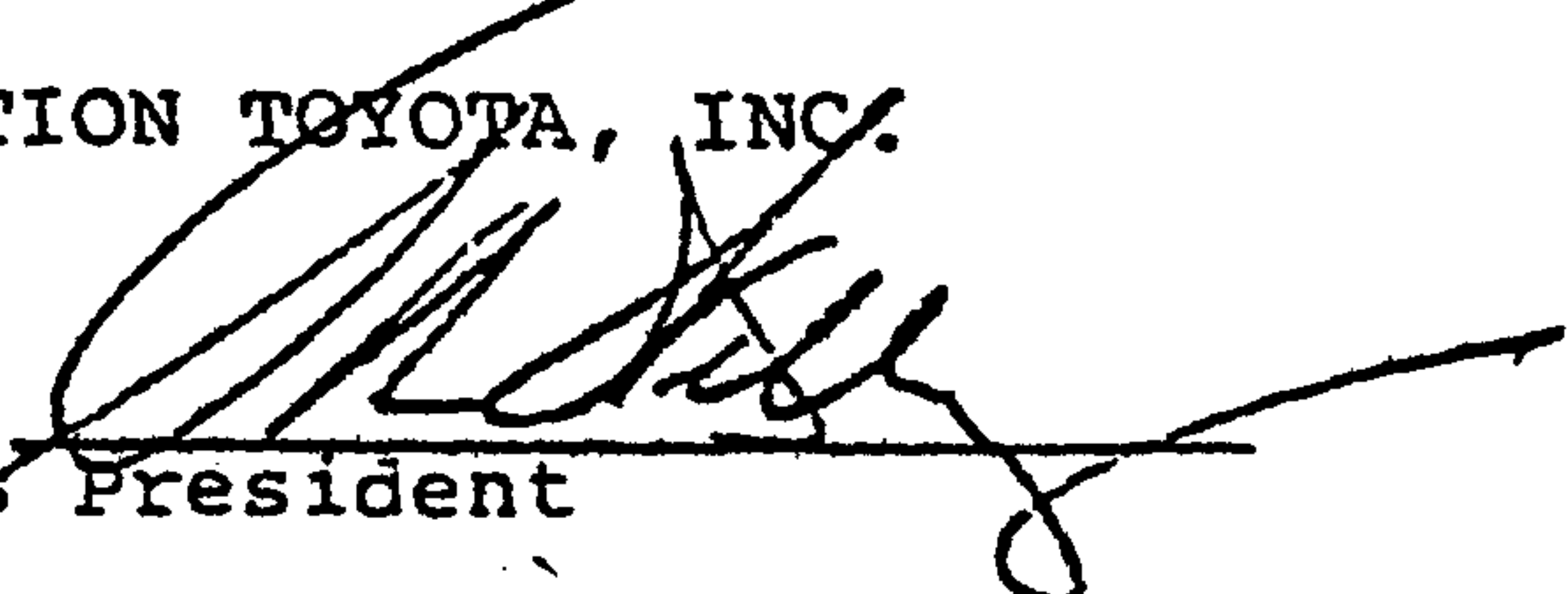
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 MAR 13 PM 1:09


JUDGE OF PROBATE

ACTION TRACK, LTD.

BY: ACTION TOYOTA, INC.

BY: 
Its President

AS SOLE GENERAL PARTNER OF
ACTION TRACK, LTD.