

MORTGAGE

THE STATE OF ALABAMA
Covington, Calhoun, St. Clair,
Talladega, Shelby _____ County

1628

KNOW ALL MEN BY THESE PRESENTS: That whereas
HUGHINS SOD FARMS, INC., AN ALABAMA CORPORATION,
HUGHINS TRANSPORTATION, INC., AN ALABAMA CORPORATION,
MCRHEE HUGHINS AND FAYE P. HUGHINS, HUSBAND AND WIFE,

become justly indebted to **FIRST ALABAMA BANK** of Andalusia, Alabama

hereinafter called the Mortgagee, in the principal sum of **ONE MILLION AND 00/100** Dollars,
(\$ 1,000,000.00) Dollars,

as evidenced by promissory negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any other indebtedness now or hereafter owed by Mortgagors to Mortgagee (except Mortgagors' home shall not secure any such other indebtedness incurred for personal, family, or household purposes) and compliance with all of the stipulations hereinafter contained, the said

McRhee Huggins and Faye P. Huggins

(hereinafter called Mortgagors)

do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in
Covington, Calhoun, St. Clair,
Talladega & Shelby ~~XXXX~~ State of Alabama, viz:
Counties,

SEE ATTACHED EXHIBIT "A" & "B"

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P.O. Box 2527
Mobile, AL 36621-0001

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together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, FIRST ALABAMA BANK OF _____
_____, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for all sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations of Mortgagors to Mortgagee whether now or hereafter incurred.

7. That after any default on the part of the Mortgagors, the Mortgagee shall, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

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10. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagors without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagors may pay the sums declared due. If Mortgagors fails to pay such sums prior to the expiration of such period Mortgagee may, without further notice or demand on Mortgagors, invoke any remedies permitted hereunder.

11. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured, (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other indebtedness owed to the Mortgagee by the Mortgagors before the full payment of this mortgage) as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in Covington

County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said City, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, we have hereunto set OUR hand(s) and seal(s) this 19th day of June, 19 89.

In 5 executed counterparts.

McRhee Huggins (Seal)
McRhee Huggins
Faye P. Huggins (Seal)
Faye P. Huggins

This instrument was prepared by:
NAME Darlene M. Gibson, First Alabama Bank
ADDRESS P. O. Box 2527, Mobile, AL 36622

SOURCE OF TITLE

BOOK		PAGE		
Subdivision	Lot	Plat Bk	Page	
QQ	Q	S	T	R

CERTIFICATE

State of Alabama)
Covington County)
In compliance with Act #871, Acts of Alabama, Regular Session, 1977, the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is 1,000,000.00 upon which the mortgage tax of _____ is paid herewith and owner agrees that no additional or subsequent advances will be made under this mortgage unless the mortgage tax on such advances is paid into the appropriate office of the Judge of Probate of Covington County, Alabama, no later than each September hereafter or an instrument evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Mortgagor: McRhee & Faye P. Huggins Mortgagee: First Alabama Bank
Date, Time and Volume and Page of recording as shown hereon. Darlene M. Gibson
By Asst. Loan Quality Control Officer
Title _____

THE STATE OF ALABAMA,
COVINGTON COUNTY.

I, Audie M. Thomasson, a Notary Public in and for said County, in said State,

hereby certify that McRhee Huggins

whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of June, 1989

Audie M. Thomasson
MY COMMISSION EXPIRES MARCH 17, 1991 Notary Public.

THE STATE OF ALABAMA,
COVINGTON COUNTY.

I, Audie M. Thomasson, a Notary Public in and for said County, in said State,

hereby certify that Faye P. Huggins

whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of June, 1989

Audie M. Thomasson
MY COMMISSION EXPIRES MARCH 17, 1991 Notary Public.

THE STATE OF ALABAMA,
_____ COUNTY.

I, _____, Notary Public in and for said County, in said State,

hereby certify that _____ whose name as _____

of the _____, a corporation, is signed to the
foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the
conveyance, 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 _____ day of _____, 19_____

Notary Public.

TO

MORTGAGE

THE STATE OF ALABAMA,

_____ COUNTY.

Office of the Judge of Probate.

I hereby certify that the within mortgage was

filed in this office for record on the _____

day of _____, 19_____

at _____ o'clock _____ M., and duly record in

Volume _____ of Mortgages, at page _____

_____ and examined.

Judge of Probate.



M.P.H.
F.P.H.

EXHIBIT "A"

All of Mortgagor's right, title and interest to the following:

COVINGTON COUNTY, ALABAMA

PARCEL 1: All of the Northwest Quarter of the Northeast Quarter; The Southeast Quarter of the Northeast Quarter and the North Half of the Southwest Quarter of the Northeast Quarter of Section 20, Township 5 North, Range 15 East, Covington County, Alabama; LESS AND EXCEPT all lands lying West of New Highway No. 55.

PARCEL 2: All of the Southwest Quarter of Section 21, Township 5 North, Range 15 East, Covington County, Alabama, lying South of Parker Road; LESS AND EXCEPT the house and 2 acre tract of land which Mrs. Allie Mae Huggins resides and the following described property:

Beginning at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 5, Range 15; thence North along said 40 line a distance of 235 feet to a point; thence North 54 degrees East a distance of 1072 feet to a point; thence North two degrees and thirty minutes East a distance of 1712 feet to a point in the South margin of the Old Andalusia-Red Level Road; thence in a Southeasterly direction along South margin of said road a distance of 390 feet to a point, this point being in center line of Section 21, Township 5, Range 15 running North and South; thence due South along Center line of Sections 21 and 28, Township 5, Range 15, to the SE corner of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 28, Township 5, Range 15; thence due West a distance of 1320 feet, more or less, to point of beginning.

It is the intention of the parties hereto to describe and include all of the aforesaid and described land that lies South of the Old Andalusia-Red Level Road and no land lying North of said road.

Beginning at the SW corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 5 North, Range 15 East, thence North along said forty line a distance of 235 feet to a point of beginning, thence North 54 degrees East a distance of 1072 feet to a point, thence North 2 degrees and thirty minutes East a distance of 738 feet to a point marked by a stake, thence North 54 degrees and no minutes West a distance of 518 feet to a point marked by a stake, thence North 60 degrees and no minutes West a distance of 362 feet to a point marked by a stake, thence South 42 degrees and forty minutes West a distance of 358 feet to a point marked by a stake, thence South 9 degrees and 30 minutes East a distance of 456 feet to a point marked by a large fence post, thence South down an old fence row a distance of 1085 feet to point of beginning.

A portion of the above described land being in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 5 North, Range 15 East, a portion in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 5 North, Range 15 East, and a portion in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 21, Township 5 North, Range 15 East.

SIGNED FOR IDENTIFICATION:

McRhee Huggins
McRhee Huggins

Faye P. Huggins
Faye P. Huggins

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COVINGTON COUNTY (Cont'd)Parcel 3:

From the Southwest corner of Section 19, Township 5 North, Range 16 East, Covington County, Alabama, run North 1 degree 18 minutes West 1182.07 feet; thence North 88 degrees 42 minutes East 30.0 feet to the centerline of Timberlake Drive and the point of beginning; thence North 88 degrees 42 minutes East 553.35 feet; thence North 40 degrees 26 minutes East 54.24 feet; thence North 52 degrees 23 minutes East 253.78 feet; thence North 73 degrees 08 minutes East 595.06 feet; thence South 62 degrees 36 minutes East 398.08 feet; thence South 59 degrees 02 minutes East 411.86 feet; thence South 5 degrees 24 minutes West 379.16 feet; thence North 84 degrees 37 minutes East 487.52 feet; thence North 30 degrees 09 minutes East 608.02 feet; thence North 78 degrees 33 minutes East 246.70 feet; thence South 60 degrees 20 minutes East 556.95 feet to the Westerly right of way of a county maintained dirt road; thence along said Westerly right of way the following courses: North 7 degrees 01 minutes East 1275.42 feet; North 24 degrees 35 minutes East 571.60 feet; North 41 degrees 17 minutes East 310.79 feet; North 34 degrees 25 minutes East 790.0 feet; North 23 degrees 08 minutes East 671.64 feet; North 25 degrees 55 minutes West 411.66 feet; North 66 degrees 29 minutes West 400.87 feet; South 83 degrees 39 minutes West 356.17 feet; North 40 degrees 27 minutes West 116.09 feet; thence South 88 degrees 49 minutes West 546.81 feet; thence North 1 degree 37 minutes West 416.9 feet; thence South 88 degrees 49 minutes West 741.35 feet; thence North 27 degrees 30 minutes West 652.02 feet to the Southerly right of way of paved county highway (80 foot right of way); thence along said right of way South 62 degrees 25 minutes West 2567.10 feet to the centerline of Timberlake Drive (60 foot right of way); thence the following courses along said centerline: South 5 degrees 01 minutes East 687.20 feet; South 19 degrees 38 minutes West 360.48 feet; South 1 degree 18 minutes East 2931.93 feet to the point of beginning and containing 389.22 acres, more or less.

RECORD OWNER OF PROPERTY: MCRHEE & FAYE P. HUGGHINS

SIGNED FOR IDENTIFICATION:

McRhee Hughhins
McRhee Hughhins

Faye P. Hughhins
Faye P. Hughhins

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CALHOUN COUNTY, ALABAMA

371 acres in Sections 27, 28, 33 and 34, Township 16 South, Range 8 East, in Calhoun County, Alabama, described as beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 27; thence South 88 degrees 53 minutes West along the South boundary line of said Southeast Quarter of the Southwest Quarter a distance of 845.6 feet; thence South 49 degrees 09 minutes West a distance of 174.3 feet; thence South 39 degrees 24 minutes West a distance of 445.3 feet; thence South 02 degrees 42 minutes East a distance of 1484 feet; thence South 87 degrees 58 minutes West a distance of 775.6 feet to a point on the North boundary line of Lot 1, Block 9, SHERWOOD FOREST SUBDIVISION, Addition No. 7, the plot of which is recorded in the Probate Office of Calhoun County, Alabama, in Plat Book V, at page 46; thence South 57 degrees 10 minutes West a distance of 207.9 feet to a point on the East boundary line of Lot 4 in said Block 9; thence North 48 degrees 12 minutes West along the East boundary line of said Block 9 a distance of 646.5 feet to the Northeast corner of Lot 8 in said Block 9; thence South 41 degrees West along the Northerly boundary line of said Lot 8 a distance of 315 feet to the Northwest corner of said Lot 8; thence North 48 degrees 12 minutes West along the East boundary line of Mellon Lane a distance of 975.7 feet; thence South 41 degrees 54 minutes West a distance of 365 feet to the Northwest corner of Lot 53 in Block 1 of said SHERWOOD FOREST SUBDIVISION, Addition No. 7; thence North 45 degrees 46 minutes West along fence a distance of 166 feet; thence North 46 degrees 22 minutes West along fence a distance of 363.6 feet; thence North 47 degrees 26 minutes West along fence a distance of 265 feet; thence North 47 degrees 55 minutes West along fence a distance of 441.7 feet; thence North 48 degrees 46 minutes West along fence a distance of 177.8 feet; thence North 47 degrees 13 minutes West along fence a distance of 539.3 feet; thence North 47 degrees 23 minutes West a distance of 78.3 feet to the northwest corner of the Northwest Quarter of the Northeast Quarter of said Section 33; thence North 03 degrees 21 minutes West along the West boundary line of the West Half of the Southeast Quarter of said Section 28 a distance of 2030 feet, more or less, to the center of Choccolocco Creek; thence upstream in an Easterly direction and along the center of said creek a distance of 8773 feet, more or less, to the East boundary line of the Southwest Quarter of the Southeast Quarter of said Section 27; thence South 03 degrees 08 minutes East a distance of 110 feet to the Southeast corner of the said Southwest Quarter of the Southeast Quarter; thence South 87 degrees 45 minutes West along the South boundary line of the said Southwest Quarter of the Southeast Quarter a distance of 1320 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING:

A tract or parcel of land in the SE 1/4 of the NW 1/4 and in the SW 1/4 of the NE 1/4, all in Section 33, Township 16, Range 8, Calhoun County, Alabama, and being more particularly described as beginning at the Northeast corner of Lot 63, as shown on the map of the replat of Sherwood Forest Subdivision, Addition No. 7, as recorded in the Office of the Probate Judge of Calhoun County, Alabama, in Plat Book "Y", page 22; thence Southwesterly along the Northerly line of said Lot 63, a distance of 315.0 feet to the Northwest corner thereof; thence North 48 degrees 17 minutes West a distance of 145.0 feet; thence Northeasterly and parallel to the North line of said Lot 63, a distance of 315.0 feet to a point on the Westerly line of an extension of Mellon Lane; thence South 48 degrees 17 minutes East a distance of 145.0 feet to the point of beginning, containing 1.05 acres, more or less.

TALLADEGA COUNTY, ALABAMA

The North one-half (1/2) of Section 22, Township 20 South, Range 3 East, except 17 acres, more or less, thereof which lies on the north side of Tallassehatchee Creek, Talladega County, Alabama.

SIGNED FOR IDENTIFICATION:

McRhee Huggins
McRhee Huggins

Faye P. Huggins
Faye P. Huggins

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ST. CLAIR COUNTY, ALABAMA

Commence at the Northwest corner of Section 3, Township 18 South, Range 3 East; thence South 37° 48' 25" East for 1417.40 feet to the point of beginning; thence North 78° 14' 00" East for 428.13 feet; thence North 79° 06' 03" East for 300.19 feet; thence South 08° 11' East for 506.05 feet; thence South 60° 34' West for 794.09 feet; thence North 07° 11' 50" West for 752.99 feet to the point of beginning. Being in and a part of the Northwest Quarter of Section 3, Township 18 South, Range 3 East. All bearings are referred to the Alabama East Zone Grid.

ALSO: A parcel of land in the West Half of the Northwest Quarter of Section Three, Township Eighteen South, Range Three East, the Southwest Quarter and the Northwest Quarter of Section Thirty-four, and the Southeast Quarter and the Northeast Quarter of Section Thirty-three, Township Seventeen South, Range Three East, St. Clair County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Section Thirty-four, Township Seventeen South, Range Three East, having coordinates of North 1,092,766.01 feet, East 349,918.02 feet. This point will hereinafter be known as the point of beginning. Beginning at the point of beginning thence South 80° 38' West 28.32 feet; thence North 23° 05' West 1,512.12 feet; thence South 88° 08' West 209.15 feet; thence North 00° 07' East 1,380.15 feet; thence North 89° 01' West 326.24 feet; thence North 01° 57' 05" East 490.45 feet; thence South 88° 43' 55" East 73.05 feet; thence South 66° 23' 40" East 286.87 feet; thence South 55° 01' 40" East 216.33 feet; thence South 68° 15' East 381.66 feet; thence South 69° 03' 10" East 170.36 feet; thence South 19° 48' 45" East 65.29 feet; thence South 73° 58' 00" East 48.40 feet; thence North 88° 26' 05" East 199.85 feet; thence South 41° 00' East 1,889.55 feet; thence South 02° 41' 15" West 2,352.47 feet; thence South 78° 14' West 454.64 feet; thence South 72° 31' West 342.61 feet; thence South 69° 37' West 317.23 feet; thence South 52° 31' West 279.89 feet; thence North 00° 07' 35" East 1,509.01 feet to the point of beginning. All bearings and coordinates herein are referred to the Alabama East Zone Grid.

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SUBJECT TO:

1. Right of way deed for public road to St. Clair County, as shown in Deed Book 23, Page 117.
2. Pole Line Permits to the Alabama Power Company as shown in Deed Book 25, Pages 76, and 59.
3. Right of way deed for public road to St. Clair County, as shown in Deed Book 23, Page 113.

ALSO: A parcel of land in the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 34, Township 17 South, Range 3 East more particularly described as follows: Commence at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 34, Township 17 South, Range 3 East which is the point of beginning; thence run North 02° 10' 35" East along the quarter-quarter line for 1418.68 feet to the Northwest corner of said quarter-quarter section; thence run South 85° 27' 25" East for 398.12 feet; thence run North 89° 12' 50" East for 229.40 feet; thence run South 16° 14' 45" East for 1584.22 feet; thence run South 56° 26' 50" West for 198.62 feet; thence run South 12° 00' 30" East for 451.39 feet; thence run North 89° 15' 05" West for 463.29 feet; thence run North 41° 00' 00" West for 896.94 feet to the point of beginning. Bearings are referred to Alabama East Zone Grid.

RECORD OWNER OF PROPERTY: MCRHEE & FAYE P. HUGGHINS

SIGNED FOR IDENTIFICATION:

McRhee & Huggins McRhee Huggins

Faye P. Huggins Faye Huggins

EXHIBIT "B"

All of Mortgagor's right, title and leasehold interest in the properties under the attached 11 leases.

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SIGNED FOR IDENTIFICATION:

McRhee Hughhins
McRhee Hughhins

Faye P. Hughhins
Faye P. Hughhins

Surfside Sod Farm

POST OFFICE BOX 858
PHONE 525-5511

PELL CITY, ALABAMA 36185
BIRMINGHAM PHONE 894-9801

LEASE AGREEMENT

MRS CLARA GRIFFIN SIMS [REDACTED]

This is to state that Mrs. J. V. Sims has leased to Surfside Sod Farm the land adjoining said sod farm consisting of 3.4 acres. The length of this lease is to run continuously for five (5) years starting October 1, 1985 and ending September 30, 1990.

This is to also state that Mrs. Sims, or the person she so designates is to receive rent at the rate of \$60.00 per acre per year or \$204.00 per year for the above mentioned land to be paid in October of each year.

First payment October 7, 1985

Witness:

[Signature]

R. A. Wall, Jr. Surfside Sod Farm

Witness:

[Signature]

Mrs. J. V. Sims

10/2/86 # 5095 \$204.00
10/7/87 # 6592 204.00
09/28/88 # 8178 204.00

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RTE 1 BOX 565

①

REAL ESTATE LEASE
WITH
FIRST RIGHT OF REFUSAL TO PURCHASE

STATE OF ALABAMA

MRS CLARA GRIFFIN SIMS

ST. CLAIR COUNTY

RTE 1 BOX 565 CROSWELL

This indenture made this 15th day of February, 1975, by and between J. V. Sims and wife, Clara Sims, hereinafter called the Lessor, which expression where the context so admits, shall include their heirs and assigns, of the one part, and M. S. Huggins, hereinafter called the Lessee, which expression shall include, where the context so admits, his executors, administrators and assigns, of the other part, witnesseth as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises to the Lessee the following described premises situated in St. Clair County, Alabama, to-wit:

The open property owned by J. V. Sims and Clara Sims south of Highway 231, south of Pell City, consisting of approximately 54.2 acres, together with the use of two (2) sheds attached to a barn on the premises.

To hold to the Lessee for the term of ten (10) years commencing the 15th day of February, 1975.

Yielding and paying therefor during the said term rent at the rate of Two Thousand Four Hundred Thirty-nine and no/100 Dollars (\$2,439.00) yearly, payment to be made on the 15th day of February of each year, of which the first payment shall be made on the date of the execution of this agreement.

2. The Lessee hereby covenants with the Lessor as follows:

- (1) To pay the rent reserved on the days and in the manner aforesaid.
- (2) Not to assign, underlet, or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).
- (3) To permit the Lessor and his agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.
- (4) To yield up the demised premises and all addition thereto (except tenant's fixtures) at the determination of the tenancy in good and tenantable repair, reasonable use and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the Lessor.

3. The Lessor hereby covenants with the Lessee as follows:

- (1) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.
- (2) That the Lessor will, on the written request of the Lessee made two (2) calendar months before the expiration of the term hereby created, and if there shall not be at the time of such request any breach or nonobservance of any

BOOK 248 PAGE 696

of the covenants on the part of the Lessee hereinbefore contained, grant to the Lessee a lease of the demised premises for the further term of five (5) years from the expiration of the said term at the same rent and containing the like covenants and provisos as are herein contained, with the exception of the present covenant for renewal.

(3) In the event that the Lessor desires to sell the premises herein described, then in such event the Lessor, their heirs and assigns, agrees to give Lessee the first right of refusal of the offer to sell said property.

(4) Provided, always, and these premises are upon this condition, that if the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming payable, whether formally demanded or not, or if any covenant on the Lessee's part herein contained shall not be performed or observed, or if the Lessee shall become bankrupt, then and in any of the said cases it shall be lawful for the Lessor to re-enter at any time thereafter upon the demised premises or any part thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Robert Goodwater

Robert Goodwater

Robert Goodwater

Lara Sims

J V Sims
LESSOR

M. S. Stephens
LESSEE

BOOK 248 PAGE 697

The State of Alabama, St. Clair County.

I hereby certify that the within Instrument was filed in this office for record on the 28 day of July 1975 at 2:30 o'clock P.M. and recorded in Deed Record Page and examined.

WALLACE WYATT, Judge of Probate

Deed Tax \$18.00
Mtg. Tax
File Fee .25
Recording Fee 1.50
Total \$19.75 paid

7540

VOL. 106 PAGE 731

7/15/75 # 8734 2437.00

1-31-75 500.00
2-24-75 1937.00
2-25-75 2437.00

2-17-84 2439.00 # 2511
2-10-86 2439.00 # 4351
2-12-81 2439.00 # 5522
2-15-88 2439.00 # 7078

1, 0, 7, 0, 0, 0

CONSENT TO ASSIGNMENT

We, J. V. Sims and wife Clara Sims, hereby consent to the assignment to M. S. Huggins Company, Inc., of the lease dated February 15, 1975, between M. S. Huggins and ourselves, a copy of the lease being attached hereto.

Dated this the 23rd day of July, 1979.

J. V. Sims

Clara Sims

Exhibit L
6-2 a

VI 106 JUL 731

6-2

REAL ESTATE LEASE
WITH
FIRST RIGHT OF REFUSAL TO PURCHASE

STATE OF ALABAMA
ST. CLAIR COUNTY

This indenture made this 15th day of February, 1975, by and between J. V. Sims and wife, Clara Sims, hereinafter called the lessor, which expression where the context so admits, shall include their heirs and assigns, of the one part, and M. S. Higgins, hereinafter called the Lessee, which expression shall include, where the context so admits, his executors, administrators and assigns, of the other part, witnesseth as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises to the Lessee the following described premises situated in St. Clair County, Alabama, to-wit:

The open property owned by J. V. Sims and Clara Sims south of Highway 231, south of Pell City, consisting of approximately 54.2 acres, together with the use of two (2) sheds attached to a barn on the premises.

To hold to the Lessee for the term of ten (10) years commencing the 15th day of February, 1975.

Yielding and paying therefor during the said term rent at the rate of Two Thousand Four Hundred Thirty-nine and no/100 Dollars (\$2,439.00) yearly, payment to be made on the 15th day of February of each year, of which the first payment shall be made on the date of the execution of this agreement.

2. The Lessee hereby covenants with the Lessor as follows:

- (1) To pay the rent reserved on the days and in the manner aforesaid.
- (2) Not to assign, underlet, or part with the possession of the whole or any part of the demised premises without first obtaining the written consent of the Lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).
- (3) To permit the Lessor and his agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.
- (4) To yield up the demised premises and all addition thereto (except tenant's fixtures) at the determination of the tenancy in good and tenurable repair, reasonable use and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the Lessor.

3. The Lessor hereby covenants with the Lessee as follows:

- (1) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.
- (2) That the Lessor will, on the written request of the Lessee made two (2) calendar months before the expiration of the term hereby created, and if there shall not be at the time of such request any breach or nonobservance of any

BOOK 248 PAGE 699

6-2 h

nl 106 nec 732

of the covenants on the part of the Lessee hereinbefore contained, grant to the Lessee a lease of the demised premises for the further term of five (5) years from the expiration of the said term at the same rent and containing the like covenants and provisos as are herein contained, with the exception of the present covenant for renewal.

(3) In the event that the Lessor desires to sell the premises herein described, then in such event the Lessor, their heirs and assigns, agrees to give Lessee the first right of refusal of the offer to sell said property.

(4) Provided, always, and these premises are upon this condition, that if the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming payable, whether formally demanded or not, or if any covenant on the Lessee's part herein contained shall not be performed or observed, or if the Lessee shall become bankrupt, then and in any of the said cases it shall be lawful for the Lessor to re-enter at any time thereafter upon the demised premises or any part thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Robert S. ...
Robert S. ...
Robert S. ...

Lara Sims
J. V. Sims
LESSOR
M. S. ...
LESSOR

The State of Alabama, St. Clair County.

I hereby certify that the within instrument was filed in this office for record on the 21 day of July 1935 at 2 o'clock P.M. and returned to Wallace Wyatt Page 1 and examined. WALLACE WYATT, Judge of Probate

Deed Tax 18.00
Mfg. Tax 0.25
File Fee 1.50
Recording Fee 1.50
Total 21.25

75411

nl 106 nec 731
1-21-35 5.00
1-22-35 1.00
1-23-35 2.00

2/15/85 # 3386

BOOK 248 PAGE 700

COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER, 1978

LEASE FORM

STATE OF ALABAMA
Shelby County
SHELBY

This lease made this day of 1985 by and between Robert C. Barnett, James M. Tingle, Harold L. West, and Eddie Mae McDaniel

hereinafter called "Lessor", by
as agent for the Lessor and by Dick Wall, doing business as Surfside Sod Farm
hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of Shelby, Alabama, to-wit:

Consisting of all of the acreage now under cultivation as a sod farm for the purpose of growing grass, and the barn and other structures located on the following described property consisting of to-wit, 120 acres: That part of the SE 1/4 of the SW 1/4, Section 11, lying East of Shelby County Road #57; the S 1/2 of the SE 1/4 of Section 11; that part of the NE 1/4 of the SE 1/4, Section 11, lying south and west of Kelly Creek; that part of the SW 1/4 of the SW 1/4 of Section 12 lying south and west of Kelly Creek; that part of the W 1/2 of the NW 1/4, Section 13 lying West of Kelly Creek; and the NE 1/4 of the NE 1/4 of Section 14; all in Township 18 South, Range 2 East.

(For continuation of legal description, see attached Exhibit A to this lease which is specifically made a part hereof as if set out fully herein)

BOOK 248 PAGE 701

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as sod farm

Use

and for no other or different use of purpose, for and during the term of five years
beginning on 1st day of December, 1985
and ending on the 30th day of November, 1990

Term

1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent,

Rent

2.
3. on the first day of each month of said term, in advance, a rent for said premises, the sum of DOLLARS (\$) per month,

Handwritten: Payable December 1st one half and may one half begin 1985

4. DOLLARS (\$ 10,200.00) per annum,
5. being at the rate of Ten Thousand Two Hundred

6. Lessee agrees that a Service and Bookkeeping charge of shall become due and payable each
7. and every month that the rent has not been received in the office of by the 10th of the month.

8. Should premises be completed and turned over to Lessee either prior to, or after
9. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
10. next calendar month.

Quiet Enjoyment

11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Condition of Premises

Roof

18.
19.
20.
21.
22.
23.
24.

Air Conditioning and Signs

25.
26.
27.
28.
29.

Roof and Drains, etc., Debris On

30.
31.
32.
33.
34.
35.

Repairs

36.
37.
38.
39.

Inspection and Showing

40.
41.
42.
43.

Failure of Lessee to Repair 40. Should the Lessee fail to make repairs agreed to by him under this lease, the Lessor may enter the premises and make such repairs and collect the cost thereof from the Lessee as additional rent. Except as herein specifically provided, the Lessee will not make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the outside of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.

Signs 44. No signs of any character shall be erected on the roof until the consent thereof in writing is first had and obtained from the Lessor.

Alterations and Improvements by Lessee 47. Lessee will replace all plate and other glass, if and when broken, and failing so to do the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs, modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, air conditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times.

Upkeep 53. The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 6 of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rents shall constitute a default under the terms of this lease.

Compliance With Law 58. The Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premium public liability insurance in an amount of not less than \$100,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$300,000.00 for injury to or death of more than one person as a result of one occurrence and insuring Lessee, Lessor, Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certificates of all insurance required under this paragraph.

Public Liability Insurance And Indemnity 61. Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or equipment, drains plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of fire, rain, wind, leaks, seepage or other cause.

Defects In Premises 69. If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to do so.

Snow, Ice, Trash 72. Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at option of the Lessor, to either annul and terminate this lease upon two days written notice to Lessee and thereupon re-enter and take possession of the premises; or the right upon two days written notice to the Lessee to re-enter and re-let said premises, from time to time, as agents of the Lessee, and such re-entry or re-letting or both, shall not discharge the Lessee from any liability or obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commissions collected as a result of such re-letting shall be credited on the Lessee's liability up to the amount due under the terms of this lease and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-let and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. Events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any sum, provided for in this lease as and when the same become due, the removal, attempt to remove or permitting to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee or assignee, or sub-tenant of the Lessee; the levy of an execution or other legal process upon the goods, furniture, effects or other property of the Lessee brought on the leased premises or upon the interest of the Lessee in this lease; the filing of a Petition in Bankruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or a court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the fact or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which same are hereby let or (if the rental herein is based in whole or in part on the percentage of Lessee's sales) failure of the Lessee to exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained; the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of Lessee herein contained and failure of the Lessee to remedy such violation within ten (10) days after written notice thereof given by the Lessor to the Lessee.

Events of Default 75. The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the regular course of Lessee's trade or business without having first paid all rent due or to become due under the terms of this lease.

Removal of Goods 98. Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth in this lease or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reasonable attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or other property of the Lessee upon the said premises, or upon the interest of the Lessee in this lease or in said premises, or in the event the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further insure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and every of the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessee may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.

Waiver of Exemptions 111. In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-letting and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed most profitable to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, and the amount due under the terms of this lease and the balance to the Lessor and, said leasing shall not release the Lessee from his liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Lessor on the first day of each month for the residue of the term hereof.

Re-Letting 116. No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessee to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Lessor to annul the lease or to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Re-Entry, etc., No Bar 121. 122. 123. 124.

BOOK 248 PAGE 702

Non-Waiver
Eminent
Domain and
Condemn-
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorate re-
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean
Premises
Upon
Termina-
tion, etc.

227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and
Insurance

230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum
Clause

235. This lease consists of _____ pages together with an Addendum of _____ pages which is attached hereto,
236. initiated by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-
239. trator, heirs, assigns or successor.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

BOOK 248 PAGE 704

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

day of _____, 19⁰⁵

Agent

Harold L. West (Lessor)

Witness for Lessor:

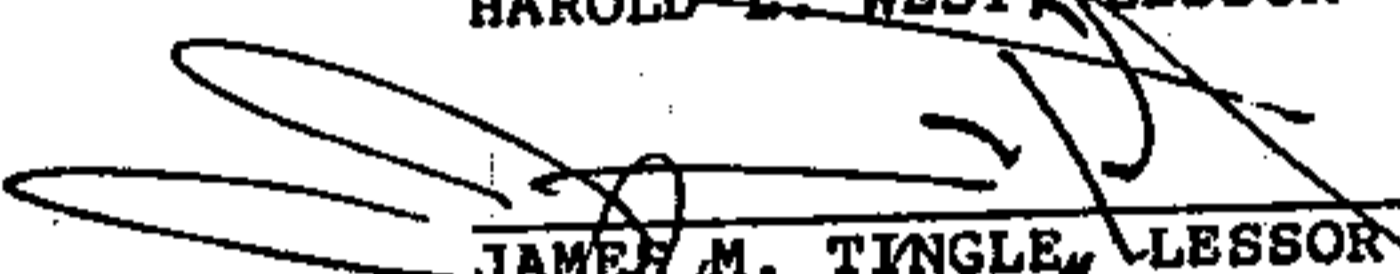
Robert C. Barnett (Lessor)


EXHIBIT A

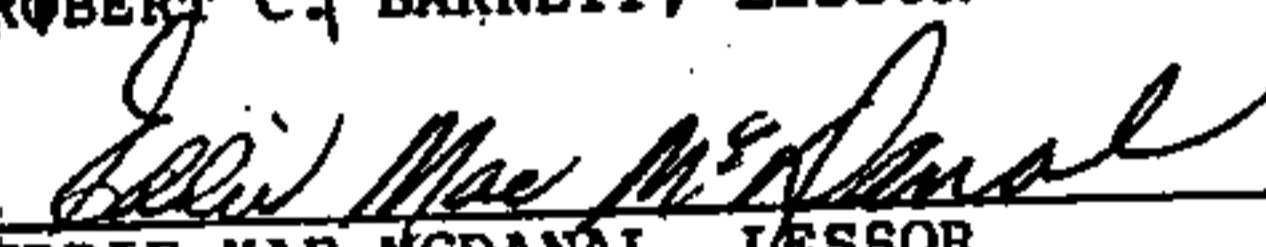
Begin at SE corner of NE 1/4 of NE 1/4, Section 14, Township 18, Range 2 East, and run thence westerly 1/2 mile to NW corner of SW 1/4 of NE 1/4; thence North 55 yards; thence west 1/2 mile to West boundary of said Section 14; thence south along said west boundary of said Section 14, 825 feet; thence North 89 deg. 30' East 2226 feet; thence south 38 deg. East 391.5 feet; thence south 64 deg. East 1451 feet; thence North 78 deg. East 391.5 feet; thence south 64 deg. East 1451 feet; thence North 78 deg. 25' East 220.7 feet; thence North 69 deg. 40' East 85 feet; thence south 9 deg. East 445 feet to top of mountain; thence south 64 deg. East 413 feet; thence south 47 deg. East 240 feet to Kelly Creek; thence up Kelly Creek to where it crosses the East boundary of said Section 14; thence North along said East boundary of said Section 14 to point of beginning. Except that property sold to F. L. Parmonter and Louise Parmonter by deed dated November 21, 1967, and recorded in Deed book 251, Page 150, in the Probate Records, Shelby County, Alabama.

It is expressly understood and agreed that this lease does not constitute a lease to any of the timber land, the lake or any of the property now presently under cultivation as a sod farm.


HAROLD L. WEST, LESSOR


JAMES M. TINGLE, LESSOR


ROBERT C. BARNETT, LESSOR


EDDIE MAE MCDANAL, LESSOR

DICK WALL, DOING BUSINESS AS
SURFSIDE SOD FARM, INC.

BY _____ LESSEE

BOOK 248 PAGE 705

OTHER TERMS AND CONDITIONS

1. It is further expressly agreed and understood that the Lessee shall allow the Lessors the right of ingress and egress to the aforesaid property with the right to fish in the existing lake and to go upon any of the property provided the Lessors do not damage the grass or crops being grown by the Lessee. The Lessors shall have the right of ingress and egress to cut all stands of timber located on the aforesaid property at any time within their discretion, and the said Lessors shall have the right to go across and upon any lands under this lease for the purpose of cutting any and all timber solely at their discretion.

2. This lease is also subject to that certain Oil, Gas and Mineral Lease executed on the 31st day of August, 1983, whereby Amoco Production Company has a lease for the oil, gas and minerals on said property. This lease is subject to all of the terms and conditions set out in that certain lease. The Lessors or their Lessees shall have the right to come upon said property for the purpose of oil, gas and mineral testing and excavation.

3. The Lessee shall have the right to clear 40 acres of said additional land within two years from the date of the execution of this lease. The Lessee shall not be required to pay any rent for the said forty (40) acres cleared for the first ~~two~~ ^{four} years of this lease. After the property is cleared, then the Lessee agrees to pay as additional rent beginning on the 1st day of December, 1989, the sum of Three Thousand Four Hundred Dollars (\$3,400.00) which shall be due and payable on the 1st day of December of each year thereafter under the further terms and conditions of this lease. In the event the Lessee clears less than forty (40) acres during the first ~~two~~ years of this lease, then he shall pay additional rent beginning on the 1st day of December, 1989, at the rate of Eighty-five Dollars (\$85.00) per acre of any land cleared and the 1st day of December of each year thereafter under the terms and conditions of this lease.

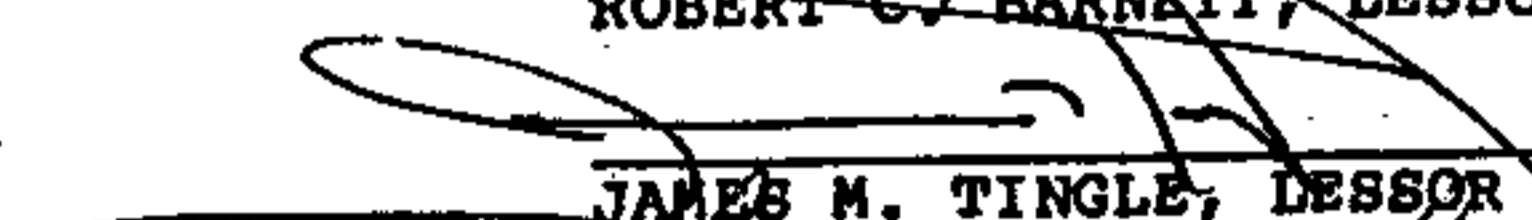
4. The regular rental payments in the amount of Ten Thousand Two Hundred Dollars (\$10,200.00) shall be increased by an amount equal to the Consumer Price Index after the expiration of two years from the date of this lease and increased each two year increments thereafter. Said rental increase shall be calculated by ascertaining and determining the Consumer Price Index as compiled by the Bureau of Labor as of the 1st day of December, 1985, and obtaining the Consumer Price Index as published by the Department of Labor as of December 1, 1987, and thereby increasing said rent according to any increase in the Consumer Price Index. Said rental increase shall likewise be calculated each two years thereafter according to said formula. Once the Lessee begins paying rent on the additional forty (40) acres cleared, or any portion thereof at the rate of Eighty-five Dollars (\$85.00) per acre, then the said rental payments shall be increased after two years from the date that the Lessee begins making such additional rental payments by an amount equal to any increase in the Consumer Price Index as published by the Department of Labor according to the hereinabove formula, it being the express intention of the parties that the additional cleared land will be rented at the rate of Eighty-five Dollars (\$85.00) per year and increased by an amount equal to any increase in the Consumer Price Index beginning two years from the date the Lessee begins making such rental payments.


5. The Lessors shall have the right to terminate this lease in the event the property is sold or transferred by giving the Lessee fourteen (14) months advance notice of such sale or transfer. Said notice shall be given by registered mail. Said termination date shall be calculated as of the date the said notice is deposited in the U. S. Mail, return receipt requested.

6. It is further expressly agreed that all pipes and improvements on the property shall remain the property of the Lessor.

7. The Lessee at the expiration of this lease shall reinstall to the satisfaction of the Lessors the iron gate at the entrance to the herein described property. The Lessee and the Lessors acknowledge that there is some dispute about the title held by the Lessors to the property that consists of the road which provides ingress and egress. In the event there is any adverse ruling by any court of competent jurisdiction determining the Lessors do not own such property, then the Lessee agrees to construct an additional road into the herein described property at a site to be selected and determined by the Lessors. RAW

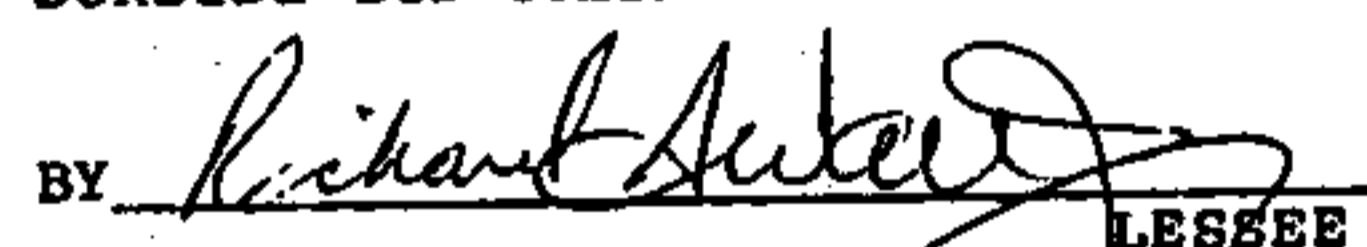

ROBERT C. BARNETT, LESSOR


JAMES M. TINGLE, LESSOR


EDDIE MAE MCDANAL, LESSOR


HAROLD L. WEST, LESSOR

DICK WALL, DOING BUSINESS AS
SURSIDE SOD FARM

BY  LESSEE

BOOK 248 PAGE 707

Surfside Sod Farm

POST OFFICE BOX 350
PHONE 525-5511

PELL CITY, ALABAMA 35125
BIRMINGHAM PHONE 324-2201

March 31, 1987

Mr. T. L. Harmon &
Mrs. Rosalie Harmon
Pell City, Al. 35125

Dear Mr. & Mrs. Harmon:

Confirming our verbal agreement of Friday, March 20, 1987, Surfside Sod Farm, Inc. will continue to lease your land as per the existing lease agreement, which is dated June 1, 1976, with the following changes.

1. The rental rate shall be \$13,200.00 per year.
2. If the sod is not harvested from this property during the year, the rental rate shall be \$10,000.00 for that year.

There are no other changes to the lease agreement. This letter cancels the two year cancellation notice given you in our May 31, 1985 letter.

Witness: _____ Lessee
_____ Lessor
_____ Lessor

BOOK 248 PAGE 708

6-5 CA 64

REAL ESTATE LEASE
WITH
FIRST RIGHT OF REFUSAL TO PURCHASE

STATE OF ALABAMA
ST. CLAIR COUNTY

This Indenture made this the 1st day of June, 1976, by and between T. L. Harmon, Sr. and wife, Rosalie Harmon, hereinafter called the Lessor, which expression where the context so admits, shall include their heirs and assigns, of the one part, and M. H. Huggins, hereinafter called the Lessee, which expression shall include, where the context so admits, his executors, administrators and assigns, of the other part, witnesseth as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor hereby demises to the Lessee the following described premises situated in St. Clair County, Alabama, to-wit:

Lands owned by T. L. Harmon, Sr. and wife, Rosalie Harmon that lie South of Highway #231, consisting of approximately one hundred (100) acres, more or less, more particularly described as: That property bounded on the East by lands owned by Vernon Sims, on the West by Lee Road, and on the South by lands owned by Armon Roe.

To hold to the Lessee for the term of twenty (20) years commencing on the 1st day of June, 1976.

Yielding and paying therefor during the said term rent at the following rates:

BOOK 248 PAGE 709

- The rental rate for the first year of this lease shall be TEN THOUSAND (\$10,000.00) DOLLARS;
- The rental rate for the second year of this lease shall be TEN THOUSAND (\$10,000.00) DOLLARS;
- The rental rate for the third year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
- The rental rate for the fourth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
- The rental rate for the fifth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
- The rental rate for the sixth year through the twentieth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS per year plus cost of living increase as determined by Consumer Price Index put out by the U. S. Department of Commerce, using the fifth year of this lease as base year for determining the cost of living increase.

Payment of said rent is to be made on the 1st day of June of each year, of which the first payment shall be made on the date of the execution of this agreement.

2. The Lessee hereby covenants with the Lessor as follows:

- (1) To pay the rent reserved on the days and in the manner aforesaid.
- (2) Not to assign, underlet, or part with the possession of the whole or any part of the demised premises without first obtaining the written consent

of the Lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).

(3) To permit the Lessor and his agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.

(4) To yield up the demised premises and all addition thereto (except tenant's fixtures) at the determination of the tenancy in good and tenant-able repair, reasonable sue and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the Lessor.

3. The Lessor hereby covenants with the Lessee as follows:

(1) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.

(2) In the event that the Lessor desires to sell the premises herein described, then in such event the Lessor, their heirs and assigns, agrees to give Lessee the first right of refusal of the offer to sell said property.

(3) Provided, always, and these premises are upon this condition, that if the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming payable, whether formally demanded or not, or if any covenant on the Lessee's part herein contained shall not be performed or observed, or if the Lessee shall become bankrupt, then and in any of the said cases it shall be lawful for the Lessor to re-enter at any time thereafter upon the demised premises or any part thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

4. ~~The lessee may terminate this lease without penalty at any time during the term of the lease by giving Lessor six (6) months written notice in advance of his desire to so terminate.~~ The Lessor may terminate without penalty said lease after the expiration of ten (10) years by giving Lessee two (2) years written notice in advance of his desire to so terminate.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES

[Three handwritten witness signatures]

M.S. Higgins
[Signature]
LESSOR
Roselle Hermon
LESSOR

6-76 \$10,000.00
6-5-77 10,000.00

7-18-85 13,200 # 3763

6/12/87 13,200 # 6053

BOOK 248 PAGE 710

MSH
RA

MSH
RA

of the Lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).

(3) To permit the Lessor and his agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.

(4) To yield up the demised premises and all addition thereto (except tenant's fixtures) at the determination of the tenancy in good and tenant-able repair, reasonable sue and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the Lessor.

3. The Lessor hereby covenants with the Lessee as follows:

(1) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.

(2) In the event that the Lessor desires to sell the premises herein described, then in such event the Lessor, their heirs and assigns, agrees to give Lessee the first right of refusal of the offer to sell said property.

(3) Provided, always, and these premises are upon this condition, that if the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming payable, whether formally demanded or not, or if any covenant on the Lessee's part herein contained shall not be performed or observed, or if the Lessee shall become bankrupt, then and in any of the said cases it shall be lawful for the Lessor to re-enter at any time thereafter upon the demised premises or any part thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

4. ~~The Lessee may terminate this lease without penalty at any time during the term of the lease by giving Lessor six (6) months written notice in advance of his desire to so terminate. The Lessor may terminate without penalty said lease after the expiration of ten (10) years by giving Lessee two (2) years written notice in advance of his desire to so terminate.~~

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESSES

[Handwritten signatures of witnesses]

[Handwritten signature: M. S. ...]
LESSOR
[Handwritten signature: ...]
LESSOR

6-76 \$10,000.00
6-5-77 10,000.00
7-18-83 13,200.00 # 3763

6/18/87 13,200 # 6053

BOOK 248 PAGE 711

MSA
RA

MSA
RA

CONSENT TO ASSIGNMENT

We, T. L. Harmon, Sr., and wife Rosalie Harmon,
hereby consent to the assignment to M. S. Huggins Company,
Inc., of the lease dated June 1, 1976, between M. S. Huggins
and ourselves, a copy of the lease being attached hereto.

Dated this the 23 day of July, 1979.

T. L. Harmon, Sr.

Rosalie Harmon

E x 6 4

6-5 a

6-5 ok

REAL ESTATE LEASE
WITH
FIRST RIGHT OF REFUSAL TO PURCHASE

STATE OF ALABAMA
ST. CLAIR COUNTY

This Indenture made this the 1st day of June, 1976, by and between T. L. Harmon, Sr. and wife, Rosalie Harmon, hereinafter called the Lessor, which expression where the context so admits, shall include their heirs and assigns, of the one part, and M. H. Hughins, hereinafter called the Lessee, which expression shall include, where the context so admits, his executors, administrators and assigns, of the other part, witnesseth as follows:

1. In consideration of the rent and the Lessee's covenants hereinafter reserved and contained the Lessor hereby conveys to the Lessee the following described premises situated in St. Clair County, Alabama, to-wit:

Lands owned by T. L. Harmon, Sr. and wife, Rosalie Harmon that lie South of Highway #231, consisting of approximately one hundred (100) acres, more or less, more particularly described as: That property bounded on the East by lands owned by Vernon Sims, on the West by Lee Road, and on the South by lands owned by Armon Roe.

To hold to the Lessee for the term of twenty (20) years commencing on the 1st day of June, 1976.

Yielding and paying therefor during the said term rent at the following rates:

The rental rate for the first year of this lease shall be TEN THOUSAND (\$10,000.00) DOLLARS;
The rental rate for the second year of this lease shall be TEN THOUSAND (\$10,000.00) DOLLARS;
The rental rate for the third year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
The rental rate for the fourth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
The rental rate for the fifth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS;
The rental rate for the sixth year through the twentieth year of this lease shall be TWELVE THOUSAND (\$12,000.00) DOLLARS per year plus cost of living increase as determined by Consumer Price Index put out by the U. S. Department of Commerce, using the fifth year of this lease as base year for determining the cost of living increase.

Payment of said rent is to be made on the 1st day of June of each year, of which the first payment shall be made on the date of the execution of this agreement.

2. The Lessee hereby covenants with the Lessor as follows:
(1) To pay the rent reserved on the days and in the manner aforesaid.
(2) Not to assign, underlet, or part with the possession of the whole or any part of the devised premises without first obtaining the written consent

BOOK 248 PAGE 713

6-56

of the Lessor (such consent, however, not to be unreasonably withheld in the case of a respectable and responsible person).

(3) To permit the Lessor and his agents at all reasonable times to enter upon the premises and to examine the condition thereof and make necessary repairs.

(4) To yield up the demised premises and all addition thereto (except tenant's fixtures) at the determination of the tenancy in good and tenant-able repair, reasonable use and wear (and damage by fire and other unavoidable casualties and condemnation or appropriation by eminent domain) excepted, as the same now are or may be put in by the Lessor.

3. The Lessor hereby covenants with the Lessee as follows:

(1) That the Lessee, paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained, shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under him.

(2) In the event that the Lessor desires to sell the premises herein described, then in such event the Lessor, their heirs and assigns, agree to give Lessee the first right of refusal of the offer to sell said property.

(3) Provided, always, and these premises are upon this condition, that if the rent reserved or any part thereof shall be unpaid for thirty (30) days after becoming payable, whether formally demanded or not, or if any covenant on the Lessee's part herein contained shall not be performed or observed, or if the Lessee shall become bankrupt, then and in any of the said cases it shall be lawful for the Lessor to re-enter at any time thereafter upon the demised premises or any part thereof in the name of the whole, and thereupon this demise shall absolutely determine, but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

MSH
124

~~4. The term of this lease shall be for a term of ten (10) years from the date hereof, and the Lessor shall have the right to terminate this lease at any time during the term of the lease by giving the Lessee notice in writing in advance of the expiration of ten (10) years by giving Lessee two (2) years written notice in advance of his desire to so terminate.~~

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
LESSOR

BOOK 248 PAGE 714

6-16
6-5-77

Surfside Sod Farm

POST OFFICE BOX 886
PHONE 595-8511

PELL CITY, ALABAMA 36185
BIRMINGHAM PHONE 324-2301

LEASE AGREEMENT

MRS. ANNICE HODGES CARROLL Soc Sec # [REDACTED]

This is to state that Mrs. Ernest Carroll has leased to Surfside Sod Farm her land adjoining said sod farm, consisting of 14.44 acres. The length of this lease is to run continuously for 5 years, starting October 1, 1984 and ending September 30, 1989.

This is to also state that Mrs. Carroll, or the person she so designates, is to receive rent at the rate of \$60.00 per acre per year, or \$866.40 per year for the above mentioned land to be paid in October of each year. First payment to be October 15, 1985.

Witness: [Signature] Richard A. Wall, Jr.
Surfside Sod Farm, Inc.
by Richard A. Wall, Jr.

Witness: [Signature] Annice Carroll

BOOK 248 PAGE 715

pd 1/28/85 866.40 #3361
1/15/86 866.40 #4266
10/30/86 866.40 #5180
10/8/87 866.40 #6602
9/26/88 866.40 8179

11/5/

Surfside Sod Farm

POST OFFICE BOX 356
PHONE 525-5511

PELL CITY, ALABAMA 35125
BIRMINGHAM PHONE 324-2201

LEASE AGREEMENT

MRS ANNICE HOWEES CARROLL

le
Box 562
Crispwell

This is to state that Mrs. Ernest Carroll has leased to Surfside Sod Farm her land consisting of 9.52 acres laying east of her home and adjoining the property owned by Archie Lee and Mrs. Lavern Whitten. The length of this lease is to run continuously for 5 years starting December 9, 1986 and ending November 9, 1991.

This is to also state that Mrs. Carroll or the person she so designates is to receive rent at the rate of \$60.00 per acre per year or \$571.20 per year for the above mentioned land to be paid in November of each year. First payment being due November 9, 1986.

This lease is to be honored by all heirs and assigns for the duration of this contract.

Witness: Cathy Bunter

Richard A. Wall, Jr
Richard A. Wall, Jr
12/6/86

Witness: Jackie Cooper

Mrs. Ernest Carroll
Mrs. Ernest Carroll

BOOK 248 PAGE 716

12/4/86 # 5326 571.20
1/18/88 # 6968 571.20
10/27/88 # 8390 571.20

Surfside Sod Farm

POST OFFICE BOX 356
PHONE 525-5511

FBI CITY, ALABAMA 35128
BIRMINGHAM PHONE 934-2201

February 12, 1987

LEASE AGREEMENT

This is to state that Mr. Homer Martin has leased his farm, including the house which is in Section 19, Township 18 South, Range 3 East laying north of the Wyatt farm, to Surfside Sod Farm, Inc. The length of this lease is to run continuously for nine (9) years starting February 9, 1987 and ending February 8, 1996.

Surfside Sod Farm, Inc. is to be allowed to clear all of the land, ~~the~~ west of the foot of the hill to the east of Toe River, at its own expense.

Surfside Sod Farm, Inc. is to repair and maintain the house in a liveable condition.

Mr. Homer Martin or the person he so designates is to receive rent in the amount of \$1,710.00 for the first year of the lease and \$2,135.00 each year thereafter to be paid in February of each year.

Witness: Debbie Lee

Richard A. Wall, Jr.
Surfside Sod Farm, Inc.
by Richard A. Wall, Jr.

Witness: Debbie Lee

Homer Martin
Rt. 1 Box 92
Vincent, Al. 35178
Soc. Sec. #: [REDACTED]

2/12/87 # 5521 ~~500~~ \$1710.00
2/23/88 # 7118 \$2135.00
2/28/88 # 8782 \$2135.00

BOOK 248 PAGE 717

Surfside Sod Farm

POST OFFICE BOX 356
PHONE 585-5511

PELL CITY, ALABAMA 35125
BIRMINGHAM PHONE 324-2201

November 3, 1987

LEASE AGREEMENT

This is to state that Mrs. Hassie Sims has leased her farm, which consists of approximately thirty-six (36) acres in St. Clair County; Section 19, Township 18 South, Range 3 East laying to the north of the Wyatt Farm, west of the Hardwick Farm and south of the Clinkscale Farm to Surfside Sod Farm, Inc. The length of this lease is to run continuously for eight (8) years starting November 3, 1987 and ending November 2, 1995.

Mrs. Hassie Sims or the person she so designates is to receive rent in the amount of \$1,800.00 per year to be paid in November of each year.

BOOK 248 PAGE 718

Witness: [Signature]

[Signature]
Surfside Sod Farm, Inc.
by Richard A. Wall, Jr.

Witness: [Signature]

Hassie S. Sims
Hassie Sims
Soc. Sec. #: [Redacted]
RTE 1 BOX 222
VINCENT AL

pd. 1800.00 11/3/87 #672
1800.00 11/27/88 #57

OFFICE
H222

FRANK WYATT
625 CONCORD PLACE
BARRINGTON HILL
60010

L E A S E

This Lease Agreement made and entered into in counterparts
this 25th day of April, 1986, by and between:

NANNIE LEE WYATT, whose address is Route 1, Box 228,
Vincent Alabama, 35178 (hereinafter referred to as
"Lessor"); See See [REDACTED]

and

SURFSIDE SOD FARM, INCORPORATED, whose address is P. O.
Box 356, Pell City, Alabama, 35125 (hereinafter referred
to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of cultivatable land located
in St. Clair County and Shelby County, Alabama.

WHEREAS, Lessee is desirous of leasing such cultivatable
land.

NOW, THEREFORE, in consideration of the mutual agreements
herein contained, Lessor hereby leases to Lessee the cultivatable
land as hereinafter described upon the following terms:

1. Description of Property

A. The cultivatable land hereinafter described is
located on the property being described in St. Clair
County, Alabama, as follows:

Township 18 South, Range 3 East:
Section 19: S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$ of NW $\frac{1}{4}$
S $\frac{1}{2}$ of Section
Section 30: NE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$
E $\frac{1}{2}$ of Section

and being described in Shelby County, Alabama, as follows:

AGOK 248 PAGE 719

Township 18 South, Range 2 East
Section 13: E $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 24: E $\frac{1}{2}$ of NE $\frac{1}{4}$

B. The cultivatable land consists of property within the property as described in 1A consisting of cultivatable land North of Kelly Creek; west of Little Toe Creek and South of U.S. 231 and extending West to the property line as described in 1A.

C. There is excluded from the property in 1B the main house, consisting of property 300 yards wide (150 yards north and 150 yards south of the center line of the main house) and 300 yards deep, commencing at Highway 231.

D. There is excluded all property South of Kelly Creek.

3. Rent

During the term of this lease, Lessee covenants and agrees to pay to Lessor rent in the sum of \$7,500 for each of the following years:

May 1, 1986 through April 30, 1987 - \$7,500
May 1, 1987 through April 30, 1988 - 7,500
May 1, 1988 through April 30, 1989 - 7,500;

and rent in the sum of \$10,000 for each of the following years:

May 1, 1989 through April 30, 1990 and each year thereafter through April 30, 1996.

The rent shall be paid in quarterly payments at the end of each quarter ending on April 30; July 31; October 31, and January 31; provided, however, that

BOOK 248 PAGE 721

1/87 1875.00# A-78

during the first year ending April 30, 1987 Lessee shall pay \$1,375 on October 31, 1986 in addition to the regular quarterly payments of \$1,875 on April 30, 1986; \$1,875 on July 31, 1986; \$1,875 on October 31, 1986; and \$1,875 on January 31, 1987. Said payments shall be paid by check payable to Nannie Lee Wyatt and mailed to J. Frank Wyatt, 625 Concord Place, Barrington, Illinois 60010, or such other place as may be designated by J. Frank Wyatt, or in his absence by W. Embry Wyatt.

4. Use of Leased Property and Improvements

During the term of this lease, Lessee shall have the right at Lessee's own expense to add, alter, modify, and change the contour and surrounding area of the Leased Property in order that Lessee may better utilize the cultivatable land. The Leased Property can only be used for the purpose of a sod farm. Lessor and Lessee may mutually agree as to cultivatable land south of Kelly Creek that may be added to the leased property under Article 1 for use as a part of the sod farm. Any such cultivatable land added shall be at the annual rate of \$50 per acre, unless mutually agreed otherwise by the Lessor and Lessee.

Lessee shall have the right of ingress and egress off the south side of Highway 231 at such location as is mutually acceptable to both Lessor and Lessee.

Lessee may construct a shop for housing equipment and locate a trailer on the leased property; provided,

however, such facilities shall be at a location mutually acceptable to both Lessor and Lessee.

5. Compliance with Laws

Lessee agrees that in his use and occupancy of the Leased Property to comply with all applicable laws, ordinances, rules and regulations of governmental authorities including environmental protection regulations, and to indemnify and save harmless the Lessor from any fines, penalties and costs for violations of or non-compliance with same, and from and against all liability or loss of every kind, including legal expenses which may be incurred by reason of any breach, or charge of breach, of the provisions of this paragraph brought by any public authority.

6. Taxes

A. Lessor agrees to continue to pay all property taxes attributable to the real estate.

B. Lessee agrees that should the present assessed valuation of the leased property be increased in years after calendar year 1985, that Lessee will increase the rental payment under Article 3 to Lessor by an amount equal to the taxes attributed to the increased valuation.

7. Lessor Warranties

Lessor represents that Lessor has full and lawful authority to enter into this lease for the full term

BOOK 248 PAGE 722

hereof, and that Lessor is lawfully seized of the entire property described and has good title, free and clear of all encumbrances, except as may be of record.

8. Liability

Lessor shall not be responsible or liable to Lessee for damage or injury to Lessee or Lessee's property for any cause. Lessee waives all claims against Lessor for damages or injury to person or property arising from any cause or reason. Lessee will indemnify Lessor and hold Lessor harmless from all loss and expense of any kind which Lessor may sustain or which may be asserted against Lessor as the result of injuries to persons or property resulting or alleged to result from any default or negligence of Lessee or of Lessee's agents or employees.

9. Surrender of Premises

At the termination of this lease, Lessee shall deliver the Leased Property to Lessor in as good a condition as at the beginning of the term, normal wear and depreciation from causes beyond the Lessee's control excepted.

10. Default by Lessee

In the event that the rent or other amounts due hereunder is delinquent and unpaid 10 days after the due date of payment ^{AND 10 days after notice by LESSOR.} or if default be made in any of the covenants and agreements to be kept by Lessee, Lessor

BOOK 248 PAGE 723

J. H. [unclear]

or Lessor's assigns, may declare, in addition to all other rights and remedies provided in this Lease or at law or in equity, the term of this lease ended and enter into the Leased Property, and the Lessee or any other persons occupying the same shall deliver the Leased Property to Lessor and the Leased Property will be repossessed. Repossession by the Lessor shall not release Lessee from Lessee's obligations to pay the rent or other amounts due under this lease for the full term of the lease.

Lessee shall pay, upon demand, all costs and expenses, including attorneys' fees, incurred by Lessor in enforcing the observance and performance by Lessee of all covenants, conditions and provisions of this lease to be observed and performed by Lessee, or resulting from Lessee's default under this lease.

BOOK 248 PAGE 72A

11. Assignment

Lessee will not assign or sublet the Leased Property or any part thereof without the prior written consent of Lessor.

12. Notice

All communications required or permitted to be given shall be in writing. The mailing of a notice by Certified or Registered Mail, Return Receipt Requested, to Lessor or Lessee addressed as follows will be deemed sufficient service;

If to the Lessor: Nannie Lee Wyatt
c/o J. Frank Wyatt
625 Concord Place
Barrington, Illinois 60010

If to the Lessee: Mr. Dick Wall
Surfside Sod Farm
P. O. Box 356
Pell City, Alabama 35125

13. Oil, Gas and Mineral Rights

This lease is subject to all the provisions of any oil, gas and mineral lease or reserved oil, gas or mineral rights of record and any right of ingress or egress or use of property as may be required by any holder of any oil, gas and mineral lease.

14. Timberland

A. Lessee agrees that the lease is subject to all provisions of any contract to cut and remove the timber from any timberland and any right of ingress or egress on established roadways as may be required by any holder of any contract to cut and remove the timber.

B. Lessee agrees that the Leased Property does not include any timberland whatsoever and the Leased Property is strictly with respect to cultivatable land.

15. Lessee at its sole cost and expense agrees to maintain comprehensive General Public Liability Insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises naming Lessor as an

BOOK 248 PAGE 725

BOOK 248 PAGE 726

additional insured, such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to injury or death of a single person and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to to any one accident, and specified limits as to each scheduled piece of property with respect to property damage. Lessee will cause Lessee's insurance carrier to issue a Certificate of Insurance to Lessor, naming the Lessor as an additional insured with respect to the insurance coverage.

- 16. The provisions of this lease will be interpreted and construed in accordance with the provisions of the laws of Alabama and shall inure to the benefit of, and be binding upon, both the parties and their respective personal representative, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first above written.

LESSOR:
Nannie Lee Wyatt

Nannie Lee Wyatt

LESSEE:
Surfside Sod Farm, Incorporated

By: Richard A. [Signature]
President

GUARANTY OF LEASE

Guaranty of Lease dated April 25, 1986 between Nannie Lee Wyatt, whose address is Route 1, Box 228, Vincent, Alabama 35178 (hereinafter referred to as "Lessor") and Surfside Sod Farm Incorporated, whose address is P. O. Box 356, Pell City, Alabama 35125 (hereinafter referred to as "Lessee"), covering the lease of certain cultivatable land in St. Clair and Shelby Counties owned by Lessor and described in said lease.

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Guarantor") hereby unconditionally and irrevocably guarantees to the Lessor, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by the Lessee, its successors and assigns, under the Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Lessee, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Lessor, its successors and assigns, that if default shall at any time be made by the Lessee, its successors and assigns, in the payment of any such rent or any such other sums and charges, or if Lessee should default in the performance and observance of any of said covenants, terms, conditions or agreements, the Guarantor will forthwith pay such rent and other such sums and charges to the Lessor, its successors and assigns, in accordance with the terms

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and provisions of the Lease, and will forthwith faithfully and fully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Lessor all damages that may arise in consequence of any default by the Lessee, its successors and assigns, under said Lease, including without limitation, all attorneys' fees and all disbursements incurred by the Lessor or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Lessor's part of any kind or nature whatsoever against the Lessee, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Lessor against the Lessee, or against any other guarantor of all or any portion of Lessee's obligations under the Lease, or against the Lessee's successors and assigns, any of the rights or remedies reserved to the Lessor pursuant to the provisions of the said Lease or by relief of Lessee from any of Lessee's obligations under the Lease or otherwise (including, but not by way of limitation, the

rejection of said Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any amendment, modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Lessor to the Lessee, its successors or assigns, or a changed or different use of the Premises, or by reason of any dealings or transactions or matters or things occurring between the Lessor and the Lessee, its successors or assigns, whether or not notice thereof is given to the Guarantor.

Executed in Reel City, Alabama this 25th day of April, 1986.

Dick Wall
Dick Wall

Address: PO Box 356
Reel City Cal 35125

AGREEMENT

WHEREAS, a Lease Agreement was entered into on the 1st day of October, 1983, by and between Nannie Lee Wyatt, "Lessor" and Clyde Walker and Fall F. Walker, "Lessee" for a term of five (5) years commencing on January 1, 1984 and expiring on December 31, 1988 unless sooner terminated pursuant to the provisions thereof.

WHEREAS, Lessee and Lessor are agreeable to terminating said Lease Agreement.

NOW, THEREFORE, Lessor and Lessee mutually agree to and do hereby terminate as of April 30, 1986 the Lease Agreement dated the 1st day of October, 1983 with respect to the cultivatable land being described in St. Clair County, Alabama, as follows:

Township 18 South, Range 3 East:
Section 19: S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$ of NW $\frac{1}{4}$
S $\frac{1}{2}$ of Section

Section 30: NE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$
E $\frac{1}{2}$ of Section

and being described in Shelby County, Alabama as follows:

Township 18 South, Range 2 East
Section 13: E $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 24: E $\frac{1}{2}$ of NE $\frac{1}{4}$

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of April, 1986.

LESSOR:

Nannie Lee Wyatt

Nannie Lee Wyatt

LESSEE:

Clyde Walker

Clyde Walker

Fall F. Walker

Surfside Sod Farm

POST OFFICE BOX 356
PHONE 595-5511

PELL CITY, ALABAMA 36186
BIRMINGHAM PHONE 394-2901

May 2, 1985

*RTE 1 Box 552
CROBURET AL 35054*

*RTE 1 Box 192
CROBURET*

LEASE AGREEMENT

Sec Sect# [REDACTED]

Mrs NANNIE S SIMS

This is to state that Mr. Odell Sims and Mrs. Osman Sims have leased to Surfside Sod Farm, Inc. their land adjoining said sod farm, consisting of 22.8 acres, and the land north of Highway 231 and east of the home of Roy Roe, consisting of 13.24 acres for a total of 36.04 acres. The length of this lease is to run continuously for 5 years starting October 1, 1985 and ending September 30, 1990.

This lease is to be honored by all our heirs and assigns for the duration of this contract.

This is to also state that Mr. Odell and Mrs. Osman Sims, or the persons they so designate is to receive rent at the rate of \$65.00 per acre per year, or \$2342.60 per year for the above mentioned land to be paid in October of each year.

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WITNESS: *[Signature]*

[Signature]
R. A. WALL, JR. SURFSIDE SOD FARM

DATE: *May 2, 1985*

DATE: *May 2, 1985*

WITNESS: *[Signature]*

[Signature]
MRS. OSMAN SIMS

DATE: _____

DATE: *10/5/85*
MR. ODELL SIMS

WITNESS: *[Signature]*

[Signature]
DATE: _____

DATE: *10/5/85*

10/7/87 # \$ 1171.30
10/8/87 # \$ 1171.30
9/29/88 # 8182 1171.30
8184 1171.30

2342.60 - 10/17/86

Surfside Sod Farm

POST OFFICE BOX 866 PELL CITY, ALABAMA 35196
PHONE 685-5511 BIRMINGHAM PHONE 524-2201

5/2/85

LEASE AGREEMENT

and the land north of section 22 and east of the town of Pell City
consisting of 13.24 acres for a total of 36.04 acres

This is to state that Mr. Odell Sims and Mrs. Osman Sims has leased to Surfside Sod Farm their land adjoining said sod farm consisting of 22.8 acres. The length of this lease is to run continuously for 3 years starting October 1, 1982 and ending September 30, 1985.

This is to also state that Mr. Odell Sims and Mrs. Osman Sims or the persons they so designate is to receive rent at the rate of \$60.00 per acre per year or \$1368.00 per year for the above mentioned land to be paid in October of each year.

WITNESS: Cheryl M. Kelley
date

WITNESS: _____
date

WITNESS: _____
date

R. A. Wall, Jr.
R. A. Wall, Jr. Surfside Sod Farm

Mrs. Osman Sims
Mrs. Osman Sims

Odell Sims
Mr. Odell Sims
date

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10/17 - Mrs Osman Sims 684 - 3127
Mr Odell Sims 684 3128

OFFICE -
H222

FRANK WYATT
625 CONCORD PLACE
BARRINGTON HILL
60010

LEASE

This Lease Agreement made and entered into in counterparts
this 25th day of April, 1986, by and between:

NANNIE LEE WYATT, whose address is Route 1, Box 228,
Vincent Alabama, 35178 (hereinafter referred to as
"Lessor"); See See [REDACTED]

and

SURFSIDE SOD FARM, INCORPORATED, whose address is P. O.
Box 356, Pell City, Alabama, 35125 (hereinafter referred
to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is the owner of cultivatable land located
in St. Clair County and Shelby County, Alabama.

WHEREAS, Lessee is desirous of leasing such cultivatable
land.

NOW, THEREFORE, in consideration of the mutual agreements
herein contained, Lessor hereby leases to Lessee the cultivatable
land as hereinafter described upon the following terms:

1. Description of Property

A. The cultivatable land hereinafter described is
located on the property being described in St. Clair
County, Alabama, as follows:

Township 18 South, Range 3 East:
Section 19: S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$
S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$ of NW $\frac{1}{4}$
S $\frac{1}{2}$ of Section
Section 30: NE $\frac{1}{4}$ of NW $\frac{1}{4}$
SW $\frac{1}{4}$
E $\frac{1}{2}$ of Section

and being described in Shelby County, Alabama, as follows:

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Township 18 South, Range 2 East
Section 13: E $\frac{1}{2}$ of SE $\frac{1}{4}$
Section 24: E $\frac{1}{2}$ of NE $\frac{1}{4}$

B. The cultivatable land consists of property within the property as described in 1A consisting of cultivatable land North of Kelly Creek; west of Little Toe Creek and South of U.S. 231 and extending West to the property line as described in 1A.

C. There is excluded from the property in 1B the main house, consisting of property 300 yards wide (150 yards north and 150 yards south of the center line of the main house) and 300 yards deep, commencing at Highway 231.

D. There is excluded all property South of Kelly Creek.

3. Rent

During the term of this lease, Lessee covenants and agrees to pay to Lessor rent in the sum of \$7,500 for each of the following years:

May 1, 1986 through April 30, 1987 - \$7,500
May 1, 1987 through April 30, 1988 - 7,500
May 1, 1988 through April 30, 1989 - 7,500;

and rent in the sum of \$10,000 for each of the following years:

May 1, 1989 through April 30, 1990 and each year thereafter through April 30, 1996.

The rent shall be paid in quarterly payments at the end of each quarter ending on April 30; July 31; October 31, and January 31; provided, however, that

1/87 1875.00# 578

during the first year ending April 30, 1987 Lessee shall pay \$1,375 on October 31, 1986 in addition to the regular quarterly payments of \$1,875 on April 30, 1986; \$1,875 on July 31, 1986; \$1,875 on October 31, 1986; and \$1,875 on January 31, 1987. Said payments shall be paid by check payable to Nannie Lee Wyatt and mailed to J. Frank Wyatt, 625 Concord Place, Barrington, Illinois 60010, or such other place as may be designated by J. Frank Wyatt, or in his absence by W. Embry Wyatt.

4. Use of Leased Property and Improvements

During the term of this lease, Lessee shall have the right at Lessee's own expense to add, alter, modify, and change the contour and surrounding area of the Leased Property in order that Lessee may better utilize the cultivatable land. The Leased Property can only be used for the purpose of a sod farm. Lessor and Lessee may mutually agree as to cultivatable land south of Kelly Creek that may be added to the leased property under Article 1 for use as a part of the sod farm. Any such cultivatable land added shall be at the annual rate of \$50 per acre, unless mutually agreed otherwise by the Lessor and Lessee.

Lessee shall have the right of ingress and egress off the south side of Highway 231 at such location as is mutually acceptable to both Lessor and Lessee.

Lessee may construct a shop for housing equipment and locate a trailer on the leased property; provided,

however, such facilities shall be at a location mutually acceptable to both Lessor and Lessee.

5. Compliance with Laws

Lessee agrees that in his use and occupancy of the Leased Property to comply with all applicable laws, ordinances, rules and regulations of governmental authorities including environmental protection regulations, and to indemnify and save harmless the Lessor from any fines, penalties and costs for violations of or non-compliance with same, and from and against all liability or loss of every kind, including legal expenses which may be incurred by reason of any breach, or charge of breach, of the provisions of this paragraph brought by any public authority.

6. Taxes

A. Lessor agrees to continue to pay all property taxes attributable to the real estate.

B. Lessee agrees that should the present assessed valuation of the leased property be increased in years after calendar year 1985, that Lessee will increase the rental payment under Article 3 to Lessor by an amount equal to the taxes attributed to the increased valuation.

7. Lessor Warranties

Lessor represents that Lessor has full and lawful authority to enter into this lease for the full term

hereof, and that Lessor is lawfully seized of the entire property described and has good title, free and clear of all encumbrances, except as may be of record.

8. Liability

Lessor shall not be responsible or liable to Lessee for damage or injury to Lessee or Lessee's property for any cause. Lessee waives all claims against Lessor for damages or injury to person or property arising from any cause or reason. Lessee will indemnify Lessor and hold Lessor harmless from all loss and expense of any kind which Lessor may sustain or which may be asserted against Lessor as the result of injuries to persons or property resulting or alleged to result from any default or negligence of Lessee or of Lessee's agents or employees.

9. Surrender of Premises

At the termination of this lease, Lessee shall deliver the Leased Property to Lessor in as good a condition as at the beginning of the term, normal wear and depreciation from causes beyond the Lessee's control excepted.

10. Default by Lessee

In the event that the rent or other amounts due hereunder is delinquent and unpaid 10 days after the due date of payment ^{AND 10 days after notice by LESSOR.} or if default be made in any of the covenants and agreements to be kept by Lessee, Lessor

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J. H. [unclear]

or Lessor's assigns, may declare, in addition to all other rights and remedies provided in this Lease or at law or in equity, the term of this lease ended and enter into the Leased Property, and the Lessee or any other persons occupying the same shall deliver the Leased Property to Lessor and the Leased Property will be repossessed. Repossession by the Lessor shall not release Lessee from Lessee's obligations to pay the rent or other amounts due under this lease for the full term of the lease.

Lessee shall pay, upon demand, all costs and expenses, including attorneys' fees, incurred by Lessor in enforcing the observance and performance by Lessee of all covenants, conditions and provisions of this lease to be observed and performed by Lessee, or resulting from Lessee's default under this lease.

11. Assignment

Lessee will not assign or sublet the Leased Property or any part thereof without the prior written consent of Lessor.

12. Notice

All communications required or permitted to be given shall be in writing. The mailing of a notice by Certified or Registered Mail, Return Receipt Requested, to Lessor or Lessee addressed as follows will be deemed sufficient service:

If to the Lessor: Nannie Lee Wyatt
c/o J. Frank Wyatt
625 Concord Place
Barrington, Illinois 60010

If to the Lessee: Mr. Dick Wall
Surfside Sod Farm
P. O. Box 356
Pell City, Alabama 35125

13. Oil, Gas and Mineral Rights

This lease is subject to all the provisions of any oil, gas and mineral lease or reserved oil, gas or mineral rights of record and any right of ingress or egress or use of property as may be required by any holder of any oil, gas and mineral lease.

14. Timberland

A. Lessee agrees that the lease is subject to all provisions of any contract to cut and remove the timber from any timberland and any right of ingress or egress on established roadways as may be required by any holder of any contract to cut and remove the timber.

B. Lessee agrees that the Leased Property does not include any timberland whatsoever and the Leased Property is strictly with respect to cultivatable land.

15. Lessee at its sole cost and expense agrees to maintain comprehensive General Public Liability Insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises naming Lessor as an

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additional insured, such insurance to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to injury or death of a single person and to the limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to to any one accident, and specified limits as to each scheduled piece of property with respect to property damage. Lessee will cause Lessee's insurance carrier to issue a Certificate of Insurance to Lessor, naming the Lessor as an additional insured with respect to the insurance coverage.

16. The provisions of this lease will be interpreted and construed in accordance with the provisions of the laws of Alabama and shall inure to the benefit of, and be binding upon, both the parties and their respective personal representative, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first above written.

LESSOR:

Nannie Lee Wyatt

Nannie Lee Wyatt

LESSEE:

Surfside Sod Farm, Incorporated

By: Hubert A. [Signature]
President

State of Alabama
County of St. Clair, Alabama

This lease made this the 15th day of October, 1985 by and between Thomas D. or Irene G. Mayhall, 1204 Overland Drive, Birmingham, Al. 35216, hereinafter called Lessor of one part, and by Surfside Sod Farm and _____ herein called "Lessee" of the other part.

Witnesseth: That the Lessor does hereby demise and let unto the Lessee the following described premises in St. Clair County, Alabama, to-wit: All the below described land which is approximately 27 acres.

10 acres of uniform width off the west side of the NE/4 of the SE/4 of Section 33, Township 17, South, Range 3 East.

Also, commence at the SE corner of the NW/4 of the SE/4 of Section 33, Township 17, Range 3 East: thence north along east line of said quarter-quarter section to the NE corner thereof, and being the corner where said line intersects fence line; thence west along fence line for a distance of approximately 585 feet and to corner of fence, which is approximately 12 feet north of the north line of said quarter-quarter section; thence in a southerly direction following fence line to point where same corners on South line of said quarter-quarter section, thence east along fence line which follows the quarter line for approximately 490 feet to point of beginning, being situated in the NE/4 of SE/4 and the NW/4 of SE/4 of Section 33, Township 17, Range 3 East, also the SW/4 of NE/4 of said section, township and range.

Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as A SOD FARM only, and for no other or different use or purpose, for and during the term of ten years, beginning on the 1st day of November 1985 and ending on the 31st day of October 1995

In consideration whereof, the lessee agrees to pay the Lessor on the first day of each year of said term in advance, as rent for said premises, the sum of \$1,350 per year for the first four years, thereafter as follows: for the 5th year \$1,620; for the 6th year \$1,890; for the 7th year \$2,160, for the 8th year \$2,420, for the 9th year \$2,700 and for the 10th year \$2,920.

Mineral rights have been leased to Cities Service Company and are exempt.

Land is to be seeded at termination of lease.

Fences are to be constructed by the leasee to their needs and are to be in good repair at termination of lease.

Lessee is to provide a new ~~permanent~~ right of way to the Walls, Mayhall, Gallups property, which properties adjoin the leased premises, *during the term of this lease. (Adw)*
The right of way shall be used by the Mayhalls & Gallups only.

The pond and barn is to be used as the lessee needs but should remain in the same condition as received at beginning of lease.

Lessor will have all the timber cut and thereafter lessee shall have use of all acreage which may be cleared by lessee at his expense.

The lessee will pay lessor's a reasonable attorney's fee in the event lessor employs an attorney to collect any rent due hereunder by lessee.

In the event the lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions or covenants hereof, the lessor shall have the privilege at lessor's option of re-entering and taking possession of said premises

In witness where, the lessor and the lessee have respectively executed these present this 15th day of October, 1985.

Witness for Lessor [Signature]

By [Signature] Lessor
By [Signature] Lessor
SURESIDE SOD FARM
By [Signature] Lessee

BOOK 248 PAGE 742

GUARANTY OF LEASE

Guaranty of Lease dated April 25, 1986 between Nannie Lee Wyatt, whose address is Route 1, Box 228, Vincent, Alabama 35178 (hereinafter referred to as "Lessor") and Surfside Sod Farm Incorporated, whose address is P. O. Box 356, Pell City, Alabama 35125 (hereinafter referred to as "Lessee"), covering the lease of certain cultivatable land in St. Clair and Shelby Counties owned by Lessor and described in said lease.

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Guarantor") hereby unconditionally and irrevocably guarantees to the Lessor, its successors and assigns, the full and prompt payment of rent, and any and all other sums and charges payable by the Lessee, its successors and assigns, under the Lease, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Lessee, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Lessor, its successors and assigns, that if default shall at any time be made by the Lessee, its successors and assigns, in the payment of any such rent or any such other sums and charges, or if Lessee should default in the performance and observance of any of said covenants, terms, conditions or agreements, the Guarantor will forthwith pay such rent and other such sums and charges to the Lessor, its successors and assigns, in accordance with the terms

and provisions of the Lease, and will forthwith faithfully and fully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Lessor all damages that may arise in consequence of any default by the Lessee, its successors and assigns, under said Lease, including without limitation, all attorneys' fees and all disbursements incurred by the Lessor or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Lessor's part of any kind or nature whatsoever against the Lessee, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled, all of which the Guarantor hereby expressly waives; and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Lessor against the Lessee, or against any other guarantor of all or any portion of Lessee's obligations under the Lease, or against the Lessee's successors and assigns, any of the rights or remedies reserved to the Lessor pursuant to the provisions of the said Lease or by relief of Lessee from any of Lessee's obligations under the Lease or otherwise (including, but not by way of limitation, the

rejection of said Lease in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification or extension of the Lease or by reason of any amendment, modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Lease, or by reason of any extension of time that may be granted by the Lessor to the Lessee, its successors or assigns, or a changed or different use of the Premises, or by reason of any dealings or transactions or matters or things occurring between the Lessor and the Lessee, its successors or assigns, whether or not notice thereof is given to the Guarantor.

Executed in Reel City, Alabama this 25th day of April, 1986.

Dick Wall
Dick Wall

Address: PO Box 356
Reel City Ala 35125

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1. Deed Tax NO TAX COLLECTED
2. Mtg. Tax 1.00
3. Recording Fee 150.00
4. Indexing Fee 6.00
TOTAL 157.00

I CERTIFY THIS INSTRUMENT VALID

89 JUL 31 PM 1:26

JUDGE OF PROBATE