

1714 COMMERCIAL LEASE

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

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER, 1976

LEASE FORM
150-ZSSCO

STATE OF ALABAMA }
Jefferson County }

This lease made this 1st day of May 1989 by and between

MUTUAL ENTERPRISES, INC., a corporation,

hereinafter called "Lessor" by

~~XXXXXX~~ and by SHOP-A-SNAK FOOD MART, INC., a corporation,

hereinafter called "Lessee":

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

A building measuring 62 feet by 35 feet on Shelby County Road #12, the address being Route 1, Box 98, Montevallo, Alabama 35115.

Lessee shall have the right, license, and privilege, during the term of this lease to have use of the parking area around said building, said use to be joint and common use with other tenants, if any other tenants should later occupy any portion of the building or other adjoining buildings which might in the future be constructed by the lessor. There will be no additional buildings or new tenants added to the property without the prior written consent of the lessee.

Use 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 convenience store, gasoline outlet, and related uses.

Term and for no other or different use of purpose, for and during the term of fifteen (15) years beginning on the 1st day of May, 1989 and ending on the 30th day of April, 2004

Rent 1. In consideration whereof, the Lessee agrees to pay the Lessors ~~XXXXXX~~ at his address.
2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of Eleven Hundred
4. Ninety-Two and No/100 ----- DOLLARS (\$ 1,192.00-----) per month,
5. being at the rate of Fourteen Thousand Three Hundred DOLLARS (\$ 14,304.00-----) per annum.
Four and No/100
6. ~~XX~~
7. ~~XX~~
8. ~~XX~~
9. ~~XX~~
10. ~~XX~~

Quiet Enjoyment 11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in
12. possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or in-
13. ability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee
14. in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suit-
15. able for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with
Condition of Premises 16. respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises
17. and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Roof 18. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will
19. repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor
20. be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the
21. extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective
22. workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths,
23. injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf
24. of, the Lessor, other than willfully wrongful act of Lessor.

Air Conditioning and Signs 25. In the event air conditioning equipment or part of any air conditioning equipment is installed on the roof of any building
26. hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof
27. leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air condition-
28. ing equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Roof and Drains, etc., Debris On 29. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee
30. will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Repairs 31. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any
32. part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless
33. and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee and
34. at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable,
35. wear and tear excepted.

Inspection and Showing 36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about
37. said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right
38. to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers,
39. and the right to display "For Sale" and "For Rent" signs on said premises.

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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
Signs	41.	make or permit to be made any alterations, additions, improvements or changes in the premises, nor will the Lessee paint the out-
	42.	side of the building or permit the same to be painted without the written consent of the Lessor before work is contracted or let.
	43.	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.
	44.	The consent to a particular alteration, addition, improvement or change shall not be deemed a consent to, nor a waiver of, a re-
	45.	striction against alterations, additions, improvements or changes for the future.
	46.	
Alterations and Improve- ments 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
	48.	Lessee will pay the Lessor the cost and expense thereof upon demand. Lessee will replace all keys lost or broken, and will pay all
	49.	bills for utilities and services used on said premises. Lessee will keep all elevators, air conditioning equipment, electric wiring, water
	50.	pipes, water closets, drains, sewer lines and other plumbing on said premises in such good order and repair and will do all repairs,
	51.	modifications and replacements which may be required by the applicable laws or ordinances. Lessor shall not be liable for any
	52.	damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, air con-
Upkeep	53.	ditioning equipment, electric wiring, pipes, water closets, drains, and sewer lines or plumbing, or any of them. Lessee will comply, at
	54.	all times and in all respects with all the applicable laws and ordinances relating to nuisance, insofar as the building and premises
	55.	hereby let, and the streets and highways bounding the same, are concerned, and the Lessee will not by any act, or omission render
Compliance With Law	56.	the Lessor liable for any violation thereof. Lessee will not commit any waste of property, or permit the same to be done, and will
	57.	take good care of said building and said premises at all times.
	58.	The Lessee agrees to pay all sewer rentals or other charges becoming due, levied under the authority of the Act No. 619
	59.	of the Alabama Legislature of 1949, approved September 19, 1949, or any other act, law or regulation. Failure to pay said rental
	60.	shall constitute a default under the terms of this lease.
	61.	Lessee shall during the entire term of this Lease, at Lessee's own expense keep in force by advance payment of premiums,
Public Liability Insurance And Indemnity	62.	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
	63.	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 for
	64.	damage to property in the amount of \$100,000.00, or single limit of \$ 50,000.00 , insuring Lessee, Lessor, and
	65.	Lessor's Agents, Servants, and employees (as an additional assured) against any liability that may accrue against them or either
	66.	of them on account of any occurrences in or about the demised premises during the term or in consequence of Lessee's
	67.	occupancy thereof and resulting in personal injury or death or property damage. Lessee shall on request furnish to Lessor certi-
	68.	ficates of all insurance required under this paragraph.
Defects In Premises	69.	Lessor shall not be liable for any injury or damage caused by, or growing out of, any defect in said building, or its
	70.	equipment, drains, plumbing, wiring, electric equipment or appurtenances, or in said premises, or caused by, or growing out of
	71.	fire, rain, wind, leaks, seepage or other cause.
Snow, Ice, Trash	72.	If the leased premises, or any part thereof, consist of first floor space, adjacent upon the street, or ground adjacent to the
	73.	street, the Lessee will keep the sidewalk, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice,
	74.	debris and obstructions and will hold the Lessor harmless from all damages or claims arising out of the Lessee's failure to so do.
Events of Default	75.	Upon the happening of any one or more of the events as expressed in this paragraph, the Lessor shall have the right, at the
	76.	option of the Lessor, to either annul and terminate this lease upon ^{thirty} days written notice to Lessee and thereupon re-enter and
	77.	take possession of the premises; or the right upon ^{thirty} days written notice to the Lessee to re-enter and re-let said premises, from
	78.	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
	79.	obligation hereunder, except that rents (That is, gross rents less the expense of collecting and handling, and less commission)
	80.	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
	81.	and the balance, if any, credited to the Lessor. Nothing herein, however, shall be construed to require the Lessor to re-enter
	82.	and re-let, nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by ac-
	83.	celeration or otherwise, but on the contrary, the Lessor is hereby given the right to sue therefor at any time after default. The
	84.	events or default referred to herein are: failure of the Lessee to pay any one or more of the installments of rent, or any other
	85.	sum, provided for in this lease as and when the same become due, the occurrence of any of the events or defaults herein
	86.	which shall constitute a default under the terms of this lease, and the Lessor shall have the right to re-enter and re-let said premises
	87.	and the Lessee shall be liable for the cost of such re-entry and re-letting, and the Lessor shall have the right to sue for rents
	88.	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.
	89.	the levy of an execution or other legal process upon the goods, furniture, effects or other
	90.	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 Bank-
	91.	ruptcy, a Petition for an Arraignment or reorganization by or against the Lessee; the appointment of a receiver or trustee, or other
	92.	court officer, for the assets of the Lessee; the execution of an assignment for the benefit of creditors of the Lessee; the vacation
	93.	or abandonment by the Lessee of the leased premises or the use thereof for any purpose other than the purpose for which the
	94.	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
	95.	exercise diligent effort to produce the maximum volume of sales; the assignment by Lessee of this lease or the re-letting or sub-
	96.	letting by the Lessee of the leased premises or any part thereof without the written consent of the Lessor first had and obtained;
	97.	the violation by the Lessee of any other of the terms, conditions or covenants not set out in this paragraph on the part of the
	98.	Lessee herein contained and failure of the Lessee to remedy such violation within ^{thirty} (30) days after written notice thereof is
	99.	given by the Lessor to the Lessee.
Removal of Goods	98.	The Lessee shall not remove any of the goods, wares or merchandise of the Lessee from said premises other than in the
	99.	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.
Accelera- tion of Rent	100.	Upon termination or breach of this lease or re-entry upon said premises for any one or more of the causes set forth above,
	101.	or upon termination of this lease or re-entry of said premises, the rents provided for in this lease for the balance of the original
	102.	rental term, or any renewal term or other extended term, and all other indebtedness to the Lessor owed by the Lessee, shall be
	103.	and become immediately due and payable at the option of the Lessor and without regard to whether or not possession of the
	104.	premises shall have been surrendered to or taken by the Lessor. The Lessee agrees to pay Lessor, or on Lessor's behalf, a reason-
Default— Attorney Fee and Cost	105.	able attorney's fee in the event Lessor employs an attorney to collect any rents due hereunder by Lessee, or to protect the interest
	106.	of Lessor in the event the Lessee is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal
	107.	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
	108.	the Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained. In order to further se-
	109.	cure the prompt payments of said rents, as and when the same mature, and the faithful performance by the Lessee of all and singu-
	110.	lar the terms, conditions and covenants on the part of the Lessee herein contained, and all damages, and costs that the Lessor may
Waiver of Exemptions	111.	sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee hereby waives any and all
	112.	rights to claim personal property as exempt from levy and sale, under the laws of any State or the United States.
Abandon- ment	113.	In the event the Lessee abandons the leased premises before the expiration of the term, whether voluntarily or involuntarily,
	114.	or violates any of the terms, conditions, or covenants hereof, the Lessor shall have the privilege at Lessor's option of re-entering
	115.	and taking possession of said premises and leasing all or any portion of said premises for such term and for such use deemed satis-
	116.	factory to the Lessor, applying each month the net proceeds obtained from said leasing to the credit of the Lessee herein, up to
Re-Letting	117.	the amount due under the terms of this lease and the balance to the Lessor and, said leasing shall not release the Lessee from
	118.	liability hereunder for the rents reserved for the residue of the term hereof, but Lessee shall be responsible each month for the
	119.	difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference
	120.	shall be payable to the Lessor on the first day of each month for the residue of the term hereof.
Re-Entry, etc., No Bar	121.	No re-entry hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, or covenants
	122.	on the part of the Lessee herein contained. The receipt of rent after breach or condition broken, or delay on the part of Lessor to
	123.	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
	124.	to re-enter said premises or to re-let the same, or to accelerate the maturity of the rents hereunder.

Reinstatement	125.	If this lease is terminated by the Lessor for any reason, including non-payment or rent, and the Lessee pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had not been terminated.
Improvements and Additions Property of Lessor	129.	All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said Lessee restores the building and premises to its original condition, normal wear and tear excepted.
Fire & Other Casualty	134.	In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee, within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to terminate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if exercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30) days after the occurrence of such casualty.
	148.	In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed the Lessee.
Transfer or Assignment Conditions	153.	Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the obligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or understanding on the part of the Lessee expressed or implied in this lease.
Lease Assignment Fee Clause	158.	XX XX
Notices and Demands	160.	All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been delivered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail, addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that time authorized by the Lessor to service this lease, and said notices must be in writing.
Agents Commission Agreement	166.	XX 167. XX 168. XX
	169.	XX 170. XX 171. XX 172. XX 173. XX 174. XX 175. XX 176. XX 177. XX 178. XX 179. XX 180. XX 181. XX
	182.	XX 183. XX 184. XX 185. XX 186. XX 187. XX 188. XX 189. XX
	190.	XX 191. XX 192. XX
Agents Repair and Improvement	193.	XX 194. XX 195. XX
Lessee Will Hold Harmless	196.	Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the demised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised premises shall be at the sole risk of Lessee.
Waiver of Subrogation Rights	201.	XX 202. XX 203. XX 204. XX
Holdover	205.	Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred, whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from month to month, or from year to year.
Non-Waiver	208.	The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

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 prorata
222. reduction 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.

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.

[illegible][illegible]

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.

RENEWAL OPTION.

RENEWAL OPTION. At the expiration of the Term demised, if this lease shall be in full force and effect and Lessee shall have complied, in all respects, with the agreements, conditions, covenants and terms of this lease, Lessor will, at the option of Lessee, grant unto Lessee a new lease of the demised premises for a further term of five (5) years from the date of expiration of this lease, at such annual rent as shall be agreed upon by the parties, or as may be settled and determined as hereinafter provided.

If Lessee elects to renew this lease, it shall notify Lessor in writing not less than thirty (30) days prior to the expiration date of this lease or by March 31, 2004, and, in the event that such notice shall not be given, Lessee shall be deemed to have waived and forfeited all right to such renewal.

In the event the parties shall not agree upon the rental for such renewal term within thirty (30) days after the receipt by the Lessor of Lessee's notice of election to renew said lease, such rental for the renewal term shall be determined by a member of the American Institute of Real Estate Appraisers selected by Lessor, which said appraiser shall fix and determine the then reasonable rental value of the demised premises and notify Lessor and Lessee in writing of his determination, which said determination shall be final and binding on the parties hereto and fix the amount of rent for said renewal period. The expense and fees of said appraiser shall be borne equally by Lessor and Lessee.

PURCHASE OPTION. Lessor hereby grants to Lessee the option to purchase the leased premises, specifically including the land (legal description is attached as Exhibit A) and all improvements, at any time after April 30, 1999 by giving Lessor thirty (30) days written notice thereof at any time during the term of this lease or any renewal term. The purchase price shall be the fair market value at the time the purchase option is exercised to be determined by two (2) MIA appraisers, one appointed by and at the expense of Lessor, and one appointed by and at the expense of Lessee. If the two (2) MIA appraisers cannot agree on value, then they shall designate a third MIA appraiser (at the expense of Lessor and Lessee equally) and the decision of any two of the three appraisers shall be final and binding on Lessor and Lessee. Upon the exercise of the purchase option, Lessor shall furnish, at his expense, to

*** CONTINUED ON NEXT PAGE ***

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this the 1st

MUTUAL ENTERPRISES, INC.

By: J. M. M. E. L. L. L. (Lessor)
Its President

SHOP-A-SNAK FOOD MART, INC.

J. Manno Jr

ATTEST:
Mary M. Phillips

By: Edward J. Marcus (L. S.)
Its President Lessee

Lessee

_____(L. S.)
Lessee

Lessee a complete abstract of title, or certificate of title insurance for the benefit of Lessee in the amount of said purchase price showing good merchantable title in Lessor, and upon payment of said purchase price Lessor shall convey to Lessee, or its nominee, all of the leased property, real and personal, free and clear of all liens and encumbrances of whatsoever character, by good and sufficient deed and bill of sale with full covenants of general warranty.

This lease supersedes any other lease that may exist in connection with the premises covered by this lease.

The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of the Lessor and the Lessee and their respective heirs, executors, administrators, successors, and, except as otherwise provided hereof, their assigns.

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EXHIBIT A

From the Southeast corner of the NW 1/4 of NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, run in a Westerly direction along the South line of said 1/4 - 1/4 section for a distance of 583.26 feet, thence turn an angle to the right of 78 degrees 33 minutes and run a Northwesterly direction for a distance of 1,293.11 feet, more or less, to the intersection of the centerline of a 30 foot Plantation Pipe Line easement and the South right of way of Shelby County Highway #12, thence turn an angle to the right of 101 degrees 49 minutes 30 seconds and run in an Easterly direction along the South right of way line of Shelby County Highway #12 for a distance of 551.41 feet, thence turn an angle to the left of 90 degrees and run in a Northerly direction for a distance of 10.00 feet, thence turn an angle to the right of 90 degrees and run in an Easterly direction for a distance of 78.00 feet to the point of beginning, thence continue along last mentioned course for a distance of 152.00 feet, thence turn an angle to the right of 36 degrees 15 minutes and run in a Southeasterly direction for a distance of 100.25 feet, thence turn an angle to the right of 41 degrees 02 minutes and run in a Southeasterly direction along the West right of way line of Alabama Highway #119 for a distance of 135.20 feet, thence turn an angle to the right of 102 degrees 20 minutes and run in a Westerly direction for a distance of 254.76 feet, thence turn an angle to the right of 88 degrees 03 minutes and run in a Northerly direction for a distance of 193.00 feet, more or less to the point of beginning.

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STATE OF ALABAMA
COUNTY OF SHELBY
JUDGE OF PROBATE

89 AUG -1 PM 1:29

JUDGE OF PROBATE

1. Deed Tax	\$ 139.00
2. Mtg. Tax	—
3. Recording Fee	15.00
4. Indexing Fee	3.00
TOTAL	158.00