

TERMINATION OF LEASE

THIS AGREEMENT is made and entered into this 17th day of May, 1999, by and between **Guy J. Smith and Nell T. Smith** (the "Landlord"), having an office at 2406 Tyler Road, Birmingham, Alabama, and **Pelham Car Wash & Lube, Inc.**, an Alabama corporation (the "Tenant"), having an office at.

WITNESSETH:

WHEREAS, Landlord and Tenant, or their respective predecessors or assignors, entered into a lease dated April 20, 1994 (the "Lease") for certain property located at , 2941 Pelham Parkway, Pelham, Shelby County, Alabama which premises (the "Premises") are more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the parties hereto desire to cancel and terminate the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant shall pay Landlord the amount of One Dollar (\$1.00), receipt of which is hereby acknowledged by Landlord.

2. The Lease is hereby cancelled and terminated effective as of May 17, 1999 (the "Cancellation Date"), with the same effect as if the Cancellation Date were the expiration date set forth in the Lease. As of the Cancellation Date, neither Landlord nor Tenant shall have any further rights against the other under the Lease except as expressly set forth in this Agreement.

3. Tenant shall vacate and surrender the Premises as of the Cancellation Date in an "AS IS" condition. Landlord acknowledges that it has fully inspected the Premises and, notwithstanding anything contained in the Lease to the contrary, agrees to accept the surrender of the Premises in "AS IS" condition, except that on or before the Cancellation Date.

4. Landlord hereby forever releases Tenant from any and all claims, demands, obligations, and causes of action which Landlord may have against Tenant arising from or in any way connected with the Lease, or Tenant's use and occupancy of the Premises.

5. The persons signing this Agreement on behalf of Landlord and Tenant represent and warrant that they have the full and complete authority, corporate, partnership or otherwise, to bind Landlord and Tenant to this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant, parties claiming by, through, or under Landlord or Tenant and all of their respective successors and assigns.

7. This Agreement constitutes the entire Agreement between the parties with respect to the matters stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PELHAM CAR WASH & LUBE, INC., an
Alabama corporation

By: Guy J. Smith
Guy J. Smith, President

Attest:

Nell T. Smith
Nell T. Smith, Secretary

Guy J. Smith
GUY J. SMITH, individually

Nell T. Smith
NELL T. SMITH, individually

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State hereby certify that GUY J. SMITH, whose name as President of PELHAM CAR WASH & LUBE, INC., a corporation, is signed to the foregoing contract and who is known to me, acknowledged before me, on this day, that, being informed of the contents of said contract, 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 seal this 17th day of MAY, 19 99.

[Signature]
Notary Public

My commission expires: 5/21/99

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State hereby certify that GUY J. SMITH and NELL T. SMITH, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me, on this day, that, being informed of the contents of said contract, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 17th day of MAY, 19 99.

[Signature]
Notary Public

My commission expires: 5/21/99

EXHIBIT A

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:
Commence at the NE corner of the South 1/2 of the NE 1/4 of the NW 1/4 of Section 13, Township 20 South, Range 3 West; thence North 82 deg. 58 min. 11 sec. West a distance of 1083.08 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 193.87 feet to a point on the Easterly right of way line of U.S. Highway No. 31; thence South 32 deg. 31 min. 16 sec. West along said right of way line a distance of 190.00 feet to a point on the Northerly right of way line of Canyon Park Drive; thence South 57 deg. 28 min. 44 min. East along said right of way line a distance of 175.00 feet; thence North 32 deg. 31 min. 16 sec. East a distance of 273.44 feet to the Point of Beginning; being situated in Shelby County, Alabama.
Said parcel also being described as Lot 11 of the proposed Canyon Park Subdivision.

Inst # 1999-21441

05/21/1999-21441
11:29 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 HHS 14.50