

LEASE

This lease, executed at various times, shall become effective on March 1, 2000, between Maylene Community Center, Inc of 10544 Hwy 17, Maylene, AL 35114 (lessors) and Shelby Emergency Assistance, Inc., an Alabama nonprofit corporation of BX 270, Helena, AL 35080. (lessees).

I

Lessor leases to lessee real property described as follows: The building and approximately five surrounding acres at 10544 Hwy 17, Maylene, AL 35114 more particularly described as:

Surface rights to the following tract of land: Beginning at the NE corner of SW $\frac{1}{4}$ of NW $\frac{1}{4}$, §21S, R3W, run thence S 57°30'W 178.2 feet to an iron stake for a starting point: Thence run S 11°10'E 525 feet, parallel to Shelby County Highway 17 (Montevallo and Helena Public Road) to an iron stake; thence run S 78°50'W 420 feet to an iron stake; thence run N 11°10'W 525 feet to an iron stake; thence run N 78°50'E 420 feet to the point of beginning. Containing \pm 5 acres.

It is agreed and understood that when the above described property ceases to be used for community purposes, it shall revert to the state of Alabama.

All as described in a deed from the State of Alabama and The Officials of the Maylene Community Center and Their Successors in Office, executed 22 December 1969, and recorded April 232, 1970 at deed book 262, pages 81 and 82 of the Shelby County Probate Records. It is the intent of this instrument lease all the land conveyed in that deed, whether or not correctly described above.

II

Lessee shall pay the lessor \$1 per year in rent, in advance. Lessor acknowledges receipt of rent in full through the entire term of this lease.

III

This lease shall terminate on 31 December 2050 and tenants shall promptly vacate and tender possession of the premises to lessors at the end of that day unless a new lease be signed by all parties beforehand.

IV

The sending of any notice to the lessee under this lease shall be deemed complete when the lessor mails the notice, first class postage prepaid, to: MAYLENE COMMUNITY CENTER, INC. 10544 HWY 17, MAYLENE, AL 35114, or to such other address as the lessee may in writing notify the lessor of. The sending of any notice to the lessor under this lease shall be deemed complete when the lessee mails the notice, first class postage prepaid, to: HABITAT FOR HUMANITY, INC., BX 270, HELENA, AL 35080, or to such other address as the lessor may in writing notify the lessee of.

V

Lessee agrees to comply with all lawful rules and regulations in effect over the property.

VI

Lessee has inspected the premises, has taken possession, and declares that they are in suitable condition for its purposes. Lessor covenants not to interfere with lessee's possession of the premises.

VII

Lessee promises to prevent waste on the premises, and to make good any injury done to the premises.

VIII

Lessee shall remodel the premises and shall be responsible for their upkeep, including

the installation and repair of appliances and fixtures. Lessee shall be responsible for the payment of all utility bills.

IX

If lessee abandons the premises, lessor may reenter the premises, take possession, and lease them to another.

X

Upon termination of this lease for any reason, lessee agrees to clean the premises, remove all debris, and return the premises to lessor in the same state as received, or cleaner, reasonable wear excepted.

XI

This lease is integral and reflects completely the agreement of the parties. A breach of any part of this lease is a breach of all of the lease. An unaltered xerographic copy of this lease shall be deemed an original.

Witness:

I, a Notary public for the State of Alabama at Large, hereby certify that JACK E BRANTLEY, CHRISTINE MEREDITH, ALLEN FULTON, HUEY DOCKERY, AND CLARENCE YESSICK, as officials of the Maylene Community Center, Inc, lessor, whose names are signed to the foregoing lease, whether by themselves or by another at their direction, and who are (made) known to me, acknowledged before me on this day that, being informed of the contents of the lease, they executed the same voluntarily.

Given under my hand and official seal this 24 February 2000.

Steven Sears

Notary public

My notarial commission expires
07 March 2002

I, a Notary Public for the State of Alabama at Large, hereby certify that Christine Meredith, whose name as President of SHELBY COUNTY HABITAT FOR HUMANITY, INC., lessee, is signed to the foregoing lease, and who is (made) known to me, acknowledged before me on this day that, being informed of the contents of the lease, and with full power to do so as and for the act of the said corporation, she executed the same voluntarily.

Given under my hand and official seal this 24 February 2000.

Steven Sears

Notary public

My notarial commission expires 07 March 2002

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11:05 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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