

NO RECORDING TAX IS PAYABLE WITH RESPECT TO THIS AGREEMENT. NOTHING HEREIN IS INTENDED TO EVIDENCE OR SECURE ANY INDEBTEDNESS OR CREATE ANY LIEN.

**SUBORDINATION, ATTORNMENT,
AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 31st day of May, 2000, by and between **SUNNY STORES, INC.**, an Alabama corporation ("Tenant"), and **COMPASS BANK**, an Alabama banking corporation ("Lender").

Recitals:

Tenant is the present tenant under that certain Lease dated September 1, 1991, (as the same might have heretofore been amended or might hereafter be amended, extended, supplemented, or restated, the "Lease") between Tenant and Burnie A. Higginbotham, Sr. (the "Landlord"), with respect to the parcel of real property more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property"). The premises demised to Tenant under the Lease, as more particularly described therein, are referred to herein as the "Premises".

Landlord has requested a loan from Lender, to be secured by a first mortgage covering the Property and an assignment of all leases relating thereto, including the Lease (said mortgage and assignment of leases, as the same may hereafter be amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time (the consent of Tenant to which shall not be required), are referred to herein as the "Security Documents"). As a condition to making such loan, Lender has required that Tenant execute this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and as an inducement to Lender to extend financing to Landlord, the parties hereto do mutually covenant and agree as follows:

1. **Subordination.** Tenant agrees that the Lease is and shall be, at the option of Lender upon notice to Tenant, at any time and from time to time, either subject and subordinate, or superior, to the Security Documents and to all present or future advances under the obligations secured thereby, and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Security Documents, to the full extent of all amounts secured by the Security Documents from time to time. Such option of the Lender may be exercised an unlimited number of times. If subordinated, said subordination is to have the same force and effect as if the Security Documents and such renewals, modifications, consolidations, replacements and extensions thereof had been executed, acknowledged, delivered and recorded prior to the Lease, any amendments or modifications thereof and any memorandum or short form

thereof. This Agreement shall constitute notice to Tenant that for the time being, until further written notice to the contrary, Lender elects that the Lease is and shall be subject and subordinate to the Security Documents as aforesaid.

2. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, Tenant shall give prompt written notice to Lender of any default or breach by Landlord under the Lease that are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents. After Lender receives such notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord, provided that if the default or breach does not arise solely from the nonpayment of money and cannot reasonably be cured within the time period set forth above, then Lender will have such additional time as is necessary to cure the default (including such additional time to acquire possession of the Premises, if possession of the Premises is necessary to cure the default) so long as Lender commences the cure thereof within original time period set forth above and diligently and in good faith pursues same to completion. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord. If, in curing any such default, Lender requires access to the Premises to effect such cure, Tenant shall furnish access to the Premises to Lender as required by Lender to effect such cure at all reasonable times; provided that Tenant's occupancy, use and enjoyment of the Premises is not unreasonably disrupted thereby.

3. Non-Disturbance. So long as Tenant is not in default in the payment of rent, additional rent, or other charges or conditions of the Lease, the Lease shall not be terminated and Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use, and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof. Nothing contained herein shall prevent Lender from naming or joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the Security Documents to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

4. Payment of Rents to Lender. Upon Lender's written request and without regard to contrary instructions from Landlord, Tenant agrees that it will make the payments to be made by Tenant under the Lease directly to Lender. Prior to the time that a Successor Landlord succeeds to the interest of Landlord in the Premises as described in Section 5 below, receipt of such payments by Lender shall not relieve Landlord of its obligations under the Lease nor operate to make Lender responsible for the performance thereof, and Tenant shall continue to look solely to Landlord for performance of such obligations.

5. Attornment. If, at any time, Lender or any person or entity or any of their successors or assigns shall acquire the interest of Landlord in and to the Premises through foreclosure, deed-in-lieu of foreclosure, assignment-in-lieu of foreclosure, or any other method (each, a "Successor Landlord"), then so long as the Lease is then in full force and effect, Tenant complies with this Agreement, and no default or event that, with the passage of time or giving of notice, or both, would constitute a default (collectively, a "Default") on the part of Tenant exists

under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms thereof. Tenant shall thereupon be bound to Successor Landlord, and Successor Landlord shall be bound to Tenant, under all the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if Successor Landlord was the original landlord under the Lease. Tenant does hereby attorn to Successor Landlord as its landlord, said attornment to be effective and self-operative without the execution of any additional documents by the parties hereto immediately upon Successor Landlord's succeeding to the interest of Landlord under the Lease.

6. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Security Documents, Successor Landlord shall not be liable for or bound by any of the following matters prior to its succeeding to the interest of Landlord under the Lease:

(a) Except for any default or breach of which Lender has been notified pursuant to Section 2 hereof but has failed to cure, any default or breach in Landlord's obligations under the Lease occurring prior to the time Successor Landlord succeeds to the interest of Landlord in the Premises;

(b) Any payment of rent (including fixed rent, percentage rent, or additional rent) that Tenant might have made to Landlord more than thirty (30) days before the date such rent was first due and payable under the Lease with respect to any period after the time Successor Landlord succeeds to the interest of Landlord in the Premises;

(c) Any deposit or security which was delivered to Landlord but which was not subsequently delivered to Successor Landlord;

(d) Any modification or amendment to the Lease, or any waiver of any terms of the Lease, made without Lender's prior written consent;

(e) Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant;

(f) Any warranty or indemnity of any nature whatsoever made by Landlord, including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession; or

(g) Any obligation of Landlord under the Lease to make, pay for, or reimburse Tenant for any construction, alterations, demolition, or other improvements or work at the Property, including the Premises (other than day-to-day maintenance and repairs).

7. Estoppel. Tenant hereby states, declares, represents, and warrants to Lender as follows:

(a) The Lease, a complete and accurate copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, will be in full force and effect as of the date on which Landlord take title to the Property and has not been amended or modified in any respect except as indicated in such **Exhibit B**. As of the date on which Landlord takes title to the Property, there are no other promises, agreements, understandings, or commitments between Landlord and Tenant relating to the Premises, except as set forth in the Lease. Tenant has not given Landlord any notice of termination under the Lease.

(b) The initial term of the Lease commenced on the September 1, 1991, and expires August 31, 2006. This Lease may, at Tenant's option, be extended for two (2) renewal term(s) of five (5) year(s) each.

(c) A security deposit in the amount of \$0.00 has been given by Tenant under the terms of, or with respect to, the Lease.

(d) No uncured default, event of default, or breach by Landlord or Tenant exists under the Lease, and no facts or circumstances exist that, with the passage of time will or could constitute a default, event of default, or breach by Tenant or, to the best of Tenant's knowledge, Landlord, under the Lease. Tenant has made no claim against Landlord alleging Landlord's default under the Lease.

(e) Except as otherwise expressly provided in the Lease, all sums payable by Tenant thereunder shall be paid without notice, demand, set off, counterclaim, recoupment, abatement, reduction, or defense. Tenant is obligated to pay the rent to Landlord at the rate set forth in the Lease. Tenant is current with respect to, and is paying, the full rent and other charges stipulated in the Lease (including, without limitation, any pass throughs or additional rent, whether or not so identified in the Lease), with no offsets, deductions, defenses, or claims. Tenant has not prepaid any rent or other amounts to Landlord other than rent and other charges due and payable in the calendar month of this Agreement.

(f) There are no rental, lease, or similar commissions payable with respect to the Lease, due to the actions of Tenant, except as may be expressly set forth therein.

(g) No hazardous substances are being (or have been or will be during the term of the Lease) generated, used, handled, stored or disposed of by Tenant on the Premises or on any other portion of the Property in violation of any applicable laws, rules, or regulations or the terms of the Lease.

(h) Tenant has no outstanding options (including expansion options), rights of first refusal, or rights of first offer to purchase the Premises, or any part thereof, or property of which the Premises are a part, or any part thereof other than an option to renew the term for the additional five (5) year period in accordance with the terms of the Lease.

(i) No voluntary actions or, to Tenant's best knowledge, involuntary actions, are pending against Tenant under the bankruptcy laws of the United States or any state

thereof.

(j) Tenant is the owner and holder of all right, title, and interest in the leasehold estate created by the Lease, and has no knowledge of any prior assignment of Landlord's interest in the Lease.

(k) Tenant hereby consents to the assignment of the Lease to Lender as additional security for the Loan, and Tenant shall not for any reason whatsoever seek to recover from Lender any moneys paid to Lender by virtue of the Security Documents. Tenant shall deliver to Lender duplicate original copies of all notices, undertakings, demands, statements, offers, documents, and other instruments or communications which it is or may be required or permitted to give, make, serve, or deliver pursuant to the Lease. Tenant acknowledges that no delivery of such notice, demand, statement, offer or other communication shall be of any force and effect unless a duplicate copy is delivered to Lender (or its designee).

(l) By executing and delivering this Agreement, Tenant hereby confirms that any notice requirements to be given by Lender to Tenant under the Lease for the purpose of granting rights to mortgagees under the Lease are fully satisfied.

(m) The interest of Landlord in the Lease has been assigned to Lender for the purposes specified in the Security Documents only, and Tenant acknowledges that Lender assumes no obligation, duty, or liability under the Lease.

Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written confirmation that the representations contained in this Section remain correct and complete (or specifying any matter to the contrary).

8. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in the Lease, upon any attornment pursuant to this Agreement the Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Property from time to time, Successor Landlord's interest in the Lease, and the proceeds from any sale or other disposition of the Property by Successor Landlord (collectively, the "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's Interest for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. Tenant shall not collect or attempt to collect any such obligations out of any other assets of Successor Landlord.

9. Notices. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (i) receipt or (ii) the date of delivery, refusal, or non-delivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a reputable overnight courier service providing for a receipt, addressed to Tenant or Lender, as the case may

be, at the following addresses:

If to Tenant:

Sunny Stores, Inc.

Attn: Burnie A. Higginbotham, Jr.

If to Lender:

Compass Bank
15 South 20th Street
Birmingham, Alabama 35233
Attn: Brian Ethridge

10. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns. If Lender assigns the Security Documents, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

11. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Security Documents and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

12. Interaction with Lease with Security Documents. If this Agreement conflicts with the Lease, then this Agreement shall govern as between Tenant and Lender, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of non-disturbance agreements by the holder of, the Security Documents. Lender confirms that Lender has consented to Landlord's entering into the Lease.

13. Interpretation; Governing Law. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

14. Amendments. This Agreement may be amended, discharged, or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

15. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or have caused this Agreement to be duly executed, as of the day and year first above written.

**SUNNY STORES, INC., an
Alabama corporation**

By: Burnie A. Higginbotham Sr.
Name: Burnie A. Higginbotham Sr.
Title: V. PRES

[Affix corporate seal]

Date of execution: May 31 - 00

**COMPASS BANK
an Alabama banking corporation**

By: Brian Ethridge
Name: Brian Ethridge
Title: V.P.

Date of execution: May 31, 00

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Burnie A. Higginbotham, Sr., whose name as Vice-Pres. of Sunny Stores, Inc., an Alabama corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, (s)he, as such officer, executed the same voluntarily and with full authority for and as the act of said corporation.

Given under my hand and official seal this the 31 day of May, 2000.

Adam J. Ligon
Notary Public

My Commission Expires: 2/28/04

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that Brian E. Hodge, whose name as Vice Pres. of Compass Bank, an Alabama banking corporation, is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, (s)he, as such Officer, executed the same voluntarily and with full authority for and as the act of said ~~national banking association~~ corporation.

Given under my hand and official seal this the 31 day of May, 2000.

Adam J. Ligon
Notary Public

My Commission Expires: 2/28/04

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive, or diminish any of Landlord's obligations under the Security Documents or the Lease. The foregoing Agreement discharges the obligations of Lender under the Security Documents and related loan documents, if any, to enter into a non-disturbance agreement with Tenant. Landlord is not a party to the foregoing Agreement.

LANDLORD:


BURNIE A. HIGGINBOTHAM, SR.

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Burnie A. Higginbotham, Sr., whose name is signed to the foregoing Subordination, Attornment and Non-Disturbance Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination, Attornment and Non-Disturbance Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this 31 day of May, 2000.

[NOTARIAL SEAL]


Notary Public

My Commission Expires: 2/28/04

EXHIBIT A

Property Description

A parcel of land situated in the Southeast $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 31; thence in an Easterly direction, along and with the South line of Section 31, 1826.71 feet to a point; thence with a deflection of $122^{\circ}59'55''$ left (a right interior angle of $57^{\circ}00'05''$) a distance of 399.97 feet to a point on the Northerly right of way margin of Oak Mountain Park Road; thence continue last described course a distance of 846.69 feet to the point of beginning; thence continue along last course 349.11 feet to a point; thence with a deflection of $91^{\circ}18'39''$ right, 160.0 feet to a point; thence with a deflection of $90^{\circ}00'00''$ right 349.02 feet to a point; thence with a deflection of $90^{\circ}00'00''$ right 152.01 feet to the point of beginning, forming a closing interior angle of $91^{\circ}18'39''$.

EXHIBIT B

Copy of Lease

[See attached pages]

2501

SPECIAL PURPOSE LEASE

This lease, made and entered into this 1st day of September 1991, by and between Burnie Higginbotham hereinafter referred to as "Lessor" and Sunny Stores, Inc.

WITNESSETH:

1. PROPERTY LEASE AND TERM:

Lessor hereby leases to Lessee for the special purpose and limited uses described herein that portion outlined in red on the plat attached hereto and marked Exhibit "A" of the following described property in Shelby County, Alabama.

(ATTACHED PLOT PLAN)

BOOK 377 PAGE 483
together with such additional area of said property as shall be necessary for installation, maintenance, repair and operation of the underground gasoline storage tanks, said property being situated at Hwy 119 & I-65 for a primary term beginning on the 1st day of September 1991, and terminating on the 31st day of August, 2006. Lessor further agrees that upon expiration of the primary terms of this lease, Lessee shall have the option to renew this lease for an additional 5 year period. Upon the expiration of said five year term, Lessee shall have the option to renew this lease for a second 5 year period.

2. SPECIAL USE:

Lessee shall have the exclusive right during the term of this lease to use the leased property for the purpose of selling gasoline and the installation, operation, and maintenance of equipment and facilities in connection therewith and shall use the leased property for no other purpose.

3. IMPROVEMENTS:

Lessee agrees to install gasoline dispensing equipment upon the leased property. Such equipment shall be installed in accordance with bills of material plans and specifications prepared by or on behalf of Lessee, copies of which shall be furnished to Lessor. Lessee agrees to commence said installation within ninety (90) days after all legal requirements of all Federal, State, City, County and any other governing bodies have been satisfied and all necessary licenses and permits have been issued.

4. RENTAL:

✓ Higgins
Lessee shall pay Lessor as a rental a sum of \$3,000.00 per month, said sum payable in advance. Upon failure of Lessee to pay rentals or any part thereof when due, Lessor may, after

thirty (30) days notice in writing to Lessee, if said rentals are not then paid, declare this lease at an end and void, and may re-enter and take possession of said property, and may recover rent due in any appropriate action at law or may recover the possession of said property, and damages for the detention thereof, by any appropriate remedy at law or in equity, provided, however, that the foregoing right of termination by Lessor because of non-payment of rentals shall not be effective where the non-payment arises out of the application of rentals to an indebtedness allegedly owed by Lessor to Lessee until said rent remains unpaid for a period of thirty (30) days after final determination, by agreement or litigation, that the application of the rental was improper.

5. LESSEE'S EQUIPMENT:

All pumps, tanks, machinery, apparatus, and equipment furnished by Lessee to the leased property shall be and remain the property of Lessee and shall be considered personal property. Lessee shall have the right, at its option, at any time before the expiration or termination of this lease and for a reasonable time thereafter, to remove same at its expense. If the leased property, or any of Lessor's property thereon has been pledged as security by Lessor for any debt owed by Lessor, Lessor agrees to obtain any subordination agreement, exclusion statement, or other instrument required by Lessee to protect its interest in the equipment installed on the leased property by Lessee.

6. TAXES:

Lessor shall pay all taxes and assessments, general and special upon the leased property and Lessee shall pay all taxes and assessments upon machinery, apparatus, equipment and inventory owned by Lessee and located on said property.. Upon Lessee's written request, Lessor will furnish Lessee annually, official tax receipts or true copies thereof showing payment before delinquency of all taxes and assessments levied on the leased property.

7. WARRANTY:

Except as hereafter provided, Lessor hereby fully warrants the title to the leased property and will defend the same against all claims of all persons, and agrees that Lessee shall have the right at any time to redeem for Lessor by payment, any mortgage debt, taxes or other liens thereon in the event of default by Lessor and be subrogated to the rights of the holder thereof and may deduct any such payments from subsequent rentals, commissions, or other sums due Lessor from Lessee, in addition to all other rights and remedies afforded by law. If the property leased by Lessor hereunder is not owned by Lessor in fee simple, but instead is leased or held under some other agreement, then this lease shall be subject to and limited by the terms and conditions in such lease or agreement.

8. USE OF PREMISES:

If the use of said property for the sale of gasoline, oil or oil products said property shall be prohibited or enjoined by lawful authority, or if all or any part of said property is taken in condemnation, or if other circumstances beyond Lessee's control render the property unsuitable for the purpose of the Lessee, Lessee may, at its option, by giving to Lessor thirty (30) days notice of its intention so to do, terminate this lease upon payment of all rentals due up to the expiration of said thirty(30) day period.

Lessee shall negotiate settlement with the condemning authority for that portion of the installation and equipment owned by Lessee which is taken in condemnation, and where the lease continues in effect, Lessee shall relocate its equipment and improvements on the leased property and otherwise restore that portion of the premises to a condition equal to its prior condition and satisfactory for the purpose of selling gasoline.

9. PERMITS AND LICENSES:

Lessor shall fully cooperate in procuring in the name of the Lessor or Lessee or Lessee's nominee, all permits, authorizations, and licenses required or, in Lessee's opinion, deemed reasonably necessary or desirable for the conduct on said premises of the business of selling gasoline.

10. NUISANCE:

Lessee covenants and agrees that it will not permit any nuisance to be created, maintained, or carried on upon said property..

11. INSURANCE:

All increases in liability, fire, or hazard premiums of Lessor caused by the use of the leased property for the dispensing of gasoline and oil shall be paid by Lessor. Lessee will insure and keep continuously insured to their full insurable value, all apparatus and equipment owned by lessee.

12. RIGHT TO ASSIGN OR SUBLET:

Lessee shall have the right to assign this lease or to sublet the premises hereby leased, in whole or in part, at any time during the term of this lease or any extension or renewal thereof. The subletting of said premises shall not release Lessee from its obligation to pay rentals as hereinabove provided.

13. PROHIBITION OF OPERATION:

The parties agree that if the operation of remote controlled gasoline dispensing equipment shall, by any governmental regulation or authority, be prohibited or if necessary permits for such operations be refused, this lease shall be void and of no force or effect, and the parties hereto shall be discharged from any and all obligations or liabilities hereunder. Lessee shall, within ten (10) days of receipt of such notice of prohibition or refusal, notify Lessor thereof in writing, and Lessee shall thereafter remove all of its equipment previously installed on said premises within ninety (90) days of receipt by Lessor of said written notice from Lessee. Lessee may, at its sole option, elect to contest such prohibition or refusal, in which event said notice shall be given by Lessee within ten (10) days of the date upon which said prohibition or refusal is made final or the date upon which any right of appeal or rehearing expires.

14. NOTICES:

All notices, payments, and demands shall be made by mail addressed to the appropriate party at the following respective addresses:

Lessor: Buane Higginbotham Sr
2945 Mt Olive Rd
Mt Olive AL 35040

LESSEE: Sunny Starks Inc
P.O. Box 100
CCLEGG, AL 35040

or at such other address as one party shall give to the other by registered mail..

BOOK 377 PAGE 485

15. ENTIRETY OF AGREEMENT:

This instrument incorporates all of the obligations of the parties hereunder and there are no oral agreements or understandings between the parties concerning the property covered by this lease agreement.

16. SUCCESSORS AND ASSIGNS:

The covenants and provisions hereto shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns. No change in ownership of the leased property or any assignment of rentals shall be binding upon Lessee until after Lessee has been furnished with an acceptable written transfer or assignment or a true copy thereof.

IN WITNESS WHEREOF, this lease is executed in duplicate originals as of the date first above written.

WITNESSES:

Amos M. Davis

Paula Higgins (Lessor)
Burns Transportation Co. (Lessor)

Sun. States Inc. Lessee

ATTEST:

James L. Davis

[Signature]

A parcel of land situated in the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of said Section 31; thence in an Easterly direction, along and with the South line of Section 31, 1826.71 feet to a point; thence with a deflection of 122 degrees 59' 55" left (a right interior angle of 57 degrees 00' 05") a distance of 399.97 feet to a point on the Northerly right of way margin of Oak Mountain Park Road; thence continue last described course a distance of 846.69 feet to the point of beginning; thence continue along last course 349.11 feet to a point; thence with a deflection of 91 degrees 18' 39" right, 160.0 feet to a point; thence with a deflection of 90 degrees 00' 00" right 349.02 feet to a point; thence with a deflection of 90 degrees 00' 00" right, 152.01 feet to the point of beginning, forming a closing interior angle of 91 degrees 18' 39". Situated in Shelby County, Alabama.

Together with full rights of ingress and egress in, on, over, through and across the most Northerly 25 foot strip of land parallel to the right of way line of Alabama Highway 119 bounded by the North property line of the property described above and by the Southerly right of way of Alabama Highway 119, as described in Real Record 154, Page 727, in the Probate Office.

SUBJECT TO:

1. Limitation of access and abutters rights as conveyed to State of Alabama in Deed Book 302, Page 370, and Deed Book 302, Page 13, in Probate Office.
2. Transmission line permit to Alabama Power Company recorded in Deed Book 145, Page 378, in Probate Office.
3. Right of way to Shelby County as recorded in Deed Book 135, Page 2, in Probate Office.
4. Title to minerals underlying caption lands with mining rights and privileges belonging thereto, as excepted in Real Record 154, Page 727, in Probate Office.
5. Rights of other parties in and to the use of the easement described in Real Record 154, page 727, in Probate Office.
6. Mortgage from William Louis Doss, an unmarried man, and Mallory Maurice Nuby, an unmarried man, to Union State Bank, dated October 11, 1989, and recorded in Real Record 264, page 400, in Probate Office.

1. Deed Tax	25.00
2. Mtg. Tax	0.00
3. Recording Fee	3.00
4. Notary Fee	0.00
5. Other Fee	0.00
6. Certified Fee	1.00
Total	34.00

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

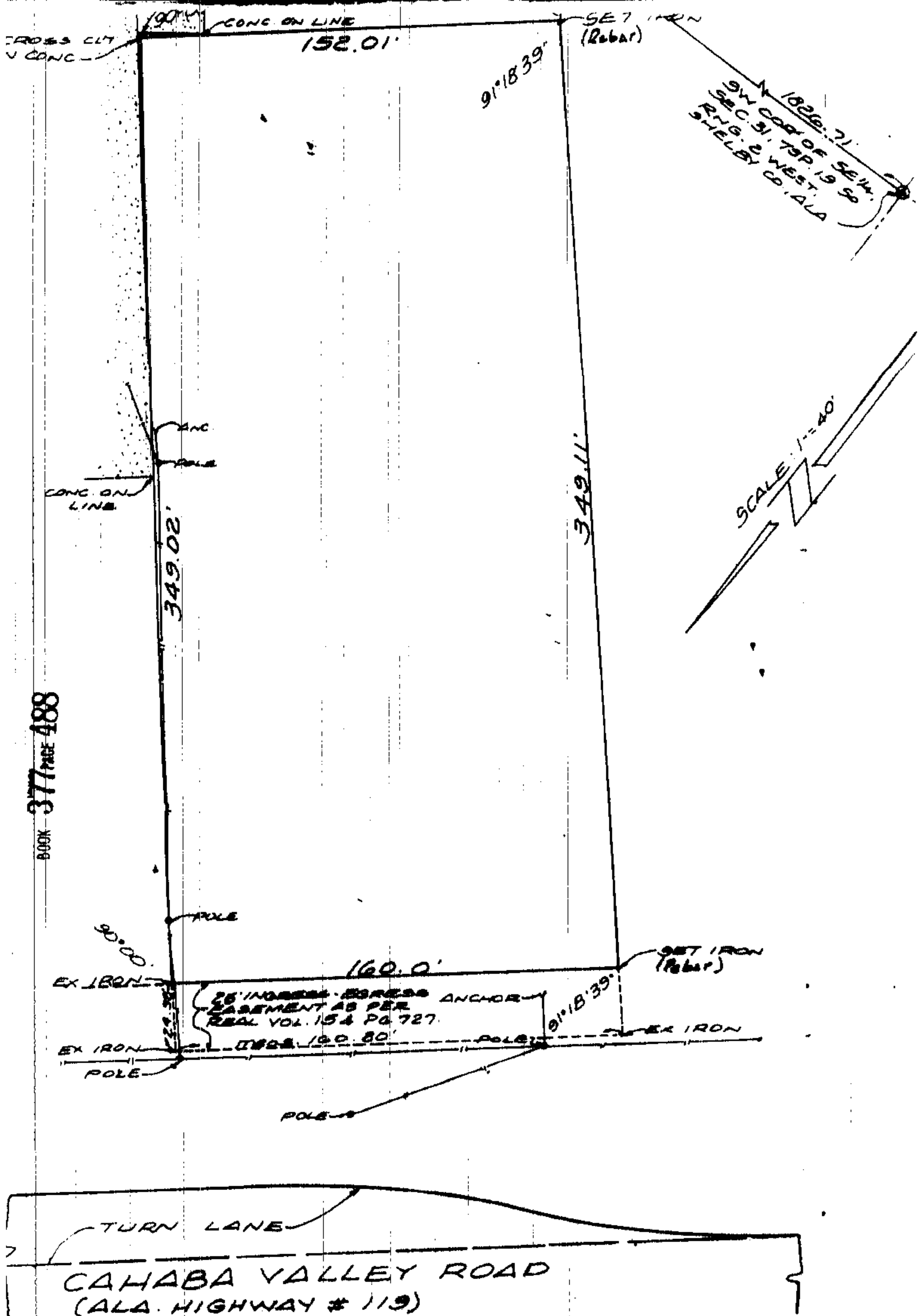
90 AUG 22 PM 2: 31

[Signature]
JUDGE OF PROBATE

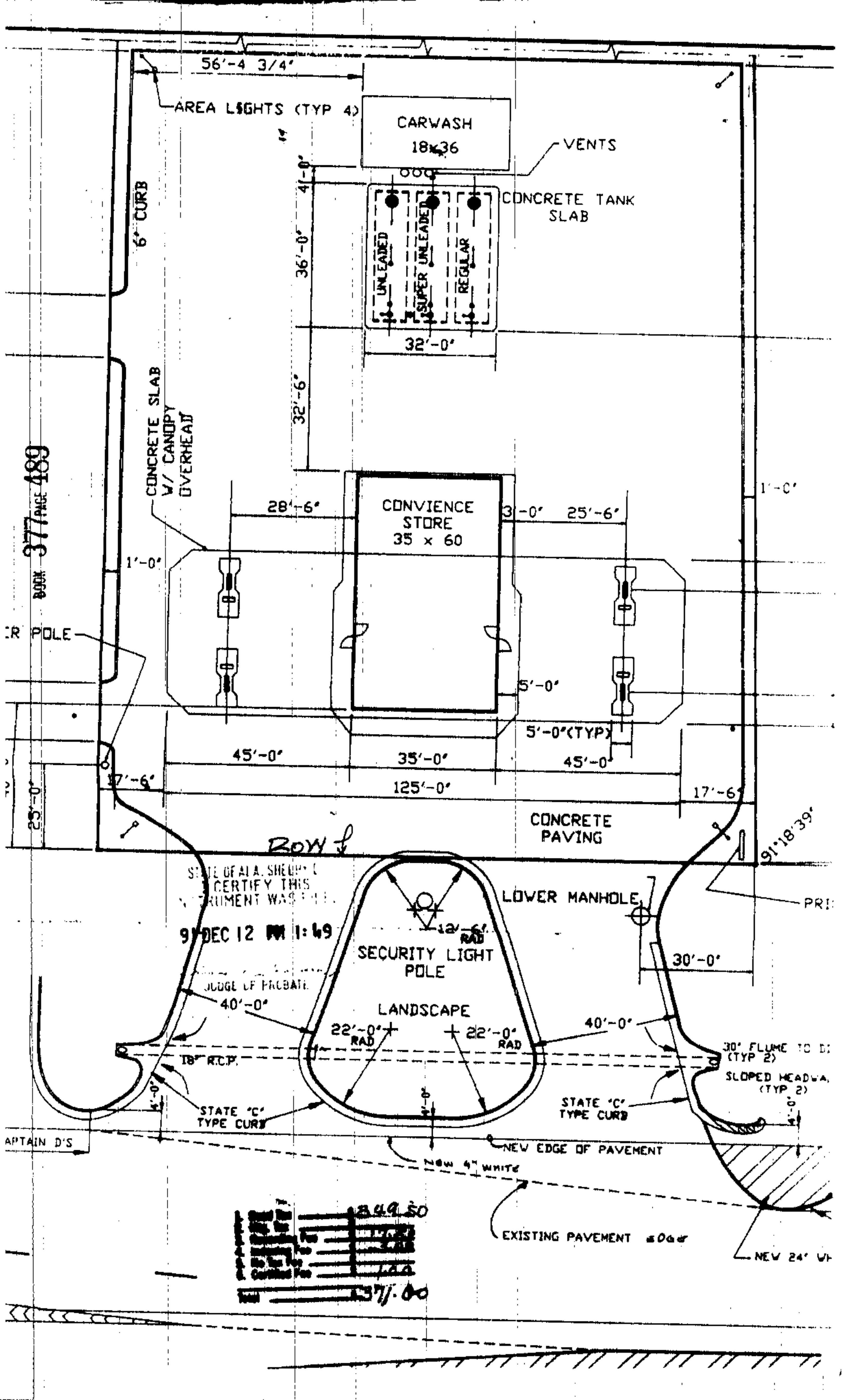
EXHIBIT A

BOOK 306 PAGE 602

BOOK 377 PAGE 487



I, the "Surveyor" hereby certifies that: (a) the Surveyor is a Registered Public Surveyor
 in the State of Alabama; (b) this plat of survey and the property description set forth
 hereon are true and correct and were prepared from an actual on the ground survey of the real property
 described; (c) the survey was conducted by the Surveyor or under his supervision;



SCHEDULE 7(f)

Inst # 2000-19847

13

**06/14/2000-19847
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE**