

20040723000410240 Pg 1/12 74.00  
Shelby Cnty Judge of Probate, AL  
07/23/2004 11:14:00 FILED/CERTIFIED

This Agreement for Lease of Real Estate ("Lease") is made and entered into on this the 25<sup>th</sup> day of March 2004, by and between Westervelt Realty, Inc. ("Lessor") and Enviro Systems, L.L.C. ("Lessee").



licensed in the State of Alabama. Said appraiser shall be mutually agreed upon by both Lessor and Lessee. In the event the parties are unable to agree upon an appraiser, then the presiding judge in the circuit court of Tuscaloosa County shall select the appraiser and his/her decision shall be final. To exercise this option, Enviro Systems must purchase all of the Premises then under lease.

c. The conveyance shall be closed during the thirty (30) days prior to the expiration of this Lease. Westervelt shall pay for the cost of the preparation of the deed, and Enviro Systems shall be responsible for all other costs and expenses incurred in connection with the closing.

d. At the closing, Westervelt shall convey good marketable and insurable title to the property by a statutory warranty deed subject to only to current and future ad valorem property taxes, general utility and rights-of-way easements serving the property, any matter that would be disclosed by a survey or physical inspection of the property, any condition created by Enviro Systems operations on the property during the Lease term, all standard insurance exceptions, and all planning, zoning, health or governmental regulations affecting the property.

e. Time is of the essence in the performance of this Option.

4. Use of the Premises. During the term of this Lease, and any extension thereof, Lessee shall have the right to use the Premises only for the construction, operation and maintenance of a sewage collection, treatment and disposal facility. Such use shall include, but not be limited to, construction, operation and maintenance of pipelines, settling ponds, detention ponds, roads, berms, ditches, offices, storage facilities, equipment shelters, utilities and other necessary facilities reasonably required for the collection, treatment and disposal of sewage. Lessee represents that it intends to design and construct a sewage collection, treatment and disposal facility capable of a maximum capacity of up to five million (5,000,000) gallons per day. It is understood that Lessee currently holds an Alabama Department of Environmental Management Permit (Permit Number AL0073351) for the purpose of discharging treated sewage into Yellow Leaf Creek. Prior to entering into this Lease, Lessee must have submitted for Lessor's approval a Master Plan identifying the location, layout and design of the sewage collection, treatment and disposal facility to be constructed on the Premises ("Master Plan"). Lessee agrees that all construction operation and maintenance activities conducted on the Premises shall be in material conformance with said Master Plan. Lessee further agrees that, at its expense, it will comply with all applicable statutes, ordinances, rules, regulations, orders and permits regulating its use of the Premises, and in particular, it will comply with all such applicable statutes, ordinances, rules, regulations, orders and permits regulating the construction, operation and maintenance of a sewage collection, treatment and disposal facility.

5. Initial Consideration and Rental Payments. Upon the execution of this Lease, Lessee agrees to pay as the Initial Consideration, the amount set forth in the Option Agreement referred to herein. In addition to the Initial Consideration, Lessee agrees to pay Annual Rent. The Annual Rent due under this Lease, or any extended term hereof, shall be Five Dollars (\$5.00) per acre due and payable in advance on each anniversary of the Commencement Date ("Annual Rent"). The Annual Rent shall be increased every year, beginning with the rental due on the second anniversary in accordance with the following formula:

The Annual Rent multiplied by the CPI for the second month preceding the then current anniversary of the Commencement Date divided by the CPI for the second month preceding the actual Commencement Date of this Lease. For purposes of this calculation, CPI shall mean the national's Consumers Price Index, U.S. City Average, published by the United States Department of Labor, Bureau of Statistics. In the event that the United States Department of Labor or any other agency should, during the effective term of this Lease, or any extension



thereof, revise or change the method of basic data used in calculating the Index in such a way as to affect the direct comparability of such revised or changed Index with the Index as now computed, then there shall be obtained from such bureau or agency, if available, a conversion factor to adjust to the new Index. In the event no Index is available in the present form or in the revised form, then the rent for any subsequent period herein shall be agreed upon by the parties, and if no agreement can be reached, then either party may demand that such rent be fixed by arbitration in Tuscaloosa, Alabama, or such other place as is agreed to by the parties, all in accordance with the rules of the American Arbitration Association. Any award rendered therein shall be final and binding on each and all of the parties hereto. In no event shall the Annual Rent due under this Lease or any extended term hereof ever be less than the Five Dollars (\$5.00) per acre due upon the first anniversary of this Lease.

A. Additional Rent. Lessee shall promptly pay to Lessor, as Additional Rent, as, when and if they become due, the amount of all ad valorem or other real estate taxes and assessments against the Premises, including all such taxes or assessments resulting from any increase in value attributable to or resulting from Lessee's operations, and all levies and impositions of any nature relating to or imposed upon the Premises, or Lessee's interest therein, or Lessee's rights under this Lease ("Additional Rent"). Lessee shall contract for and pay direct all utilities used by Lessee in connection with its use of the Premises. It is the intention of the parties that Lessor shall incur no such costs resulting from its ownership of the Premises during the term of this Lease.

B. 10% Rental Payment. In addition to the Annual Rent and Additional Rent as set forth above, Lessee shall also pay to Lessor ten percent (10%) of the gross receipts received or payable to Lessee from the sale of Tap Fees to Lessee's customers (the "10% Rental Payment"). Said 10% Rental Payment shall be due and payable to Lessor, as a one-time payment, not more than thirty (30) days following the date that Lessee contracts and receives payment for, in the aggregate, two hundred sixty thousand (260,000) gallons per day of sewer flow. Lessor and Lessee agree that should Lessee acquire, purchase an interest in or construct, in Shelby County, a sewer collection, treatment and disposal facility, other than the one contemplated by this Lease, and within a six-mile radius of the sewer facility contemplated herein, then the two hundred sixty thousand (260,000) gallon milestone referenced above shall be determined by the aggregate sewer flows of all such sewer facilities acquired, purchased or constructed by Lessee in Shelby County, Alabama. Tap Fees, as the term is used herein, shall mean the usual and customary fees charged to customers in order to connect their sewer flows to Lessee's sewer system ("Tap Fees"). It is understood that the current usual and customary Tap Fees in the Shelby County area are approximately \$15.35 per gallon. Provided, however, in the event Lessee negotiates the sale of Tap Fees for some consideration other than the usual and customary monetary consideration, then Lessor shall be entitled to receive 10% of said other consideration.

C. 20% Rental Payment. At such time as Lessee has contracted for and received two hundred sixty thousand (260,000) gallons of sewer flow per day, then the 10% Rental Payment will increase to twenty percent (20%) of the gross receipts received or payable to Lessee from the sale of Tap Fees on the remaining sewer flow capacity (the "20% Rental Payment"). Said total sewer flow capacity is anticipated to be five million (5,000,000) gallons per day. This 20% Rental Payment shall be paid on an annual basis, in arrears, from the sale of Tap Fees by Lessee to its customers during each year of the term of this Lease. Said 20% Rental Payment shall be due and payable upon each anniversary of the Commencement Date of the Lease after reaching the two hundred sixty thousand (260,000) gallon milestone. Provided, however, in the event Lessee negotiates the sale of Tap Fees for some consideration other than the usual and customary



monetary consideration, then Lessor shall be entitled to receive 20% of said other consideration.

D. 5% Rental Payment. In addition to the 10% Rental Payment and 20% Rental Payment set forth above, Lessee agrees that, at such time as it achieves a sewer flow through rate of five hundred thousand (500,000) gallons per day, then Lessee will pay to Lessor an additional rental payment equal to five percent (5%) of the gross monthly sewer fees invoiced by Lessee to its customers (the "5% Rental Payment"). Said 5% Rental Payment shall be paid on all gross monthly sewer fees (including the fees charged on the initial five hundred thousand (500,000) gallons of sewer flows) invoiced by Lessee during the remaining term of the Lease. However, prior to calculating the 5% Rental Payment, Lessee may deduct from said gross monthly sewer fees the applicable Utility Tax, or other similar tax levied by a state or federal authority, where said tax is required to be collected by Lessee from its customers, and then remitted to the state or federal taxing authority. This 5% Rental Payment shall be due and payable to Lessor on a monthly basis for the remaining term of the Lease, and not more than sixty (60) days following the date said monthly fees are invoiced by Lessee.

6. Reservation of Sewer Capacity by Lessor. In addition to the Rental Payments set forth herein, Lessor also reserves during the entire term of this Lease, and any extension thereof, the right to introduce, on an as-needed basis, six hundred thousand (600,000) gallons of sewer flows into Lessee's sewer collection, treatment and disposal facility. It is agreed that upon exercising its right to introduce sewer flows into Lessee's sewer collection, treatment and disposal facility, Lessor shall pay Lessee a reasonable Tap Fee based on the average Tap Fees received by Lessee for the introduction or hook-up of similar services during the twenty-four (24) months preceding such introduction or hook-up by Lessor. In addition, Lessor shall also agree to pay the usual and customary monthly sewer fees at the then prevailing rate for all similar sewer flows being collected, treated and disposed at the facility contemplated herein.

7. Warranties. Lessor covenants and warrants to Lessee that it is the sole and lawful owner of the Premises, that the same are free and clear of all mortgages, covenants, easements, liens and encumbrances placed on said Premises by Lessor, except for all such liens and encumbrances that are recorded in the Office of the Probate Judge in Shelby County, Alabama or would be discoverable by a survey or inspection of the Premises.

8. Reservation of Minerals. Lessor reserves all minerals located below the surface of the Premises, and the exclusive right to explore, drill, mine or produce such minerals, provided that as an express condition to such reservation, Lessor, its successors and assigns, waives all right to use the surface of the Premises for the purpose of drilling for, producing, extracting and taking substances or minerals owned by it.

9. Condemnation. In the event the Premises or a part thereof sufficient to unreasonably interfere with the business for which the Premises are used, shall be condemned, appropriated, or otherwise taken by the right of eminent domain, Lessee shall have the right to cancel this Lease on 180 days prior written notice to Lessor. Nothing herein shall prejudice Lessee's nor Lessor's right to recover their respective damages from the condemning authority resulting from the exercise of such right of eminent domain.

In the event Lessee does not elect to cancel this Lease, as a result of any condemnation or similar action, then Lessee shall be entitled to a proportionate reduction of the Annual Rent based on the total acreage of the property taken by such condemnation. It is understood and agreed that Lessee shall not be entitled to a proportionate reduction of any other amounts or the initial consideration paid or required to be paid under this Lease.

10. Insurance. During the term of this Lease, and any extensions thereof, Lessee shall maintain in full force and effect, at least the following minimum levels of insurance:



(a) Lessee shall obtain a commercial general liability policy including contractual liability insuring Lessee as the named insured and Lessor as an additional insured against any claims of liability of every kind and nature, for bodily injury (including death) of any person and for damage to the Premises or damage to the property of any other person or legal entity arising out of Lessee's performance, use or operation under this Lease. The minimum amount of commercial general liability insurance to be maintained shall be One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage per occurrence, with an annual aggregate of Two Million Dollars (\$2,000,000). Said policy shall contain a provision under which the insurer waives any right of subrogation as against Lessor or Lessor's agents or employees, and also provides contractual liability covering all contractual agreements contained herein, including but not limited to the hold harmless, defense and indemnification agreements of Lessee. All insurance required under this section shall be the obligation of Lessee and shall be at the sole cost and expense of Lessee.

(b) Commercial umbrella insurance in the amount of Ten Million Dollars (\$10,000,000) with Lessor named as an additional insured, together with the same rights set forth in section (a) above.

(c) Workers compensation and employers liability insurance in the statutory amount required by the Workers Compensation Law of the state in which Lessee is obligated to provide workers compensation benefits to Lessee's employees, and employers liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000).

(d) Pollution Liability Environmental Insurance in an amount of Five Million Dollars (\$5,000,000). Said Pollution Liability Environmental Insurance shall include, but not be limited to, coverage for bodily injury, including death, sickness, disease, or mental anguish sustained by any person, and property damage, including the loss of use thereof, cleanup costs and defense costs. Said Pollution Liability Environmental Insurance shall also provide coverage for injuries, damages or other losses in any way related to sudden and non-sudden pollution conditions, and shall name Lessor as an additional insured.

The furnishing of such insurance shall not in any way reduce or otherwise limit Lessee's duties and obligations with respect to any hold harmless agreements as provided for in this Lease. Lessee shall cause a Certificate of Insurance to be delivered to Lessor. Such Certificate shall describe the coverage obtained, any exclusions from such coverage, the parties insured thereunder and shall provide at least thirty (30) days prior notice to Lessor in the event of cancellation. In the event such insurance is cancelled by the insurance company issuing such Certificate, Lessee shall, within the thirty (30) days prior to the cancellation of such insurance, obtain replacement coverage or coverages replacing such insurance in the required amounts. In the event such insurance is not replaced within the thirty (30) day period, then Lessor shall have the right to terminate this Lease.

11. Indemnity. Lessee agrees to indemnify, defend and hold harmless Lessor, its present and future employees and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses (including reasonable attorney's fees) which Lessor, its present and future employees and agents may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property, public or private, contamination of or adverse effects on the environment or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency caused by or arising out of any acts, omissions or operations of Lessee, its employees, or any other person or persons engaged by (including independent contractors) or under the control, supervision or direction of Lessee.



Lessee's indemnification provided herein shall not be extinguished by the termination of this Lease, but shall continue for so long as any claimed or potential liability shall legally exist.

12. Environmental Obligations. Lessee will not and Lessee will not permit any agent, independent contractor or other third party to use, produce, process, generate, store, dispose or release on the Premises any Hazardous Materials (as hereinafter defined), except for Hazardous Materials used, produced, processed, generated, stored, disposed or release in the ordinary course of business and in compliance with all applicable local, state or federal laws, rules, regulations, permits or orders. Hazardous Materials as used herein shall include without limitation, (a) hazardous waste as defined in the Resource Conservation and Recovery Act ("RCRA"), or in any similar state or local law or regulation, (b) hazardous substances as defined in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or in any similar state or local law or regulation, (c) gasoline, methane or any other petroleum product or by-product, (d) toxic substances as defined in the Toxic Substances Control Act ("TSCA") or in any similar state or local law, or (e) insecticides, fungicides or rodenticides, as defined in the Federal Insecticide, Fungicide or Rodenticide Act ("FIFRA"), or in any similar state or local law or regulation, as each such act, law or regulation may be amended from time to time ("Hazardous Materials").

Notwithstanding the foregoing, Lessee shall not deposit on the Premises any hazardous waste or nuclear waste as defined in RCRA or other applicable statutes, nor shall any petroleum, or petroleum products be stored in any underground storage tank(s) on the Premises, nor shall any wastewater treatment sludge be disposed on the Premises. All wastewater treatment sludge generated by the Lessee's operation or otherwise accumulated by Lessee shall be disposed off the Premises in an approved location in accordance with all applicable laws and regulations.

Lessee further agrees that it shall furnish to Lessor prompt written notice, and in any event, within thirty (30) days of Lessee's knowledge of any violation of the environmental obligations set forth above, any violation of local, state or federal law, regulation or permit related to a release of Hazardous Materials on the Premises, or any notice of violation or other communication from any environmental authority alleging non-compliance with applicable local, state or federal laws, regulations or permits. For purposes of this paragraph, Lessee's knowledge shall mean knowledge by any officer, plant or division manager, or any other management employee with responsibility for environmental matters.

Lessee specifically agrees to indemnify, defend and hold Lessor harmless from and against any and all liabilities, penalties, fines, claims, causes of action, costs and expenses (including reasonable attorney's fees) which Lessor may suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property, contamination of or adverse effects on the environment or any violation or alleged violation of statutes, ordinances, orders, rules, regulations or permits of any regulatory entity or agency caused by or arising out of Lessee's breach or failure to comply with the environmental obligations set forth hereinabove, or otherwise arising out of any acts, omissions or operations of Lessee. Lessee's indemnification provided hereby shall not be extinguished by the termination of this Lease but shall continue for so long as any claimed or potential liability shall legally exist.

13. Default. A. The term "Default" wherever used in this Lease shall mean any one or more of the following events:

- (1) Failure of Lessee to pay as and when due the Annual Rent or Additional Rent



payable to Lessor, which failure continues for ten (10) days after written notice thereof to Lessee by Lessor.

(2) Failure of Lessee to pay as and when due and payable any Rental Payments, or other payment required by the terms of this Lease, which failure continues for ten (10) days after written notice thereof by Lessor to Lessee. Provided, however, notice of such failure to pay the monthly five percent (5%) Rental Payment shall not be provided by Lessor more than twice in any one period of twelve consecutive months, the third such failure in such twelve-month period shall constitute a Default hereunder without notice or right to cure.

(3) Failure of Lessee to continue actively operating the sewage collection, treatment and disposal facility contemplated herein for a period in excess of one (1) year.

(4) Failure of Lessee to duly observe or perform any other term, condition, covenant, or obligation of this Lease, which failure continues for thirty (30) days after written notice thereof by Lessor; provided, however, that if the nature of Lessee's failure is such that more than thirty (30) days is reasonably required to cure the same, then Lessee shall not be deemed to be in Default provided Lessee commences to cure such Default as promptly as reasonably possible within such thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(5) The filing by Lessee of a voluntary petition in bankruptcy or Lessee's adjudication as a bankrupt or insolvent; or the filing by Lessee of any petition or answer seeking any reorganization, arrangement, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors; or the appointment of any trustee, receiver or liquidator of all or any material part of Lessee's assets.

(6) The entry by a court of competent jurisdiction of an order, judgement or decree approving a petition filed against Lessee seeking any reorganization, arrangement, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgement or decree remains unvacated and unstayed for a total of sixty (60) days, in the aggregate, from the date of entry.

If a Default shall have occurred and be continuing, Lessor may, at its election, declare this Lease cancelled. In addition, Lessor shall receive the rental amount due from the date of Default until the expiration of the current term plus any other sums due under this Lease, including without limitation, any costs to Lessor to cure any non-monetary Default and a reasonable attorney's fees incurred in obtaining same. Lessor further reserves all other remedies at law or in equity which might be available.

B. Should Lessor be in Default with respect to any of the terms, conditions, covenants or obligations of this Lease, Lessee shall notify Lessor, said notice stating specifically the Default, and Lessor shall have thirty (30) days after the receipt of said notice to perform any terms, conditions, covenants or obligations with respect to which it is in Default. Provided, however, if the nature of Lessor's Default is such that more than thirty (30) days is reasonably required to cure the same, then Lessor shall not be deemed to be in Default provided Lessor commences to cure such Default as promptly as reasonably possible within such thirty (30) day period and thereafter diligently prosecutes such cure to completion. Upon failure of Lessor to reasonably cure or correct such Default, Lessee may, at its election, declare this Lease cancelled. Lessee further reserves all other remedies at law or in equity which might be available.

C. In the event that Lessor or Lessee waives a Default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or Default on the part of either party.



14. Removal of Buildings, Equipment and Other Improvements. The parties hereto understand and agree that title to all buildings, equipment, fixtures, and other improvements installed, constructed or located by Lessee upon the Premises shall remain in Lessee and same shall at all times remain personal property regardless of the nature of fixation to the Premises. Upon the cancellation or termination of this Lease, Lessee shall have the right to remove all such buildings, equipment, fixtures and other improvements that Lessee has installed, constructed or located upon the Premises, and Lessee shall be obligated to restore the surface of the property to as near as is reasonably possible to its original condition at the time of execution of this Lease, including the removal of all debris, foundations, and other material placed on or under the property, provided further that Lessee is not in material Default and beyond any cure period. All such removal and restoration shall be completed in a workmanlike manner within 180 days and Lessee shall pay Annual Rent and any Additional Rent on a prorated basis to the number of days actually utilized for restoration of the Premises following the termination or cancellation of the Lease. Title to any buildings, equipment or other improvements not so removed by Lessee, or in the event Lessee shall be in material Default beyond any cure period as specified above at the termination or cancellation of this Lease, shall vest in Lessor, unless Lessor shall advise Lessee to remove same in which event such buildings, equipment and other improvements shall be promptly removed at Lessee's cost and expense, or if such is not removed, then Lessor may, at Lessor's option, remove the same in a workmanlike manner and Lessee shall pay Lessor the reasonable and necessary costs incurred therein.

15. Inspection Rights. Lessee shall keep and maintain or cause to be kept and maintained at its cost and expense, and in accordance with industry standard accounting principles, proper and accurate books, records and accounts reflecting the operations conducted on the Premises. Lessor, by its agents, accountants and attorneys shall have the right, upon reasonable notice, from time to time during regular business hours to examine and copy only such books, records and accounts at the office of Lessee or such other person or entity maintaining such books, records and accounts, as is necessary to confirm the proper calculation and payment of the Annual Rent, Additional Rent, 10% Royalty, 20% Royalty and 5% Royalty payments.

In addition to the other inspection rights of Lessor, Lessee shall and does hereby grant and convey to Lessor, its agents, representatives, contractors and employees, an easement and license to enter on the Premises, upon reasonable notice, from time to time during regular business hours, for the purpose of making such audits, tests, inspections and examinations, including, without limitation, inspection of all improvements, subsurface exploration and testing, groundwater testing and environmental testing as Lessor, in its sole discretion deems necessary, convenient or proper to determine whether the use and operation of the Premises are in compliance with the terms and conditions set forth in this Lease. All costs and expenses incurred by Lessor with respect to any audits, tests, inspections, environmental inspections, or environmental inspections, which Lessor may conduct pursuant hereto, shall be at Lessor's sole cost and expense.

16. Care of Premises. Lessee will keep all buildings, parking areas, roads, walkways, and other improvements on the Premises in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of damage or other hazard to the Premises or any part thereof.

17. Assignment and Subletting. Lessee shall not assign or sublet this Lease without first obtaining Lessor's prior written consent, which consent shall not be unreasonably withheld. The parties recognize that the financial standing and ability of any assignee to properly perform under



the terms and conditions of this Lease will be taken into account in determining whether to consent to such assignment or subletting.

18. Option to Lease Additional Lands. Lessor and Lessee have entered into an Option Agreement dated the 1<sup>st</sup> day of February 2002 ("Option Agreement"). Pursuant to the terms of said Option Agreement, Lessor has granted to Lessee for a term of ten (10) years, the option of leasing certain property pursuant to the terms of this Lease, said Property being described in the Option Agreement. Should Lessee exercise its option to lease additional property as provided in the Option Agreement, then the property so optioned shall be added by amendment to the description of Premises, and shall be subject to all of the terms, conditions, covenants and obligations of this Lease, including the payment of Annual Rent and Additional Rent. It is understood that Lessee may exercise this option as a series of options during the ten-(10) year option term, however, Lessee must exercise this option in accordance with the terms of the Option Agreement, and in accordance with the approved "Master Plan," as defined in said Option Agreement.

19. Notices. All notices or other communications to be given hereunder shall be in writing and shall be deemed given when delivered personally, or when deposited in the United States mail, first class, postage prepaid, addressed as follows:

If to Lessor: Westervelt Realty, Inc.  
1400 Jack Warner Parkway, NE  
P. O. Box 48999  
Tuscaloosa, Alabama 35404-8999  
Attention: Land Manager

If to Lessee: Enviro Systems, L.L.C.  
550 Greensboro Avenue  
Suite 507  
Tuscaloosa, Alabama 35401  
Attention: Ernest E. Hale, III

If either party changes its address, it must give the other party written notice of the change of address. If the United States Postal Service is unable to deliver a notice because of a change of address that one party has failed to give the other, then the notice will be deemed to have been received by the party who failed to provide the notice of change of address.

20. Miscellaneous.

A. Successors and Assigns. Wherever the words "Westervelt Realty, Inc." or "Lessor," or "Enviro Systems, L.L.C." or "Lessee" appear in this Lease, they shall include the parties and their respective heirs, devisees, executors, administrators, sublessees, successors and assigns.

B. No Joint Venture. The relationship with the parties hereunder is that of Lessor and Lessee and nothing contained herein shall be construed to make the parties hereto partners or joint venturers, nor shall either party hereto be entitled to bind the other in any manner by its actions, except as otherwise expressly provided herein.

C. Construction of Lease. Both Lessor and Lessee acknowledge they have read, understood and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, covenants and obligations, and the effect of all of the terms, conditions, covenants and obligations of this Lease. Both Lessor and Lessee agree to the enforcement of any and all of these provisions and execute this Lease with full knowledge of these provisions. Should any provisions of this Lease require judicial interpretation, it is agreed that the court interpreting or construing the provision shall not apply a presumption that the terms hereof shall



be strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.

D. Entire Agreement. This Lease expresses the entire agreement and supersedes any prior understandings or agreements between the parties hereto. The parties further represent that there are no oral agreements between them which contradict or otherwise vary the terms of this Lease.

E. Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Also, captions or headings in this Lease are made for convenience and general reference only and shall not be construed to limit or enlarge the scope or intent of the provisions of this Lease.

F. Severability. If any provision of this Lease or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable, the remainder of this Lease and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

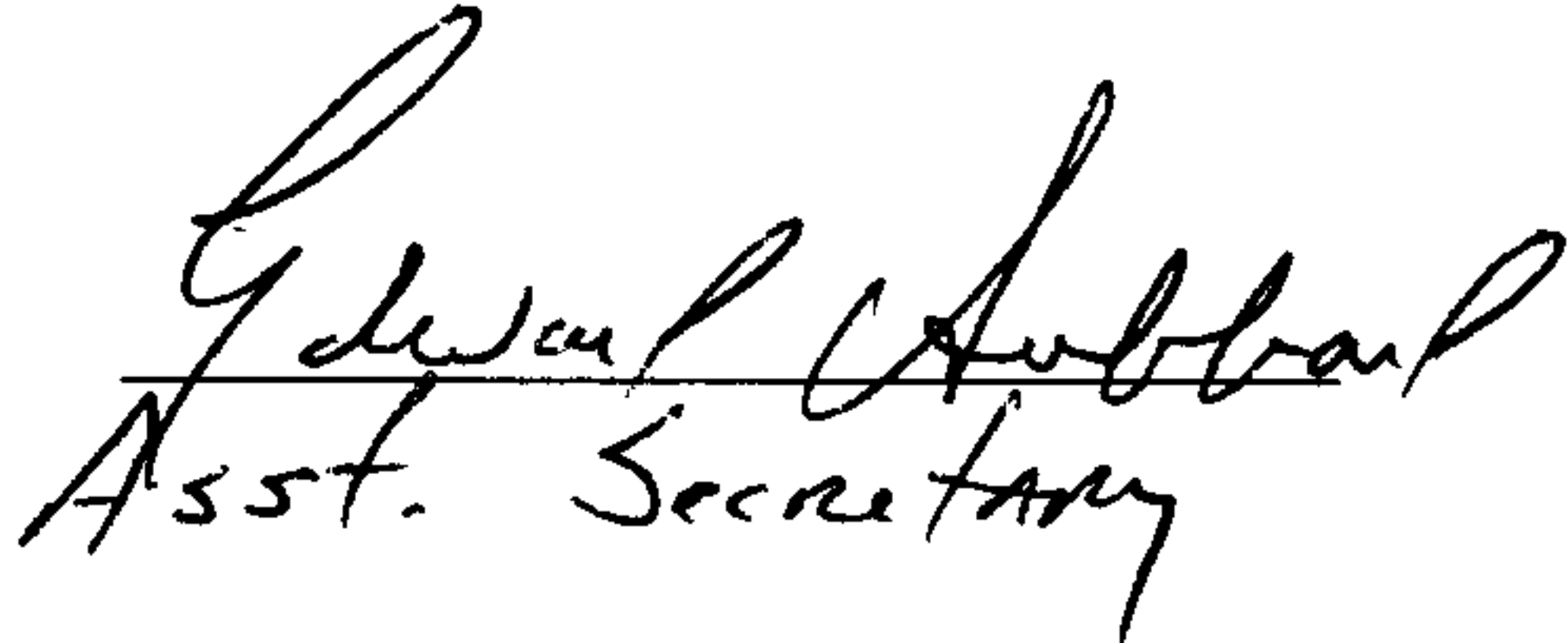
G. Governing Law. This Lease shall be interpreted, construed and enforced according to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hand and seal on the day and year first above written.

ATTEST:

  
Notary Public

ATTEST:

  
Asst. Secretary

LESSEE:

ENVIRO SYSTEMS, L.L.C.

BY:

AS ITS:

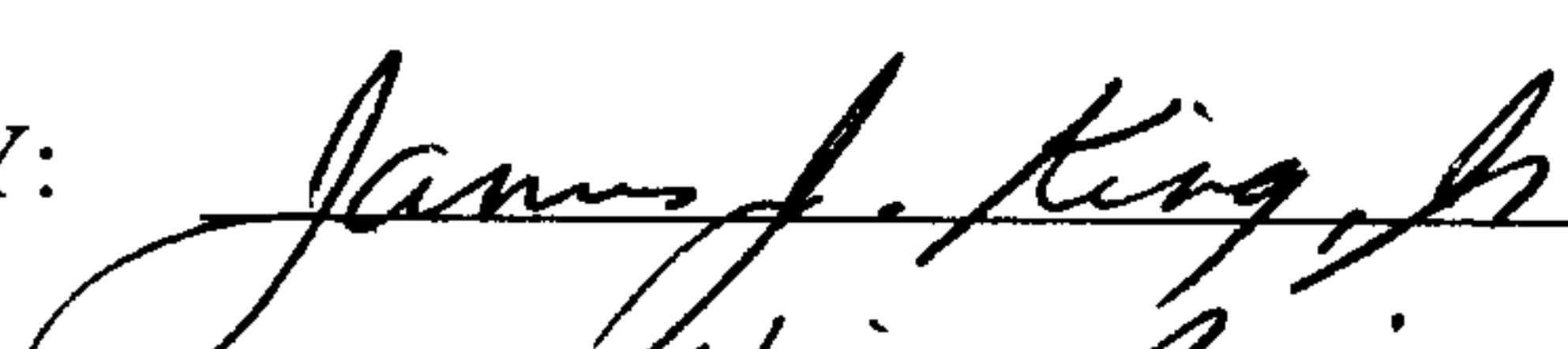
  
CO-MANAGER

LESSOR:

WESTERVELT REALTY, INC.

BY:

AS ITS:

  
Vice President



STATE OF ALABAMA     )  
  )  
TUSCALOOSA COUNTY    )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Stanley L. Graves, whose name as CO-manager of **ENVIRO SYSTEMS, L.L.C.**, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 26<sup>th</sup> day of March, 2004.

Candace K. Jago  
NOTARY PUBLIC  
My Commission Expires: 9/12/07

STATE OF ALABAMA     )  
  )  
TUSCALOOSA COUNTY    )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that James J. King, Jr, whose name as Vice-President of **WESTERVELT REALTY, INC.**, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 25<sup>th</sup> day of March, 2004.

Rhonda P. Lancaster  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 4, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



**EXHIBIT "A-1"**

20040723000410240 Pg 12/12 74.00  
Shelby Cnty Judge of Probate, AL  
07/23/2004 11:14:00 FILED/CERTIFIED

A parcel of land situated in Section 36, Township 19 South and Section 1 Township 20 South, all in Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of Section 1, Township 20 South, Range 1 East; thence S 72°10'57" W 2195.41 feet to the point of beginning; thence S 16°37'50" E 1108.23 feet to a point; thence S 72°45'04" W 1507.91 feet to a point; thence N 16°14'00" W 1112.23 feet to a point; thence N 17°07'51" W 1047.00 feet to a point; thence N 72°52'09" E 901.00 feet to a point; thence S 17°07'51" E 1047.02 feet to a point; thence N 72°56'37" E 599.15 feet to the point of beginning, containing 60.0 acres, more or less.