

This instrument prepared by:
Charles A. J. Beavers, Jr.
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203-2104

STATE OF ALABAMA)

SHELBY COUNTY)



20070323000132340 1/6 \$31.00
Shelby Cnty Judge of Probate, AL
03/23/2007 12:43:34PM FILED/CERT

**DECLARATION OF EASEMENT
FOR MAINTENANCE AND LETTING OF BILLBOARD**

THIS DECLARATION OF EASEMENT FOR MAINTENANCE AND LETTING OF BILLBOARD (this "Easement") is made as of the 21st day of March, 2007, by **THE PANTRY, INC.**, a Delaware corporation ("Pantry") in favor of **SILVERSTAR MANAGEMENT CORPORATION**, an Alabama corporation ("Silverstar").

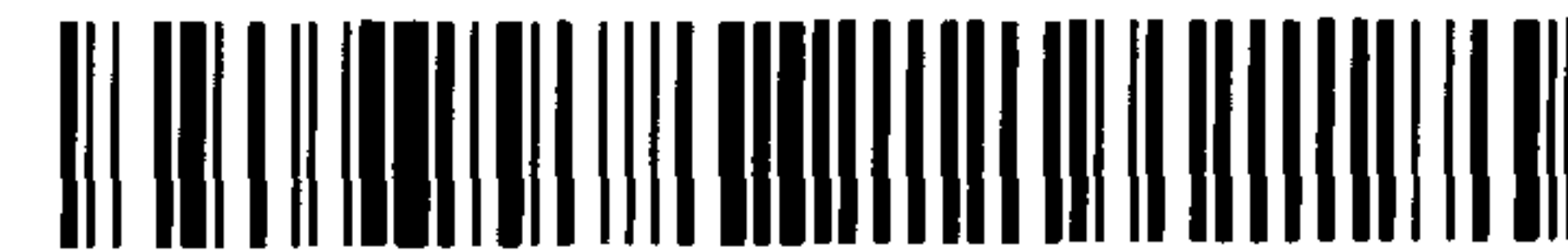
WITNESSETH:

Silverstar has on this date conveyed to Pantry that certain real property (the "Property") situated in Shelby County, Alabama, and more particularly described on *Exhibit A* attached hereto. Silverstar previously entered into a billboard lease (the "Billboard Lease") with ADvantage Outdoor Advertising, LLC, a Florida company, dated April 15, 2005, for the use of a billboard (the "Billboard") which is presently constructed on a portion of the Property. Silverstar has retained its rights under the Billboard Lease and any renewals thereof and the right to relet the Billboard upon the termination of the Billboard Lease. Pantry and Silverstar have agreed to enter into this Easement for the maintenance and letting by Silverstar and its successors and assigns of the Billboard in its present exact location and configuration.

NOW, THEREFORE, in consideration of the foregoing recitals, Ten Dollars, and other good and valuable considerations, Pantry and Silverstar do hereby agree as follows:

1. Easement. Pantry hereby grants, declares, and establishes an easement (the "Billboard Easement") in favor of Silverstar for the maintenance and letting by Silverstar and its successors and assigns of the Billboard in the exact location and configuration of the Billboard as of the date of this Easement. The current location of the Billboard is shown on that certain survey prepared by Jon P. Strength dated October 10, 2006, a portion of which is attached hereto as *Exhibit B*.

2. Maintenance. Silverstar shall, at its expense, maintain the Billboard in a good and safe condition, in compliance with all applicable laws and regulations. The Billboard shall be maintained as presently constructed, and any replacement or repair of the Billboard shall be in conformity with the present construction and maintenance of the Billboard including but not limited to the materials, size, dimensions, and location thereof. Neither the Property nor any improvements constructed thereon shall be damaged or altered by Silverstar or its contractors and agents in connection with the maintenance or letting of the Billboard.



3. Restrictions. Silverstar shall not have the right to expand the Billboard space or change the location, size, or configuration of the Billboard or to in any manner manage or operate the Billboard in a manner which could be disruptive to the business conducted on the Property. The activities of Silverstar in the operation of the Billboard shall be limited to the space presently occupied by the Billboard. The Billboard shall not be used in any manner to advertise a convenience store or gas station. These restrictions shall be included in any future leases of the Billboard located within the Billboard Easement.

4. Indemnity. Silverstar agrees to defend, indemnify, and hold Pantry and its successors and assigns harmless from and against, and to reimburse such parties with respect to, any and all claims, demands, losses, damages, liabilities, causes of action, judgments, penalties, costs, and expenses (including reasonable attorneys' fees and expenses and court costs and costs of investigation and remediation) imposed on, asserted against, or incurred by Pantry or its successors and assigns at any time and from time to time by reason of, or in connection with, the operation, maintenance, or letting of the Billboard, or arising out of the breach of any agreement of Silverstar as set forth herein.

5. Binding Effect. The provisions of this Easement shall be binding upon and inure to the benefit of Silverstar and Pantry and their respective successors and assigns, including the subsequent owners and occupants of the Property.

6. Termination. In the event and at such time that Silverstar ceases the operation or reletting of the Billboard, this Easement shall terminate and, upon request by Pantry or its successors and assigns, Silverstar or its successors and assigns shall remove the Billboard from the Property and execute and deliver to Pantry an acknowledgment of the termination of this Easement.

7. Counterparts. This document may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Original signature pages may be removed from any counterpart and attached to an identical counterpart for the purpose of assembling fully executed originals of this document. Signatures by facsimile shall be acceptable and binding upon the parties.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED by the undersigned effective the same date first herein above written.

~~THE PANTRY, INC.~~

By [Signature]
Name Steven J. Ferreira
Its SVP, Administration

STATE OF North Carolina)

COUNTY OF Lee)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Steven J. Ferreira, whose name as SVP Administration of The Pantry, Inc., a Delaware 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 said 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 21 day of March, 2007.

[Signature]
Notary Public

My commission expires: 10-19-10

[NOTARIAL SEAL]





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**SILVERSTAR MANAGEMENT
CORPORATION**

By *G.B. Rice*
Name *G.B. Rice*
Its *President*

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that *G. Barton Rice*, whose name as *President* of Silverstar Management Corporation, an Alabama 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 said 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 *21st* day of March, 2007.


[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MY COMMISSION EXPIRES FEBRUARY 14, 2011

EXHIBIT A


20070323000132340 5/6 \$31.00
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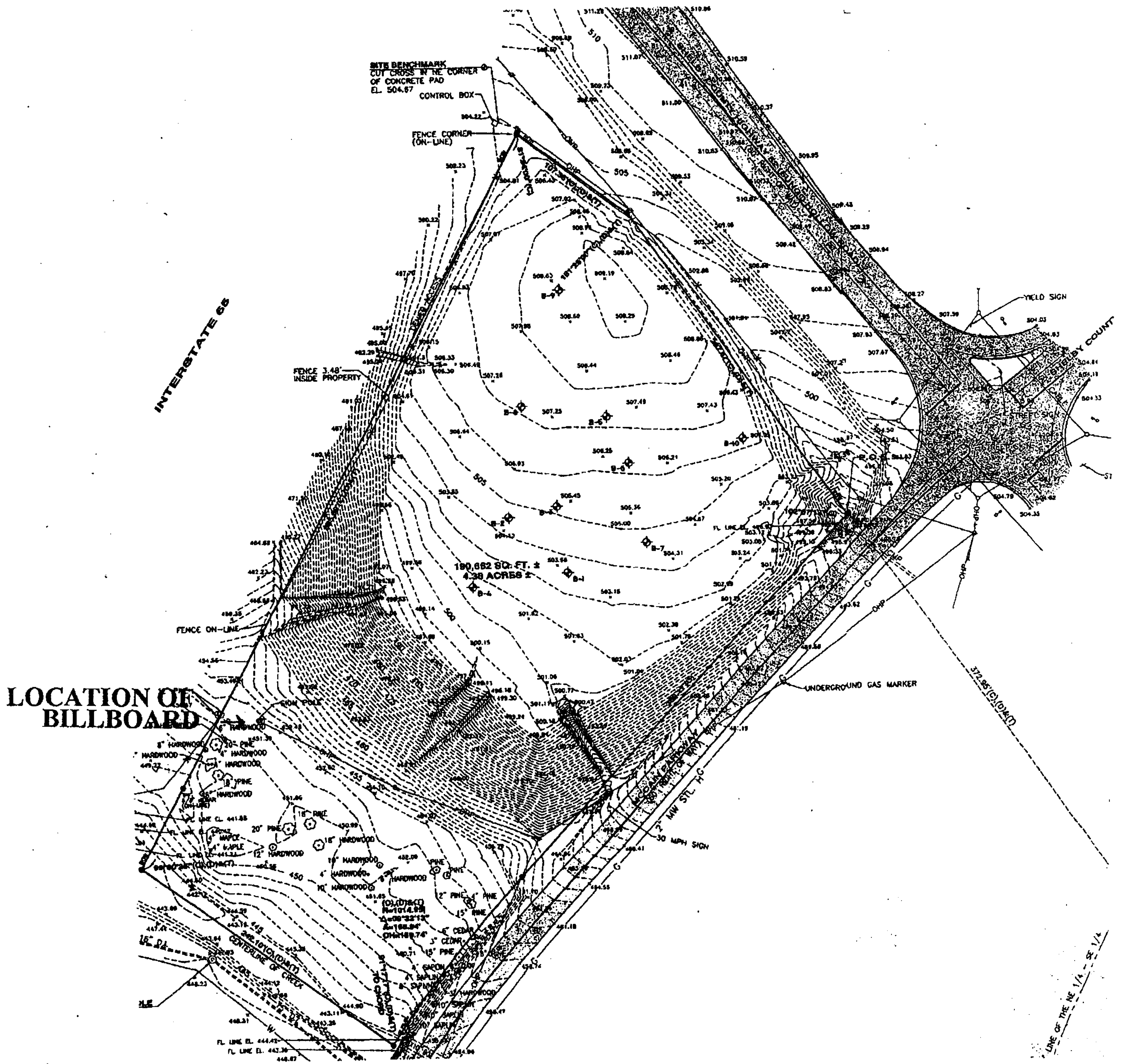
The Property

Commence at the SE corner of Section 24, Township 20 South, Range 3 West; thence run North along the East line of said Section for 2003.27 feet to the Southerly right of way of I-65; thence 59° 08' 18" left run Northwesterly along said right of way for 372.95 feet to the Westerly right of way of McCain Parkway and the point of beginning; thence continue last described course for 297.07 feet to a concrete monument; thence 18° 35' left continue along said right of way for 107.36 feet; thence 98° 36' left run Southerly along said right of way 655.69 feet to the center of Pig Pen Creek; thence 80° 59' 35" left run Easterly along said creek for 242.10 feet to the Westerly right of way of McCain Parkway; thence 93° 28' 48" left to tangent of a curve to the right, having a radius of 1014.95 feet, run along said curve and right of way for 168.93 feet; thence continue along said right of way for 389.17 feet to the point of beginning.

EXHIBIT B

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Billboard Easement



LOCATION OF BILLBOARD