

STATE OF ALABAMA) KNOW ALL MEN BY THESE PRESENTS:
JEFFERSON COUNTY)

That this agreement entered into as of the 30 day of September 1954.,
by and between the SUPERIOR ICE CREAM COMPANY, hereinafter referred to as
the "Company" and Wilson Sundries
hereinafter referred to as the "Customer", WITNESSETH:

Now therefore, it is mutually agreed between the parties as follows:

1. The Company agrees to furnish to the Customer the Following
equipment and services, viz:

- A. One (1) Bob Tail Fountain (\$850.00)
- B. One (1) Ice Cream Cabinet (\$325.88)
- C. One (1) Counter and Backbar (\$550.00)
- D. One Compressor (\$ 97.00) E. Copper tubing, Fitting & Piping (\$75.00)

2. It is agreed that said services and equipment are to be furnished
at the Customer's usual place of business located at Montevallo, Ala.
and it is mutually agreed that the price or value of said services, fixtures,
or equipment shall be \$ 1897.88.

3. The Customer undertakes and agrees that he will furnish a retail
outlet for the Company's products for a period of Five (5) years and that
during the term of this agreement, he will not sell or distribute any other
products in direct, or indirect, competition with the Company's products.

4. Customer further agrees not to remove the fixtures or equipment
from his place of business without the express written consent of the
Company.

5. The Customer agrees to prevent any waste or destruction of the
properties herein furnished him and agrees to keep them in workable condition.

6. It is mutually agreed between the parties that the provisions of
this agreement shall be binding upon the successors and assigns of each of
them and it is further agreed that in the event there is a change in owner-
ship of the Customer's business, that the unamortized portion of the price
or value of the fixtures and services rendered shall be paid by the Customer
to the Company, and the price or value of services and fixtures shall be
amortized on a pro-rata basis over the entire term of this agreement.

7. It is further agreed that the Customer hereby waives all exemptions
afforded him under the Laws and Constitution of the State of Alabama and
the United States of America and agrees to pay a reasonable attorney's fee
for the enforcement of any provision of this contract.

IN WITNESS WHEREOF, we have hereunto set our hand as of the date first
herein written.

Total 1897.88
Dd. 400.00
1.497.88

SUPERIOR ICE CREAM COMPANY
BY: x Paschal Schilleci Pres
Bessie Wilson

WITNESSES:

Frank Schilleci
Ross B. Schilleci

8. Customer hereby agrees to pay the sum of \$400.00 down and the balance
at the rate of \$25.00 per month.

STATE OF ALABAMA, SHELBY COUNTY
I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement
was filed for record the 10 day of Nov 1954 at 8 o'clock PM
and recorded in Deed Record 169 Page 352 and the Mortgage Tax of
9.22 Deed Tax of 50 has been paid.
L.C. Walker Judge of Probate