

LEASE AGREEMENT

THIS LEASE, made this 4th day of DECEMBER, 1975, by and between

ROBERT C. BUTTERWORTH, JR., first party, (hereinafter called "Landlord"); and
a corporation,
GOLD KIST INC., second party, (hereinafter called "Tenant");

WITNESSETH:

The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called premises), to wit:

A lot situated in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the SE corner of NW $\frac{1}{4}$ or NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West; thence run North along the East line of said Quarter Quarter Section line a distance of 364.17 feet to a point on the South margin of Depot Street and the point of beginning; thence turn an angle of 59 deg. 05 min. to the left and run along the South margin of Depot Street a distance of 193.62 feet; thence turn an angle of 1 deg. 33 min. to the right and continue along the South margin of Depot Street a distance of 112.76 feet to a point on the East right of way line of the Louisville & Nashville Railroad; thence turn angle of 143 deg. 14 min. to the left and run along the East right of way line of said railroad a distance of 516.33 feet; thence turn an angle of 149 deg. 23 min. to the left and run a distance of 225.86 feet; thence turn an angle of 21 deg. 29 min. to the right and run a distance of 106.28 feet to a point on the South margin of Depot Street; thence turn an angle of 89 deg. 35 min. to the left and run along the South margin of Depot Street a distance of 18.38 feet to the point of beginning. Situated in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama; together with all improvements situated thereon, and being known as Bob's Farm Supply Company, Inc.

No easement for light or air is included in the premises.

To have and to hold the same for a term of five (5) years beginning on the first day of January, 1976, and ending on the thirty-first day of December, 1980, at midnight, unless sooner terminated as hereinafter provided.

Tenant agrees to pay Landlord at office of Landlord, or such other place as he may direct, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of \$1,400.00. Total lease payments during the initial term of this lease are to be \$84,000.00, unless the option to buy is exercised during this period.

Landlord hereby grants the Tenant the option to extend this lease for one (1) additional term of five (5) years under the same terms and conditions as specified in this agreement. Tenant must give at least sixty (60) days notice



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to Landlord of its intent to extend this lease beyond the original five (5) year term. The term of this optional extension period shall be from January 1, 1981 until midnight December 31, 1985 unless terminated, as shall be provided for herein.

Landlord hereby grants to Tenant the option to purchase the above described property at any time during the initial lease term or the five (5) year extended lease term for a purchase price of \$150,000.00.

Landlord shall be responsible for the payment of all taxes and insurance on the subject property during the initial term of the lease and any extension thereof, except as hereafter provided.

Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light, and heat bills, for the leased premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the leased premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay the same and such payment may be added to the rental of the premises next due as additional rental.

Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the premises, and underground utility and sewer pipes outside the exterior walls of the buildings, except repairs rendered necessary by the negligence of Tenant, its agents, employees, or invitees. Landlord retains right to enter subject property during normal operating hours for inspection purposes.

Premises shall be used for sale of goods and services related to farm purposes. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

Tenant agrees not to abandon or vacate leased premises during the period of this lease, and agrees to use said premises for purpose herein leased until the expiration hereof.

Tenant accepts the leased premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building and other improvements located

thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return said premises to Landlord at the expiration, or prior termination, of this lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any of such casualties, rental shall abate in such proportion as use of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the lease as herein provided.

Tenant may sublease portions of the leased premises to others provided such sublessee's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

Tenant may (if not in default hereunder) prior to the expiration of this lease, or any extension thereof, remove all fixtures and equipment which he has placed in premises, provided Tenant repairs all damage to premises caused by such removal and such removal does not adversely affect the structural integrity of the premises.

It is mutually agreed that in the event the Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily within sixty days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter (but only during continuance of such default or condition), terminate this lease by written notice to Tenant; whereupon this lease shall end. After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of any of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord, or his attorney, or Agent herein named. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Landlord, as Tenant's agent, without terminating this lease, upon Tenant's breaching this contract, may at Landlord's option enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private

negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

This contract shall create the relationship of Landlord and Tenant between the parties hereto, by which the parties also intend to include the relationship of Lessor and Lessee, and no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

If Tenant remains in possession of premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant at will at rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

Tenant shall maintain general liability and premises liability insurance on the leased premises against such risks as are customarily insured against by business of like size and type for the protection of both Landlord and Tenant, and Tenant shall pay all premiums due for such liability insurance as the same become due, and its failure to do so will constitute a default hereunder. Such policy of insurance shall be noncancellable without 10 days notice to Landlord and shall be written by an insurance company qualified under the laws of the State of Alabama. In the event the Tenant fails to take out or maintain the full insurance coverage required by this Lease Agreement, the Landlord may (but shall be under no obligation to do so), without waiving the Tenant's default, take out the required policy of insurance and pay the premiums on the same, and all amounts so advanced by the Landlord shall become an additional obligation of the Tenant to the Landlord.

Tenant shall not permit any mechanics' or other liens to stand against the leased premises for labor or material furnished in connection with any additions, alterations or improvements to the leased premises for a period of more than 30 days, and a violation of this covenant will constitute a default hereunder.

It is further understood and agreed that the Landlord shall not be liable to any person or persons, including the Tenant or its agents or employees, for any injury or damages which may occur on account of any defects in the leased premises or in connection with the operation of Tenant's business on the leased

premises. Landlord shall in no event be liable to any person or persons for any injury or damages of any nature which may occur at any time on account of any defect in the leased premises, improvements thereon, or appurtenances thereto, whether such exists at the date of this Lease Agreement or arises subsequently thereto, or whether such defect was known or unknown at the time of such injury or damage, and the Tenant does hereby indemnify and hold Landlord harmless from any such liability.

In the event of the employment of any attorney by the Landlord on account of the violation of any term or condition of this Lease Agreement by the Tenant or Tenant's assigns or sublessees, the Tenant hereby agrees that it shall be taxed with said attorney's fee in such amount as agreed upon by the parties or fixed by the Court. And as a part of the consideration of this Lease Agreement and for the purpose of securing to the Landlord prompt payment of said rent herein stipulated, the Tenant hereby waives all rights which it may have under the Constitution and Laws of the State of Alabama or any other state to claim property exempt from levy or sale or other legal process and the Tenant hereby assigns to Landlord its homestead and property exemptions.

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

Time is of the essence of this agreement.

This Lease Agreement shall be constructed under the laws of the State of Alabama.

"Landlord" as used in this lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, its successors or assigns, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

This lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between

the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

WITNESSES:

Wade H. Morton, Jr.

LANDLORD:

Robert C. Butterworth, Jr. (SEAL)
Robert C. Butterworth, Jr.

Margaret H. Nuens

TENANT:

GOLD KIST, INC., a corporation

ATTEST:

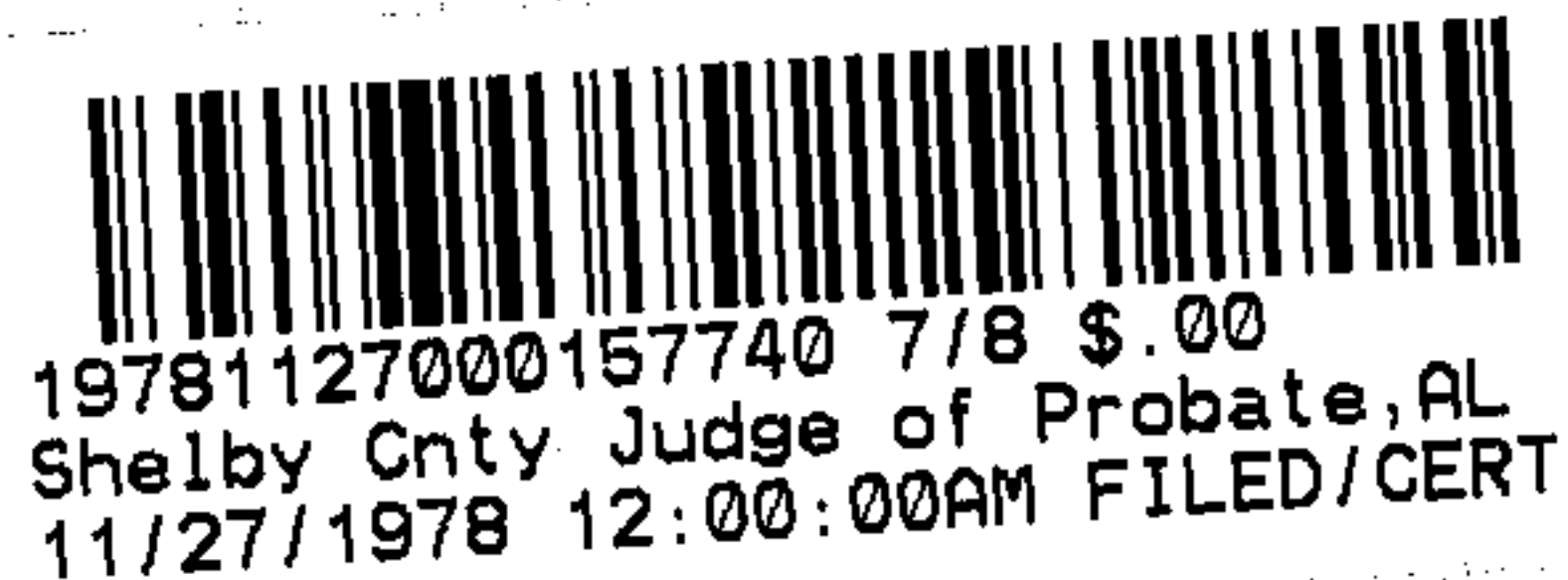
[Signature] (SEAL)
Its Assistant Secretary

By: [Signature] (SEAL)
Its Vice President

(CORPORATE SEAL)

STATE OF ALABAMA)

SHELBY COUNTY)



I, WADE H. MORTON, JR., a Notary Public in and for said County and State, do hereby certify that Robert C. Butterworth, Jr., whose name is signed to the above and foregoing Lease Agreement as Landlord, and who is known to me, acknowledged before me on this date, that being informed of the contents of the said Lease Agreement, he executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 3rd day of December, 1975.

Wade H. Morton, Jr.
Notary Public

STATE OF GEORGIA)

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FULTON COUNTY)

I, Mrs. Vickie Linsfeld, a Notary Public in and for said County, in said State, hereby certify that Tom Wiggins, whose name as Vice President of Gold Kist, Inc., a corporation, is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Agreement, 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 the 21 day of November, 1975.

Mrs. Vickie Linsfeld
Notary Public

SUPPLEMENTARY LEASE AGREEMENT to Lease between MR. ROBERT C.
BUTTERWORTH, JR. and GOLD KIST INC. dated ~~November~~ ^{DECEMBER} 4TH, 1975.

This SUPPLEMENTARY AGREEMENT made and entered into this 4TH
day of ~~DECEMBER~~, 1975, by and between Mr. Robert C. Butterworth,
Jr., party of the first part, and Gold Kist Inc., party of the second
part,

WITNESSETH:

That the above parties have hereby agreed as follows:

The Landlord will be responsible for the payment of all railroad
leases affecting the leased operation referred to as "Rob's Farm Supply
Company, Inc." during the initial lease term, as well as any extensions
thereof.

Witness:

James H. Maye

Robert C. Butterworth Jr.
Landlord

Witness:

W. K. Walber Jr.

GOLD KIST INC.

Fulgin
Tenant Vice. Pres.

BOOK 316 PAGE 441

STATE OF ALA. SHELBY CO.

BEFORE ME, THIS

INSTRUMENT WAS FILED

NOV 27 1975 deed tax - 71.00

Rec. 12.00

Ind. 1.00

JUDGE OF PROBATE

84.00



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Shelby Cnty Judge of Probate, AL
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