

STATE OF ALABAMA )

SHELBY COUNTY )

THIS AGREEMENT, made and entered into this 15 day of January, 1982, by and between Terry D. Templin and wife, Beverly R. Templin, hereinafter called Lessor, and A & R Columbiana, Inc., hereinafter called Lessee,

## W I T N E S S E T H:

That Lessee has this day rented and leased from Lessor according to the terms and conditions hereinafter contained, the following described property:

That certain building located at the corner of Old Highway 25 East and Arlington Avenue in Columbiana, Shelby County, Alabama, and the adjoining parking area.

for use by said Lessee as a retail grocery store and for no other purpose.

1. This lease contract shall commence on January 15, 1982, and shall terminate on April 30, 1983, unless sooner terminated as provided for hereinafter, at 12:00 p.m., and for which in consideration of the demised premises:

2. Rent. Lessee agrees to pay to Lessor or to his designees a rental of Seven Hundred Fifty and no/100 Dollars (\$750.00) per month for each and every month during the term of this lease, such monthly rental to be paid in advance on or before the fifth day of each month (unless such rental shall be abated or diminished as provided hereinafter).

3. Should Lessee fail to pay the rent as it becomes due as aforesaid and such default to the payment of any monthly payment continues for a period of ten (10) days after Lessor has given to Lessee written notice by registered mail of the delinquent rental payment, then, in such event, Lessor shall have the right, at his option, to terminate the lease, resume possession of the property

*See release Memo. Book 45- Page 713 (630-82)*  
A & R Columbiana, Inc.

BOOK 337 PAGE 337

for his own account, and recover immediately from the Lessee the difference between the rent specified in the lease and the fair rental value of the property for the remainder of the term, reduced to present worth, or resume possession and release, or rent the property for the remainder of the term for the account of the Lessee, and recover from the Lessee, at the end of the term or at the time each payment of rent comes due under this lease as the Lessor may choose, the difference between the rent specified in the lease and the rent received on the releasing or renting. In event of default, and premises not being rented, after reasonable effort to relet and Lessor is unable to do so, Lessee is then obligated to pay rental payments until premises are relet.

BR.J.  
ADD 26.2

4. Any assignment or subletting of the premises by the Lessee shall be void unless agreed to in writing to the Lessor. The Lessor covenants that said consent shall not be unreasonably withheld.

5. Lessor shall maintain in good and substantial repair during the entire lease term the exterior of the leased store (including the roof and exterior walls); the front and back parking lot, provided that Lessor shall not be required to make any repairs until notice of the need for same is given to Lessor by Lessee. Lessor shall have the right to enter and inspect the leased premises and to make any repairs he desires to make at all reasonable times. Lessee shall keep and maintain the interior of the leased premises, including all plumbing, wiring, piping, fixtures, equipment and appurtenances, in good and substantial repair during the entire term of the lease and to replace all glass in the windows or doors damaged or broken during the lease term; such agreement of Lessee shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance. Lessee shall have the right to install or permit to be installed signs at the sole cost of Lessee on the outside of the leased store and the roof thereof and in areas wherein Lessee has exclusive access or parking rights. Lessee shall deliver up the leased premises at the end of the lease term in as good condition as at the time of commencement of the lease except for ordinary wear and tear and damage by fire or other casualties beyond the Lessee's control. Lessee shall have the exclusive right to paint, erect or authorize signs, in, on or about the building on the leased premises and may, at any time, remove signs, and color effects installed by Lessee, by returning building to its original state. It is further understood and agreed that Lessor shall not be obligated to make any repairs or to do any building except as set out in said lease. Lessor covenants that if Lessee shall pay the rentals and perform its agreements hereunder, Lessor shall and will protect and defend

against any interference with the Lessee's use and enjoyment of the leased property during the life of this lease. Lessee agrees, upon request of Lessor to subordinate its leasehold interest to the lien of any bona fide mortgage lender who may be procured by Lessor on the leased premises, provided that the mortgagee of such mortgage shall permit Lessee to remain in possession of said leased premises and to apply rental payments against the debt secured by said mortgage in the event of default on the part of the Lessor, as long as Lessee complies with and performs all of its covenants and undertakings under this lease.

6. Lessor covenants that, as of the date of the commencement of this lease, the leased premises shall comply with all ordinances and requirements of any legal authority relating to gas, plumbing, water and electricity. Lessor further covenants that he shall not permit any other grocery store in the proposed shopping area.

7. It is understood that there will be certain alterations or additions to the interior of the building by the Lessee consistent with his business operation. Any such additions and improvements to the premises consented to are to be done in strict compliance with all building code and fire and safety ordinances, if any are applicable. All alterations or additions to the building shall be done solely with Lessee's money and at the expenses of the Lessee. Lessor shall cooperate with Lessee in obtaining building and other permits and authority necessary, from time to time, for any work or installations by Lessee, to perform work therein in connection with any alterations, improvements or additions being made at any time by Lessee in the demised premises.

8. It is understood that the Lessor owns both the air conditioning and heating systems and shall be responsible for their repair, maintenance and upkeep. Lessor represents that the heating and air conditioning units are in good operating condition at the time of the commencement of this lease. Lessor shall maintain only one of the two air conditioning units, such unit to be designated by agreement. Lessee will be responsible for regular maintenance.

9. Lessee agrees to deliver said premises at the expiration of this lease in a good repair and condition as when first received, natural wear and tear excepted and loss by fire, storm or other casualty excepted.

10. Lessor covenants, on his part, that he has lawful title to the demised premises and full right to make this lease, and that

BOOK 337 PAGE 339

B.R.J.  
2A.2  
H.D.

B.R.J.  
2A.2  
H.D.

he shall pay all taxes and assessments on said leased premises payable during the terms of this lease and any renewal thereof. Lessee shall pay all utility bills incurred by it in connection with its occupancy of said premises. Lessee will pay all licenses and charges due to their operation of the business.

B.P.J.  
AD  
7A.7

11. Said leased premises shall be used for the operation of Lessee's retail business, and shall not be used for any illegal purposes nor in any manner to violate the insurance or increase the rate of insurance on the premises.

12. Lessee agrees to protect and save Lessor harmless from any and all liability for injuries to any of the servants, agents or employees, or guests of Lessee during the term of this lease occasioned by or resulting from any carelessness, negligence or improper conduct on the part of the Lessee, its servants, agents or employees in or upon the premises. To take care of this provision, the Lessee agrees to provide liability insurance for personal liability and for property damage.

13. Should the leased premises be destroyed by fire, storm or other casualty, either party may terminate this lease by giving the other party within thirty (30) days from date of such fire, or other casualty, written notice of its desire to terminate the lease, in which event rent shall cease as of the date of the fire or other casualty. Should neither party give notice of its desire to terminate the lease within the aforesaid thirty-day period then the Lessor shall forthwith commence reconstruction of the building and shall rebuild said building with all reasonable dispatch. The building to be constructed shall be approximately the same size as the building presently located on the premises. Rent shall abate from the date of destruction of the premises until the date that the building has been rebuilt and is ready for occupancy.

Should the premises be damaged by fire, storm or other casualty during the term of this lease, or any renewal thereof, and the extent of the damage is such that the premises are partially untenable and still permit Lessee to operate its business therein, the tenancy shall continue on an equitable adjusted rental basis, but Lessee shall have the right to terminate this lease unless Lessor shall, within thirty (30) days of such casualty, notify Lessee in writing of Lessor's intention to promptly repair the damage to the

premises. If lessor's insurance policy permits the release of others from liability or loss from casualties insured against, such release from liability is hereby granted to Lessee to the extent of Lessor's actual recovery of loss under such policy.

14. Lessee may (if not in default hereunder prior to the expiration of this lease) remove all fixtures and equipment which it has placed in said premises, which might be known as trade fixtures or trade equipment.

15. If Lessee should default in the payment of any rental due hereunder, after the notice provided for hereinabove has been given, or should the interest of the Lessee under this contract be levied upon any legal process whatever, or should a petition in bankruptcy be filed by or against the Lessee, or if a receiver is appointed for Lessee's property, including Lessee's interest in these premises, or in the event of any other default hereunder by Lessee, then and in any of the said events, Lessor may at his option at once re-enter the premises <sup>and terminate the lease</sup> and repossess himself thereof and remove all persons and effects therefrom using such force as shall be necessary without being guilty of trespass, forcible entry, detainer or other tort.

B.R.J.  
7.12.2

16. It is understood and agreed between the parties that on or before the termination of this lease, Lessee shall have an option to renew this lease for a further term of five years at the same rental and same conditions. This option must be exercised by the Lessee on or before the expiration of the first term of the lease by giving notice to the Lessor in writing of his intention to do so.

17. Should first renewal period be exercised by the Lessee as above set out, the Lessee shall have the option to renew said lease for two additional five-year periods with the monthly rental therefor during the first of said five-year periods at a monthly rent of \$850.00 and the last five-year period at a monthly rental of \$1,000.00, with all other conditions remaining the same as herein. Said second option to be exercised on or before the expiration of the first five-year option, and the said third option for the last five-year period shall be exercised before the expiration of the second five-year period, in writing of Lessee's intention to exercise said second option.

The first term, 16 months, shall terminate, if not terminated sooner, on April 30, 1983. The first five-year term shall begin on May 1, 1983 and shall terminate on April 30, 1988. The second five-year term shall begin on May 1, 1988 and shall terminate on April 30, 1993. The third five-year term shall begin on May 1, 1993 and shall terminate on April 30, 1998.

During the first 16-month term, this lease is a month-to-month lease in that the Lessee may terminate this lease and be discharged from its provisions by giving Lessors thirty (30) days' written notice of its intent to cancel this lease.

18. Any and all rentals due and payable under the terms of this lease and any renewal thereof shall be paid to Terry D. Templin, Columbiana, Alabama.

If any portion of the leased premises shall be taken under the exercise of the power of eminent domain by any competent authority during the term of this lease there shall be a proportionate abatement of the rent thereafter to be paid by the Lessee; in such event the Lessee shall have no right or interest in and to an award for such taking of such portion of the leased premises. If the entire leased premises be so taken during the term hereof, this lease shall terminate forthwith and the award received for the entire taking of the leased premises shall belong to the Lessor and the Lessee shall have no interest therein. Any partial taking of the leased premises which involves any part of the store building shall at the option of the Lessee constitute the equivalent of the entire taking of the leased premises.

20. Any and all notice required to be given to Lessee shall be given to A & R Columbiana, Inc., 111 Birmingham Highway, Calera, Alabama. Any and all notice required to be given to Lessor shall be addressed to Terry D. Templin, Columbiana, Alabama.

21. In referring herein to Lessor the singular shall include the plural and the use of the masculine gender shall include all genders. The covenants and agreement herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The lease shall constitute an Alabama contract and shall be construed according to the laws of that state.



22. In the event of the employment of an attorney by the Lessor on account of violation of any of the conditions of this lease by Lessee, the Lessee hereby agrees that it shall be taxed with said attorney's fee.

23. Lessors shall have right to sell the leased property subject to this lease. In the event Lessors obtain a bona fide offer to sell the leased premises, Lessee shall have the right to purchase the leased premises, for the same price and on the same terms and conditions.

IN WITNESS WHEREOF, the parties have executed this instrument under seal the day and year first above written.

WITNESS:

[Signature]  
[Signature]

LESSOR:

Terry D. Templin  
Terry D. Templin  
Beverly R. Templin  
Beverly R. Templin

WITNESS:

[Signature]

LESSEE:

A & R COLUMBIANA, INC.  
By [Signature]  
Its President

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

1982 JAN 18 PM 12:59

[Signature]  
JUDGE OF PROBATE

Deed 11.00  
Rec. 10.50  
Ind. 1.00  
22.50

BOOK 337 PAGE 343

BRJ.  
28.2