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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 machinery and equipment described on Exhibit "A" attached hereto and incorporated herein by reference:

Said machinery and equipment is located in that certain building located at the corner of old Highway 25 East and Arlington Avenue in the City of Columbiana, Shelby County, Alabama.

Said property is leased to said Lessee for use in the retail grocery store located at said address 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 Three Hundred Fifty and no/100 Dollars (\$350.00) 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 for his own account, and recover immediately from the Lessee the difference between the rent specified in the lease and the fair rental

See release memo Book 45 Page 713 (6-30-82)

A & R Columbiana, Inc.

P.O. Box 138
Columbiana

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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.

4. Any assignment or subletting of the property 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 covenants, on his part, that he has lawful title to the demised property and full right to make this lease.

6. Said leased property shall be used for the operation of Lessee's retail business, and shall not be used for any illegal purposes.

7. Should the premises where the leased property is located 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. However, should the said termination occur during the renewal term, Lessee shall be deemed to have an equity in the property. The equity which Lessee shall have in the property shall be the total of the lease payments Lessee has paid under this lease.

8. 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 this property, 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 where the property is located 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.
[Signature]

9. During the first sixteen-month term, this lease may be cancelled by the Lessee by giving 30 days' written notice to the Lessors of its intention to cancel this lease. 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 forty (40) months at the same rental and same conditions. This option must be exercised by the Lessee on or before the expiration of the first sixteen-month term of the lease by giving notice to the Lessor in writing of his intention to do so.

10. Should the Lessee elect to extend the lease for the additional forty (40) months and pay all the payments provided for in said renewal term, Lessee shall have the right to purchase the equipment and machinery listed on said Exhibit "A". In the event Lessee elects to purchase said equipment and machinery, it shall pay Lessors Forty-eight and no/100 Dollars (\$48.00) and Lessors shall convey title to said equipment and machinery to Lessee free and clear of all liens and encumbrances.

11. 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.

12. If the premises where said property is located shall be taken under the exercise of the power of eminent domain by any competent authority during the term of this lease or the renewal thereof, the Lessee shall be entitled to cancel the lease and the Lessee shall be deemed to have an equity in the property. In such event Lessee may remove said property to another location or Lessee shall be entitled to establish its equity in the property. The equity which Lessee shall have in the property shall be the total of the lease payments it has paid to Lessor under this lease.

13. 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.

14. 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.

15. 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.

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

WITNESS:

Oliver H. Hurd
Oliver H. Hurd

LESSOR:

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

WITNESS:

Lance C. Brasher

LESSEE:

A & R COLUMBIANA, INC.
By *Donald L. Davis*
Its President

ADDENDUM

The Lessor and Lessee further agree on this 15th day of January, 1982 that the following agreements shall be a part of this lease agreement:

The Lessee shall be responsible for the maintenance and upkeep of said machinery and equipment which is hereby leased. The Lessor will not be required to replace any items which may hereafter become worn out, damaged or destroyed, and the Lessor will not be required to refund to the Lessee any amount whatsoever should the Lessee not exercise its option to purchase said machinery and equipment.

In the event the option to purchase said machinery and equipment is not exercised by Lessee, the Lessee agrees to be responsible to the Lessor for damage or destruction of items not due to reasonable fair wear and tear.

The Lessee agrees to operate said machinery and equipment at proper temperatures and under reasonable conditions.

The Lessee agrees to keep said machinery and equipment covered by adequate fire and casualty loss insurance, insuring the Lessor's loss payable interest therein.

The Lessor will be responsible for payment of personal property taxes on said machinery and equipment up until such time as the Lessee may hereafter

exercise its option to purchase said machinery and equipment.

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:

Lanie Brash

LESSEE:

A & R COLUMBIANA, INC.

By *Ronald L. Lani*
Its President

21' Self Serv Glass Door Freezer
 32' " " Meat Case w/ compressor
 8' " " Meat Freezer w/ compressor
 12' " " Smoke Meat Case w/ " "
 16' " " Dairy Case " "
 12' " " Beverage Case " "
 44' " " Produce Case - " "
 1 Dayton Produce - Scale
 2 Sweets Cash Registers #303
 3 Check out Counter —
 1 Wrapper in Produce Dept —
 1 8'X10 Walk in Freezer with Compressor
 1 8'X10 Produce Cooler " "
 1 8'X16 Walk in Meat Cooler " "
 1 Toledo Meat Saw
 1 Biro Meat Grinder
 1 Globe Meat Slicer
 1 Steak Master Meat Cutter
 1 Meat Wrapping Machine —
 1 Toledo Meat Scales #8300
 218 ft Grocery Gondola Shelves
 20± Grocery Shopping Carts
 3 Stock Carts
 1 Adding Machine —
 1 Office Desk & Chair
 3 Filing Cabinets —
 1 Jap Floor Scrubber
 1 Time Clock
 2 Hand Truck
 1 Platform Scale
 Assortment of Market Tools & Racks

STATE OF ALA. SHERIFF'S OFF.
 I CERTIFY THIS
 INSTRUMENT WAS FILED

1982 JAN 18 PM 1:00

Thomas G. Shouder, Jr.
 JUDGE OF PROBATE

Deed 5.00
 Rec. 9.00
 Ind. 1.00

15.00

Exhibit A