

1583

LEASE

THIS LEASE, made this 5th day of March, 1984, by and between T.H. KITTRELL and PAMELA C. KITTRELL, residents of Shelby County, Alabama, hereinafter called "Landlord", whose address is 4 Oak Ridge Drive, Pelham, Alabama 35124, and JACK'S FOOD SYSTEMS, INC., a Delaware corporation, hereinafter called "Tenant", whose address is 165 West Valley Avenue, Suite 200, Birmingham, Alabama 35209.

LEASED PREMISES

1. Landlord hereby leases to Tenant that certain parcel of land situated in the City of Pelham, County of Shelby, State of Alabama, described in Exhibit A attached hereto, and the buildings and other improvements located thereon, together with all easements, appurtenances, rights, and privileges now or hereafter belonging thereto. The building and improvements are hereinafter called the "Improvements." The land and Improvements are hereinafter collectively called the "Leased Premises." The land consists of 1.21 acres.

TERM AND RENT

2. (a) This Lease shall be effective as a contract between Landlord and Tenant on the date of execution hereof. The term of this Lease and the accrual of rent hereunder shall commence either: the date the restaurant opens for business, or ~~May 1~~, 1984, whichever date is prior in time, and shall terminate at 11:59 p.m. on April 30, 2004.

(b) Tenant shall have the right to extend the term of this Lease for two (2) separate and successive terms of five (5) years each, upon written notice to Landlord at least ninety (90) days prior to the expiration of the current Lease term or renewal term, as the case may be, upon the same terms and conditions as herein contained, except as provided in this Paragraph 2.

(c) During the initial term of this Lease, the annual rent shall be, unless increased, abated or diminished as provided herein, Forty Thousand Two Hundred Dollars (\$40,200.00) per annum, payable in equal monthly installments of Three Thousand Three Hundred Fifty Dollars (\$3,350.00), on the tenth (10th) day of each month.

(d) During the first renewal term of this Lease, the annual rent shall be, unless increased, abated or diminished

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April 1,  
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T.H.K.

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T.H.K.

as provided herein, Forty-Eight Thousand Dollars (\$48,000.00) per annum, payable in equal monthly installments of Four Thousand Dollars (\$4,000.00) on the tenth (10th) day of each month.

(e) During the second renewal term of this Lease, the annual rent shall be, unless increased, abated or diminished as provided herein, Sixty Thousand Dollars (\$60,000.00) per annum, payable in equal monthly installments of Five Thousand Dollars (\$5,000.00), on the tenth (10th) day of each month.

(f) In addition to the rent specified in subparagraphs (c), (d) and (e) above, Tenant agrees to pay Landlord throughout the term of this Lease an annual percentage rental equal to the amount, if any, by which three percent (3%) of Tenant's Gross Sales, as hereinafter defined, made from the Leased Premises during each year during the term of this Lease shall exceed the rentals payable under said subparagraphs (c), (d) and (e) for such year. "Gross Sales" is hereby defined to mean the total dollar sales of food and merchandise of every kind and character derived from Tenant's business conducted at the Leased Premises, less any refunds, rebates, allowances, or discounts to customers or employees, and less any sales, gross receipts, excise or similar taxes which are collected by Tenant for a taxing authority, for which separate itemized charges are made. Tenant agrees to keep accurate records of its Gross Sales. Within sixty (60) days after the end of each year of the term of this Lease, Tenant shall submit to Landlord a statement of Tenant's Gross Sales at the Leased Premises during the preceding year of the term of this Lease, together with the payment of any annual percentage rental due, if any. Such statement shall be treated as confidential by Landlord and shall be conclusive unless Landlord, within thirty (30) days after receipt of the statement, shall contest the accuracy of the statement and shall have Tenant's applicable records audited, in a manner so as not to interfere unreasonably with Tenant's business, by an independent certified public accountant selected and paid by Landlord. The amount of Tenant's Gross Sales as determined by said accountant shall be binding upon Tenant and Landlord.

(g) Should the commencement date of this Lease fall upon a date other than the first of the month, the rental for the first month of this Lease shall be prorated between Landlord and Tenant.

#### EVIDENCE OF TITLE

3. Within thirty (30) days of the date of this Lease, Landlord shall deliver to Tenant evidence of title, which

shall be in the form of a title binder or other title evidence satisfactory to Tenant which shall show that Landlord is vested with fee simple title to the Leased Premises, free and clear of all liens and encumbrances and of any defects which would affect the peaceful enjoyment of the Leased Premises for the intended use of the Tenant during the full term of the Lease. If such evidence of title is not provided within such time limit or shows defects in title which, in the sole judgment of Tenant, would affect such peaceful enjoyment, Tenant may, within thirty (30) days after the expiration of such time limit or Tenant's receipt of such evidence of title, by notice in writing to Landlord, terminate this Lease.

#### SITE CONDITIONS; SANITARY SEWER

4. (a) Within thirty (30) days of the date of this Lease, Landlord shall provide at its own cost not less than four copies of a survey by a licensed surveyor showing the area, dimensions, and location of the Leased Premises referenced to the nearest monuments, streets, and alleys on all sides, its topography, any set-back requirements, the location of all available utilities, of adjoining streets, alleys or property, of all recorded easements appurtenant to the property, and of all improvements and encroachments, and containing a full legal description of the Leased Premises.

(b) Within thirty (30) days of the date of this Lease, Landlord will, at its expense, cause the Improvements to be connected to the sanitary sewer line available to serve the Leased Premises; provided, however, that Tenant shall be responsible for any tap-on or administrative fee. Upon any default hereunder by Landlord, Tenant may, at its option, extend such time or terminate this Lease.

#### ZONING AND BUILDING LAWS

5. Landlord warrants to Tenant that the character, materials, design, construction, and location of the Improvement, are in full compliance with all applicable building and zoning laws and ordinances. Landlord warrants that the use by Tenant of the Leased Premises as a restaurant for the sale and consumption of food and beverages on and off the Leased Premises will be a permitted use under the zoning classification and local laws and ordinances applicable thereto. Landlord further warrants to Tenant that Tenant will have the unrestricted right to place upon the Leased Premises, at a location thereon to be designated by Tenant, a sign of the standard type used by Tenant and further agrees that if any permit, license, zoning variation, or other governmental action is required for the erection of

such sign, Landlord shall obtain the same at its sole cost and expense. Landlord acknowledges that Tenant is relying upon said warranties in executing this Lease, that matters so warranted are material, and that any breach of warranty will be grounds for Tenant to terminate this Lease.

#### USE AND OCCUPANCY

6. The Leased Premises may be used and occupied for the operation of a restaurant for the service and sale of prepared foods and beverages for consumption on or off the Leased Premises or for any other lawful use. Tenant shall not be obligated to conduct, or to remain open for the conduct of, any business in the Leased Premises.

#### ALTERATIONS AND TRADE FIXTURES

7. (a) At any time during the term of this Lease and without the consent of Landlord, Tenant may make any alterations, additions, or improvements, structural or nonstructural, to the Leased Premises as deemed desirable by Tenant for conduct of its business, so long as the same do not decrease the value of the Improvements or adversely affect the structural integrity thereof. Tenant shall bear the cost of any alterations and shall promptly discharge any mechanics' or materialmans' lien filed in connection with such alterations.

(b) All trade fixtures and personal property installed by Tenant on the Leased Premises, whether owned or leased and regardless of the manner of attachment, including, without limitation, refrigeration machines, controls, piping, coils, and conduits appurtenant thereto, incinerators, compactors, food storage boxes, counters, seating facilities, shelves, racks, signs, and other personal property, shall be considered personal property, shall not be deemed a part of the Leased Premises, and shall remain the property of Tenant or Tenant's lessor. Landlord recognizes that Tenant may not own the trade fixtures and other personal property situated on the Leased Premises, waives any provision of law granting a lien upon, or the right of distraint upon, such trade fixtures or personal property of Tenant or Tenant's lessor, and agrees to execute and deliver to Tenant, or its designee, any lien waivers or subordination agreements respecting such trade fixtures or personal property requested by Tenant. At any time during the term of this Lease or within a period of thirty (30) days after the expiration date, Tenant or Tenant's lessor may, but without any obligation, remove any or all trade fixtures from the Leased Premises.

#### UTILITIES

8. Tenant will pay all charges for telephone, sewer service, garbage service, electricity, water, gas and other utilities used by Tenant on or about the Leased Premises.

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REPAIRS

9. Tenant shall maintain the Leased Premises in good order and shall make all necessary repairs, reasonable wear and tear and depreciation from lapse of time excepted. Landlord shall have no obligation to repair or maintain the Leased Premises.

INSURANCE

10. (a) Tenant shall obtain and keep in force during the term hereof, for the mutual benefit of Landlord and Tenant, fire insurance with standard extended coverage for the full insurable value of the Improvements and general public liability insurance against claims for personal injury, death, or property damage occurring in or on the Leased Premises, in amounts not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injury or death to any one person; Three Hundred Thousand Dollars (\$300,000.00) for bodily injury or death to all persons in any one occurrence; and One Hundred Thousand Dollars (\$100,000.00) for property damage. Tenant shall also maintain and keep in force during the term hereof, an excess liability policy, naming Landlord as an additional insured, with limits of not less than \$1,000,000.00.

(b) Landlord and Tenant, or any person or entity claiming by, through, or under them, shall be named as co-insureds, as their respective interests may appear, in such insurance policies. Tenant shall deliver to Landlord certificates of such insurance and renewals thereof from time to time during the term of this Lease.

WAIVER OF SUBROGATION

11. All policies of insurance covering any economic loss carried by either Landlord or Tenant with respect to the Leased Premises, including, without limitation, all policies of fire insurance, and all policies of general public liability insurance, whether or not required hereby to be carried, which insure the interest of one party only, shall include provisions denying to the insurer acquisition by subrogation of rights of recovery against the other, to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. This provision shall apply only if such policy can be so written, does not result in additional premiums, or the other party agrees to pay any resultant additional premiums. Each party, to the extent permitted by the respective policies, hereby waives any rights of recovery against the other for direct or consequential loss against which such party is protected by such

policies to the extent of the proceeds paid under such policies, whether or not such damage or loss shall have been caused by any acts or omissions of the other party.

DAMAGE OR DESTRUCTION

12. (a) Should all or part of the Improvements be damaged or destroyed by fire or other casualty, Tenant shall be entitled to the proceeds of all insurance held by Landlord or Tenant covering such damage or destruction. Landlord shall pay to Tenant the proceeds of all insurance receivable by Landlord in respect to such damage or destruction and shall endorse to Tenant any check in respect to such proceeds payable to Landlord and Tenant. Thereupon, Tenant shall promptly proceed to restore the Improvements. Tenant shall have the right to make alterations in the course of such restoration, but shall not be required to restore any alterations theretofore made by Tenant at its expense. Should such damage or destruction render the Improvements untenable, all rent shall abate during the period of untenability.

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(b) Insurance proceeds (exclusive of the proceeds of insurance covering Tenant's or Tenant's lessor's fixtures or personal property, which shall be paid directly to Tenant) up to Ten Thousand Dollars (\$10,000.00) shall be paid directly to Tenant. Insurance proceeds in excess of Ten Thousand Dollars (\$10,000.00) shall be deposited with a bank or trust company under the joint control of Landlord and Tenant, as trustees. The trustees shall disburse the proceeds to Tenant upon certification by the architect in charge of such restoration that the amounts requested have been paid in connection with such restoration or shall be due to persons who have furnished services or materials for such restoration. Upon completion, the balance of such proceeds, if any, shall be paid to Tenant upon demand.

(c) Should the Improvements be damaged or destroyed by any casualty not insurable under a standard form of fire insurance policy with extended coverage, or should more than twenty percent (20%) of any building on the Leased Premises be damaged, destroyed, or rendered untenable by fire or other casualty when less than three (3) years remain under the term of this Lease or any renewal term, or should completion of repairs within one hundred twenty (120) days of the occurrence of the damage not be possible, Tenant may elect to terminate this Lease. Should this Lease be terminated pursuant to this provision, Tenant shall assign to Landlord all of Tenant's rights in any insurance proceeds receivable by Tenant from the Improvements, except proceeds covering Tenant's or Tenant's lessor's personal property or fixtures.

CONDEMNATION

13. (a) Should the whole of the Leased Premises be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, this Lease shall terminate upon the date of vesting of title or transfer of possession, whichever occurs earlier. Any rent paid after termination shall be refunded to Tenant.

(b) Should any part of the Leased Premises be taken or condemned, this Lease shall terminate with regard to that part of the Leased Premises upon the date of vesting of title or transfer of possession, whichever occurs earlier, and there shall be a pro rata abatement of rent as to the part taken. In the event of a taking of any part of the buildings on the Leased Premises, or a reduction of ten percent (10%) or more of the front depth of the Leased Premises as originally demised hereunder, or a reduction of twenty-five percent (25%) or more of the total parking spaces, or the creation of a divided Leased Premises, or a denial of adequate access to the Leased Premises, whether or not a taking shall have occurred, but excluding a temporary denial of access not exceeding sixty (60) days, then Tenant may elect either to have a pro rata abatement of rent for the part taken or to terminate this Lease by giving notice of termination to Landlord at any time prior to or within a period of sixty (60) days after the date when possession of the part of the Leased Premises affected was required by the condemning authority or the denial of access occurred. Any rent paid after termination shall be refunded to Tenant.

(c) Tenant shall have the right to participate in any proceeding for the taking of the whole or any part of the Leased Premises and shall be entitled to receive that portion of the award or payment that may be awarded as damages or paid as a result of such taking, commensurate with the loss of its leasehold, as well as damages for remodeling, renovation and moving expenses, trade fixtures, and interruption or dislocation of business in the Leased Premises. Landlord shall receive the remainder of any such award.

COVENANT OF TITLE AND QUIET ENJOYMENT

14. Landlord warrants good and marketable title to the Leased Premises, will defend the title thereto, and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any lien, encumbrance, restriction, or defect in the title or description of the Leased Premises. Should, at any time, the title or right to receive rent of

Landlord be disputed, or should there be a change of ownership of the estate of Landlord by act of the parties or operation of law, Tenant may withhold rent thereafter accruing until furnished satisfactory proof of the person or entity entitled to receive such rent.

COVENANT NOT TO COMPETE

15. Landlord covenants and agrees that, during the term of this Lease, Landlord shall not, except with the written consent of Tenant, directly or indirectly, engage in or lease or permit to be occupied as a restaurant with the same or similar menu as Tenant from any premises owned or leased by Landlord within a radius of two (2) miles from the Leased Premises, including, without limitation, McDonald's, Burger King, Hardees, Wendy's, Kentucky Fried Chicken, or Church's Fried Chicken.

NOTICES PERTAINING TO LEASED PREMISES

16. Landlord shall promptly forward to Tenant any notice or other communication received by Landlord from any owner of property adjoining or adjacent to the Leased Premises or from any municipal or governmental authority regarding any hearing or other administrative procedure relating to the use of the Leased Premises or any adjoining or adjacent property.

REAL ESTATE TAXES

17. (a) Tenant shall pay the real estate taxes, as defined herein, directly to the taxing authorities. Landlord shall arrange for the bills to be sent directly to Tenant. Upon request, Tenant shall deliver to Landlord copies of the receipted tax bills.

(b) (i) Real estate taxes shall include all ad valorem real estate taxes levied or assessed by the lawful tax authorities during the term of this Lease upon the land and Improvements constituting the Leased Premises, and all assessments for public improvements levied or assessed by the lawful tax authorities during the term of this Lease as a direct result of the construction of the Improvements or any further construction by Tenant on the Leased Premises.

(ii) Real estate taxes shall not include: income, franchise, gross receipts, corporation, levy, excess profits, revenue, inheritance, devolution, gift, estate, payroll, or stamp taxes, by whatsoever authority imposed or howsoever designated; any tax upon the sale, transfer, or assignment of the title or estate of Landlord which at any

time may be assessed against or become a lien upon the Leased Premises, the leasehold of Tenant, or the rent accruing therefrom; and any assessments for public improvements commenced prior to the date of this Lease or which are a lien upon the Leased Premises, the leasehold of Tenant, or the rent accruing therefrom; and any assessments for public improvements commenced prior to the date of this Lease or which are a lien upon the Leased Premises on the date of this Lease, or any assessments levied subsequent to the date of this Lease for public streets, public sidewalks, sewers, water, or other installations or improvements not upon the Leased Premises, made at governmental expense, and not resulting directly from the construction of the Improvements or any further construction by Tenant on the Leased Premises.

(iii) Tax year shall mean the real estate fiscal tax year or tax years for which real estate taxes are levied by any lawful tax authorities.

(c) Landlord shall cause the Leased Premises to be maintained entirely within a single and separate tax parcel or lot.

(d) If permitted by law, Tenant may, at its option, pay the real estate taxes in installments, the accrual of interest notwithstanding. Tenant shall make payment as the installments become due and before any fine, penalty, interest, or cost may be added for nonpayment. Tenant shall pay only installments becoming due during the term of this Lease.

(e) Landlord and Tenant shall equitably adjust any real estate taxes or any installment for a tax year, a part of which is included within the term of this Lease and a part of which is included in a period of time before or after said term.

(f) If Landlord shall fail or refuse, upon the request of Tenant, to take steps to contest the validity or amount of the assessed valuation of the Leased Premises or of the real estate taxes imposed thereon for any tax year, Tenant may bring a contest by appropriate proceedings in the name of Landlord or Tenant. Landlord shall provide all documents, data, or other information required to enable Tenant to prosecute any such proceeding in a timely fashion. Should Landlord or Tenant obtain a remission or a refund of all or any part of the real estate taxes for any tax year, such party shall be entitled to be reimbursed out of such remission or refund for all of its costs and expenses in connection therewith, including, but not limited to, attorney's fees. Tenant shall be entitled to the net amount of such

remission or refund after payment of such costs and expenses, subject to equitable adjustment should any part be attributable to a period before or after the term of this Lease.

#### ASSIGNMENT AND SUBLETTING

18. (a) Tenant may sublease the Leased Premises, or any part thereof, or assign this Lease, without the consent of Landlord. Tenant agrees to deliver a copy of any assignment or sublease to Landlord within ten (10) days of execution. Any sublease or assignment shall not relieve Tenant from liability for payment of the rent herein provided or from the conditions and covenants of this Lease.

(b) Notwithstanding the last sentence in paragraph (a) above, in the event that Tenant shall be reorganized, or shall be merged or consolidated with, or shall sell all or substantially all of its assets to, any other corporation, and the resulting, surviving, or successor corporation shall, as the result of such reorganization, merger, consolidation or sale, succeed to substantially all of the assets of the business of Tenant, and shall in writing undertake and assume all of the liabilities and obligations of Tenant under this Lease, such resulting, surviving, or successor corporation shall automatically and without the necessity of further assignment become and be the Tenant under this Lease in accordance with and subject to all of the terms, provisions, and conditions hereof. The original Tenant, if it shall not be the corporation surviving such reorganization, merger, or consolidation, shall thereupon be relieved and released from all obligations of this Lease.

#### EVENTS OF DEFAULT

19. (a) Any one or more of the following events shall be considered an event of default hereunder: (i) the failure of Tenant to pay any one or more of the installments of rent or any other sum provided for in this Lease as and when the same becomes due, within thirty (30) days after written demand for the payment thereof is made by Landlord; (ii) the filing of a petition in bankruptcy or an arrangement or reorganization by or against Tenant, and Tenant fails to take steps within ninety (90) days to have such petition or appointment dismissed or set aside; (iii) the appointment of a receiver or trustee or other court officer for the assets of Tenant and Tenant fails to take steps within ninety (90) days to have such appointment vacated; or (iv) the violation by Tenant of any other of the terms, conditions or covenants in this Lease and the failure of Tenant to remedy such violation within thirty (30) days after written notice thereof is given by Landlord to Tenant, or if the violation cannot reasonably be cured within thirty (30)

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days, the failure of Tenant to commence a cure of the violation within such period.

(b) Upon the happening of any event of default, Landlord shall have the right either, upon thirty (30) days' written notice to Tenant, to terminate this Lease, or, upon thirty (30) days' written notice to Tenant, to re-enter and take possession of the Leased Premises and to use its best efforts to relet all or any portion of the Leased Premises, as agent of Tenant, for such term and for such use deemed satisfactory to Lessor, applying each month the net proceeds obtained from said leasing to the credit of Tenant, up to the amount due under the terms of the Lease and the balance to Tenant. Said leasing shall not release Tenant from liability hereunder for the rents reserved for the residue of the term hereof, but Tenant shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to Landlord in monthly installments on the date specified in this Lease for the payment of rent.

#### RIGHT OF FIRST REFUSAL

20. Tenant shall have the right of first refusal to purchase the Leased Premises as hereinafter set forth in this paragraph. If at any time during the term, or any renewal or extension thereof, Landlord shall receive a bona fide offer from a third person for the purchase of the Leased Premises, which offer Landlord shall desire to accept, Landlord shall promptly deliver to Tenant a copy of such offer, and Tenant may, within thirty (30) days thereafter, elect to purchase the Leased Premises on the same terms as those set forth in such offer, excepting that Tenant shall be credited against the purchase price to be paid by Tenant with a sum equal to the amount of any brokerage commission, if any, which Landlord shall save by a sale to Tenant. If Landlord shall receive an offer for the purchase of the Leased Premises, which is not consummated by delivering a deed to the offerer, Tenant's right of first refusal shall remain applicable to subsequent offers. If Landlord shall sell the Leased Premises after a failure of Tenant to exercise its right of first refusal, such sale shall be subject to this lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Leased Premises. If any acceptable third party offer to Landlord for the Leased Premises shall include other property, Tenant's right of first refusal shall be applicable to the Leased Premises alone, at a purchase price which shall be that part of the price offered by the third person, which the value of the Leased Premises shall bear to the value of all the

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property included in such third party offer. If the Leased Premises shall be conveyed to Tenant under this right of first refusal, any prepaid rent shall be apportioned and applied on account of the purchase price.

In the event the foregoing right of first refusal is exercised, Landlord shall convey a merchantable title in fee simple to said real estate by good and marketable warranty deed free and clear of all liens and encumbrances whatsoever. Within thirty (30) days of the date of the exercise of any such option, Landlord will furnish to Tenant a title insurance policy of a company acceptable to Tenant in its usual form, in the amount of the purchase price, showing good and merchantable title to the premises to be in Landlord free and clear of all liens and encumbrances. Landlord shall pay the premium applicable to such policy. Closing shall occur within sixty (60) days of the exercise. Rent shall be prorated as of the date of closing.

#### NOTICES

21. Notices hereunder shall be in writing signed by the party serving the same and shall be sent by registered or certified United States Mail, return receipt requested, postage prepaid, and if intended for Landlord, shall be addressed to the address of Landlord as hereinabove set forth and if intended for Tenant shall be addressed to the address of Tenant as hereinabove set forth or to such other address as either party may have furnished to the other as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time said notice is deposited in the United States Mail.

#### RECORDATION

22. ~~Either Landlord or Tenant shall be entitled to record this Lease, at its expense.~~

#### SUCCESSORS AND ASSIGNS

23. The covenants and agreements in this Lease shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

#### END OF TERM

24. Upon expiration or other termination of the term of this Lease, Tenant shall peaceably and quietly surrender the Leased Premises in good order and condition, reasonable wear and tear, depreciation arising from lapse of time, and damage by fire or other casualty excepted.

HOLDING OVER

25. Should Tenant continue to occupy the Leased Premises after the expiration of the initial or any extended term of this Lease, and should Landlord elect to accept rent thereafter, a tenancy from month to month only shall be created and not for any longer period.

ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY

26. This Lease contains the entire agreement between Landlord and Tenant, supersedes any and all other agreements, oral or written, and shall not be modified or waived in any manner except by an instrument in writing executed by the parties. If any term or provisions of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and year first above written.

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LANDLORD:

Sue A. Cybulsky  
Witness

T.H. Kittrell  
T.H. Kittrell

Sue A. Cybulsky  
Witness

Pamela C. Kittrell  
Pamela C. Kittrell

TENANT:

ATTEST:

JACK'S FOOD SYSTEMS, INC.

Sue A. Cybulsky  
Its Secretary

BY: [Signature]  
Its CEO

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T.H. Kittrell and Pamela C. Kittrell, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5<sup>th</sup> day of March, 1984.

Jean S. Payne  
Notary Public

STATE OF ALABAMA )  
Jefferson COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald D. King, whose name as C. E. O. of Jack's Food Systems, Inc., a 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 the 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 5<sup>th</sup> day of March, 1984.

Jean S. Payne  
Notary Public

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EXHIBIT A

C O R Y & H O R T O N , I N C .

P. O. BOX 334

PELHAM, ALABAMA 35124

663-7200

19 MARCH 1984

LEGAL DESCRIPTION: BUDDY KITTRELL

A parcel of land containing 0.62 acre, more or less, located in the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows:

Commence at the SW corner of the NW $\frac{1}{4}$  of said Section 13;

Thence run East along the South line of said NW $\frac{1}{4}$  a distance of 219.89 feet;

Thence turn left 69° 42' 38" a distance of 675.95 feet to the point of beginning; said point being on the Westerly right-of-way of Highway #31 and also being on a curve to the right having a central angle of 02° 34' 45" and a radius of 2390.74 feet;

Thence continue last course along the chord of said curve a distance of 107.61 feet;

Thence turn left from said chord 87° 43' 49" a distance of 160.00 feet;

Thence turn left 92° 16' 11" a distance of 198.32 feet to the Northerly right-of-way of Shelby County Highway #105;

Thence turn left 105° 24' 23" along said right-of-way a distance of 127.12 feet;

Thence turn left 38° 10' 47" along the right-of-way of the intersection of Highway #105 and said Highway #31 a distance of 62.88 feet to the point of beginning.

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

89 MAR 23 PM 2: 01

*Thomas P. Jourd'heuil, Jr.*  
JUDGE OF PROBATE

1. Dead Tax \$ 507.00  
2. Mig. Tax \_\_\_\_\_  
3. Recording Fee 27.50  
4. Indexing Fee 1.00  
TOTAL 545.50

*Johnye Horton*  
JOHNYE HORTON NLS #12496