

COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

APPROVED BY BIRMINGHAM AREA BOARD OF REALTORS
AMENDED OCTOBER, 1976

LEASE FORM
150-255CO

STATE OF ALABAMA }
Shelby ~~Jefferson~~ County }

This lease made this 6 day of December 1993 by and between _____

Jim Crew

hereinafter called "Lessor", by Jim Crew

as agent for the Lessor and by South Calera Grocery, Inc.

hereinafter called "Lessee":

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described premises in the City of _____, Alabama, to-wit:

South Calera Grocery, 10491 Highway 31 South, Calera, Alabama 35040, legally described as:

Inst # 1993-39184

12/08/1993-39184
02:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MJS 32.50

Use Subject to existing easements, if any, and the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Lessee as a grocery store, gas station, and associated purposes.

Term and for no other or different use of purpose, for and during the term of 3 years beginning on 1st day of December 1993 and ending on the 30th day of November 1997

Rent 1. In consideration whereof, the Lessee agrees to pay the Lessors agent at office of said agent,
2.
3. on the first day of each month of said term, in advance, as rent for said premises, the sum of Five Hundred DOLLARS (\$ 500.00) per month,
4. Five Hundred DOLLARS (\$ 6,000.00) per annum.
5. being at the rate of Six Thousand
6. Lessee agrees that a Service and Bookkeeping charge of \$10.00 shall become due and payable each
7. and every month that the rent has not been received in the office of Jim Crew by the 10th of the month.
8. Should premises be completed and turned over to Lessee either prior to, or after December 1, 1997
9. then in that event rent for such fractional month shall be pro-rated, and this lease term shall commence on the first day of the
10. next calendar month.

Quiet Enjoyment 11. This lease is made upon the following terms, conditions, and covenants: The Lessor covenants to keep the Lessee in possession of said premises during said term, but shall not be liable for the loss of use by eminent domain nor the failure or inability of the Lessee to obtain possession thereof provided the Lessor shall exercise due diligence and effort to place the Lessee in possession. Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representations or promises with respect to said building or the demised premises except as herein expressly set forth. The Lessee has examined the leased premises and accepts the same in the physical condition in which the same now exists (except as otherwise expressly provided herein.)

Condition of Premises 12. Should the roof of the building leak at any time during said term, due to no fault on the part of the Lessee, the Lessor will repair the same within a reasonable time after being requested in writing by the Lessee so to do, but in no event shall the Lessor be liable for damages or injuries arising from such defect or the failure to make said repairs after being so notified, except to the extent of the reasonable cost of repairing said roof; nor shall the Lessor be liable for damages or injuries arising from defective workmanship or materials, the Lessee hereby expressly waiving the same. Lessor and its agents, shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of, the Lessor, other than willfully wrongful acts of Lessor.

Roof 19. In the event air conditioning equipment or a part of any air conditioning equipment is installed on the roof of any building hereby leased, or in the event that the Lessee installs a sign on the roof, then Lessee shall be responsible for repairing any roof leaks, attributable to such installation, during the term of this lease at Lessee's sole cost and expense, but no such air conditioning equipment or sign may be installed until the consent in writing of the Lessor is first had and obtained thereto.

Air Conditioning and Signs 25. The Lessee will keep the roof and the leased grounds free of all cans, bottles, fragments, debris and trash, and the Lessee will keep the downspouts, gutters and drains clean, open and free of obstruction, and in good working order.

Roof and Drains, etc., Debris On 29. Lessor shall not be obligated or required to make any other repairs or do any other work on or about said premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein agree. All other portions of any building hereby leased shall be kept in good repair by Lessee and at the end of the term hereof, the Lessee shall deliver the demised premises to Lessor in good repair and condition, reasonable wear and tear excepted.

Repairs 31. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises.

Inspection and Showing 36. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do, such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessor reserves the right to visit and inspect said premises at all reasonable times and the right to show said premises to prospective tenants and purchasers, and the right to display "For Sale" and "For Rent" signs on said premises.

Paul Davis
3213-Selby-Clonburg R
Hoover AL 35226

Reinstatement 125. If this lease is terminated by the Lessor for any reason, including non-payment of rent, the Lessee pays the rent, attorney's fees and other charges and thus makes himself current, and/or remains or continues to be in possession of the leased premises
 126. or any part thereof, with the Lessor's consent, this lease will be considered reinstated, and will continue in effect as though it had
 127. not been terminated.
 128.

Improvements and Additions Property of Lessor 129. All improvements and additions to the leased premises shall adhere to the leased premises, and become the property of the
 130. Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures; said furniture and trade fix-
 131. tures are to remain the property of the Lessee, and may be removed by the Lessee two (2) weeks prior to the expiration of this
 132. lease, provided all terms, conditions and covenants of within contract have been complied with by Lessee and provided said
 133. Lessee restores the building and premises to its original condition, normal wear and tear excepted.

Fire & Other Casualty 134. In the event of the total destruction of, or partial damage to, the buildings upon the demised premises by fire or other
 135. casualty, Lessor shall proceed with due diligence and dispatch to repair and restore the buildings to the conditions to which
 136. they existed immediately prior to the occurrence of such casualty, at Lessor's cost and expense, provided such cost does not
 137. exceed the proceeds of insurance collected on the buildings, by reason of such casualty, the application of which insurance
 138. proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing
 139. the same; provided, further, that if the unexpired portion of the term or any extension thereof shall be two (2) years or less on
 140. the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value
 141. of said damaged leased premises, as estimated by two or more reputable contractors, Lessor may by written notice to the Lessee,
 142. within thirty (30) days after the occurrence of such casualty, terminate this lease. If Lessor exercises the above right to termi-
 143. nate this lease and Lessee elects to exercise an option of renewal privilege which Lessee may have under this lease, which if ex-
 144. ercised, would extend the unexpired term beyond two (2) years. Lessee may void such above notice of Lessor's right to terminate
 145. this lease by exercising such option renewal privilege within such thirty (30) day period. If the insurance proceeds are insufficient
 146. to effect such restoration or repairs, Lessor at its option may cancel this lease by written notice to Lessee within thirty (30)
 147. days after the occurrence of such casualty.

148. In the event the repairing and restoring of the buildings can not be completed within four (4) months after the date of
 149. occurrence of such casualty, as estimated by two or more reputable contractors, the Lessee shall have the right to terminate this
 150. lease upon giving written notice to Lessor within thirty (30) days from the date of occurrence of said casualty. From the date of
 151. such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall
 152. be allowed the Lessee.

Transfer or Assignment, Conditions 153. Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises,
 154. or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained
 155. thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-lessee must assume, in writing, all the ob-
 156. ligations of the Lessee hereunder, but such assumption shall not operate to release the Lessee from any agreement or
Lease Assignment Fee Clause 157. understanding on the part of the Lessee expressed or implied in this lease. If a lease assignment is consummated for this Lessee or
 158. any one or more assigns before expiration term of this lease, then the Lessee or his subsequent assigns shall pay a \$
 159. assignment fee to agent for each and every lease assignment made.

Notices and Demands 160. All notices and demands authorized or required to be given to the Lessee under any provision hereof must be in writing, and
 161. may be delivered to the Lessee in person or left on or in the leased premises or shall be conclusively deemed to have been de-
 162. livered to the Lessee if the same be deposited in the United States mail addressed to the Lessee at the leased premises, with the
 163. proper postage affixed thereto. All notices herein authorized are required to be given to the Lessor may be given by certified mail,
 164. addressed to the Lessor at the address of the Lessor shown on page 1 of this lease, or in care of the Lessor's rental agent at that
 165. time authorized by the Lessor to service this lease, and said notices must be in writing.

Agents Commission Agreement 166. THE COMMISSIONS PAYABLE FOR THE SALE, LEASE OR MANAGEMENT OF PROPERTY ARE NOT SET BY THE
 167. BIRMINGHAM BOARD OF REALTORS BUT IN ALL CASES ARE NEGOTIABLE BETWEEN THE BROKER AND THE
 168. CLIENT.
 169. Lessor in consideration of the services rendered by **None** as agent of
 170. Lessor in leasing said premises to Lessee, does hereby authorize said
 171. its successors or assigns, to collect and receipt for the rents payable hereunder during the entire term hereof and any renewals
 172. or extensions of the within lease, whether renewed or extended, or the premises re-leased to the Lessee hereunder, or Lessee's
 173. successors or assigns, and hereby agrees to pay to the said
 174. successors or assigns, for the services rendered in effecting this lease or any renewal, extension, or re-leasing as above provided,
 175. (an amount equal to _____ per cent of all rents paid by virtue thereof, whether or not affected by
 176. _____ or any other person, firm or corporation, or whether or not said rent is paid
 177. _____ its successors or assigns, payment of said commissions to be made
 178. _____ direct to
 179. _____ as and when rents are received by the Lessor, its successors or assigns, and the said
 180. its successors or assigns shall be entitled to said commission from the present Lessor, the Lessor's personal representative, heirs,
 181. successors, assigns, or grantees in title of the property herein described, and the same shall be charged upon the land, tenements
 181. and hereditaments herein described.

182. As a further consideration for the services rendered by _____ if the
 183. term of this lease is for twelve (12) months or less the Lessor agrees to pay the agent _____ % of all rents paid as com-
 184. mission instead of the aforementioned _____ % provided for in the preceding paragraph; if the term of this lease is in
 185. excess of one year and less than three years, Lessor agrees that in addition to said commission provided in the preceding
 186. paragraph, said agent shall be entitled to receive _____ rent payable hereunder, or, if this lease term is
 187. for three years or more, to receive _____ rent payable hereunder, but percentage commission stated above
 188. shall not apply on said first month's rent; and this additional _____ rent commission shall not be paid
 189. to the agent for any lease renewal or extension to the herein named Lessee.

190. In the event the within lease is cancelled or terminated by virtue of any act or default by the Lessor, including the sale of
 191. the leased premises, the Agent shall be entitled to be paid an amount equal to the full commission which the Agent would have
 192. earned, provided the lease had not been cancelled or terminated.

Agents Repair and Improvement 193. If the Lessor undertakes to make any improvements or repairs on the leased premises during the term of this lease, the
 194. cost of which exceeds \$ **N/A**, and if the agent supervises the same, the Lessor agrees to
 195. pay the said agent a reasonable fee for the additional services rendered.

Lessee Will Hold Harmless 196. Lessee will indemnify and hold Lessor and Lessor's agent free and harmless from all demands, claims and suits or expenses
 197. caused by any default committed hereunder on the part of the Lessee. Lessee will further indemnify and save harmless Lessor and
 198. Lessor's agent from any loss, cost, damage and/or expenses caused by injuries to persons or property while in, on or about the de-
 199. mised premises, not attributable to the willfully wrongful act of the Lessor or Lessor's agent. Any property stored in the demised
 200. premises shall be at the sole risk of Lessee.

Waiver of Subrogation Rights 201. Neither Lessor nor Lessee shall be liable to the other for any loss or damage from risks ordinarily insured against under
 202. fire insurance policies with extended-coverage endorsements, irrespective of whether such loss or damage results from their
 203. negligence or that of any of their agents, servants, employees, licensees or contractors to the extent that such losses are covered
 204. by valid and collectable insurance on the property at the time of the loss.

Holdover 205. Should the Lessee continue to occupy the premises after the expiration of the said term or after a forfeiture incurred,
 206. whether with or against the consent of the Lessor, such tenancy shall be a tenancy at sufferance and in no event a tenancy from
 207. month to month, or from year to year.

Non-Waiver 208. The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this
 209. lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such
 210. covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with
 211. knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of
 212. any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor.

Non-Waiver
Eminent
Domain and
Condemn-
ation

213. If all or any part of the demised premises is taken by eminent domain ("eminent domain" shall include the exercise of any
214. similar power of taking, and any purchase or acquisition in lieu of condemnation), or in the event the improvements are con-
215. demned and ordered torn down or removed by lawful authority, then the term of this lease shall cease as of the date possession
216. shall be taken by the condemning authority, or as of the date improvements are ordered torn down or removed, whichever may
217. be applicable, with the rent to be apportioned as of the date of such taking or of such order, as the case may be; provided,
218. however, if as a result of a partial taking of the demised premises by eminent domain, the ground floor area of the building
219. forming a part of the demised premises is reduced by not more than twenty-five percent (25%), the Lessor may elect to con-
220. tinue the term of this lease and to restore, at Lessor's expense, the remaining premises to a complete architectural unit with
221. storefront, signs and interior of equal appearance and utility as they had previous to the taking, but there will be prorata re-
222. duction of the rent payable each month. The Lessor shall be deemed to have exercised its said option to restore the premises un-
223. less, within 30 days after the date of taking, the Lessor shall notify the Lessee in writing of its election to terminate this lease. The
224. Lessor shall be entitled to receive all of the proceeds of any total or partial taking of the demised premises by eminent domain,
225. including any part of such award as may be attributable to the unexpired leasehold interest or other rights of the Lessee in the
226. premises, and the Lessee hereby assigns, and transfers to the Lessor all of the Lessee's right to receive any part of such proceeds.

Clean
Premises
Upon
Termina-
tion, etc.

227. The Lessee hereby agrees that upon the expiration or prior termination of this lease, the Lessee will promptly remove
228. from the leased premises all signs, trash, debris and property of the Lessee, and the Lessee will leave the floors, stairs, passage-
229. ways, elevator and shafts as clean as it is possible to clean them by means of the use of broom and shovel.

Taxes and
Insurance

230. In the event that during the term of this Lease or any renewal period thereof, the total real estate taxes, special assessments,
231. or insurance cost levied or assessed on the subject property owned by Lessor should be increased over and above the Real Estate
232. taxes, special assessments or insurance costs for the first full lease year, then Lessee shall pay to Lessor as additional rent a pro-
233. rata share of such increased taxes, special assessments, or insurance costs which shall be in the proportion which the total area
234. of the Leased Premises bears to the total building area owned by the Lessor of which these premises are a part.

Addendum
Clause

235. This lease consists of _____ pages together with an Addendum of _____ pages which is attached hereto,
236. initialed by the parties and incorporated in this lease by reference. In case of conflict between the printed portion of this lease
237. and the Addendum, the terms of the Addendum shall prevail.

238. It is understood and agreed by the parties hereto that this lease shall be binding upon the Lessee, its executor, adminis-
239. trator, heirs, assigns or successor.

FURTHER TERMS AND CONDITIONS MADE A PART HEREOF

Lessee has the option to renew the lease for 3 years by giving notice of said renewal or by holding over and continuing possession after the expiration of the lease term. *Rent on option increases to 777.00 Per Month*

Lessor covenants that he is the owner of the lease premises, is entitled to lease said premises, and has leased these premises to no other persons.

Res

Inst # 1993-39184

12/08/1993-39184
02:12 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 NJS 32.50

IN WITNESS WHEREOF, the Lessor and the Lessee have respectively executed these presents this

6 day of *December*, 19*93*

Agent

Witness for Lessor:

[Signature] (Lessor)

SOUTH CALERA GROCERY, INC.

By: *Paul Davi* (L. S.)
President Lessee

Witness for Lessee:

(L. S.)
Lessee