

Prepared by:
Wayne M. Jones, Attorney
59 Choctaw Lane, Indian Springs, AL
205-682-8000


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY)

Commercial Ground Lease with Improvements

This Lease Agreement is made this 4th day of May, 2017, by and between Betre Realty Company, Inc., hereinafter referred to as Lessor, and Patrick Wright, hereinafter referred to as Lessee.

Whereas, Lessor and Lessee desire to enter into this lease agreement for the following described property under the terms and conditions contained herein;

Parcel Contains .64 Acre and is described as in exhibit "A" attached hereto and made a part hereof as though fully set out herein. Access to the leased parcel is provided by and subject to a shared access easement as described therein. Subject to ingress/egress & utility easements as shown by exhibit "A", setbacks, right-of-ways, easements and restrictions as recorded in the office of the Judge of Probate, and present zoning.

The Lessor and the Lessee, for and in consideration of the mutual covenants contained in this lease herein, which constitutes good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

- 1) Description: Lessor hereby leases to the Lessee the above described Premises for the limited purpose of conducting a lawful business on the Premises under the terms and conditions and limitations herein.
- 2) Term: The term of this lease shall be for a period of eighty eight years, commencing on the 4th day of May, 2017 and ending on the 3rd day of May 2105.
- 3) Rent: Lessee agrees to pay on or before the anniversary date of this lease or within 30 days after lessor's invoice, whichever falls first and Lessor agrees to accept as rent the amount of Sixty Dollars per annum plus the pro-rata share of Property taxes, fees and charges that are assessed for or as a result of the described leased property and all improvements. Lessee additionally will pay the payments under the promissory note and mortgage of the leasehold improvements.
- 4) Lessor's Address: The Lessor's mailing address for all rent payments and notices provided herein shall be 50 Commerce Drive, Pelham, Alabama 35124, or such other place or places as the Lessor notifies Lessee of from time to time, in writing.
- 5) Lessee's Address: Lessee agrees that all notices shall be sent to Lessee at the leased Premises unless lessee notifies Lessor in writing of a new or different address. If the Lessee does not have an official United States mailbox or physical

mailing address the Lessor may deliver any notice by posting the same on the Lessee's exterior door.

6) Notices: All notices, demands or otherwise as provided herein and sent, given or made, pursuant to this lease by either party, shall be deemed to have been fully given or sent when made in writing and deposited in the United States mail, registered or certified with postage prepaid and addressed to the parties' address as above stated. Either party may change their notice address by written notice to the other party as provided herein.

7) Possession: Lessor hereby delivers possession of the leased property and any improvements thereon to the Lessee and the Lessee accepts the same in their current condition.

8) Uses of Premises: Lessee shall use the existing Premises for any lawful purpose, so long as the said use does not interfere with the use of the adjoining property. Lessee agrees to not allow loud noise or offensive odors that will effect the enjoyment and use of the adjoining properties. Property will not be used for any purpose that violates the Zoning restrictions.

9) Prohibited: Lessee shall comply with all applicable laws during the term of this Lease Agreement and will not allow any action or lack of action which might result in any penalty or cause of action that can effect a penalty, lien or forfeiture of Lessor's title to the Premises.

10) Encumbrance of Lessee's Leasehold Interest: Lessee's leasehold interest in the Premises along with all buildings and improvements are subject to the mortgage or indebtedness as security for the indebtedness of the Lessee. Lessee agrees that there will be no additional mortgages placed on the leaseholder's interest in the lease, Premises, buildings, or improvements and that as the debt is reduced there will be no re-borrowing without lessor's approval in writing. If said mortgage or indebtedness is assigned or transferred the Lessor incurs no obligation to duplicate or copy any party as regards to any notices provided herein and the Lessee will remain liable under all of the terms contained herein unless released in writing signed by each and all Lessors. Any default under the terms of the Note or Mortgage will constitute a breach of the terms of this Lease.

11) Subletting and Assignment: Lessee may sublet the Premises in whole or in part without the Lessor's consent. No sublease or assignment shall release the Lessee or restrict, reduce or in any way affect the obligations of the Lessee under this lease.

12) Taxes and Assignment:

A. Taxes as additional rent: As additional rent under this Lease Agreement, Lessee shall pay and discharge as they become due, and before any delinquency, all taxes, assessments, special assessments, rates, charges, license fees,



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municipal liens, levies, excises, or impost, whether general or special or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all government charges of whatever name, nature or kind, which may be levied, assigned, charged, imposed, or which may become a lien or charge on or against the demised Premises, or any part of the Premises, the leasehold of Lessee in and under this Lease Agreement, the Premises described in this Lease Agreement, any building, or buildings, or any other improvements now or later placed on the Premises, or on or against Lessee's estate created by this Lease Agreement that may be subject of taxation, or any made by any municipal or political subdivision for local improvements, or on or against Lessor by reason of Lessor's ownership of the real property underlying this Lease Agreement, during the entire Term of this Lease Agreement.

B. Contesting Taxes: Lessee shall be permitted to contest the validity or amount of any tax, assessment, levy, or other governmental charge upon giving the Lessor at least Thirty (30) days written notice prior to the commencement of any such contest, and securing a sufficient surety bond with the Lessor named as the beneficiary to protect the Lessor against any such tax, levy, assessment, rate, or governmental charge, and from any cost liability or damage arising out of any such contest.

C. Payment, Proration and Receipts: All taxes and Assessments provided herein shall be prorated as of the date of this lease for the first and last year of the lease. Lessee shall pay all such taxes that can be paid directly to the taxing authority and provide a copy of the paid receipt to the Lessor. Any such fees and assessments that are required to be paid by the Lessor, of which a portion is a result of the demised property or Lessee's leasehold interest will be calculated, based on the square footage of the leased real property and or the specific improvements thereon, and said sum shall be additional rent that shall be paid and discharged by Lessee as they become due, and before any delinquency.

13. Alterations, Improvements and changes: The Lessee shall be permitted to make such alterations, improvements, and changes to the leased land, signage or building that may, from time to time, be on the demised Premises, subject to other terms contained herein. No structure shall be built within twenty (20) feet of the lease line without landlord's written consent.

14. Repairs and Improvements: Lessee shall keep and maintain the demised Premises, including any and all buildings and improvements of every kind in good condition throughout the terms of this lease, at the lessee's cost and without any expense to the Lessor. The Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature, or description, to the demised Premises or any building, structure or improvements thereon.

15. Compliance with laws: Lessee shall comply and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws and



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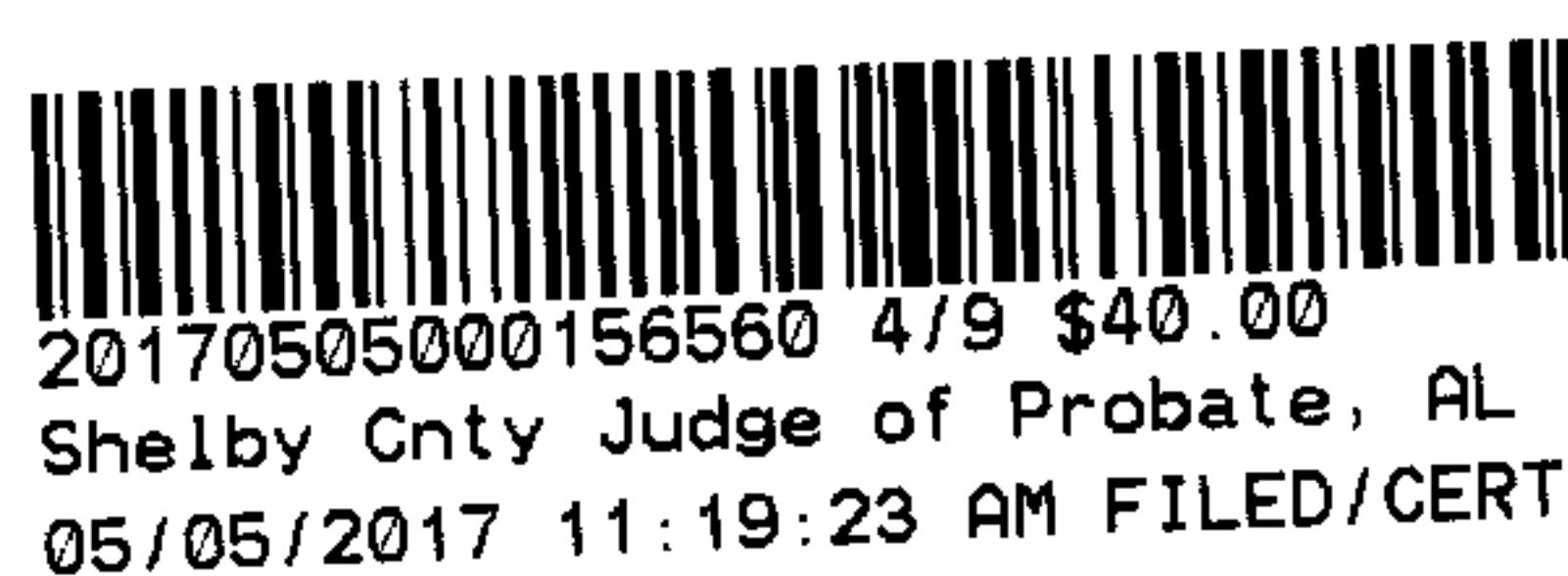
regulations affecting the Lessee's business, leasehold interest, the Premises, the improvements, or any activity or condition on, in or about the Demised Premises.

16. Utilities and Operation Cost: Lessee shall fully and promptly pay all charges, costs, deposits, fees or expenses of every kind for water, gas, heat, power, telephone service, cable or other utilities of every kind or nature furnished to the Premises throughout the term of this lease agreement. Lessee further agrees to pay for all services contracted for the use and operation and maintenance of the Premises or otherwise provided to said Premises including all products, materials, contractor or materialman fees. Lessee agrees to hold the lessor harmless from any and all responsibility, cost, or expense related to any charges, costs, deposits, fees, or expenses for utility services, or the operation or maintenance of the Premises, or and driveway, road, or parking areas on the Premises.

17. Liens: Lessee shall keep the demised Premises and every part there of, including all buildings and other improvements free and clear of any and all mechanics, material suppliers' or other liens. Lessor shall not be liable for any loss, injury, death, or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death, or damage shall be caused by or in any way results from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matter or things above set forth. Lessee shall indemnify Lessor against any and all claims, liability, loss or damage whatsoever on account of any loss, injury, death or damage. Lessee waives all claims against Lessor for damages to the building and improvements that are now on or later placed or built on the Premises and to the property of Lessee in, on, or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents or employees.

18. Attorney Fees: If any action at law or in equity shall be brought to recover any rent under this Lease Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease Agreement or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's cost, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

19. Option to Renew: Lessor grants to Lessee, subject to the conditions set forth below, the right and option to renew the Lease Agreement for a period of fifty years, beginning on the expiration date of this lease, at the same rental rate and subject to the same terms and conditions contained in this Lease Agreement. This option must be exercised by giving the lessor, on or before sixty days of expiration, a written



notice of the exercise of the option by Lessee, but lessee shall, in no event, be entitled to renew the term of this Lease Agreement, even though the notice be timely given, unless the Lessee shall have timely performed all of its obligations under this Lease Agreement, and shall not be in default in the performance of any such obligations, on the expiration of the initial term of this Lease Agreement.

20. Insurance:

A. Insurance of the Premises: Lessee shall at all times during the term of this Lease Agreement and at lessee's sole expense, keep all improvements that are now or later a part of the Premises insured against loss or damage.

B. Personal Injury Liability Insurance: Lessee shall maintain in effect throughout the term of this Lease Agreement personal injury liability insurance covering the Premises and naming the Lessor as an additional insured.

21. Involuntary Assignment: Neither this Lease Agreement, nor the leasehold estate of Lessee, nor any interest of Lessee under this Lease Agreement in the Premises or in the building or improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever (except through statutory merger or consolidation, or devise or intestate secession); any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

22. Default: In the event of any breach of this Lease Agreement by Lessee, lessor in addition to any other rights or remedies it may have, shall have the immediate right to reentry and may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at a cost and for the account of Lessee. Should Lessor elect to reenter, as provided in this Lease Agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease Agreement or it may from time to time, without terminating this Lease Agreement, relet the Premises or any part of the Premises for such term or terms (which may be for a term extending beyond the term of this Lease Agreement) and at such rental or rentals and on such terms and conditions as lessor in the sole discretion of lessor may deem advisable with the right to make alterations and repairs to the Premises. On each reletting: (a) Lessee shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this Lease Agreement, the expenses of reletting and of making such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease Agreement for a period of reletting (up to but not beyond the term of this Lease Agreement) exceeds the amount agreed to be paid as rent for the Premises for the period on reletting; or (b) at the option of Lessor, rents received by the Lessor from reletting shall be applied first to the payment of any indebtedness, other rent due under this Lease Agreement from Lessee to lessor; second, to the payment of any expenses of reletting and making alterations and repairs; third, to the payment of rent due and unpaid under this Lease Agreement, and the residue, if any, shall be held by lessor and applied in

payment of future rent as it may become due and payable under this Lease Agreement. If Lessee has been credited with any rent to be received by reletting under option (a) above, and the rent was not promptly paid to lessor by the new tenant, or if the rentals received from of relating under option (b) above, during any month is less than that to be paid during that month by Lessee under this Lease Agreement, Lessee shall pay any deficiency to lessor. The deficiency shall be calculated and paid monthly. No reentry or taking possession of the Premises by Lessor shall be construed as an election on the part of lessor to terminate this Lease Agreement unless a written notice of such intention is given to Lessee or unless the termination of this Lease Agreement is decreed by a court of competent jurisdiction. In spite of any reletting without termination, Lessor may, at any subsequent time, elect to terminate this Lease Agreement for such previous breach. Should Lessor at any time terminate this Lease Agreement for any breach, in addition to any other remedy it may have, Lessor may recover from Lessee all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth of the time of termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease Agreement for the remainder of the term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amount shall be immediately due and payable from lessee to lessor.

23. Eminent Domain:

A. Total Condemnation: If the Premises in their entirety shall be appropriated or taken under the Power of eminent domain by any public or quasi-public authority, this lease agreement shall terminate and expire as of the date of the taking, and lessee shall then be released from any liability subsequently accruing under this Lease Agreement.

B. Partial Condemnation: If a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the Premises, or if the remainder of the Premises is not one undivided parcel of property, lessee shall have the right to terminate this Lease Agreement as of the date of the taking, upon Lessee giving Lessor written notice of termination within sixty days after Lessor notifies Lessee in writing that the property has been appropriated or taken.

If there is a partial taking and lessee does not so terminate this Lease Agreement, then this Lease Agreement shall continue in full force and effect as to the part not taken, and the rental along with all other terms of this Lease Agreement shall remain in full force and effect for the remainder of the term.

C. Condemnation Award: In the event of a partial or total taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall have the right to make a claim against the condemning or taking authority for the amount of any damage done to them as a result of the condemnation or taking.



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24. Disposition of Improvements upon Termination: On termination of this Lease Agreement for any cause, Lessor shall become the owner of any building or improvements on the Premises.

25. Remedies Cumulative: All remedies conferred on Lessor in this Lease Agreement shall be deemed cumulative and no one exclusive of the other, or of any other conferred by law.

26. Governing Law: This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

27. Entire Agreement: This Lease Agreement shall constitute the entire Lease Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding on either party except to the extent incorporated in this agreement.

28. Modification of Agreement: Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party.

29. Legal Capacity: The Lessor and Lessee certify, attest, and confirm that they have the legal capacity and authority to enter into this agreement and enter into this Lease Agreement under their own volition.

WITNESS our signatures as of the 4th day of May, 2017.



Lessee: Patrick Wright

Betre Realty Company, Inc.

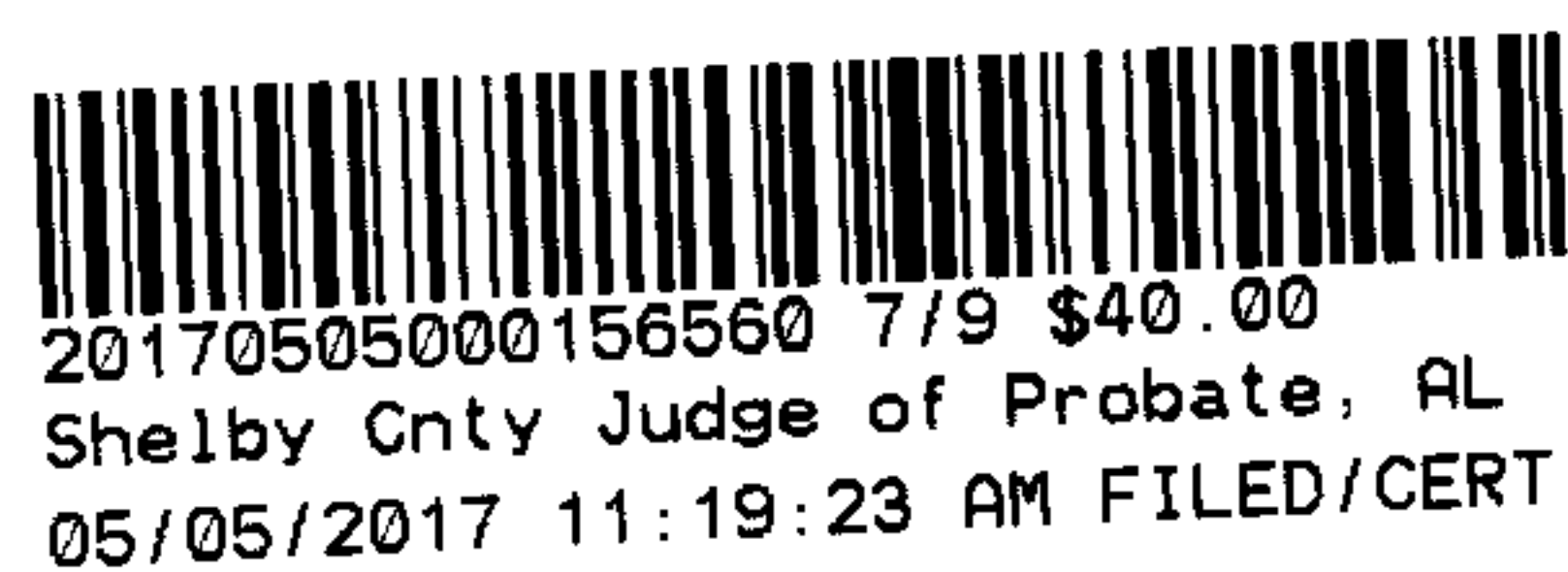
By: 

Kenneth W. Bettini, It's: President

Witnessed by:

By: _____

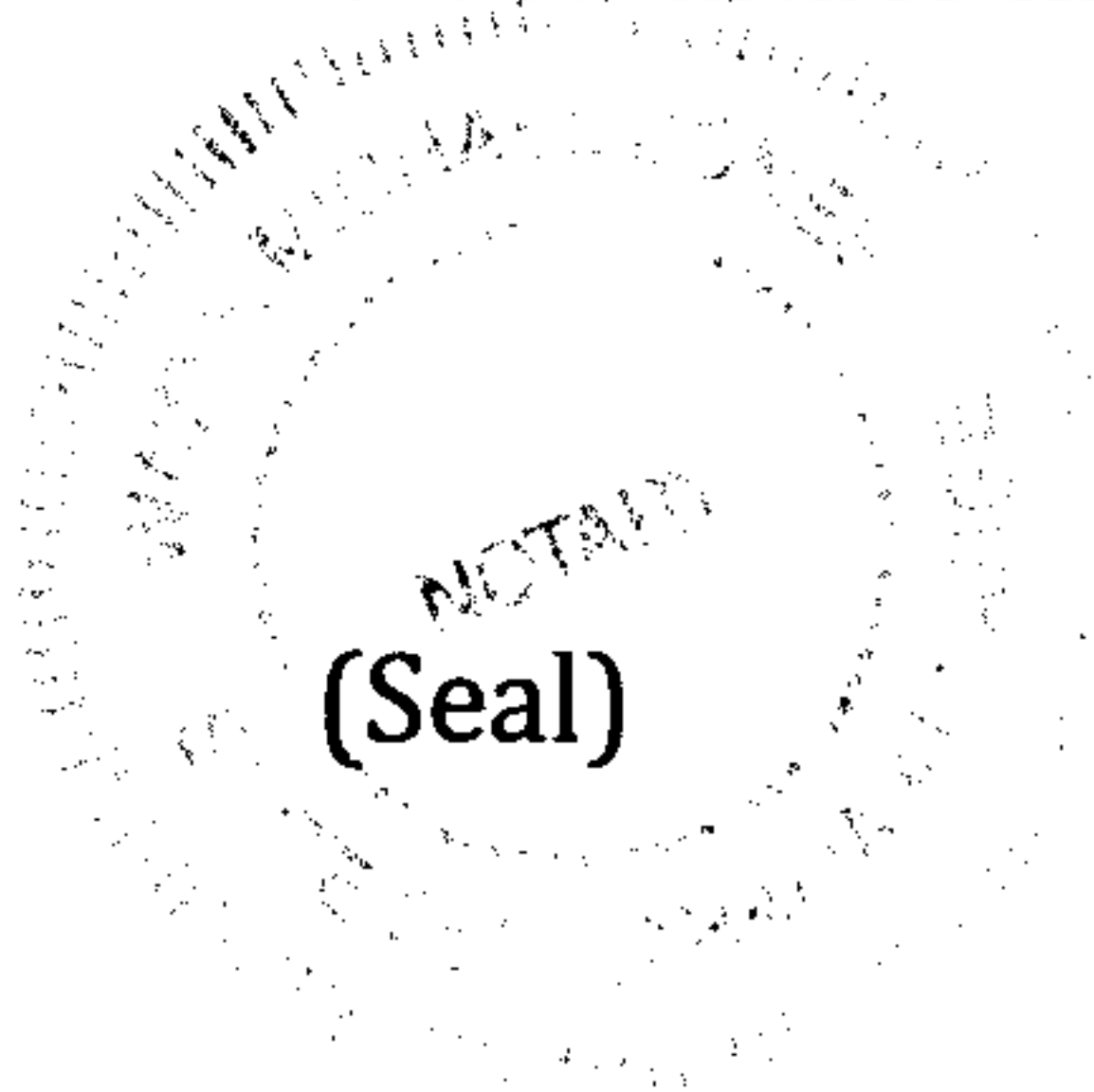
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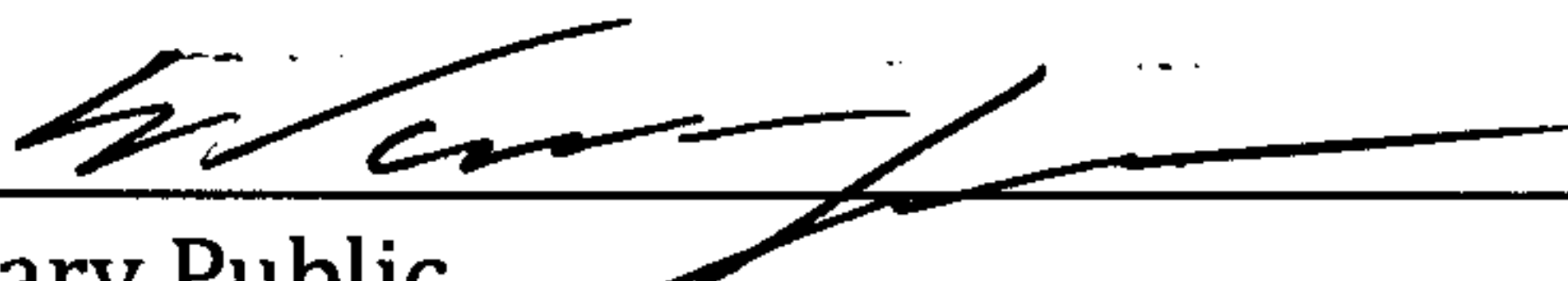


STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Wayne Michael Jones, a Notary Public in and for said County in said State, hereby certify that Patrick Wright, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, AD., 2017.





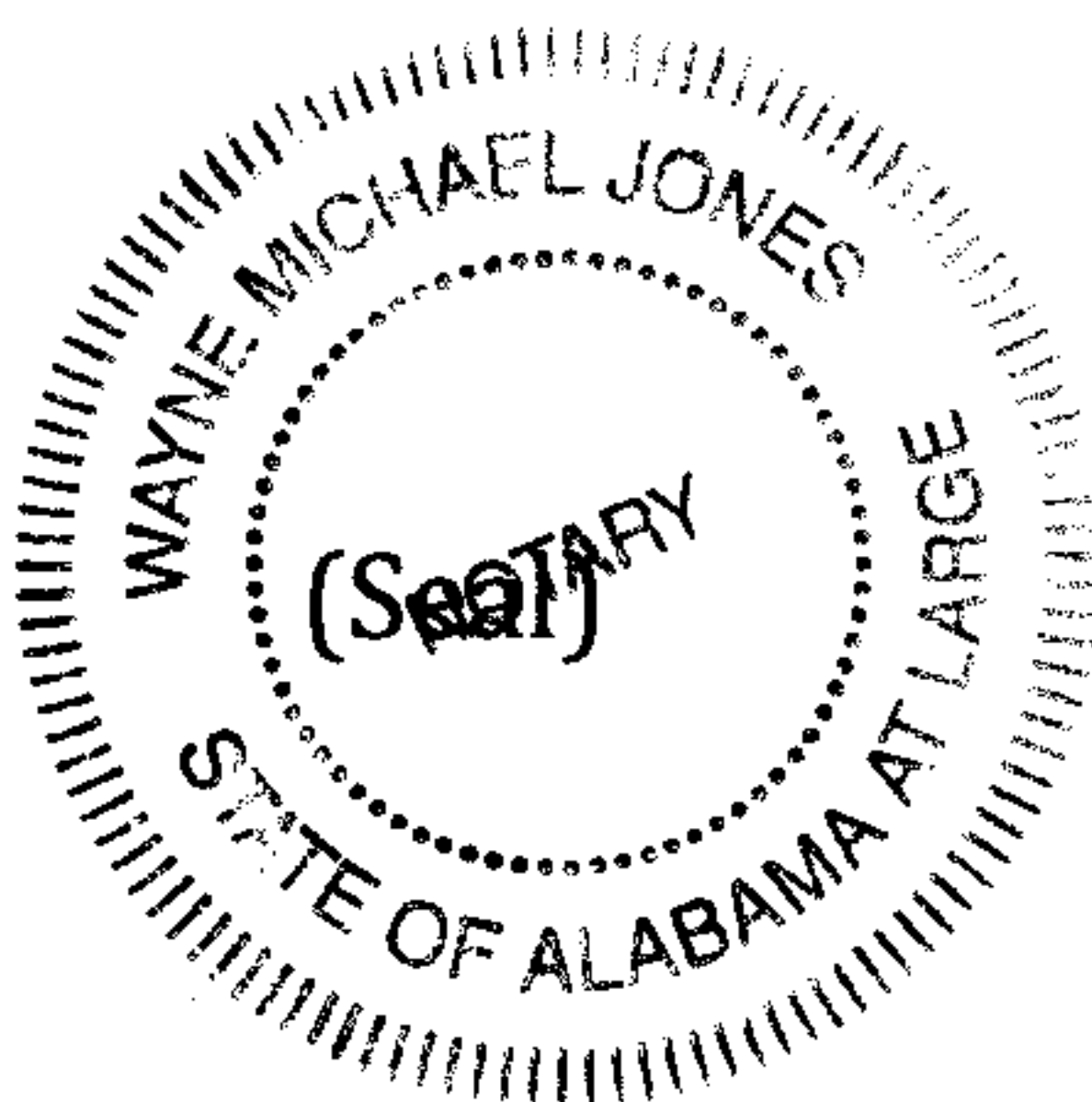
Notary Public
My Commission expires: 8/9/2020

STATE OF ALABAMA)
SHELBY COUNTY)

CORPORATE ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Kenneth W. Bettini whose name as President of Betre Realty Company, Inc., 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, and as such officer and with full authority, executed the same voluntarily for and as the act of said Betre Realty Company, Inc., on the day the same bears date.

Given under my hand and official seal this 4th day of May, A.D., 2017.

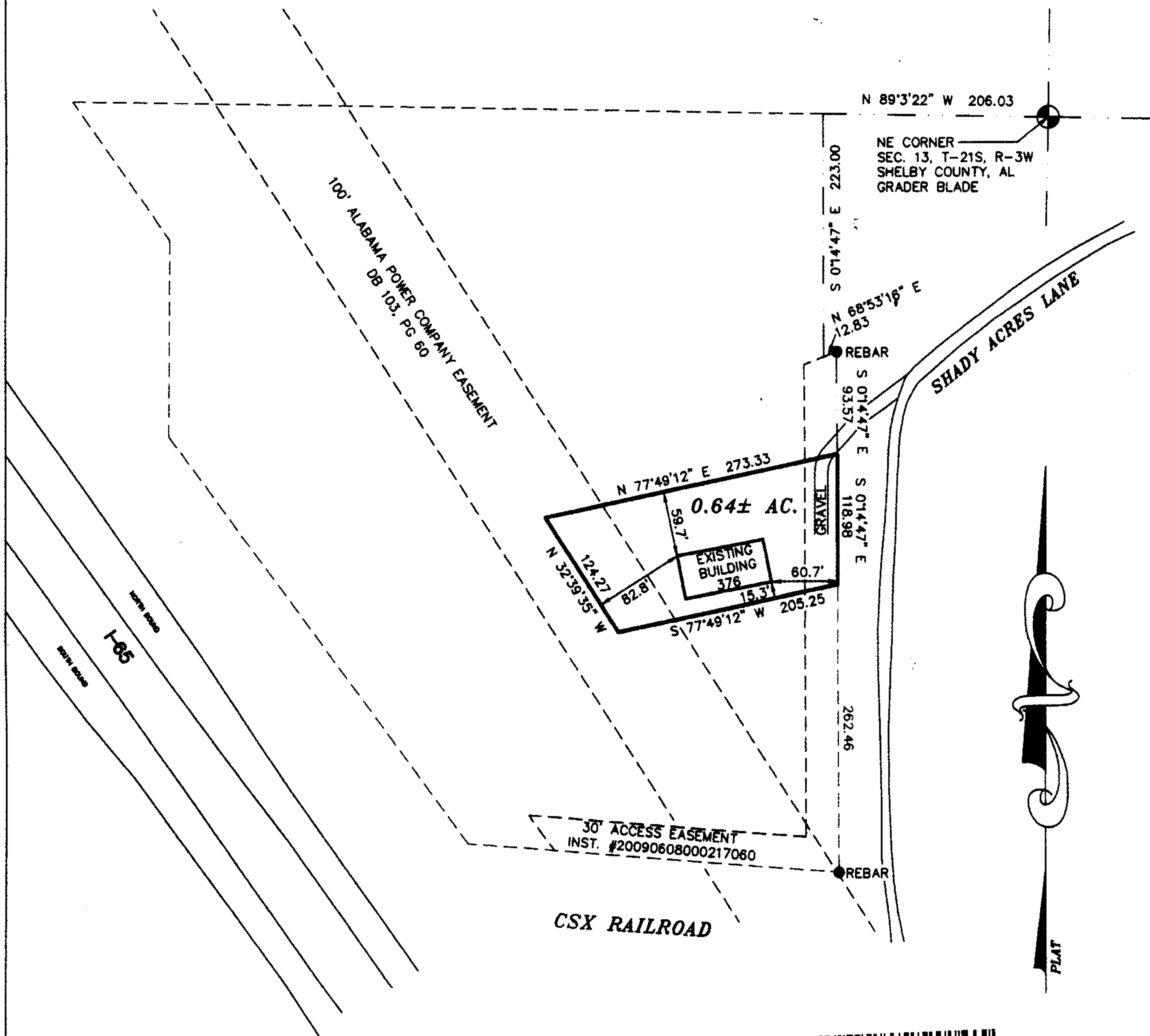




Notary Public
My Commission expires: 8/9/2020


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EXHIBIT "A"



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Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N89°03'22"W, a distance of 206.03'; thence S00°14'47"E, a distance of 223.00'; thence N68°53'16"E, a distance of 12.83'; thence S00°14'47"E, a distance of 93.57' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 118.98'; thence S77°49'12"W, a distance of 205.25'; thence N32°39'35"W, a distance of 124.27'; thence N77°49'12"E, a distance of 273.33' to the POINT OF BEGINNING.

Said Parcel containing 0.64 acres, more or less.

NOTES:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

Based on a survey completed by Robert Weimorts, dated November 11, 2009.



LEGEND	
○	1/2" REBAR SET
●	IRON PIN FOUND
—	R.O.W.
—	RIGHT-OF-WAY
—	NOT TO SCALE
—	UTILITY POLE
—	OVERHEAD UTILITIES
(M)	FIELD MEASURED
(P)	PLAT / RECORDED MAP
▨	COVERED DECK/PORCH
▨	DECK/PORCH

JOB NO. 14350BLD376
DATE 1/13/17 DATE OF FIELD SURVEY
ADDRESS SCALE 1" = 100'
DRAWN BY H. LETTS CHECK BY R.Y.S.

RODNEY SHIFLETT SURVEYING

P.O. BOX 204
COLUMBIANA, ALABAMA 35051
TEL. 205-669-1205 FAX. 205-669-1298