

ALABAMA GROUND COMMERCIAL LEASE

This Land/Ground Lease is made this 22nd day of July, 2025 by and between **Betre 6 Management LLC, previously known as Betre Realty Company, Inc.**, hereinafter referred to as Lessor, and **Deep Southern Pride, LLC**, 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 conditional contained herein;

Lease Parcel is described in Exhibit "A" attached hereto and made a part hereof as though fully set out herein. Access to the parcel is provided by use of a shared access easement. Subject to all recorded easements and restrictions including a twenty foot public easement along the southern property line of said property for ingress and egress to the adjoining and remaining property.

NOW THEREFORE, in consideration of the mutual covenants contained herein which constitutes good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PREMISES: Lessor hereby leases to Lessee the above described premises for the limited purpose of conducting a lawful business consistent with the laws and regulations of the city and county wherein the property is located and subject to the terms, conditions and limitations contained herein
2. TERM: The term of this Agreement is for Ninety Nine (99) years commencing on the 1st day of May, 2025 and ending on 30th day of April, 2125, unless terminated or modified as provided herein.
3. RENT: Lessee shall pay Sixty Dollars (\$60.00) per annum in advance as rent plus the pro-rata share of property taxes, fees and charges against the entire parcel and all improvements, to Lessor or Lessor's Agent if designated in writing by the Lessor.
4. Possession: Lessor hereby delivers possession of the lease property and any improvements thereon to the Lessee and the Lessee accepts the same in the current condition.
5. FEES: Lessee agrees to pay late fees in the amount of One hundred Fifty Dollars (\$150.00) if Lessee fails to pay rent by December 31 of each year or any assessed amount within 30 days of receipt of notice of said amount becoming due. Failure to pay said sums shall constitute a default herein.

condition.

5. FEES: Lessee agrees to pay late fees in the amount of One hundred Fifty Dollars (\$150.00) if Lessee fails to pay rent by December 31 of each year or any assessed amount within 30 days of receipt of notice of said amount becoming due. Failure to pay said sums shall constitute a default herein.
6. Use of the Premises: Lessee shall use the premises for any lawful purpose, so long as said use does not interfere with the use of the adjoining property. Lessee agrees to not allow loud noise or offensive odors that will affect the enjoyment and use of the adjoining properties. The leased property will not be used for any purpose that violates the Zoning restrictions.
7. 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 affect penalty, lien or forfeiture of any adjoining leasehold or landlords interest or title to the premises.
8. 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. This lease is assumable after proper notice and certification by any note and structure mortgage holder for improvements located on the herein leased parcel, in the case of default under the terms of a default under the terms of the note and Mortgage.
9. Subletting and Assignment: Lessee may sublet the Premises in whole or in part upon notice to the Lessor as provided herein, 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.
10. Taxes and Assessments:
 - 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, 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 or whatever name, nature or kind, which may be levied, assessed, charged, or 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 on the premises, or on or against Lessee's estate created

by this lease agreement that may be subject of taxation, or otherwise 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. 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. 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.

11. **CONDITION:** Lessor agrees to allow Lessee quiet enjoyment of the Premises during the Term provided that Lessee performs and fulfills the duties of Lessee agreed to herein. Nothing herein shall be construed as a warranty that the Premises are in good condition or fit for the use in which Lessee intends to use the Premises. Lessee has inspected the Premises and accepts the Premises, acknowledging that said land and improvements will not prevent Lessee's use or occupancy and agrees that the Premises are suitable for Lessee's use.

12. **NUISANCE:** Neither Lessee, nor Lessee's agents, employees or licensees shall engage in any conduct including any noise, odor, or smoke which interferes with the quiet enjoyment of the Lessor or any third parties occupying or using buildings or areas adjacent to the Premises.

13. **LESSEE'S OBLIGATIONS FOR PREMISES MAINTENANCE:**

- a. The Lessee shall be permitted to make alterations, improvements, and changes to the leased premises subject to the other terms contained herein. No structure (any roofed or walled area) shall be built or allowed within twenty (20) feet of the lease line without landlord written consent.
- b. Lessee is obligated to pay all utility and services charges associated with the Premises.

- c. Lessee shall keep and maintain the demised premises, including vacant land in good condition throughout the term of this lease, at lessee's expense and without any expense to the Lessor. The Lessor shall not be obligated to make any repairs, replacement or renewals of any kind, nature or description, to the demised premises, any buildings, structures, improvements, or common areas.
 - d. Lessee shall at all times and at Lessee's expense comply with federal, state and local laws, statutes, regulations and ordinances applicable to the Premises, the surroundings of the Premises and the use thereof including, but not limited to building and fire codes, and the Americans with Disabilities Act.
14. REPAIRS: Lessee acknowledges that the septic system needs repairs and agrees to perform any and all necessary repairs to the septic system and field lines. Except as agreed to in writing, Lessor is not obligated to make any repairs to the Premises. Lessor shall not be held liable for any damages, injuries or death resulting from any repairs or improvements undertaken by or on behalf of Lessor except for Lessor's willfully wrong acts.
15. DEFECTS: Lessor shall not be liable for any injury or damage resulting from any defect in the Premises or the common areas, including from any equipment, fixtures or appurtenances thereto or from any injury or damage caused by fire, wind, rain or flood or other cause. Lessee shall keep the grounds, areas, walks and steps surrounding the Premises clear of snow, ice and debris and shall hold Lessor harmless from all damages or claims arising out of Lessee's failure to do so.
16. SIGNAGE AND IMPROVEMENTS: Except as provided herein or agreed to in writing by the Lessor, Lessee shall not post any signage unless prior written consent is obtained from Lessor and such signage complies with local ordinances.
17. HAZARDOUS MATERIALS: Lessee shall be responsible for complying with and maintaining compliance throughout the Term, federal, state and local statutes, regulations and ordinances relating to any dangerous or hazardous materials used or stored by Lessee on the Premises. Lessee shall notify the proper authorities and Lessor immediately when and if any spills, contamination or improper storage or handling of such materials occur. Lessee assumes responsibility for any and all dangerous or hazardous materials used or stored by the Lessee or Lessee's agents at the Premises and indemnifies, holds harmless and defends Lessor against any claims or damages resulting therefrom. Lessee's responsibility shall include but not be limited to governmental fines, clean-ups, medical costs, personal injury awards and indirect or consequential damages

including Lessor's loss of use and rent from third parties.

18. LIENS: Lessee shall not permit any liens to be filed against the Premises. If a lien is filed, Lessee shall make sure that the lien is lifted within ten days of filing. If Lessee fails to remove the Lien, Lessor may remove the lien and Lessee shall be liable for all costs associated with removal of the lien plus a Five Hundred Dollar (\$500.00) fee for administration and bookkeeping.

19. INSURANCE:

- a. During the Term, Lessee shall maintain at Lessee's own expense, public liability insurance insuring Lessee, Lessor, Lessor's agents and Lessor's lender as additional insured in an amount of not less than a combined single limit of One Million Dollars (\$1,000,000.00) against any liability that may accrue against them as a result of any occurrence resulting in bodily injury or property damage on or surrounding the Premises during the Term or as a result of Lessee's occupancy of the Premises.
- b. Each policy shall require a non-renewal notice to the Lessor and shall specify that it will not be altered or cancelled within 60 days of such notice.
- c. If Lessor reasonably judges it necessary, Lessor shall have the right to require increases in policy limits.
- d. All policies shall include a waiver of subrogation in favor of the Lessor.
- e. Lessee shall purchase and maintain approved portable fire extinguishers throughout the Premises and shall have them serviced annually.
- f. Lessee shall provide certificates of insurance to Lessor for policies required herein.
- g. 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 or later placed or built on the premises and to the property of Lessee in, on, or about the leased premises, and for injuries to persons or property in or about the leased premises, from any cause arising at any time, except for the misconduct of lessor.

20. LESSEE'S DEFAULT: In the event the Lessee shall fail to pay said rent, fees, or expenses set forth herein, or any part thereof, when the same are due and payable, or

shall otherwise be in default of any other terms of said lease, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and upon ten days notice, re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures. Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation to its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to re-lease the premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's at the Lessee's expense, without the need to first procure an order of any court, which action the Lessee expressly consents. In addition to the remedies stated herein, the Lessor may additionally sue the Lessee for any damages, past due rents, fees or expenses in addition, without limitation, to all other legal remedies available to the Lessor.

a. The following are also considered events of default of Lessee:

- i. Failure of Lessee to pay Rent when due or any other amounts due Lessor under the terms hereof;
- ii. The attachment, levy of execution or other legal process upon the goods, furniture, effects or other property of Lessee or on the Lessee's interest in this Agreement;
- iii. The removal or attempted removal of the goods, furniture, effects, fixtures or other property of the Lessor from the Premises by Lessee or Lessee's agents.
- iv. The execution of an assignment for the benefit of Lessee's creditors;
- v. The filing of a bankruptcy, reorganization by or against the Lessee or an appointment of a receiver or other court officer for Lessee's assets;
- vi. Lessee's abandonment of the Premises or failure to use the Premises for a period of Thirty (30) consecutive days;
- vii. Lessee's use of the Premises in contravention of the uses allowed herein or allowed by federal, state and local statutes and ordinances;

- viii. Lessee's assignment of this Agreement or subletting of the Premises without the written notice to the Lessor;
- ix. Lessee's failure to cure any violation herein within Five (5) days of written notice from the Lessor.

b. The Lessor shall have the right, at the Lessor's option to exercise any or all of the following should an Event of Default occur:

- x. Terminate this Agreement and retake possession of Premises upon 10 day's written notice to Lessee.
- xi. Accelerate Rent as provided herein;
- xii. Exercise any other remedy permitted by law.
- xiii. Lessee shall not be discharged from any liability upon Lessor's re-entry or re-letting of the Premises as a result of any Event of Default, except that any proceeds, less expenses for administration and re-letting, obtained from a new lessee shall be applied to Lessee's outstanding balance. Lessee shall be responsible for any difference each month between such amounts and the Rent that would have been paid by Lessee had Lessee continued to lease under the terms herein.
- xiv. Any re-entry allowed hereunder shall not be a bar to Lessor's recovery of Rent or damages from Lessee, nor does the collection of Rent or keys after Lessee has breached this Agreement constitute a waiver of Lessor's rights hereunder.

21 ACCELERATION: Upon an Event of Default, termination or any other breach of this Agreement, all Rent and charges due for the balance of the Term or an extension thereof shall become immediately due and payable to the Lessor.

22 ATTORNEYS' FEES: Lessee agrees, as allowed by law, to pay or reimburse Lessor of any attorneys' fees assessed on Lessor for services related to any breach of or to enforce or interpret any of the covenants, terms or conditions of this lease, the recovery of possession or the collecting of rent from the Lessee.

23 WAIVER: In consideration of the expenses, damages and costs that would be sustained by Lessor as a result of Lessee's failure to abide by the terms herein, Lessee hereby agrees to waive any and all rights to claim a personal property exemption from any attachment, levy or sale under state or federal law.

24 *INTENTIONALLY DELETED*

25 ASSIGNMENT: Lessee shall not assign, transfer or sublease, nor shall the Lessee allow assignment, transfer, sublease or mortgage of the Premises ("Transfer"), without the prior written consent of Lessor. Such consent shall be provided at the sole discretion of the Lessor. Any Transfer without written consent from the Lessor shall be void. If the Lessor consents to a transfer, sublet or assignment, the assignee must agree in writing to assume the obligations of the Lessee provided that Lessee shall continue to be bound by the terms contained herein until the end of the Term.

26 NOTICES:

All Payments and Notices to the Lessor shall be sent to:

Betre 6 Management, LLC
400 1st Ave. West
Alabaster, AL 35007

Notices to the Lessee shall be sent to:

Deep Southern Pride, LLC
1205 Michael Drive
Alabaster, AL 35007

Notices required to be sent pursuant to the terms of this Agreement shall be sent by both regular United States mail along with certified mail to ensure receipt. Either party may change their notice address by written notice to the other party as provided herein.

27 INDEMNIFICATION:

- a. Lessee shall indemnify, hold harmless and defend Lessor and Lessor's agents from all demands, claims, suits or expenses, (i) caused by default by the Lessee of any terms under this this Agreement, (ii) resulting from injuries or losses to persons or property while in, on or around the Premises during the Term, so long as such injury or loss is not caused by Lessor's or Lessor's agents' willful

negligence.

- b. Lessor shall indemnify, hold harmless and defend Lessee from all demands, claims, suits or expenses caused by Lessor's default hereunder.

- 28 **HOLDOVER:** If Lessee holds over at the end of the Term without a prior written agreement from the Lessor, Lessee shall be charged Fifty Dollars (\$50.00) per day in addition to the Rent. Lessee shall indemnify, defend and hold harmless Lessor for any costs, expenses or damages associated with Lessee's holding over.
- 29 **WAIVER:** Acceptance of Rent or waiver of any provision of this Agreement by Lessor shall not be considered a waiver of any provision herein or for subsequent breaches and shall not affect the validity and enforcement of any provision of this Agreement.
- 30 **WAIVER OF SUBROGATION:** Neither Lessor shall not be liable to the Lessee for any losses or damages that are covered by insurance policies.
- 31 **EMINENT DOMAIN:** In the event that the Premises or part of the Premises is taken by eminent domain, or condemned and ordered destroyed by federal state or local authorities, then this Agreement shall terminate as of the date of the taking or the date of the condemnation order. The Rent shall be prorated taking into account such date. Lessor shall be entitled to receive all of the proceeds from any taking of the Premises and Lessee hereby assigns any right to any such proceeds.
- 32 **SUBORDINATION:** Lessor may subordinate this Agreement to the lien or any mortgage or other financing in force from time to time against the land or building on or in which the Premises is located. Upon written request of the Lessor, Lessee agrees to provide any documentation or instruments required to subordinate the Agreement.
- 33 *INTENTIONALLY DELETED*
- 34 **ADDITIONAL PROVISIONS:** This Agreement is binding on and shall inure to the benefit of Lessor, Lessee and their heirs, successors and assigns. Time is of the essence with respect to performance herein. This Agreement consists of the entire understanding of the Lessor and Lessee and supersedes any other representations or understandings regarding the leasing of the Premises. All changes or amendments to this Agreement must be made in writing and signed by the Lessee and Lessor. This Agreement may be executed in counter-parts. Headings and captions are for reference only and in no way effect or limit the provisions of this Agreement.

- 35 LESSOR: "Lessor" shall mean the owner of the Premises at the time. In the event that the current Lessor sells or transfers the Premises, the purchaser shall be considered the "Lessor" for purposes of this Agreement, and the purchaser to assume the obligations hereunder and the seller of the Premises shall no longer be bound by the obligations of this Agreement.
- 36 AUTHORIZATION: Lessee and Lessee's representatives represent and warrant that they are duly authorized to execute and deliver this Agreement and that Lessee is duly organized and qualified to do business and in good standing in the jurisdiction in which the Premises is located. Lessee and Lessee's representatives represent and warrant that they have the power and authority to conduct business as contemplated by this Agreement.
- 37 SEVERABILITY: If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and if necessary, removed or severed. All other terms and provisions of this lease shall remain in full force and effect.

{SIGNATURE PAGES TO FOLLOW}

IN WITNESS WHEREOF, Lessor have executed this Agreement as of the 16th day of July, 2025.

Lessor:

Betre 6 Management, LLC

By: _____

Robert J. Reuse, Member

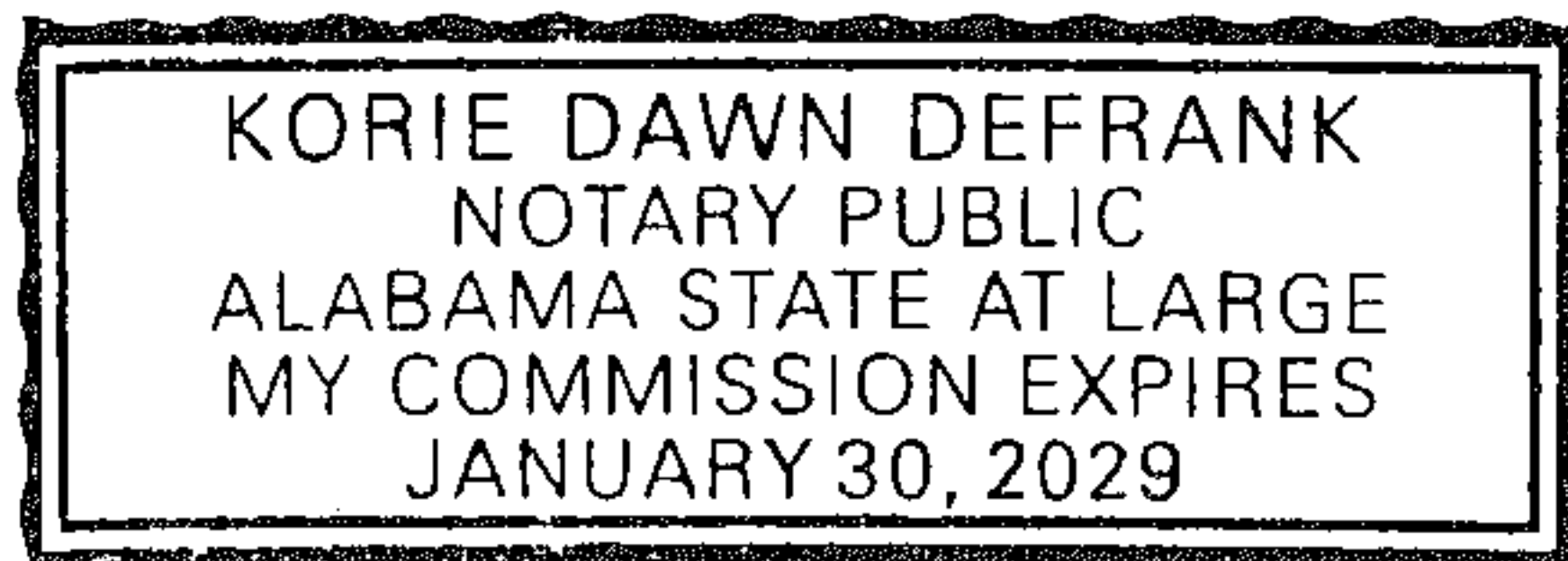
STATE OF ALABAMA)

SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that , Robert J. Reuse, whose name is signed to the foregoing conveyance, as Member of Betre 6 Management LLC., and who is known to me, acknowledged before me on this day, with full authority as said Member, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of July, A.D., 2025.



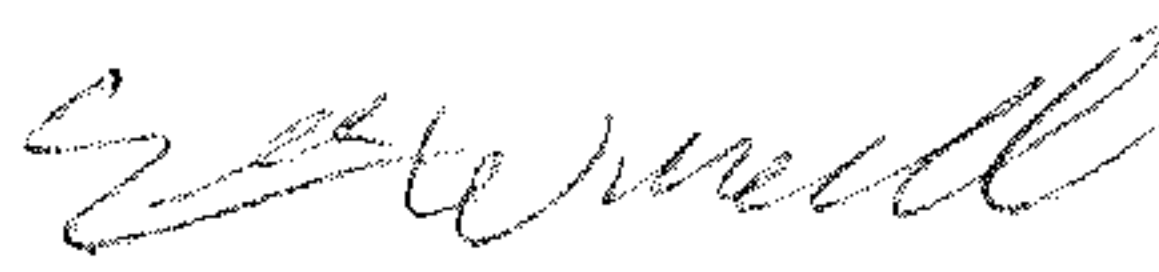
Notary Public

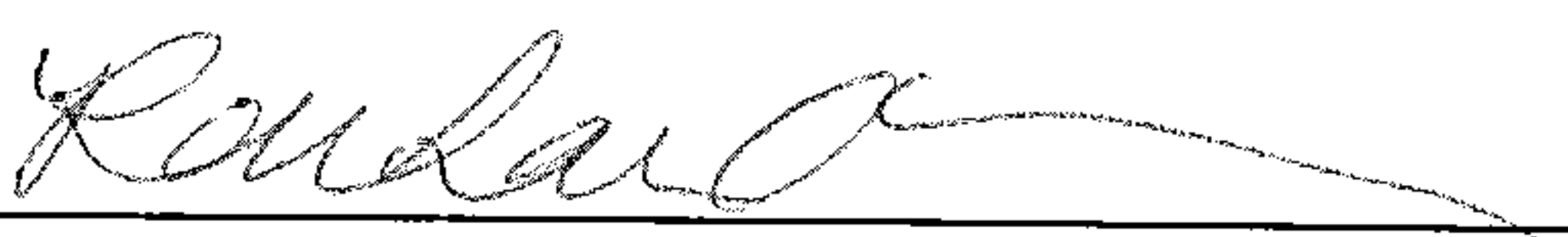
Term Expires: 1-30-29

IN WITNESS WHEREOF, Lessee have executed this Agreement as of the 22nd day of July, 2025.

Lessee:

Deep Southern Pride, LLC.,

By: 
Eric W. Mandell, Manager

By: 
Rachael S. Mandell, Manager

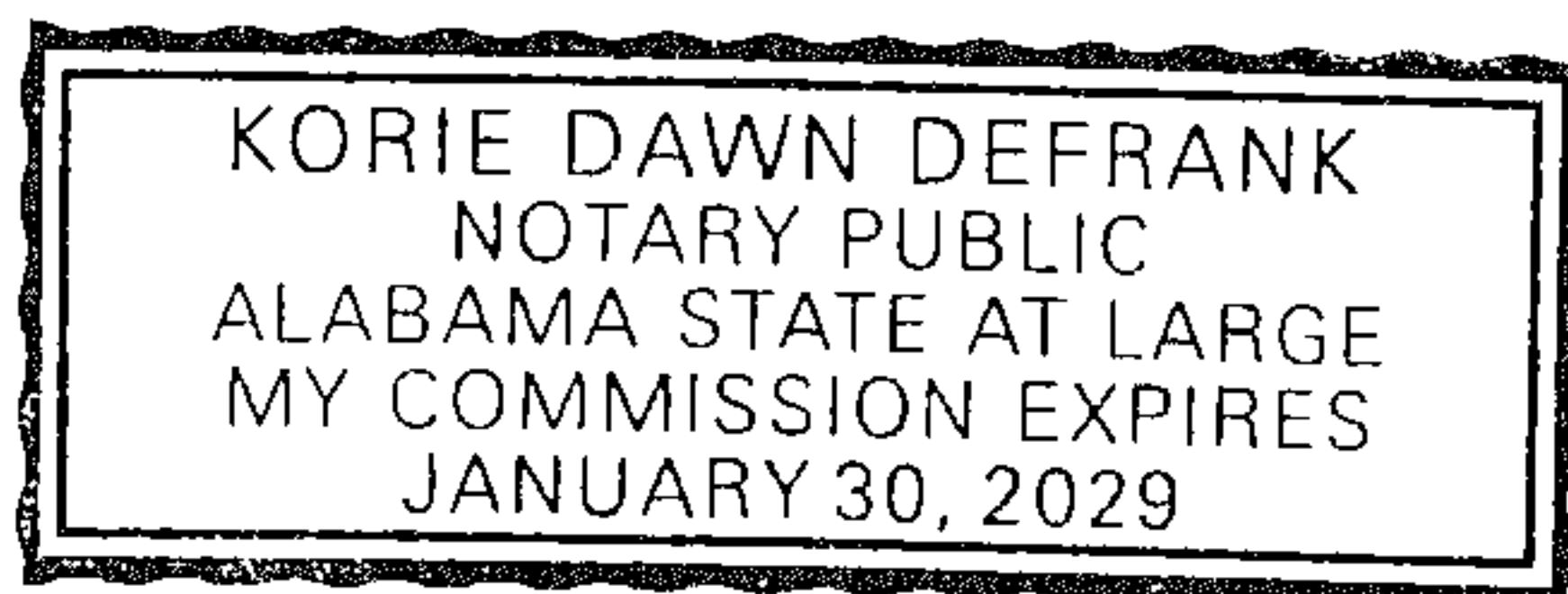
STATE OF ALABAMA)

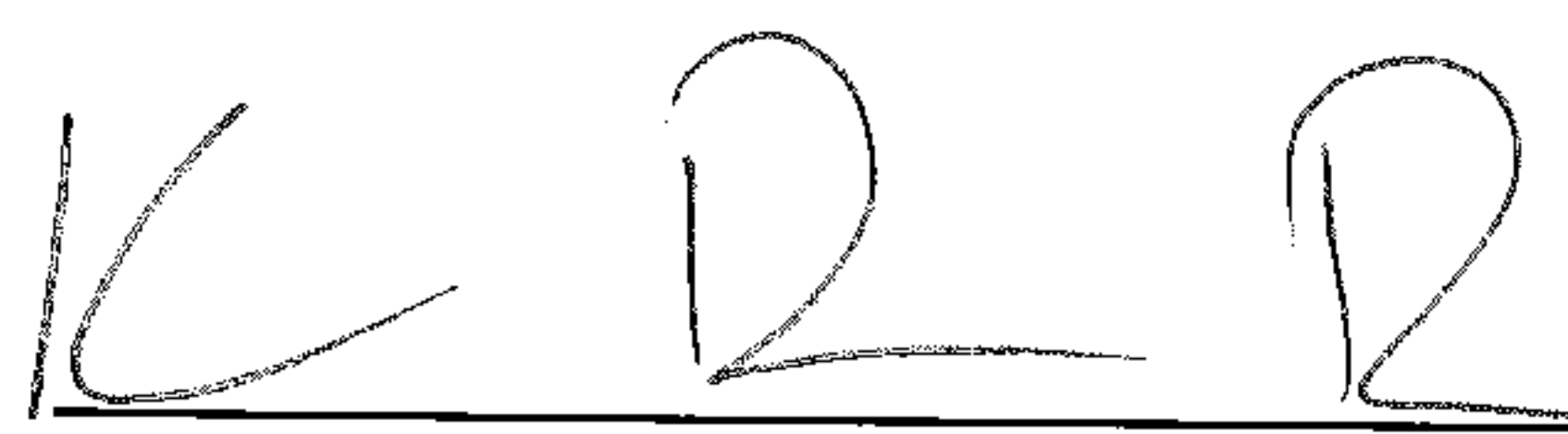
SHELBY COUNTY)

GENERAL ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Eric W. Mandell and Rachael S. Mandell, whose name is signed to the foregoing conveyance, as Member of Deep Southern Pride, LLC, and who is known to me, acknowledged before me on this day, with full authority as said Member, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of July, A.D., 2025.





Notary Public

Term Expires: 1-30-29

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

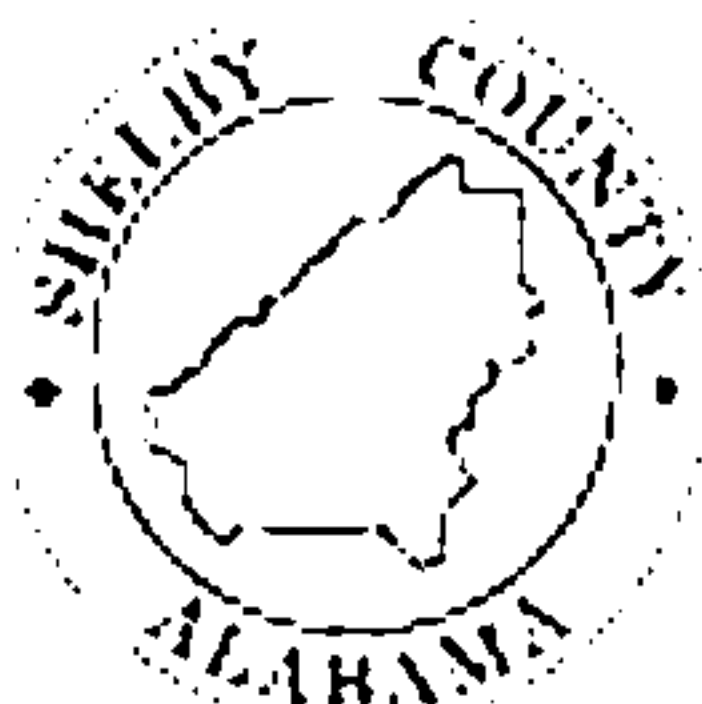
A part of the NE1/4 of the NE1/4 of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N88°24'19"W a distance of 201.21'; thence S01°03'18"W a distance of 225.60'; thence N68°53'16"E a distance of 12.83'; thence S00°14'47"E a distance of 213.05' to the POINT OF BEGINNING; thence continue S00°14'47"E a distance of 152.40'; thence S87°14'55"W a distance of 69.60' to the Easterly line of a 100' Alabama Power Company Easement, as recorded in Deed Book 103, Page 60; thence N32°39'35"W and along said east line of Alabama Power Company Easement a distance of 148.96'; thence N78°30'48"E and leaving said Alabama Power Company Easement a distance of 152.30' to the POINT OF BEGINNING.

Together with a non-exclusive easement for ingress and egress being more particularly described as follows:

Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N88°24'19"W a distance of 201.21'; thence S01°03'18"W a distance of 225.60' to the POINT OF BEGINNING OF SAID EASEMENT; thence N68°53'16"E a distance of 12.83'; thence S00°14'47"E a distance of 102.92' to the westerly line of an existing 30.00' access easement, as recorded in Instrument #20090608000217060; Thence S04°22'41"W and along said westerly line of access easement a distance of 264.32'; thence S87°14'55"W and leaving said westerly line of access easement a distance of 8.70'; thence N00°14'47"W a distance of 355.32'; thence N68°53'16"E a distance of 19.28' to the POINT OF BEGINNING OF SAID EASEMENT.

**Prepared By:
B. Christopher Battles
3150 Highway 52 W
Pelham, AL 35124**



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/29/2025 01:24:03 PM
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Allen S. Bayl