

WOODS-TUCKER LEASING CORPORATION,)	IN THE CIRCUIT COURT OF
a corporation)	BALDWIN COUNTY, ALABAMA
Plaintiff,)	AT LAW
vs.)	
THE HANGOUT, INC., a corporation,)	CASE NO. <u>10,330</u>
Defendant)	

C O M P L A I N T

COUNT I.

Plaintiff claims of the defendant the sum of Seven Hundred Nineteen and 70/100 Dollars (\$719.70) damages for the breach of a written lease agreement entered into by it on the 5th day of February, 1971, a true and correct copy of which is hereto attached and marked "Plaintiff's Exhibit A" and which is specifically by reference made a part hereof. And the plaintiff avers that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz, it has failed to make the proper rental payments for October, November and December, 1971, and for January, February and March, 1972.

And the plaintiff avers that in said written lease-contract and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of One Hundred Seventy-Nine and 92/100 Dollars (\$179.92) as such attorney's fee.


DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

FILED

MAR 30 1972

EUNICE B. BLACKMON CIRCUIT CLERK

WOODS-TUCKER LEASING CORPORATION
LESSOR

1613-9

P. O. BOX 2036

2505 WEST 4TH STREET, HATTIESBURG, MISSISSIPPI 39401
(601) 562-3551

RENTAL COMMENCEMENT DATE:

CLIENT'S SALESMAN Mr. Glen ThompsonPHONE NO. 205/ 432-1136

[FULL LEGAL NAME AND ADDRESS OF LESSEE]

THE HANCOCK, INC.
GULF SHORES, ALABAMA

[SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)]

MISS FUTURE & EQUIPMENT CO.
752 DOWDIN ST.
MOBILE, ALA. 36601PERSON TO CONTACT: MR. ADOLPH SUTTON, JR.AND PHONE NO.: 205/ 368-3703

Y.	SERIAL NO.	EQUIPMENT (MANUFACTURER, MAKE MODEL NO., DESCRIPTION)
		LIQUID CARBONIC LD-80 - 600 - 450 AUTOMATIC COKE ICE MACHINE SN: W-9-5-240 Freight
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, OR OTHERWISE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.		

LOCATION OF EQUIPMENT: STREET ADDRESS 211 E. 1ST ST. HATTIESBURG, MS
COUNTY ST. LOUIS STATE MISS.

RENTAL DATE PREFERRED 1ST - 10TH - 20TH (CIRCLE ONE)

AMOUNT OF EACH RENT PAYMENT
(INCLUDING SALES TAX, IF APPLICABLE)
411.30PAYMENTS WILL
BE MADE:
MONTHLY ☐ OTHER ☐SECURITY DEPOSIT
OR RETAINED DEPOSIT
411.30NO. OF YEARS
5NO. OF RENT
PAYMENTS
60

ACCEPTANCE NOTICE

Gentlemen:

All of the item(s) referred to above were received by us on (date) 6-18-71 and were and are in good order and condition and acceptable to us. If you have supplied decals or metal plates to us, they have been affixed. The above information correctly sets forth the term and rental payments of our lease agreement. We acknowledge that the lease may be assigned and agree to make all payments directly to your assignee without asserting any defense, setoff, recoupment, claim or counterclaim which we may have against the original Lessor, whether arising under the lease or any other transaction or otherwise.

Signed The Hancock, Inc.
(Full Legal Name)by Adolph SuttonDate 6-19-71

LESSEE'S ACKNOWLEDGEMENT OF RECEIPT OF EQUIPMENT

LESSEE #

1813-9

WOODS-TUCKER LEASING CORPORATION
LESSOR

P. O. BOX 2036

2505 WEST 4TH STREET, HATTIESBURG, MISSISSIPPI 39401
(601) 582-3551

COMMITMENT DATE:

RENTAL COMMENCEMENT DATE:

SUPPLIER'S SALESMAN

Mr. Olin Thompson

PHONE NO.

205/ 432-1438

[FULL LEGAL NAME AND ADDRESS OF LESSEE]

THE HANGOUT, INC.
GULF SHORES, ALABAMA

[SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)]

WARE FURNITURE & EQUIPMENT CO.
751 DAUPHIN ST.
MOBILE, ALA. 36601

PERSON TO CONTACT:

MR. ADOLPH SUTTON, JR.

AND

PHONE NO.: 205/ 368-3783

QTY.	SERIAL NO.	EQUIPMENT (MANUFACTURER, MAKE MODEL NO., DESCRIPTION)
1	W-9-5-240	LIQUID CARBONIC LC-80 - 600 - 450 AUTOMATIC CUBE ICE MACHINE
		Freight
		<p>PL. Ex 1 7.0.24</p> <p>THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, OR OTHERWISE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.</p>

LOCATION OF EQUIPMENT: STREET ADDRESS EAST SIDE OF END OF HWY 59
CITY GULF SHORES COUNTY BALDWIN STATE ALA.
PAYMENT DATE PREFERRED 1ST - 10TH 20TH (CIRCLE ONE)

AMOUNT OF EACH RENT PAYMENT (INCLUDING SALES TAX, IF APPLICABLE) <u>\$111.58</u>	PAYMENTS WILL BE MADE: MONTHLY <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	SECURITY DEPOSIT OR RETAINED DEPOSIT <u>\$464.90</u>	NO. OF YEARS <u>5</u>	NO. OF RENT PAYMENTS <u>60</u>
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THIS LEASE IS CONDITIONED ON THE FOLLOWING TERMS

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the personal property described above (herein called "Equipment") upon the following terms and conditions:

1. NO WARRANTIES BY LESSOR. LESSEE HAS SELECTED BOTH (a) THE EQUIPMENT AND (b) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE IT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

2. CLAIMS AGAINST SUPPLIER. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSOR WILL INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT.

3. SUPPLIER NOT AN AGENT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

4. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. ORDERING EQUIPMENT. Lessor agrees to order the Equipment from Supplier upon the terms and conditions of the purchase order initially attached hereto. Lessee shall accept the Equipment if delivered in good repair within ninety days after the date on which Lessor accepts Lessee's offer to enter into this lease (which date Lessor is authorized to fill in above as the "Commitment Date"). Lessee hereby authorizes Lessor to insert in this lease the serial numbers, and other identification data, of the Equipment when determined by Lessor.

CONTINUED ON REVERSE SIDE HEREOF

Lessee requests Lessor to purchase the above-described equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the above lease; and upon written acceptance hereof signed at the Lessor's office by an authorized employee of Lessor agrees to lease said equipment. The undersigned agree to all the terms and conditions of such lease as set forth above and on the reverse side hereof, and on the application initially attached to this form.

BY

OFFICER

DATE EXECUTED BY LESSEE:

2-5-1971

NAME OF LESSEE

THE HANGOUT, INC.

FULL LEGAL NAME

BY

AUTHORIZED SIGNATURE

TITLE

ACCEPTED BY

WOODS-TUCKER LEASING CORPORATION

LESSOR

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By Woods-Tucker Leasing Corporation
All Rights Reserved.

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CORPORATE SEAL

6. **LESSEE'S STATEMENT.** If, within five business days after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or proper objection thereto, Lessee shall be deemed to have (a) acknowledged receipt of said item in good condition and repair, and (b) accepted it as satisfactory in all respects for the purposes of this lease; and upon the request of Lessor, Lessee shall furnish Lessor a written statement (i) setting forth the matters stated in "(a)" and "(b)," and (ii) approving the invoice for said item, and (iii) requesting Lessor to pay the Supplier the purchase price thereof.

7. **TERMINATION BY LESSOR.** Unless the Equipment is delivered to Lessee and unless Lessor receives Lessee's written statement regarding the Equipment (as provided in paragraph 6 above) within ninety days after the Commitment Date, Lessor, at its option, may terminate this lease by giving written notice of termination to Lessee. Said option may not be exercised later than ten business days after Lessor receives said written statement, if any, from Lessee.

8. **TERM.** The term of this lease commences upon the date on which Lessor issues its purchase order for the Equipment to the Supplier; and ends upon the expiration of the number of years and/or months specified above under "Initial Term of Lease" after the "Rental Commencement Date" shown above. Lessee hereby authorizes Lessor to insert in this lease as said "Rental Commencement Date" the date upon which the Equipment is delivered to Lessee or any later date selected by Lessor.

9. **RENT.** Lessee agrees to pay during the term of this lease rent equal to the "Amount of Each Rent Payment" as specified above multiplied by the "No. of Rent Payments" as specified above. The first rent payment shall be due upon the said Commitment Date and said rent payment shall cover the rental period commencing upon the said "Rental Commencement Date." In no event shall said first rent payment be refunded to Lessee. Subsequent rent payments shall be due in advance for the periods covered by such payments on the same day of the month as the Rental Commencement Date, whether or not Lessee has received any notice that such payments are due.

10. **RENEWAL.** After the expiration of the "Initial Term of Lease" shown above, this lease shall be automatically renewed each year for a renewal term of one year, for a maximum of five such annual renewal terms, at the "Renewal Rental" specified above, payable in advance, and otherwise upon the terms and conditions hereof, unless Lessee gives Lessor written notice of termination at least thirty days before the expiration of the then current term.

11. **LOCATION; LESSOR'S INSPECTION; LABELS.** The Equipment shall be delivered and thereafter kept at the location specified above, or, if none is specified, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect the Equipment at any reasonable time. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of Equipment.

12. **REPAIRS; USE; ALTERATIONS.** Lessee, at its expense, shall keep the Equipment in good condition and repair and furnish all labor, parts, mechanisms and devices required therefor. Lessee shall use the Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. All additions and improvements made to the Equipment shall belong to Lessor.

13. **SURRENDER.** On or before the expiration or earlier termination of this lease, Lessee, at its expense, shall return the Equipment in good condition and repair, by delivering it, packed and ready for shipment, to such place or on board such carrier as Lessor may specify within the county in which the Equipment was delivered to Lessee.

14. **LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, destruction or damage of the Equipment from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation under this lease.

In the event of loss, theft, destruction or damage of any kind to any item of Equipment, Lessee, at the option of Lessor, shall:

(a) Place the same in good condition and repair; or

(b) Replace the same with like Equipment in good condition and repair; or

(c) If such item is determined by Lessor to be lost, stolen, destroyed, or damaged beyond repair, and if Lessor so requests as an alternative to "b" above, pay Lessor the total rent then due and owing on such item, plus the total of the following amounts which the parties agree will equal the fair value of said item on the date of said loss, theft, destruction or damage: (i) the present value computed as of the date of said loss, theft, destruction or damage, of all unpaid rent and other amount payable by Lessee with respect to said item to the date of expiration of the then current term of this lease, plus (ii) the reversionary value of said item as of said expiration date. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty express or implied.

15. **INSURANCE.** Lessee shall provide, maintain and pay all premiums for (a) insurance against loss, theft, destruction or damage of the Equipment in an amount not less than the full replacement value thereof, with loss payable to Lessor, and (b) public liability insurance in an amount satisfactory to Lessor, in the joint names of Lessor and Lessee. All insurance shall be with companies and in form satisfactory to Lessor, and Lessee shall deliver the policies thereof to Lessor.

16. **LIENS; TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges and taxes (local, state and federal) which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income, and (b) pay all such charges and taxes.

17. **LESSOR'S PAYMENT.** If Lessee fails to procure or maintain said insurance, or to discharge (by payment or otherwise) said levies, liens and encumbrances, or to pay said charges and taxes, Lessor shall have the right, but shall not be obligated, to obtain such insurance, effect said discharge, or pay such charges and taxes. In that event, Lessee shall repay to Lessor the cost thereof with the next payment of rent.

18. **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Equipment, including, without limitation, its selection, purchase, manufacture, delivery, possession, use, operation or return and the recovery of claims under insurance policies on the Equipment.

19. **ASSIGNMENT; OFFSET.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor may assign this lease and/or mortgage the Equipment, in whole or in part, without notice to Lessee; however, if Lessee is given notice of such assignment it agrees to acknowledge receipt thereof in writing. Each such assignee and/or mortgagee shall have all of the rights, but none of the obligations, of Lessor under this lease. Lessee shall not assert against the assignee and/or mortgagee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

20. **SERVICE CHARGE AND INTEREST.** If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor, Lessee shall pay to Lessor a service charge of five cents (5c) per dollar on, and in addition to, the amount of such rent or other amount, but not exceeding the Lawful maximum which may be received as such a service charge.

21. **DEFAULT.** (a) If Lessee fails to pay when due any rent or other amount required herein to be paid by Lessee, or if Lessee fails to perform any other provision hereof within ten (10) days after Lessor shall have demanded in writing performance thereof, or if a petition is filed by or against Lessee under the Bankruptcy Act, or if Lessee has breached any other lease or agreement between Lessee and Lessor, Lessor shall have the right to exercise any one or more of the following remedies:

(i) Lessor may recover from Lessee all rents and other amounts then due and as they shall thereafter become due hereunder.

(ii) Lessor may take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without any liability to Lessee for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this lease.

(iii) Lessor may, with or without repossessing the Equipment involved, sell any or all items of Equipment for the account of the Lessee; and Lessor shall recover from Lessee, as to each item so sold, the excess, if any of the present value of all unpaid rent and other amounts payable by Lessee with respect to such item to the date of expiration of the then current term of this lease, plus the reversionary value of such item as of such expiration date, over the actual net proceeds to Lessor from the sale of such item after deducting all expenses, including attorneys' fees, incurred in connection with repossessing, storing, otherwise handling and selling such item. In the event such net proceeds exceed such present value of unpaid rent and other amounts plus such reversionary value, Lessor shall be entitled to hold and apply any balance to any and all rent or other amounts from time to time due or to become due by Lessee under this lease; provided, however, that rent shall not accrue on any said item so sold after the date of said sale.

(iv) As to any item or items of Equipment with respect to which this lease is terminated by Lessor may recover from Lessee, as to each said item the worth at the time of such termination of the excess, if any, of the amount of rent reserved herein for said item for the balance of the term hereof over the then reasonable rental value of said item for the same period of time.

(v) Lessor may pursue any other remedy at law or in equity.

(b) A termination hereunder shall occur only upon written notice by Lessor to Lessee and only with respect to such item or items of Equipment as Lessor specifically elects to terminate in such notice. Except as to such item or items with respect to which there is a termination, this lease shall continue in full force and effect and Lessee shall be obligated to perform all acts and to pay all rent and other amounts required under this lease.

(c) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, the fees of collection agencies, and other expenses such as telephone and telegraph charges, incurred by Lessor in enforcing any of the terms, conditions or provisions hereof.

23. **OWNERSHIP; PERSONAL PROPERTY.** The Equipment is, and shall at all times remain, the property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any building thereon.

24. **NOTICES.** Service of all notices under this lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other address as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

25. **MISCELLANEOUS.** No provision of this lease can be waived except by the written consent of Lessor. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents as Lessor shall request from time to time. If more than one Lessee is named in this lease, the liability of each shall be joint and several. If Lessor so requests, Lessee shall execute such documents as Lessor shall require for filing or recording. This lease shall be governed by the law of the State of Mississippi.

LESSEE #
1813-9

WOODS-TUCKER LEASING CORPORATION
LESSOR

P. O. BOX 2036
2505 WEST 4TH STREET, HATTIESBURG, MISSISSIPPI 39401
(601) 582-3551

COMMITMENT DATE:
RENTAL COMMENCEMENT DATE:

SUPPLIER'S SALESMAN Mr. Olin Thompson

PHONE NO. 205/ 432-1438

FULL LEGAL NAME AND ADDRESS OF LESSEE

THE HANGOUT, INC.
GULF SHORES, ALABAMA

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

WAGE PICTURE & EQUIPMENT CO.
752 DAUPHIN ST.
MOBILE, ALA. 36601

PERSON TO CONTACT:

MR. ADOLPH SUTTON, JR.

AND PHONE NO.:

205/ 368-3713

QTY.	SERIAL NO.	EQUIPMENT (MANUFACTURER, MAKE MODEL NO., DESCRIPTION)
1		LIQUID CARBONIC LG-80 - 600 - 450 AUTOMATIC CUBE ICE MACHINE SN: W-9-5-240 Freight Pl. Ex. 2, Dig. M. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, OR OTHERWISE, WHICH EX- TEND BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

LOCATION OF EQUIPMENT: STREET ADDRESS GULF SHORES COUNTY DAUPHIN STATE ALA.

PAYMENT DATE PREFERRED 1ST - 10TH - 20TH (CIRCLE ONE)	AMOUNT OF EACH RENT PAYMENT (INCLUDING SALES TAX, IF APPLICABLE)	PAYMENTS WILL BE MADE: MONTHLY <input type="checkbox"/> OTHER <input type="checkbox"/>	SECURITY DEPOSIT OR RETAINED DEPOSIT	NO. OF YEARS 5	NO. OF RENT PAYMENTS 60
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ACCEPTANCE NOTICE

Gentlemen:

All of the item(s) referred to above were received by us on (date) 6-18-71 and were and are in good order and condition and acceptable to us. If you have supplied decals or metal plates to us, they have been affixed. The above information correctly sets forth the term and rental payments of our lease agreement. We acknowledge that the lease may be assigned and agree to make all payments directly to your assignee without asserting any defense, setoff, recoupment, claim or counterclaim which we may have against the original Lessor, whether arising under the lease or any other transaction or otherwise.

Signed The Hangout, Inc.
(Full Legal Name)
by Adolph Sutton
Date 6-19-71

LESSEE'S ACKNOWLEDGEMENT OF RECEIPT OF EQUIPMENT

WOODS-TUCKER LEASING CORPORATION LESSOR

P. O. BOX 2036
2505 WEST 4TH STREET, HATTIESBURG, MISSISSIPPI 39401
(601) 582-3551

COMMITMENT DATE:

RENTAL COMMENCEMENT DATE:

18-3-9

SUPPLIER'S SALESMAN Mr. Olin Thompson

PHONE NO. 205/ 432-1438

FULL LEGAL NAME AND ADDRESS OF LESSEE

THE HANGOUT, INC.
GULF SHORES, ALABAMA

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

WARE FURNITURE & EQUIPMENT CO.
751 DAUPHIN ST.
MOBILE, ALA. 36601

PERSON TO CONTACT: MR. ADOLPH SUTTON, JR.

AND PHONE NO.: 205/ 368-3783

QTY.	SERIAL NO.	EQUIPMENT (MANUFACTURER, MAKE MODEL NO., DESCRIPTION)
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1	W-9-5-240	LIQUID CARBONIC IC-80 - 600 - 450 AUTOMATIC CUBE ICE MACHINE
---	-----------	--

Freight

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, OR OTHERWISE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

LOCATION OF EQUIPMENT: STREET ADDRESS EAST SIDE OF END OF HWY 59
CITY GULF SHORES COUNTY BALDWIN STATE ALA.

PAYMENT DATE PREFERRED 1ST - 10TH 20TH (CIRCLE ONE)

AMOUNT OF EACH RENT PAYMENT
(INCLUDING SALES TAX, IF APPLICABLE)

\$111.58

PAYMENTS WILL
BE MADE:
MONTHLY ☒ OTHER ☐

SECURITY DEPOSIT
OR RETAINED DEPOSIT
\$450.00

NO. OF YEARS

5

NO. OF RENT
PAYMENTS

60

THIS LEASE IS CONDITIONED ON THE FOLLOWING TERMS

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the personal property described above (herein called "Equipment") upon the following terms and conditions:

1. NO WARRANTIES BY LESSOR. LESSEE HAS SELECTED BOTH (a) THE EQUIPMENT AND (b) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE IT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."

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CONTINUED ON REVERSE SIDE HEREOF

Lessee requests Lessor to purchase the above-described equipment from the Supplier and to lease said equipment to Lessee upon the terms and conditions of the above lease; and upon written acceptance herof signed at the Lessor's office by an authorized employee of Lessor agrees to lease said equipment. The undersigned agree to all the terms and conditions of such lease as set forth above and on the reverse side hereof, and on the application initially attached to this form.

DATE EXECUTED BY LESSEE: 2-5-1971

BY [Signature] OFFICER

NAME OF LESSEE THE HANGOUT, INC.

BY [Signature] OFFICER

BY [Signature] AUTHORIZED SIGNATURE TITLE

ACCEPTED BY

WOODS-TUCKER LEASING CORPORATION
LESSOR

BY [Signature] AUTHORIZED SIGNATURE TITLE

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CORPORATE SEAL

6. **LESSEE'S STATEMENT.** If within five business days after Lessee has received an item of Equipment, Lessee has not given Lessor written notice of a defect therein or proper objection thereto, Lessee shall be deemed to have (a) acknowledged receipt of said item in good condition and repair; and (b) accepted it as satisfactory in all respects for the purposes of this lease; and upon the request of Lessor, Lessee shall furnish Lessor a written statement (i) setting forth the matters stated in "(a)" and "(b)," and (ii) approving the invoice for said item, and (iii) requesting Lessor to pay the Supplier the purchase price thereof.

7. **TERMINATION BY LESSOR.** Unless the Equipment is delivered to Lessee and unless Lessor receives Lessee's written statement regarding the Equipment (as provided in paragraph 6 above) within ninety days after the Commitment Date, Lessor, at its option, may terminate this lease by giving written notice of termination to Lessee. Said option may not be exercised later than ten business days after Lessor receives said written statement, if any, from Lessee.

8. **TERM.** The term of this lease commences upon the date on which Lessor issues its purchase order for the Equipment to the Supplier; and ends upon the expiration of the number of years and/or months specified above under "Initial Term of Lease" after the "Rental Commencement Date" shown above. Lessee hereby authorizes Lessor to insert in this lease as said "Rental Commencement Date" the date upon which the Equipment is delivered to Lessee or any later date selected by Lessor.

9. **RENT.** Lessee agrees to pay during the term of this lease rent equal to the "Amount of Each Rent Payment" as specified above multiplied by the "No. of Rent Payments" as specified above. The first rent payment shall be due upon the said Commitment Date and said rent payment shall cover the rental period commencing upon the said "Rental Commencement Date." In no event shall said first rent payment be refunded to Lessee. Subsequent rent payments shall be due in advance for the periods covered by such payments on the same day of the month as the Rental Commencement Date, whether or not Lessee has received any notice that such payments are due.

10. **RENEWAL.** After the expiration of the "Initial Term of Lease" shown above, this lease shall be automatically renewed each year for a renewal term of one year, for a maximum of five such annual renewal terms, at the "Renewal Rental" specified above, payable in advance, and otherwise upon the terms and conditions hereof, unless Lessee gives Lessor written notice of termination at least thirty days before the expiration of the then current term.

11. **LOCATION; LESSOR'S INSPECTION; LABELS.** The Equipment shall be delivered and thereafter kept at the location specified above, or, if none is specified, at Lessee's address set forth above, and shall not be removed therefrom without Lessor's prior written consent. Lessor shall have the right to inspect the Equipment at any reasonable time. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on each item of Equipment.

12. **REPAIRS; USE; ALTERATIONS.** Lessee, at its expense, shall keep the Equipment in good condition and repair and furnish all labor, parts, mechanisms and devices required therefor. Lessee shall use the Equipment in a careful and lawful manner. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. All additions and improvements made to the Equipment shall belong to Lessor.

13. **SURRENDER.** On or before the expiration or earlier termination of this lease, Lessee, at its expense, shall return the Equipment in good condition and repair, by delivering it, packed and ready for shipment, to such place or on board such carrier as Lessor may specify within the county in which the Equipment was delivered to Lessee.

14. **LOSS AND DAMAGE.** Lessee shall bear the entire risk of loss, theft, destruction or damage of the Equipment from any cause whatsoever. No loss, theft, destruction or damage of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation under this lease.

In the event of loss, theft, destruction or damage of any kind to any item of Equipment, Lessee, at the option of Lessor, shall:

(a) Place the same in good condition and repair; or

(b) Replace the same with like Equipment in good condition and repair; or

(c) If such item is determined by Lessor to be lost, stolen, destroyed, or damaged beyond repair, and if Lessor so requests as an alternative to "b" above, pay Lessor the total rent then due and owing on such item, plus the total of the following amounts which the parties agree will equal the fair value of said item on the date of said loss, theft, destruction or damage: (i) the present value computed as of the date of said loss, theft, destruction or damage, of all unpaid rent and other amount payable by Lessee with respect to said item to the date of expiration of the then current term of this lease, plus (ii) the reversionary value of said item as of said expiration date. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item, in its then condition and location, without warranty express or implied.

15. **INSURANCE.** Lessee shall provide, maintain and pay all premiums for (a) insurance against loss, theft, destruction or damage of the Equipment in an amount not less than the full replacement value thereof, with loss payable to Lessor, and (b) public liability insurance in an amount satisfactory to Lessor, in the joint names of Lessor and Lessee. All insurance shall be with companies and in form satisfactory to Lessor, and Lessee shall deliver the policies thereof to Lessor.

16. **LIENS; TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges and taxes (local, state and federal) which may now or hereafter be imposed upon or measured by the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's net income, and (b) pay all such charges and taxes.

17. **LESSOR'S PAYMENT.** If Lessee fails to procure or maintain said insurance, or to discharge (by payment or otherwise) said levies, liens and encumbrances, or to pay said charges and taxes, Lessor shall have the right, but shall not be obligated, to obtain such insurance, effect said discharge, or pay such charges and taxes. In that event, Lessee shall repay to Lessor the cost thereof with the next payment of rent.

18. **INDEMNITY.** Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages and liabilities, including attorneys' fees, arising in connection with the Equipment, including, without limitation, its selection, purchase, manufacture, delivery, possession, use, operation or return and the recovery of claims under insurance policies on the Equipment.

19. **ASSIGNMENT; OFFSET.** Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

Lessor may assign this lease and/or mortgage the Equipment, in whole or in part, without notice to Lessee; however, if Lessee is given notice of such assignment it agrees to acknowledge receipt thereof in writing. Each such assignee and/or mortgagee shall have all of the rights, but none of the obligations, of Lessor under this lease. Lessee shall not assert against the assignee and/or mortgagee any defense, counterclaim, or offset that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

20. **SERVICE CHARGE AND INTEREST.** If Lessee fails to pay when due any rent or other amount required herein to be paid to Lessor, Lessee shall pay to Lessor a service charge of five cents (5c) per dollar on, and in addition to, the amount of such rent or other amount, but not exceeding the Lawful maximum which may be received as such a service charge.

21. **DEFAULT.** (a) If Lessee fails to pay when due any rent or other amount required herein to be paid by Lessee, or if Lessee fails to perform any other provision hereof within ten (10) days after Lessor shall have demanded in writing performance thereof, or if a petition is filed by or against Lessee under the Bankruptcy Act, or if Lessee has breached any other lease or agreement between Lessee and Lessor, Lessor shall have the right to exercise any one or more of the following remedies:

(i) Lessor may recover from Lessee all rents and other amounts then due and as they shall thereafter become due hereunder.

(ii) Lessor may take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without any liability to Lessee for any damages occasioned by such taking of possession. Any such taking of possession shall not constitute a termination of this lease.

(iii) Lessor may, with or without repossessing the Equipment involved, sell any or all items of Equipment for the account of the Lessee; and Lessor shall recover from Lessee, as to each item so sold, the excess, if any, of the present value of all unpaid rent and other amounts payable by Lessee with respect to such item to the date of expiration of the then current term of this lease, plus the reversionary value of such item as of such expiration date, over the actual net proceeds to Lessor from the sale of such item after deducting all expenses, including attorneys' fees, incurred in connection with repossessing, storing, otherwise handling and selling such item. In the event such net proceeds exceed such present value of unpaid rent and other amounts plus such reversionary value, Lessor shall be entitled to hold and apply any balance to any and all rent or other amounts from time to time due or to become due by Lessee under this lease; provided, however, that rent shall not accrue on any said item so sold after the date of said sale.

(iv) As to any item or items of Equipment with respect to which this lease is terminated by Lessor may recover from Lessee, as to each said item the worth at the time of such termination of the excess, if any, of the amount of rent reserved herein for said item for the balance of the term hereof over the then reasonable rental value of said item for the same period of time.

(v) Lessor may pursue any other remedy at law or in equity.

(b) A termination hereunder shall occur only upon written notice by Lessor to Lessee and only with respect to such item or items of Equipment as Lessor specifically elects to terminate in such notice. Except as to such item or items with respect to which there is a termination, this lease shall continue in full force and effect and Lessee shall be obligated to perform all acts and to pay all rent and other amounts required under this lease.

(c) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

22. **LESSOR'S EXPENSES.** Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, the fees of collection agencies, and other expenses such as telephone and telegraph charges, incurred by Lessor in enforcing any of the terms, conditions or provisions hereof.

23. **OWNERSHIP; PERSONAL PROPERTY.** The Equipment is, and shall at all times remain, the property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or any building thereon.

24. **NOTICES.** Service of all notices under this lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth above, or at such other address as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

25. **MISCELLANEOUS.** No provision of this lease can be waived except by the written consent of Lessor. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements and other documents as Lessor shall request from time to time. If more than one Lessee is named in this lease, the liability of each shall be joint and several. If Lessor so requests, Lessee shall execute such documents as Lessor shall require for filing or recording. This lease shall be governed by the law of the State of Mississippi.

LESSEE #

1813-9

WOODS-TUCKER LEASING CORPORATION
LESSOR

P. O. BOX 2036

2505 WEST 4TH STREET, HATTIESBURG, MISSISSIPPI 39401
(601) 582-3551

COMMITMENT DATE:

RENTAL COMMENCEMENT DATE:

SUPPLIER'S SALESMAN Mr. Olin ThompsonPHONE NO. 205/ 432-1438

[FULL LEGAL NAME AND ADDRESS OF LESSEE]

[SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)]

THE HANGOUT, INC.
GULF SHORES, ALABAMAWARE FIXTURE & EQUIPMENT CO.
751 DAUPHIN ST.
MOBILE, ALA. 36601PERSON TO CONTACT: MR. ADOLPH SUTTON, JR. AND PHONE NO.: 205/ 368-3783

QTY.	SERIAL NO.	EQUIPMENT (MANUFACTURER, MAKE MODEL NO., DESCRIPTION)	PRICE
1	W-9-5-240	LIQUID CARBONIC LC-80 - 600 - 450 AUTOMATIC CUBE ICE MACHINE	\$ 4,400.00
		Freight	73.00
		TOTAL LIST	
		FEDERAL EXCISE TAX (IF ANY)	
		TRANSPORTATION (IF ANY)	
		OTHER	
		SALES TAX	176.00
		LESS TRADE-IN (IF ANY)	
		TOTAL COST	\$ 4,649.00

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS, OR OTHERWISE, WHICH EXTEND BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

LOCATION OF EQUIPMENT: STREET ADDRESS EAST SIDE OF END OF HWY 59
CITY GULF SHORES COUNTY BALDWIN STATE ALA
PAYMENT DATE PREFERRED 1ST - (10TH) - 20TH (CIRCLE ONE)

AMOUNT OF EACH RENT PAYMENT (INCLUDING SALES TAX, IF APPLICABLE) \$111.58	PAYMENTS WILL BE MADE: MONTHLY <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>	SECURITY DEPOSIT OR RETAINED DEPOSIT \$464.90	NO. OF YEARS 5	NO. OF RENT PAYMENTS 60
--	--	--	-------------------	----------------------------

KIND OF BUSINESS: SOUVENIRS & RECREATION CENTER, GIFT SHOP & RENTALS

LESSEE FINANCIAL STATEMENTS MUST BE ATTACHED.

CORPORATION ☒ PARTNERSHIP ☐ PROPRIETORSHIP ☐

HOW MANY YEARS IN BUSINESS:

BANK REFERENCES: (2 PLEASE):

A. SOUTH BALDWIN BANK GULF SHORES GULF SHORES, ALABAMA

NAME OF BANK BRANCH CITY STATE

B. THE BANK OF ATMORE MAIN ATMORE, ALABAMA

NAME OF BANK BRANCH CITY STATE

CONTACT OFFICER

MR. RAY BOLDEN

CONTACT OFFICER

TRADE REFERENCES:

ADDRESS

A.

B.

OTHER EQUIPMENT LEASE OBLIGATIONS (IF ANY): \$

LESSOR

As used herein "Actual Cost" means the cost to Lessor of purchasing and delivering the above described equipment to Lessee, including taxes, transportation, installation and other expenses. The "Amount of Each Rent Payment" and the "Annual Renewal Rent," each as shown on the attached lease, are based on the "Total Cost" set forth above, which is an estimate, and shall each be adjusted proportionally if the Actual Cost differs from said estimate. Lessee hereby authorizes Lessor to correct the figures set forth above and in said lease when the Actual Cost is known, and to add to the amount of each rent payment any tax that may be imposed on or measured by the rent payments. If the Actual Cost or any part thereof differs from the estimated Total Cost or respective part thereof, as set forth above, Lessor, at its option, may terminate the attached lease; and if the Actual Cost exceeds the estimated Total Cost by more than ten per cent of the latter, Lessee, at its option, may terminate the lease. Such options to terminate shall be exercised by giving written notice to the other party within fifteen days after receiving notice of the Actual Cost or corrected rent. LESSEE REPRESENTS AND WARRANTS THAT ALL CREDIT AND FINANCIAL INFORMATION SUBMITTED TO LESSOR HERewith OR AT ANY OTHER TIME IS TRUE AND CORRECT.

SUMMONS AND COMPLAINT

STATE OF ALABAMA
Baldwin County

Circuit Court, Baldwin County

No.

.....TERM, 19.....

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to SummonADOLPH SUTTON, SR., or ADOLPH SUTTON, JR.

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint
filed in the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against.....

.....THE HANGOUT, INC., a corporation..... Defendant.....

byWOODS-TUCKER LEASING CORPORATION, a corporation..... Plaintiff.....

Witness my hand this 30 day of March 1972

Ernie B. Blackmon Clerk

orig
No. 10,330 (7)

Page.....

STATE OF ALABAMA

Baldwin County

CIRCUIT COURT

WOODS-TUCKER LEASING
CORPORATION,
a corporation

Plaintiffs

vs.

THE HANGOUT, INC.,
a corporation

Defendants

SUMMONS AND COMPLAINT

FILED

Filed 19.....

MAR 30 1972

Clerk

EUNICE B. BLACKMON
CIRCUIT
CLERK

MAR 30 1972

RICKARBY & BENTON
Fairhope, Alabama

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

Sutton Music Company
Atmore, Alabama

Received In Office

19.....

Sheriff

I have executed this summons

this 5th April 1972
by leaving a copy with

Cedolph Sutton Jr

Sheriff's Claims

miles in executing this

at 10c per

Sheriff

Upston Keller Deputy Sheriff

WOODS-TUCKER LEASING CORPORATION,)
a corporation,)
Plaintiff,) IN THE CIRCUIT COURT OF
vs.) BALDWIN COUNTY, ALABAMA
THE HANGOUT, INC., a corporation,)
Defendant.) AT LAW
Case No. 10,330

AMENDED COMPLAINT

Comes now the Plaintiff in the above styled cause and amends its Complaint heretofore filed as follows:

COUNT I.

Plaintiff claims of the Defendant the sum of NINE HUNDRED FORTY-TWO AND 86/100 (\$942.86) DOLLARS damages for the breach of a written lease agreement entered into by it on the 5th day of February, 1972, a true and correct copy of which is attached to the original Complaint and which is specifically by reference made a part hereof. And the Plaintiff avers that although it has complied with all its provisions on its part, the Defendant has failed to comply with the following provisions thereof, viz, it has failed to make the proper rental payments for October, November and December, 1971, and for January, February, March, April and May, 1972.

And the Plaintiff avers that in said written lease-contract and as a part of the consideration thereof, the Defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the Plaintiff hereby claims the further sum of TWO HUNDRED THIRTY-FIVE AND 71/100 (\$235.71) DOLLARS as such attorney's fee.

FILED

MAY 11 1972

EUNICE B. BLACKMON CIRCUIT CLERK

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama


DANIEL A. BENTON,
Attorney for Plaintiff.

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This 9th day of May, 19 72

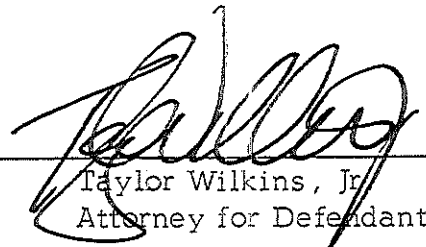

Attorney for Plaintiff
P. O. Box 471, Fairhope, Ala. 36532

WOODS-TUCKER LEASING CORPORATION, (IN THE CIRCUIT COURT OF
a corporation (BALDWIN COUNTY, ALABAMA
PLAINTIFF (AT LAW
VS (
THE HANGOUT, INC., a corporation (CASE NO: 10,330
DEFENDANT (

DEMURRER

Comes now the Defendant in the above styled case, and files this demurrer to each and every count thereof in the Plaintiff's complaint and sets down and assigns the following grounds separately and severally:

1. Defendant alleges that Plaintiff has failed to state a cause of of action in said bill of complaint.


Taylor Wilkins, Jr.
Attorney for Defendant

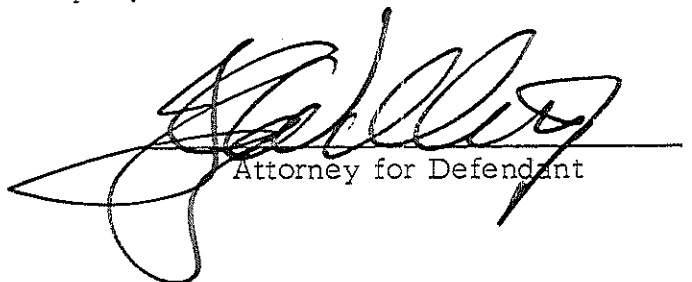
I, the undersigned, Taylor Wilkins, Jr., do hereby certify that I have on this the 27th day of April, 1972, forwarded a true and exact copy of the foregoing demurrer to Mr. Daniel A. Benton, Attorney at Law, Fairhope, Alabama, attorney of record for the Plaintiff, by mailing the same in the United States Post Office, properly addressed, with the postage paid thereon.

DONE this the 27th day of April, 1972.

FILED

APR 28 1972

EUNICE B. BLACKMON CIRCUIT
CLERK


Attorney for Defendant

WOODS-TUCKER LEASING CORPORATION,
a corporation,

PLAINTIFF,

vs.

THE HANGOUT, INC., a corporation,

DEFENDANT

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA
) AT LAW

)

) CASE NO. 10,330

)

AMENDED COMPLAINT

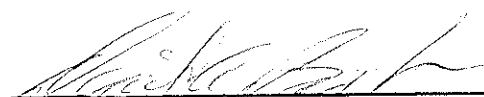
Comes now the plaintiff in the above-styled cause and amends its complaint heretofore filed as follows:

COUNT I.

Plaintiff claims of the defendant the sum of ONE THOUSAND TWO HUNDRED SEVENTY-SEVEN AND 60/100 DOLLARS (\$1,277.60) damages for the breach of a written lease agreement entered into by it on the 5th day of February, 1972, a true and correct copy of which is attached to the original complaint and which is specifically by reference made a part hereof. And the plaintiff avers that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz, it has failed to make the proper rental payments for October, November, and December, 1971, and for January, February, March, April, May, June, July and August, 1972.

And the plaintiff avers that in said written lease agreement and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of THREE HUNDRED NINETEEN AND 29/100 DOLLARS (\$319.29) as such attorney's fee.

This Instrument Was
Prepared By
DANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532


DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

FILED

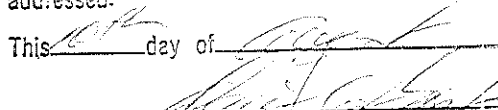
AUG 14 1972

EUNICE B. BLACKMON CIRCUIT
CLERK

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This 10th day of August, 1972


Eunicé B. Blackmon, Attorney for Plaintiff
P. O. Box 471, Fairhope, Ala. 36532

VOL

69

WOODS-TUCKER LEASING CORPORATION,
a corporation,

Plaintiff,

vs.

THE HANGOUT, INC., a corporation,

Defendant

) IN THE CIRCUIT COURT OF

) BALDWIN COUNTY, ALABAMA

) AT LAW

)

) CASE NO. 10,330

)

AMENDED COMPLAINT


Comes now the plaintiff in the above-styled cause and amends its complaint heretofore filed as follows:

COUNT I.

Plaintiff claims of the defendant the sum of ONE THOUSAND ONE HUNDRED SIXTY-SIX AND 02/100 DOLLARS (\$1166.02) damages for the breach of a written lease agreement entered into by it on the 5th day of February, 1972, a true and correct copy of which is attached to the original Complaint and which is specifically by reference made a part hereof. And the plaintiff avers that although it has complied with all its provisions on its part, the defendant has failed to comply with the following provisions thereof, viz, it has failed to make the proper rental payments for October, November, and December, 1971, and for January, February, March, April, May, June and July, 1972.

And the plaintiff avers that in said written lease contract and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of TWO HUNDRED NINETY-ONE AND 50/100 DOLLARS (\$291.50) as such attorney's fee.

This Instrument Was
Prepared By
DANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532


DANIEL A. BENTON, Attorney for Plaintiff

OF COUNSEL:

RICKARBY & BENTON
Fairhope, Alabama

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with adequate postage prepaid thereon and properly addressed.

This 10th day of July, 1972


Attorney for
P. O. Box 471, Fairhope, Ala. 36532

FILED

JUL 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

VOL

69 PAGE 393

WOODS-TUCKER LEASING CORPORATION,
a corporation,

Plaintiff

vs.

THE HANGOUT, INC., a corporation,

Defendant

) IN THE CIRCUIT COURT OF
) BALDWIN COUNTY, ALABAMA

) AT LAW

) CASE NO. 10,330

AMENDED COMPLAINT


Comes now the plaintiff in the above-styled cause and amends its complaint heretofore filed as follows:

COUNT I

Plaintiff claims of the defendant the sum of ONE THOUSAND FOUR HUNDRED FIFTY-FIVE AND 15/100 DOLLARS (\$1455.15) damages for the breach of a written lease agreement entered into by it on the 5th day of February, 1972, a true and correct copy of which is attached to the original complaint and which is specifically by reference made a part hereof. And the plaintiff avers that although it has complied with all provisions on its part, the defendant has failed to comply with the following provisions thereof, viz, it has failed to make the proper rental payments for October, November and December, 1971, and for January, February, March, April, May, June, July, August and September, 1972, and has failed to pay the four percent (4%) lease tax as required by the contract.

And the plaintiff avers that in said written lease agreement and as a part of the consideration thereof, the defendant agreed to pay a reasonable attorney's fee for the collection thereof, and the plaintiff hereby claims the further sum of THREE HUNDRED SIXTY-THREE AND 79/100 DOLLARS (\$363.79) as such attorney's fee.

This Instrument Was
Prepared By
DANIEL A. BENTON
Attorney At Law
Box 471
Fairhope, Ala. 36532


DANIEL A. BENTON, Attorney for Plaintiff

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for the opposing party in this cause with a copy of this pleading by depositing in the United States Mail a copy of same in an envelope with return address properly addressed and properly addressed.

This _____ day of _____, 19 _____

VOL

PAGE 394

Attorney for
P. O. Box 471, Fairhope, Ala. 36532

FILED

SEP 12 1972

EUNICE B. BLACKMON CIRCUIT CLERK

WOODS-TUCKER LEASING CORPORATION, a Corporation

Plaintiff

VS

THE HANGOUT, INC., a Corporation

Defendant

X

X

X

X

X

X

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

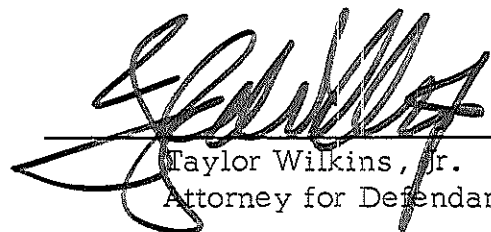
CASE NO: 10,330

PLEA

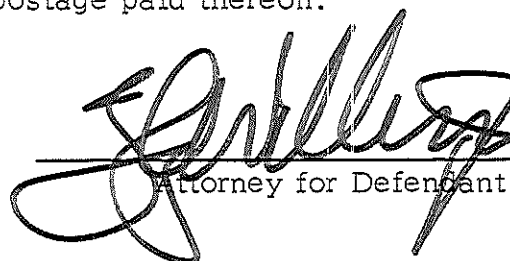
Comes now the Defendant and files the following pleas to the amended bill of complaint:

1. The Defendant denies each and every allegation of the amended bill of complaint and demands strict proof thereof.

2. The Defendant avers the Plaintiff has breached the lease agreement by failing to deliver the leased property in accordance with the terms of the written lease.


Taylor Wilkins, Jr.
Attorney for Defendant

I, the undersigned Taylor Wilkins, Jr., do hereby certify that I have on this the 12 day of September, 1972, forwarded a copy of the foregoing plea to Mr. Dan Benton, Attorney at Law, Box 471, Fairhope, Alabama, attorney of record for the Plaintiff, by mailing the same in the United States Post Office, properly addressed, with first class postage paid thereon.


Attorney for Defendant

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

LAW OFFICES
RICKARBY & BENTON
ATTORNEYS AT LAW
516 MAGNOLIA AVENUE
P. O. BOX 471
FAIRHOPE, ALABAMA 36532

DAPHNE BRANCH
EARLE REALTY BUILDING
HIGHWAY 98
TELEPHONE
(205) 626-2608

May 9, 1972

Mrs. Eunice B. Blackmon
Clerk of the Circuit Court
Bay Minette, Alabama 36507

Re: Woods-Tucker Leasing Corp.
vs. The Hangout, Inc.;
Case No. 10,330; Our File No. 72-26

Dear Mrs. Blackmon:

Enclosed find the Amended Complaint in the above styled
matter. Please file.

Yours very truly,


Daniel A. Benton

DAB:lp
Enclosure

RECEIPT

N^o 9030

THE STATE OF ALABAMA, BALDWIN COUNTY
Civil Division, Circuit Court

Case No. 10,330 Date 3-30, 1972

RECEIVED OF Daniel A. Benton (Woods-Tucker Leasing vs. The
the sum of thirty-five & 00/100 — Hundred
Trial Tax _____ \$
_____ \$
_____ \$
_____ \$
_____ \$
_____ \$
_____ \$
_____ \$
_____ \$

Ernie B. Blackman
As Circuit Clerk, Baldwin County, Ala.

TOTAL \$ 35.00

By _____

E. G. RICKARBY
DANIEL A. BENTON
TELEPHONE
(205) 928-2308

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March 29, 1972

Mrs. Eunice Blackmon

Clerk of the Circuit Court
Bay Minette, Alabama

Re: Woods-Tucker Leasing Corporation
v. The Hangout, Inc.

Dear Mrs. Blackmon:

Enclosed is summons and complaint on the above-styled matter.
Please process. Also enclosed is check for advance costs.

Thank you.

Yours very truly,


Daniel A. Benton

DAB:w
Enc.