#

STATE OF ALABAMA:

COUNTY OF SHELBY:

6/19, 1945

THIS AGREEMENT MADE between C.O. DENNIS and A.L. JARVIS, a partnership, trading as the DEN-NAP ELECTRIC MOLD COMPANY, of Bibb County, State of Georgia, hereinafter called OWNER, and Towery Sales Co.

Montevallo, Shelby Ala., hereinafter called Lessee; (City County State

PROPERTY COVERED 1. The OWNER agrees to Lease to the LESSEE, for the period hereinafter stated, the following described

BY THIS /property: LEASE

Code, Equipment, Description One DN-1 Passenger Mold One DN M 600 Passenger Matrix Serial No.

273

LOCATION OF PROPERTY 2. The OWNER and LESSEE agree that the above described equipment shall be used by the Lessee only at premises known as Montevallo, Ala. and shall not be moved to any other location without the prior written consent of said OWNER. LESSEE further agrees that he will not attach any of the above equipment to the above premises in such a way as to make them a part or portion of the real property.

RENTAL

3. The OWNER agrees to Lease the above-described equipment to the LESSEE for a period of eighteen months, said period more specially designated hereunder, for the sum of Three hundred fifty eight & fifty seven cents (\$358.57) Dollars, payable in monthly installments as follows:

The agreed first monthly payment, receipt of which is hereby acknowledged, shall be one hundred & four & 59/100 (\$104.59) Dollars, and the LESSEE agrees that he will, on the first day of each Calender Month, during the term of this Lease, following the date on which this Agreement is accepted by the OWNER, pay to the OWNER, at the OWNER'S place of business, in Macon, Georgia, the sum of Fourteen Dollars & 94/100 (\$14.94) Dollars advance rent for said property. Any and all monies paid to the OWNER are to be paid by means of a check or money order to the order of the OWNER and it is understood by the LESSEE, hereof, that no salesman or representative of said OWNER has any authority to accept any money except as set forth heretofore.

TERM OF LEASE. NOTICE OF TERMINA-TION 4. This Lease shall continue for a period of eighteen (18) Full Calender months from the date of acceptance of this Agreement by the OWNER. This Lease shall terminate on the expiration date of the terms heretofore mentioned ONLY if the party desiring such termination shall, ninety (90) days prior to said expiration date, give to the other party to this Agreement a written notice by registered letter addressed and mailed to the place of business of the party notified that it is h his desire to terminate; otherwise, this Agreement with all of its provisions and terms shall continue on for a second term of eighteen (18) full Calendar months, except that the rental charge for the first month and each succeeding month of this second term of eighteen (18) months shall be at the same rate as charged to the IESSEE during the last month of the first term of this Agreement.

TAXES
STATE,
COUNTY,
MUNICIPALITY.

5. The LESSEE agrees that he immediately will pay any and all State, County and Municipal ad valorem and license taxes which may be assessed in the name of the OWNER or the LESSEE on account of the property Leased herein, or on account of its use.

OWNERSHIP
OF PROPERTY
REMAINS IN
OWNER.

6. This is a lease contract and not a contract of sale. The LESSEE has no property rights in the property above-described, except as IESSEE and has no right, privilege or option to purchase the property; title to said property to always remain in the OWNERS.

INDEMNITY

7. The LESSEE agrees that it will indemnify the OWNER for any loss sustained by said OWNER because of any claims by third persons arising out of the use of the property herein described.

REPAIR, REPLACEMENT UPKEEP. 8. The OWNER agrees that, during the life of this Contract it will, at its own expense, replace any portion of the property leased herein which is defective by reason of materials or workmanship, and that it will at its own expense keep the property in good operative condition by

making such repairs and replacements as are necessary by reason of the normal wear and team incident to the use of the property, so long as it is used as a unit and in accordance with paragraph 9 hereof. The LESSEE agrees to bear the expense of such repairs and replacements as are necessary by reason of the negligent of wilful abuse of the property.

OPERATION OF EQUIPMENT, IN STRUCTION.

9. 91 The LESSEE agrees to use the property, above-described, in accordance with instructions of the OWNER'S engineering staff and to use in connection with it, only first class materials.

INSPECTEQN
BY OWNER

10. The LESSEE shall afford the OWNER and its agents full opportunity for inspection of the property hereby leased at all reasonable times.

FREIGHT CHARGES.

ll. LESSEE agrees to pay any and all freight charges, F.O.B. Macon, Georgia in connection with the delivery of the equipment herein leased; and any other freight charges which may hereafter accrue in returning equipment to and from OWNER'S factory for the purpose of repairs or replacements.

NO SUB-LEASE, OR ASSIGNMENT 12. The LESSEE shall not sub-lease the property described herein or any portion thereof nor assign this Lease, without the prior written consent of the OWNER. Death, bankruptcy, or appointment of a receiver for the property of the LESSEE, or transfer of his property rights in this contract by operation of law, or for any other reason shall authorize the termination of this Lease in the manner provided in paragraph 13 hereof.

RIGHTS OF OWNERS IN E-VENT OF DE-FAULT IN RENT, OR BREACH OF ANY PROVISION OF CONTRACT. 13. In the event the LESSEE shall fail to make any payment of rent herein contracted for, and should default bontinue for ten (1) days, or should the IESSEE violate any other provision of this Contract, the OWNER may, without notice or demand, summarily terminate this Lease, and upon termination of this Lease, for any cause, the OWNER may retake possession of the property herein described and for that purpose leave is hereby given to the OWNER, its agents and servants to enter any premises occupied by the LESSEE, to search for and retake possession of said property without notice or demand, with or without legal process and without bein; liable to any suit, action or other proceeding by the LESSEE or anyone claiming under him; and the owner shall also have any other remedies provided by law for retaking possession of said property, and for collecting any amounts due under the terms of this LEASE.

CONDITION OF EQUIPMENT AT TERMINATION

14. On the termination of this Agreement, the equipment herein leased, shall be returned to the OWNER by the LESSEE in the same condition in which it was received by the LESSEE iexcept as to the normal wear and tear incident to the use of the property by the LESSEE.

SERIAL NUMBER WAIVER

15. The LESSEE agrees that after the execution of this contract by the LESSEE and OWNER hereto, the OWNER may insert the serial number of each piece of equipment adjoining said description in paragraph one of this agreement, and it is agreed that said inserted serial number shall be the correct serial number of said described equipment.

ENTIRE
AGREEMENT
IN THIS
CONTRACE.

16. This contract contains the entire Agreement between the parties and no representations not contained herein have been made by either party or by the agents of either party. The OWNER makes no warranty, express or implied, except as hereinabove expressly set forth, and except that the OWNER warrants its right to Lease the property herein described.

NOT BIND-ING UNTIL ACCEPTED BY THE OWNER. 17. This Contract is made in Triplicate and shall not be binding on the OWNER until it is accepted and signed hereon at Macon, Georgia, by a partner of the DEN-NAP ELECTRIC MOID COMPANY.

WITNESS OUR HANDS AND SEAIS:

ATTEST:
Charles J. Bowman
H. H. Jones
June 19th 1945
Month Day Year

TOWERY SALES CO.

BY G. T. Towery (Seal)

Owner Title

LESSEE

DEN-NAP ELECTRIC MOLD CO.

BY O. O. Dennis (Seal)
Partner
OWNER

Mauree Etheridge Nancy Garschager Sept 11 1945 Month Day Year STATE OF ALABAMA

SS:

COUNTY OF SHELBY

I HEREBY CERTIFY that on this 19 day of June, 1945, before the subscriber, a Notary Public personally appeared G. T. Towery, and did acknowledge the aforegoing contract to be his act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 19th day of June, A.D. 1945.

Wm. D. McConaughy Notary Public

NOTARIAL SEAL

My Commission Expires: Feb 20, 1947

STATE OF GEORGIA

SS:

COUNTY OF BIBB

I HEREBY CERTIFY That on this 11th day of Sept. 1945, before the subscriber, a Notary Public personally appeared C.O. Dennis and did acknowledge the aforegoing contract to be his act.

IN TESTIMONY WHEREOF, I Have affixed my offical seal this 11th day of Sept. A.D. 1945.

Mauree Etheridge Notary Public

NOTARIAL SEAL

Notary Public, Bibb County, Georgia My Commission Expires July 30, 1946

Filed in the office of the Probate Judge the 20th day of September, 1945 at 8 o'clock A.M. and recorded in the Deed Record 121 on page 548 on this the 5th day of October, 1945

SHELBY COUNTY

L.C. Walker,

boroby certify that

50 Privilege Tex

ce been paid on the within

had been paid on the within lastrument as required by

ew,

.. C. WALKER,

Judge of Probate