LEASE AGREEMENT

Value \$758.23
Estate \$15.00 per mo. #55/

Made this 12th day of September, 1949, between Traders, Inc. of Wilsonville, Alabama, as Lessor (Whether one or more) and THE PURE OIL COMPANY, and Ohio corporation, as Lessee, WITNESSETH:

1. Lessor hereby leases unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the City of Wilsonville County of Shelby and State of Alabama, described as follows:

One (1) triangular lot bounded on the East and South by Alabama State Highway # 25; on the West by the J.F. Pope Company store property, and on the North by property now awned by Dewey Bolton formerly owned by Tom Reinhardt. Also all of that part of the J.F. Pope Company 2-storey brick store lot that lies between the said triangular lot and the Eastern wall of the J.F. Pope Company 2-story brick building, and running from the Northern boundary line of Alabama Highway # 25 in a Northerly direction approximately ninety (90') feet., which is the entire depth of said 2-story brick building, is included in this lease. The said property herein leased joins the Northern boundary line of Alabama State Highway # 25, commencing at the southeast corner of the said 2-story brick building, running in a Northeasterly direction approximately one hundred and ninety (190() to Dewey Bolton's lot; thence West along the Southern boundary line of Dewey Bolton's lot approximately 60 ft. to the Northeastern corner of said brick store building; thence south ninety feet (90') to point of beginning, together with all improvements nowlocated on said property.

The lessor shall have the right of ingress and egress over the herein leased property to the lessor's shop located at the Northern end of the said 2-story brick building.

2. To have and to hold for a period of five (5) years commencing on the Fifteenth (15th) day of September, 1949, hereinafter referred to as the original term.

Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises; Amount equal to 1¢ per gal. on all gasoline delivered to these leased premises. payable on or before the 20th day of each month for the preeding months rents.

- 4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.
- 5. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment, which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty days (30) thereafter.
- 6. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee at its service stations generally.
 - 7. Lessee shall have the right to assign this lease or sublet the premises.
- 8.If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offer or and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.
- 9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.
- 10. Any notices under this lease shall be delivered to Lessor at Wilsonville, Ala. and to Lessee at 35 East Wacker Drive, Chicago, Illinois, or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited an United States Post Office properly stamped and addressed.
- 11. This lease cancels and supersedes any other agreement betweenthe parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

WITNESS the execution hereof the day and year above first written.

Witnesses as to Lessor:

A.A. Bazzal

WITNESSES AS TO LESSEE

Audrey J. Jones

Mary L. Mahan

Traders, Inc. (SEAL)
By Chas. W. Williams,
President (SEAL)
CORPORATE SEAL

THE PURE OIL COMPANY (Lessee)
By Curtis Daives?
(Authorized Agent)
Harry L. Wylie
Assistant Secretary

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA

SHELBY COUNTY

On this 12 day of Sept. 1949, before me, a Notary Public in and for said County and State, personally appeared Charles W. Williams, to me personally known and known to me to be the person who executed in behalf of Traders, Inc., a corporation, the foregoing instrument bearing date the day of September, 1949, and who, being by me duly sworn, did say that he is the President of said Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation by authority of its Board of Directors, and before me in my said County he acknowledged said instrument to be his free act and deed and the free act and deed of said corporation for the purposes and and consideration therein expressed.

Given under my hand and official seal the day and year first above written.

My commission expires: Feb. 11, 1953.

NOTARIAL SEAL

Kytle Lindsey

Notary Public

ACCKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS)
SS.
COUNTY OF COOK)

On this 22 day of September, 1949, before me, a Notary Public in and for said County and State, personally appeared Curtis Daives, and Harry L. Wylie to me personally known and known to me to be the persons, who executed in behalf of The Pure Oil Company, a corporation, the foregoing instrument bearing date the 12th day of September, 1949, and who, being by me duly sworn, did say that they are the authorized agent and Asst. Secretary respectively, of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by them in behalf of said corporation by authority of its Board of Directors, and before me in my said county they acknowledged said instrument to be their free act and deed and the free act and deed of said corporation for the purposes and consideration therein expressed.

Given under my hand and official seal the day and year first above written.

Jane Jester

My commission experes:
August 11, 1952
NOTARIAL SEAL

Notary Public

Filed in the office of the Probate Judge the 26th day of October, 1949 at 10 o'clock A.M. and recorded in the

Qeed Record 139 of page 450 on this the 28th day of November, 1949.

L.C. Walker,

STATE OF ALABAMA SHELBY COUNTY

I hereby certify that

of Probate Primege Tax

has been paid on the within instrument as required
by law.

L. C. WALKER,

JUDGE OF PROBATE