

THIS AGREEMENT, made and entered into on the 1st day of September, 1950, by and between Hampton D. Lee and Exie Patrick Lee, his wife, hereinafter referred to as "Lessor" (whether one or more) and THE PURE OIL COMPANY, an Ohio Corporation, hereinafter referred to as "Lessee", WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment now on or to be constructed or installed thereon, situated in the Town of Montevallo, County of Shelby, and State of Alabama, described as follows:

Lots 4, 5 and 6 in Block "G" of Montevallo, as recorded in Plat Book 3, Page 41, in the office of the Judge of Probate of Shelby County, Alabama, together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. TO HAVE AND TO HOLD for a term commencing as of the date of this lease and ending on the 31st day of October, 1960, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease for an additional period of Five (5) years commencing on the 1st day of November, 1960, and ending on the 31st day of October, 1965, under the same terms and conditions as outlined herein for the original term hereof except that the rental for and during said extended term shall be at the rate of Sixty Two & 76/100 Dollars (\$62.76) per month payable on or before the last day of each month, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term.

3. Lessee agrees to pay to Lessor as rental for said premises for said term the sum of Seven Thousand Five Hundred Thirty One & 20/100 dollars (\$7531.20) payable in monthly installments of Sixty Two & 76/100 dollars (62.76) each (last installment may be unequal), the first installment due and payable on the last day of November, 1950, and a like installment on the last day of each month thereafter until the full amount is paid. Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessor agrees, during the term of this lease, to maintain and keep the said buildings, improvements, and equipment hereby leased in constant good condition and repair, and to perform any necessary work of maintenance and repair, at such times and in such manner as not unreasonably or unnecessarily to interfere with Lessee's use and occupancy of said premises. If Lessor, after written demand of Lessee so to do, shall fail or refuse to immediately make any necessary repairs, Lessee shall have the right to make such repairs and charge the expense thereof to Lessor, which expense Lessor agrees to pay to Lessee on demand.

5. Lessor agrees to pay all taxes, assessments, charges or expenses that may be levied or assessed against said leased premises, together with all buildings, improvements and equipment thereon belonging to Lessor, for and during the term of this lease, and to submit to Lessee, upon request, receipts or other satisfactory evidence showing such payments. Lessee agrees to pay all taxes and any other charges that may be levied or assessed against its equipment and property located on said leased premises. In event Lessor should fail or refuse to pay such taxes or assessments before delinquent, Lessee shall have the right to pay same for the account of Lessor and Lessor agrees to reimburse Lessee therefor upon demand.

6. Lessee agrees, upon the execution of this lease by Lessee, to procure at Lessor's sole cost and expense, insurance on the buildings and improvements now constructed or to be constructed on said leased premises in some insurance company or companies authorized to do business in the State in which the property is situated, for the sound value against fire and extended coverage (provided such insurance is obtainable by Lessee) with loss clauses payable solely to Lessee, its successors or assigns, and to keep such insurance in full force and effect for and during the period any buildings and improvements are being constructed on the leased premises and thereafter during the original or any extended term of this lease. Lessor shall, upon receipt of Lessee's invoice therefor, promptly reimburse Lessee in cash for the premiums on such insurance. In event of damage to or destruction of the buildings or improvements on said leased premises during the existence of this lease, Lessee shall have the exclusive right to adjust and settle all losses (which adjustment and settlement shall be conclusive and binding on Lessor) and to collect and receipt for any and all

monies that may become payable and collectible upon such policy or policies, or any of them, and Lessee agrees to use any insurance proceeds so collected by it for the repair or restoration of said buildings and improvements, in accordance with any ordinances, laws or regulations then in effect, and if there should be any insurance proceeds collected by Lessee in excess of the cost of such repairs or restoration, Lessee shall pay same to Lessor. Lessee shall not be obligated, expressly or impliedly, to expend more than the amount of insurance proceeds collected by it in making such repairs or restoration, but if the insurance proceeds are insufficient to place the property in the same condition as it was prior to such damage or destruction and Lessee elects to expend more than the amount of insurance proceeds so collected in making such repairs or restoration, then Lessor agrees to pay Lessee, upon demand, the amount of the cost of such repairs or restoration expended by Lessee in excess of the insurance proceeds so collected by Lessee. Upon the termination of this lease, any unexpired policies procured by Lessee shall, at the option of Lessee, be cancelled and surrendered in which event Lessee shall reimburse Lessor for any unearned premiums received by Lessee from the insurance companies as a result of the cancellation and surrender of such policies.

7. It is agreed that if the premises leased hereby shall become untenable in whole or in part for any reason, the Lessee hereunder shall not be entitled to terminate this lease. If such untenability be such as to render the property valueless for the purposes for which leased hereunder, the obligation of the Lessee hereunder to pay rent shall be abated during the period of such untenability, and the term of this lease shall be extended by a period equal to the period of such untenability, the Lessee yielding and paying rent for such extended period at the same rate as is provided in Section 3 hereof, applicable to the period of such untenability.

8. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on said premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up said premises at the end of this lease; and that it will comply with all valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the demised premises.

9. If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed as herein contained, and if after ten (10) days' written notice of such default has been given by Lessor to Lessee said default is not corrected by Lessee; or if Lessee shall be adjudged a bankrupt, or shall make assignment for the benefits of its creditors, or if the interest of Lessee shall be sold under execution or other legal process; it shall be lawful for Lessor to enter upon the same premises and again have, repossess and enjoy the same as if this lease had not been made, and thereupon, this lease and everything herein contained shall cease, terminate and be utterly void at the option of Lessor.

10. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment which may be installed or placed upon said premises by or for the account of Lessee, the title thereto being vested in Lessee, are to remain and be the property of Lessee, and Lessee shall 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 (30) days thereafter.

11. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in said premises; and in addition thereto Lessor agrees, upon request of Lessee, to submit to Lessee evidence satisfactory to Lessee showing that Lessor has an absolute estate in fee simple in said premises, free and clear of all lines and encumbrances; that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided, and the covenants, conditions and agreements herein being all and singular kept, fulfilled, and performed by Lessee, Lessee shall lawfully, peaceably, and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor, and that said premises are free and clear of all encumbrances whatsoever. In event of any default by Lessor, any money advanced by Lessee, including court costs and attorney's fees, for defending any court actions which it may become necessary for Lessee to pay to protect its rights herein

granted, shall be repaid by Lessor to Lessee upon demand.

12. 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.

13. Lessee shall have the right to assign this lease or sublet the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed.

14. In the event Lessee should make any payments for the account of Lessor as herein provided, and/or Lessee should make any payments to or for the account of Lessor pertaining to said leased premises for which Lessor is responsible, and Lessor does not reimburse Lessee therefor upon demand, then all such expenditures so made by Lessee to or for the account of Lessor shall bear interest from date of such expenditure until repaid to Lessee at the rate of six per cent (6%) per annum, and Lessee shall have the right, in addition for any other remedy, to automatically extend the term of this lease, without any further rental payments or obligations, for and during such a period of time as will absorb, at an agreed monthly rate of rental of Sixty Two & 76/100 dollars (\$62.76) per month, any and all sums owing by Lessor to Lessee, with interest thereon, as herein provided.

18. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.

19. Any notices under or inquiries regarding this lease shall be delivered to Lessor at Montevallo Alabama, 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 registered mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

20. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereon of the day and year first above written.

WITNESSES AS TO LESSOR:

H.A. Miller

A.A. Bazzard

Hampton D. Lee (Seal)

Exie Patrick Lee (Seal)

WITNESSES AS TO LESSEE:

Audrey I. Jones

Leona M. Smith

Form approved RK

THE PURE OIL COMPANY ( Lessee)

By Curtis Daves, Asst. Vice President

Attest: Harry L. Wylie, Asst. Secretary

(Acknowledgement of Lessor)

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority in and for said County, in said State, hereby certify that Hampton D. Lee and Exie Patrick Lee, whose names are signed to the foregoing lease, and who are known to me, acknowledged before me on this day, that being informed of the contents of said lease, they each executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal on the 1st day of September, 1950.

Frances M. Woods, Notary Public

My commission expires: Feb. 13, 1954 Notary seal

## (Acknowledgment of Lessee)

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said county, do hereby certify that Curtis Dawes personally known to me to be Asst. Vice-President of THE PURE OIL COMPANY, and Harry L. Wylie, personally known to me to be Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me on this day in person and acknowledged that as such Asst. Vice-President and Assistant Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed hereto, as their free and voluntary act and the free and voluntary act of said THE PURE OIL COMPANY for the uses and purposes therein set forth, and that they were duly authorized to execute and deliver the same as aforesaid by resolutions of the Board of Directors of said corporation.

Given under my hand and official seal this 7th day of September, 1950.

NOTARIAL SEAL

Mary E. North, Notary Public, Cook County, Illinois

My commission expires Nov. 22, 1953.

## ASSIGNMENT OF RENTS

The undersigned, referred to as "Lessor" in the foregoing lease, in consideration of the payment to be made to the undersigned upon final delivery on behalf of the undersigned of a certain promissory note in the face amount of Seven Thousand Five Hundred Thirty One & 20/100 Dollars (\$7531.20) and interest anticipated over the period of the note, hereby grants, assigns, transfers and sets over to Manufacturers Trust Company, its successors and assigns, having a place of business at New York, N.Y. hereinafter called the "Bank" out of the installments of rental due and to become due under the said lease, the sum of Sixty Two & 76/100 Dollars (\$62.76) per month until the entire amount of said note, together with interest, if any, which may accrue after maturity, has been paid, and the undersigned irrevocably authorized and directs the Pure Oil Company to pay the rentals hereby assigned to the Bank at its said place of business, and the Bank to collect said rentals and apply the same upon that certain indebtedness owing from the undersigned to the Bank, as evidenced by the said promissory note.

Nothing herein contained nor any action taken hereunder is intended or shall be construed to characterize the premises as being in the possession or under the control of the Bank in any manner whatsoever.

Dated, the 1st day of September, 1950.

in the presence of

Hampton D. Lee (Seal)

F.A. Miller

Exie Patric Lee (Seal)  
(Lessor)

A.A. Bazzard

## (ACKNOWLEDGMENT)

STATE OF ALABAMA

COUNTY OF WASHINGTON

I, the undersigned authority, in and for said County, in said State, hereby certify that Hampton D. Lee and Exie Patrick Lee, whose names are signed to the foregoing assignment of rents, and who are known to me, acknowledged before me on this day, that being informed of the contents of said assignment, they each executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal on this 1st day of September, 1950.

My commission expires: Feb. 13, 1954.

Frances M. Woods, Notary Public

NOTARIAL SEAL

## LESSEE'S ACKNOWLEDGMENT OF ASSIGNMENT

The undersigned, referred to as "Lessee" in the foregoing lease, hereby acknowledged notice of the within assignment of rentals to Manufacturers Trust Company, New York, N.Y.

Dated the 1st day of September, 1950.

THE PURE OIL COMPANY

Form Appr

BY Curtis Dawes, Vice President

Rk

Filed in the office of the Probate Judge on the 14 day of September, 1950 at 2:00 P.M. and recorded in  
Deed Record 142 on page 528 this the 15 day of September, 1950.

L.C. Walker, Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 8.00 Privilege Tax  
has been paid on the within-  
in instrument as required  
by law.  
L. C. WALKER,  
JUDGE OF PROBATE

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