Made this 30th day of November, 1950, between Velma Benson & E.D. Benson, her husband, of Shelby, Alabama, as Lessor (whether one or more) and the PURE OIL COMPANY, and Ohio corporation, as Lessee, WITNESSETH:

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

Part of the NEA of the SWA of Section 18, Township 22 South, Range 1 East, more particularly described as follows: Starting at the Northwest corner of the SEZ of NWZ of Section 18, thence run South 3 degrees and 30 minutes East along the West boundary of said SEA of NWA and NEA of SWA 1834.2 feet, thence South 77 degrees 30 minutes east 127.0 feet for a point of beginning of the tract of Land herein described; thence run South 4degrees east 453.2 feet; thence run North 53 degrees and 45 minutes East along right of way of L & N Railroad 287.3 feet, thence continue along right of way of railroad North 57 degrees and 15 minutes East 197.6 feet thence run North 26 degrees and 30 minutes West 415 feet thence South 50 degrees and 26 minutes West 319.4 feet to beginning; containing 4.0 acres, more or less, and being situated in Shelby County, Alabama. There is excepted herefrom mineral and mining rights.

2. To have and to hold for a period of Ten (10) years commencing on the First (1st) day of November, 1950, 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, be giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lesses shall be released from any further rental payments or other obligations hereunder.

- 3. Lessee agrees to pay as rent for said premises: Fifthen & No/100 Dollars (\$15.00) per month, payable in advance on or before the 1st day of each month.
- 4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby heased 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 (30) days 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 fixte offers from third parties to purchase the demised premises, and any such offer is acceptance to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lesseehshallhave 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 Shelby, Alabama, and to Lesses 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 in a United States Post Office property stamped and addressed.

11. This lease cancels and supersedes any other agreement between the 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 offier or agent of Lessee.

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

"itnesses as to Lessor:

Witnesses as to Lessee:

A.A. Bazzel

Velma Benson (Seal)

E.D. Benson, her husband (Seal)

THE PURE OIL COMPANY (Lessee)

By Curtis Dawes

ATTEST: Harry L. Wylie? ("ssistant Secretary)

Audrey S. Jones

"ary Moore

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Velma Benson & E.D. Benson, her husband, whose names are signed to the foregoing Lease Agreement, and who are known to me, acknowledged before me on this date, that, being informed of the contents of said lease agreement, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11th day of November, 1950.

Wales W. Wallace Jr.

Notary Public, Shelby County

ACKNOWLEDGEMENT OF IF SSEE

STATE OF ILLINOIS

COUNTY OF COOK

On this 28th day of November, 1950, before me a Notary Public in and for said County and State, personally appeared Curtis Dawes and Harry L. Wylie, to me personally known and known to me to be the person who executed in behalf of THE PURE OIL COMPANY, a corporation, the foregoing instrument bearing date the 30th day of November, 1950, 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

Mary E. North , Notary Public

My commission expires Nov. 22, 1953.

SEAL

ACKNOWLEDGEMENT OF LESSOR

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority in and for said County, in said State, hereby certify that Velma Benson and E.D. Benson, her husband, whose names are signed to the foregoing Dealer Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contetns of said dealer lease agreement, they executed the same voluntarily on the day the same bears date.

Given Ainder my hand and official seal on this 11th day of November, 1950.

Karl C. Harrison

SEAL

Notary Public, Shelby County, Ala.

Filed in the office of the Probate Judge on the 9th day of December, 1950 at 9:00 A.M. and recorded in DEED Record 143 on page 191 this the 16 day of December, 1950.

STATE OF ALABAMA

SHELEY COUNTY

SHELEY COUNTY

SHELEY COUNTY

Privilege Tax

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L.C Walker

Judge of Probate