

LEASE AGREEMENT

Made this 1 day of June, 1952, between

John Hope and wife Rosie Hope

of Shelby 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 Shelby, County of Shelby, and State of Alabama, described as follows: Begin at Northwest corner of Block One Hundred Thirty Six(136) on Eight(8) Street, thence Easterly along North side of Block One Hundred Thirty Six(136) One Hundred Fifty(150) feet. Thence North at Right Angle to Block Line Three Hundred Fifty(350) feet more or less to Louisville and Nashville Lot Thence, SouthWesterly along a Two(2) degree curve to the left and along the property line of Louisville and Nashville Railroad One Hundred Sixty Six(166) feet more or less to East Boundary Line of Eight(8) Street. Thence South along Street Line Two Hundred Fifty(250) feet more or less to point of beginning. Containing One(1) acre more or less, lying and being in SouthEast Quarter(SE $\frac{1}{4}$) of Southwest Quarter(SW $\frac{1}{4}$) and NorthEast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), Section Eighteen(18), Township Twenty Two(22), Range One(1) East, Shelby County Alabama. With all buildings improvements and Appertainances thereto, Except a building used as a Garage and Shop with all equipment thereto which is to be removed from said property within Sixty(60) days from date.

2. To have and to hold for a period of Five (5) years commencing on the First (1) day of July, 1952, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease under the same terms and conditions for an additional period of Five (5) years, commencing on the expiration of the original term, by giving Lessor written notice thereof at least thirty (30) days prior to the expiration of 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:
(\$ 10.00) 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 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 (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 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 offeror 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 Shelby Alabama and to Lessee at Birmingham, Alabama 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 properly 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 officer or agent of Lessee.

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

WITNESSES AS TO LESSOR:

Joe L. Lively
A. A. Bazzard

WITNESSES AS TO LESSEE:

Helma H. Huddle
Mary Nelson

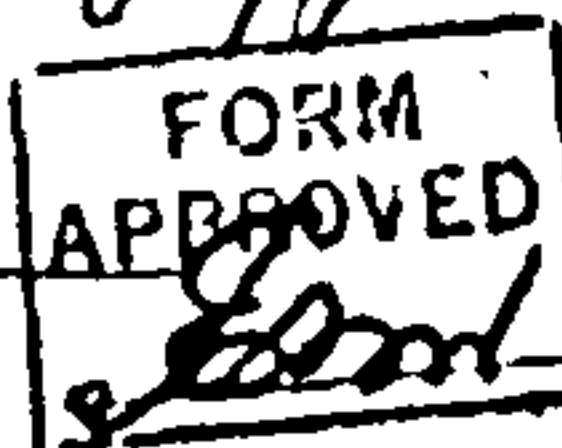
John Hope (Seal)
Rosie Hope (Seal)

(Lessor)

THE PURE OIL COMPANY (Lessee)

BY H. C. Bazzard
(Authorized Agent)

Attest: D. D. Clark
(Assistant Secretary)



STATE OF ALABAMA)
) SS
COUNTY OF SHELBY)

ACKNOWLEDGMENT OF LESSOR

On this 2 day of June 1952, before me, a Notary Public in and for said County and State, personally appeared John Hope and Wife Rosae Hope to me personally known and known to me to be the persons who executed in their own behalf the foregoing instrument bearing date the 1st day of June 1952, and who, being by me duly sworn and before me in my said County did acknowledge said instrument to be their free act and deed for the purpose and consideration therein expressed.

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

Cecil Davis
Notary Public, State of Ala

My commission expires on the 11 day of Oct 1954

ACKNOWLEDGMENT OF LESSEE

STATE OF Illinois
COUNTY OF Cook } SS

On this 8th day of July, 1952, before me, a Notary Public in and for said County and State, personally appeared N. C. Hansen and N. D. Clark, 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 1st day of June, 1952, 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.

My commission expires:

November 22, 1953

Mary E. North
Notary Public

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owner of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with the same, does hereby consent to paragraph numbered 5 thereof, and agrees that all of such equipment and facilities shall remain personal property, and shall be exempt from levy, sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises.

Witness A. A. Bazzel J. H. Hope Owner (Seal)
Witness _____ Lien Holder (Seal)

STATE OF ALABAMA }
SHELBY COUNTY }
I, L. C. Walker, Judge of Probate hereby
certify that the within _____ was
filed in this office for record the 26 day
of July 1952 at 8 o'clock A.M.
and recorded in _____
page 222 and examined _____
and the Mortgage Tax of \$ _____
Deed Tax of \$ _____ has been paid.
_____ Judge of Probate

Free Will Co.
American Life 180th
Oct. 156
Blm 1. 26.
due

Filed in the office of the Probate Judge on the 26 day of July 52 at 8 o'clock P M
and recorded in Book 124 Page 222 this 21 day of July 19 52
Deed Tax - 50 Mortgage Tax _____ has been paid.

L.C. Walker, Judge of Probate