

BOOK 156 PAGE 466 LEASE AGREEMENT

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THIS AGREEMENT, made this 26th day of March, 1952,
 between W. J. Kennerly and wife, Mary Ford Kennerly
 of Montevallo, Alabama

of J. K. Cunningham, 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 thereon, situated in the City of Montevallo,
 County of Shelby, and State of Alabama,
 described as follows:

The East seventy-five (75) feet of lot No. Twenty-five (25) in the town of
 Montevallo, according to the original plan of said town as recorded in the
 office of the Probate Judge of Shelby County, Alabama, that is to say all
 of our undivided interests in and to that lot particularly described as
 follows to-wit: Beginning at the easternmost corner of said lot No.
 Twenty-five (25), running thence northwesterly along the southwest margin
 of Vine St. a distance of seventy-five (75) feet, thence perpendicular
 to said Vine St. a distance of seventy-seven (77) feet, more or less to
 the "Kroell Lot" thence southeasterly along the line of said "Kroell Lot,"
 and parallel with Vine St. seventy-five (75) feet to the margin of Broad
 Street, and thence northeasterly along the margin of Broad Street, to the
 point of the beginning, a distance of seventy-seven (77) feet more or
 less.

together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and inter-
 est of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

2. To have and to hold the same unto the Lessee for a period of Ten (10) years
 commencing on the First (1st) day of June, 1952,
 and ending on the Thirty-first (31) day of May, 1962,
 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 First (1st) day of June,
1962, and ending on the Thirty-first (31) day of June,
1967, under the same terms and conditions as outlined herein for the origi-
 nal term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days
 prior to the expiration of the original term.
 No further option for the extension of this lease is granted.

Lessee is hereby granted the further option of extending this lease for an additional period of
 () years commencing on the () day of
 19 , and ending on the ()
 day of 19 , under the same terms and conditions as outlined
 herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least
 thirty (30) days prior to the expiration of the first extended term.

3. Lessee agrees to pay as rent for said premises:

The sum of Thirty-five and No/100 Dollars (\$35.00) per month for the
 period of this lease, beginning the First (1) day of June, 1952 through 31st of
 May, 1957, and the sum of Fifty and No/100 Dollars per month beginning on the
 First (1st) day of June, 1957, through the Thirty-first (31) day of May, 1962.
 In the event option herein granted is exercised rent for said period shall be
 the sum of Seventy-five and No/100 (\$75.00) per month for the whole of said
 period.

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 or any extension hereof, to maintain and keep the buildings, improve-
 ments 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 the Lessee's use and
 occupancy of said premises. If the Lessor, after written demand by the Lessee so to do, shall fail or refuse to make any
 necessary repairs, the Lessee shall have the right, at its option, either (1) to make such repairs and to charge the expense
 thereof to Lessor which expense the Lessor agrees to pay on demand, and until paid by Lessor, the Lessee shall have the
 right to deduct such expense from rent thereafter payable by the Lessee hereunder; or (2) to cancel and terminate this
 lease by giving written notice thereof to the Lessor. The Lessor, however, shall not be required to repair any damage done
 or waste committed upon said premises by the Lessee, but the Lessee shall repair or restore any and all damage or waste
 caused by Lessee.

5. Lessor agrees to pay, as they become due, all taxes, assessments and obligations which are or may become a lien on the demised premises and property of Lessor located thereon. If Lessor should fail or refuse to do so, Lessee shall have the right, but not the obligation, to either (1) make such payments for the account of Lessor, in which event Lessee shall be subrogated to all the rights of the holder of such lien, and in addition thereto shall have the right to apply accruing rentals in satisfaction of such obligation; or (2) in the event of a foreclosure of any such lien and the sale of the demised premises and improvements, Lessee shall have the right to buy in said premises and improvements for its own account. Lessee agrees to pay taxes and any other charges levied or assessed against Lessee's property located on the leased premises.

6. 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.

7. 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 and herein contained, and if after ten (10) days 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 benefit 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 said 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.

8. If, at any time during the term of this lease or any extension hereof, the use of the leased premises as a service station for the sale of petroleum products, automobile accessories and service, shall be prevented, suspended or limited by any zoning statute or ordinance, or any other Municipal or Governmental action, law or regulation; or if the use of said premises for such purposes be affected or impaired by the widening, altering, or improving of any streets fronting or adjoining said premises; or should the State or Federal Government reroute any State or Federal highway now adjacent to the leased premises, then in any of such events Lessee may cancel this lease by giving thirty (30) days written notice thereof to Lessor. During temporary closing of streets, for repaving or other purposes, rent shall cease if Lessee closes the service station on said premises, and the term of this lease shall be extended for a period equal to the time said station is so closed.

9. 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, or any extension hereof, and within thirty (30) days thereafter.

10. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in said premises; 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 incumbrances whatsoever.

11. In the event Lessee should make any payments for the account of Lessor as herein provided pertaining to said leased premises for which Lessor is responsible, and Lessor does not reimburse Lessee therefor upon demand, then Lessee shall have the right, in addition to any other remedy, to 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 the monthly rate of rental hereinabove specified for the original term, any and all sums owing by Lessor to Lessee, with legal interest thereon.

12. Should the leased premises be destroyed or damaged by fire or otherwise so as to be unfit for use as a service station for the sale of petroleum products, automobile accessories and service, rent shall thereupon abate until the premises have been restored to their condition before such destruction or damage; and if such restoration is not completed by Lessor within ninety (90) days, Lessee may terminate this lease. The term of this lease shall be extended for a period equal to the time said station is closed.

13. 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.

14. 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.

15. Option to purchase. Lessor hereby grants to Lessee the right and option, during the term of this lease or any extension hereof, to purchase the demised premises hereinabove described, together with all buildings, structures, improvements, fixtures, equipment, machinery and appliances situated thereon and included in this lease, at and for a cash consideration of No option under this paragraph is herein granted (Par. 15) Dollars (\$_____).

In event Lessee exercises such option, then Lessee shall give Lessor written notice thereof. In event Lessee purchases the property, then all taxes and assessments thereon for the current taxable year shall be prorated to the date on which Lessee notifies Lessor of the exercise of such option. In event a part of the leased premises is condemned, the amount of damages awarded to Lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by Lessee. Notwithstanding any change in the ownership of the leased premises, or the death or disability of Lessor, Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to the Lessor named herein, at the address hereinafter shown, and such notice shall be binding on the heirs, devisees, executors, administrators, successors, grantees and assigns of Lessor.

16. Option to meet offer to purchase. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Lessee under this lease, it is agreed that 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. If Lessee does not elect to purchase or does not purchase said property, and Lessor sells the property to the third party making such offer, then the purchaser shall take the property subject to and burdened with all of the terms, provisions and conditions of this lease, and the rights of Lessee under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership.

17. Title examination on exercise of purchase option. In event Lessee elects to purchase the property as provided in this lease, then Lessor shall, within thirty (30) days after receipt of such notice of election from Lessee, deliver to Lessee at Lessee's address hereinafter shown complete abstracts of title covering said property, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option, a title insurance policy in a responsible title guaranty company, showing a good and marketable title in Lessor. If Lessor fails or refuses to so furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the cash or other consideration to be paid for the property. Lessee shall have a reasonable time after receipt of abstracts or title policy in which to examine the title and to notify Lessor whether or not the title is acceptable to Lessee. If Lessee is willing to accept Lessor's title and consummate the purchase, then Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the premises to Lessee by general warranty deed, free and clear of all liens and encumbrances, (including, without limiting the foregoing, the rights of homestead, dower and/or curtesy) and deliver such deed to Lessee upon the payment or delivery of the consideration. Lessee shall continue to pay the rentals accruing hereunder from and after the date Lessee notifies Lessor of the exercise of said option, but upon the consummation of the purchase all such rentals so paid by Lessee shall be reimbursed to Lessee by deducting same from the cash or other consideration to be paid for the property. Lessee may also deduct from the purchase price any indebtedness owing by Lessor to Lessee, together with legal interest thereon, whether growing out of this lease or otherwise. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions to the date on which the purchase is consummated or Lessee notifies Lessor that it is not willing to consummate the purchase. If Lessee purchases the property, then contemporaneously with the conveyance of the property to Lessee this lease shall become null and void, without further notice, and Lessee shall thereupon be released and discharged from all further rentals and other obligations on the part of the Lessee to be paid, kept and performed.

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, 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 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.

~~21. Lessee agrees to pay, during the period of the original lease only, any ad valorem taxes levied against any improvements that may be placed on said leased premises by lessee.~~

21. Lessee agrees to pay, during the period of the original lease only, any ad valorem taxes levied against any improvements that may be placed on said leased premises by lessee.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year above first written.

WITNESSES AS TO LESSOR:

W. J. Kennerly (Seal)
Mary Ford Kennerly (Seal)

(Lessor)

WITNESSES AS TO LESSEE:

J. D. Miller
THE PURDUE OIL COMPANY (Lessee)
J. H. Cunningham (L.S.)
(Authorized Agent)
(Assistant Secretary)

ACKNOWLEDGMENT OF LESSOR

State of Alabama
Shelby County

I, Mary Lee Mahaffey, a notary in and for said County, in said State, hereby certify that W. J. Kennerly and wife Mary Ford Kennerly whose names are signed to the foregoing conveyance and who are known to me, acknowledge before me on this day, that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 26th day of March 1952

Mary Lee Mahaffey
Notary

ACKNOWLEDGMENT OF LESSEE
(Only when required by state law for recording)

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 9 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 of 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 _____ Owner (Seal)

Witness _____ Lien Holder (Seal)