

LEASE AGREEMENT 3007

Made this 5th day of March, 1962, betweenFred Haley and Wife Faith W. Haleyof Shelby County Hwy 10 Marvel, Alabama, as Lessor (whether one or more), and THE PURE OIL COMPANY, an 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 Hwy 10 Marvel, County of Shelby, and State of Alabama described as follows:

The south one-half of that certain plot of land deeded to the undersigned grantors by Boothton Coal Mining Company, the said plot being described in the deed to the undersigned grantors as follows, to-wit: The SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 12, Township 22 South, Range 4 West, Containing approximately 10 Acres, This land being recorded in Book 118, page 324 in the Courthouse at Columbiana, Ala. in Shelby County.

2. To have and to hold for the period commencing on the 20th day of March, 1962, and ending on the 19th day of March, 1967, 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 commencing on the expiration of the original term and ending on the 19th day of March, 1972, 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:

(\$ 40.00) 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 Route # 1, Marvel, Ala. and to Lessee at P.O. Box 156, Birmingham, Ala. 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:

[Signature]
[Signature]

WITNESSES AS TO LESSEE:

[Signature]
[Signature]

[Signature] (Seal)
Fred Haley

[Signature] (Seal)
Faith W. Haley

[Signature] (Seal)

Lessor
THE PURE OIL COMPANY Lessee
BY [Signature]
(Authorized Agent)

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ACKNOWLEDGMENT OF LESSOR

The State of Alabama
County of Shelby

I, the undersigned authority, in and for said county, in said state, hereby certify that Fred Haley and Faith W. Haley (his wife), whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they each executed the same voluntarily.

Given under my hand and official seal, this 22nd day of March, 1962.

Seal

[Signature]
Notary Public in and for
Shelby County, Alabama

My commission expires:

Mar 2 1968

ACKNOWLEDGMENT OF LESSEE

ACKNOWLEDGEMENT BY AUTHORIZED AGENT

STATE OF ALABAMA }
COUNTY OF JEFFERSON } ss

I, the undersigned, a Notary Public in and for said county, do hereby certify that

F. G. SHEPARD personally known to me to be Authorized Agent of THE PURE OIL COMPANY, an Ohio corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Agent he signed and delivered the said instrument as his 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 he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 16th day of March, 1962

My commission expires:

[Signature]
Notary Public

Notary Public, Jefferson County, Ala.
My commission expires Oct. 10, 1962
Bonded by Employers Liability Assurance

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

Witness

[Signature]

[Signature] Fred Haley
[Signature] Faith W. Haley Owner (Seal)
Lien Holder (Seal)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 3/23 1962
RECORDED & 5 MTG. TAX
& 2.50 DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Conrad M. Fowler
JUDGE OF PROBATE

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2.50

Blair 1

B & 156

The New L.S.