



338
LEASE AGREEMENT

Made this 1st day of November, 19 68, between

J.K. Cunningham

of Highway 25 Montevallo, Alabama, as Lessor
(whether one or more), and PURE OIL DIVISION, a California
corporation, as Lessee

WITNESSETH:

UNION OIL COMPANY OF CALIFORNIA

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 Montevallo, County of Shelby, and State of Alabama, described as follows:

That certain tract of land described as being the point of intersection of the North right of way line of Alabama Highway 25, being the Calera, Montevallo paved highway, with the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 24, Range 12 East and from said point of beginning run thence East along the North right of way line of said highway for a distance of 200 feet, thence run North and parallel with the West line of said 40 acres, for a distance of 210 feet, thence West and parallel with the North line of said 40 acres, thence run South along the West line of said 40 acres for a distance of 210 feet, more or less, to the point of beginning.

2. To have and to hold for an original term commencing on the 1st day of November, 19 68, and ending on the 31 day of October, 19 69, and for an extended term of 4 - **lyr renewals**
from and after the end of said 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: Ten Dollars
(\$ 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 thirty (30) 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 Highway 25 Montevallo, Ala.
and to Lessee at P.O. Box 3616 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. The leased premises have this date been subleased to Lessor herein, and anyone dealing with said premises is charged with knowledge of said sublease and its provisions.

12. 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:

Royal K. Kufatunk

J.K. Cunningham (SEAL)
(SEAL)
(SEAL)

WITNESSES AS TO LESSEE:

Madeline Massey

PURE OIL DIVISION
UNION OIL COMPANY OF CALIFORNIA (SEAL)
Lessor
BY H.B. King, Sr.
Retail Sales Manager
Title

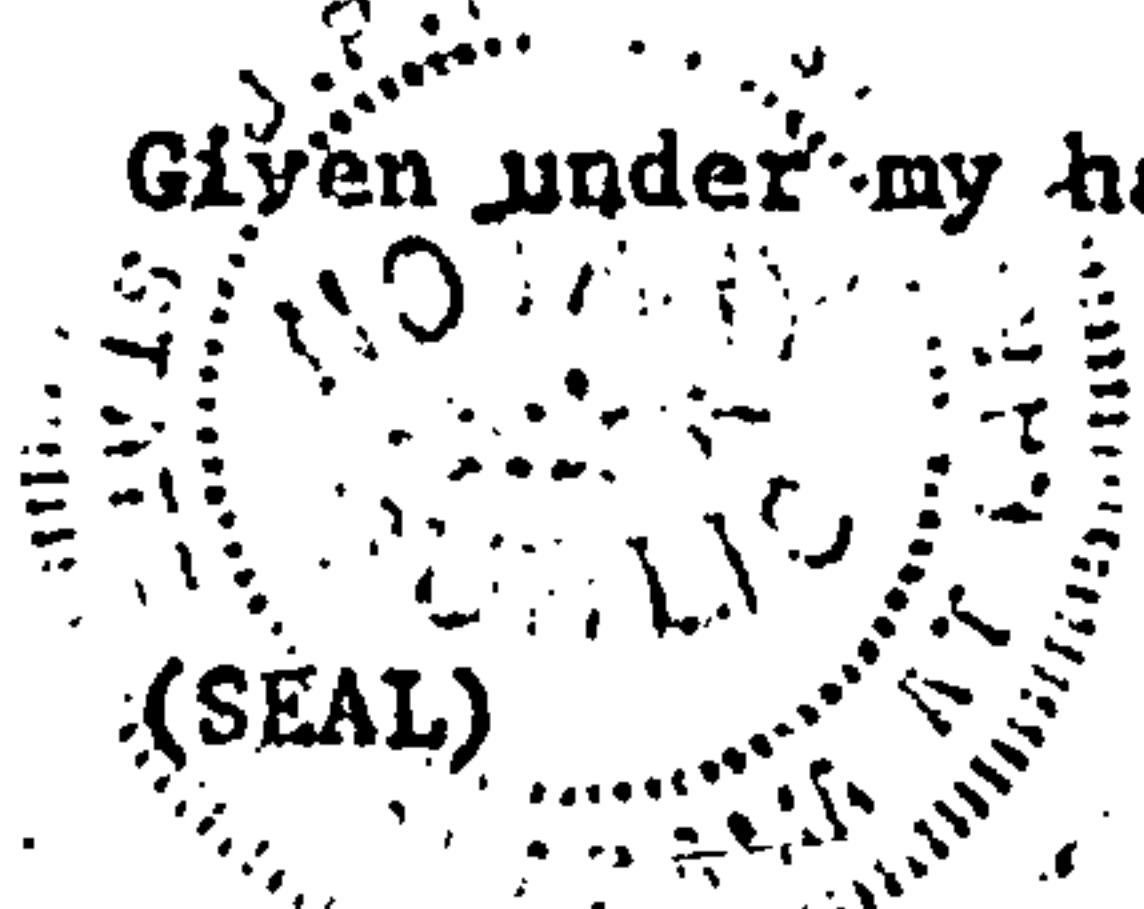
595
See cancellation in Book 255
BOOK 255 PAGE 450

ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, in and for said county, in said state, hereby certify that J.K. Cunningham, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 19th day of September 1968



[Signature]
Notary Public

My Commission Expires:

January 1971

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 equipments 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)

ACKNOWLEDGMENT OF LESSEE

STATE OF ALABAMA
COUNTY OF JEFFERSON

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

R. B. King personally known to me to be Retail Sales Manager PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California 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 Retail Sales Manager he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA 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 1st day of October, 19 68.

[Signature]
Notary Public

My commission expires:
Notary Public, Jefferson County, Ala.
My commission expires Feb. 26, 1971

BOOK 253 PAGE 457

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1968 OCT 31 PM 8:53
UCC FILE NUMBER OR
REC. FILE PAGE AS SHOWN ABOVE
CONFIDENTIAL
JUDGE OF PROBATE

True and Acc.
Witness C. G. Galt.
JAN 14 1969
B. H. H. 55-207