

LEASE AGREEMENT

Pure Oil Division
Union Oil Company of CaliforniaTHIS INSTRUMENT WAS PRE-
PARED BY MADALENE MASSEY
P.O. BOX 3616 BIRMINGHAM,
ALABAMA

9036-885-8170

Made this 15th day of December, 19 69, betweenE. C. Wooten & wife Sybil Busby WootenU. S. Highway 31 (P.O. Box 25)Alabaster, Alabamaof _____, as Lessor
(whether one or more), and PURE OIL DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California 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 Alabaster, County of Shelby, and State of Alabama, described as follows:

Begin at a point lying on the westerly Right of Way of U. S. Hwy. 31 South, which point also lies on the East-West boundary between the existing residential property occupied by W. R. Huckabee to the North, and the property occupied by and now used as a service station facility to the south; thence proceed south along the Westerly Right of Way line of U. S. Hwy. 31 South for a distance of approximately 159 ft. to a point on the southernmost boundary of said existing service station premises; thence turn westerly and proceed along a straight line for a distance of 90.0 ft. to a point; thence turn northward and proceed along a straight line that is parallel to the westerly Right of Way line of U. S. Hwy. 31 South for a distance of approximately 159 ft.; thence turn eastward and proceed along a straight line for a distance of 90.0 ft. to the point of beginning: Except that portion of the above described service station premises now used as a barber shop facility, said barber shop facility being a part of the existing service station building and occupying a floor space of approximately 300 sq. ft.

2. To have and to hold for an original term of Five (5) years commencing on the 15th day of December, 19 69, and for an extended term of No (0) years from and after the end of said original term. Lessee is hereby granted the right and option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days advance written notice thereof, and upon such cancellation, Lessee shall be released from any further rental payments and other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: One Hundred Fifty Dollars (\$ 150.00) 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 leased 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 U.S. Highway 31 (P.O. Box 25) Alabaster, Ala. and to Lessee at P.O. Box 3616 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. 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 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:

Madalene Massey (SEAL)
E. C. Wooten (SEAL)

Sybil Busby Wooten (SEAL)
Sybil Busby Wooten (SEAL)

WITNESSES AS TO LESSEE:

R. B. King, Sr.
R. B. King, Sr.
Pure Oil Division
Union Oil Company of California (Lessee)
By R. B. King, Sr. Retail Sales Mgr.

See lease cancellation Miss Bk 1 Page 51

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ACKNOWLEDGMENT OF LESSOR

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority in and for said county of said state, hereby certify that E.C. Wooten and wife Sybil Busby Wooten whose names are signed to the foregoing instrument and who are known to me, acknowledged before me this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December 1969.

(SEAL)

My Commission Expires:

Jan. 20, 1972

Harold A. Perkins
~~Notary Public~~ Justice of Peace

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 _____

_____ Owner (Seal)

Witness _____

_____ Lien Holder (Seal)

1796
1.00
1.45
2.45

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 5 day of January 1970.

My commission expires:

Notary Public, Jefferson County, Ala.
My commission expires Feb. 26, 1972
Bonded by Home Indemnity Co. of N. Y.

Jane Shelton
Notary Public

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS
INSTRUMENT WAS FILED
1970 JAN 29 AM 8:30
REC. EX. & FILED AS SHOW ABOVE
U.C. FILE NUMBER 02
Clerk of Court