

Lease Agreement

9036-877

Union 76 Division
Union Oil Company of California



Made this 29th day of December, 1970, between
Ruth R. Sumners

Route #1

of Harpersville, Alabama 35078
(whether one or more), and UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California corporation, as Lessor
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 Harpersville, County of Shelby
and State of Alabama, described as follows:

Begin at the Northwest corner of Section 21, Township 20 S
Range 2 East and run South along the West boundary line of
said section a distance of 65.0 feet to a point on the Northwest
right of way line of State Highway 76; thence run northeasterly
along said right of way line a distance of 266.0 to point on
the North boundary line of said Section; thence run West along
said North boundary line a distance of 250.0 to the point of
beginning. Said parcel of land is situated in the Northwest
corner of Section 21, Township 20 South, Range 2 East in Shelby
County, Alabama.



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Shelby Cnty Judge of Probate, AL
02/18/1971 12:00:00 AM FILED/CERT

2. To have and to hold for an original term of Five (5) years commencing on the 1st
day of January, 1971, and for an extended term of Five (5) 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 Fifty-five and no/100
(\$ 55.00) per month, payable in advance on or before the First 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 Route #1, Harpersville, Ala. 35078
and to Lessee at P.O. Box 3616 Birmingham, Ala. 35211, 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 office, or agent of Lessee.

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

WITNESSES AS TO LESSOR:

[Signature]

[Signature]
Ruth R. Sumners

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Lessor

WITNESSES AS TO LESSEE:

[Signature]

Union 76 Division
Union Oil Company of California (Lessee)

BY *[Signature]*
R. B. King, Sr. Title Retail Sales Mgr.

See Cancellation of Lease agree. msi. B K 14 page 885 4-9-76

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 Ruth R. Sumners, 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, she executed the same voluntarily.

Given under my hand and official seal, this 9 day of January, 1974.

My Commission expires:

Mary F. Farmer
Notary Public in and for State of
County, Alabama Alabama
(SEAL) Large

1900
STATE OF ALABAMA, SHELBY CO.
CERTIFY THIS
INSTRUMENT WAS FILED
FEB 18 3:33 PM '74
U.C. FILE NUMBER OR
BK. & PAGE AS SHOWN
Campbell

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)

3.50
1.45
3.95

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Shelby Cnty Judge of Probate, AL
02/18/1971 12:00:00 AM FILED/CERT

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, UNION 76 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 UNION 76 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 11th day of January, 1974.

Madalene Massey
Notary Public

My commission expires:

Notary Public, Alabama State at Large
My commission expires June 24, 1974
Bonded by Home Indemnity Co. of N. Y.

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