## LEASE

THIS LEASE MADE and entered intothis 21st day of October 1929 by and between W. H. Crawford, Prop. Crawford Service Station of the County of Shelby and State of Anabama, designated herein as lessor, and Shell Petroleum Corporation, a Virginia Corporation designated herein as lessee;

WITNESSETH; that lessor does hereby lease to lessee the following described premises inthe City of Calera County of Shelby and State of Alabama, to-wit:

A certain Service Station of cement stone construction with canopy Concrete driveway, building of fireproof material, located on lots 13 and 14 in block 63, according to J.H.Dunston's map and survey of Town of Calera, in County of Shelby in State of Alabama, as follows; 50' on Montgomery Highway by 140' on 6th Avenue

together with all improvements and equipment thereon or connected therewith as evidenced by inventory attached hereto and marked Exhibit "A".

TO HAVE ANDTO HOLD the same for a priod of five yeats, beginning on the 15th day of November, 1929 and ending on the 15th day of November, 1934, unless sconer terminated as hereinafter provided. The lessee agrees to pay to lessor as rent for said premises the sum of Six Hundred Dollars per year from November 15th 1929, to November 14th 1934, the sum of \_\_\_\_\_\_\_in equal monthly installments in advance on the completion of Bldg. and agrees to mail drafts for same to lessor at Calera, Alabama, provided, however that failure to pay any installment of rent when due shall not work a forfeiture of this lease unless written notice of such default is served upon lessee by lessor, and in that event lessee shall haveten days from the receipt of such notice in which to pay such installment.

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Said premises shall be used as a gasoline filling and automobile service station.

This lease isamade contingent upon lessor or lessee obtaining and retaining the necessary legal permission to conduct and operate said business upon said premises. If said permission cannot be secured or if obtained is subsequently revoked or if for any reason it shall become illegalfor lessee to conduct said business upon waid premises, then lessee, at its option may terminate this lease. Rents provided for shall automatically cease during any period of time that lessee is deprived of or denied the right to conduct its business upon said premises by any proper or legal authority. Lessee is given the right to move, remove, change, alter or modify any protion of said premises, including buildings, tanks, driveways, and curbing, and to make, build and place upon said premises such insallation and equipment as shall be necessary to meet the requirements of lessee and is further given the right to paint in Shell colors any and all buildings and equipment now upon or which may be hereafter placed upon said premises.

It is the agreement of the parties hereto that no rents shallaccrue or be payable by virtue of this lease until all improvements to be erected upon said premises, in accordance with plans and specifications submitted by lessor to lessee shall have been fully completed, and alloequipment described in "xhibit "A" property installed and possession of said service station shall have been delivered to and accepted by lessee.

Allnecessary repairs shallbe made by and at the expenses of lessor. All necessary painting, however, of the equipment and building shallbe done and at the expense of lessee. If any of the equipment leased hereby becomes worn out through reasonable use or becomes obsolute during the term of this lease or any extension thereof, then and in that event the lessee may replace the same and shall have the right at the termination of this lease for any cause, to remove the same.

The equipment herein leased and described in "xhibit "A" shall remain the property of the lessor and shall be removed by lessor from the premises herein leased when the same has been replaced by new equipment as above provided.

Should the premises leased become untenantable or unfit for use by lessee the lessee shall notify lessor in writing of the repairs deemed necessary to place said premises in satisfactory condition, and lessor shall make such repairs within thirty (30) days after the date of said notice. If however, lessor fails to make such repairs in said time, lessee has the right to terminate this lease without further liability, or may make such repairs and deduct——from the rentals as they accrue the sum expended therefor.

In case saidpremises are rendered unfit for the use by fire, storm or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness for occupation until said property is put in tenantable condition and lessee is able to and does occupy the same for the purpose of conducting its business thereon. Lessor agrees to immediately replace and repair and reconstruct said building and equipment in said event and supply and provide equipment and buildings of like value and of like character and construction. Should lessor fail or refuse to immediately repair or reconstrust the premises and proceed with the work with due diligence, the lessee may at its option, repair or reconstruct the same, and in that event shall have a lien upon said premises for the amount so expended and is authorized to withhold all rents as they accrue until it shall be reimbursed for the sum so expended, together with interest thereon.

Lessor agrees to pay all taxes, general and special, water license and all other charges that may be levied or assessed against said premises, including all bills flr light and hear incurred in the use of said pemises. If lessor is not employed by lessee to operate said service station then lessee agrees to pay all bills for light and hear incident to the conduct of said business. In the event of failure on the part of lessor to paysuch taxes and charges when due and payable, lessee shall and is hereby given the right to pay and discharge the same tolessor, and lessee may withhold all rentals as they accrue until it shall have been reimbursed for any sum so advanced, together with interest thereon..

Lesses agrees to deliver said premises to lessor at the expiration or termination of this lease for any cause, subject however, to all of the rights herein granted to change, alter or modity any portion of the same, in as good condition as when received, ordinary wear and tear excepted.

Lessee has the right at any time before the xpiration of this lease by lapse of time or otherwise, and within thirty (30) days after said termination, to enter upon said premises and remove therefrom any property, installation or equipment, it owns or may have placed thereon.

Lessee, during the term of this lease or any extension thereof, is given the right to sublet or assign all or any part of its rights in and to said premises.

It is further the agreement of the parties that lessee has and is hereby given the right to cancel this lease and if lessee desires so to do lessee shall give thirty days written notice to Lessor and designate a particular rental due date upon which such cancellation is to become effective. In said event lessee further agrees as a consideration for said cancellation, to pay to lessor the total sum of Six Hundred Dollars. This lease is to become binding and valid only when approved by the executives or authorized agent of the lessee at the home office in St. Louis Missouri.

"henever the word Lessor is used herein it shall be construed to include the successors and assigns of lessor, and the word lessee shall include the successors and assigns of lessee.

In witness whereof the parties here to have executed this instrument in duplicate the day and year first above written.

Witness:

A. B. Baxley

Exhibit A

2-10 Gal. Visible Fry pumps

2-550 Underground tanks

H.Crawford (Seal)
Crawford Service Station
Lessor

Shell Petroleum Corporation
By Vice President, Lessee

Secretary

STATE OF ALABAMA
COUNTY OF SHELBY

I, H.R. Looney, a Notary Public hereby certify that W. H. Crawford whose signature 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of Nov. 1929.

My commission expires June 1933

R. R. Looney--Notary Public

owner and his wife to this subletting). The undersigned hereby consents to the subletting of lessor's rights in the foregoing lease to the ShellPetroleum Corporation. The undersigned agree that in the event the lessor defaults in any of the covenants of the lease under which said lessor acquired rights in and to the above described premises, to notify the Shell Petroleum Corporation at Shwll Building, St.

Lauis Missouri, of suchdefault; said Shell Petroleum Corporation shall have ten days after the receipt of which notice to make good, at its option, such default on the part of said lessor and further agree that so long as Shell Petroleum Corporation thereafter complies with the terms of the original lease its rights in and to the property under this agreement shall be valid and remain in full force and effect.

A. B. Baxley (Seal)
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, H.L.Crim a Notary Public hereby certify that A. B.Baxley and Jewell Baxley his wife, whose names are asigned 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 executed the same voluntarily on the day the same bears date.

Given under my and and official seal this 8 day of Nov. 1929.

THE STATE OF ALABAMA )

SHELBY COUNTY

I hereby certify that the within lease was filed in this office for record Feb. 14th 1930 at 9 oclock A.M and recorded in Deed record 90 page 595 and examined.

Cage Head--Judge of Probate