## LEASE

THIS LEASE made and entered into this 10th day of May 1930, by and between E. M. Lathem and Wilmer Nickerson Lathem his wife, of the county of \_\_\_\_\_ and State of Alabama 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 in the City of Siluria, Alabama, County of Shelby and State of Ala. to-wit: Location. The front of a certain building located on a certain parcel of ground, lots 2 and 3 in block No. 1, beginning at south line of Lot 2 A. J. Grafenkamps survey of buckcreek cotton mills sub-division a part of east half of northeast quarter of section 2, township 21 range 3. This front runs 50 feet along Montgomery highway, and 36 feet deep, together with all improvements and equipment thereon or connected therewith as evidenced by inventory attached hereto and marked Exhibit "A".

To have and to hold the same for a period of 5 years and 7 months, beginning on the 1st. day of June, 1930 and ending on the 31st.day of December, 1935 unless sooner terminated as hereinafter provided.

The lessee agrees to pay to lessor during the term of this lease, on or before the 15th day of each month, beginning with the 15th day of July 1930, as rent for said premises, a sum equal in amount to one cent (c) per gallon on all gasoline sold by lessee on said premises during the preceding calendar month.

Lessee further covenants and agrees to operate said service station in a business like manner and will at alltimes endeavor to promote and increase the sale of asoline at said station. Said premises shall be used as a gasoline filing and automobile service station. This lease is made contingent upon lessor or lessee obtaining and retaining the necessary legal permission to conduct and operate said business upon said premises. If said permisson cannot be secured, or if obtained, is subsequently revoked, or if for any reason, it shall become illegal for lessee to conduct said business upon said premises, then lessee, at its option, may terminate this lease. Each 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, changem alter or modify any portion of said prem ses, including buildings, tanks, driveways and curbing and to make, build an place upon said premises such installation 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 equapment now upon or which may be hereafter placed upon said premises.

It is the agreement of the parties hereto that no rents shall accrue 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 all equipment described in Exhibit "A" property installed and possession of said service station shall have been delivered to and accepted by lessee.

All necessary repairs shall be made by and at the expense of lessor. All necessary painting, however, of the equipment and building shall be done by and at the expense of lessee. If any of the equipment leased hereby becomes worn out through reasonable use or becomes obsolete 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, "he equipment herein leased and described in "xhibit "A" shall remain the property of the lessor and shall be

removed by lessor from the premises here in 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 inwriting of the repairs deemed necessary to place said premises insatisfactory condition, and lessor shall make such repairs within thirty (30) days after the date of said notice. If however, lessor fails tomake such repairs in said time, less ee has the right to terminate this lease without further liability or make such repairs and deduct from the rantals as they accrue the sum expended therefor.

In case said premises, are rendered unfit for 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 abld to and does occupy the same for the purpose of conducting its business thereon. Lessor agrees to immediately replace and repair and recors truct 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 construct 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 the lien upons aid 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 alltaxes, general and special, water license and all other charges that may be levied or assessed against said premises, including all bills for light and heat incurred in the use of said premises. If lessor is not employed by lessee to operate said service station, then lessee agrees to pay all bills for light and heat incident to the conduct of said business. In the event of failure on the part of lessor to pay such taxes and charges when due and payable, lessee shall have and is hereby given the right to pay and charge same to lessor, and lessee may withhold all rentals as they accuse until is shll have been reimbursed for any sum so advanced together with interest the reon.

Lessee 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 modify 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 expiration of this lease by lapse of time or otherwise, and within thirty days after said termination to enter upon said premises and remove therefrom any property installation or equipment it owns or may have placed thereon.

It is further agreed that if lessor, during the term of this lease or any renewal thereof desires to see said property to a prospective purchaser; able, willing and ready to buy the same, lessor shall so notify lessee. Said notice shall give the name and address of the prospective purchaser and be accompanied by an affidavit by the lessor that such prospective sale is bona fide and that the lessor intends to sell and convey said property, and lessee shall ther supon have the right and option bo purchase same at the price ane upon the terms offered by such prospective purchaser.

Lessee agrees in the event i desires to purchase, that it will whith mufifteen (15) days from the receipt of such notice, signify its intention to buy said property and lessor and lessee agree that they will complete said sale without any unreasonable delay. Lessor to furnish abstract of title as hereinafter provided. In the event

of sale to any third party an in the event such purchaser should desire to sell said property during the term of this lease or any renewal period, lessee shall have the like option to purchase at the price offered by any homa fide prespective purchaser, upon the same terms and conditions set forth above; it being understood that the right of lessee to purchase at the offered price shall be a continuing rightduring the esixtence of this lease, whenever the owner of the fee may desire to sellsaid property. Lessee's failure to exercise any option herein contained shall not inanyoway affect this lease or the rights of the lessee to the estate hereby created.

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 hoo lessee shall give 30 days written notice to lessor and designate a particularly rental due date upon which such cancel lation is to become effective. In said event lessee further agrees as a consideration for said cancellation, to pay to lessor the total sum of One Hundred Dollars. This lease is to become binding an valid only when approved by the executives or authorized agent of the lessee at the Home Office in St. Louis Missouri.

Whenever the word Lessor is used herein its hall 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 hereto have executed this instrument in duplicate the day and year first above written.

S. M. Lathem
WilmaENickensbnmLathem
Lessor

Shell Petroleum orporation
By J. C. Mims
egional Manager

Exhibit "A"

A service station measuring 36 x 50 x 40 2 - 10 - 0al mapid Dayton Pumps

2 - 560 Underground Storage tanks

(If lessor is not the owner of the premises secure the signatures of the fee

owner and his wife to this subletting.) The undersigned hereby consent to the subletting of Tessor's rights in the for going lease to the Shell Petroleum 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 Shell Building, St. Iouis, Missouri, of suchdefault; said ShellPetroleum Corporation shall have \_\_\_\_\_days after the receipt of such notice to make good, at its option, suchdefault on the part of said lessor, and further agree that so long as Shell Petroleum Corporation thereafter complies with the terms of theoriginal lease its rights in and to the property under this agreement shallbe valid and remain in full force and effect.

STATE OF ALABAMA )
COUNTY OF SHELBY )

I, K. B. Nickerson, a Notary Public hereby certify that E. M. Lathem and Wilma Nickerson Lathem 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 executed the same voluntarily on the day the same bears date.

Given under my hand and officialseal this 12th day of May 1930.

My commission expires June 1932.

K. B.Nickerson--Notary Public

THE STATE OF ALABMA

SHELBY COUNTY

I hereby certify that the within lease was filed in this office

for record July 5th 1930 at 9 oclock A.M. and recorded inDeed record 91 page 357 and examined.

Cage Head--Judge of Probate

No tax due