

LEASE

THIS LEASE made and entered into this 23 day of December, 1930 by and between W. H. Chapman and Lida Chapman, his wife, of the County of Shelby 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 i the City of Columbiana County of Shelby and State of Alabama to-wit:

That portion of Sec. 25, Tp. 21, R. 1 west, beginning at the southeast corner of No. Main and E. College Strs. in the City of Columbiana Eastward along E. College St. seventyfour (74) feet, thence north fifty (50) feet, thence west seventy four (74) feet to No. Main St. thence south along No. Main St. to point of beginning. The above property is recorded in Deed Book 75 page 85 in the Judge of Probate's office of Shelby County, Alabama, 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, beginning on the 23 day of December, 1930 and ending on the 22 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 February 1931 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 all times endeavor to promote and increase the sale of gasoline at said station. Said premises shall be used as a gasoline filling 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 permission 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. 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, change, alter or modify any portion of said premises, including buildings tanks, driveways and curbing, and to make, build and place upon said premises such installations 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 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" properly 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. The equipment herein leased

and described in Exhibit "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 untenable 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 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 able 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 reconstruct 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 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 accrue until it shall have been reimbursed for any sum so advanced together with interest thereon.

Lessee has the right and option to extend this lease for a further period of one year from the date of its expiration, upon the same terms and conditions herein specified. Should lessee desire to exercise this option, lessee agrees to give notice to lessor in writing at least thirty (30) days in advance of the expiration of this lease, said notice to be mailed to lessor at Columbiana, Ala. or to lessor's last known address.

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 (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.

It is further agreed that if lessor, during the term of this lease or any renewal thereof, desires to sell 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 thereupon have the right and option to purchase same at the price and upon the terms offered by such prospective purchaser. Lessee agrees in the event it desires to purchase, that it will within fifteen (15) days from the receipt of such notice, signify its intention to buy said property and lessor and lessee agrees 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 and 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 bona fide prospective 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 right during the existence of this lease, whenever the owner of the fee may desire to sell said property. Lessee's failure to exercise any option herein contained shall not in any way affect this lease or the rights of the lessee to the estate hereby created.

In the event lessee exercises any purchase option, lessor agrees and will within 30 days after notice provided for above, secure and submit to lessee an abstract or certificate of title prepared by competent and reliable abstractors, which said abstract or certificate shall be satisfactory to and approved by attorneys for lessee. Lessor further agrees to execute and acknowledge deed and bill of sale which shall be satisfactory to and approved by attorneys for lessee.

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 30 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 Three Hundred & No/100 Dollars. This lease is to become binding and valid only when approved by the executives or authorized agent of the lessee.

Whenever 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 hereto have executed this instrument in duplicate the day and year first above written.

STATE OF ALABAMA       )  
                                  SS  
COUNTY OF SHELBY     )

W. H. Chapman  
Lida Chapman  
\_\_\_\_\_  
Lessor  
Shell Petroleum Corporation  
By \_\_\_\_\_ Regional Manager  
\_\_\_\_\_  
Lessee

I, W. T. Taylor Jr. a Clerk of Circuit Court hereby certify that W. H. Chapman, and Lida Chapman, 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 official seal this 24th day of December, 1930.

My commission expires  
Jan 15th 1935

W. T. Taylor Jr.  
Clerk of Circuit Court

Exhibit "A"

Service Station Dimensions 50' x 74' "In consideration of the sum of \$1.00 the receipt of which is hereby acknowledged."

(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 lessor's rights in the foregoing 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. Louis, Missouri, of such default; said Shell Petroleum Corporation shall have 30 days after the receipt of such 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.

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )

Harry Gordon  
Lavonia A. Gordon  
Leo Friedberger  
Pearle Friedberger

I, W.T. Taylor Jr. Clerk of Circuit Court hereby certify that Harry Gordon and Lavonia Gordon his wife and Leo Friedberger and Pearl Friedberger, 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 official seal this 24th day of December, 1930.

W.T. Taylor Jr.  
Clerk of Circuit Court  
My commission expires Jan. 15th, 1935

THE STATE OF ALABAMA       )  
SHELBY COUNTY               )

I hereby certify that the within Lease was filed in this office for record Feb. 24th 1931 at 9 o'clock A.M. and recorded in Deed record 92 page 214 and examined.

Cage Head--Judge of Probate

STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that  
\$ 50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.  
CAGE HEAD,  
JUDGE OF PROBATE