LEASE

THIS LEASE, made and entered into this 25th day of February 1931 by and between F.W.Rogan 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 lessees the following described premises in the City of Montevallo County of helby and State of A_1 abama, to-wit:

That part of the lot 36 according to the plat of the town of Montevallo, being further described as follows: Commencing at the northwest corner of lot 36 and running along the margin of MainStreet in a northeasterly direction for a distance of 75 feet; thence running in a southeasterly direction, perpendicular to Main Street for a distance of 20 feet; thence in a southwesterly direction, parallel to Main Street, a distance of 75 feet, thence in a northwesterly direction 20 feet to point of beginning, together with all improvements and equipment thereon or connected therewith as evidenced by inventory hereto and marked Exhibit "A".

TO HAVE AND TO HOLD the same for a period of three years, beginning on the 1st. day of March 1931 and ending on the 28th day of February, 1934, unless sooner terminated as hereinafter provided.

The lessee agrees to pay lessor during the term of this lease, on or before the 15th day of each month, beginning with the 15th day of April, 1931 as rent for said premises, a sum equal in amount to one cent 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 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 saidpermission 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 premses, 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 remove, 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 installation and equipment as shall be necessary to meet his 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 accept ed 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 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 ha 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 rentals 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 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 ope ate said service station, thence lessee agrees to pay abl bills for light and leat 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 the 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 two years 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 Montevallo, Ajabama, or to lessor's last known address. Lessee agrees to deliver said premises to lessor at the expiration of 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 desures 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 anaffidavit by the lessor that such prospective sale is bona fide and that the lessor intends to sell and convey said property and lessee shall htereupon 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 days from the receipt of such notice, signify itsintention to buy said property, and lesser and lessee agree that thet will complete said sale without any unreasonable delay. Lessor to furnish abstract | of title ashereinafter 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 about; it being understood that the right of lessee to purchase at the offered price shallbe 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 afternotice provided for above, secure and submit to lessee an abstract or certificate of title prepared by competent and reliable abstracters, which said abstract or certificate shallbe 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 shallgive 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 Two Hundred & Fifty & 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.

F. W.Rogan (Seal)
Mrs.Belle Rogan (Seal)
Lessor

Shell Petroleum Corporation
By____Regional Manager
Lessee

Exhibit, "An

Service Station 75 ft. x 20 ft. "In ∞ nsideration of the sum of \$1100 the receipt of which is hereby acknowledged."

(If lessor is not the owner of the premises, secure the signatures of the/owner and his wife to this subletting.) The undersigned hereby consent to the subletting of lessor's rights in the for going lease to the Shell Petroleum Corporation. The undersigned agrees 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 at She lBuilding, St. Louis, Missouri, of such default;
said Shell Petroleum Corporation shall havedays after the receipt of such notice
tomake good, at its option, such default on the part of said lessor, and further agree
that so long as Shell Fetrokwum Corporation thereafiter 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)
I, Lucile Cooper, a $^{ m N}$ otary Public hereby certify that F.W. $^{ m R}$ ogan and Belle $^{ m R}$ ogan
his wife whose names are signed to the foregoing instrument ane who are knwn to me,

I, Lucile Cooper, a Notary Public hereby certify that F.W. Rogan and Belle Rogan his wife whose names are signed to the foregoing instrument ane who are knwn 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 offical seal this 25th day of $^{
m F}$ ebruary, 1931.

Lucile Cooper--Notary Public
My commission expires December 5, 1932

THE STATE OF ALABAMA)
SHELBY COUNTY)

I hereby certify that the within lease was filed in this office for record June 13th 1931 at 9 oclock A.M. and recorded in Deed record 92 page 396 and examined.

Cage Head--Judge of Probate

STATE OF ALABAMA
SHELBY COUNTY

I hereby certify that

Privilege Tax
has been paid on the within
instrument as required by
law.

CAGE HEAD, JUDGE OF PROBATE