STATE OF ALABAMA
JEFFERSON COUNTY)

THIS LEASE AND CONTRACT, made and entered into this 10th day of December 1931, by and between James Madison Allen, Sr. of Helena, Alabama Route #1. hereinafter called Lessor, and the WOFFORD OIL COMPANY, a corporation, with its principal place of business in the City of Birmingham, Alabama, hereinafter called Lessee,

WITNESSETH:

That the Lessor does hereby rent and lease unto the Lessee the following described premises in the County of Shelby State of Alabama, to-wit:

Beginning at the SE corner of SW ¼ of the NW¼ of section 31, Tp. 19, Range 2 W. Thence No. 58° W, 220 ft. running along the Acton Road to point on edge of right of way between said road and Birmingham-Montgomery Highway. Thence S 38° east along NW side of Highway right of way 466 ft. to point thence No. 10° West 254 ft. to corner of fence, then No. 55° West 22 ft. to point of beginning. Said tract of land being in SW¼ of NW¼ and the NW¼ of the SW¼ Sec. 31, Tp 19, Range 2 West.

For use as an automobile service and filling station and other purposes usually and ordinarily insidental thereto, for and during the term of five years from the 10th day of December 1931. Upon expiration of said term, this lease and contract shall continue in full force and effect unless and until terminated by thirty days' notice in writing by either party.

In consideration whereof the Lessee agrees to pay to the Lessor on the first day of each rental year during the term of this lease in advance as rent for said premises herein leased the sum of Fifty and no/100 dollars ($50.00) per year.

This lease and contract is made upon the following terms and conditions, namely:

Lessor does not warrant that premises leased are in good condition or fit or suitable for use and purpose for which they are hereby let and that Lessor shall not be required to make any repairs on said premises or about the same during said term except the Lessor agrees to keep the roof on all buildings located on said premises in good repair.

The Lessee agrees to take good care of said premises and not to permit any waste, and to comply with the laws of the State and City in which said premises are located in regard to nuisance as might specifically apply to the operation of said service station and to hold the said Lessor harmless against any loss or damage which the Lessor may suffer on account of operation and use of said premises by the Lessor in violation of law. The Lessee agrees that in the event it subleases said premises or any part thereof, or transfers this lease and agreement, it shall remain liable thereon and shall be obligated in the performance of all the terms and provisions thereof as if said lease had not been transferred or said premises or any part thereof subleased. In the event the Lessee shall fail to comply with the terms and provisions hereof, and fail to pay the rental as and when due and it becomes necessary for the Lessor to place same in the hands of an attorney for collection, then and in that event the Lessee herein agrees to pay all costs of collection including attorney's fee.

IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and seals on this 10th day of December 1931.

James Madison Allen (Seal)
(Lessor)

WITNESS
B.H.Hunt

Witness:
Vicie H. Issos.

WOFFORD OIL COMPANY
By O.M.Colston (SEAL)
(Lessee)
Secy, Tres.

Consent of Owner.

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees with said WOFFORD OIL COMPANY that it may enter the hereinabove demised premises and remove therefrom any and all pumps, tanks and equipment placed thereon

by the said WOFFORD OIL COMPANY, at any time within thirty (30) days after the expiration or prior termination of the undersigned's lease with the aforesaid Lessor. The undersigned further agrees that if the said Lessor shall default in the payment of the rent reserved in his lease with the undersigned, the said WOFFORD OIL COMPANY may at its option, pay said rent and will thereupon succeed to the rights of the said Lessor in the demised premises to the same extent as if the said Lessor had assigned his lease to the said Wofford Oil Company.

James M Allen Jr (Seal)
Lessor

Witness: B.H.Hunt

Witness Vicie H. Issos

Wofford Oil Company

By O.M.Colston, (Seal)
Lessee
Secy ,Treas

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