(LEASE)

Lease Agreement Form G

Thia agreement in duplicate made and entered into this 29 day of September A.D.1932, by

and between E.E?Bentley of Sikuria Ala., Route I party of the first part ,Lessor(whether one or more, and when referred to by pronoun the singular neuter gender will be used) and Sinclair Refining Company, a Maine corporation, authorized to transact business as a foreign corporation in the State of Alabama having its principal business office at New York, New York, party of the second part, Lessee: ' ' '

WITNESSETH: That Lessor for and inconsideration of the rents, covenants and agreements hereinafter mantioned, reserved and conditioned on the part of Ebssee to be maintained, paid, kept, and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee, its successors and assigns, that part and only that part of the following described premises, used and constituting an oil and gasoline service station and excluding all other parts or portions of said premises, situate in the City of Shelby County and State of Alabama, to-wit: One brickservice station beginning Twelve feet South of Cafe, running south seventy five feet along East side of Montgomery Highway, thence East fifty feet, thence North Seventy five feet, thence fifty feet west, to point of beginning same being a part of North Half of S W & Section 28 Township 21, Range 2 West and a part of North half of SW& of Section 28, Township, 28 Range 2 West.

TO HAVE ANN TO HOLD the above rented and leased premises with the buildings, improvements and fixtures, and such furniture, pumps, tanks, air compressors, appliances, pipe lines, unloading racks and unloading facilities as may be thereon located, and all rights, previleges and appurtenances thereunto belonging; togetherwith any and all permits, whether village, city, country or State, unto Lessee, its successors and assigns, for a term of One Year from the First day of October A.D. 1932, the possession of all of which is delivered to and accepted by Lessee on and as of the beginning of and for said term. Lesse is hereby granted the exclusive option to extend this lease for a period of One year, which option shall be exercised by Lessee's giving Lessor written notice of Lessee's election within the term hereof. Upon the expiration of the term hereof or any extension thereof, the lease shall continue in full force and effect until terminated by thirty (30) days' notice in writing by either party.

For each month during the term hereof, or any renewal or extention thereof, Lessee shall yield and pay as rental for said premises, station and appurtenances a sum equal to One sent per gallon on all gasoline which Lessee shall deliver to said station during the month for which rental if to be computed, which gasoline shall be sold from and through said station; the monthly periods for which the rentals shall be due and payable shall be calendar months and such rental shall be paid at the end of the month not later than the 20th day of the month succeeding that for which the same may be que; provided, however, that the rental for any monthly period shall not be less than live dollars In lieu of paying said rental in the aggregate and at the time as hefeinbefore provided, Lessee may at its option at any time, it shall so determine pay said rental in installments concurrently with each delivery of gasoline to said station by deducting on the tank wagon ticket or invoice from the amount of such invoice a sum computed at the rate of rental above specified based on the quantity of gasoline then and there so delivered and the sum so deducted shall be applied and accepted by Lessor as payment of rentals accruing under this lease and shall constitute full payment of rental accruing as based and computed on such deliveries during the period Lessee shall elect to pay said rentals in installments.

If at any time during the term hereof Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder. Lessor covenants and agrees to and with Lessee that the rents being paid in the manner and at the time prescribed and the comenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee against thr lawful claims of all persons whomsoever the premises and property hereby granted.

Lessor agrees to pay all taxes, and assessments, whether Municipal, State or County, made against theppmemises leased herein, also all water and electric current charges incident to the operation of said premises and Lessor at its own waxxmoost and expense shall place, keep, and maintain the leased premises in good, safe, and proper order and condition during the term of this lease or any renewal thereof

Lessee agrees to pay and all license fees, occupation taces and/or privilege taxes imposed upon the sale of petrolium products on the demised premises and building and equipment thereon.

property and/or said premises shall be untenantable

Lessor shall, at its own cost, maintian in good condition and repair the improvements and personal property hereby leased. Should said properties be destroyed, or be so damaged by fire or other casualty as to become untenantable, Lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease. Rentals hereunder shall be abated during such time as Lessor shall fail to do maintain and repair such improvements and personal

Lessee shall have the right and privilege of erecting placing, constructing equiping, maintaining and operating on the demised presmies and in connection with said station any and all structures, improvements; appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require un operating, transacting, carrying on and conducting on said premises its bueiness of storing, distributing, and matketing and products of refihed petrolegm. Any installation, heretofore or hereafter made by Lessee of its equipment, of its signs advertising its businsss, or if any of its property upon said premises ahll be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

Lessee shall have the right to make proper connections with any and all water-gas-and sewer-lines and pipes on the demised premises and may continue the use and service thereof during the term of this lease.

In the event Lessee shall be in default in the payment of rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor to it of such default, Lessor shall have the privilege of terminating this lease and declaring the same at an end, and of repossessing itself of the premises, and

Lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event Lessee shall remain in default.

In the event Lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at any time hereafter Lessee is prevented by operation of law from using said station and premises for the pusposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

On the termination of this lease by papse of time or otherwise, Lessee may: at its option and at its own expense, remove from the demised premises any and all improvements and equipment of whatsoever nature placed or owned by it on the ddmised premises, whether affixed to the premises or located in, on or under the same, or not; and after such removal shall restore the surface of the ground to its uniform leval and even condition, free from all excavations and from de-bris.

THIS AGREEMENT shall be binding upon and inure to the benefit of Lessor and Lessee and as well the grantees, heirs, executors, administrators, successors and assigns of Lessor, and the successors and assigns of Lessee. Lessee shall have the right to assignethis lease or sublet the premises or any part thereof, or allow third parties to occupy and use the same.

Witness the hands and respective seals of the parties hereto respectively witnessed or attedted the day and the year first above written.

Signed, sealed and delivered in the presence of: Chas W Coleman

E.E.Bentley (SEAL)
Party of the First Part, Lessor

Sinclair Refining Company (SEAL)
By A T Buck, District Manager
LE Black, Party of the Second Part, Lessee

STATE OF ALABAMA, LESSORS ACKNOWLEDGMENT COUNTY OF JEFFERSON)

On this 29th day of Sept., 1932, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Lessor personally known to me, and to me acknowledged that Lessor executed the above and foregoing lease for the uses, purposes and considerations therein expressed, and that the execution of the same was the free and voluntarily act and deed fo the Lessor, and I further certify, if Lessor is a corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution of said lease was by authority duly granted

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and the year last above written.

My cimmission expires 9-10-36

Jas G. Bowen, Jr., Notary Public

Landowner's consent (must be procured in all instances)
The undersigned owner(herein referred to in the singular number whether one or more)
of the premises described, hereby consents to thr sublettibe of same in accordance
with the above and foregoing agreement.
Witness; Chas W Coleman

E E Bentley, Owner.

STATE OF ALABAMA,
SHELBY COUNTY) I, Cage Head, Judge of Probate hereby certify that the within

lease was filed for redord in this of ice Nuxumbarxxxx 1932 and recorded in deed record 95 and page 27 and examined, November 17th 1932.

Cage Head, Judge of Probate

STATE COUNTY COUNTY

I bereshy certify that

in been paid on the within

line been paid on the within

manufact as required by

CACIE HEEAD,
JUDGE OF HROBATE