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SINCLAIR OILS

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## SINCLAIR REFINING COMPANY

## LEASE AGREEMENT-Form G

THIS AGREEMENT, in duplicate, made and entered into this 26th day of September A.D. 1932 by and between C.N.Milan of Helena, Alabama, street address Route 1 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:

WITHESSETH: That Lessor, for and in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and conditioned on the part of Lessoc 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 for and constituting an oil and gasoline service station, and excluding all other parts or portions of said premises, situate in the City of Acton County of Shelby and State of Alabama.

One store and filling station located at Acton, Alabama on Montgomery Highway, 75 feet fronting on Montgomery Highway, 100 of feet in depth. Same being described as 75 by 100 feet same being a part of S W 1 of N W 1 Section 25 Township 19 Range 12 West.

TO HAVE AND 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, privileges and appurtenances thereunto belonging, together with any and all permits, whether village, city, county or State, unto Lesser; 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. Lessee 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 extension thereof, Lessee shall yield and pay as rental for said premises, station and appurtenances a sum equal to One cent per gallon on all gasoline which lessee shall deliver to said station during the month for which rental is 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 due; provided; however, that the rental for any monthly period shall not be less than Dollars xxxxx \$5.00

In lieu of paying said rental in the aggregate and at the time as Rixa hereinbefore provided, Lossee 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 gasolien then and there so delivered and the sum so deducted shall be applied and accepted by Lossor 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 Lossee shall elect to pay said rentals ing installments.

If at any time during the terms 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 commants and conditions and warranties herein being abl and signular kept; fulfilled and performed Lessee shall lawfully and peaceably have, hold, possess suse 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 defend to Lessee against the lawful claims of fablicersom whomsoever the premises and property hereby granted.

Lessor agrees to pay all taxes; assessments, whether Municipal, State or County, made against the premises leased herein, also all water and acceptate current charges incident to the operation of said premises, and Lessor at its own cost 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.

taxes

Lessee agrees to pay any and all license fees, occupation/and/or privilege taxes imposed upon the sale of petroleum products on the demised premises and building and equipment thereon. Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased. Should said porperties 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 so maintain and repair such improvements and personal property, and/or said premises shall be untentable. Lessee shall have the right and pravilage of crecting, placing, constructing, equiping, maintaining and operating on the demise'd premises and in connection with said station any and all structures, improvements, appliances, containers, and conveyors or whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying, on and conducting on said premises its business, of storing, distributing and marketing products of refined petrolcum. Any installation heretofore or hereafter made by Lessee of its equipment, of its signs anaxadvertising its business, or of any of its property upon said premises shall 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 terms of this lease. In the event Lessee shall be in default in the payment of rentals hereunder, or otherwise, shd 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 remddies 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 oparation of law from using said station and premises for the purposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be releived of any further liability hereunder. On the termination of this lease by lapse 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 demised 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 level and even condition, free from all excavations and from debris. 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 Lessec. Lessee shall have the right to assign this lease or sublet the premises or any part thereof, or allow third parties to

occupy and dise the same.

WITNESS the hands and respective seals of the parties hereto respectively witnessed or attested and the year first above written.

Signed, sealed, and delivered in the presence of:

Chas W Colleman

C N Hilam (SEAL)
Party of the first part, Lessor

Sinclair Refining Company (SEAL)
By A F Buck, District Hanager
Party of the second part, Lessee
LESlack, Chief Clerk

LESSOR'S ACKNOWLEDGEMENT

State of Alabama, County of Jefferson)

Notary Pullic 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 consideration therein expressed, and that the execution of the same was the free and voluntary act and deed of the Lessor, and I further certify that 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 first above written.

Jas G. Bowen, Jr., Motary Pullic

My commission expires 9-10-36

## 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 hereinabove described, hereby consents to the subleting of same in accordance with the above and foregoing agreement.

C N Milan-e-

Owner

Witness

Chaw W Copeman

STATE OF ALABAMA, SHELBY COUNTY)

I,, Cage Head, Judge of Probate hereby cer ify that the within dease was filed in this office for recor October 15th 1932 at 1 o'clock PM and recorded in record of deeds 93 and page 533 and examined, October 17th 1932.

Cage Head, Judge of Probate.

STATE OF ALABAMA SHELBY COUNTY

S. Amereby, certify that S. Arivilege Tax has been paid on the within instrument as, required by law.

CACE MEXID, JUDGE ON PRODATE