SINCLAIR REFINING COMPANY

LEASE AGREEMENT

THIS AGREEMENT in duplicate made and entered into this 3rd day of October A2D. 1932, by and between J.C.Adams of Wilton Alabama 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 tomtransact business as a foreight corporation in the State of Ala., having its principal business office at New York, party of the second part, Lessee:

WITNESSETH: That Lessor for and in consideration of the rents, commants and agraements hereinafter mentioned, reserved and conditioned on the part of thoses 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 pottions of said premises, situate in the City of Wilton, County of Shelby and State of Ala.

For lots nos. 11 & 12 situated on the east side of Montovallo-Contreville high-way as shown by the map of the Town of Wilton.

TO HAVE AND TO HOLD the above rented and leased premises with the buildings, improvements

and fixtures, ans auch 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 Lessee, its successors and assigns , for a term of One year from the 3rd day of October A.D. 1932, the possession of all of which is delivered to and accepted by Lessee on and as offithe beginning of fix and for said term. Lessee is hereby granted the exclusive option to extend this lease for a period of NO EXTENSION year, which option shall be exercised by Lessee's giving Lessor' written notice of Lessee's clection within the term horeof. Upon the expitation 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 termehereof, or any renewal or extension thereof, Lessee shall Miled and pay as rental for said premises, station and appurtenances a sum equal to Ono 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 manthly periods for which the rentals shall be due and payable shall be calendar months and such rental shall be paid at the ond 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 \$5.00 Five Dollsmss. In lieu of paying said rental in the aggregate and at the time as hereinbefore 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 deducte ing on the tank wagon ticket or invoice from the amount of such invo ce 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 terms he reof Lessor shall be indebted to Lessee on any accountly whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid in-

Lessor covenants and agreed to and with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants 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 here by granted, or any extension thereofkwithout hindrance, disturbance or molestation

debtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental

from Lessor; and Lessor hereby warrants and defends to Lessee against the 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 the premises leased herein, also all water and electric current charges incident

against the premises leased herein, also all water and electric current charges incident to the operation of said premises, and Lessor at its own cost and expense shall place, geep &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 taxes, and/or privilegestaxes imposed upon the sale of petroleum products on the demised premises and building and e-

Lessor shall, at its own cost, maintain 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 be-come untentantably, 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 untenantable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, imprevements, appliances, containers and conveyors of whatsoever kind, on where 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 stroing, distributing, and marketing products of refined petroleum. Any installation heretofore or hereafter made by Lessee of its equipment of its signs advertising its business or of opy of its

made by Lessee of its equipment, of its signe advertising its business, or of any of its

property upon said premises ahll be conslusive evidence of Lessee's entry into possession of said premises under theterms of the within lease.

Lessee shall have the right to make proper connections with any and all water, gas, and sever lines and pipes on the demised premises, and may continue the use and service of ereof druing the term of this lease. In the ovent Lessee shall be in default in the payment of rentals hereunder or othersise, 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 kight privlilege 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 Lossee is unable to obtain all permits and permissions necesaary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, of if at any time hereafter Lessee is prevented by operation 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 relieved of any further liability hereunder. On the termination of this lease by paper of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises and and all equipment of whatsoever nature placed or owned by it on the demised premises whether affixed to the premises or located 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 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 fight to assign this 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 attested the day and the year first above written. Signed, sealed and delivered in the presence of: (SEAL) J.C.Adams W E Nicholson

Party of the First Part, Lessor

Sinclair Refining Company (SEAL)

By A T Buck, District Manager

J E Black Perty of the Second Part, Lessee

LESSOR's Acknowledgement

STATE OF ALABAMA, COUNTY OF SHELBY)

On this 4th day of October 1932, before me the undersigned, a Notary Public in and for said County and State, personally appeared the above named Lessor, personally knownerto 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 voluntary act, and deed of 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 WITHESS WHEREOF, I have hereunto set my hand and affixed my seal day and the year last above written.

Sallie Hooker, Notary Public

My commission expires Sept 27-36-

(LandOwners Consent)

must be procured in all instances.

The undersigned, owher (herein referred to in the singular number whether one or more(of the premises hereinabove described, hereby soments to the subletting of same in accordance with the above and foregoing agreement.

Witness: Sallie Hooker
J C Adams, Owner

STATE OF ALABAMA, SHELBY COUNTY) I, Cage Head, Judge of Probate hereby certify that the within contract (lease) was filed for redord October 24th 1932 and recorded in deed record 95 and page 28 and examined, November 18th 1932.

Cage Head, Judge of Probate.

STATE OF ALARAMA SHELBY COUNTY

I hereby certify that.

I hereby certify that.

I have paid on the within has been paid on the within last tument as required by law.

CAGE MEAD.