SINCLIAR REFINING COMPMMY

Copy mailed Date Nov 21 1932

LEASE AGREEMENT- FormG

THIS AGREEMENT, in duplicate, made and entered into this 22 day of October, A.D.1932, by and between H.B. George of Cakera, Ala., street, address, Montgomery Ave, 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 foreigh 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 in consideration of the rents, covenants and agreements hereinafter mentioned, reserved and conditioned on the part of Lessee 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/premises, used for and constituting an oil and gasolihe service station,
and excluding all other parts or portions of said premises, situate in the City of Calera
County of Shelby and State of Alabama, to-wit:

Lot beginning one hundred and forty feet North of the East and West line of Block 83, thence North on Montgomery Ave 60 feet, thence West 175 feet, thence South

60 feet, thence East one hundred & seventy five feet, to point of beginning being in

Block 83 of Dunston's survey of Calera.

TO HAVE AND TO HOLDthe above rentedeand 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 Lessec, its successors and assigns, for a term of Two year from the 25 day of October A.D. 1932, the possion 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 my 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 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 all paid at the end of the month not later than the 20th day of the month succeeding that for thich the same may be due; provided, however, that the rental for any monthly period shall not be less than Five Dollars, \$5.00

In lieu of paning said rental in the aggregate and at the time as hereinbefore provided, Lessee May at its option at any time it shall so determine, pan 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 accrueing under this lease and shall constitute full payment of rental as based and computed on such deliveries during the period Lessee shall elect to, pay said rentals in stallments.

If at any time during the term Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any acrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute ren-

tal payment hereunder.

Lessor covenants withand agrees to and with Lessee that the rents being paid in the manner & at the time prescribed, and the covenants and conditions and warranties herein being all and siggular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and women occupy the premises and property hereby leased during the term herby granted, or any extension thereof, without any hindrance, disturbance or molestation 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 to the operation of said premises, and Lessor at its own cost and expense shall place, keep& 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 any and all license fees, occupationstaxes and/or privilege taxes imposed upon the sale of petrokeum 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 properties de destroyed, or be so damaged by fire or other casualty as to become untenantable, Lessor shall mhave 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 here under shall be adated during such time as Lessor shall fail to so maintain and repair such improvements and personal property and/or premises shall be untenantable.

Lessee shall have the right and privilege, of erecting, placing, constructing, equiping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors, of whatsoever kind, or, 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 petroleum. Any installation heretofore or hereafter made by Lessee of its equipment, of its signed of advertising 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,

and sewer lines and pipe lines 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 hotice 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 mossession 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 nesessary "buildings" and equipment for conducting-its businss as herein provided, or is at any time hereafter Lessee is prevented by operation of law from wing 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 lapse of time or otherwise, Lessee may, at its option and at its own expense, remove, from the demised premises 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 ar under the same, or not; and after such removel 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 assigne for lessor, and the successors and assigns of Lessee. Lessee shall have the right to assign this lease or sublet the premises or any part thereof, or allow third par-

ties to occupy and use the same.
Witness the hands and respective seals of the parties hereto respectively witnessed or attested the days and the year first above written.

signed, sealed, and delivered in the presence of: Chas W Comeman.

H.B.George (SFAL)
Party of the First Part, Lessor

Sinclair Refining Company, Lessee Party of the Second part, Lessee y A T Buck, District Manager.

By J E Black, Chief Clerk

LESSOR'S ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF JEFFERSON) ss

On this 22nd day of October 1932, before me, the undersigned

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 voluntary act and deed of the

Lessor, and I further certify, if Lessor is a corporation, it appeared by the

signed

officer who on its behalf and such officerto me acknowledged that the execution

officer who/on its behalf, and such officerto 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 commission expires
June, 1934

Nellie J. Campbell

Notary Public

LANDOOWNERS 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 thr subletting of same in

| accordance with the above and foregoing agreement. Witness: Chas W Coleman

H.B.Greege

Owner.

THE STATE OF ALABAMA, SHELBY COUNTY)

I, Cage Head, Judge of Probate hereby certify that the within and foregoing lease was filed for record in this office November 25th 1932 and recorded in deed record 95 and page 56 and examined, December 1st 1932.

Cage Head, Judge of Probate.

STATE OF ALABAMA
SMELBY COUNTY

I hereby certify that

Privilege Tax

has been paid on the within
instrument as required by

haw.

County or months