THIS AGREEMENT OF LEASE, made and entered into this 13th day of November, 1936, by and between J. E. Walker and wife, Maude Walker, of the City of Alabaster, County of Shelby, State of Alabama, hereinafter called LESSOR, and the GULF REFINING COMPANY, a corporation, hereinafter called LESSEE.

WITNESSETH, that the LESSOR, for and in consideration of the rentals hereinafter reserved has this day rented and leased to the LESSEE a certain parcel of land situated and lying in the City of Alabaster, County of Shelby, State of Alabama, and described as follows:

Beginning at the south west corner of the intersection of U. S. Highway #31 and Maxwell Street, and run thence west along the southern boundary line of Maxwell Street 50 feet to a point, and run thence south 60 feet to a point, run thence east 50 feet to a point on the western boundary line of U. S. Highway #31 and run thence north along the western boundary line of U. S. Highway #31 60 feet to point of beginning.

Excepted from this lease is that portion of the building now situated on the premises that is being used as a funniture and grocery store.

- (1) Said leased premises shall include the above described real estate together with all buildings and improvements erected or to be erected thereon. Said property may be used for any lawful business.
- This Lease to become effective the 1st day of January, 1937, and is to remain in full force and effect for a period of One (1) years thereafter; provided that the LESSEE shall have the right to renew and extend this Lease from year to year for a further term of four (4) years, upon the same terms and conditions contained herein, by giving to the Lesser written notice of its election to exercise this right of extension at least thirty:

 (30) days prior to the expiration of each yearly term.
- (3) It is understood and agreed that any holding over by the LESSEE at the end of this Lease or at the end of any renewal or extension period without having first renewed or extended this Lease in writing shall not be considered as a renewal or extension of this Lease for any period longer than one month.
- The LESSEE agrees to pay a monthly rental of Five (\$5.00) DOLLARS, payable on the 25th day of each and every month. The LESSEE further agrees to pay an additional sum equivalent to one cent (14) per gallon on the total sales of That Good Gulf Gasoline, Gulf No Nox Ethyl, Gulf Traffic Gasoline, and/or other Gulf motor fuels sold through said premises in excess of five hundred (500) gallons per month. At the end of each monthly term, the LESSEE will compile the sales for the preceding month, and in the event the sales amount to more than five hundred (500) gallons, then in that event the LESSEE shall pay one cent (14) per gallon on each gallon in excess thereof. Any sum due under this provision shall be payable within a reasonable time after the end of each monthly term.
- (5) The LESSOR covenants and agrees to protect the LESSEE in the uninterrupted use and possession of said premises during the entire term of this Lease, and to that end agrees to keep the premises free and discharged of liens and encumbrances affecting the title thereto.
- (6) LESSOR agrees to pay all taxes upon the land and buildings and improvements thereon. LESSEE shall pay the taxes on its property and equipment on the leased premises.
- (7) LESSOR agrees to keep the buildings and improvements in good condition and repair during the term of this Lease or any renewal or extension thereof at LESSOR'S own expense. If LESSOR should fail to make said repairs upon notice to them that said repairs are necessary, then LESSEE may cause same to be made and apply any charges thereof as payment of rental due or to become due under this Lease.
- It is understood and agreed that the LESSEE proposes to use said promises as a gasoline filling station for the sale of gasoline and other petroleum products and that should the use of the leased premises by the LESSEE as and for a gasoline filling station for the

sale and storage of gasoline and other petroleum products be absolutely prohibited or so restricted as seriously to interfere with its business during the term of this Lease by ordinance, regulation or statute of the City, County, Parish or State, or should the State or Municipal Authorities refuse at any time during the term of this Lease to grant such permits as may be necessary for the installation of reasonable equipment and the operation of said gasoline filling station, then and in that event, upon thirty (30) days' written notice by the LESSEE to the LESSOR this Lease may be cancelled and surrendered and after the expiration of said thrity (30) days notice rentals thereon shall cease.

- The LESSEE SHALL have the right to assign the Lease and/or sub-let the same or any part thereof, and that the LESSEE upon payment of the rent and the performance of its covenants herein contained shall and may peaceably and quietly hold and enjoy the said premises during the term of this Lease or any renewal or extendion thereof. If the LESSOR is not the owner of the demised premises, he agrees to secure from the owner a consent in writing to the making of this Lease, and further agrees that should he defualt in the payment of any rent due to the owner, the LESSEE may at its option, pay said rent to said LESSOR'S landlord, and the amount or amounts so paid shall be credited upon and deducted from the rent herein reserved to the same extent as if paid to the LESSOR in cash.
- the LESSEE agrees that in case the premises or any part thereof during said term be destroyed or damaged by fire or any other unaboldable casualty so that the same shall be thereby rendered unfit for use and habitation, then and in such case the rent hereinbefore reserved shall be suspended or abated until the said promises shall have been put in proper condition for use by the PESSEE. Should said premises not be promptly repaired and reconstructed by LESSOR, the LESSEE may upon ten (10) days' written notice cancel this Lease.
- It is understood and agreed that the LESSOR Shall not terminate this Lease for or on account of the failure of the LESSEE or its sub-leases or assigns, to pay any monthly rental when due or to comply with any other terms of this Lease, without first giving to the Lessee a written notice of their intention to so terminate or cancel the Lease, of not less than thirty (30) days. If during the said thirty (30) day period, the LESSEE shall pay such rentals or comply with the terms or conditions of the Lease referred to in said notice, then the right of the MESSOR to cancel or terminate this Lease, for the cause memtioned in said notice, shall cease and be of no effect,
- (12) The LESSEE shall have the right at any time during the term of this Lease, or renewal thereof to erect and install upon said premises so leased any equipment, fixtures and improvements which it may from time to time deem necessary to the conduct of its business.
- PROVIDED, that the LESSEE may at any time during the term of this Lease or any renewal thereof, remove from said premises all equipment, such as pumps, tanks, connections, air compressors, signs or other improvements placed by it on said premises, and that said equipment, however installed, shall not in any case be considered as fixtures.
- (14) The covenants and agreements herein contained shall be binding upon the inure to the benefit of the Parties hereto and their heirs, successors and assigns.

Executed in triplicate the day and year above written.

WITNESSES:

J. E. Walker,

Maude Walker

GULF REFINING COMPANY

By W. V. Hardeman

L. J. Barchfield

State of Alabama)
County of Shelby)

Before me, a Notary Public, in and for said County, Parish and State, personally came J. E. Walker who duly acknowledged the foregoing lease to be his act and deed, for the purpose therein stated, and to the end that same may be recorded as such.

And the said Maude Walker, wife of J. E. Walker, being by me examined her said separate and apart from the husband, did acknowledged and declare that she executed said agreement without coercion or compulsion by her husband, and as her own free act and deed, including release and waiver of dower, right of homestead and option for contents.

WITNESS my hand and notarial seal this 13 day of November 13, 1936.

C. V. Moore

Notary Public

My
Commission expires 7/15/39
STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

Before me, a Notary Public, in and for said County and State, personally came

W. V. Hardaman, Vice-President of the GULF REFINING COMPANY, who acknowledged the foregoing act to be his act and deed, and the act and deed of said corporation for the purpose therein stated, and to that end that the same may be recorded as such.

WITNESS my hand and notarial seal this 19 day of Jan. 1937.

R. W. Hoffmanan

Notary Public

R. W. Hoffman, Notary Public My commission expires March 9th, 1939

Filed for record in this office the 16th day of February, 1937 at 3 PM and recorded in Deed Record #102, on page 213, and examined.

L. C. Walker, Judge of Probate Shelby County, Alabama.

STATE OF ALABAMA SHELBY COUNTY

hereby certify that

S 50 Privilege Tax

has been paid on the within

instrument as required by

law.

C WALKER

. C. WALKER, JUDGE OF PROBATE