THIS LEASE, made and entered into this 19th day of May, 1937, by and between R. W. Darby (who is single and unmarried) and Willie Ree Darby, his wife of the County of Shelby, State of Alabama, and - - - - of the County of - - - State of Alabama, designated herein as "Lessor" (whether one or more), and SHELL PETROLEUM CORPORATION, a Virginia corporation, designated herein as "LESSEE".

WITNESSETH: That,

1. In consideration of the sum of One Dollars (\$1.00) paid by Lessee to Lessor, receipt of which is hereby acknowledged, Lessor hereby leases to Lessee the following described premises in the City of Harpersville, County of Shelby and State of Alabama, to-wit:

A Rectangular Plot of Land located at the Southwest corner of the intersection of State Hwys 25 and 91, Further described to Wit - Beginning at a point at the Southwest corner of the intersection of hwys 25 and 91 at Harpersville, Ala., and run thence in a southerly direction and a parallel to highway 25, a distance of 77 ft., Run thence in a westerly direction and parallel to highway 91, a distance of 77 ft., Run thence in a Northerly direction and parallel to highway 25, a distance of 77 ft., Run thence inan Easterly direction and parallel to highway 91, a distance of 125 ft., to the point of beginning, being in Harpersville, Shelby County, Alabama.,

together with all buildings and equipment thereon or appurtenant thereto, and all tanks, pumps and service station equipment connected therewith and appurtenant thereto, including driveway and street-front privileges, as evidenced by inventory attached hereto and marked Exhibit "A". In case there should be any variance between the above description and the service station site actually used and operated by mutual acquiescence or agreement under this lease, said service station site so actually used and operated shall be deemed to be the property covered by this lease, and the Lessee shall have the right at any time to a reformation of this lease in order to reform the above description in such manner as to actually describe the service station site so actually used and occupied, and intended to be covered hereby.

- 2. TO HAVE AND TO HODD the same for a period of One (1) years, beginning on the 15th day of June, 1937, and ending on the 14th day of June, 1938 unless sooner terminated as hereinafter provided. Lessor hereby releases and waives all rights of homestead, curtesy or dower, and warrants in the Lessee for the full term hereof the title and posse sion of said land for all purposes herein set forth.
- 3. Said premises shall be used as a gasoline and automobile service stateon, and Lessee is hereby given the right to paint in Shell Colors any and all buildings and equipment now upon or which may hereafter be placed upon said premises, and to attach advertising matter and display the same upon said premises, advertising Shell and/or other products.
- 4. Lessee agrees to pay to Lessor as rent for said premises on or before the fifteenth day of each month during the term of this lease, and on or before the fifteenth day of the month following the expiration of the term of this lease, a sum equal in amount to One cent (O1) per gallon on each gallon of Shell gasoline sold upon said promises by Lessee or by his sub-lessee or licenses during the preceding calendar month, providing however that in no event shall the rent to be paid Lessor by Lessee be less than a minimum of Five Dollars (\$5.00) per month for any month during which said station is operated without interruption or cessation as referred to in paragraph number nine hereof. The consideration hereinabove set forth in paragraph one shall be considered as part payment of the rental for the first month during which said station is operated without interruption or cessation as aforesaid, and Lessee is given the right to deduct said amount from said first full calendar month's rent. Should the said consideration be equal to or in excess of the amount due for said first full calendar month's rent, the consideration shall be deemed full rental for said month. However, should said rental for said month exceed said down payment, such excess shall be paid to Lessor.
- 5. It is further expressly provided that failure to pay any installment of rent when due shall not work or forfeiture of this lease unless written notice of such default is served upon Lessee by Lessor, or mailed to Lessee, either at the local office of Lessee where the rental account is carried and from which the rental is paid, or at the St. Louis Office of Lessee, addressed in care of the Operating Department, Shell Building and in the event such notice is given, Lessee shall have twenty (20) days from the receipt thereof in which to pay such installments.
- 6. It is mutually agreed that at any time and from time to time the Lessee may apply the amount of rents then due under this lease or any other sums due Lessor from Lessee, or any part thereof to any indebtedness which the Lessor may owe to Lessee, and the application of any portion of such rents to the reduction of such indebtedness shall be deemed the equivalent of the payment of rent, in like amount.
- 7. If lessor is not the owner of the premiser and shall default in any payment due to Lessor's landlord, Lessee herein may, at its option pay said amount in default to Lessor's landlord, and the amount or amounts so paid may be deducted from the rents due hereunder or from any other amount due Lessor from Lessee.
- 8. Lessee is given the right to change, after or modify any portion of said premises in-

cluding buildings, tanks, driveways and curbing, and to make, build and place on said premises such installation and equipment as shall be necessary to meet the requirements of Lessee.

- 9. It is further agreed and understood that no rent shall accrue or be payable by virtue of this lease until legal permission for the operation of said station has been obtained and until such improvements, appliances and/or equipment have been installed, as Lessee may deem necessary to pay said station in proper condition for operation. Rent shall automatically cease during any period of time that Lessee, its licanse or sub-lessee is deprived of or denied the right to operate said station by any proper or legal authority or during such period that said premises are rendered unfit for the purpose aforesaid by reason of fire, storm, lack of repair or any other cause. If necessary legal permission to operate said station is not obtained within thirty (30) days after the date of this lease, or if said permission is obtained and subsequently revoked, or if for any reason it shall become illegal for Lessee to conduct said business upon said premises, or if said improvements, appliances and/or equipment is not installed within thirty (30) days, thene Lessee may, at its option, terminate this lease by giving to Lessor ten (10) days written notice of such termination.
- 10. All necessary repairs to the equipment, buildings, drives, entrances curbs and other improvements herein leased shall be made by Lessor. If Lessor fails to make necessary repairs within thirty (30) days after being notified by Lessee that such repairs are needed Lessee may terminate this lease without further liability, or may make such repairs and deduct from the rentals or any other amounts due Lessor from Lessee as they accrue the sum expended therefor, with interest thereon at the rate of six (6) per cent per annum.
- 11. If any of the equipment leased hereby becomes worn out through reasonable use or becomes obsolete during the term of this lease or any extension thereof, then and in that event Lessor shall rephace the same at his sole cost and expense and upon his failure so to do, Lessee may after giving thirty (70) days' written notice to Lessor replace the same and charge all sums expended therefor to the Lessor and may withhold all rentals as they accrue or any other amount due Lessor until it shall have been reimbursed for any sums so advanced, together with interest thereon at the rate of six (6) per cent per annum. If Lessee at any time desires to replace any of the equipment that has been installed upon said premises by Lessor or to install additional equipment, Lessee shall have the right so to do and Lessor shall remove from the premises any of his property so replaced. All equipment placed upon said property by the Lessee shall remain the Property of the Lessee.
- 12. Lessor agrees to pay all taxes and assessments, general and special, all fees, licenses and all other charges that may be levied or assessed against said premises. In the event of failure on the part of Lessor to pay such taxes and/or charges when due and payable, Lessee shall have and is hereby given the right to pay and charge the same to Lessor and Lessee may withhold all rentals as they accrue under this lease until it shall have been reimbursed for any sum so advanced together with interest thereon.
- 13. Lessee may at its option extend this lease for a further period of Two years from date of its expiration, upon the same terms and conditions as those herein specified, by giving to the Lessor, at least thirty days prior to the expiration of this lease, notice in writing of its intention to exercise such option. Said notice shall be deemed to have been given at the time the same is mailed by United States registered mail and addressed to Lessor in accordance with paragraph number twenty of this lease.
- 14. Lessee during the term of this lease or any renewal thereof, shall have the right to sublet or assign all or any part of its rights in and to sakd premises and to license to others the right to sell Shell products under Shell signs and colors at said Station and to sell and/or advertise such other products as may be designated by Lessee at said station.
- 15. During the term of this lease and of any renewal thereof, Lessee shall have the option to purchase the above described premises, together with all appurtenances thereto and all buildings, improvements and equipment thereon, for the sum of None (\$None) In the event lessee elects to exercise said option, it shall give Lessor notice in writing of such election.
- 16. If at any time during the term of this lease, or any renewal thereof, Lessor desires to sell said property to a prospective purchaser other than Lessee, able, willing and ready to buy said property, Lessor shall so notify Lessee in writing, giving the name and address of the prospective purchaser and the price and terms of the proposed sale. Said notice shall be accompanied by Lessor's affidavit that such prospective sale is in good faith. Lessee shall thereupon have the prior right and option to purchase said property from Lessor at the price and upon the terms agreed to by said prospective purchaser. If Lessee desires to exercise this option, it shall so notify Lessor in writing within fifteen (15) days after Lessee has received from Lessor the aforesaid notice of Lessor's intention to sell said property to a third party.
- 17. In the event Lessor sells said property to a third party during the term of this lease, or of any renewal thereof, and said purchaser from Lessor or any successor in title desires to sell said property, during the term of this lease, or of any renewal thereof, Lessee shall be entitled to notice of such proposed sale and shall have the option to purchase at the price and upon the terms offered by any bona fide prospective purchaser in the same manner as above provided in case Lessor herein desires to make such sale; it being understood that the right of Lessee to purchase at any offered price shall be a continuing right during the existence of this lease, or any renewal thereof, whenever the owner of the fee may desire to sell said property. Lessee's failure to exercise any option herein contained shall not in any way affect this lease or the rights of Lessee to the estate hereafter created.
- 18. In the event Lessee exercises any of the purchase options above mentioned, Lessor agrees that twenty (20) days after receiving notice of such election as above provided Lessor will secure and submit to Lessee an abstract or certificate of title, prepared by competent and reliable abstractors, for examination and approval by Lessee's attorneys. If title is approved by Lessee's attorneys, the sale shall be completed without unreasonable delay. If title is not so approved the sale shall be consummated or called off at the option of Lessee. If title is approved or Lessee elects to take the same, Lessor agrees to convey and transfer said property to Lessee by warranty deed and bill of sale, free from lien or encumbrance.

- 19. Lessee shall have the right to cancel this lease at any time by giving to Lessor thirty (30) days' notice in writing, specifying a particular rental due date upon which such cancellation is to become effective, paying Lessor as consideration for said cancellation the sum of Ten Dollars (\$10.00).
- 20. Except as otherwise provided in paragraph five, all notices required to be given under this lease shall be deemed to have been duly given by Lessor only if mailed or delivered to Lessee at New Orleans, La., and by Lessee if mailed to Lessor, addressed to Harpersville, Ala., or personally served on Lessor.
- 21. Upon the termination of this lease, or any renewal thereof, Lessee shall deliver to Lessor peaceable possession of said premises, but Lessee shall have the right at any time within thirty (30) days after such termination to enter upon said premises and remove therefirom any property situated thereon that is owned by Lessee and to remove Lesse's advertising matter and paint over Lessee's signs and colors.
- 22. In case said station should for any reason not be operated for at least one whole calendar month under this lease, Lessor shall return to Lessee the original down payment paid to Lessor by Lessee, and shall be entitled only to such rents as may have actually accrued on a gallonage basis, and the provision for a minimum monthly rental shall not be applicable.
 - 23. Both parties hereto expressly agree that the foregoing lease constitutes the entire contract between the parties, and that the parties have made no other agreement or arrangement, written or verbal, that modifies, supplements or affects the within lease either directly or indirectly.
 - 24. Whenever the word "Lessor" is used herein, it shall be construed to include the heirs administrators, executors, successors and assigns of Lessor, and the word, "Lessee" shall bnclude the successors and assigns of Lessee.

IN WITHESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate this 19th day of May, 1937.

(Seal) R. W. Darby Mrs. Willie Ree Darby (Seal) Signed, sealed and delivered by Lessor in the presence of: Lessor

H. R. Mahone

O. M. Phillips, Jr.,

Executed on behalf of Lessee in the Presence SHELL PETROLEUM CORPORATION

of: J. A. Bennos

J. C. Saunders

By J. C. Munro, Division Manager

Lessee

Exhibit "A"

One 550 U.G. Tank Two 30 Gal. Lubsters

One Frame Service Station Building together with all driveways approaches and entrances thereto and priveleges necessary for Service Station operation.

(If Lessor is not the owner of the premises, but holds the same under a former lease, secure the signature of the record owner of the title and Lessor under such former lease to the following consent to this subletting. This signature must be obtained Before the lease is executed by Shell) The undersigned, being the owner of the premises described in the above lease has here-

tofore executed an oxiginal lease dated the - - des of - - - 19-- between the undersigned as Lessor, and - - Lessee,

The State of Alabama) Shelby County SS.

I, J. F. McGraw, a Notary Public in and for said County in said state hereby certify that R. W. Darby whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument he executed the same voluntarily on the day the same bears late.

Given under my hand and seal of office this 19 day of May, 1937 A.D.

J. F. McGraw, Notary Public.

The State of Alabama) Shelby County

I, J. F. McGraw, a Notary Public in and for said county in said state, do hereby certify that on the 19 day of May, 1937 came before me the within named Mrs. Wildre Rea Darby known to me to be the wife of the within named R. W. Darby who, being examined separate and apart from the husband touching her signature to the within insarument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, on threats on the part of the husband.

Given under my hand and seal of office this 19 day of May, A. D. 1937.

J. F. McGraw, Notary Public.

Filed for record in this office the 9th day of July, 1937 at 11:30 Am and recorded in Deed Record #103, on page 37 and 38 and continued on page 50, and examined.

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

STATE OF ALABAMA SHELBY COUNTY

hereby certify that Privilege Tax has been paid on the within instrument as required by law.

C. WALKER. JUDGE OF PROBATE