THIS AGREEMENT Made and entered into by and between Thomas Walker Bell and Annie Lesueur Bell, his wife, of Bell Avenue, Vincent, Alabama, parties of the first part (hereinafter referred to as "Lessors"), and Sinclair Refining Company, a Maine Corporation authorized to transact business in the State of Alabama as a foreign corporation having its principal place of business at 630 Fifth Avenue, New York City, New York, Party of the second part, hereinafter referred to as "Lessee":

WITNESSETH THAT:

Whereas, the Lessors and the Lessee did on the 27th day of September, 1937, enter into a certain lease agreement covering the premises situate at the corner of Bell Avenue and 5th Street in the City of Vincent, Alabama, together with certain improvements which were to be constructed thereon by the ressors, in accordance with the terms of said leage; said lease being recorded in the office of the Judge of Probate of Shelby County, Alabama, on October 28th, 1937, in deed record Book 103, page 365, which premises are more particularly described in said lease, as follows:

"Lots 6, 7 and 8, Block 31, according to Map of Vincent, Alabama, made by John A. Edwards, C.E., dated August 5, 1891, and recorded in the Judge of Probate Office save and except that portion of said lots heretofore sold for widening the street. Said property fronting seventy-five (75) feet on Bell Avenue and one hundred and forty (140) feet more or less on 5th Street, Located in the City of Vincent, County of Shelby, State of Alabama."

Whereas, it is the desire of Lessors and Lessee to terminate and cancel said lease; NOW THEREFORE, For and in consideration of one and 00/100- (\$1.00) Dollar in hand paid each to the other, and for other good and valuable considerations, receipt of which is hereby mutually acknowledged, Lessors and Lessee agree to, and by these presents do hereby terminate, cancel, and make void the said lease agreement above described effective on and as of the date the lease was executed, to-wit: September 27th, 1937.

IT IS UNDERSTOOD, and agreed by and between Lessors and Lessee that Lessors do hereby acknowledge receipt of and accept possession of the premises involved in the aforesaid lease on and as of the date of the execution thereof and both Lessors and Lessee are by the execution of this instrument relieved of and from any and all liability or claims for rent, or any other obligation whatsoever imposed upon each, arising from, growing out of, or in anyway connected with the said lease agreement.

In Witness whereof, the Lessors have hereunto set their hands and seals and Lessee has caused these presents to be executed on its behalf by its Vice-Fresident thereunto duly authorized, and its corporate seal to be affixed, duly attested by its assistant Secretary, this the 20th day of December, A. D., 1937.

Signed, sealed and delivered in the presence of: H.I.Carter

Chas W. Coferman

as To Lessors Signed, sealed and delivered in the presence of: A. V. Nabors J.V.Fitzmorris

as to Lessee/

Thomas Walker Bell Annie LeSueur Bell

(SEAL) (SEAL)

Sinclair Refining Company (SHAL) By: J.M.O'Day, Vice-President. Attest: J R Murray, Asst. Secretary.

Lessors.

State of Alabama, County of Shelby)SS

I. J. F. McGraw, a Notary Public, hereby certify that Thomas Walker Bell, whose mame 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 instrument, he executed the same voluntarily on the day the same bears date, and further came before me the within named Annie Lesueur Bell, known to me to be the wife of the within named Thomas Walker Bell, who, being examined separate and apart from the husband, touching her signature to the foregoing indenture of lease, acknowledged that she signed the same of her own free will and accord for the purpose of releasing her right of dower for thepurposes and period contemplated by the foregoing instrument, and without fear, constraint or threats on the part of the husband. Given under my hand and seal of office this 20 day of Dec., A. D. 1937. My Com.expire 1940-J. F. McGraw, Notary Public State of New York County of New York) SS

I, Walter J. McQuinness, a Potary Public in and for said County in said State, hereby certify that J.M.O'Hay, whose name as Vice President of Sinclair Refining Company a corporation, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 5th day of January, 1938 (A.D.) My com.expires Mch 30 4938. Walter J.mcQuinness, Motary Public Clerk's NO 32 Reg. No 8Mc21

Filed for record in this office January 1th 1938 at 1 P" and recorded in deed record 104, page 71 and examined. Lines walker, Judge of robate.